

RETURN TO

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DECLARATION OF COVENANTS,
CONDITIONS, EASEMENTS, LIENS AND
RESTRICTIONS
FOR
WOODLANDS AT GREYSTONE,
A PLANNED COMMUNITY

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DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS, LIENS AND RESTRICTIONS FOR WOODLANDS AT GREYSTONE, A PLANNED COMMUNITY

THIS DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS, LIENS AND RESTRICTIONS ("Declaration") is made and executed as of the 5th day of June, 2019, by RLD Greystone LLC, a Pennsylvania limited liability company ("Declarant"), having a mailing address of 124 Cedar Avenue, Conshohocken, Pennsylvania 19428.

BACKGROUND

A. Declarant is the record owner of a certain parcel of land situate on the south side of Greenhill Road, West Goshen Township, Chester County, Pennsylvania, consisting of 26.4016 acres, more or less, being of part of UPI No. 52-3-183.2, which is more fully described in Exhibit "A" attached hereto and made a part hereof (the "Property").

B. The West Goshen Township Board of Supervisors has approved an "Amended Final Subdivision and Land Development Plan of Woodlands at Greystone" prepared by Horizon Engineering Associates dated August 4, 2009 and last revised April 15, 2019, which is intended to be developed in phases, and Phase 1 of which was recorded in the Office of the Chester County Recorder of Deeds in Plan Book No. 20536 ("Subdivision Plan"). Additional phases of the Subdivision Plan have not been recorded at the time of recording of this Declaration. Declarant reserves the right and intends to record additional phases of the Subdivision Plan in the Office of the Chester County Recorder of Deeds. Declarant hereby creates a flexible planned community ("Community"). The Community may consist of up to two hundred fifty-two (252) age-restricted Units.

C. Declarant desires, in accordance with this Declaration, to provide for the preservation, use and occupancy of the Units and the Property in a manner that will be beneficial to the Owners and occupants of the Units; to create, grant and reserve certain easements over and across the Property for the benefit of Declarant and the Owners of the Units; to create an Association of homeowners in the Community for the purpose of owning, maintaining, managing, administering, repairing and replacing certain Common Elements; and to carry out certain other obligations and functions as are more fully set forth herein, all for the purpose of protecting the value and desirability of the Property and the Units.

AGREEMENTS

NOW THEREFORE, the Declarant hereby declares and covenants for itself and its successors and assigns, that the Property described in Exhibit "A" is and shall be held, transferred, sold, conveyed, used and occupied under and subject to all the covenants, restrictions, easements and conditions set forth in this Declaration, all of which shall run with title to the Property and to each of the Units within the Property. This Declaration shall be binding upon all parties having or acquiring any interest in the Property or any of the Units.

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ARTICLE 1 - DEFINITIONS.

1.1 All capitalized terms used in this Declaration shall have the meaning given to such in this Article, or as may be expressly given elsewhere in this Declaration. Any such term used in this Declaration, and not otherwise defined, shall have the meaning provided by the Act.

"Act" means the applicable provisions of the Uniform Planned Community Act, 68 Pa. C.S.A. § 5101, *et seq.*, as amended from time to time.

"Additional Real Estate" means the real estate identified as "Additional Real Estate" on the Plan, and further described on Exhibit "A-1" attached hereto and made a part hereof, which Declarant reserves the right to add to the Community.

"Applicable Law" means all applicable rules, regulations, ordinances, statutes, codes, orders, laws and enactments of federal, state, county, municipal and local authorities and agencies (including, without limitation, the Act), as well as the applicable terms, conditions and/or specifications of any applicable Township regulatory approval and/or decision.

"Architectural Control Committee" means a committee consisting of three (3) to five (5) individuals which may be appointed by the Executive Board to carry out some or all of the Executive Board's rights of architectural review and approval pursuant to Article 7 of this Declaration (subject always to the right of the Executive Board to approve or disapprove the action of such Committee).

"Assessments" means those levies, assessments or sums payable by one or more Unit Owners from time to time as levied or assessed by the Association, in accordance with this Declaration or the Act. The term Assessments shall also include any amounts that may become payable by any Unit Owner or that may be levied or assessed by the Association against any Unit, including but not limited to, costs of collection, attorneys' fees, expert fees, expert witness fees, filing fees, late charges, interest, fines and penalties.

"Association" means Woodlands at Greystone Community Association, Inc., which has been organized as a Pennsylvania non-profit corporation for the association of all Unit Owners, and which shall have those duties, rights and privileges that are set forth in this Declaration, in the Bylaws and in the Act.

"Builder" means a person or entity acquiring Units from the Declarant for the purpose of constructing residential Dwellings. A Builder is not necessarily a "Successor Declarant" as referred to in the Act.

"Bylaws" means the rules and regulations, as from time to time may be in effect, for the governance of the Association and for the regulation of the organization of the Association. The Bylaws shall be binding upon the Association and all Unit Owners, notwithstanding that such Bylaws or any amendments thereto are not Recorded.

"Common Areas" is defined in Section 3.3. The Common Areas shall be subject to such limitations and restrictions as may be provided herein with respect to the use thereof.

"Common Elements" means and includes the Common Facilities and Controlled Facilities.

"Common Expense Liability" means the liability for Common Expenses allocated to each Unit Owner.

"Common Expenses" means and includes the actual and estimated expenses incurred by the Association from time to time for the general benefit of all Unit Owners or in connection with the discharge of the Association's duties, including but not limited to the actual and estimated costs and expenses of: (i) operating the Association; (ii) obtaining insurance coverages required or permitted hereunder; (iii) maintaining, operating and repairing the Common Elements, and the establishment of reserves for future costs of maintenance, repair or replacement of any of the Common Elements; (iv) settling or satisfying any claim made by any Person against the Association; and (v) all other costs, expenses and liabilities incurred or to be incurred by the Association in carrying out its rights, duties and privileges pursuant to this Declaration and the Bylaws.

"Common Facilities" means and includes all the real estate in the Community that is owned or leased by the Association. The specific Common Facilities are described in further detail in Section 3.3 and Section 3.5.

"Community" means the residential development known as "Woodlands at Greystone", and includes all of the Units, the Common Facilities, the Controlled Facilities, and all easements, rights and appurtenances belonging thereto (and excludes the Greystone Planned Community).

"Controlled Facilities" means and includes all the real estate within the Community that is not owned by the Association, but that may be maintained, improved, repaired, replaced, regulated, managed, insured or controlled by the Association. The specific Controlled Facilities are described in further detail in Section 3.4 and Section 3.6.

"Convertible Real Estate" means the real estate identified as "Convertible Real Estate" on the Plan, and further described on Exhibit "A-2" attached hereto and made a part hereof, within which Declarant reserves the right to create additional Units, Limited Common Elements, or any combination thereof pursuant to Article 3 hereof.

"Cost Sharing Agreement" means that certain Cost Sharing and Easement Agreement between the Association and the Greystone Association setting forth certain rights and responsibilities with respect to Stormwater Management Facilities in Township Greenway Lands, which has been or will be Recorded, a copy of the current draft of which is attached hereto as Exhibit "C" and made a part hereof.

"Country House Estate Lot" means the real estate identified as "Parcel A" on the Subdivision Plan and the Plan, which is not part of the Community and which contains an existing mansion identified as "Greystone Hall."



"Declarant" means the Declarant originally named in the introduction to this Declaration, and any successor developer of all or a part of the Property who succeeds to the rights of the Declarant in accordance with the terms hereof.

"Declarant Control Period" means the period of time beginning on the date the first Unit is conveyed to an Owner other than Declarant and ending on the earliest of (i) seven (7) years after the date thereof; (ii) sixty (60) days after the conveyance of seventy-five percent (75%) of the Units which may be created in the Community to Owners other than Declarant; or (iii) two (2) years after Declarant has ceased to offer Units for sale in the ordinary course of business. With respect to Additional Real Estate and Convertible Real Estate, the Declarant Control Period shall mean the period of time beginning on which the Declaration is Recorded and ending the later of: (i) ten (10) years after Recording of the Declaration; or (ii) in the case of a preliminary plan calling for the installation of improvements in phases, one hundred twenty (120) days after Township approval or denial of each particular phase's final plan which was filed prior to the deadline approved by the Township Board of Supervisors pursuant to Section 508(4)(v) of the Pennsylvania Municipalities Planning Code 53 P.S. § 10508(4)(v), or in the event of an appeal from the Township approval or denial of the final plan, one hundred twenty (120) days after a final judgment on appeal.

"Declaration" means this Declaration of Covenants, Conditions, Easements, Liens and Restrictions for Woodlands at Greystone, a Planned Community, as may be from time to time amended and supplemented. Words such as "herein", "hereof", "hereto" and similar words when used herein, shall be deemed to refer to this Declaration in its entirety, as amended from time to time, unless expressly stated otherwise.

"Declaration Plan" means that certain Declaration Plan attached hereto as Exhibit "B". The term "Declaration Plan", as used herein, is synonymous with the term "Plan", as used herein. Declarant shall have the right to modify the Declaration Plan from time to time in Declarant's sole discretion, subject only to Applicable Law.

"Dedicated Improvements" shall mean and refer to those rights, privileges and Improvements which may be offered for dedication to the Township, the West Goshen Sewer Authority or other Utility Service Provider, or other third party as further described in Section 3.7. If said facilities are not accepted by the Township, the West Goshen Sewer Authority or other Utility Service Provider, or a third party, said facilities shall be Common Elements.

"Director" means an individual appointed by Declarant, or elected from time to time, to serve on the Executive Board of the Association pursuant to this Declaration and the Bylaws.

"Dwelling" means a single-family detached residential house. The term "Dwelling" shall also include all portions of the Unit on which such Dwelling is located.

"Eligible Mortgagee" means the holder, insurer or guarantor of a first mortgage lien on one or more Units, who shall have given notice to the Association of its name, address and the Unit against which it holds, insures or guarantees a first mortgage.



"Entrance Features" means the entrance monument(s) and associated signage, stone work, entrance gates, landscaping, lighting and decorative features, if any, that may be (but need not be) installed by the Declarant at one or more entrances to the Community.

"Executive Board" means the governing body of the Association, consisting of those individual Directors appointed by Declarant or elected from time to time to act on the Executive Board on behalf of the Association pursuant to this Declaration and the Bylaws.

"Greystone Association" means that certain homeowners' association that may be organized for the Greystone Community.

"Greystone Community" means that certain residential community that may be created by Declarant or another entity, which abuts portions of the Community and which may utilize certain of the Controlled Facilities of the Community and be responsible for and share in the costs of maintenance of said Controlled Facilities in accordance with the Cost Sharing Agreement.

"Improvements" is a collective reference to all structures, installations, grading, and other features and improvements which may be constructed or installed in connection with the development and use of the Property, including, without limitation, the Dwellings, Dedicated Improvements, Common Elements, Stormwater Management Facilities, Sanitary Sewer Facilities, Utilities and similar services, and other features required or permitted to be constructed by Declarant, a Builder and/or Unit Owners pursuant to the Plan or Applicable Law, and appurtenances to all of the foregoing.

"Internal Streets" shall have the meaning ascribed to such term in Section 3.5.

"Limited Common Expenses" means all expenses identified in Section 5314(c) of the Act (relating to assessments for common expenses). Without limiting the generality of the foregoing, "Limited Common Expenses" shall include the actual expenses incurred from time to time in connection with (i) the oversight, control, maintenance, repair and replacement of the Limited Common Elements; (ii) any expense benefiting one or more (but fewer than all) of the Unit Owners; or (iii) any expense caused by the acts or omissions of one or more (but fewer than all) of the Unit Owners.

"Limited Common Facilities" means that part of the Common Facilities, as further described in Section 3.5 hereof, that is allocated for the exclusive use of one or more but fewer than all of the Units.

"Limited Controlled Facilities" means that part of the Controlled Facilities, as further described in Section 3.6 hereof, that is allocated for the exclusive use of one or more but fewer than all of the Units.

"Materials and Models" means model homes, sales offices and construction offices (including mobile offices), signs and marketing materials, construction equipment, vehicles, machinery, lumber and other building materials erected, installed, used, kept and stored on the



Property by Declarant or Builder in connection with the development, marketing and sale of the Units, the installation and construction of the Improvements, and the work to be done in connection therewith. The number, size, location and relocation of any Materials and Models shall be as Declarant or Builder from time to time determines. Declarant and Builder shall have the right to remove all such Materials and Models within a reasonable time period after the Declarant has conveyed the last Unit.

"Member" means a Person entitled to membership in the Association.

"Open Space" is defined in Section 3.3. The Open Space shall be subject to such limitations and restrictions as may be provided herein with respect to the use thereof.

"Owner" means the Declarant or any Record owner, whether one or more persons or entities, of the fee simple title to any Unit, except a person holding such title solely as security for an obligation. If more than one Person holds title to any Unit, all such Persons, taken together, shall be deemed to be a single Owner for all purposes of this Declaration, and all obligations imposed on an Owner pursuant to this Declaration shall be the joint and several obligations of all of the Persons holding title to the particular Unit. The term "Owner," as used herein, is synonymous with "Unit Owner," as defined in the Act.

"Person" means a natural person, corporation, partnership, company, association, trust or other entity or combination thereof.

"Property" shall have the meaning ascribed to such term in the Background section of this Declaration.

"Record" and "Recorded" shall mean that an instrument has been duly recorded in the Office of the Recorder of Deeds in and for Chester County, Pennsylvania.

"Rules and Regulations" means those Rules and Regulations that may be adopted by the Executive Board from time to time governing the Unit Owners' use and enjoyment of the Property pursuant to the provisions of this Declaration. The Rules and Regulations may provide greater restrictions on the use and enjoyment of the Property or any parts thereof than are provided in this Declaration, but such Rules and Regulations may not relax any restrictions on the Owners' rights of use and enjoyment of the Property that are set forth in this Declaration.

"Sanitary Sewer Facilities" means the sanitary sewer Improvements installed or to be installed or constructed on the Property for the purpose of treatment, collection, conveyance and disposal of sewage flows. Declarant shall have the right to change or relocate the Sanitary Sewer Facilities, depending on site conditions or as otherwise determined by the Declarant, in its sole discretion, subject only to such approvals as are required pursuant to Applicable Law, including, without limitation, Township written approval. Laterals connecting from the Sanitary Sewer Facilities to Units shall not be considered Sanitary Sewer Facilities for purposes of this definition.

"Sidewalks" means the concrete sidewalks running parallel and adjacent to the Internal



Streets of the Community.

"Special Declarant Rights" means those rights reserved to Declarant in this Declaration or as otherwise permitted to be exercised by the Declarant pursuant to the provisions of the Act, which shall be reserved to Declarant, whether or not expressly identified or designated as such in this Declaration.

"Stormwater Management Facilities Agreement" means that certain "Stormwater Facilities Maintenance and Monitoring Agreement Woodlands at Greystone Active Adult Planned Community" between Declarant's predecessors in title and the Township and the First Amendment thereto among Declarant, Jerrehian LLC and the Township, as amended by an Amendment to the Stormwater Facilities Maintenance and Monitoring Agreement for the Woodlands at Greystone Development, providing for the long term operation and maintenance responsibilities for the Stormwater Management Facilities as shown on the Post Construction Stormwater Management Plan (Sheets 249 and 250 of the Subdivision Plan) and granting the Township enforcement rights, upon the terms and conditions as further described therein, which is attached hereto as Exhibit "D" with the Post Construction Stormwater Management Plan and made a part hereof. The Stormwater Management Facilities Agreement, as amended, was Recorded in Book 9760, Page 1921 and in Book 9939, Page 1561. Declarant contemplates that the Stormwater Management Facilities Agreement may be further amended from time to time and reserves the right to record additional amendments thereto without the consent of the Association, the Executive Board, any Unit Owner or any Eligible Mortgagee until the fifth anniversary of conveyance of the last Unit owned by Declarant.

"Stormwater Management Facilities" shall mean the stormwater management ponds and other containment structures, stormwater diversion and/or discharge structures, drainage systems, basins, and any other structures, devices, berms, swales, basins, dry wells, pumps, and other Improvements, installed or to be installed or constructed or to be repaired or replaced on the Property for the purpose of collection, transmission, containment, retention, detention, diversion and/or discharge of stormwater, including also any inlets, outlets, headwalls, endwalls, piping or pipe infiltration/storage systems, and any and all other structures or facilities to be constructed, installed, repaired or replaced on any part of the Property or on any easements or rights of way appurtenant thereto or on any Unit or Units, for the purpose of managing and/or controlling stormwater runoff, as the same may be modified, reconstructed, enlarged, altered or replaced from time to time. Declarant shall have the right to change or relocate any Stormwater Management Facilities, depending on site conditions or as otherwise determined by the Declarant, in its sole discretion, subject only to such approvals as are required pursuant to Applicable Law, including, without limitation, Township written approval. The Stormwater Management Facilities are subject to the terms and conditions of: (i) the Stormwater Management Facilities Agreement, which is attached hereto as Exhibit "D" and made a part hereof, and (ii) a Post Construction Stormwater Maintenance ("PCSM") Declaration of Restrictions and Covenants, which was Recorded in Book 9741, Page 1798 and is attached hereto as Exhibit "E" and made a part hereof ("PCSM Declaration"). Declarant shall have the right to record amendments to the Post Construction Stormwater Management Plan, the Stormwater Management Facilities Agreement and the PCSM Declaration without the consent of the Association, the Executive Board, Unit Owners or any Eligible Mortgagees. If requested by



Declarant, the Association through its Executive Board shall execute any Notice of Termination forms or consents to recording of any Post Construction Stormwater Management Plans (including without limitation As-Built Plans) or other documents governing the operation and maintenance of the Stormwater Management Facilities required under Applicable Law evidencing the Association's responsibility for the long term operation and maintenance of the Stormwater Management Facilities.

"Street Trees" means the trees planted by Declarant which are parallel and adjacent to the Internal Streets of the Community (whether within the road beds or within the boundaries of a Unit).

"Subdivision Plan" means that certain plan entitled "Amended Final Subdivision and Land Development Plan of Woodlands at Greystone" prepared by Horizon Engineering Associates dated August 4, 2009 and last revised April 15, 2019, Phase 1 of which was recorded in the Office of the Chester County Recorder of Deeds in Plan Book No. 20536, and all approved and Recorded amendments or modifications thereof, and all accompanying land development and related plans. Declarant shall have the right to amend the Subdivision Plan from time to time, subject only to requisite Township approvals, and shall have the right to record subsequent phases of the Subdivision Plan and amendments to the Subdivision Plan without the consent of the Association, the Executive Board, any Unit Owner, or any Eligible Mortgagee. Amendments to the Subdivision Plan shall not necessitate an amendment to this Declaration.

"Township" means West Goshen Township, Chester County, Pennsylvania, or any successor municipality within which the Property is located.

"Township Greenway Lands" is defined in Section 3.7. The Greystone Association shall have the responsibility to maintain Stormwater Management Facilities in the Township Greenway Lands; however, the cost of said maintenance shall be shared equally between the Association and Greystone Association as further set forth herein and in the Cost Sharing Agreement.

"Unit" means a physical portion of the Community designated for separate ownership or occupancy, which has been approved for the construction of a Dwelling thereon, and such term shall be deemed to include any Dwelling or other Improvements now or hereafter located on such Unit. The boundaries of each Unit, including the Unit's identifying number, are described in Section 3.2.

"Unit Owner" means the Declarant or any Record owner, whether one or more persons or entities, of the fee simple title to any Unit, except a person holding such title solely as security for an obligation. If more than one Person holds title to any Unit, all such Persons, taken together, shall be deemed to be a single Unit Owner for all purposes of this Declaration, and all obligations imposed on a Unit Owner pursuant to this Declaration shall be the joint and several obligations of all of the Persons holding title to the particular Unit. The term "Unit Owner", as used herein, is synonymous with "Owner".

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"Utility" or "Utilities" means a collective reference to all facilities related to the provision and transmission of utility and similar services, including, without limitation: electric service; master and/or cable transmission; audio, video, voice and/or data transmission; internet access; telephone and telecommunications service; emergency communication services; security services; water service, storm water and sanitary sewage services; gas or other fuel service; and other utility services; and the facilities and appurtenances necessary or related to the same.

"Utility Easements" means the easements and rights-of-way of Record, visible upon the ground, or as depicted on the Plan (and as may be granted herein and in the future) for occupancy of Utilities and similar services, and for access thereto for inspections, repairs, maintenance, replacements and renewals thereof.

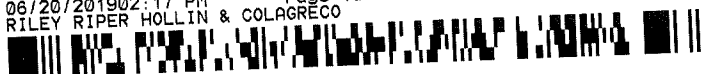
"Utility Service Provider" means a municipal, public or private entity which conveys, transmits, delivers or provides Utility services. The term "Utility Service Provider", as used herein, also refers to persons and entities acting as intermediaries or otherwise on behalf of or for the benefit of any provider of Utility services or in anticipation of future Utility needs and services on and about the Property.

ARTICLE 2 - SUBMISSION TO DECLARATION

2.1 Submission of Property.

Declarant hereby submits the Property, together with the buildings and Improvements erected, or to be constructed thereon, and all easements, rights and appurtenances belonging thereto, to the terms, conditions and provisions of this Declaration. This Declaration shall be applicable to the entire Community and to all of the Units and all of the Common Elements. Notwithstanding anything herein to the contrary, this Declaration shall not be applicable to any Improvement or interest in the Property that is conveyed to the Township, the West Goshen Township Sewer Authority or other Utility Service Provider by a deed of dedication, easement agreement or otherwise; provided, however, that the foregoing shall not impose or imply an obligation on the Township, the West Goshen Township Sewer Authority or other Utility Service Provider to accept ownership of any Improvement. All present and future Unit Owners and the Units, and their respective tenants, subtenants, family members, guests, invitees, permittees, agents, servants, employees and any other persons occupying or using any Unit or Dwelling shall be bound by all of the terms and conditions of this Declaration, the Bylaws and any Rules and Regulations as may be adopted by the Executive Board. In the event of any conflict between this Declaration and the Bylaws, the terms and provisions of this Declaration shall govern.

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ARTICLE 3 - DESCRIPTION OF COMMUNITY

3.1 The Community.

The name of the Community shall be Woodlands at Greystone. The Community shall consist of the Units, the Common Facilities, the Controlled Facilities, and all easements, rights and appurtenances belonging thereto. A maximum of two hundred fifty-two (252) Units may be created in the Community.

3.2 Unit Boundaries.

Each Unit will consist of the subdivided Unit as designated on the Plan and Subdivision Plan with a constructed Dwelling for which the Township has issued an occupancy permit. Each Unit is given a Unit number as depicted on the Plan. Units 181, 182 and 183 shall be the initial Units in the Community. The boundaries of each Unit initially created in the Community are shown on the Plan and further described in Exhibit "A-3" attached hereto and made a part hereof.

3.3 Common Facilities.

Common Facilities shall be owned, managed, maintained, repaired, replaced and operated by the Association. The costs of maintaining, managing, repairing, replacing and operating the Common Facilities shall be a Common Expense, irrespective of whether title to the Common Facilities is held by the Association or the Declarant. The Township shall have the right (but not the obligation, except as otherwise expressly stated or required by separate written agreement or Applicable Law) to enforce the Association's obligations with respect to the maintenance, repair and replacement of any and all of the Common Facilities. In addition to the rights and remedies of the Township set forth in Article 9, the Township shall have the right (but not the obligation, except as otherwise expressly stated or required by separate written agreement or Applicable Law) to inspect any and all of the Common Facilities and, if the Township determines that the same are found not to be in working order, if the Township specifically requires remedial action with respect to the Common Facilities, and/or if there is any condition(s) which materially and adversely affect the public health safety and welfare, constitute a nuisance or are in violation of and/or not in compliance with Applicable Law, the Township shall provide the Association with written notice and a reasonable time in which to correct such condition(s). If the Association does not correct all such conditions in a timely manner, the Township shall have the right (but not the obligation, except as otherwise expressly stated or required by separate written agreement or Applicable Law) to correct such condition(s) and to assess its costs and expenses therefor against the Association and/or Unit Owners, as set forth in Section 9.3. The Common Facilities shall consist generally of all real estate not included within the title lines of any Unit (except where otherwise shown on the Plan), and any Improvements on such real estate to be owned by the Association, and, without limitation, shall include the following (to the extent not dedicated to and accepted by a third party pursuant to the Township's prior approval or acceptance) as shown on the Plan:

- (a) **Internal Streets:** The Internal Streets in the Community shall be private streets, which will be owned, maintained, repaired, replaced, re-surfaced, regulated and plowed by the Association, and the cost thereof shall be a Common Expense.



Subject to obtaining such approvals as may be required by Applicable Law, Declarant reserves the right to alter the location of the Internal Streets from the locations shown on the Plan, and the actual as-built location of the Internal Streets will prevail over the locations shown on the Plan. The Internal Streets will not be offered for dedication to the Township and will not become public streets. The Internal Streets MUST BE BUILT.

- (b) **Open Space:** All of land and premises within the Property identified as "Common Open Space" on the Subdivision Plan and Plan shall be deemed Open Space. The Open Space shall not be further subdivided after the Units therein have been created. After completion of Improvements necessary to serve the Community, the Open Space shall not be further developed. Open Space and all Improvements therein shall be Common Facilities, to be owned and maintained by the Association. Except as otherwise provided in Section 5318 of the Act or as indicated by the Subdivision Plan or Plan, the Association shall be prohibited from selling or conveying any portion of the Open Space, other than (i) grants to the Township, the West Goshen Township Sewer Authority or other Utility Service Providers in connection with Utility Easements or Improvements; or (ii) easements which may be granted pursuant to Article 4 hereof. Declarant reserves the right, in its sole discretion, to leave all or any portion of the Open Space in its natural state. Except as expressly indicated on the Subdivision Plan, Plan or otherwise expressly required by Township approvals of the Community, Declarant shall have no obligation to grade, clear, grub, landscape or plant grass in any portion of the Open Space. Except as required by the Subdivision Plan or Plan, any Township approvals of the Community or otherwise set forth herein, Improvements in the Open Space NEED NOT BE BUILT.
- (c) **Common Areas:** All of the land and premises within the Property, but excluding and excepting therefrom the Units and the Dedicated Improvements, shall be deemed "Common Areas," including without limitation the Open Space and the Park, Open Space and Recreation ("P.O.R.") parcel identified on the Subdivision Plan and the Plan. The Common Areas and the Improvements therein shall be Common Facilities, to be owned and maintained by the Association. Except as otherwise provided in Section 5318 of the Act or as indicated by the Plan, the Association shall be prohibited from selling or conveying any portion of the Common Area, other than (i) grants to the Township or Utility Service Providers in connection with Utility Easements or Improvements; or (ii) easements which may be granted pursuant to Article 4 hereof. Declarant reserves the right, in its sole discretion, to leave all or any portion of the Common Areas in their natural state. Except as expressly indicated on the Subdivision Plan, Plan or otherwise expressly required by Township approvals of the Community, Declarant shall have no obligation to grade, clear, grub, landscape or plant grass in any portion of the Common Areas. Except as required by the Plan, any Township approvals of the Community or otherwise set forth herein, Improvements in the Common Areas NEED NOT BE BUILT.

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- (d) **Stormwater Management Facilities:** Stormwater Management Facilities located within the Common Areas of the Community shall be Common Facilities. The Stormwater Management Facilities shall be owned, maintained, improved, repaired, replaced, regulated, managed and controlled by the Association. The Stormwater Management Facilities shall be maintained in accordance with the Post Construction Stormwater Management Plan (which is Sheets 249 and 250 of the Subdivision Plan), the Stormwater Management Facilities Agreement, which is attached hereto as Exhibit "C" and made a part hereof, the PCSM Declaration which is attached hereto as Exhibit "D" and made a part hereof, Applicable Law and subject to the Township's inspection and compliance determinations. Declarant reserves the right to record subsequent amendments to this Declaration to include amendments to the Stormwater Management Facilities Agreement and the PCSM Declaration without the consent of the Association, the Executive Board, the Unit Owners or any Eligible Mortgagees. In addition, the Township shall have the right (but not the obligation, except as otherwise expressly stated or required by separate written agreement or Applicable Law), to enforce the obligations of the Association with respect to the maintenance of the Stormwater Management Facilities, and to assess any resultant costs and expenses, as set forth in Section 9.3. Declarant shall have the right to change or relocate any Stormwater Management Facilities, depending on site conditions or as otherwise determined by the Declarant in its sole discretion subject only to such approvals as are required pursuant to Applicable Law. As more fully set forth in Article 9, the Stormwater Management Facilities shall be maintained by the Association in accordance with the Plan and Subdivision Plan, including without limitation, the Post Construction Stormwater Management Plan and the cost thereof shall be a Common Expense. The Stormwater Management Facilities shown on the Plan MUST BE BUILT.
- (e) **Entrance Features:** Entrance Features that may be installed by the Declarant shall be Common Facilities (to be owned and maintained by the Association), whether within easement areas, in Open Space, or in areas that have been dedicated to the Township, including without limitation Entrance Features at the entrance to the Community and the Greystone Community at the intersection of Phoenixville Pike and Aram Avenue. The Entrance Features NEED NOT BE BUILT.
- (f) **Street Lights:** Street Lights, if any, shall be maintained, repaired and replaced as necessary by the Association, and the cost thereof shall be Common Expense. Street lights shall not be permitted on any streets accepted for dedication by the Township. Except as required by the Plan, Subdivision Plan and any Township approvals of the Community, any Street Lights shown on the Plan NEED NOT BE BUILT.
- (g) **Street Trees:** Street Trees shall be maintained and replaced as necessary by the Association, and the cost of the same shall be a Common Expense. Except as



provided in Section 7.16 below, no Unit Owner (other than Declarant) shall remove any Street Trees.

- (h) **Sidewalks along Internal Streets:** Sidewalks along Internal Streets shall be owned by the Association and maintained (including reasonable snow removal so as to make the Sidewalks reasonably passable), repaired and replaced by the Association, and the cost thereof shall be a Common Expense. The foregoing maintenance, repair and replacement obligations shall be irrespective of whether such Sidewalks are owned by the Association or Declarant. Ice-melting agents which have the potential to damage concrete shall not be used.
- (i) **Other Common Facilities:** All other Improvements, including without limitation: (i) a community center and pool that may be built in the Common Area, (ii) a pedestrian//bike path located along or within the Common Areas, Open Space, along Township Greenway Lands or Units, and (iii) trails, cluster mailboxes and any other Improvements located in Common Area, now existing or hereafter constructed by Declarant or the Association, shall be Common Facilities to be owned, maintained, repaired and replaced by the Association, and the cost thereof shall be a Common Expense. With the exception of the pedestrian/bike path along Aram Avenue, the trails may not be passable in winter months as snow removal from the trails is not required. The trails shall not be lighted. Except as required by the Subdivision Plan, Plan or any Township approvals of the Community, Improvements in the Common Areas, Open Space, and other Common Facilities NEED NOT BE BUILT.

3.4 Controlled Facilities.

The Controlled Facilities are facilities that are not owned by the Association but that are regulated, managed, controlled, maintained, improved, repaired or replaced by the Association. Certain duties and restrictions may be placed on Unit Owners with respect to the Controlled Facilities. The Association is not obligated to insure any of the facilities that are not owned by the Association, except to the extent expressly provided in this Declaration. Notwithstanding anything in this Declaration or by implication to the contrary, the Association shall have no obligation to maintain, repair, replace or pay any costs associated with any Controlled Facilities, except to the extent expressly provided in this Declaration. In each case, the Association will have the right (but not the obligation) to enforce the obligations of the Owner and the restrictions on use. If the Unit Owner required to maintain or otherwise comply with such obligations fails to do so, then the Association shall have the right (but not the obligation) to perform the work necessary to bring the Unit and facilities into compliance, and charge the cost of same to the Unit Owner who failed to do so. In addition to the rights and remedies of the Township set forth in Article 9, the Township shall have the right (but not the obligation, except as otherwise expressly stated or required by separate written agreement or Applicable Law), to enforce the respective obligations of the Association and each Unit Owner with respect to the maintenance of any of the Controlled Facilities. The Township shall have the right (but not the obligation, except as otherwise expressly stated or required by separate written agreement or Applicable Law) to inspect any of the Controlled Facilities and, if the Township discovers defective conditions

which materially and adversely affect the public health safety and welfare, constitute a nuisance or are in violation of Applicable Law, the Township shall provide the Association with written notice and a reasonable time in which to cure the defective conditions. If the Association does not timely cure the defective conditions, the Township shall have the right (but not the obligation, except as otherwise expressly stated or required by separate written agreement or Applicable Law) to cure the defective conditions and to assess any resultant costs and expenses against the Association, as set forth in Section 9.3. The Controlled Facilities in the Community shall consist of the following:

- (a) **Stormwater Management Facilities Excluding Dam 181:** Any Stormwater Management Facilities located within the boundaries of a Unit or within Dedicated Improvements (including without limitation Township Greenway Lands, but excluding Dam 181) shall be Controlled Facilities. Any Stormwater Management Facilities within Units shall be maintained in accordance with the Post Construction Stormwater Management Plan (which is Sheets 249 and 250 of the Subdivision Plan), the Stormwater Management Facilities Agreement, which is attached hereto as Exhibit "C" and made a part hereof, the PCSM Declaration which is attached hereto as Exhibit "D" and made a part hereof, Applicable Law and subject to the Township's inspection and compliance determinations. The Owner of any Unit within which Stormwater Management Facilities are located is prohibited from planting any landscaping items or placing structures on any part of the Stormwater Management Facilities. Unit Owners shall keep any portion of the Stormwater Management Facilities located on such Owner's Unit clear of debris and other obstructions. The Association shall have the right (but shall not have the obligation) to come upon the Units or other Property on which Stormwater Management Facilities are located, from time to time, and (i) if the same are found not to be in working order, or (ii) if the Township specifically requires remedial action with respect to the Stormwater Management Facilities then the Association shall have the right to come upon such Unit and take such remedial action or make such repairs as may be necessary. As more fully set forth in Article 9, any Stormwater Management Facilities within Dedicated Facilities shall be maintained in accordance with a Stormwater Management Facilities Maintenance and Monitoring Agreement for Stormwater Management Facilities in Township Greenway Lands, which was Recorded in Book 9760, Page 1910 and deed(s) of dedication to the Township for Dedicated Improvements, which will be Recorded upon the acceptance of dedication of the Township Greenway Lands by the Township, and the cost thereof shall be a Common Expense that will be shared equally with the Greystone Association pursuant to the Cost Sharing Agreement. Declarant reserves the right to record subsequent amendments to said Stormwater Management Facilities Maintenance and Monitoring Agreement without the further consent of the Association, the Executive Board, Unit Owners or Eligible Mortgagees. The maintenance obligation for Stormwater Management Facilities within the Dedicated Improvements, includes without limitation, the obligation to retrofit or replace the Stormwater Management Facilities if deemed necessary by the Pennsylvania Department of Environmental Protection or the Township in order to comply with the Township's NPDES requirements. The



cost of any such retrofit or replacement shall be assessed against the Unit Owners as a Common Expense via a special assessment. The cost of maintenance of the Stormwater Management Facilities shall be shared equally by the Association and the Greystone Association. The Cost Sharing Agreement governs the timing for payment and collection of said shared costs by the Association and the Greystone Association. In addition, the Township shall have the right (but not the obligation, except as otherwise expressly stated or required by the Subdivision Plan or Applicable Law), to enforce the respective obligations of the Association and each Unit Owner with respect to the maintenance of the Stormwater Management Facilities, and to assess any resultant costs and expenses, as set forth in Section 9.3. Declarant shall have the right to change or relocate any Stormwater Management Facilities, depending on site conditions or as otherwise determined by the Declarant in its sole discretion, subject only to such approvals as are required pursuant to Applicable Law, including, but not limited to Township written approval.

- (b) **Stormwater Management Easements:** Unit Owners (excepting Declarant) are expressly prohibited from erecting or causing or permitting the erection of any tree, shrub, fence, structure, or the installation of any invasive or obstructive plant material, or the change of the grade of the land within any Stormwater Management easements, or conducting any activity therein or thereon which may interfere with the proper and efficient flow and drainage of stormwater.

3.5 Limited Common Facilities.

Limited Common Facilities are a portion of the Common Facilities allocated by this Declaration or by the operation of Applicable Law for the exclusive use of one or more but fewer than all of the Units.

- (a) **Sidewalks and Servicewalks:** Sidewalks and servicewalks leading to the front door of the Units shall be maintained (including reasonable snow removal so as to make the sidewalks reasonably passable), repaired and replaced by the Association and the cost thereof shall be a Limited Common Expense, which shall be assessed against those Unit Owners so benefitted. The foregoing maintenance, repair and replacement obligations shall be irrespective of whether such sidewalks and servicewalks are owned by the Association, Declarant or Township. Ice-melting agents which have the potential to damage concrete shall not be used. As all Unit Owners are intended to be treated equally with regard to such Limited Common Expenses, the Association may include an equal assessment against each Unit in the Community as a component of the Common Expenses Assessments.
- (b) **Driveways:** The Association shall be responsible for reasonable snow removal from driveways serving Units (including said portions on the Unit, which shall be Limited Controlled Facilities) to make them reasonably passable and the cost thereof shall be a Limited Common Expense, which shall be assessed against those Unit Owners so benefitted. Each Unit Owner shall be responsible for the



repair and replacement of the driveway serving his/her Unit even if not wholly located on his/her Unit. As all Unit Owners are intended to be treated equally with regard to such Limited Common Expenses, the Association may include an equal assessment against each Unit in the Community as a component of the Common Expenses Assessments.

(c) **Front and Rear Yard Areas:**

(i) Each Owner will have the exclusive use of the yard areas directly in front of his or her Unit between his or her Unit and the street and directly behind his or her Unit extending a maximum of 15 feet from the building wall ("Yard Areas"). Each Owner's use of his or her Yard Areas shall be subject to the easements and limitations set forth in this Declaration, the Plats and Plans, and any Rules and Regulations adopted by the Executive Board.

(ii) Yard Areas will be mowed and landscaping beds within Yard Areas will be mulched and weeded (as necessary) by the Association, and the cost thereof shall be a Common Expense.

(iii) The Yard Areas of each Unit shall include such Unit's service walks.

(iv) Except for service walks, driveways, post lamps, and in the rear Yard Area, electric fences, no permanent or semi-permanent structures or other Improvements shall be installed or otherwise placed in any Yard Areas.

(v) The Executive Board may adopt Rules and Regulations setting forth additional details concerning permitted and prohibited items and the use of Yard Areas.

- (d) **Decks, Patios and Privacy Fences:** Decks and patios, if any, shall be Limited Common Facilities, for the exclusive use and benefit of the Units to which they are attached or adjacent. Each Owner shall maintain, replace and repair any deck, patio and/or privacy fence which may be constructed adjacent to his or her Dwelling. No deck or patio shall be constructed by any Owner other than Declarant or a Builder, absent architectural approval in accordance with Article 7 and approval of the Township, when required. Absent written approval from the Executive Board and (for so long as Declarant owns at least one Unit) Declarant (which approval Declarant and the Executive Board shall have no obligation to give), no deck or patio shall extend more than fifteen (15') from the rear wall of the Dwelling and shall be no wider than the Unit. All decks and/or patios must comply with applicable Township regulations.

3.6 Limited Controlled Facilities.

Limited Controlled Facilities are a portion of the Controlled Facilities, other than Controlled Facilities which are themselves part of a Unit, allocated by or pursuant to this Declaration for the

exclusive use of one or more but fewer than all of the Units. The Limited Controlled Facilities are as follows:

- (a) **Standards for Exterior Appearance/Exterior Maintenance:** The Executive Board shall have the right to regulate the exterior appearance of each Unit and the Improvements thereon (including Dwellings) and/or to assume all or part of the maintenance thereof, as more fully set forth in Section 3.12.
- (b) **Water Laterals:** Each water lateral and line connecting the Dwelling on a Unit to the water main, shall be owned, maintained, repaired and replaced by the Owner of such Unit. The Declarant and the Association reserve the right (but not the obligation) to inspect same, to order such repairs as may be necessary for the health and welfare of the Community, and upon failure to do so by Owner, to make such repairs as may be necessary and assess the costs of such repairs against the individual Unit Owner as a Limited Common Expense.
- (c) **Sanitary Sewer Laterals:** Each sanitary sewer lateral and line connecting the Dwelling unit on a Unit to the sewer main, shall be owned, maintained, repaired and replaced by the Owner of such Unit. The Declarant and the Association reserve the right to inspect same, to order such repairs as may be necessary for the health and welfare of the Community, and upon failure to do so by a Unit Owner, to make such repairs as may be necessary and assess the costs of such repairs against the individual Unit Owner as a Limited Common Expense.
- (d) **Retaining Walls:** Any retaining walls constructed on Units that serve more than one Unit shall be maintained, repaired and replaced by the Association and the cost thereof shall be a Common Expense. Any retaining walls permitted to be constructed on a Unit by the Unit Owner shall be maintained, repaired and replaced by the Owner of such Unit.

3.7 Dedicated Improvements.

The Dedicated Improvements shall be completed by the Declarant, and upon completion shall be dedicated to the Township, the West Goshen Township Sewer Authority, other Utility Service Provider or other third party. If any Dedicated Improvement is not accepted for dedication, or during any interim period pending dedication, the same shall be a Common Element, shall be owned, maintained, repaired, replaced, operated and managed by the Association, and the cost thereof shall be a Common Expense, and said Dedicated Improvement shall be conveyed to the Association pursuant to Section 3.8 hereof (subject to the obligation to dedicate said Dedicated Improvement in accordance with the terms of the original offer of dedication). Each Dedicated Improvement shall cease to be subject to this Declaration, upon the acceptance of dedication thereof (except that Declarant shall retain its easement rights pursuant to Article 4 below, and all easements of record, shown on the Plan, or otherwise created or identified in this Declaration shall be unaffected by such dedication). The Dedicated Improvements include:

- (a) **Aram Avenue:** The street identified on the Subdivision Plan and Plan as Aram Avenue shall be offered for dedication to the Township. Until Aram Avenue is



accepted for dedication, the Declarant shall own it or, at Declarant's election, shall convey all or part of it to the Association. Subject to obtaining such approvals as may be required by Applicable Law, Declarant reserves the right to alter the location of the street from the location shown on the Subdivision Plan and Plan, and the actual as-built location of the street will prevail over the location shown on the Subdivision Plan and Plan. The street MUST BE BUILT.

- (b) **Water Mains and Utility Facilities:** Water mains and appurtenant facilities servicing the Community (including easements) within the Aram Avenue, Internal Streets or within Common Areas shall be offered for dedication to a Utility Service Provider. Until these Improvements are accepted for dedication, Declarant shall own them or, at Declarant's election, shall convey them to the Association. From and after the time such Improvements are substantially complete, the same shall be maintained by the Association and the cost thereof shall be a Common Expense. Any water line or lateral connecting the Dwelling on a Unit to the water main, shall be owned, maintained, repaired and replaced by the Owner of such Unit.
- (c) **Sanitary Sewer Facilities:** Sanitary Sewer Facilities (including easements) shall be offered for dedication to the West Goshen Township Sewer Authority. Until the Sanitary Sewer Facilities are accepted for dedication, Declarant shall own them or, at Declarant's election, shall convey them to the Association. From and after the time such Improvements are substantially complete, the same shall be maintained by the Association and the cost thereof shall be a Common Expense. Any sewer line or lateral connecting the Dwelling on a Unit to the sewer main, shall be owned, maintained, repaired and replaced by the Owner of such Unit.
- (d) **Township Greenway Lands:** Township Greenway Lands shall be offered for dedication to the Township in accordance with a Declaration of Restrictive Covenants, which was Recorded in Deed Book 9939, Page 1479. Until the Township Greenway Lands are accepted for dedication, the Declarant shall own the Township Greenway Lands, or at the Declarant's discretion, shall convey all or a portion of the Township Greenway Lands to the Greystone Association. Notwithstanding the foregoing, after acceptance of dedication of the Township Greenway Lands by the Township, the Association and the Greystone Association shall be responsible for the cost of maintenance, improvement, repair and replacement of the Stormwater Management Facilities in the Township Greenway Lands, except for Dam 181, for which the Association shall be responsible to provide an annual contribution as set forth in Section 3.7(e).
- (e) **Dam 181:** A dam identified as "Dam 181" on the Plan is located within the Township Greenway Lands. Upon acceptance of dedication of Dam 181 by the Township, the Township shall be responsible for the maintenance of Dam 181. The Association shall provide an annual contribution to the Township submitted no later than sixty (60) days after receipt of a summary from the Township of

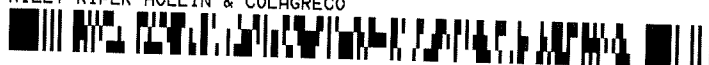
Dam 181 Maintenance Costs (as defined below) by the Greystone Association to the Township, which shall be based on the prior year's actual maintenance costs and future maintenance needs for Dam 181 ("Dam 181 Maintenance Costs"). The cost of said annual contribution for Dam 181 Maintenance Costs shall be shared equally by the Association and the Greystone Association, and the Association's share shall be assessed against the Unit Owners as a Common Expense. The Cost Sharing Agreement shall the timing and payment of said shared costs by the Association to the Greystone Association for remittance to the Township.

The Declarant has posted financial security, in an amount acceptable to the Township, in connection with the approval of the Subdivision Plan, which financial security is sufficient to complete the construction of the Dedicated Improvements that shall be offered for dedication to the Township, West Goshen Township Sewer Authority, other Utility Service Provider and other third parties. The Declarant hereby reserves the right to designate or alter the Dedicated Improvements as shown on the Subdivision Plan and Plan as may be required by the Township, the West Goshen Township Sewer Authority, the Commonwealth of Pennsylvania, other Utility Service Provider or U.S. Army Corps of Engineers. In the event that the Township, the West Goshen Township Sewer Authority or any other Utility Service Provider elects not to accept dedication of any of the Dedicated Improvements, then said Dedicated Improvements shall be retained by or conveyed to the Association, to be owned, maintained, managed, repaired and replaced as Common Facilities.

3.8 Conveyance of Common Facilities.

The Declarant shall complete the Common Facilities to the extent required by Applicable Law as a condition of dedication to the Association, and shall convey same to the Association on or before the deadline for such conveyance, as required pursuant to Applicable Law. However, the Declarant reserves the right to convey the Common Facilities, in whole or in part, at any time prior to the deadline for such conveyance. In the event the Common Facilities are not substantially complete at the time of conveyance, the Declarant covenants that it shall substantially complete the Common Facilities being conveyed and shall provide a third-party guarantee, bond, escrow, letter of credit or other mechanism assuring completion of such Common Facilities (which condition shall be deemed satisfied by the existence of financial security posted by Declarant with the Township in connection with the approval of the Subdivision Plan). The foregoing obligation to convey will be binding upon the Declarant and any successor in interest of the Declarant in the portion of the Community consisting of such Common Facilities, whether or not the successor succeeds to any Special Declarant Rights of Declarant. The Declarant will own the Common Facilities before such conveyance. Declarant shall convey the Common Facilities to the Association by Recording a fee simple deed of special warranty which names the Association as grantee, which deed may be recorded at any time in Declarant's sole discretion, subject only to Applicable Law. The Association shall be irrevocably deemed to have unconditionally accepted such conveyance of the Common Facilities and no further action by the Association or the Executive Board shall be required in connection with such conveyance. No consideration shall be payable by or to the Association. All liens shall be released as of the date of such conveyance.

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3.9 Withdrawable Real Estate.

The Declarant reserves no right to withdraw real estate from the Community.

3.10 Additional Real Estate.

(a) **Right to Add Additional Real Estate and to Create Units, Common Elements and Limited Common Elements in the Additional Real Estate:** Declarant reserves the option, until the expiration of ten (10) years from the date this Declaration is first recorded (or in the case of a preliminary plan calling for the installation of improvements in phases, one hundred twenty (120) days after Township approval or denial of each particular phase's final plan which was filed prior to the deadline approved by the Township Board of Supervisors pursuant to Section 508(4)(v) of the Pennsylvania Municipalities Planning Code, or in the event of an appeal from the Township approval or denial of the final plan, one hundred twenty (120) days after a final judgment on appeal), to add all or any portion of the Additional Real Estate to the Community and to create Units, Common Elements and Limited Common Elements in the Additional Real Estate, from time to time in all or any portion of the Additional Real Estate in any order and without limitation (other than limitations created or imposed by the Act, any other governing law or the Township). This option shall not terminate prior to its expiration except by amendment to this Declaration recorded by Declarant. This option may be exercised by the Declarant without the consent or approval of any Owner, the Executive Board or any Eligible Mortgagee. The maximum number of Units that may be created in the Additional Real Estate shall not exceed one hundred ninety-two (192).

(b) **Procedure for Adding the Additional Real Estate:** Upon the Declarant's election to convert all or any portion of the Additional Real Estate and to create Units, Common Elements and/or Limited Common Elements in all or any portion of the Additional Real Estate, the Declarant shall, at its own cost and expense, prepare and record supplements or amendments to this Declaration and the Declaration Plan. The Declarant retains the right to record said supplements or amendments without the prior approval of the Association, the Executive Board, Eligible Mortgagees or the Unit Owners.

(c) **Assurances:** The Declarant makes no assurances:

- (i) that the Additional Real Estate or any portion thereof will be added or converted in any particular order;
- (ii) that, if any of the portion of the Additional Real Estate is added or converted, any other Additional Real Estate will be added or converted;
- (iii) that the Dwellings that may be erected upon any portion of the



Additional Real Estate will be compatible with the Dwellings in the Community in terms of architectural style, quality of construction, principal materials or size;

- (iv) as to all other Improvements, Common Elements and/or Limited Common Elements that may be created upon or within any portion of the Additional Real Estate;
- (v) as to any limitations on locations of any Dwellings or other Improvements that may be made with the Additional Real Estate; and
- (vi) as to whether any Common Elements or Limited Common Elements created within the Additional Real Estate will be of the same general types and sizes as with those within other parts of the Community; or will be approximately equal to the proportion existing within other parts of the Community.

(d) Reallocation of Common Expense Percentages and Votes in the Association:

If Units are created within the Additional Real Estate, then each Unit in the Community will be entitled to one (1) vote in the Association, will continue to have equal interest to that of all other Units in the Association and will bear equal share of the Common Expense liability, except as otherwise provided in this Declaration with respect to the Unit Owners Limited Common Expense liability.

3.11 Convertible Real Estate.

- (e) Right to Create Units and Limited Common Elements in the Convertible Real Estate:** Declarant reserves the option, until the expiration of ten (10) years from the date this Declaration is first recorded (or in the case of a preliminary plan calling for the installation of improvements in phases, one hundred twenty (120) days after Township approval or denial of each particular phase's final plan which was filed prior to the deadline approved by the Township Board of Supervisors pursuant to Section 508(4)(v) of the Pennsylvania Municipalities Planning Code, or in the event of an appeal from the Township approval or denial of the final plan, one hundred twenty (120) days after a final judgment on appeal), to create Units and Limited Common Elements, from time to time in all or any portion of the Convertible Real Estate in any order and without limitation (other than limitations created or imposed by the Act, any other governing law or the Township). This option shall not terminate prior to its expiration except by amendment to this Declaration recorded by Declarant. This option may be exercised by the Declarant without the consent or approval of any Owner, the Executive Board or any Eligible Mortgagee. The maximum number of Units that may be created in the Convertible Real Estate shall not exceed fifty-seven (57).

(f) **Procedure for Converting the Convertible Real Estate:** Upon the Declarant's election to convert all or any portion of the Convertible Real Estate and to create Units and/or Limited Common Elements in all or any portion of the Convertible Real Estate, the Declarant shall, at its own cost and expense, prepare and record supplements or amendments to this Declaration and the Declaration Plan. The Declarant retains the right to record said supplements or amendments without the prior approval of the Executive Board, Eligible Mortgagees or the Unit Owners.

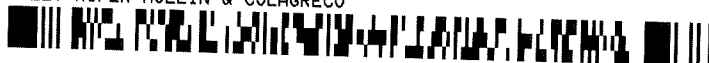
(g) **Assurances:** The Declarant makes no assurances:

- (vii) that the Convertible Real Estate or any portion thereof will be converted in any particular order;
- (viii) that, if any of the portion of the Convertible Real Estate is converted, any other Convertible Real Estate will be converted;
- (ix) that the Dwellings that may be erected upon any portion of the Convertible Real Estate will be compatible with the Dwellings in the Community in terms of architectural style, quality of construction, principal materials or size;
- (x) as to all other Improvements and/or Limited Common Elements that may be created upon or within any portion of the Convertible Real Estate;
- (xi) as to any limitations on locations of any Dwellings or other Improvements that may be made with the Convertible Real Estate; and
- (xii) as to whether any Limited Common Elements created within the Convertible Real Estate will be of the same general types and sizes as with those within other parts of the Community; or will be approximately equal to the proportion existing within other parts of the Community.

(h) **Reallocation of Common Expense Percentages and Votes in the Association:**

If Units are created within the Convertible Real Estate, then each Unit in the Community will be entitled to one (1) vote in the Association, will continue to have equal interest to that of all other Units in the Association and will bear equal share of the Common Expense liability, except as otherwise provided in this Declaration with respect to the Unit Owners Limited Common Expense liability.

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3.12 Owner's Maintenance Responsibilities.

Each Owner shall maintain his or her Unit and all Improvements thereon (including the Dwelling) in accordance with the standards and requirements set forth herein and any Rules and Regulations which may be adopted by the Executive Board; except for lawn area, if any, within Units, which shall be the responsibility of the Association to mow. Further, the Association shall have the right, at the Executive Board's sole election, to assume all or any portion of the maintenance responsibilities for Units and any Improvements thereon (including Dwellings), in which event all expenses attributable to such maintenance shall be assessed as either a Common Expense or a Limited Common Expense (billed to each Owner benefiting from such maintenance), as determined by the Executive Board in its sole election. By way of example (and not limitation), the Association may (but shall have no obligation) to maintain, replace and repair some or all of the exterior components of the Dwellings (such as masonry, siding, roofs, shutters, windows and/or decks) in order to preserve and protect the appearance of the Community. The Executive Board may adopt any procedures and policies that the Executive Board, in its sole discretion, deems appropriate in order to plan, fund and implement such maintenance. In addition, the Executive Board may establish Rules and Regulations which include standards governing the exterior appearance of each Unit and the Improvements thereon (including the Dwelling), and the replacement materials that must be used when maintaining and replacing same. If the Owner fails to comply, then the Association shall have the right (but not the obligation) to perform the necessary work. The costs thereof shall be Limited Common Expenses to be assessed and paid by the Owners of the Units to which such charges apply.

3.13 Propane Gas Service.

The Association has entered into a Gas Equipment & Delivery Agreement (the "Gas Agreement") with Layline Infrastructure, LLC, a Delaware limited liability company ("Facilities Provider") and Greenleaf Propane, LLC, a Delaware limited liability company ("Initial Propane Supplier") for (i) the provision of certain equipment and facilities to provide propane gas to the Association by Facilities Provider, and (ii) for the provision and delivery of propane gas and related services by Initial Propane Supplier, who in turn is obligated to provide propane gas to each Unit in the Community. A copy of the Gas Agreement is attached hereto as Exhibit "F". Pursuant to the Gas Agreement, each Unit Owner is required to purchase its propane gas service from the Association. Each Unit Owner shall be prohibited from contracting with another propane gas company to provide such propane gas services, except as otherwise provided in the Gas Agreement. Although Facilities Provider and Initial Propane Supplier have entered into the Gas Agreement with the Association, Initial Propane Supplier will invoice each Unit Owner directly in accordance with the charges specifically set forth in the Gas Agreement, and each Unit shall be solely responsible for the payment of such invoice directly to Initial Propane Supplier.

(a) Developer shall require Builder to install in the Units heating, hot water and cooking facilities that are operated with propane gas.

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(b) Each initial Owner of a Unit shall pay a non-refundable "Connection Fee" to Initial Propane Supplier at closing in the amount of Ninety-Five and 00/100 Dollars (\$95.00), which shall be used to set a meter and to set up an account for the Owner of the Unit.

(c) Upon the resale of a Unit, the purchasing Owner of the Unit shall pay a non-refundable "Transfer Fee" to Initial Propane Supplier at closing in the amount of Sixty-Five and 00/100 Dollars (\$65.00), which shall be used in transfer the account from the selling Owner to the purchasing Owner of the Unit.

(d) The Owner of a Unit shall be required to pay Initial Propane Supplier (and if applicable Facilities Provider) the propane gas charges, described on the Rate/Term Schedule attached to the Gas Agreement, on a monthly basis.

(e) At every closing of the transfer of a Unit, the purchasing Owner of the Unit shall execute the Gas Service Ratification Agreement attached hereto as Exhibit "G" to confirm their acknowledgment of the Gas Agreement and the terms contained therein.

(f) Neither Declarant (nor any Builder) nor the Unit Owners of the Units shall be permitted to amend this Section 3.13 in a manner to adversely impact the rights of Facilities Provider and Initial Propane Supplier under the Gas Agreement without Facilities Provider and Initial Propane Supplier's prior written consent.

3.14 Neighborhood Improvement District.

The Property is within the Woodlands at Greystone Neighborhood Improvement District ("NID"). The purpose of the NID is to facilitate the issuance of special assessment bonds for the purpose of financing public improvements for the real estate shown on the Subdivision Plan. The public improvements funded by the bonds include, but are not limited to, the Aram Avenue (arterial collector road) improvements, inclusive of culverts; road improvements to U.S. Route 322, Phoenixville Pike, Greenhill Road East and West and Pottstown Pike; sidewalk and curbing; landscaping in the public right of way; water and sewer improvements; a pump station; public parking areas; Township Greenway Lands and open space improvements; dam repairs; and wetland mitigation. These improvements are being built to provide service and additional capacity for the real estate in the NID.

Special assessments will be levied on the real estate within the NID, including without limitation the Units, for the purpose of repaying the bonds ("NID Assessments"). NID Assessments will be levied and collected from Unit Owners based on the estimated proportionate benefit to the real estate from the public improvements.

NID Assessments will be collected by the Woodlands at Greystone Neighborhood Improvement District Management Association ("NIDMA") at the same time and subject to the same provisions as real property taxes levied by the Township. Accordingly, NID Assessments will be due without penalty by April 30th and June 30th of each year. NID Assessment bills will be printed and mailed by a third-party entity hired by the NIDMA. The NID Assessment bills will be printed and mailed each year for a period of thirty (30) years from the date the special obligation NID Assessment bonds were issued.



The failure of a Unit Owner to pay his or her NID Assessment will not affect any other Unit Owner in the NID. If a Unit Owner fails to pay his or her NID Assessment, the NIDMA will employ the normal collection procedures available to it for all delinquent real property tax collection efforts.

Details related to the NID Assessments can be found in the *Woodlands at Greystone West Goshen Township, West Chester School District, Chester County, Pennsylvania Neighborhood Improvement District Plan* ("NID Plan"). Specifically, Appendix A of the NID Plan represents the *Rate and Method of Apportionment of Special Assessments* ("RMA"), which articulates the method of allocating NID Assessments on a parcel by parcel basis. A comprehensive list of the tax parcels comprising the NID and the corresponding NID Assessment obligation can be found in Appendix B of the NID Plan, the "Assessment Roll". The Assessment Roll is updated on an annual basis by the NIDMA and a copy of the adopted annual Assessment Roll can be obtained by contacting the Administrator of the NIDMA.

ARTICLE 4 - EASEMENTS

4.1 Easements Shown on Plan.

Declarant declares and reserves for itself, its successors and assigns, and the Association, in perpetuity, the easements shown on the Subdivision Plan and Plan.

4.2 Easement of Owners Over the Common Facilities.

Each Unit Owner shall have the right to use and enjoy, in common with the Declarant and with all other Unit Owners, and their tenants, family members, invitees and guests, the Common Facilities (except for driveways and walkways serving only one Dwelling and the lawn area associated therewith equivalent to the width of the Dwelling) subject to such Rules and Regulations regarding the use of the Common Facilities as the Executive Board may adopt from time to time. No Unit Owner may make any Improvements or alterations or do any work to any of the Common Facilities except to maintain, repair and replace the driveway or walkways serving the Unit. No Unit Owner shall impair any easement within any of the Common Elements without the approval of the Executive Board and the unanimous consent of all Unit Owners affected thereby. No Unit Owner shall perform or permit to be performed any work to any portion of his Unit, which work may require access to, over or through Common Elements, without the prior consent of the Executive Board in accordance with Section 7.22 herein. To the extent that driveways and walkways are constructed in the Common Facilities to serve Units, there shall be an easement over the portion of the Common Facilities where driveways or walkways are located for the benefit of the Unit served by said driveway or walkways.

4.3 Easements of Declarant/Association.

(a) **Easement for Construction of Community:** Declarant hereby reserves unto itself and a Builder the right and privilege with respect to the construction of Dwellings, Common Elements, or any other Improvements, which reservation shall survive the conveyance of the last Unit owned by Declarant for a period of five (5) years, to go upon such portions of the Property, including the Units, at any time as may be reasonably necessary: (a) for the purposes



of construction, reconstruction, maintenance, repair, renovation, replacement or correction of any Dwelling, Improvement or Common Element; (b) at any time with reasonable prior notice, to conduct grading activities and change the existing grade to match or tie in to the grading of the adjacent Units; (c) to correct any violations of ordinances, including setback requirements or other construction related matters; and (d) for the purpose of discharging the Declarant's obligations or exercising the Declarant's rights. This Section shall not be amended without the prior written consent of the Declarant.

(b) **Stormwater Management Easements:** Declarant hereby reserves unto itself, which reservation on behalf of Declarant shall survive the conveyance of the last Unit owned by Declarant for a period of five (5) years, and also for the benefit of the Association, perpetual, non-exclusive blanket easements over the entire Property for purposes of (i) constructing, adjusting, repairing, maintaining and utilizing the Stormwater Management Facilities to divert the free and uninterrupted natural flow and drainage of surface waters from the Property into any stormwater detention basins, pipes, swales, channels or other natural or artificial means to convey surface waters from any portion of the Property; and (ii) the discharge, drainage and runoff of surface water caused by natural forces or the Improvements. Declarant hereby further reserves unto itself, which reservation on behalf of Declarant shall survive the conveyance of the last Unit owned by Declarant for a period of five (5) years, and also for the benefit of the Association, in perpetuity, all Stormwater Management Easements of Record, visible upon the ground, set forth in this Declaration, or as depicted on the Plan. This Section shall not be amended without the prior written consent of the Declarant.

(c) **Easements for Current and Future Utilities:** Declarant hereby reserves unto itself and a Builder, and also for the benefit of the Association, and any applicable third party who is granted such rights: (i) perpetual easements over, under and through the Property for all Utilities as shown on the Plan and any other Utilities installed or to be installed for the benefit of the Community and the Unit Owners; and (ii) for a period of five (5) years following the conveyance of the last Unit owned by the Declarant, the right to grant easements over the Property and any of the Units that are deemed reasonable by the Declarant (or the Association, as applicable) in connection with the supply of Utility services to the Community or any real estate not included in the Community. Such easements may be granted to or for the ultimate use or benefit of the West Goshen Township Sewer Authority or any Utility Service Provider, for the present and future installation, maintenance, repair and replacement of Utilities, and the facilities and appurtenances necessary to the same. This Section shall not be amended without prior written consent of the Declarant.

(d) **Propane Gas Easement:** Declarant hereby grants Facilities Provider and Initial Propane Supplier an easement or other rights of access on, over, through and across the Property, as reasonably required by Facilities Provider and Initial Propane Supplier, (i) in order to allow Facilities Provider and Initial Propane Supplier to complete their respective obligations set forth in the Gas Agreement, (ii) for the construction, reconstruction, installation, maintenance, inspection, repair, renovation, replacement or correction of the Equipment (as defined in the Gas Agreement) by Facilities Provider, and (iii) for the construction, reconstruction, installation, maintenance, inspection, repair, renovation, replacement or correction by Facilities Provider and/or Initial Propane Supplier of any such mains, storage facilities (including, without



limitation, individual on-lot storage tanks), service lines, pipes, valves, shut-off boxes, tees, connectors, regulators, meters and appurtenances thereto necessary to properly store the required propane gas at the Development. The easements granted under this Section 4.3(d) shall run in favor of Facilities Provider and Initial Propane Supplier (and their respective successors and assigns) as a Utility Service Provider to the Development. Nothing in this Section 4.3(d) shall limit any other easements of recorded granted in favor of Facilities Provider.

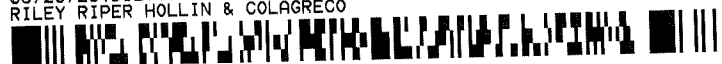
(e) **Other Third Party Easement Rights That May Be Granted:** Declarant reserves the right to subject any portion of the Property to easements and/or licenses in favor of any real estate not included in the Community, or in favor of any person who is not a Unit Owner or occupant of a Unit in the Community. This reservation shall survive the conveyance of the last Unit owned by Declarant for a period of five (5) years. Any such easements and/or licenses that hereinafter may be granted pursuant to this Section 4.3(e) shall be described in a separate grant duly Recorded. The easement document shall contain a description of the easements and/or licenses so granted, and shall be accompanied, where appropriate, by a description of the effect on the Association and Unit Owners of the grant of easements and/or licenses, including without limitation, any impact on the budget of the Association and effect on the Common Elements of the Community. This Section shall not be amended without the prior written consent of the Declarant.

(f) **Easement for Inspection, Maintenance and Abatement:** The Declarant hereby reserves for itself, the Association and its Executive Board, Directors and agents, a perpetual easement to access each Unit, as well as any other part of the Property, as may be necessary in order to inspect, maintain, repair or replace any Common Elements therein or accessible therefrom, or to inspect for and abate any violation of this Declaration, Applicable Law, nuisance, or any of the Rules and Regulations of the Association. This Section shall not be amended without the prior written consent of the Declarant.

(g) **Declarant's Easement for Marketing:** The Declarant reserves to itself, its successors and assigns, and a Builder, the right to install, maintain and keep Materials and Models in the Common Elements and on portions of the Property owned by Declarant, in connection with the development of the Property, the installation and construction of the Improvements, and the work to be done in connection therewith, and with respect to the marketing of Dwellings. Such rights and easements shall be reserved to the Declarant for so long as Declarant (or its successors and assigns) owns at least one (1) Unit in the Community. This Section shall not be amended without the prior written consent of the Declarant.

4.4 Easements of Township.

(a) **Easement for Maintenance:** The Declarant hereby grants unto the Township, its successors and assigns, a perpetual, non-exclusive easement over the Property, for the purpose of inspecting, maintaining, servicing, repairing and replacing any of the Common Elements, including without limitation the Stormwater Management Facilities, as are reasonably necessary to enable the Township to exercise its rights pursuant to Article 9. This easement shall apply to every Unit on which any Stormwater Management Facilities or other Common Elements or related facilities are located, and all necessary access thereto. Nothing herein, however, shall



obligate the Township to perform maintenance obligations on behalf of the Association. In the event of any earth disturbance, the Township shall restore the affected Property as nearly as reasonably practical to its prior condition, but shall not be responsible for the growth of grass, landscaping, trees or other plant material.

(b) Emergency Access Easement over Open Space Parcel I: A variable width perpetual and non-exclusive easement for ingress and egress from Greenhill Road over a portion of Open Space Parcel I, as further shown on the Subdivision Plan and Plan, shall exist for the benefit of the Township, its respective officers, agents and employees (but not the public in general) and all police, fire and emergency personnel engaged in the proper performance of their respective official duties for the passage of vehicles and equipment in the event of an emergency where such access is reasonably required.

4.5 Encroachments.

If (i) the Improvements with respect to any Unit encroach upon any other Unit or upon any portion of the Common Elements, or (ii) if any portion of the Common Elements hereafter encroaches upon any Unit; in either event as a result of an error or discrepancy on the part of Declarant or any of Declarant's contractors or subcontractors, settling or shifting of any building or buildings in which they are located or for other reasons, other than as a result of the purposeful or negligent act or omission of the Owner of the encroaching Unit, or of the Association in the case of encroachments by the Common Elements, a valid easement appurtenant to the encroaching Units or Common Elements for the encroachment and for the maintenance of the same shall exist for so long as the encroachment shall exist. In the event of an encroachment, boundary conflict or violation of Applicable Law, which results from an error or discrepancy on the part of Declarant or any of Declarant's contractors or subcontractors, the Association and each Unit Owner shall be required to fully cooperate, in good faith and without delay, in actions taken by Declarant to address such issues, and shall have no claim for damages or compensation as a result of such encroachment, conflict, violation or cooperation.

4.6 Recorded Easements and Licenses.

Attached hereto and made a part of this Declaration as Exhibit "H" is a list of the recording data for Recorded easements and licenses appurtenant to or included in the Community or to which any portion of the Community is or may become subject. The Declarant reserves the right to add to or eliminate any or all of the easements and licenses described in Exhibit "H".

ARTICLE 5 - ASSOCIATION; MEMBERSHIP; ASSESSMENTS

5.1 Association.

(a) General Powers and Duties: The Association shall be the governing body for and on behalf of all Unit Owners, and shall have all duties, rights, privileges and responsibilities as are set forth in this Declaration, in the Bylaws and in the Act. All rights, powers and duties that are granted to the Association pursuant to this Declaration, the Bylaws or the Act shall be exercised, carried out and performed by and through the Executive Board, except when any



provision of this Declaration, the Bylaws or the Act requires that any such powers, rights, duties or privileges may be exercised or carried out only by Members.

(b) Association's Obligation to Maintain: The Association shall be responsible for the following: (i) the maintenance, repair, cleaning, mowing and general maintenance of all Common Facilities required or permitted to be constructed by Declarant pursuant to the Plan or Applicable Law and abatement of nuisances; (ii) the regulation, maintenance, repair and/or replacement of the Controlled Facilities as provided herein; (iii) the maintenance, repair, cleaning, mowing, snow plowing and ice removal, and general maintenance of Internal Streets, and other Improvements as may be necessary from time to time to ensure the proper functioning of the Common Elements, or as otherwise may be required by the Township from time to time; and (iv) any and all obligations relating to the Common Elements established in connection with the approval of the Plan and/or Applicable Law. The Association shall have an easement over and across any part of the Property, including any Unit on which such facilities are located, for the purpose of gaining access and doing all things necessary to maintain, repair, clean, or replace the same, and to take such action as is necessary or appropriate to comply with Applicable Law and abate nuisances. The costs and expenses of maintenance, cleaning, repairing and replacing such facilities shall be deemed to be Common Expenses or Limited Common Expenses of the Association.

(c) Controlled Facilities: The Association shall have the right (but not the obligation) to come upon the Units where Controlled Facilities and/or Limited Controlled Facilities are located, from time to time, to inspect, maintain and repair the Controlled Facilities and/or the Limited Controlled Facilities and to assess the cost thereof as a Common Expense of the Association, in the case of the Controlled Facilities, or a Limited Common Expense, in the case of Limited Controlled Facilities.

(d) Assessments: The Association shall also have the power and duty to levy and collect Assessments against all Unit Owners for the purpose of paying the Common Expenses and other costs, expenses and obligations incurred or to be incurred by the Association from time to time, and to levy and collect Assessments against all or fewer than all of the Unit Owners for services provided to or benefiting fewer than all Units, or for damages caused by Unit Owners or residents of particular Units, and for those other purposes set forth in this Declaration or otherwise permitted by law. Without limiting the generality of the foregoing, the Association shall have the right to levy and collect special Assessments at such times and in such amounts as the Executive Board deems necessary for emergency or unplanned repairs to Common Elements, to address conditions affecting the health, safety and welfare of the Unit Owners, for Common Expenses incurred but not reflected in the budget, for compliance with Applicable Law, abatement of nuisances, or for any other purpose for which Applicable Law permits a special Assessment to be levied and collected. Common Expenses benefiting fewer than all of the Units may be assessed as Limited Common Expenses exclusively against the Units benefited.

(e) Delegation of Powers: The Association shall have the right, subject to any limitation set forth in the Bylaws, to delegate one or more of its duties hereunder to a manager or agent, or to other persons, firms or corporations. The Association shall have the right to terminate any contracts with any such managers, agents or other firms, without further liability



on the part of the Association, in accordance with Section 5305 of the Act. All other terms and conditions of such contracts shall be as determined by the Executive Board.

(f) Accept Common Facilities: The Association shall have the unconditional obligation to accept conveyance to it of sole or common title to, or the right to use, the Common Facilities, and shall have the right and obligation to accept conveyance to it of any other real and personal property that the Association has the right or obligation to acquire or maintain pursuant to the terms of this Declaration. The Association shall have the right to acquire, own and maintain such other personal property as the Association deems necessary and appropriate in connection with the performance by the Association of its rights, duties, obligations and privileges hereunder.

(g) Other Rights and Powers: Without limiting the general grant of authority and duties provided in this Section, the Association, acting by and through the Executive Board, shall have the following rights, duties, obligations and privileges:

- (1) To maintain, manage and keep the Common Elements in good condition and repair and to make any necessary repairs and replacements thereof or thereto (provided, however, that the Association's obligation to maintain, repair or replace Controlled Facilities is limited to such obligations as are expressly provided in this Declaration);
- (2) To install, maintain, repair and replace the Entrance Features;
- (3) To purchase any insurance coverages or fidelity bonds required or permitted to be obtained for or on behalf of the Association hereunder;
- (4) To adopt operating and capital budgets of the Association with respect to the Common Elements, and to make amendments thereto, as from time to time may be necessary;
- (5) To compute, levy, assess and collect Assessments;
- (6) To enforce the collection of delinquent Assessments by any one or more methods set forth in this Declaration or permitted by the Act, including entry of a lien against any Unit to which a deficiency applies, and to impose late payment fees or charges, and after providing for notice and an opportunity to be heard, to levy reasonable fines for violations of this Declaration, the Bylaws or the Rules and Regulations;
- (7) To enter into contracts or agreements with third parties as may be necessary or appropriate from time to time in connection with the performance of the Association's rights, duties and obligations hereunder, and to pay for goods and services furnished to the Association pursuant to such contracts or agreements;
- (8) To adopt, amend and repeal, from time to time, the Bylaws and such Rules and Regulations as the Executive Board may deem necessary or appropriate for the regulation of the use and enjoyment of the Property;



- (9) To enforce by one or more remedies available at law or in equity, any and all of the provisions of this Declaration;
- (10) To grant easements to third parties pursuant to Article 4 or as otherwise permitted by Applicable Law, including but not limited to, easements over, across or under the Common Areas or any portions thereof, after the Common Areas have been conveyed by Declarant to the Association, as may be necessary from time to time for the benefit of the Declarant, the Association or any of its Members (such easements may be granted/reserved by Declarant pursuant to Article 4);
- (11) To prosecute or defend claims, administrative proceedings, suits, and causes of action by or against the Association and to litigate, arbitrate, settle, compromise and/or release any such claims;
- (12) To impose fees for the preparation and Recording of amendments to this Declaration and a charge for resale certificates and statements of unpaid assessments;
- (13) To provide for indemnification of the Directors and to maintain directors and officers liability insurance (including the maintenance of directors' and officers' liability insurance for so long as an appointee of the Declarant remains on the Executive Board);
- (14) To dedicate and convey the Common Areas or parts thereof, after the Common Areas have been conveyed to the Association by the Declarant, to the Township in accordance with the terms of this Declaration and the Act;
- (15) To cause additional Improvements to be made as part of the Controlled Facilities;
- (16) To take all actions necessary to comply with Applicable Law and abate nuisances;
- (17) To perform architectural review and approval functions in accordance with Article 7 of this Declaration; and
- (18) To do all things necessary or expedient in order to carry out all the powers, rights, privileges, duties and functions of the Association as are set forth herein.

(h) Legal Actions: The Association shall not begin any judicial or administrative proceedings unless such action is first approved by Unit Owners owning at least eighty (80%) percent of the Units in the Community (and not simply 80% of the Units represented at a meeting). The foregoing requirement shall not apply to actions brought by the Association to enforce the provisions of this Declaration (including, without limitation, enforcement of this Declaration against one or more Unit Owners), the imposition and collection of Assessments, including the entry of a lien against a Unit to which a deficiency pertains, proceedings involving challenges to real property taxes, the defense of any suits or claims against the Association, any action brought by the Township to enforce the terms of this Declaration or the Township's rights



hereunder, or any counterclaims brought by the Association in proceedings instituted against it, which may be pursued if approved by the Executive Board.

(i) **Emergencies:** In the event that any action on the part of the Association is necessary or appropriate in order to abate a nuisance, comply with Applicable Law, make unplanned repairs to Common Elements, or address other emergency situations, the Executive Board shall have the right and power to take all necessary or appropriate actions, including (without limitation) the expenditure of necessary funds from any source available to the Association (including, without limitation, reserves or revenue which the budget had allocated to other uses and purposes) and to replenish or repay such sums by the levy and collection of special Assessments.

5.2 Association Membership; Voting.

(a) **Mandatory Membership:** Every Unit Owner, by acceptance of the deed to his Unit, shall become a Member of the Association and shall become liable to pay all Assessments that may be levied by the Association against him with respect to his Unit or Dwelling, and any costs and expenses for which the Unit Owner may become liable pursuant to this Declaration, the Bylaws or the Rules and Regulations. Membership in the Association shall not be severable from ownership of a Unit, and membership in the Association shall be transferred automatically upon the conveyance of title to a Unit. Membership in the Association shall, except as otherwise hereinafter provided, be limited to the Unit Owners.

(b) **Membership Rights and Obligations:** Every Unit Owner, as a Member of the Association, shall be entitled to enjoy all of the rights and shall be subject to all of the obligations of membership in the Association, subject to the right of the Executive Board to suspend any such rights or privileges, including voting rights, in the event any Member fails to pay Assessments levied against him, his Unit or Dwelling.

(c) **Voting:** Each Unit Owner (including Declarant) shall be entitled to one (1) vote for each Unit in the Community owned by such Unit Owner. In the event that a Unit is owned by more than one Person, such owners, taken together, shall have only one (1) vote with respect to such Unit. A Member shall be entitled to vote at any annual or special meeting of Members of the Association only if such Member shall have fully paid all Assessments made or levied against him or his Unit by the Association, as hereinafter set forth, together with all interest, costs of collection, attorneys' fees, penalties and other expenses, if any, properly chargeable to him or against his Unit, at least five (5) days prior to the date fixed for the annual or special meeting, as the case may be. In the event that any such Assessments are payable in installments, then all delinquent installments shall be paid at least five (5) days prior to the date fixed for such meeting. The Association shall have the right to establish rules governing the casting of votes at any annual or special meeting of the Association via written proxy and/or via conference telephone call connection at the time of the meeting – i.e. a Unit Owner shall be deemed present if he is connected by conference call to the meeting and his identity is satisfactorily confirmed by the other Unit Owners present. The Association shall make such arrangements as may be necessary to establish a conference call connection.



(d) **No Tenant Voting:** In the event that any Dwelling is leased to a tenant, such tenant shall not be entitled to vote as a Member in the Association (unless given a written proxy by the Unit Owner thereof).

(e) **Conflicts in Voting:** In the event that a Unit is owned by more than one Owner, and if there is a conflict between such Owners as to how a vote should be cast on any matter, such vote shall be counted for purposes of determining the presence of a quorum at any annual or special meeting of Members, but otherwise the conflicting votes of the owners of such Unit with respect to a particular matter on which the Members are entitled to vote shall be deemed to cancel each other and shall not be counted. The voting rights of a Member, where the Unit is owned by a corporation, partnership or other entity, shall be exercised by the individual designated from time to time by the Unit Owner in a written instrument provided to the Secretary of the Association, subject to the provisions of this Declaration and the Bylaws.

5.3 Executive Board.

(a) **Power and Authority:** Subject to the other provisions of this Declaration and of the Bylaws, the Executive Board shall have the full power and authority to act on behalf of the Association. The initial Executive Board shall consist of three (3) Directors, who shall be appointed, removed and replaced from time to time by the Declarant without the necessity of obtaining resignations, and without the necessity of holding an actual meeting or vote to appoint such Directors. Directors appointed by the Declarant shall be replaced with Directors elected by the Members in accordance with subparagraph (c) below.

(b) **Limitations on Authority:** The Executive Board may not act on behalf of the Association to amend this Declaration, terminate the Community, elect Directors to the Executive Board or determine the qualifications, powers and duties or terms of office of the Directors, but (except during the Declarant Control Period) the Executive Board may fill vacancies in the Executive Board for the unexpired portion of any term. The Executive Board shall deliver to all Unit Owners copies of each budget approved by the Executive Board and notice of any capital expenditure approved by the Executive Board promptly after such approval. The Unit Owners may, by an affirmative vote of a majority of the Members in the Community (rather than a majority of the Members represented at a meeting), reject any budget or capital expenditure (except for capital expenditures necessary to comply with Applicable Law, this Declaration or to abate nuisance conditions) approved by the Executive Board within thirty (30) days after approval in accordance with Section 5.10(d).

(c) **Declarant Control Period:** The period extending from the date of the first conveyance of a Unit to an Owner other than Declarant to the earlier of (i) seven (7) years; or (ii) sixty (60) days after conveyance of seventy-five (75%) percent of the Units to Owners other than Declarant; or (iii) two (2) years after Declarant has ceased to offer Units for sale in the ordinary course of business, shall be referred to this Section 5.3 as the "Declarant Control Period". For purposes of determining the expiration of the Declarant Control Period, the percentage of Units conveyed by the Declarant shall be based upon the maximum number of Units which may be created in the Community which is two hundred fifty-two (252). For purposes of this Declaration, the term "First Election Meeting" shall mean the first meeting of the Association which shall occur no later than sixty (60) days after twenty-five percent (25%) of the Units are



conveyed to Owners. The term "Transitional Meeting" shall mean the meeting of the Association which shall be held no later than (i) sixty (60) days after seventy-five percent (75%) of the Units are conveyed to Owners other than the Declarant, or (ii) two (2) years after the Declarant has ceased to sell Units in the ordinary course of its business or after any development right to add new Units was last exercised. Subject to the right of the Declarant to alter the following procedure so as to have all or part of the transition process occur earlier than as hereafter described, the transition from an Executive Board comprised solely of Directors appointed by the Declarant to an Executive Board comprised solely of Directors elected by the Owners shall occur as follows:

(i) At the First Election Meeting, the Owners shall elect one (1) Owner to serve on the Board, which elected Director shall replace one (1) Declarant-appointed Director. This elected Director shall serve until the next annual meeting of the Association, at which time this Director shall be reappointed or his/her successor elected to serve until the Full Election Meeting.

(ii) At the Transitional Meeting, the Owners (other than the Declarant) shall elect two (2) Owners to serve as Directors who shall replace the remaining two (2) Directors appointed by the Declarant. The Directors elected pursuant to this subsection shall serve until the next annual meeting of the Association next following the annual meeting at which the one (1) Director elected pursuant to subsection (i) above is reelected or replaced. At this annual meeting (the "Full Election Meeting") elections shall be held for all three Director positions, with the candidates who receive the highest number of votes being elected to a two year term on the Board, the candidate receiving the second highest number of votes being elected to a two year term, and the candidate receiving the third highest number of votes being elected to a one year term. After the Full Election Meeting, the number of Directors to be elected at each annual meeting shall be controlled by the number of vacancies being created.

In the event that the election of the Executive Board by the Unit Owners fails to take place not later than the termination of the Declarant Control Period, then a special meeting of the Unit Owners may be called for such purpose by any Member of the Executive Board elected by the Unit Owners, or if there is no such Member of the Executive Board, Unit Owners entitled to cast at least 10% of the votes in the Association. Any such special meeting so called shall follow the process set forth herein for the Full Election Meeting.

(d) After Declarant Control Period: After the expiration of the Declarant Control Period, all of the Directors (except the non-voting Director, as provided below) shall be elected by the Members at the annual meeting of Members next following the expiration of the Declarant Control Period. Notwithstanding anything in this Declaration to the contrary, at the expiration of the Declarant Control Period, the Declarant shall have the right to appoint one additional non-voting Director to serve on the Executive Board until sixty (60) days after the last to occur of: (i) The date on which Declarant conveys the last Unit to a Unit Owner other than Declarant; (ii) the date on which the Declarant conveys the Common Facilities to the Association and (iii) the date on which all of the Dedicated Improvements are accepted for dedication.



5.4 Assessment Obligations of Owners.

(a) **Common Expense Liability:** Each Unit shall be liable for an equal share of all Common Expenses incurred by the Association. For this purpose, the Common Expense Liability shall be a fraction, the numerator of which is one, and the denominator of which is the total number of Units then in the Community. No Unit Owner may exempt himself from liability with respect to the payment of Assessments by waiver of the right to use any of the Common Elements, by abandonment of the Owner's Unit or otherwise.

(b) **Assessments for Common Expenses:** Each Unit will be allocated an equal share of the Association's Common Expenses. Individual Unit Owners may also be assessed Limited Common Expenses relating to Limited Common Elements on or serving their Units, or for expenses which benefit their Unit but not all Units, or as otherwise permitted by the Act, all as determined by the Association. When all Units have been purchased by Unit Owners, the Association may, by resolution adopted from time to time, re-classify some or all Limited Common Expenses as Common Expenses, either to reduce bookkeeping, accounting, reporting and collection expenses, or for such other purposes as the Association determines in its discretion. Each Unit Owner shall pay to the Association all Assessments that may be levied by the Association against his Unit or against him with respect to his Unit, including, but not limited to, all regular Assessments made due and payable on a monthly, quarterly, yearly or other periodic basis as determined from time to time by the Executive Board based upon the budget of the Association, all special Assessments that may be levied and assessed from time to time in accordance with the terms of this Declaration, and any interest charges, attorneys' fees, expert fees, expert witness fees, filing fees, late fees, fines or penalties that may be levied by the Executive Board for non-payment of Assessments or for non-compliance with the terms and conditions of this Declaration, Bylaws and/or any Rules and Regulations promulgated by the Executive Board. The Association will not assess a fine or penalty (but may assess each other type of charge including late fees) without first giving, to the Unit Owner against whom such fine or penalty is to be assessed, notice and an opportunity to be heard on the issue.

(c) **Lien for Assessment:** Any regular and special Assessments and supplemental Assessments, together with interest thereon, fines, late charges, costs of collection, attorneys' fees, expert fees, expert witness fees, and filing fees shall be a charge against the Unit, and shall be a continuing lien upon the Unit against which such Assessment is made from the time of Assessment (notwithstanding that such Assessment may be payable at a later time or in two or more installments). Any lien for Assessments shall have such lien priority and shall be subject to divestiture as provided in the Act.

5.5 Contribution by First Purchasers for Working Capital.

Each person who purchases a Unit from the Declarant or any of its successors, or a Builder, may be required to pay at closing a one-time non-refundable contribution to the working capital of the Association in the amount set forth in the agreement of sale for such Unit of \$1,000.00, or such other amount as may be determined by the Executive Board from time to time. The funds so collected shall be deposited into an account in the name of the Association, and may thereafter be used from time to time by the Association for any purposes deemed appropriate or desirable by the Executive Board. Such contributions shall be in addition to, and shall not be in lieu of or applied against any Assessments levied or assessed against such Unit or Dwelling. The

Association may charge such other fees from time to time, including, without limitation, capital improvement fees or other fees related to the resale of a Unit, or any fee otherwise permitted by law; provided, however, that no such fees shall be payable with respect to any Units owned by Declarant or a Builder.

5.6 Time for Payment.

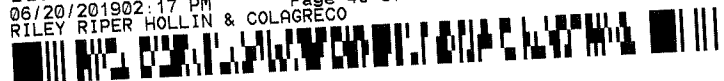
Except as otherwise provided in this Declaration, the Executive Board shall determine the time for payment of Assessments by each Unit Owner.

5.7 Non-Payment; Lien.

(a) Delinquencies: If any Unit Owner fails to pay any Assessment or installment thereof within fifteen (15) days after the due date thereof, then the Executive Board may levy interest thereon at the rate to be set by the Executive Board (or, if a rate has not been set by the Executive Board, any overdue Assessment or installment thereof shall accrue interest at the rate of fifteen (15%) percent per annum, or the maximum interest rate allowed by law, whichever is lower). The Executive Board shall have the right to levy the costs of collection (including attorneys' fees, expert fees, expert witness fees, and filing fees) against each Unit Owner who is delinquent in the payment of any Assessment or installment thereof. The Executive Board shall also have the right to charge a delinquency Assessment, as established from time to time, against any Unit Owner who is delinquent in the payment of Assessments for a period exceeding fifteen (15) days from the due date, such delinquency Assessment not to exceed ten (10%) percent of the overdue sum. In the event that a Unit Owner shall be delinquent in the payment of any Assessments or installments thereof for more than thirty (30) days after the due date thereof, the Executive Board shall have the right to accelerate all future installments of such Assessments with respect to the delinquent Unit Owner.

(b) Suspension of Rights: If any Assessment or installment thereof is not paid within thirty (30) days after its due date, or in the event that all delinquencies are not satisfied at least five (5) days prior to any annual or special meeting of Members, the Executive Board shall have the right to suspend the rights of the delinquent Unit Owner to use and enjoy the Common Elements and to suspend the voting rights and other privileges of such Member.

(c) Statement of Amounts Due: The Association shall, upon the written request of a Unit Owner, provide the Unit Owner with a recordable statement setting forth the amount of unpaid Assessments currently levied upon such Unit Owner's Unit, including any credits or surplus in favor of such Unit (the "Statement of Unpaid Assessments"). The Association will deliver the Statement of Unpaid Assessments within ten (10) business days after receiving the Unit Owner's request for such a statement (accompanied by the fee therefor). From time to time, the Association may establish reasonable fees for the cost of preparation of the Statement of Unpaid Assessments, which the Unit Owner shall pay at the time of the request for the Statement of Unpaid Assessments. Any designated officer or representative of the Association or an employee of the Association's management company shall sign the Statement of Unpaid Assessments. A properly executed Statement of Unpaid Assessments of the Association as to the status of Assessments on a Unit shall be binding upon the Association, but shall not relieve the Unit Owner of personal liability for any unpaid Assessments or charges.



5.8 Collection.

The Executive Board on behalf of the Association and/or the Unit Owners, may bring a lawsuit to recover any delinquent Assessments and other costs and expenses which may be payable by any Unit Owner. The lawsuit may be brought at law or in equity against the Unit Owner personally obligated to pay the same. The Association shall be entitled to seek and pursue any and all rights and remedies as may be available at law or in equity. The Association may recover from the delinquent Unit Owner all attorneys' fees and other costs of collection, including, but not limited to, expert fees, expert witness fees and filing fees, as well as late charges, interest and fines levied by the Association with respect to unpaid and delinquent Assessments, and the same shall become due on demand by the Association.

5.9 Collection Upon Sale of a Unit.

(a) **Proceeds:** In the event that title to a Unit is transferred in connection with a sale pursuant to execution on any lien against the Unit, the Executive Board may give notice in writing of any unpaid Assessments which have not been reduced to a judgment or lien of record, and such unpaid Assessments of which the Sheriff has notice shall be paid out of the proceeds of such sale after payment of other claims required by law to be paid first, but prior to any distribution of proceeds to the Owner of such Unit. If an Eligible Mortgagee or other purchaser acquires title to a Unit pursuant to foreclosure of a first mortgage, or by deed in lieu of foreclosure, the transferee shall not be liable for unpaid Assessments accrued through the date of such transfer, unless reduced to a judgment or lien of record. Any such unpaid Assessments which cannot be collected from the former Unit Owner may be reassessed by the Executive Board as a Common Expense to be collected from all Unit Owners, including the purchaser or acquirer of title at the sheriff's sale, its successors and assigns. To protect its right to collect unpaid Assessments which are a charge against a Unit, the Executive Board may, on behalf of the Association, purchase the Unit at sheriff's sale provided such action is authorized by the affirmative vote of a majority of the Executive Board, and if it does so purchase a Unit, the Executive Board shall thereafter have the power to sell, convey, mortgage or lease such Unit to any person whatsoever (subject to Applicable Law).

(b) **Information for Purchasers:** In the event of a resale of a Unit by a Unit Owner other than the Declarant, the Unit Owner shall furnish to a purchaser before execution of any contract for sale of a Unit, a copy of this Declaration (and any amendments hereto), the Bylaws, the Association's current budget, the Rules and Regulations, if any, and a resale certificate as required under Section 5407 of the Act (the "Resale Certificate").

(c) **Resale Certificate:** The Unit Owner shall notify the Association in writing of his intention to sell the Unit so that the Association may prepare the Resale Certificate. Within ten (10) days of the receipt of such notification (accompanied by the fee therefor), the Association shall prepare the Resale Certificate, which shall contain all of the information required under Section 5407 of the Act. The Resale Certificate shall be available on a website provided by the management company for the Community. No conveyance shall discharge the personal liability of the Unit Owner for unpaid Assessments or charges, whether or not shown on the Resale Certificate. From time to time, the Association may establish reasonable fees for the cost of preparation of the Resale Certificate, which the Unit Owner shall pay at the time of the request for the Resale Certificate. Any designated officer or representative of the Association or an



employee of the Association's management company shall sign the Resale Certificate. A properly executed Resale Certificate of the Association as to the status of Assessments on a Unit shall be binding upon the Association as to any purchaser or mortgagee relying thereon in good faith as of the date of its issuance, but shall not relieve the Unit Owner of personal liability for any unpaid Assessments or charges.

5.10 Basis and Computation of Regular Assessments.

(a) **Annual Budget:** The Executive Board of the Association shall, prior to each fiscal year of the Association, adopt a budget of the Association for such fiscal year setting forth estimated Common Expenses of the Association and other costs, expenses, liabilities and reserves which the Executive Board may deem appropriate. Assessments for the fiscal year to which such budget relates shall be computed based on the total Common Expenses anticipated for such fiscal year as set forth in the budget, in excess of any surplus resulting from the excess of Assessments levied from a prior year or years over Common Expenses actually incurred in such prior year or years (excluding any surplus credited to reserves).

(b) **Amending the Budget:** The budget of the Association may be changed from time to time by the vote of a majority of the Executive Board to reflect any substantial change in the Common Expenses incurred or expected to be incurred by the Association for such fiscal year. The Executive Board shall have the power to increase or decrease the Assessments based on such changes in the budget, such increase or decrease to be effective not earlier than thirty (30) days after the Treasurer has given notice to the Unit Owners.

(c) **Notice of Annual Assessments:** The Executive Board shall levy Assessments at least annually and shall cause notice of annual Assessments due to be sent to all Unit Owners after the Assessment for any fiscal year has been determined or redetermined in accordance with this Declaration.

(d) **Vote on Budget:** Promptly after adoption of the budget for a fiscal year, the Executive Board shall cause notice of the Assessment and a copy of the budget to be mailed to each Unit Owner. Such budget shall become effective unless disapproved within thirty (30) days by majority vote of the Members of the Association at a duly called and constituted meeting of the Association. Unless the Members request a meeting, as provided in the Bylaws, the budget and Assessment shall take effect without a meeting of the Members, effective as of the first day of the fiscal year of the Association to which such budget relates. In the event that the budget is disapproved by the Members, or in the event that the Executive Board fails for any reason to adopt a budget for any fiscal year, then the regular Assessment for the immediately preceding fiscal year shall be deemed to continue in effect until a budget has been adopted by the Executive Board (and not disapproved by the Members) on the basis of which a new regular Assessment may be determined.

5.11 Commencement of Assessments.

The Assessments provided for herein shall commence, as to each Unit, upon the issuance of a certificate of occupancy for the Dwelling to be constructed on and form a part of the completed Unit. Without limiting the foregoing, it is specifically acknowledged that until a certificate of occupancy is issued for the Dwelling within a Unit, the Common Expenses of the Community do

not create benefits for such Units, such that uncompleted Units owned by either Declarant or a Builder prior to issuance of a certificate of occupancy are exempted from Assessments pursuant to Section 5314(c)(2) of the Act.

5.12 Declarant Responsibilities for Assessments and Operating Expenses.

Until the Association makes a Common Expense Assessment, the Declarant shall pay all the expenses of the Community. The Act provides that any Common Expense benefiting fewer than all of the Units shall be assessed exclusively against the Units benefited. Each Owner, by acceptance of his or her deed, acknowledges and agrees that many categories of Common Expenses do not confer a benefit upon unoccupied Units for which no certificate of occupancy has been issued, and that therefore such Units will not be required to pay the same Assessments that completed, occupied Units are required to pay. In light of the foregoing, the Declarant and Builder shall have no liability or obligation to the Association, the Owners or any other party to pay regular and/or special Assessments and/or any supplemental or special Assessments for Units owned by the Declarant or Builder, except to the extent that such Assessments are used to pay Common Expenses that confer an immediate and direct benefit upon such Units. The Declarant may voluntarily agree, in its sole discretion (but shall not have the obligation) to defray or satisfy some or all deficiencies in the operating expenses for the Community or to otherwise contribute funds or services to the operation, maintenance and management of the Community (including, by way of example and not limitation, snow plowing). At the option of the Declarant, such contributions may be reflected on the books and records of the Association as a loan, in which event such amounts shall be repaid by the Association to the Declarant, at the discretion of the Declarant. If treated as a loan, the contributions shall accrue interest, compounded monthly, from the date it is made until the date of its repayment, at the short term Applicable Federal Rate ("AFR"), as published by the Internal Revenue Service, and adjusted each month to reflect the AFR for such month.

5.13 Owner's Negligence.

Each Unit Owner shall be obligated to reimburse the Association for any expense incurred by it in repairing or replacing any Common Elements damaged by such Unit Owner's act, omission or negligence or by the act, omission or negligence of his tenants, agents, guests or licensees, within thirty (30) days of such Owner's receipt of the Association's statement therefor. Such reimbursement shall be considered an unpaid Assessment collectable in any manner provided herein.

ARTICLE 6 - INSURANCE

6.1 General Right and Duty to Purchase Liability Insurance.

The Executive Board shall obtain or cause to be obtained commercial general liability insurance covering liability for bodily injury (including death) to Persons and loss or damage to property, in such amounts and against such risks, and from reputable insurance companies licensed or qualified to do business in Pennsylvania, as the Executive Board shall determine, provided that in no event shall such commercial general liability insurance be less than the minimum limits required by the Act or other Applicable Law. Such policies shall have such deductibles or co-



payments as the Executive Board may determine, in its discretion. Such insurance shall protect the Unit Owners and the Association against liability arising out of the use of, or the loss, damages or injuries occurring on the Common Facilities and afford such other coverages as the Executive Board shall determine to be necessary or appropriate.

6.2 Association Property Insurance.

To the extent required by the Act or other Applicable Law, the Executive Board shall obtain blanket all risk hazard insurance policies covering damage to Improvements constructed on the Common Facilities. To the extent available, such insurance shall be with "replacement cost" coverage. The Executive Board shall have no obligation to obtain hazard insurance policies covering damage to the Controlled Facilities.

6.3 Insurance Obligations of Unit Owners.

Each Unit Owner shall be individually and solely responsible for maintaining hazard, fire and liability insurance (and flood insurance, to the extent required by FEMA or a mortgagee, or desired by such Unit Owner) with respect to his Unit and Dwelling, and against losses, damages or injuries occurring on his Unit. The Executive Board shall have the right to adopt standards that shall be required to be met by each Unit Owner with respect to property and casualty and liability insurance coverages to be obtained with respect to the Dwellings to be located on the Units. The Association shall have no insurance responsibility with respect to any Unit, Dwelling or other Improvements located on any Unit. Each Unit Owner shall carry blanket all-risk casualty insurance on the Dwelling and other structures located on his Unit, and each Unit Owner further covenants and agrees that in the event of the total destruction of his Dwelling, the Unit Owner shall proceed promptly to repair, replace or to reconstruct the damaged Dwelling in a manner which is architecturally consistent with the original construction thereof. Any portion of the Community for which insurance is required by the Act or this Declaration to be maintained by the Unit Owner and which is damaged or destroyed shall be required to be repaired or replaced promptly by the Unit Owner unless:

- (1) The Community is terminated;
- (2) Repair or replacement would be illegal under any State or local health or safety statute or ordinance; or
- (3) Eighty (80%) percent of all of the Unit Owners vote to not rebuild.

The Unit Owner shall pay any costs of repair or reconstruction not covered by insurance proceeds.

6.4 Policy Provisions.

All policies purchased by the Association shall be purchased for the benefit of the Association, the Executive Board, the Declarant, the Unit Owners and all Eligible Mortgagees, as their interests may appear, provided that it shall be sufficient if the named insured on such policies is the Association. The costs and premiums thereof, and any deductibles or co-payments thereunder, shall be deemed to be Common Expenses of the Association. Endorsements in favor of mortgagees holding mortgages on any Dwellings may be issued upon request, any expenses



thereof to be borne by the Unit Owners requesting such endorsements. The Association shall maintain any insurance coverages that may be required under Applicable Law. The Executive Board shall have the right to increase insurance coverages and obtain additional insurance coverages not specifically stated herein as the Executive Board may from time to time determine, in its discretion, and the premiums for such additional or different insurance coverages shall be deemed to be Common Expenses of the Association. Policies of insurance shall be deposited with and shall be maintained by the Executive Board or its designee.

6.5 Other Insurance Coverages.

The Executive Board shall also have the right to obtain other insurance coverages and endorsements which may be applicable to the Common Facilities. All premiums for said coverages and endorsements shall be Common Expenses, including, but not limited to, workers' compensation insurance, directors' and officers' liability insurance, fidelity bonds with respect to employees, agents or managers hired by the Association, and any and all other insurance coverages as the Executive Board may from time to time deem necessary or appropriate. The Executive Board shall maintain directors' and officers' liability insurance for so long as a Director and/or Officer appointed by the Declarant remains on the Executive Board.

6.6 Powers of Executive Board With Respect to Insurance.

The Executive Board shall have full and exclusive power and authority to negotiate, adjust and compromise all claims for insurance coverages, and to execute and deliver releases therefor upon payment of the agreed settlement for such claims.

6.7 Limitation of the Executive Board's Liability.

The liability of the Executive Board shall be limited to the extent expressly provided in the Bylaws.

ARTICLE 7 - BUILDING AND USE RESTRICTIONS; ARCHITECTURAL REVIEW

7.1 Declarant and Builder Exemption.

The provisions of this Article are intended to restrict certain uses that may be harmful or negatively affect the ambience or aesthetic appeal of the Community that Declarant intends to construct. The restrictions set forth in this Article and the architectural review process set forth in Section 7.18 are not intended to apply to the Declarant and Builder. The restrictions of this Article and the architectural review process set forth in Section 7.18 shall therefore not apply to or otherwise be binding upon Declarant or any Builder in the construction of any Improvements (including, without limitation, Dwellings, facilities and/or structures), the performance of any of the work required or contemplated by the Plan, the marketing and selling of Units, the maintenance of Materials and Models on the Property, or in any other manner.

7.2 Business Uses.

No industrial, manufacturing or commercial activity, trade or business shall be conducted on any part of the Property (including without limitation) on or about any of the Units, or in any Dwellings or other buildings or Improvements now or hereafter located on the Property or any of the Units, nor shall any commercial, industrial or manufacturing structure, building or facility be



constructed on any part of the Property. Notwithstanding the foregoing, a home occupation or no impact home based business (as defined in the Pennsylvania Municipalities Planning Code) may be carried on within a Dwelling, provided such use is incidental to the Dwelling's primary residential use and further provided that the number of non-residential employees working within a Dwelling on a Unit does not exceed the number two (2) or such lesser number as permitted by Township zoning or subdivision ordinances or regulations. In addition, the home occupation must be owned and operated by at least one resident of the Dwelling. The foregoing provision shall not adversely affect, contravene or limit any Township zoning or subdivision ordinances or regulations and shall not be construed as superseding or interfering with the Township's right to enforce its ordinances or regulations. Any obligation to obtain Township approvals or permits to conduct a home occupation shall be the sole obligation of the Owner of the Unit upon which such activity is to be conducted. No mining, quarrying or removal of gravel, soil, rock or other materials shall be conducted on the Property or any of the Units, except for excavation and removal of soil necessary in connection with the normal construction and maintenance of buildings, driveways, landscaping and appurtenant residential Improvements on the Units. This restriction shall not apply to Declarant or Builder, particularly with respect to Declarant's or Builder's maintenance of Materials and Models on the Property.

7.3 No Subdivision or Partition.

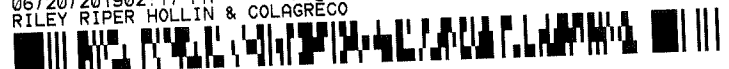
Once a Unit has been conveyed by the Declarant to the Builder or the purchaser of a Dwelling, such Unit may not be further subdivided or partitioned, directly or indirectly, to create additional building Units for the construction of Dwellings. From time to time Declarant may relocate boundaries between Units by an appropriate amendment to or revision of the Plan, as Declarant deems appropriate, in Declarant's sole and absolute discretion, subject to the approvals required by the Township.

7.4 Residential Use.

Except as otherwise expressly provided herein, the Units and Dwellings shall be used solely and exclusively for residential purposes. No more than one Dwelling shall be located on any Unit. No other building, including any garage or other outbuilding, may be used or occupied, temporarily or permanently, as a residence.

7.5 Above-Ground Utilities/Satellite Dishes/Antennas.

Except as hereafter provided (with respect to Protected Antennas), no pole, antenna, dish or similar structure or above-ground conduits, pipelines, electric, telephone, cable television, radio or other Utility transmission line, shall be erected on any exterior portion of any Unit or Common Elements. For purposes hereof, the term "Protected Antennas" shall mean and refer to the following: (a) a "dish" antenna that is one meter (39.37") or less in diameter and is designed to receive direct broadcast satellite service, including direct-to-home satellite service, or to receive or transmit fixed wireless signals via satellite; (b) an antenna that is one meter or less in diameter or diagonal measurement and is designed to receive video programming services via broadband radio service (wireless cable) or to receive or transmit fixed wireless signals other than via satellite; (c) an antenna that is designed to receive local television broadcast signals, having a mast that is not higher than twelve (12') feet above the roofline; and (d) other types and sizes of antennas, to the limited extent the same may hereafter be protected pursuant to Federal Communications Commission rules concerning restriction of Over-the-Air Reception Devices.



An Owner shall have the right to install Protected Antennas within the boundaries of his Unit. The Executive Board may adopt Rules and Regulations concerning the installation and placement of Protected Antennas; provided, however, that no Rules and Regulations shall be adopted or enforced which: (1) unreasonably delay or prevent the installation, maintenance, or use of Protected Antennas; (2) unreasonably increases the cost of installation, maintenance, or use of Protected Antennas; (3) precludes reception of an acceptable quality signal; or (4) which apply retroactively to Protected Antennas which have already been installed on a Unit.

7.6 Animals.

No Unit (including, without limitation any Dwelling, building or other Improvement located thereon), shall be used for stabling, housing, raising, breeding, boarding or keeping one or more horses, cattle, hogs, pigs, goats, sheep, fowl, birds, reptiles or other animals, wildlife or livestock of any nature for personal or commercial purposes (excepting only personal domesticated household birds, fish, dogs and cats, limited to no more than two (2) dogs and/or two (2) cats and/or two (2) birds). Notwithstanding the foregoing, Declarant, or the Executive Board when it succeeds Declarant, shall have the right to permit a Unit Owner to maintain more than two (2) personal, domestic dogs, more than two (2) personal, domestic cats and/or more than two (2) birds at any one time if the Declarant (or the Executive Board, as the case may be), is satisfied, in its sole discretion, that the Owner of such Unit has made proper arrangements for the care and maintenance of such additional animals and so long as such additional animals on the subject Unit do not constitute an unreasonable disturbance or annoyance to owners of neighboring or nearby Units. An Owner of a Unit upon which a domestic cat and/or dog is maintained shall also make proper arrangements for the control and maintenance of the domestic cat and/or dog while outside the Owner's Unit but within the Property, which maintenance shall include the clean-up of any animal waste left upon the Property by such cat and/or dog.

7.7 Outdoor Storage.

Outdoor storage of appliances, lumber, wood or building materials shall be forbidden except during the performance of any permitted construction activities upon the Unit. The foregoing shall not be deemed to prohibit a Unit Owner from maintaining an outdoor gas or charcoal grill on such Unit Owner's deck or patio, provided such grill is maintained in a neat and attractive condition in compliance with Applicable Law. Only furniture designed for outdoor use shall be placed outside of the Dwelling, and such furniture shall be placed only on decks or patios.

7.8 Vehicles.

No commercial truck or vehicle, all-terrain vehicle, boat, boat trailer, or other trailer, motor home, recreational vehicle, inoperable motor vehicle, nor any motor vehicle which is not currently licensed and registered shall be kept or stored on any Unit, unless it is completely enclosed within a garage and such storage complies with particular Association regulations that may be adopted from time to time; provided, however, that vehicles may be temporarily kept on a Unit in connection with the immediate maintenance (excluding major maintenance), cleaning, repair (excluding major repair) or transportation thereof. Notwithstanding the foregoing, commercial pickup trucks, vans and other commercial vehicles may be parked in driveways and designated parking areas, provided that each such vehicle is small enough to fit within the standard, residential garage bay constructed by Declarant within the Community. No maintenance work shall be done to any vehicle located on any Unit or any portion of the



Property that will render that vehicle immobile for longer than twenty-four (24) hours, unless the vehicle is completely enclosed within a garage. No major engine repairs and/or drive train replacements shall be performed on any vehicle located on any Unit or any portion of the Property, unless the vehicle is completely enclosed within a garage.

7.9 Debris.

No storage, depositing, dumping, burial, burning or abandonment of any solid waste, debris, trash or refuse of any nature shall be permitted, except when such trash or debris is left outdoors for not more than twenty-four (24) hours for trash collection purposes, in which case such trash or refuse shall be kept in enclosed containers or approved recycling bins or containers. Such containers shall be removed promptly (within twelve (12) hours) after the contents thereof have been collected.

7.10 Clothes Lines.

No temporary or permanent clothes line, clothes drying rack or similar structure shall be permitted, nor shall the Owners or occupants of any Dwelling dry or hang clothes, linens, sheets, towels or other similar items outside for any purpose whatsoever.

7.11 Out Buildings.

No outbuildings or other structures shall be constructed on any Unit or within any Limited Common Facility area.

7.12 Stormwater Management Facilities.

(a) Erosion Control: No activities, uses or Improvements (including invisible fencing, if and to the extent the installation thereof would be detrimental to erosion control) shall be conducted, constructed or maintained on any Unit which would be detrimental or adverse to, or which may interfere with, any Stormwater Management Facilities, erosion control or soil conservation facilities or Improvements located on such Unit (including, but not limited to, stormwater management basins, drainage easements, drainage swales and the like).

(b) Entry and Inspection: The Declarant or Builder if said Builder is responsible for the construction of said Improvements, the Association and/or the Township shall have the right (but not the obligation) to enter any Unit and the Common Elements, to inspect and abate any violations of the restrictions set forth in this Section.

7.13 Fencing.

No fence shall be constructed by any Owner other than Declarant, except and to the extent expressly permitted by Rules and Regulations adopted by the Declarant (or the Executive Board, after it succeeds Declarant).

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7.14 Exterior Changes/Additions to Dwelling.

No exterior construction, installation, additions, modifications or alterations of any Dwelling or other Improvement permitted hereunder (including, without limitation, any change to the exterior appearance of such Improvements), or change in the exterior appearance of a Unit, shall be made or constructed unless:

(i) The exterior materials and colors to be used in connection therewith are consistent with the exterior materials and colors used in connection with the original construction of the Dwelling on such Unit (unless otherwise permitted in writing by Declarant or the Executive Board, after it succeeds Declarant).

(ii) The plans, specifications and elevations for such addition, alteration, Improvement or structure shall have been submitted to and approved in writing by the Declarant (or the Executive Board when it succeeds Declarant) pursuant to Section 7.18 hereof (which approval may be withheld on purely aesthetic grounds).

(iii) This Section 7.14 shall not apply to Declarant or any Builder.

7.15 Casualty and Replacement.

If any Dwelling, garage or other permitted outbuilding is partially or entirely destroyed by fire, storm or other casualty, then any replacement Dwelling, garage or outbuilding, as the case may be, shall be constructed, replaced or reconstructed in such manner as may be approved in writing by the Declarant. Any new structure used as a replacement for a structure that has been damaged, destroyed or razed shall be substantially the same architectural style and design as the structure that it is replacing, unless otherwise approved in writing by the Declarant.

7.16 Street Trees/Landscaping.

No Street Trees shall be removed from any Unit unless otherwise approved by the Declarant (or the Executive Board, when it succeeds Declarant). The foregoing restriction concerning tree removal shall not apply to Declarant. Any Unit Owner that removes any Street Trees in violation of this Declaration shall be required, at such Unit Owner's sole cost and expense, to replace such removed or damaged Street Trees, which obligation may be enforced against such Unit Owner by Declarant and the Association. Each Owner shall be responsible for providing necessary and proper quantities of water to the trees within the boundaries of, or adjacent to, his or her Unit. Neither the Declarant nor the Association shall have any obligation whatsoever to replace any trees or landscaping on a Unit.

7.17 Appearance; Nuisances.

No portion of any Dwelling or Unit shall be used in whole or in part for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the eye. No noxious or offensive activity shall be carried on upon any portion of the Property, nor shall anything be done thereon tending to cause annoyance or nuisance to any person using any portion of the Property. It shall be the responsibility of each Unit Owner to prevent the development of any unclean, unhealthy, unsightly or unkempt condition of his Unit and Dwelling.

7.18 Architectural Approval.

(a) **Purpose:** Each Owner (other than Declarant or any Builder), by accepting a deed or other instrument conveying any portion of the Property, acknowledges that Declarant has a substantial interest in ensuring that the Improvements enhance Declarant's reputation as a community developer and do not impair Declarant's ability to market, sell or lease Declarant's property.

(b) **Submission of Plans:** Prior to the change in appearance of any Unit, including without limitation the construction, installation, reconstruction, alteration, or modification of any Dwelling or other Improvement on any Unit, or when any provision of this Declaration requires the approval of the Declarant, the Person proposing such changes or Improvements shall submit to the Declarant (or the Executive Board, when it succeeds Declarant) appropriate architectural quality plans, specifications and elevations precisely depicting the style, shape, size and height of the proposed Improvement, proposed landscaping, the exterior materials, finishes and colors to be used in connection therewith (including roofing materials), and the proposed location thereof on the Unit their exact relation to the Unit lines and street lines, the existing grade of the Unit and any existing drainage features, and all other materials necessary or appropriate in order to fully describe and set forth the nature, extent and character of the work.

(c) **Rights Exercisable by Executive Board:** As of the date on which the Declarant Control Period expires, all rights of approval reserved unto the Declarant pursuant to this Article shall be exercisable by the Executive Board, provided however, that Declarant or any Builder shall at no time under any circumstances be required to obtain any approvals from the Association, the Executive Board or the Architectural Control Committee relating to the installation or construction of Dwellings, Improvements, or associated structures, facilities or improvements upon any Units owned by Declarant or a Builder. The Executive Board shall be entitled to appoint from among the Directors or Members of the Association not less than three (3) nor more than five (5) individuals to serve as an Architectural Control Committee, and the Executive Board shall have the authority to delegate its rights under this Article to such Architectural Control Committee, subject always to the right of the Executive Board to approve or disapprove the action of such Committee.

(d) **Approval Rights:** The Declarant shall have the discretion to disapprove any proposed Improvements, or alterations or modifications to existing Improvements, which the Declarant, in its sole and absolute discretion, determines are undesirable based upon the nature, size, style and colors of other Dwellings, garages and other Improvements located within the Community, the proximity of the proposed Improvements to neighboring Dwellings and the general architectural and aesthetic compatibility of the proposed Improvement, structure, alteration or modification with other similar structures and Improvements constructed or planned for construction on the other Units within the Community. The Declarant may also consider the visual impact that such proposed Improvements, alterations, modifications or structures may have on the Unit Owners or occupants of neighboring or nearby Dwellings within the Community. This provision shall not apply to a Builder.

(e) **Aesthetic Appeal:** The Unit Owner or occupant of any Unit proposing any such approved Improvement, structure, alteration or modification shall make a concerted effort to



maximize the aesthetic appeal thereof and minimize the negative visual impact thereof from Dwellings on adjacent or nearby Units within the Community. Each Owner shall make a concerted effort to minimize the cutting and removal of trees and the disturbance of other natural features of the Unit. The Declarant may retain all plans submitted to the Declarant for review, regardless of whether the proposed Improvement has been approved or disapproved.

(f) Required Township Approvals: No approval by the Declarant, Executive Board or Architectural Control Committee pursuant to this Declaration shall in any way supersede or replace any permit or approval required to be obtained from the Township or any other regulatory body, and any such approval or permit shall be obtained by (and at the expense of) the Unit Owner prior to the commencement of work, permanently displayed and made available for inspection by the Association.

7.19 Liability for Approval or Disapproval.

Neither the Declarant, the Association, the Executive Board, the Architectural Control Committee nor any member thereof shall be liable, in damages or otherwise, to anyone in connection with the approval or disapproval of any plan or request for the construction, reconstruction, alteration, modification or addition of any Improvement or structure, or for the consequences of such approval or disapproval. Neither the Declarant, the Association, the Executive Board, the Architectural Control Committee, nor any member thereof, shall be responsible for determining the safety or structural soundness of any proposed Dwelling, building or Improvement or the compliance thereof or of the plans and specifications relating thereto with Applicable Law.

7.20 Leases.

Any Unit Owner may lease his Dwelling for residential purposes, provided that any such lease shall have a term of not less than one (1) year. All tenants of the Dwelling shall be obligated to comply with all terms and conditions of this Declaration, the Bylaws and the Rules and Regulations relating to the use, enjoyment and occupancy of Units, Dwellings and the Common Elements, whether or not such obligation shall be set forth in such lease. All leases shall be in writing, and upon execution thereof, the Unit Owner leasing such Dwelling shall deliver a true and correct copy of the executed lease to the secretary of the Association. The Unit Owner leasing such Dwelling shall remain directly liable to the Association for the payment of all Assessments. If the tenant assumes responsibility for paying any Assessments or portions thereof pursuant to such Tenant's lease, the Association shall have the right to collect such Assessments from the tenant directly, and the Unit Owner shall be jointly and severally liable for payment of such Assessments to the Association. This provision shall not apply to a Builder.

7.21 Signs.

No sign, banner, billboard or advertisement of any kind, including, without limitation any real estate "for sale", "for rent" or other signs of any type or size, shall be displayed on any Unit (including any part of the Dwelling visible from the outside, such as a window) at any time during which Declarant owns at least one (1) Unit. The foregoing restriction shall not be deemed to preclude the Declarant or Builder from displaying "for sale", "for rent" or any other marketing signs upon any Unit or Units as may be owned by the Declarant or Builder, or in the Common Elements. Thereafter, the Executive Board shall have the right to establish and enforce Rules



and Regulations governing such signage in the Community, and may (but shall not be required to) provide signage to be used in accordance with such Rules and Regulations.

7.22 Work Affecting Common Areas.

No Unit Owner (except Declarant or any Builder) shall perform or permit to be performed any work to any portion of his Unit, which work may require access to, over or through the Common Areas, or any other Unit (absent an easement), without the prior consent of the Declarant or the Executive Board (and, where applicable, the Owner of the Unit to be crossed), except in the case of an emergency. All such work must be performed by a licensed contractor who shall deliver to the Executive Board any and all documentation as may be required by the Executive Board, from time to time, including, but not way of limitation, any release of the Executive Board and/or the Association from any claim that such contractor may assert in connection with such work, any indemnities of the Executive Board and the Association, Certificates of Insurance (including liability and workers compensation coverage) and/or any other information and protections which the Executive Board may reasonably require.

7.23 Compliance with Subdivision Plan.

Each Unit Owner shall be bound by all provisions of the Subdivision Plan as amended by the Declarant from time to time and approved by the Township, whether or not recorded, including but not limited to all notes shown thereon.

7.24 Applicable Law/Proposed Improvements and Alterations.

All restrictions provided for herein shall be in addition to any restrictions contained in Applicable Law, and in all events, in the case of conflict between any Applicable Law and the restrictions provided for herein, the more stringent of the two shall apply. Each Owner shall consult with the Township and every other governmental authority having jurisdiction, prior to commencing any Improvement or alteration to such Owner's Unit or Dwelling (in addition to such approvals as may be required pursuant to Section 7.18 hereof), in order to determine the Applicable Law and whether any permits, approvals or other relief is required in connection with the proposed Improvement or alteration. Prospective purchasers of Units, who wish to make specific Improvements or alterations, are advised to conduct their own thorough due diligence investigation prior to entering into an agreement for the purchase of a Unit. The receipt of architectural approval pursuant to Section 7.18 is not a substitute for obtaining all necessary Township permits and approvals. The receipt of Township permits and approvals is not a substitute for obtaining architectural approval pursuant to Section 7.18.

7.25 Restrictions on Use of Roadway, Sidewalks and Paved Areas.

No mini-bike, motorbike, snowmobile, all terrain vehicle, unlicensed motor vehicle or unlicensed motorcycle shall be used upon the roadways of the Community or parked on the sidewalks, trails and/or paved areas of the Community or used or parked within the Common Areas of the Community.

7.26 Exterior Lighting.

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Only exterior lighting installed by the Declarant or a Builder, or approved in accordance with Section 7.18 hereof may be installed or used. No Unit Owner shall increase the wattage or brightness of any exterior light bulb, absent approval in accordance with Section 7.18 hereof.

7.27 Riparian Buffers.

Certain portions of the Common Areas are identified as "Riparian Buffers" on the Subdivision Plan. The Riparian Buffer extends a minimum of 100 feet on either side of the top of bank of the channel of all perennial or intermittent streams on the Property. No buildings or structures shall be permitted within the Riparian Buffer other than those shown on the Subdivision Plan unless approved by the Township. Stormwater Management Facilities may be located within the Riparian Buffer provided that they are no closer than 50 feet to either side of the top of bank of the channel of all perennial or intermittent streams on the Property.

7.28 Country House Estate Lot.

Units 386 through 401 and Unit 429 are located within 500 feet of the Country House Estate Lot. The Country House Estate Lot contains an existing mansion identified as "Greystone Hall." As permitted by the West Goshen Township Zoning Ordinance as of the date of this Declaration, Greystone Hall is used as a reception hall. The reception hall may create noise which can be heard by residents of the Community at all hours of the day.

7.29 Wetlands Restrictions.

Certain portions of the Common Areas are subject to a Declaration of Restrictive Covenants for Conservation, a copy of which is attached hereto as Exhibit "I" and made a part hereof, which has been or will be Recorded. The Declaration of Restrictive Covenants restricts the uses and activities within the wetland areas as identified and described in the Declaration of Restrictive Covenants for Conservation.

ARTICLE 8 - RIGHTS AND OBLIGATIONS OF DECLARANT

8.1 Rights Reserved to Declarant.

In addition to any other rights that Declarant has reserved herein or that Declarant may have by operation of law, Declarant hereby reserves, for itself and, as to Items (c) and (e), a Builder, the right to:

- (a) Complete Improvements indicated on the Subdivision Plan and Plan;
- (b) Convert a Unit into Common Elements;
- (c) Maintain offices, signs, flags and other Materials and Models in the Community;
- (d) Use and grant easements through the Common Elements for making Improvements in the Community;



- (e) Modify the size, design and appearance of the Dwellings;
- (f) Convert Convertible Real Estate into Units and Limited Common Elements (provided Convertible Real Estate is identified in Article 3 hereof);
- (g) Add all or portions of the Additional Real Estate to the Community (provided Additional Real Estate is identified in Article 3 hereof);
- (h) Withdraw all or portions of the Withdrawable Real Estate, if any, from the Community (provided Withdrawable Real Estate is identified in Article 3 hereof);
- (i) Subdivide and/or convert Units into two or more Units and/or Common Elements (provided that Declarant's right to do so is specifically described in Article 3 hereof);
- (j) Appoint or remove an officer of the Association or any Director during the Declarant Control Period; and
- (k) Assign any and all Declarant's Rights to a successor Declarant and/or to a Builder.

8.2 Declarant's Right to Dedicate Improvements and Easements.

Declarant hereby further reserves for itself, and its successors and assigns, the right to transfer and dedicate to the Township or any Utility Service Provider, any and all Improvements and/or Utility Easements shown on the Plan, and Declarant reserves the right to alter the location thereof in a manner that will reflect the actual as-built location of any facilities such as pipes, culverts or basins constructed or to be constructed within such easement areas, and to amend this Declaration, or Record one or more other easement agreements, setting forth specific rights and obligations of the Owners of the Units affected thereby and setting forth metes and bounds descriptions of such easement areas. If the Declarant requests, then the Association and/or the Owner of any Unit affected by any such pond or drainage easement shall join with Declarant in executing and delivering to the Township one or more documents dedicating to the Township such easements over and across such easement areas, including any Unit, as the Township may require from time to time.

8.3 Declarant's Right to Make Changes and Adjustments.

Notwithstanding any provision of this Declaration to the contrary, Declarant reserves the right at any time, in Declarant's sole discretion (subject to compliance with Applicable Law) to make changes in the proposed manner of development of any portion of the Community as set forth in the Subdivision Plan, Plan or any other plans or drawings, advertising, marketing materials, or existing construction, including, without limitation: (i) the location, size, type, orientation, configuration, construction methods or materials with respect to any Units, Common Elements, Dwellings or other Improvements to be constructed on the Property; (ii) the grading, configuration, slope or elevation of any portion of the Property; (iii) the location and layout of all streets, roads, parking areas, street lights, sidewalks, driveways, walkways and pathways (if any); (iv) the design, floor plans, exterior elevation, building materials and general appearance or architectural style of Dwellings and other Improvements that may be placed or constructed on



any Units or other portions of the Property; (v) the nature and location of any Common Elements, including the layout of any Open Space and vegetation; (vi) the nature, location and configuration of all or any portion of the Sanitary Sewer Facilities, Stormwater Management Facilities, or water systems; and (vii) the nature, location and configuration of all or any portion of the Utilities, including (without limitation) electric transformers, splice poles, street lights, telephone and cable pedestals. Such modifications may be made without notice to, or the approval of, the Owners and shall not require revision to the Subdivision Plan or the Plan, except to the extent required by Applicable Law.

8.4 Warranty Against Structural Defects.

Declarant will warrant the Common Elements constructed by it against "structural defects," as defined in Section 5411(a) of the Act, for a period of two (2) years from the date of completion of such Common Elements.

To the maximum extent permitted by law, the Declarant shall not be liable for consequential or other damages as a result of any defect in the Common Elements, whether structural or otherwise, and the liability of the Declarant shall be limited to the repair or replacement of the defect. The Declarant shall have the right, in its reasonable discretion, to determine whether such defect shall be corrected by repair or replacement. The Declarant shall be provided with a reasonable number of opportunities to diagnose and repair any claimed defect.

THE STRUCTURAL WARRANTY PROVIDED UNDER THE ACT IS THE ONLY WARRANTY GIVEN WITH RESPECT TO THE COMMON ELEMENTS, AND IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, OR ANY IMPLIED WARRANTY OF HABITABILITY.

8.5 Declarant's and Builder's Rights to Maintain Models, Offices, Etc.

Notwithstanding any provision of this Declaration to the contrary, so long as Declarant and/or Builder owns any part of the Property, Declarant and Builder shall be entitled to install, maintain and keep Materials and Models in the Common Elements and on portions of the Property owned or leased by Declarant and/or Builder. The number, size, location and relocation of any Materials and Models shall be as Declarant and Builder from time to time determine. Declarant and Builder shall have the right to remove all such Materials and Models within a reasonable time period after the Declarant and Builder have conveyed the last Unit.

8.6 No Amendment Without Declarant's Consent.

No portion of this Article 8 shall be amended without the prior written consent of the Declarant.

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ARTICLE 9 - PROVISIONS BENEFITING TOWNSHIP

9.1 Township's Right to Enforce.

The Township shall be a third party beneficiary of the provisions of this Declaration requiring the Association to maintain the Common Elements. The Association's obligations to the Township with respect to the maintenance of the Common Elements shall include (without limitation) the obligation to inspect, maintain, repair and replace the Stormwater Management Facilities, and to perform all other obligations of the Declarant thereunder. The Township shall have the right (but not the obligation, except as otherwise expressly stated or required by separate written agreement or Applicable Law) to compel the maintenance of the Common Elements, correction of any violation of Applicable Law and/or abatement of nuisances, in the event that the Association fails to do so (including any Unit Owner's obligations to maintain its Unit or any Common Elements thereon), provided that the Township shall give prior written notice to the Association and/or the Unit Owner of such failure, and provide the Association and/or the Unit Owner with an opportunity to cure such failure. The Association or the Unit Owner shall have thirty (30) days from receipt of such notice to cure the existing default. However, if the default is of such a nature that it may require longer than thirty (30) days to cure, and the Association or the Unit Owner begins to cure the default within thirty (30) days and thereafter diligently proceeds to cure the default, then the time period shall be extended for the time reasonably necessary to cure the default. In the event of an emergency that may require immediate action for the public good, the Township will seek to give the Association or the Unit Owner at least twenty-four (24) hours prior notice, but if the situation, in the sole determination of the Township, requires immediate action, then the notice and cure periods will not apply and the parties shall take such action as may be necessary to address the emergency situation.

9.2 Limit on Township's Obligations.

No provisions of this Declaration that grant any rights to the Township shall be construed to impose any obligation of maintenance or repair of any of the Common Elements on the Township, and nothing in this Declaration shall be construed as imposing any such obligation on the Township.

9.3 Recovery of Costs and Expenses By Township; Creation of Municipal Lien.

In the event that under any provision of this Declaration, or otherwise, the Township has the right to enforce the provisions of this Declaration relating to the maintenance or repair of the Common Elements, and if such rights of enforcement are exercised by the Township, the Township shall have the right to charge the costs and expenses thereof (including reasonable attorneys' fees) to the Association and/or the Unit Owners, and any such costs and expenses charged by the Township to the Association shall be a Common Expense or a Limited Common Expense of the Association and may be charged as a lien against all of the Units in equal shares, or against any individual Unit or Units where the obligation being enforced pertains to an individual Unit Owner or Unit Owners. The amounts that may become due to the Township may be enforced and collected in any other manner permitted by law, including an action under the Municipal Lien Law. The Township shall provide thirty (30) days written notice to the



Association or any Unit Owner of the Township's intention to file a lien pursuant to this Section 9.3.

ARTICLE 10 – AGE QUALIFIED COMMUNITY

10.1 Age Qualified Community.

(a) Pursuant to the provisions of the Fair Housing Act, 42 U.S.C. § 3601, *et seq.*, as may be amended from time to time, the Community is intended to be housing for persons “55 years of age or older” and is intended to qualify as “housing for older persons” as said term is defined in Section 3607 of the Fair Housing Act, 42 U.S.C. § 3607(b)(2)(C) and as further set forth in the Housing for Older Persons Act of 1995, as may be amended from time to time (“Age 55 or Older Housing Community”). In general, at least eighty (80%) of the Units in the Community shall have at least one person who is 55 years of age or older as a permanent occupant (“Qualifying Occupant”), except that in the event of the death of a person who was the sole Qualifying Occupant of a Unit, the surviving spouse may continue to occupy the Unit provided that the provisions of the Fair Housing Act and the Housing for Older Persons Act, as such laws may be amended from time to time, are not violated by such occupancy. The exception for the surviving spouse shall not run with the land.

(b) In order to comply with federal laws that permit Age Qualified housing in certain instances, the Community has adopted a “55 or Older Housing Policy” (as it may from time to time be amended), a copy of which shall be delivered to each original purchaser of a Unit in the Community. A copy of the “55 or Older Housing Policy” in effect as of the date hereof is attached hereto as Exhibit “I”. The Community's 55 or Older Housing Policy is subject to revision and amendment by the Declarant from time to time, and any such revisions and amendments shall not necessitate an amendment to this Declaration (so long as such revisions or amendments do not change the status of the Community as an Age 55 or Older Housing Community under the Fair Housing Act and the Housing for Older Persons Act, as such laws may be amended from time to time).

(c) Each Owner (other than a Builder), by accepting a deed to a Unit in the Community: (1) acknowledges receiving a copy of the Community's then-effective “55 or Older Housing Policy” (2) understands that, as a condition to occupying the Unit, he or she must first demonstrate to the Association that the Owner qualifies under the Community’s “55 or Older Housing Policy”; and (3) certifies that they will abide by the Community's “55 or Older Housing Policy”, including provisions for verification.

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ARTICLE 11 – MISCELLANEOUS

11.1 Declarant's Rights.

The rights of Declarant contained herein shall inure to its benefit and bind Declarant in its capacity as developer of the Property. All rights and easements reserved unto Declarant pursuant to this Declaration shall inure to the benefit of any Builder and/or successor developer of the Property who acquires the Property or a portion thereof, from Declarant, or any other successor Declarant, provided that Declarant shall have executed a written assignment of its rights hereunder, specifically referring to this Declaration and specifically assigning its rights and easements as the Declarant hereunder to such successor or Builder. No action shall be taken by the Association or the Executive Board that would affect any rights, privileges, easements, powers or options of the Declarant under this Declaration, the Bylaws or the Act without the prior written approval of the Declarant.

11.2 Limitation of Liability.

Declarant shall not be liable for any property damage or personal injury, or the consequences thereof, as a result of the exercise by Declarant or its successors or assigns or any Builder of any of the rights or easements reserved herein or on the Plan.

11.3 Amendment of Declaration.

Subject to the other provisions of this Declaration, this Declaration may be amended in the following manner:

(a) Amendment Procedures: Any amendment to this Declaration may be proposed by the Declarant, the Executive Board, or by Members of the Association entitled to cast at least ten (10%) percent of the votes of the Association. Except as otherwise specifically required by the Act (such as matters on which unanimous consent of the Members is required, relating to completion of Common Facilities, increase in the number of Units, voting strength, change in boundary lines, etc.) or where an amendment is specifically authorized by the Act to be implemented by the Declarant and/or the Association (such as adding Additional Real Estate or converting Convertible Real Estate), or certain Unit Owners, no proposed amendment to this Declaration shall be adopted unless approved by an affirmative vote of at least sixty-seven (67%) percent of the Members of the Association (counting one Member for each Unit, regardless of the number of persons holding title to such Unit, and with Declarant having one vote for each Unit owned by Declarant). In the alternative, an amendment may be made by an instrument signed and acknowledged by the Members representing at least sixty-seven percent (67%) of the Units (counting one Member for each Unit, regardless of the number of persons holding title to such Unit, and with Declarant having one vote for each Unit owned by Declarant), in the manner required for the execution of a deed, and such amendment shall be effective when Recorded. Any amendments shall be subject to approval thereof by the Township, if required by Section 11.4 below. If an amendment is to be considered at a special meeting of the Association, notice of the proposed amendment shall be included in any notice of such special meeting. Such notice shall be served on all Members in the manner set forth in the Bylaws for service of notice of meetings of the Association.

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(b) **During Declarant Control Period:** During the Declarant Control Period, the Declarant may amend this Declaration in any manner and to the fullest extent permitted by law, subject to the approval of the Township, if required under Section 11.4.

(c) **Declarant's Rights With Respect to Amendment:** No amendment to this Declaration shall, at any time, make any change that would in any way alter, modify or affect any of the rights, privileges, easements, powers or options of the Declarant hereunder, without the written consent of, and joinder therein, by the Declarant. For so long as Declarant owns at least one Unit in the Community, every proposed amendment to this Declaration shall be submitted to Declarant in writing no less than fourteen (14) days prior to a vote of the Members on such proposed amendment.

(d) **Corrective Amendment:** If any amendment to this Declaration (including any plats or plans) or the Bylaws is necessary in the judgment of the Executive Board to change, correct or supplement anything appearing or failing to appear therein (i) which is ambiguous, incorrect, defective or inconsistent with anything in either this Declaration, the Plan, the Bylaws or the Act; (ii) if such amendment is necessary to conform to the guidelines of Federal Home Loan Mortgage Corporation ("FHLMC"), the Government National Mortgage Association ("GNMA"), the Federal National Mortgage Association ("FNMA"), the Department of Housing and Urban Development ("HUD"), the Veterans Administration ("VA") or any similar entity with respect to condominiums, cooperatives or planned unit developments or to allow for the purchase, insurance or guaranty, as the case may be, by such entities of first mortgages; or (iii) to conform to the requirements of Applicable Law, the Declarant or Executive Board may, at any time and from time to time effect an appropriate corrective amendment, without the approval of the Unit Owners or any other person or entity, upon receipt by the Declarant or Executive Board of an opinion from independent counsel to the effect that the proposed amendment is permitted by the terms of this paragraph and by the Act.

(e) **Effective Upon Recording:** A copy of any approved amendment to this Declaration shall be Recorded in the Office of the Recorder of Deeds in and for Chester County, Pennsylvania. Amendments shall become effective upon recording.

11.4 Approval of Amendments by Township.

Any amendment to this Declaration that would change or impair any specific right of the Township granted in this Declaration, which affects the interests of the Township, shall be submitted in writing, by certified mail, return receipt requested to the Township Manager for the Township's review and approval. The approval of any requested amendment shall not be unreasonably withheld by the Township. In the event that the Township disapproves of such amendment, then no such amendment shall be effective.

11.5 Conflict with Applicable Law.

It is Declarant's intention that this Declaration comply in all respects with the applicable provisions of the Act and other Applicable Law. Declarant hereby reserves the right in the event of any conflict or inconsistency between the terms of this Declaration and Applicable Law, to amend this Declaration to conform to Applicable Law.



11.6 Termination of Community.

As provided in Section 5220 of the Act, the Community may be terminated and the terms and provisions of this Declaration extinguished for all purposes by a vote of eighty (80%) percent of the Members. A termination of the Community must be reflected in a recordable instrument signed by at least eighty (80%) percent of the Members and Recorded in the Office of the Recorder of Deeds in and for Chester County within one (1) year of the date such termination was executed and ratified by the required number of Unit Owners. The Community shall not be terminated as provided in the Act or in this Section 11.6 without the written consent of the Township.

11.7 Right to Cancel.

Upon the termination of the Declarant Control Period pertaining to control of the Executive Board by the Declarant, pursuant to Section 5305 of the Act and subject to Section 5305(b) of the Act, any of the following may be terminated by the Association at any time after Executive Board elected by the Unit Owners takes office upon not less than 90 days' notice to the other party: (i) any management contract, employment contract or lease of recreational or parking areas or facilities; (ii) any other contract of lease which a Declarant or an affiliate of a Declarant is a party; or (iii) any contract or lease that is not bona fide or was unconscionable to the Unit Owners at the time entered into under the circumstances then prevailing.

11.8 Violations of Rules and Notice/Resolution of Disputes.

(a) Rules and Regulations: Each Unit Owner shall comply strictly with terms of the Act, this Declaration, the Bylaws, and the Rules and Regulations of the Association as the same may be amended from time to time. The Executive Board shall have the power to adopt, amend and enforce the Rules and Regulations consistent with the provisions of this Declaration, the Bylaws and Act, including, but not limited to, such enforcement procedures and penalties for violations as the Executive Board shall deem appropriate. The Executive Board shall adopt and/or amend any such Rules and Regulations, by resolutions duly approved by a majority of the Executive Board in accordance with the Bylaws. A copy of such Rules and Regulations and any amendments thereto, shall be delivered or mailed to each Unit Owner promptly after the adoption thereof and shall be binding upon all Unit Owners, their successors in title and assigns, lessees, invitees, guests and any other occupants of any Unit.

(b) Notice and Resolution of Disputes: No Unit Owner shall have the right to object, challenge or commence any suit at law or in equity, or take any other action under any act, power or authority now in force or hereafter to be enacted, except after following such procedures as are established by the Executive Board by Rules and Regulations consistent with the provisions of this Section 11.8. As provided in the Bylaws, and consistent with the Act, alternative dispute resolution procedures have been established for resolution of disputes between: (i) two or more Unit Owners; or (ii) a Unit Owner and the Association, where the parties have agreed to alternative dispute resolution. Costs and fees associated with alternative dispute resolution shall be assessed equally against all parties to a dispute. Notwithstanding the foregoing, the provisions relating to alternative dispute resolution shall not apply to the Association's or the Declarant's enforcement of the Declaration, Bylaws and any Rules and Regulations. In such an instance, the Executive Board, the Architectural Control Committee, or



a separate committee which may be appointed by the Executive Board, shall hear claims of the alleged violations of this Declaration, the Bylaws or the Rules and Regulations of the Association (other than violations with respect to Assessment obligations) after proper notice and opportunity to cure is provided to the subject Unit Owner. The Executive Board shall have the right to establish various rules and procedures governing the operation and administration of the hearing process and the enforcement of this Declaration, the Bylaws and Rules and Regulations. Such process shall provide, at a minimum, that the Executive Board, or its designated managing agent, shall provide written notice of any alleged violation to the subject Unit Owner and shall provide Unit Owner a minimum of thirty (30) days to cure such violation (the "Cure Period"). In the event such Unit Owner fails to cure such violation, or fails to commence and diligently pursue a cure (in the event the Executive Board determines that such cure could not be achieved within the permitted Cure Period) prior to the expiration of the Cure Period, the Executive Board or such other committee, shall hold a hearing on such violation within thirty (30) days of the expiration of the Cure Period. At least ten (10) days prior to the hearing, all involved parties shall be provided with a written statement specifying the nature of the claim or violation. The hearing may be transcribed by a court stenographer at the request of a party with the party so requesting bearing the cost for same. Each party shall be afforded thirty (30) minutes in which to fully present his or her case or position. The members of the Executive Board shall be permitted to ask such questions of the parties as the members determine are appropriate (including written questions submitted by other involved parties). There shall be no cross-examination of witnesses and parties and the strict rules of evidence shall not apply. At any such hearing instituted hereunder, all parties shall be entitled to be represented by counsel. The Executive Board or such other committee shall issue a written decision within ten (10) days after the conclusion of the hearing. The Executive Board shall be empowered to file a petition with the Court of Common Pleas to enter a judgment or to otherwise enforce or implement a decision of the Executive Board.

11.9 Construction.

All easements, rights and options created in favor of the Declarant and the Association hereunder, or reserved by the Declarant pursuant to this Declaration, and any amendments hereto shall be liberally construed in favor of the Declarant and the Association in order to carry out the purpose and intent of such easements, rights and options. In case of inconsistencies in the governing documents of the Community, then the articles of incorporation of the Association shall have precedence over this Declaration; this Declaration in turn has precedence over the Bylaws of the Association; and the Bylaws have precedence over any Rules and Regulations adopted by the Association.

11.10 Severability.

In the event that a court determines that any provisions of this Declaration are invalid or unenforceable, then those invalid or unenforceable provisions of this Declaration shall be deemed stricken from this Declaration and shall not affect the validity or enforceability of any other provisions of this Declaration. In the event that any provisions of this Declaration are unenforceable or invalid as written, but may be reformed so as to make them valid and enforceable in accordance with the reasonable intent of the Declarant as specified herein, it is the Declarant's intent that any court interpreting such provisions shall to the extent permitted by law



reform the same so as to make the provisions valid and enforceable in accordance with the reasonable intent of the Declarant expressed herein.

11.11 Governing Law.

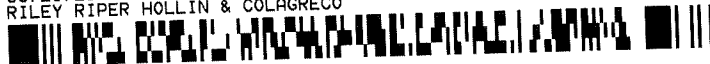
This Declaration shall be governed and construed in accordance with all applicable laws of the Commonwealth of Pennsylvania.

11.12 Covenants and Easements Running with the Land.

All of the covenants, easements and restrictions set forth herein, shall constitute covenants, easements and restrictions running with the Property, the Common Elements, and all of the Units and Dwellings, in perpetuity, and all such covenants, easements and restrictions shall be binding upon and inure to the benefit of the Declarant, the Association and their respective heirs, executors, administrators, successors and assigns.

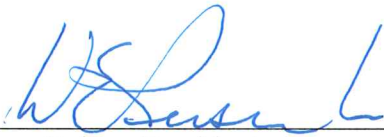
SIGNATURE PAGE FOLLOWS

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RILEY ROPER HOLLIN & COLAGRECO



IN WITNESS WHEREOF, the Declarant, intending to be legally bound, has executed this Declaration as of the date first written above.

RLD GREYSTONE LLC,
a Pennsylvania limited liability company

By: 
William Reiser, President

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF Chester :

On this 5th day of June, 2019, before me, the undersigned officer, personally appeared William Reiser, who acknowledged himself to be the President of RLD Greystone LLC, a Pennsylvania limited liability company, and, being authorized to do so, acknowledged that he executed the foregoing instrument on behalf of the company for the purposes therein contained.


Notary Public

Commonwealth of Pennsylvania

Notarial Seal
KATHLEEN M REINHARDT - Notary Public
Upper Uwchlan TWP, Chester County
My Commission Expires Jul 9, 2021

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RILEY RIPER HOLLIN & COLAGRECO



LIST OF EXHIBITS

Exhibit "A" Legal Description of Property
Exhibit "A-1" Description of Additional Real Estate
Exhibit "A-2" Description of Convertible Real Estate
Exhibit "A-3" Description of Initial Units
Exhibit "B" Declaration Plan
Exhibit "C" Cost Sharing Agreement
Exhibit "D" Stormwater Management Facilities Agreement
Exhibit "E" PCSM Declaration
Exhibit "F" Gas Agreement
Exhibit "G" Gas Service Ratification Agreement
Exhibit "H" Recorded Easements and Licenses
Exhibit "I" Declaration of Restrictive Covenants for Conservation
Exhibit "J" 55 or Older Housing Policy

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Exhibit "A"
Legal Description of Property

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Date: April 29, 2019

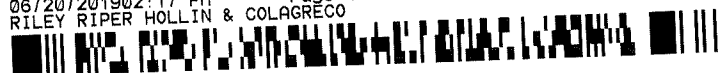
Revised:
Project No: 1575

**LEGAL DESCRIPTION – WOODLANDS AT GREYSTONE PLANNED COMMUNITY – ACTIVE ADULT
WEST GOSHEN TOWNSHIP, CHESTER COUNTY, PENNSYLVANIA**

ALL THAT CERTAIN tract or parcel of ground situate in West Goshen Township, Chester County, Pennsylvania, being shown on a set of plans titled "Planned Community Plat – Active Adult Community" of Woodlands at Greystone prepared by Horizon Engineering Associates, LLC, dated 03-29-2019 as last revised and being more fully described as follows:

BEGINNING at a point on the northwestern ultimate right-of-way of Aram Avenue (60.00 feet wide), said point being a corner in a line dividing lands of Parcel K and lands of Parcel U, from said beginning point running thence:

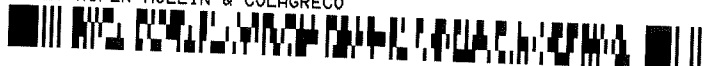
1. Along said Parcel K lands N 08°25'47" E, 130.12 feet to a point, thence;
2. Continuing partly along lands of Parcel K and crossing the bed of Sculthorpe Drive (44.00 feet wide), N 37°29'31" E, 439.68 feet to a point on the northeastern ultimate right-of-way of said Sculthorpe Drive, thence;
3. Along said ultimate right-of-way of Sculthorpe Drive, along lands of Parcel EE1, the following three (3) courses:
 - a) S 52°30'29" E, 133.41 feet to a point of curvature, thence;
 - b) along a curve to the right, having a radius of 172.00 feet with a chord bearing of S 47°18'11" E and a chord length of 31.21 feet for a distance of 31.25 feet to a point of tangency, thence;
 - c) S 42°05'52" E, 238.44 feet to a point, thence;
4. Leaving the bed of Sculthorpe Drive and continuing along lands of Parcel EE1, the following three (3) courses:
 - a) N 47°29'40" E, 147.56 feet to a corner, thence;
 - b) S 36°25'59" E, 273.50 feet to a corner, thence;
 - c) S 58°38'16" W, 155.22 feet to a point on the northeastern ultimate right-of-way of Sculthorpe Drive, aforesaid, thence;
5. Continuing along said ultimate right-of-way of Sculthorpe Drive the following six (6) courses:
 - a) S 31°21'44" E, 21.80 feet to a point of curvature, thence;
 - b) Along a curve to the right, having a radius of 172.00 feet with a chord bearing of S 23°15'09" E and a chord length of 48.53 feet for a distance of 48.69 feet to a point of reverse curvature, thence;
 - c) Along a curve to the left, having a radius of 17.00 feet with a chord bearing of S 51°01'38" E and a chord length of 19.93 feet for a distance of 21.29 feet to a point, thence;
 - d) Crossing the bed of Schulthorpe Drive (44.00 feet wide), S 08°53'45" E, 45.01 feet to a point, thence;



- e) Along a curve to the left, having a radius of 17.00 feet with a chord bearing of S 48°05'26" W and a chord length of 24.04 feet for a distance of 26.70 feet to a point of tangency, thence;
- f) S 03°05'26" W, 107.80 feet to a corner in a line dividing lands of Parcel FF1 and lands of Parcel FF2, thence;
- 6. Along said Parcel FF2 lands the following two (2) courses:
 - a) S 86°27'08" E, 214.25 feet to a corner, thence;
 - b) S 28°15'25" E, 236.00 feet to a corner, thence;
- 7. Continuing partly along lands of Parcel FF2, crossing the bed of Schulthorpe Drive, aforesaid, and partly along lands of Parcel EE1, N 61°46'09" E, 342.68 feet to a point on the ultimate right-of-way of Ashbridge Road (T-493, 25.00 feet half width), thence;
- 8. Continuing along said Ashbridge Road ultimate right-of-way, S 30°14'18" E, 201.77 feet to a point on a line of lands now or formerly of Helen B. and Kevin K. Kachejian, thence;
- 9. Along said Kachejian lands, S 56°05'31" W, 63.10 feet to a corner of lands of same, thence;
- 10. Continuing partly along said Kachejian lands and along lands now or formerly of Barbara A. Schafer and partly along lands now or formerly of Cyndle M. Persson, S 28°24'53" E, 483.62 feet to a point on the northwestern ultimate right-of-way of Phoenixville Pike (S.R. 2011) (40.00 feet half width) , thence;
- 11. Along said Phoenixville Pike ultimate right-of-way the following three (3) courses:
 - a) S 59°47'03" W, 7.91 feet to a point, thence;
 - b) Along a curve to the left, having a radius of 290.00 feet with a chord bearing of S 35°24'19" W and a chord length of 239.41 feet for a distance of 246.79 feet to a point, thence;
 - c) S 11°01'35" W, 216.92 feet to a point of cusp on the northern ultimate right-of-way of Aram Avenue, aforesaid, thence;

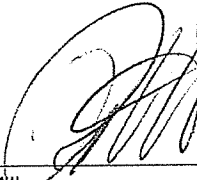
Along said Aram Avenue ultimate right-of-way the following twelve (12) courses:

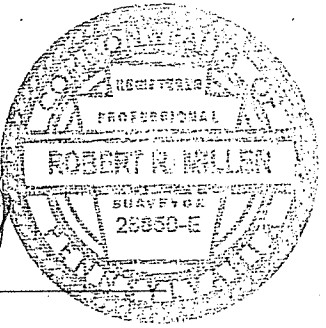
- a) Along a curve to the right, having a radius of 40.00 feet with a chord bearing of S 56°19'43" W and a chord length of 56.87 feet for a distance of 63.25 feet to a point of tangency, thence;
- b) N 78°22'09" W, 344.44 feet to a point of curvature, thence;
- c) Along a curve to the right, having a radius of 270.00 feet with a chord bearing of N 58°04'24" W and a chord length of 187.31 feet for a distance of 191.28 feet to a point of tangency, thence;
- d) N 37°46'39" W, 549.18 feet to a point of curvature, thence;
- e) Along a curve to the right, having a radius of 270.00 feet with a chord bearing of N 17°20'36" W and a chord length of 188.53 feet for a distance of 192.59 feet to a point of tangency, thence;
- f) N 03°05'26" E, 265.69 feet to a point of curvature, thence;
- g) Along a curve to the left, having a radius of 330.00 feet with a chord bearing of N 05°50'44" W and a chord length of 102.52 feet for a distance of 102.94 feet to a point of reverse curvature, thence;
- h) along a curve to the right, having a radius of 75.00 feet with a chord bearing of N 03°12'19" E and a chord length of 46.32 feet for a distance of 47.09 feet to a point reverse curvature, thence;
- i) Along a curve to the left, having a radius of 70.00 feet with a chord bearing of N 31°16'35" W and a chord length of 111.02 feet for a distance of 128.21 feet to a point of reverse curvature, thence;



- j) Along a curve to the right, having a radius of 75.00 feet with a chord bearing of N 65°45'28" W and a chord length of 46.32 feet for a distance of 47.09 feet to a point of reverse curvature, thence;
- k) Along a curve to the left, having a radius of 330.00 feet with a chord bearing of N 70°29'58" W and a chord length of 255.00 feet for a distance of 261.82 feet to a point of tangency, thence;
- l) S 86°46'18" W, 193.47 feet to the point and place of beginning.

CONTAINING 1,150,052 square feet or 26.4016 acres of land.


Robert R. Miller
Pennsylvania Professional Land Surveyor 28850



F:\ProjAdmin\1575\Legals\2019-March Overall\AA Community\Community\AA - COMMUNITY.doc

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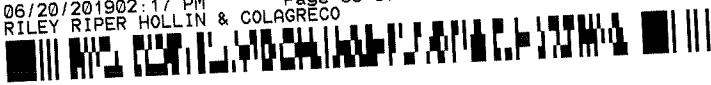


Exhibit "A-1"

Description of Additional Real Estate

All that Additional Real Estate that may be added to the Community as identified, bounded and described on Exhibit "B" attached hereto as "Additional Real Estate".

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Exhibit "A-2"

Description of Convertible Real Estate

All those potential Units with the area identified as "Convertible Real Estate" in the Community are designated as Convertible Real Estate. As bounded and described on Exhibit "B" attached hereto, those are Units 180, 377 through 413, and 422 through 440, inclusive.

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Exhibit "A-3"

Description of Initial Units

As bounded and described on Exhibit "B", the Initial Units in the Community are Units 181, 182 and 183.

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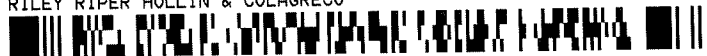


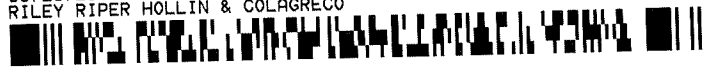
Exhibit "B"
Declaration Plan

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PLANNED COMMUNITY PLAT - ACTIVE ADULT COMMUNITY OF WOODLANDS AT GREYSTONE

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RILEY ROPER HOLLIN & COLAGRECO



SITE SCALE: 1" = 500'

A RESIDENTIAL DEVELOPMENT IN
**WEST GOSHEN TOWNSHIP,
CHESTER COUNTY, PENNSYLVANIA**

PREPARED FOR

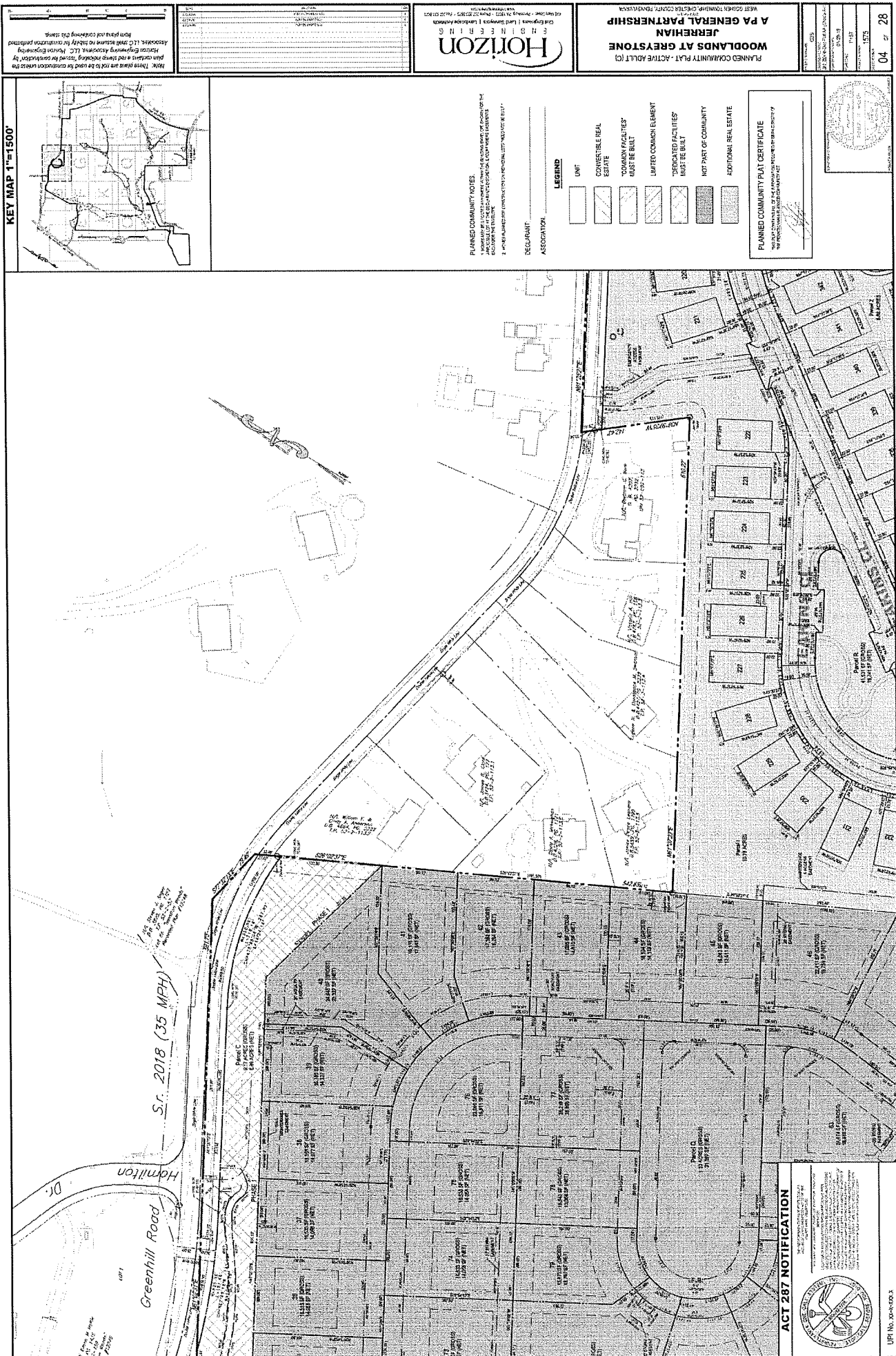
RLD GREYSTONE, LLC

1124 CEDAR AVENUE
CONSHOHOCKEN, PA 19428

ORIGIN DATE: MARCH 18, 2019
REVISION DATE: MAY 20, 2019
REVISION DATE: MAY 20, 2019
REVISION DATE: JUNE 14, 2019

Horizon
ENGINEERING
Civil Engineers | Land Surveyors | Landscape Architects
428 Main Street • Pottsville, PA 17860 • Tel: 610-327-3311
www.horizon-engineering.com





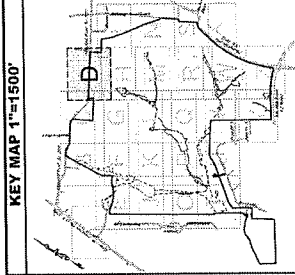
Note: These plans are not to be used for construction without the
 approval of the Planning Commission. The Planning Commission is
 authorized to approve or deny these plans. The Planning Commission
 is not responsible for the accuracy of the information provided.
 The Planning Commission is not responsible for the accuracy of the
 information provided.

NO.	DATE	DESCRIPTION
1	10/1/18	Initial Plan
2	10/1/18	Revised Plan
3	10/1/18	Final Plan

Horizon
 ENGINEERING
 1000 West 10th Street, Suite 100
 Fort Collins, CO 80521
 Phone: 970.221.1111
 Fax: 970.221.1112
 Email: info@horizoneng.com

PLANNED COMMUNITY PLAT - ACTIVE ADULT (A)
 JERREMIAN
 WOODLANDS AT GREYSTONE
 A PA GENERAL PARTNERSHIP
 WEST GOSHEN TOWNSHIP, GOSHEN COUNTY, NORTH CAROLINA

DATE	10/1/18
BY	JR
CHECKED	JR
DATE	10/1/18
BY	JR
CHECKED	JR



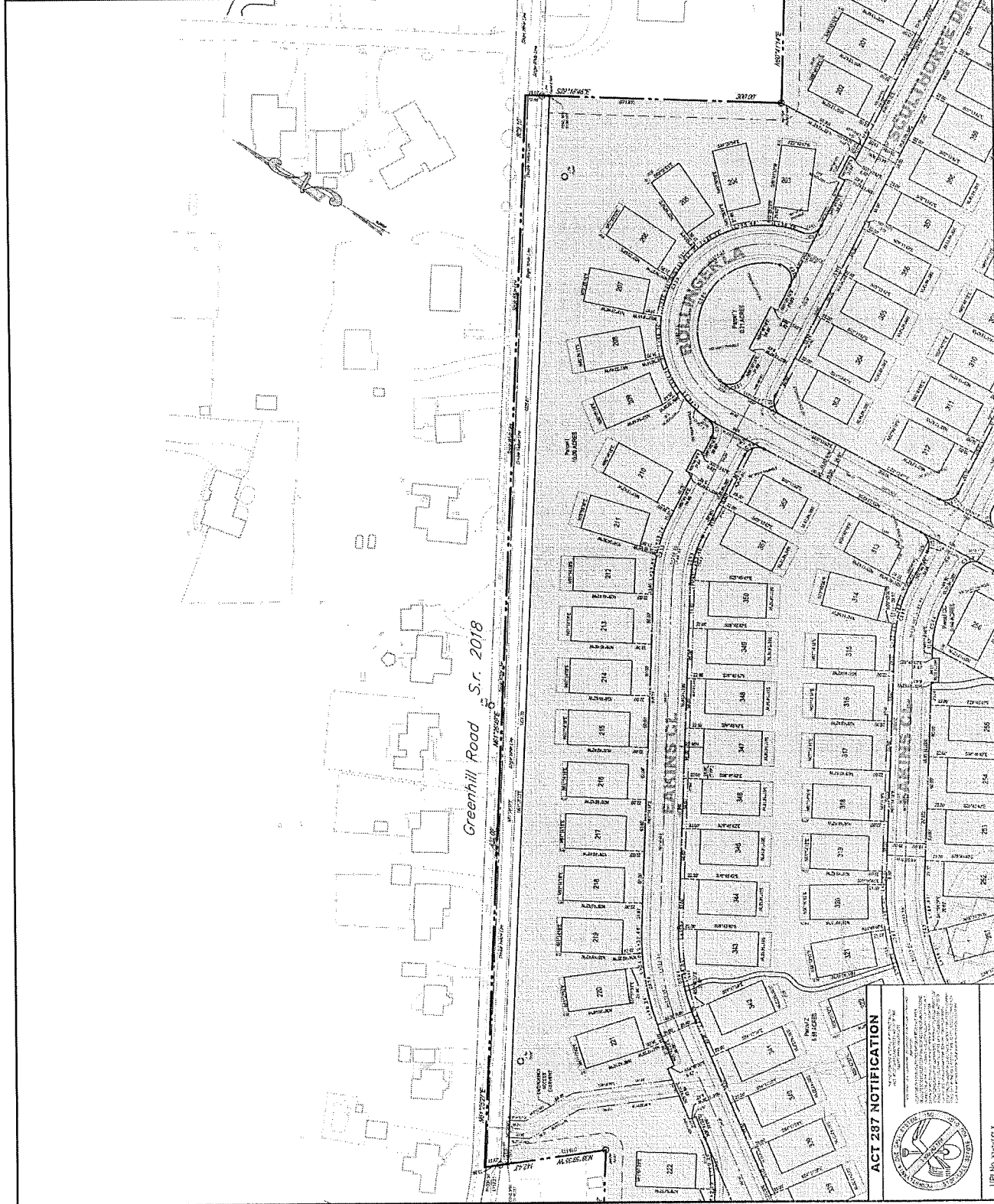
PLANNED COMMUNITY PLAT CERTIFICATE

I, the undersigned, being a duly qualified and authorized officer of the
 Planning Commission, do hereby certify that the above described
 plat has been approved by the Planning Commission and is in
 accordance with the provisions of the North Carolina Planned
 Community Act.

PLANNED COMMUNITY NOTES:
 1. THE PLANNED COMMUNITY SHALL BE A LIMITED COMMON ELEMENT
 PLANNED COMMUNITY AS DEFINED IN SECTION 207 OF THE NORTH
 CAROLINA PLANNED COMMUNITY ACT. THE PLANNED COMMUNITY
 SHALL BE A LIMITED COMMON ELEMENT PLANNED COMMUNITY.
 2. THE PLANNED COMMUNITY SHALL BE A LIMITED COMMON ELEMENT
 PLANNED COMMUNITY.

DECLARATION:
 ASSOCIATION:

LEGEND
 UNIT
 CONVERTIBLE REAL
 ESTATE
 "COMMON FACILITIES"
 MUST BE BUILT
 LIMITED COMMON ELEMENT
 "DEDICATED FACILITIES"
 MUST BE BUILT
 NOT PART OF COMMUNITY
 ADDITIONAL REAL ESTATE

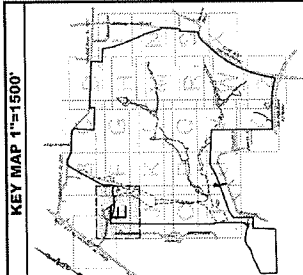


PLANED COMMUNITY PLAT - ACTIVE ADULT (A) PA GENERAL PARTNERSHIP JERREHAN WOODLANDS AT GREYSTONE

06 28

Horizon ENGINEERING

PLANED COMMUNITY PLAT CERTIFICATE



LEGEND

UNIT

CONVERTIBLE REAL ESTATE

"COMMON FACILITIES" MUST BE BUILT

LIMITED COMMON ELEMENT

"DEDICATED FACILITIES" MUST BE BUILT

NOT PART OF COMMUNITY

ADDITIONAL REAL ESTATE

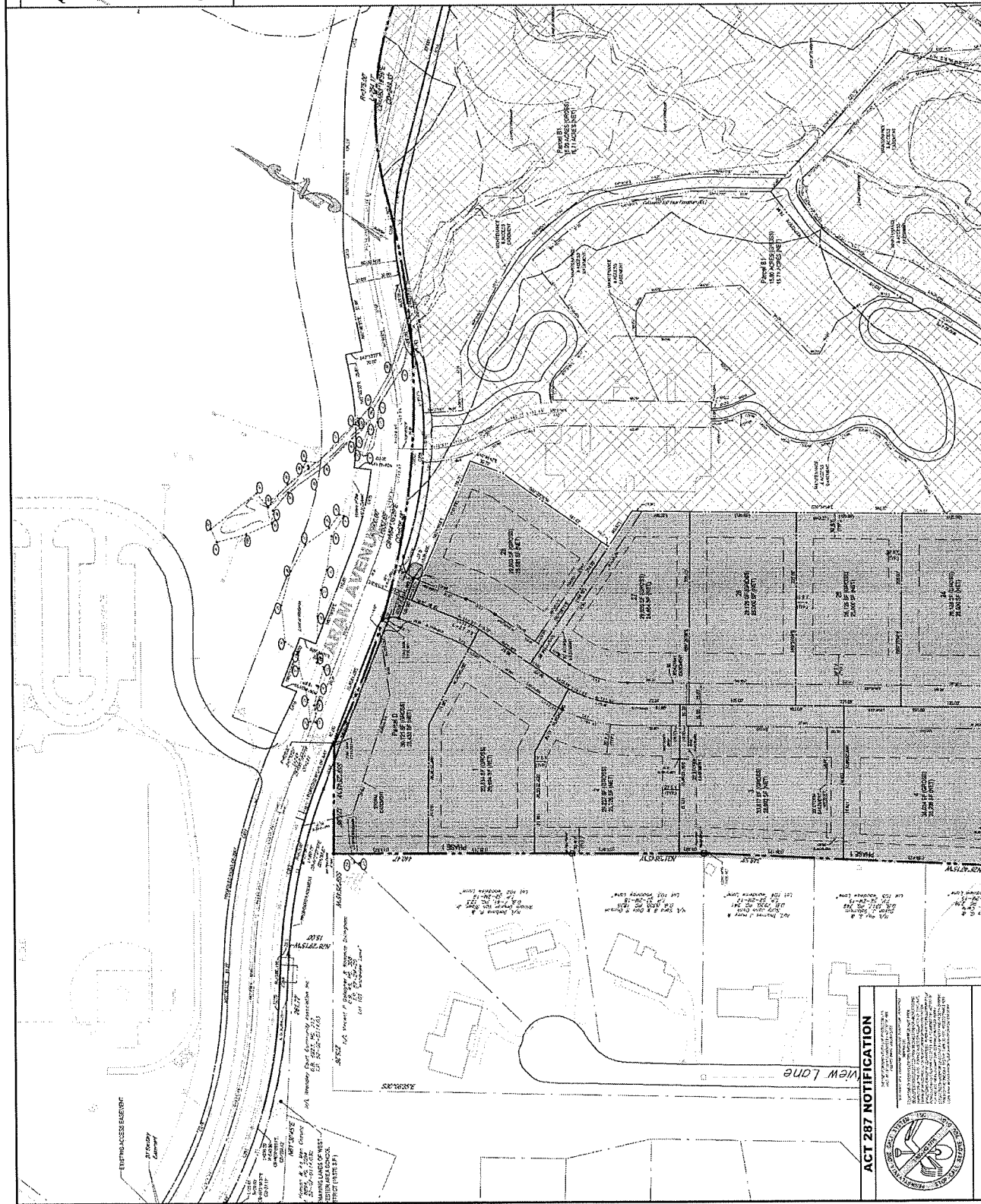
PLANED COMMUNITY PLAT CERTIFICATE

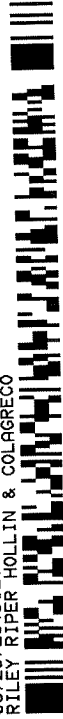
PLANED COMMUNITY NOTES

1. MEMBER OF THE COMMUNITY SHALL BE BUILT WITHIN THE PLAT AND THE PLAT SHALL BE BUILT WITHIN THE COMMUNITY.

2. MEMBER OF THE COMMUNITY SHALL BE BUILT WITHIN THE PLAT AND THE PLAT SHALL BE BUILT WITHIN THE COMMUNITY.

3. MEMBER OF THE COMMUNITY SHALL BE BUILT WITHIN THE PLAT AND THE PLAT SHALL BE BUILT WITHIN THE COMMUNITY.



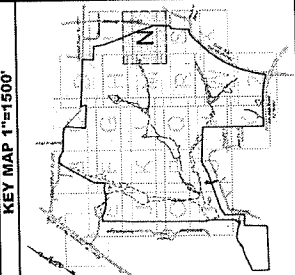


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TIME	15:28	
LOCATION	15:28	
STATUS	15:28	

WOODLANDS AT GREYSTONE
JERRIHAN
A PA GENERAL PARTNERSHIP
WEST GOSHEN TOWNSHIP, GOSHEN COUNTY, PENNSYLVANIA

HORIZON
ENGINEERING

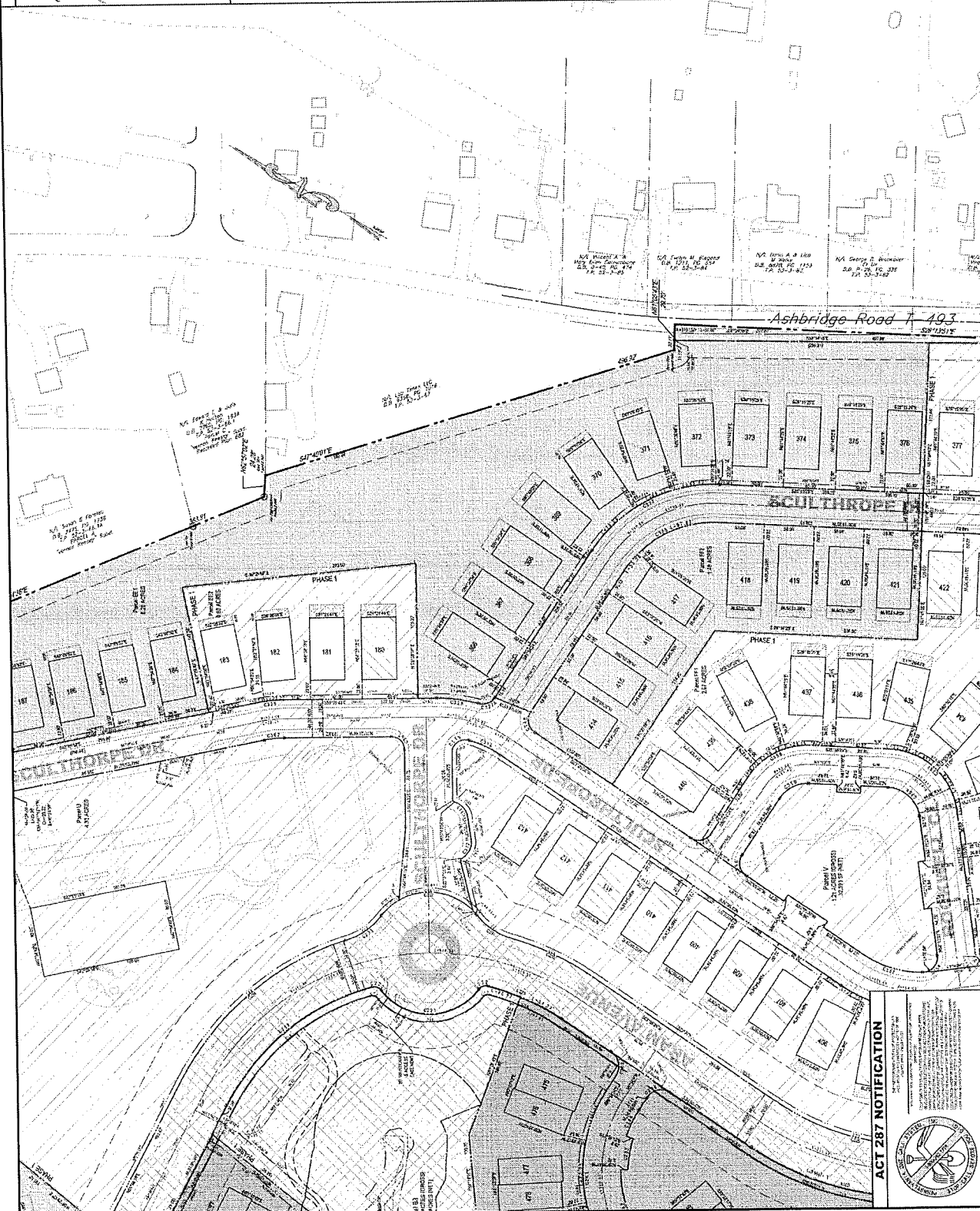
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81	10/1/18	10/1/18
82	10/1/18	10/1/18
83	10/1/18	10/1/18
84	10/1/18	10/1/18
85	10/1/18	10/1/18
86	10/1/18	10/1/18
87	10/1/18	10/1/18
88	10/1/18	10/1/18
89	10/1/18	10/1/18
90	10/1/18	10/1/18
91	10/1/18	10/1/18
92	10/1/18	10/1/18
93	10/1/18	10/1/18
94	10/1/18	10/1/18
95	10/1/18	10/1/18
96	10/1/18	10/1/18
97	10/1/18	10/1/18
98	10/1/18	10/1/18
99	10/1/18	10/1/18
100	10/1/18	10/1/18



PLANNED COMMUNITY NOTES:
1. THIS PLAT IS A PART OF THE PLAT FOR THE DEVELOPMENT OF THE PROJECT.
2. THE PLAT IS A PART OF THE PLAT FOR THE DEVELOPMENT OF THE PROJECT.
3. THE PLAT IS A PART OF THE PLAT FOR THE DEVELOPMENT OF THE PROJECT.

LEGEND
UNIT
CONVERTIBLE REAL ESTATE
"COMMON FACILITIES" MUST BE BUILT
UNITED COMMON ELEMENT
"DEDICATED FACILITIES" MUST BE BUILT
NOT PART OF COMMUNITY
ADDITIONAL REAL ESTATE

PLANNED COMMUNITY PLAT CERTIFICATE
THIS PLAT IS A PART OF THE PLAT FOR THE DEVELOPMENT OF THE PROJECT.



ACT 287 NOTIFICATION

UPF No. 20-5-000-A

KEY MAP 1"=1500'

PLANNED COMMUNITY NOTES

- 1. ALL LOTS MUST BE DEVELOPED WITHIN THE SPECIFIED DEADLINE.
- 2. THE DEVELOPER SHALL MAINTAIN THE COMMON AREAS AND PROVIDE FOR THE MAINTENANCE OF THE COMMON AREAS.
- 3. THE DEVELOPER SHALL MAINTAIN THE COMMON AREAS AND PROVIDE FOR THE MAINTENANCE OF THE COMMON AREAS.

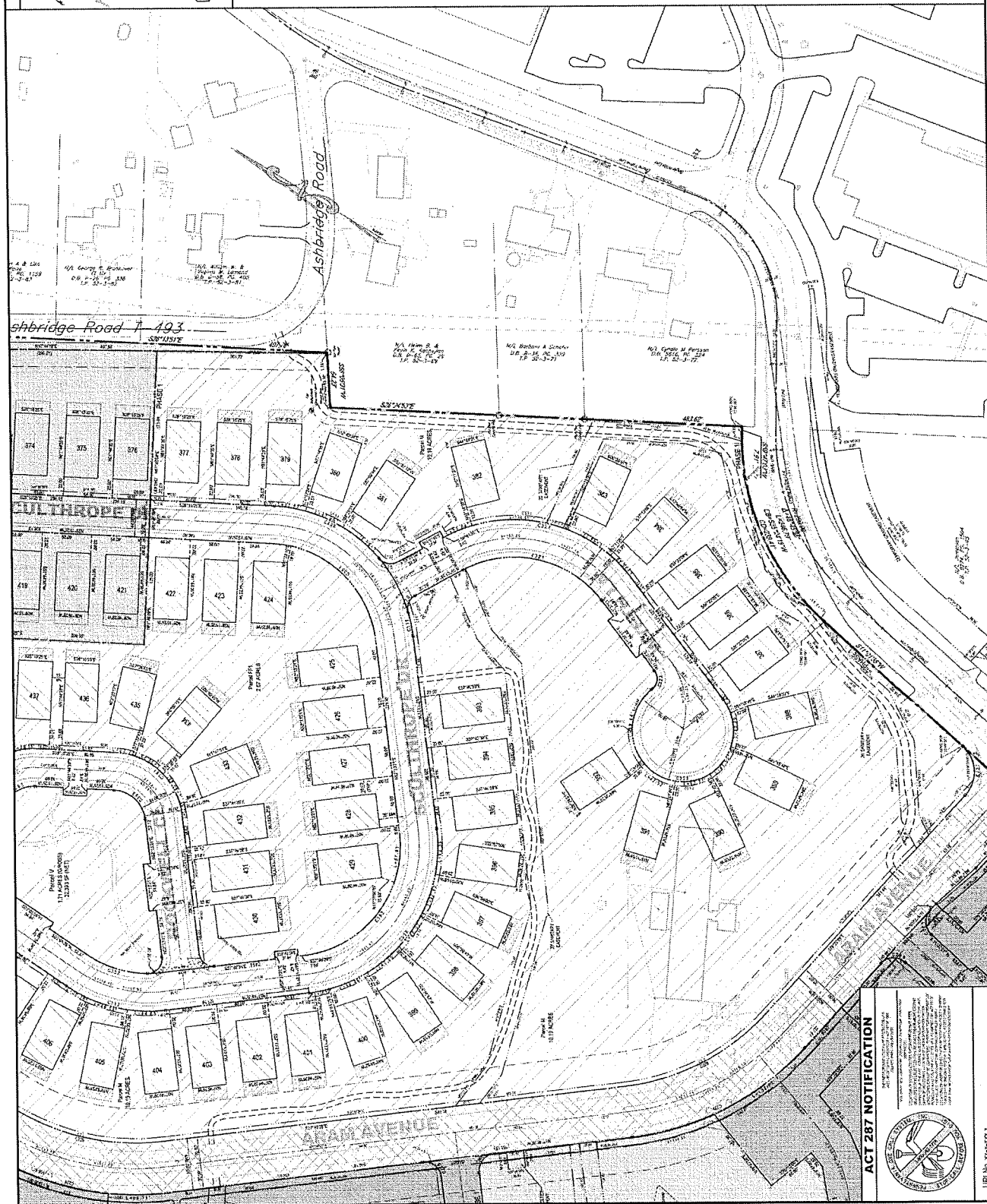
LEGEND

UNIT

- CONVERTIBLE REAL ESTATE
- "COMMON FACILITIES" MUST BE BUILT
- UNITED COMMON ELEMENT
- "CONVERTIBLE FACILITIES" MUST BE BUILT
- NOT PART OF COMMUNITY
- ADDITIONAL REAL ESTATE

PLANNED COMMUNITY PLAT CERTIFICATE

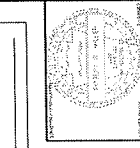
THIS CERTIFICATE IS A PART OF THE PLAT AND SHALL BE KEPT WITH THE PLAT RECORDS.



ACT 287 NOTIFICATION

NOTICE TO THE PUBLIC: This is a notice to the public that the proposed development is subject to the provisions of Act 287, which requires the submission of a notice of intent to the public for review and comment.

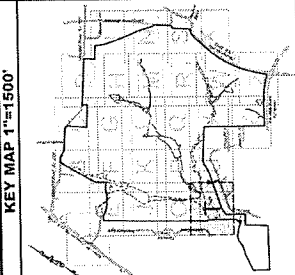
UPF No. 40-5-100.1



WOODLANDS AT GREYSTONE
JERRERHIAN
A PA GENERAL PARTNERSHIP



NO.	DATE	DESCRIPTION
1	06/20/2019	Initial Design
2	06/20/2019	Final Design
3	06/20/2019	Final Design
4	06/20/2019	Final Design
5	06/20/2019	Final Design
6	06/20/2019	Final Design
7	06/20/2019	Final Design
8	06/20/2019	Final Design
9	06/20/2019	Final Design
10	06/20/2019	Final Design



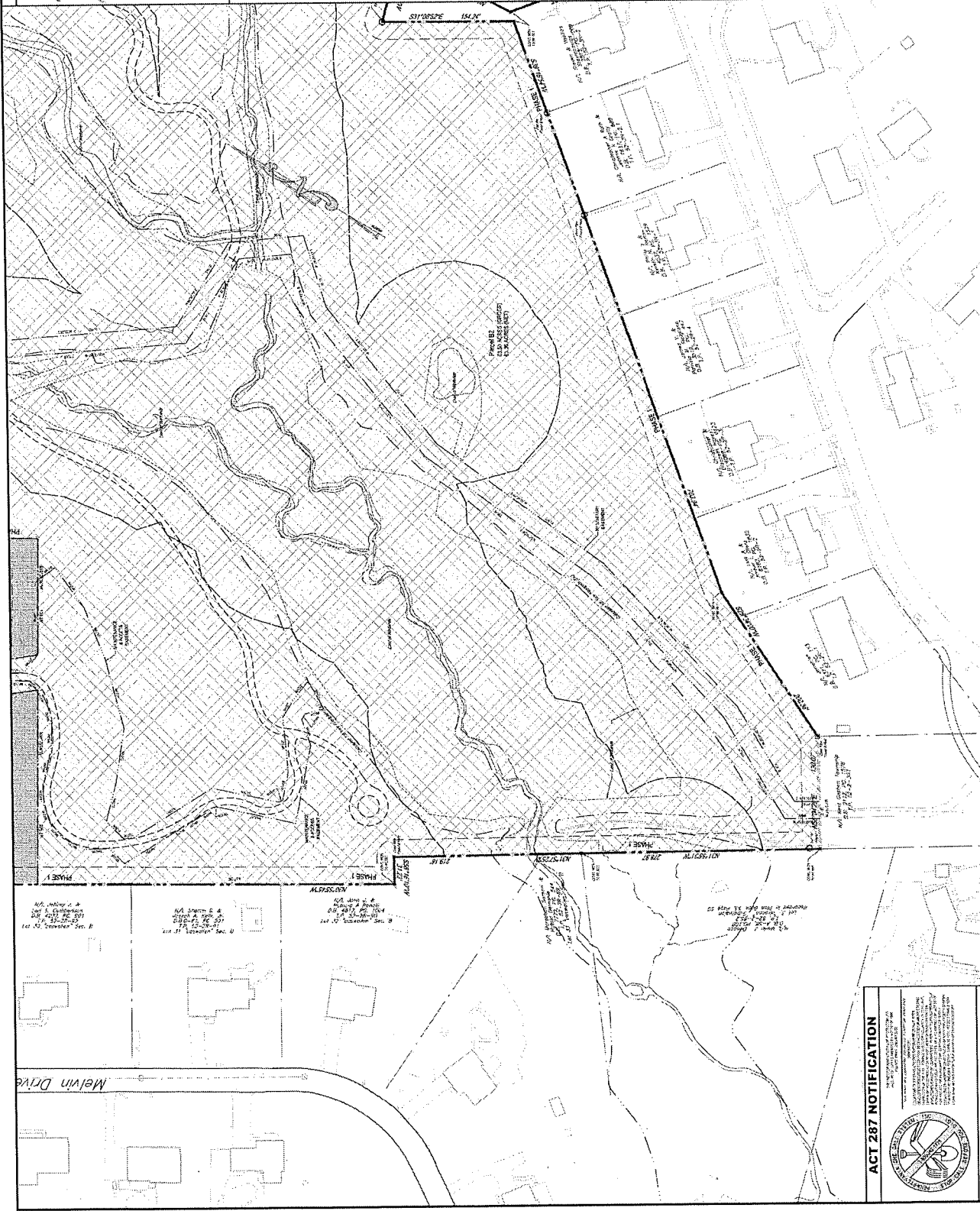
PLANNED COMMUNITY NOTES:
 1. THIS PLANNED COMMUNITY IS SUBJECT TO THE PROVISIONS OF THE PLANNED COMMUNITY ACT, 68 P.S. § 6801 ET SEQ.
 2. THIS PLANNED COMMUNITY IS SUBJECT TO THE PROVISIONS OF THE PLANNED COMMUNITY ACT, 68 P.S. § 6801 ET SEQ.
 3. THIS PLANNED COMMUNITY IS SUBJECT TO THE PROVISIONS OF THE PLANNED COMMUNITY ACT, 68 P.S. § 6801 ET SEQ.

DECLARANT: _____
ASSOCIATION: _____

LEGEND:

- UNIT
- CONVERTIBLE REAL ESTATE
- "COMMON FACILITIES" MUST BE BUILT
- LIMITED COMMON ELEMENT
- "DEDICATED FACILITIES" MUST BE BUILT
- NOT PART OF COMMUNITY
- ADDITIONAL REAL ESTATE

PLANNED COMMUNITY PLAT CERTIFICATE
 THIS PLANNED COMMUNITY IS SUBJECT TO THE PROVISIONS OF THE PLANNED COMMUNITY ACT, 68 P.S. § 6801 ET SEQ.



ACT 287 NOTIFICATION

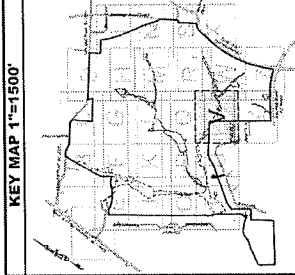
These plans are not to be used for construction unless the plan owner has obtained all necessary permits from the appropriate authorities. The plan owner is responsible for obtaining all necessary permits from the appropriate authorities. The plan owner is responsible for obtaining all necessary permits from the appropriate authorities.

NO.	DESCRIPTION	DATE
1	PRELIMINARY PLAN	10/1/17
2	FINAL PLAN	10/1/17
3	REVISION	10/1/17
4	REVISION	10/1/17
5	REVISION	10/1/17
6	REVISION	10/1/17
7	REVISION	10/1/17
8	REVISION	10/1/17
9	REVISION	10/1/17
10	REVISION	10/1/17

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Fax: (412) 321-1001
www.horizoneng.com

WOODLANDS AT GREYSTONE
PLANNED COMMUNITY PLAT - ACTIVE ADULT (A)
JERREMIAN
A PA GENERAL PARTNERSHIP
WEST GOSHEN TOWNSHIP, CHESTER COUNTY, PENNSYLVANIA

DATE	10/1/17
BY	J. E. HOLLIN
CHECKED BY	J. E. HOLLIN
DATE	10/1/17
BY	J. E. HOLLIN
CHECKED BY	J. E. HOLLIN
DATE	10/1/17
BY	J. E. HOLLIN
CHECKED BY	J. E. HOLLIN



PLANNED COMMUNITY NOTES

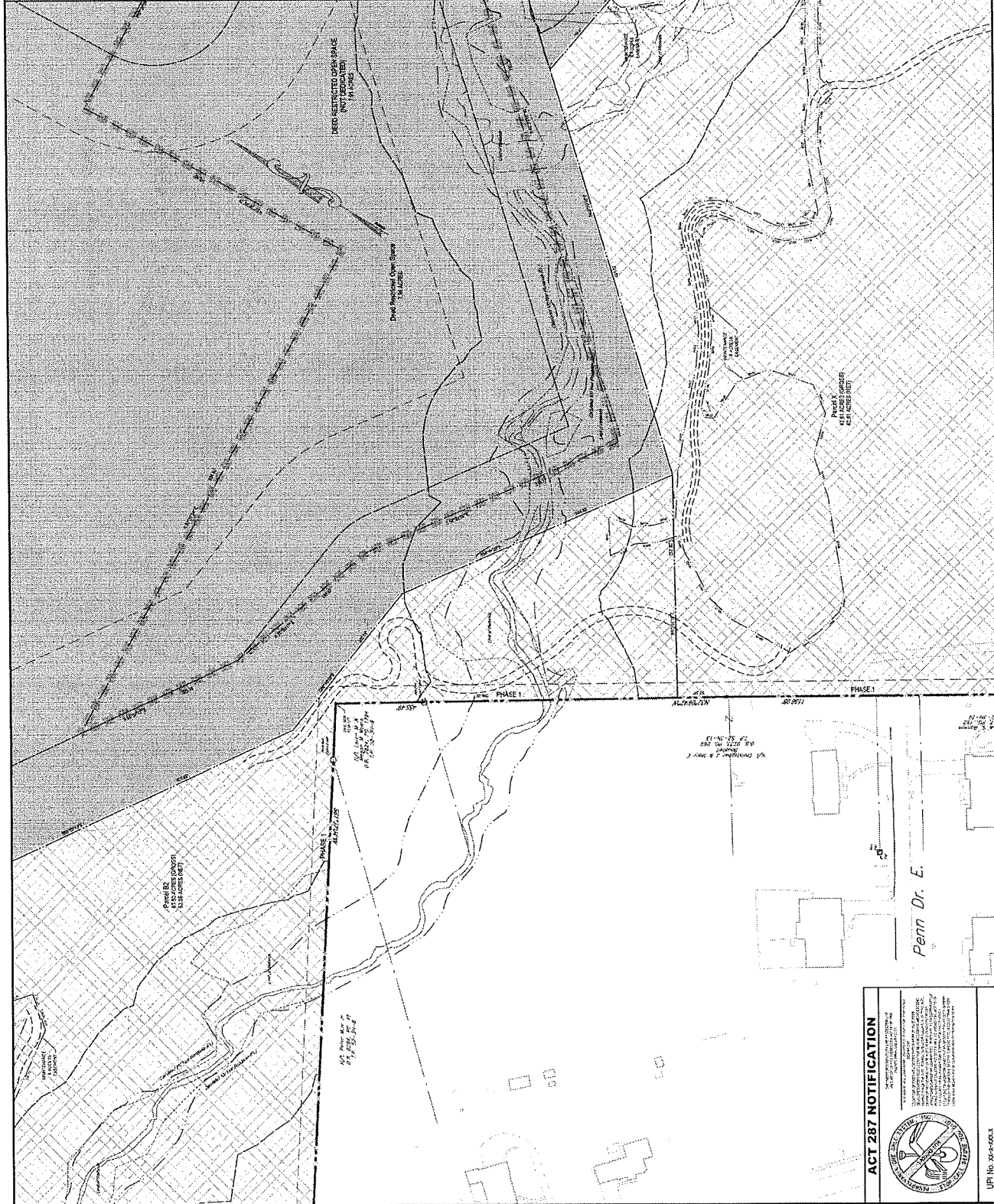
- 1. PROPERTY WILL BE USED FOR RESIDENTIAL PURPOSES ONLY. NO COMMERCIAL OR INDUSTRIAL USES ARE PERMITTED.
- 2. THE PLANNED COMMUNITY SHALL BE DEVELOPED IN ACCORDANCE WITH THE ZONING ORDINANCE OF WEST GOSHEN TOWNSHIP, CHESTER COUNTY, PENNSYLVANIA.
- 3. THE PLANNED COMMUNITY SHALL BE DEVELOPED IN ACCORDANCE WITH THE SUBDIVISION MAP ACT, 54 P.S. 5401-5409.

LEGEND

- UNIT
- CONVERTIBLE REAL ESTATE
- "COMMON FACILITIES" MUST BE BUILT
- LIMITED COMMON ELEMENT
- "DEDICATED FACILITIES" MUST BE BUILT
- NOT PART OF COMMUNITY
- ADDITIONAL REAL ESTATE

PLANNED COMMUNITY PLAT CERTIFICATE

THIS PLAT IS A PART OF THE PLANNED COMMUNITY PLAT FOR THE WOODLANDS AT GREYSTONE, PLANNED COMMUNITY PLAT - ACTIVE ADULT (A), JERREMIAN, A PA GENERAL PARTNERSHIP, WEST GOSHEN TOWNSHIP, CHESTER COUNTY, PENNSYLVANIA.



11671844 B: 9945 P: 786 DSA
06/20/2019 02:17 PM Page 96 of 311
RILEY RIPPER HOLLIN & COLAGRECO



ACT 287 NOTIFICATION

NOTICE IS HEREBY GIVEN THAT THE PLANNED COMMUNITY PLAT FOR THE WOODLANDS AT GREYSTONE, PLANNED COMMUNITY PLAT - ACTIVE ADULT (A), JERREMIAN, A PA GENERAL PARTNERSHIP, WEST GOSHEN TOWNSHIP, CHESTER COUNTY, PENNSYLVANIA, HAS BEEN FILED FOR RECORD IN THE OFFICE OF THE CLERK OF THE COMMONWEALTH OF PENNSYLVANIA, CHESTER COUNTY, ON 10/1/17.

UFI No. 304-0001-X

These plans are not to be used for construction without the approval of the Planning Commission. Any construction performed from plans not containing this stamp is at the owner's risk.

DATE	10/15/2019
BY	PLANNING COMMISSION
PROJECT	WOODLANDS AT GREYSTONE
LOCATION	10000 S. RILEY AVE. & S. RIVER AVE.
OWNER	WOODLANDS AT GREYSTONE, LLC
DESIGNER	JOHN R. HARRIS & ASSOCIATES, LLC
REVISION	

Horizon
 Civil Engineers & Surveyors
 4000 West 10th Street, Suite 100
 Oklahoma City, Oklahoma 73106
 Phone: (405) 233-1000
 Fax: (405) 233-1001
 Email: info@horizoneng.com

WOODLANDS AT GREYSTONE
 JERRREHIAN
 A PA GENERAL PARTNERSHIP
 PLANNED COMMUNITY PLAT - ACTIVE ADULT (55+)
 WEST 9200th STREET, OKLAHOMA COUNTY, OKLAHOMA 73106

PROJECT NO.	005
DATE OF PLAT	10/15/2019
DATE OF RECORDATION	10/15/2019
DATE OF DEED	10/15/2019
DATE OF PLAT	10/15/2019
DATE OF RECORDATION	10/15/2019
DATE OF DEED	10/15/2019
DATE OF PLAT	10/15/2019
DATE OF RECORDATION	10/15/2019
DATE OF DEED	10/15/2019

KEY MAP 1"=1500'

PLANNED COMMUNITY NOTES:

- 1. THE PLAT IS SUBJECT TO THE RECORDATION ACT OF THE STATE OF OKLAHOMA.
- 2. THE PLAT IS SUBJECT TO THE RECORDATION ACT OF THE STATE OF OKLAHOMA.
- 3. THE PLAT IS SUBJECT TO THE RECORDATION ACT OF THE STATE OF OKLAHOMA.

LEGEND:

UNIT	CONVERTIBLE REAL ESTATE
"COMMON FACILITIES" MUST BE BUILT	LIMITED COMMON ELEMENT
"STOCKED FACILITIES" MUST BE BUILT	"STOCKED FACILITIES" MUST BE BUILT
NOT PART OF COMMUNITY	ADDITIONAL REAL ESTATE

DECLARANT: _____
ASSOCIATION: _____

PLANNED COMMUNITY PLAT CERTIFICATE
 THE PLAT IS SUBJECT TO THE RECORDATION ACT OF THE STATE OF OKLAHOMA.

