

**BYLAWS
OF
WALDEN NEIGHBORHOOD ASSOCIATION, INC.
AS AMENDED THROUGH MARCH 6, 2013**

PREAMBLE

Whereas, this corporation (hereinafter sometimes referred to as the "Association") has been formed for the purposes set forth in that certain *Declaration of Covenants, Restrictions, Easements and Establishment of Homeowners Association for Walden, a Planned Community in Silver Spring Township, Cumberland County, Pennsylvania* as the same may be duly amended from time to time (herein referred to as the "Declaration") of record in the office of the Recorder of Deeds in and for Cumberland County, Pennsylvania as Instrument Number 200732950, the actions of this corporation shall at all times be consistent with and constrained by the Declaration and all of the documents referred to therein and this corporation shall be governed in accordance with the Bylaws set forth in this document, as the same may be duly amended from time to time.

ARTICLE I

LAWS SUBJECT TO, CONFLICT

- 1.1. Non Profit Corporation. This corporation is organized pursuant to, and subject to the provisions of the Pennsylvania Nonprofit Corporation Law of 1988 (15 Pa.C.S.A § 5102, *et seq.*), as the same is and may be amended ("NCL").
- 1.2. Planned Community Act. This corporation is the association of Unit Owners organized pursuant to § 5301 of the Pennsylvania Uniform Planned Community Act, 68 Pa.C.S.A. §5101, *et seq.*, as the same is and may be amended ("UPCA")
- 1.3. Declaration. This corporation has been formed for the purposes set forth in the Declaration.
- 1.4. Conflict. In the event of irreconcilable conflict among the Declaration, UPCA, NCL, ordinances, statutes, rules and regulations, the conflict shall be resolved in favor of the requirements of the respective documents in order of their hereinafter stated priority, to wit:
 - 1.4.1. UPCA;
 - 1.4.2. NCL
 - 1.4.3. Declaration;
 - 1.4.4. Articles of Incorporation of the Association;
 - 1.4.5. Bylaws of the Association;
 - 1.4.6. Book of Resolutions (Minutes Book) of the Association.

ARTICLE II
DEFINITIONS, POWERS

- 2.1. Except and to the extent defined in the NCL, UPCA, or Declaration, the words used in these Bylaws shall be given their normal, commonly understood definitions. Capitalized terms shall have the same meaning as defined in the NCL, UPCA, and/or Declaration unless the context clearly indicates otherwise.
- 2.2. The Executive Board, as such term is defined in the Declaration, shall be the Board of Directors or Board as such terms are defined in the NCL. The members of the Executive Board shall be the Directors as such term is defined in the NCL.
- 2.3. The Declarant, as such term is defined in the Declaration, shall be an Other Body as such term is defined in the NCL and the Declarant shall be vested with all rights in this corporation vested in the Declarant by the terms of the Declaration.
- 2.4. The corporation shall have all powers vested in the corporation by the terms of the NCL including without limitation the provisions of 15 Pa.C.S.A § 5502; shall have all powers vested in an Association or unit owners' association by the provisions of the UPCA including without limitation the provisions of 68 Pa.C.S.A § 5302; and shall have all powers vested in the Association by the terms of the Declaration.

ARTICLE III
NAME AND LOCATION

- 3.1. Name and Organization. The name of the corporation is **WALDEN NEIGHBORHOOD ASSOCIATION, INC.** (herein sometimes referred to as the "Association") and is organized and existing as a nonprofit corporation under the laws of the Commonwealth of Pennsylvania.
- 3.2. Principal Office. The principal office of the corporation shall be located at 114 Foxshire Drive, Lancaster, PA 17601. The Association may have such other offices, and meetings of Members and the Executive Board may be held at such places within the State of Pennsylvania as may be designated by the Executive Board.
- 3.3. Registered Office. The corporation shall have and continuously maintain in the Commonwealth of Pennsylvania a registered office which may, but need not, be the same as its place of business or principal office. A change of the location of the registered office may be authorized at any time by the Executive Board. Before the change of location becomes effective, the corporation shall comply with the provisions of the NCL including without limitation the provisions of 15 Pa.C.S.A. § 5507.

ARTICLE IV
MEMBERS

- 4.1. Members. The Members of the Association shall be those Owners and only those Owners from time to time of Units in the Subject Property, subject in all respects to the terms of the Declaration including without limitation the provisions of Section 4.5 of the Declaration. Membership in the Association shall terminate upon the termination of the Member's ownership interest in a Unit in the Subject Property. No Member holding an ownership interest in a Unit in the Subject Property may be expelled from the Association for any reason.

In the case of a Member which is not a natural person, such Member shall designate, in writing filed with the Secretary of the Association, the officer, director, partner, attorney-in-fact or trust officer, which such designation may be changed by the Member in writing filed with the Secretary of the Association from time to time, the name of the natural person who shall represent the Member.

ARTICLE V
MEETINGS OF MEMBERS

- 5.1. Annual Meetings. A meeting of the Members of the Association shall be held at least once each year at the principal office of the Association or at such other suitable location within the Commonwealth of Pennsylvania as shall be designated by the Executive Board on the second Tuesday of March of each year, at 7:00 p.m., unless an alternate date and/or time is designated by the Executive Board. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the 7:00 p.m. on the first day following which is not a legal holiday, or on such alternate date and/or time as may be designated by the Executive Board. If an Annual Meeting shall not have been called and held within three months after the designated date and time, any Member may call such Annual Meeting at any time thereafter.
- 5.2. Special Meetings. Special meetings of the Members may be called at any time by the President, by the Executive Board, by the Declarant during the Declarant Transition Period, or upon written request of Members who are entitled to vote ten percent (10%) of all of the votes of the membership. Special Meetings of the Members of the Association shall be held within sixty (60) days after the request therefor at the principal office of the Association or at such other suitable location within the Commonwealth of Pennsylvania as shall be designated by the Executive Board and on such date and at such time as shall be designated by the Executive Board or, upon written request of any person who has called a Special Meeting, it shall be the duty of the Secretary to fix the place, date and time of the meeting, which shall be held not more than 60 days after the receipt of the request. If the secretary shall neglect or refuse to fix the place, date and time of the meeting, the person or persons calling the meeting may do so.

- 5.3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by either hand delivery or first class, postage prepaid mailing such notice at least 10 days but not more than 60 days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify (i) the place, date and time of the meeting, and (ii) the items on the agenda, including the general nature of any proposed amendment to the Declaration or these Bylaws, any budget or assessment changes, and any proposal to remove a Member of the Executive Board or an officer.

The notice of any Special Meeting shall state the purpose or purposes of such meeting and no business shall be transacted at such Special Meeting except as stated in the notice thereof.

- 5.4. Waiver of Notice. Waiver of notice of a meeting of the Members shall be the equivalent of proper notice. Any Member may waive, in writing, notice of any meeting of the Members, before, at, or after such meeting. Attendance at a meeting by a Member shall be deemed a waiver by such Member of notice of the date, time and place thereof, and at any Special Meeting, of all business transacted, unless such Member specifically objects to lack of proper notice at the time the meeting is called to order or upon arrival, whichever shall last occur.

- 5.5. Quorum. -A meeting of Members of the Association duly called shall not be organized for the transaction of business unless a quorum is present. Except as otherwise specified in the Declaration for certain actions, the presence at the beginning of the meeting of Members entitled to cast, and/or of proxies entitled to cast, twenty percent (20%) of the votes of the Association shall constitute a quorum for any action except as otherwise provided in the Act, the Articles of Incorporation of the Association, the Declaration, or these Bylaws.

If the required quorum is not present or represented, the chairperson of the meeting may adjourn the meeting to another place, date and/or time not later than thirty (30) days following the adjourned meeting, subject to the same notice requirement and to the additional requirement that the notice shall state that, and the required quorum at such subsequent meeting shall be, one-half (1/2) of the required quorum at the adjourned meeting.

In the case of any meeting called for the election of members of the Executive Board, those who attend the second of such adjourned meetings, although less than a quorum as fixed in this section shall nevertheless constitute a quorum for the purpose of election of members of the Executive Board.

In the case of any meeting called for any other purpose, those who attend the second of such adjourned meetings, although less than a quorum as fixed in this section, or in the articles or Bylaws, shall nevertheless constitute a quorum for the purpose of acting upon any resolution or other matter set forth in the notice of the meeting, if written notice of such second adjourned meeting, stating that those Members who attend shall constitute a quorum

for the purpose of acting upon such resolution or other matter, is given to each Member of record entitled to vote at such second adjourned meeting at least ten days prior to the day named for the second adjourned meeting.

Notwithstanding the withdrawal of Members leaving less than a quorum in attendance the Members present at a duly called or held meeting at which a quorum was present may continue to conduct business until adjournment, but may not continue the meeting to another date, time or place, provided that any action taken which requires a vote of the Members shall be approved by at least a majority of the votes required to constitute a quorum.

- 5.6. Adjournments. Except for adjournment for lack of quorum, adjournments of any regular or special meeting may be taken, subject that:
- 5.6.1. When a meeting is adjourned or continued to another place, date or time, unless a quorum is not present at the time of announcement, written notice need not be given of the adjourned or continued meeting if the place, date and time thereof are announced at the meeting at which the adjournment or continuance is taken provided, however, that if the date of any adjourned or continued meeting is more than thirty days after the date of the preceding meeting, written notice of the place, date and time of the adjourned or continued meeting shall be given in conformity with the notice provisions of these Bylaws. At any adjourned or continued meeting, any business may be transacted which might have been transacted at the original meeting; and
- 5.6.2. Any meeting at which members of the Executive Board are to be elected shall be adjourned only from day to day, or for such longer periods not exceeding 15 days each, as the Members present entitled to cast at least a majority of the votes which all Members present and voting are entitled to cast shall direct, until such members of the Executive Board have been elected.
- 5.7. Organization. Such person as the Executive Board may have designated or, in the absence of such a designation or the person designated, the chief executive officer of the Association or, in his/her absence, such person as may be chosen by a majority vote of the Members present, in person or by proxy, shall call to order any meeting of the Members and act as chairperson of the meeting. In the absence of the Secretary of the Association, the secretary of the meeting shall be such person as the chairperson appoints.
- 5.8. Conduct of Business. The chairperson of any meeting of Members shall determine the order of business and the procedure at the meeting, including such regulation of the manner of voting and the conduct of discussion as seem to him/her in order.
- 5.9. Proxies and Voting. At any meeting of the Members, every Member entitled to vote may vote in person or by proxy.

Upon request of a Member, the books or records of membership shall be produced at any regular or special meeting of the Association. If at any meeting the right of a person to vote is challenged, the presiding officer shall require the books or records to be produced as evidence of the right of the person challenged to vote, and all persons who appear by the books or records to be Members entitled to vote may vote.

All proxies shall be in writing, executed in writing by the Member or by such Member's duly authorized attorney in fact and filed with the Secretary of the Association. Every proxy shall be revocable at will but the revocation of a proxy shall not be effective until notice thereof has been given to the Secretary of the Association and shall automatically cease upon termination of membership in the Association by conveyance of the Unit subject to the Declaration. A proxy is void if it is not dated or purports to be revocable without notice. A proxy terminates one year after its date unless it specifies a shorter term. A proxy shall not be revoked by the death or incapacity of the maker unless, before the vote is counted or the authority is exercised, written notice of such death or incapacity is given to the Secretary of the Association.

The acts at a duly organized meeting of Members present entitled to cast at least a majority of the votes which all Members present and voting are entitled to cast shall be the acts of the Members.

All voting, including the election of members of the Executive Board, but excepting where otherwise required by law, may be a voice vote; provided, however, that upon demand therefor by a Member entitled to vote or by his or her proxy, a ballot vote shall be taken.

In each election of members of the Executive Board, every Member entitled to vote shall have the right to multiply the number of votes to which such Member is entitled by the total number of members of the Executive Board to be elected in the same election by the Members, and such Member may cast the whole number of such Member's votes for one candidate or such Member may distribute them among any two or more candidates.

All elections shall be determined by a plurality of the votes cast, and except as otherwise required by law, all other matters shall be determined by a majority of the votes cast.

- 5.10. Consent of Members in Lieu of Meeting. Any action which may be taken at a meeting of the Members may be taken without a meeting, if a consent or consents in writing, setting forth the action so taken, shall be signed by all of the Members who would be entitled to vote at a meeting for such purpose and shall be filed with the Secretary of the Association.

- 5.11. Judges of Election. For any meeting at which an election of members of the Executive Board shall be held:
- 5.11.1. In advance of any meeting of Members, the Executive Board may appoint judges of election, who need not be Members, to act at such meeting or any adjournment thereof. If judges of election are not so appointed, the presiding officer of any such meeting may, and on the request of any Member shall, make such appointment at the meeting. The number of judges shall be one or three. No person who is a candidate for office shall act as a judge.
 - 5.11.2. In case any person appointed as judge fails to appear or fails or refuses to act, the vacancy may be filled by appointment made by the Executive Board in advance of the convening of the meeting, or at the meeting by the presiding officer thereof.
 - 5.11.3. The judges of election shall determine the number of Members of record and the voting power of each, the Members present at the meeting, the existence of a quorum, the authenticity, validity, and effect of proxies, receive votes or ballots, hear and determine all challenges and questions in any way arising in connection with the right to vote, count and tabulate all votes, determine the result, and do such acts as may be proper to conduct the election or vote with fairness to all Members. The judges of election shall perform their duties impartially, in good faith, to the best of their ability, and as expeditiously as is practical. If there are three judges of election, the decision, act or certificate of a majority shall be effective in all respects as the decision, act or certificate of all.
 - 5.11.4. On request of the presiding officer of the meeting, or of any Member, the judges of election shall make a report in writing of any challenge or question or matter determined by them, and execute a certificate of any fact found by them. Any report or certificate made by them shall be prima facie evidence of the facts stated therein.

ARTICLE VI

EXECUTIVE BOARD

- 6.1. Composition. The affairs of the Association shall be governed and conducted by an Executive Board, the composition of which and the number of members of which shall be as set forth in Section 4.7 of the Declaration, subject that not less than a majority of the members of the Executive Board shall, at all times, be Unit Owners.

For purposes of these Bylaws and any action and/or activity of this Executive Board including but not limited to any and all of such pursuant to and in accordance with the provisions of the Declaration and the Act, a Unit Owner of any Unit owned by an entity (including without limitation, any corporation, limited liability company, or partnership) shall be such natural person or persons authorized, in writing, by such entity to represent such entity as the owner of such Unit.

Each member of the Executive Board shall have one equal vote.

- 6.2. Term of Office. Each member of the Executive Board shall hold office until the expiration of the term for which such member was selected and until such member's successor has been selected and qualified or until such member's earlier death, resignation or removal.

The term of each member of the Executive Board shall be for a period of three years, except as follows:

- 6.2.1. The term of member(s) of the Executive Board appointed by the Declarant pursuant to the provisions of Section 4.6.2 of the Declaration or elected by Unit Owners pursuant to the provisions of Sections 4.6.2.1 or 4.6.2.2 of the Declaration shall be for the period from appointment or election until the termination of the Declarant Transition Period; and
- 6.2.2. The term of members of the Executive Board elected by Unit Owners upon the termination of the Declarant Transition Period shall be as follows:
- 6.2.2.1. for each of the three (3) of the members of the Executive Board elected by the Attached Dwelling Class:
- 6.2.2.1.1. the term of the member of the Executive Board receiving the greatest number of votes shall be for a term from election until three years after the first Annual Meeting of the Members after termination of the Declarant Transition Period; and
- 6.2.2.1.2. the term of the member of the Executive Board receiving the lowest number of votes shall be for a term from election until one year after the first Annual Meeting of the Members after termination of the Declarant Transition Period; and
- 6.2.2.1.3. the term of all other members of the Executive Board shall be for a term from election until two years after the first Annual Meeting of the Members after termination of the Declarant Transition Period.
- 6.2.2.2. for each of the three (3) of the members of the Executive Board elected by the Detached Dwelling Class:
- 6.2.2.2.1. the term of the member of the Executive Board receiving the greatest number of votes shall be for a term from election until three years after the first Annual Meeting of the Members after termination of the Declarant Transition Period; and

- 6.2.2.2.2. the term of the member of the Executive Board receiving the lowest number of votes shall be for a term from election until one year after the first Annual Meeting of the Members after termination of the Declarant Transition Period; and
- 6.2.2.2.3. the term of all other members of the Executive Board shall be for a term from election until two years after the first Annual Meeting of the Members after termination of the Declarant Transition Period.
- 6.2.2.3. for the member of the Executive Board elected by the Mixed Unit Class:
 - 6.2.2.3.1. the term of the member of the shall be for a term from election until three years after the first Annual Meeting of the Members after termination of the Declarant Transition Period.
- 6.3. Resignation and Removal. Any member of the Executive Board may resign at any time by giving written notice to the Executive Board. Unless otherwise specified in such written notice, such resignation shall take effect upon receipt thereof by the Executive Board, and the acceptance of such resignation shall not be necessary to make it effective. The membership as part of the Executive Board of a member of the Executive Board who is a Unit Owner shall terminate upon such member of the Executive Board ceasing to be a Unit Owner. The membership as part of the Executive Board of a member may be terminated at any time, with or without cause, by a resolution adopted by a majority of all the Members of the Class which elected such member of the Executive Board. In the event of death, resignation or other termination of membership as part of the Executive Board, his/her successor shall be selected in accordance with the provisions of Section 4.6 of the Declaration.
- 6.4. Compensation of Members of the Executive Board. Members of the Executive Board shall not receive any compensation for their services as members of the Executive Board, including, without limitation, their services as members of committees. Members of the Executive Board may, however, be reimbursed by the Association for their reasonable expenses incurred in the performance of their duties as such members of the Executive Board.. Except for willful and malicious acts by members of the Executive Board, constituting felonies or misdemeanors, all members of the Executive Board shall be indemnified for all acts done or performed in the furtherance of their duties.

- 6.5. Personal Liability of Members of the Executive Board. A member of the Executive Board shall not be personally liable, as such, for monetary damages for any action taken unless:
- 6.5.1. the member of the Executive Board has breached or failed to perform the duties of his office pursuant to law; and
 - 6.5.2. the breach or failure to perform constitutes self-dealing, willful misconduct or recklessness.
- 6.6. Meetings of the Executive Board. Meetings of the Executive Board shall be held, after not less than ten (10) days notice to each member of the Executive Board by whom it is not waived of the place, date and time of each such meeting, from time to time as no less than a majority of the number of members of the Executive Board shall determine.

Notice shall be any means of communication including without limitation verbal, facsimile transmission or hand delivery of written notice or by mailing written notice. The receipt of any notice other than provided by the mailing of a written notice shall be acknowledged in writing or be waived in writing. Notwithstanding the foregoing, attendance at a meeting (except for the limited purpose of objecting to the lack of notice) shall constitute waiver of notice. Any notice by mail shall be deemed delivered two (2) days after deposit, postage prepaid, with the United States Postal Service.

A majority of the number of members of the Executive Board shall constitute a quorum for the transaction of business by the Executive Board. Every act or decision done or made by a majority of the members of the Executive Board present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

- 6.7. Regular Meetings. Provided that such regular meetings of the Executive Board are held pursuant to a schedule established by the Board, the receipt of which such schedule if acknowledged by each member of the Executive Board no later than the start of business at the first of such regular scheduled meetings, the Executive Board may hold regular meetings at such place or places, on such date or dates, and at such time or times as shall have been established by the Executive Board without the requirement for any further notice of such regular meetings.
- 6.8. Participation in meetings by Conference Telephone. Members of the Executive Board or of any committee thereof, may participate in a meeting of such Board or committee by means of conference telephone or similar communications equipment by the means of such all persons participating in the meeting can hear each other, and such participation shall constitute presence in person at such meeting.
- 6.9. Conduct of Business. At any meeting of the Executive Board, business shall be transacted in such order and manner as the Board may from time to time determine, and all matters shall be determined by the vote of a majority of the members of the Executive Board present, except as otherwise provided herein or required by law.

- 6.10. Action by written consent. Any action which may be taken at a meeting of the members of the Executive Board may be taken without a meeting, if a consent or consents in writing setting forth the action so taken shall be signed by all of the members of the Executive Board in office and shall be filed with the secretary of the Association.

ARTICLE VII

COMMITTEES

- 7.1. Committees. The Executive Board, by a vote of a majority of the whole Board, may from time to time designate committees, with such lawfully delegable powers and duties as it thereby confers, to serve at the pleasure of the Executive Board, and may, for those committees, elect such persons to serve as the member or members thereof, designating, if it desire, persons as alternative members who may replace any absent or disqualified member at any meeting of the committee. Unless otherwise provided by the Executive Board in designating the committee or electing its members, in the absence or disqualification of any member of any committee and any alternate member in his/her place, the member or members of the committee present at the meeting and not disqualified from voting, whether or not constituting a quorum, may by unanimous vote appoint a member of the Executive Board to act at the meeting in the place of the absent or disqualified member of the committee.
- 7.2. Conduct of Business. Except as otherwise provided herein or required by law and except as may be otherwise provided by the Executive Board in designating the committee, each committee may determine the procedural rules for meeting and conducting its business and shall act in accordance therewith. Adequate provision shall be made for notice to committee members of all meetings, one-third of the committee members shall constitute a quorum unless the committee shall consist of one or two members, in which event one committee member shall constitute a quorum; and all matters shall be determined by a majority vote of the committee members present. Action may be taken by any committee without a meeting if all members thereof consent thereto in writing, and the writing or writings are filed with the minutes of the proceeding of such committee.

ARTICLE VIII
POWERS AND DUTIES OF THE EXECUTIVE BOARD

- 8.1. Powers of the Executive Board. The Executive Board shall have the powers to do all things necessary or appropriate to carry out the duties and obligations imposed upon it by the Governing Documents or otherwise by law and such powers shall include, but shall not be limited to:
- 8.1.1. perform all of the duties and obligations imposed upon the Association by the Governing Documents or otherwise by law, including management of the Common Elements including the Storm Water Facilities, and the real and personal properties of the Association as set forth in the Governing Documents;
 - 8.1.2. exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of law, the Act, these Bylaws, the Articles of Incorporation, or the Declaration;
 - 8.1.3. establish rules and regulations for the use, operation, maintenance and preservation of the Common Elements;
 - 8.1.4. establish such bank depository accounts as may be necessary, including the establishment of separate escrow accounts where required, and provide for the full and complete accounting of all sums coming into the possession of the Association.
- 8.2. Duties of the Executive Board. It shall be the duty of the Executive Board to:
- 8.2.1. maintain, repair and replace as and when in the sole judgment of the Executive Board required, any and all Common Elements including the Storm Water Facilities in a manner which preserves, keeps functional, complies with all applicable Township, County, State and Federal regulations, ordinances and laws and retains the functional condition thereof;
 - 8.2.2. annually adopt budgets for the Association, which budgets shall provide for the estimated expenses for the performance of the duties, rights and obligations of the Association as set forth in the Governing Documents, and for the operation, maintenance, repair and replacement of the Common Elements, including such reserves as the Executive Board shall deem appropriate;
 - 8.2.3. establish the amounts of the assessments to provide the monies necessary to implement the budgets and the terms of payments of such assessments (including but limited to terms set forth in Section 5.10 of the Declaration);
 - 8.2.4. collect all assessments of the Association by such methods of collection as the Executive Board may prescribe;

- 8.2.5. maintain, prepare and provide financial records, statements and reports in accordance with §5316 of the Act.
- 8.2.6. cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Members who are entitled to vote;
- 8.2.7. maintain policies of insurance as required or authorized by Section 4.4 of the Declaration and any other insurance deemed appropriate by the Executive Board to protect the Association, the members of the Executive Board and the Members, including directors' liability and indemnity insurance, to the extent reasonably obtainable, for errors and omissions;
- 8.2.8. elect officers of the Association, including a President, Vice President, Secretary and Treasurer who shall perform those duties prescribed under the Nonprofit Corporation Law of the Commonwealth of Pennsylvania, and provide for the delegation of management authority to the extent the Executive Board, in its discretion, deems appropriate, remove any officer of the Association with or without cause, and from time to time to devolve the powers and duties of any officer upon any other person for the time being, and confer upon any officer of the Association the power to appoint, remove and suspend subordinate officers and agents;
- 8.2.9. employ such persons and entities and enter into such contracts for services, including but not limited to property management, legal counsel, accountants, consultants, and contractors as may be necessary or desirable to perform the duties and rights imposed by the Governing Documents.
- 8.2.10. institute all actions at law or in equity before courts of record or not of record as may be necessary or convenient to preserve and protect the Association and its property, including the enforcement of payment of all assessments, but not limited thereto. All such actions shall be brought and pursued in the name of the Association and all recoveries shall be for its benefit.
- 8.3. Delegation of Powers. The Executive Board may delegate, to any officer, or to such persons or agencies which provide property management services, the power to:
 - 8.3.1. collect any and all assessments of the Association;
 - 8.3.2. maintain, prepare and provide financial records, statements and reports in accordance with §5316 of the Act;
 - 8.3.3. keep a complete record of all its acts and corporate affairs and to present a statement thereof to the Members;

- 8.3.4. employ such persons and entities and enter into such contracts for services, including but not limited to legal counsel, accountants, consultants, and contractors as may be necessary to perform the duties and rights imposed upon the Executive Board;
- 8.3.5. provide Estoppel Certificates in accordance with Section 5.2 of the Declaration and certificates pursuant to Sections 5407 and 5315(h) of the Act.

ARTICLE IX **OFFICERS AND THEIR DUTIES**

- 9.1. Generally. The officers of the Association, each of whom to be qualified to hold office shall be an adult natural person, shall consist of a President, one or more Vice Presidents, a Secretary, a Treasurer, and such other officers as are elected by a majority vote of the members of the Executive Board at a duly noticed meeting of the Executive Board at which a quorum shall be present. Unless for the purpose of filling a vacancy in an office, the election of officers shall be conducted at the first meeting of the Executive Board after every annual meeting of Members. Each officer shall take office upon election and hold his/her office until his/her successor is elected and qualified or until his/her earlier resignation or removal. The President shall be a member of the Executive Board. Any number of offices may be held by the same person.

Each officer shall perform his/her duties as an officer in good faith, in a manner s/he reasonably believes to be in the best interests of the Association and with such care, including reasonable inquiry, skill and diligence, as a person of ordinary prudence would use under similar circumstances. A person who so performs his/her duties shall not be liable by reason of having been an officer of the Association.

- 9.2. President. The President shall be the chief executive officer of the Association and may serve as such President only while a member of the Executive Board. Subject to the provisions of these Bylaws and to the direction of the Executive Board, s/he shall have the responsibility for the general management and control of the business and affairs of the Association and shall perform all duties and have all powers which are commonly incident to the office of chief executive or which are delegated by the Executive Board. S/He shall have power to execute all contracts, agreements and other instruments of the Association which are authorized. S/He shall have general supervision and direction of all of the other officers and agents of the Association. S/He shall be ex-officio a member of all committees and shall exercise such other general powers and duties as are usually vested in the chief executive officer of a corporation.
- 9.3. Vice President. Each Vice President shall have such powers and duties as may be delegated to him/her by the Executive Board. One Vice President shall be designated by the Board to perform the duties and exercise the powers of the President in the event of the President's absence or disability.

- 9.4. Secretary. The Secretary shall issue all authorized notices for, and shall keep minutes of, all meetings of the members and the Executive Board. S/he shall have charge of the corporate records and shall perform such other duties as the Executive Board may from time to time prescribe.
- 9.5. Treasurer. The Treasurer shall have the responsibility for maintaining the financial records of the Association and shall have custody of all monies and securities of the Association. S/He shall make such disbursements of the funds of the Association as are authorized and shall render from time to time an account of all such transactions and of the financial condition of the Association. The Treasurer shall also perform such duties as the Executive Board may from time to time prescribe.
- 9.6. Delegation of Authority. The Executive Board may from time to time delegate the power or duties of any officer to any other officers or agents.
- 9.7. Execution of Amendments. Amendments to the Declaration required or permitted by the Act to be recorded by, or on behalf of, the Association shall be prepared by or on behalf of the President of the Association, shall be executed by the President of the Association, recorded by or on behalf of the President of the Association, and certified by or on behalf of the Secretary of the Association.
- 9.8. Action with Respect to Securities of Other Corporations. Unless otherwise directed by the Executive Board, the President shall have power to vote and otherwise act on behalf of the Association, in person or by proxy, at any meeting of stockholders of or with respect to any action of stockholders of any corporation in which this Association may hold securities and otherwise to exercise any and all rights and powers which this Association may possess by reason of its ownership of securities in such other corporations.
- 9.9. Bonding. The Executive Board may secure the fidelity of the Treasurer, or of any other officer, by a bond in such sum, and with such surety or sureties, as the Executive Board may determine.
- 9.10. Resignation and Removal. Any officer may be removed from office with or without cause by the Executive Board. Any officer may resign at any time giving written notice to the Executive Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

ARTICLE X
MISCELLANEOUS

- 10.1. Maintenance of Books and Records. The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable costs.
- 10.2. Notices. Except as otherwise specifically provided herein or required by law, whenever written notice is required to be given to any person under the provisions of these Bylaws or the articles, it may be given to the person either personally or by sending a copy thereof by first class, priority or express mail, postage prepaid or courier service, charges prepaid to such person's address appearing on the books of the corporation or, in the case of members of the Executive Board and officers, supplied by him or her to the Association for the purpose of notice. If the notice is sent by mail or courier service, it shall be deemed to have been given to the person entitled thereto when deposited in the United States mail or with a courier service for delivery to that person. A notice of meeting shall specify the place, date and time of the meeting and any other information required by any other provision of these Bylaws.
- A written waiver of any notice, signed by a Member, member of the Executive Board, officer, or agent, whether before or after the time of the event for which notice is to be given, shall be deemed equivalent to the notice required to be given to such Member, member of the Executive Board, officer or agent. Neither the business nor the purpose of any meeting need be specified in such a waiver.
- 10.3. Facsimile Signatures. Facsimile signatures of an officer or officers of the Association may be used whenever and as authorized by the Executive Board.
- 10.4. Corporate Seal. The Executive Board may provide a suitable seal, containing the name of the Association. The Secretary shall be in charge of the seal. If and when so directed by the Executive Board or a committee thereof, duplicates of the seal may be kept and used by the Treasurer or by any Assistant Secretary or Assistant Treasurer.
- 10.5. Reliance Upon Books, Reports and Records. Each member of the Executive Board, each member of any committee designed by the Executive Board and each officer of the Association shall, in the performance of his or her duties, be fully protected in relying in good faith upon the accounts or other records of the Association, including reports made to the Association by any of its officers, by an independent certified public accountant, or by an appraiser selected with reasonable care.
- 10.6. Fiscal Year. The fiscal year of the Association shall be as fixed by the Executive Board.

- 10.7. Time Periods. In applying any provision of these by-laws which requires that an act be done or not done a specified number of days prior to an event or that an act be done during a period of a specified number of days prior to an event, calendar days shall be used, the day of doing of the act shall be excluded and the day of the event shall be included.

ARTICLE XI

AMENDMENTS

- 11.1. Amendment. These Bylaws may be amended, repealed and/or adopted from time to time by a vote of a majority of the members of the Executive Board at a duly noticed meeting of the Executive Board at which a quorum shall be present, subject however that:
- 11.1.1. a majority of the Members of the Association at any duly noticed meeting of the Members at which a quorum shall be present shall have the power to change such amendment, repeal and/or adoption; and
- 11.1.2. the Executive Board or Other Body shall not have the authority to adopt or change a bylaw on any subject that is committed expressly to the Members by any of the provisions of the NCL including without limitation the provisions of 15 Pa.C.S.A § 5504(b); and
- 11.1.3. whenever the Declaration requires, for the taking of any action by the Members, a specific number or percentage of votes, the provision of the Bylaws setting forth that requirement shall not be amended or repealed by any lesser number or percentage of votes of the Members.
- 11.2. Amendments affecting Declarant. Until the termination of the Development Period, these Bylaws may not be amended without the express written joinder of the Declarant in such amendment.

No provisions of these Bylaws pursuant to which any special Declarant rights have been reserved to a Declarant shall not be amended at any time without the express written joinder of the Declarant in such amendment.

IN WITNESS WHEREOF, we, being all of the members of the Executive Board of **WALDEN NEIGHBORHOOD ASSOCIATION, INC.**, have hereunto set our hands this _____ day of _____, 2007.

Walden Guidelines for Architecturally Controlled Improvements

(May 2013 – Vers 1.0)

- I. Introduction
- II. List of Improvements Covered
- III. Exemptions and Examples
- IV. How to Proceed
- V. Timeline – when to submit.
- VI. References

I. Introduction:

Homeowners must get approval for all architecturally controlled improvements as listed in the Declaration for Walden (hereafter the “declaration”) before making any improvements. These guidelines are here for homeowners to see what sort of improvements fall into that category and need approval, how to go about such approval and to see how long to expect the process to take. Installing improvements that are covered in the declaration without approval shall subject the homeowner to the fines and such as listed in the Walden Schedule of Fines & Policy Resolutions.

Nothing in this document gives permission to avoid, disregard or not follow the Declaration for Walden and the Restrictive Covenants within it. This is merely a map of how to possibly navigate the different paths to getting improvement requests seen properly and approved/denied or modified.

Requests for approval go to the property management company, Boyd/Wilson Property Management, who then checks the submission for completeness, if found complete the submission is distributed to the Neighborhood Appearance Control Committee (NACC) who checks to see if the submission is consistent with the standards and appearance of Walden. The NACC then forwards the request on to the Neighborhood Appearance Control Board (NACB) who then has the final decision in the matter. If at any time the request is deemed incomplete it shall be returned to the homeowner and may be resubmitted. If the request is denied by the NACB the matter is considered final unless otherwise noted in the denial.

II. List of Improvements covered:

These improvements include but are not limited to: (please refer to the Declaration if you are unsure)

*Construction of any improvement on any Unit within the Subject Property which such construction shall require a permit therefor from any governmental entity having jurisdiction thereof; and

*Any addition to any structure; and

*Construction or placement of any structure, improvement, fixture, device or item on a Unit attached to or appurtenant to the principal structure on the Unit including, but not limited to, any garage, carport, patio covering, greenhouse, pool house, shed, storage building, playhouse or play structure, solar panel, fireplace, grill, or other cooking or food preparation facility (excepting such of which are portable and, when not in use, are stored within a structure), poles, wires, ropes, or other fixtures or appliances or portion thereof upon which laundry is hung or exposed, dog house, kennel or dog run, or any roofed, covered, or enclosed shelter of any manner or kind; and

*Any alteration, modification or change in or to any of the exterior components, fixtures, materials, color, and/or appearance of any building, fence, wall or other structure of any portion thereof (including without limitation, any painting or staining thereof) on a Unit; and

*Construction or placement on any Unit of any swimming pool, fountain, tub, pond, or other water or other liquid containment or display structure, fixture or device; and

*Installation of lighting fixtures, illuminating devices or illumination sources, including but not limited to lamppost lights, anywhere on a Unit excepting only such lighting fixtures, illuminating devices or illumination sources installed wholly within a building on a Unit; and

*Fencing, privacy wall or gate, together with landscaping adjacent or in proximity thereto on a Unit; and

*Any flower or vegetable garden maintained on any Unit in excess of three hundred (300) square feet in area; and

*Play equipment, whether or not affixed or secured to the ground, including but not limited to basketball hoops, swing sets, hockey nets, skateboard ramps, pools and fountains; and

*Erection and/or maintenance of any antenna or exposed electrical or electronic wires or lines on the outside of any structure, including without limiting the generality thereof, any television receiving antenna, satellite receiving antenna, radio receiving antenna or radio or television transmitting antenna; and

*Anything hung, painted, displayed, relocated or extended on or affixed or placed upon the outside surfaces of doors, the outside of the windows (or inside, if visible from the outside), the exterior walls, or roofs of any structure on a Unit or any part thereof.

In summation, if you are adding a fence, a patio, a deck, or any of the above changes, you need to get approval.

III. Exemptions and Examples

a. **Storm Doors:**

- i. Storm doors shall be exterior full view in clear, beveled or etched glass in white vinyl or white aluminum trim or black vinyl or black aluminum trim.
- ii. Pre-approval is WAIVED for exterior full view storm doors that match existing home colors.

b. **Storage facilities:**

- i. Storage facilities are not permitted

c. **Decks:**

- i. New deck construction must be constructed with low maintenance composite materials such as Royal Woods or Treks type material and maintain the architectural integrity of the dwelling.
- ii. If the deck is in excess of 3' high, the exposed underside may be covered using low maintenance materials such as PVC, Royal Wood or Treks type materials. Pressure treated materials are prohibited. Areas under the deck must be covered with weed matting and stones or mulch.

d. **Free Standing Structures:**

- i. Pergolas, Trellises and Arbors (Gazebos are prohibited)

1. Pergolas

- a. Free standing Pergolas (not in connection with a deck or patio) may be constructed in the rear yards of Single Family properties only.
- b. Pergolas may be added to existing or planned decks or patios for both Single Family homes and Town homes.
- c. Pergolas must be either fiberglass painted white or low maintenance material such as PVC or Royal Wood.
- d. The structure cannot exceed 10'Length x 10'Width x 9'Height.
- e. In cases of a pre-existing deck/patio, restrictions will be based on the existing dimensions.

2. Trellises/Arbors

- a. Free standing Trellises/Arbors may be constructed in back yards.
- b. Trellises/Arbors may be constructed of wood, metal, PVC and may be pre-manufactured.
- c. Trellises for vegetation growth may be attached to dwelling structures only on Single Family homes.
 - i. Trellises for vegetation must either be of the same color as exterior shutters or black or white.
 - ii. Unpainted trellises are not permitted.

e. Fences and Gates:

i. Single Family homes:

1. All fences shall be white in color and made of PVC.
2. The following styles are approved: (see attached)
H:\Walden\Walden_approvedfencestyles.doc
 - a. Privacy Chesterfield w/ Victorian Accent 6'h x 8'L sections (rear yard only).
 - b. Privacy Chesterfield 6'h x 8'L sections (rear yard only).
 - c. Manchester Scalloped 4'h x 8L sections.
 - d. Classic Manchester 3'h x 8'L sections.
 - e. Princeton with mid-rail 3'h x 8'L sections.
3. Front and side yard fences shall not exceed 36" (3ft) in height.
4. Fences in rear yards shall not exceed 72" (6ft) in height.
 - a. Rear yard is defined as "past the main living space of the home". This does not include the laundry room and garage in the case of Single Family homes with attached garages.
5. Maintenance and appearance will be the responsibility of the owner.
6. Fences shall be constructed at least 6" within property lines except as follows:
 - a. Two neighbors agree to the construction of a fence on the joint property line.
 - b. A signed document by both parties shall be required as proof of the agreement.
 - c. Both neighbors shall be responsible for all maintenance and repairs as per the agreement.
7. Fences shall be no closer than 3' to an alley property line.

ii. Town Homes

1. All fences shall be white and made of PVC. Gates of at least 4' width must be provided for to allow for access of landscaping equipment.
2. Fences in the front and side shall not exceed 36" (3ft) in height.
3. A courtyard privacy panel up 72" (6ft) in height may be placed on the property line only between the back of two existing, adjoining town homes.

f. Ponds:

- i. Permissible pond size shall be determined based on the lot size and dimensions.
- ii. Ponds in excess of 36" depth require fencing that is at least 48" in height.

g. Hardscaping:

- i. Existing patios:
 1. Homeowners may cover existing concrete patios with hardscape products.

2. Products must be similar to existing materials of the home.
- ii. New patios:
 1. Patio construction shall be in concrete, stamped concrete, composite landscape pavers, manufactures hardscape products (e.g. E.P. Henry) and or natural hardscape products (e.g. flagstone).
 2. Loose gravel patios are prohibited.
- iii. Swings and Gliders
 1. Swing sets must be on level ground and constructed of Cedar or similar wood products and shall be either stained or natural, or pressure treated wood painted in glossy paint to match the color of the dwellings shutters and/or front door.
 2. All other materials must compliment the dwelling.
 3. NACC review and board approval is required for all swings and gliders.
- iv. Fire-pits
 1. The WNA & NACB does not allow permanent or fixed fire-pit structures within Walden. Free standing fire-pits will not be governed or regulated by the WNA.

IV. How to Proceed:

- a. Fill out a submission form (see website)
- b. Submit the form to Boyd/Wilson.
- c. Respond to any requests for more information/clarity etc.
- d. If approved, proceed with project after getting all other applicable permits.

V. Timeline:

- a. Submissions due to Boyd/Wilson by the 2nd Friday of the Month.
- b. Submission goes from B/W to the NACC by the 3rd Friday of the Month.
- c. Submission goes from NACC to the NACB no later than the 4th Friday of the Month.
- d. Homeowner is informed of decision no later than the following Monday.

VI. References:

- a. Boyd/Wilson – 600 Olde Hickory Road, Suite 100, Lancaster, PA 17601. (717)569-0484.
- b. NACC – Pete DeLorenzo - Chair.
- c. NACB – Greg Hodecker - President.
- d. Walden Website: <http://www.17050-walden.info/>

Walden Neighborhood Association
Budget
April 1, 2018 - March 31, 2019
Summary of Assessments

April 1 to March 31

	Single Dwelling	Attached Dwelling	Voisinage I	Voisinage II
General Common Expenses Total Assessment (Vacant or Unbuilt / Undeclared Units)	\$ 41.14	\$ 41.14	\$ 41.14	\$ 41.14
Management Fee Total Assessment (with no Special Allocated Expenses Assessments)	\$ 6.86	\$ 6.86	\$ 6.86	\$ 6.86
Attached Dwelling Special Allocated Expenses Total Assessment (Attached (Townhome) Dwellings - not in <i>Crossroads</i>)		\$ 58.00		
Voisinage I Special Allocated Expenses Assessment (Townhome or Interior Space Home) in <i>Crossroads</i> (Total Assessment (Townhome) in <i>Crossroads</i>)			\$ 16.00	\$ 16.00
Voisinage II Special Allocated Expenses Total Assessment (Interior Space Homes in <i>Crossroads</i>)				\$ 71.95
Voisinage II Special Allocated Insurance Expenses Insurance Assessment (Interior Space Home in <i>Crossroads</i>)				\$ 26.05
2018-2019 Total	\$ 48.00	\$ 106.00	\$ 64.00	\$ 162.00
2017-2018	\$ 45.56	\$ 98.11	\$ 58.06	\$ 155.61
2016-2017	\$ 48.98	\$ 96.13	\$ 61.48	\$ 159.03
2015-2016	\$ 38.50	\$ 92.25	\$ 58.00	\$ 179.53
2014-2015	\$ 40.00	\$ 82.75	\$ 73.00	\$ 184.50
2013-2014	\$ 33.25	\$ 75.25	\$ 67.25	\$ 189.25
2012-2013	\$ 30.49	\$ 69.45	\$ 59.43	\$ 180.31

**** For the complete 2017-2018 budget please visit www.waldenneighborhood.com**

Swimming Pool/Structure

Accessibility Signs	\$ 400	30	\$ 13.33
Flatwork	\$ 4,000	75	\$ 53.33
Lumber	\$ 1,800	50	\$ 36.00
Framing Labor	\$ 4,000	50	\$ 80.00
Roof Trusses	\$ 2,000	50	\$ 40.00
Exterior Doors	\$ 900	25	\$ 36.00
Windows	\$ 450	25	\$ 18.00
Exterior Trim	\$ 30,000	50	\$ 600.00
Electrical	\$ 14,500	50	\$ 290.00
Roof Materials	\$ 1,400	50	\$ 28.00
Roof Labor	\$ 800	50	\$ 16.00
Siding Labor	\$ 8,000	50	\$ 160.00
Interior Trim	\$ 1,500	50	\$ 30.00
Gutters	\$ 300	20	\$ 15.00
Lighting Fixtures	\$ 2,500	50	\$ 50.00
Bath Accessories	\$ 1,400	50	\$ 28.00
Fencing	\$ 11,200	50	\$ 224.00
Pool	\$ 170,000	20	\$ 8,500.00
Splash area	\$ 14,300	20	\$ 715.00
Pavers around pool	\$ 33,000	25	\$ 1,320.00
Swipe card access	\$ 1,900	25	\$ 76.00
Pool furniture	\$ 9,400	10	\$ 940.00

\$ 13,268.67

Walton

General Common
Improvements Reserve Budget

Description/Item	Quantity	Units	Unit Price	Total Cost	Useful Life	Reserve per year
Flood Streets (Private)						
Phase 1	4444	SY	7.50	3,333.00	30	111.10
Phase 2A	4,541	SY	7.50	33,957.50	30	1,131.92
Phase 2B	485	SY	7.50	3,637.50	30	121.25
Phase 3	3,945	SY	7.50	29,587.50	30	986.25
Phase 4	3,299	SY	7.50	24,742.50	30	824.75
Phase 5A	0	SY	7.50	-	30	-
Phase 6	4,941	SY	7.50	37,057.50	30	1,235.25
Phase 7	5,517	SY	7.50	41,377.50	30	1,379.25
Phase 8	555	SY	7.50	4,162.50	30	138.75
Total Flood Streets (Private)						16,449.51
Flood Allev (Private)						
Phase 1	4444	SY	7.50	33,330.00	30	1,111.00
Phase 2A	2,717	SY	7.50	20,377.50	30	679.25
Phase 2B	485	SY	7.50	3,637.50	30	121.25
Phase 3	3,844	SY	7.50	28,830.00	30	961.00
Phase 4	3,369	SY	7.50	25,267.50	30	842.25
Phase 5A	0	SY	7.50	-	30	-
Phase 6	2,854	SY	7.50	21,405.00	30	713.50
Phase 7	3,188	SY	7.50	23,910.00	30	797.00
Phase 8A	717	SY	7.50	5,377.50	30	179.25
Total Flood Allev (Private)						6,908.25
Flood Parking Spaces (Private)						
Phase 1	0	EA	5.00	-	30	-
Phase 2A	670	SY	8.80	5,896.00	30	196.53
Phase 2B	324	SY	8.80	2,851.20	30	95.04
Phase 3	0	SY	7.50	-	30	-
Phase 4	0	SY	7.50	-	30	-
Phase 5A	0	SY	7.50	-	30	-
Phase 6	0	SY	7.50	-	30	-
Phase 7	0	SY	7.50	-	30	-
Phase 8A	0	SY	7.50	-	30	-
Total Flood Parking Spaces (Private)						370.72
Emergency Access Road						
Phase 1	1,823	SY	-	-	30	-
Phase 2A	0	SY	-	-	30	-
Phase 2B	0	SY	-	-	30	-
Phase 3	0	SY	-	-	30	-
Phase 4	0	SY	-	-	30	-
Phase 5A	0	SY	-	-	30	-
Phase 6	0	SY	-	-	30	-
Phase 7	0	SY	-	-	30	-
Phase 8A	0	SY	-	-	30	-
Total Emergency Access Road						-
MMA Street Sidewalk						
Phase 1	4444	SF	5.00	22,220.00	40	555.50
Phase 2B	2,791	SF	5.00	13,955.00	30	465.17
Phase 3	4,425	SF	5.00	22,125.00	30	737.50
Phase 4	4,425	SF	5.00	22,125.00	30	737.50
Phase 5A	0	SF	5.00	-	30	-
Phase 6	4,425	SF	5.00	22,125.00	30	737.50
Phase 7	4,425	SF	5.00	22,125.00	30	737.50
Phase 8	620	SF	55.00	34,100.00	30	1,136.67
Total MMA Street Sidewalk						16,011.44
MMA On-Lot Sidewalk						
Phase 1	5,405	SF	5.00	27,025.00	40	675.63
Phase 2A	3,940	SF	5.00	19,700.00	30	656.67
Phase 2B	720	SF	5.00	3,600.00	30	120.00
Phase 3	1,504	SF	5.00	7,520.00	30	250.67
Phase 4	5,620	SF	5.00	28,100.00	30	936.67
Phase 5A	484	SF	5.00	2,420.00	30	80.67
Phase 6	7,800	SF	5.00	39,000.00	30	1,300.00
Phase 7	3,200	SF	5.00	16,000.00	30	533.33
Phase 8A	3,425	SF	5.00	17,125.00	30	570.83
Total MMA On-Lot Sidewalk						5,164.44
ADA Curb to Street Ramps						
Phase 1	133	EA	500.00	66,500.00	40	1,662.50
Phase 2A	15	EA	500.00	7,500.00	30	250.00
Phase 2B	720	EA	500.00	360,000.00	30	12,000.00
Phase 3	39	EA	500.00	19,500.00	30	650.00
Phase 4	4	EA	500.00	2,000.00	30	66.67
Phase 5A	4	EA	500.00	2,000.00	30	66.67
Phase 6	26	EA	500.00	13,000.00	30	433.33
Phase 7	11	EA	500.00	5,500.00	30	183.33
Phase 8A	2	EA	500.00	1,000.00	30	33.33
Total ADA Curb to Street Ramps						3,412.00
Boleian Block Crosswalks						
Phase 1	2,880	SF	10.00	28,800.00	40	720.00
Phase 2A	1,120	SF	10.00	11,200.00	30	373.33
Phase 2B	0	SF	10.00	-	30	-
Phase 3	0	SF	10.00	-	30	-
Phase 4	0	SF	10.00	-	30	-
Phase 5A	0	SF	10.00	-	30	-
Phase 6	0	SF	10.00	-	30	-
Phase 7	700	SF	10.00	7,000.00	30	233.33
Phase 8A	0	SF	10.00	-	30	-
Total Boleian Block Crosswalks						1,326.67
SWM Basin Fencing						
Phase 1	4,420	LF	10.00	44,200.00	50	884.00
Phase 2A	0	LF	10.00	-	30	-
Phase 2B	0	LF	10.00	-	30	-
Phase 3	0	LF	10.00	-	30	-
Phase 4	0	LF	10.00	-	30	-
Phase 5A	0	LF	10.00	-	30	-
Phase 6	0	LF	10.00	-	30	-
Phase 7	0	LF	10.00	-	30	-
Phase 8A	0	LF	10.00	-	30	-
Total SWM Basin Fencing						884.00
Street Signs						
Phase 1	143	EA	150.00	21,450.00	40	536.25
Phase 2A	28	EA	150.00	4,200.00	30	140.00
Phase 2B	2	EA	150.00	300.00	30	10.00
Phase 3	16	EA	150.00	2,400.00	30	80.00
Phase 4	9	EA	150.00	1,350.00	30	45.00
Phase 5A	2	EA	150.00	300.00	30	10.00
Phase 6	18	EA	150.00	2,700.00	30	90.00
Phase 7	23	EA	150.00	3,450.00	30	115.00
Phase 8A	3	EA	150.00	450.00	30	15.00
Total Street Signs						1,041.25
Private Fire Hydrants						
Phase 1	17	EA	2,000.00	34,000.00	75	453.33
Phase 2A	4	EA	2,000.00	8,000.00	30	266.67
Phase 2B	1	EA	2,000.00	2,000.00	30	66.67
Phase 3	4	EA	2,000.00	8,000.00	30	266.67
Phase 4	4	EA	2,000.00	8,000.00	30	266.67
Phase 5A	0	EA	2,000.00	-	30	-
Phase 6	3	EA	2,000.00	6,000.00	30	200.00
Phase 7	3	EA	2,000.00	6,000.00	30	200.00
Phase 8A	1	EA	2,000.00	2,000.00	30	66.67
Total Private Fire Hydrants						1,586.67
Common Facilities						
Comparted Mailboxes	0	LS	325,000.00	-	50	-
Total Common Facilities						-
Walks within and adjacent to Veterans						
along and between buildings	2395	SF	55.00	131,775.00	30	4,392.50
along Elmore Road and Summer Lane						
NOT along Walton Way						
Block Walks	4730	SF	55.00	260,100.00	30	8,670.00
includes handicapped ramps						
BRYANT STREET COBBLESTONE	3972	SF	55.00	218,460.00	15	14,564.00
Total Walks						317,626.50
Tank Collection Facilities (T)						
Concrete Pads	1	EA	1,500.00	1,500.00	30	50.00
Fence or landscape screening	1	EA	52,000.00	52,000.00	10	5,200.00
Total Tank Collection Facilities						5,250.00
Parking Lot						
Cuts (landscape islands, permeable)	45	LF	525.00	23,625.00	25	945.00
Signage	30	EA	55.00	1,650.00	5	330.00
Parking Lot Pave	3440	SY	17.50	60,200.00	20	3,010.00
Lighting	3	EA	61,500.00	184,500.00	30	6,150.00
TOTAL RESERVES						65,142.26

Attached Townhomes Assessment 2017-2018

	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	TOTAL
Total Units	255	258	261	264	267	270	273	276	279	282	285	288	
Occupied	252	255	258	261	264	267	270	273	276	279	282	285	
Completed/Not Occupied	3	3	3	3	3	3	3	3	3	3	3	3	
Unit # paying	255	258	261	264	267	270	273	276	279	282	285	288	
Monthly fee	\$ 58.00	\$ 58.00	\$ 58.00	\$ 58.00	\$ 58.00	\$ 58.00	\$ 58.00	\$ 58.00	\$ 58.00	\$ 58.00	\$ 58.00	\$ 58.00	\$ 58.00
Special Assessment													
Assessment	\$ 14,790	\$14,964	\$15,138	\$15,312	\$15,486	\$15,660	\$15,834	\$16,008	\$16,182	\$ 16,356	\$16,530	\$ 16,704	\$ 188,964
EXPENSES													
Landscaping	24,000	17,000	13,000	13,000	13,000	13,000	13,000	13,000	13,000	-	-	-	132,000
Shrub Replacement	10,000												10,000
Snow Removal									7,578	11,000	11,000	11,000	40,578
Management Fees	\$ 1.96	500	506	512	517	523	529	535	541	547	553	559	6,386
Total Expenses	\$ 34,500	\$17,506	\$13,512	\$13,517	\$13,523	\$13,529	\$13,535	\$13,541	\$21,125	\$ 11,553	\$11,559	\$ 11,564	\$ 188,964
Net	\$(19,710)	\$(2,542)	\$ 1,626	\$ 1,795	\$ 1,963	\$ 2,131	\$ 2,299	\$ 2,467	\$ (4,943)	\$ 4,803	\$ 4,971	\$ 5,140	\$ 0
Narrative													
<u>Attached- Income</u>													
<u>Attached- Expenses</u>													
Landscaping	Based on 28 occurrences of mowing and weeding (4 per month with May/July/Sept budgeted for 5 occurrences) Shrub trimming in May & Sept; privet hedge trimming May, Aug, & Oct; Mulching in April; Spring Cleanup in April; Fall Cleanup Oct & Nov; Fertilizer treatments in April, June, Aug, Sept & Oct												

Voisinage I Assessment 2016-2017														
		APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	TOTAL
Total Units		75	75	75	75	75	75	75	75	75	75	75	75	
Occupied		75	75	75	75	75	75	75	75	75	75	75	75	
Completed/Not Occupied		-	-	-	-	-	-	-	-	-	-	-	-	
Not Completed/Land		-	-	-	-	-	-	-	-	-	-	-	-	
Unit # paying		75	75	75	75	75	75	75	75	75	75	75	75	
Monthly fee		\$ 16.00	\$ 16.00	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00	
Assessment		\$ 1,200	\$ 1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$14,400
EXPENSES														
Landscaping		4,000	3,836	500	500	500	500	500	500	-	-	-	-	10,836
Snow Removal		-	-	-	-	-	-	-	-	600	600	600	-	1,800
Management Fees	\$ 1.96	147	147	147	147	147	147	147	147	147	147	147	147	1,764
Total Expenses		\$ 4,147	\$ 3,983	\$ 647	\$ 647	\$ 647	\$ 647	\$ 647	\$ 647	\$ 747	\$ 747	\$ 747	\$ 147	\$14,400
Total		\$ 4,147	\$ 3,983	\$ 647	\$ 647	\$ 647	\$ 647	\$ 647	\$ 647	\$ 747	\$ 747	\$ 747	\$ 147	\$14,400
Net		\$(2,947)	\$(2,783)	\$ 553	\$ 553	\$ 553	\$ 553	\$ 553	\$ 553	\$ 453	\$ 453	\$ 453	\$1,053	\$ -
Narrative														
<u>Voisinage I- Income</u>														
Total Units	Figure from Master Assessment Sheet. 66 total residential units and 9 commercial spaces = 75 total paying units													
Occupied	All units sold and closed.													
Monthly fee	Projected increase to cover landscaping & snow removal based on contracts and historical information.													
<u>Voisinage I- Expenses</u>														
Landscaping	Based on 28 occurrences of mowing and weeding (4 per month with May/July/Sept budgeted for 5 occurrences) Shrub trimming in May & Sept; privet hedge trimming May, Aug, & Oct; Mulching in April; Spring Cleanup in April; Fall Cleanup Oct & Nov; Fertilizer treatments in April, June, Aug, Sept & Oct													
Snow Removal	Based on historical information													

Voisinage II Assessment 2016-2017														
	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	TOTAL	
Total Interior Space Units	54	54	54	54	54	54	54	54	54	54	54	54	54	
Uncompleted	-	-	-	-	-	-	-	-	-	-	-	-	-	
Completed	54	54	54	54	54	54	54	54	54	54	54	54	54	
Monthly fee	\$ 71.95	\$ 71.95	\$ 71.95	\$ 71.95	\$ 71.95	\$ 71.95	\$ 71.95	\$ 71.95	\$ 71.95	\$ 71.95	\$ 71.95	\$ 71.95	\$ 71.95	
Assessment	3,885	3,885	3,885	3,885	3,885	3,885	3,885	3,885	3,885	3,885	3,885	3,885	46,624	
EXPENSES														
General Maintenance	639	347	347	347	347	347	347	347	347	347	347	347	347	4,461
Management Fees	\$ 2.69	145	145	145	145	145	145	145	145	145	145	145	145	1,743
Total Expenses	\$ 784	\$ 493	\$ 493	\$ 493	\$ 493	\$ 493	\$ 493	\$ 493	\$ 493	\$ 493	\$ 493	\$ 493	\$ 493	\$ 6,204
Reserve	\$ 3,368	\$ 3,368	\$ 3,368	\$ 3,368	\$ 3,368	\$ 3,368	\$ 3,368	\$ 3,368	\$ 3,368	\$ 3,368	\$ 3,368	\$ 3,368	\$ 3,368	\$ 40,420
Total	\$ 4,153	\$ 3,861	\$ 3,861	\$ 3,861	\$ 3,861	\$ 3,861	\$ 3,861	\$ 3,861	\$ 3,861	\$ 3,861	\$ 3,861	\$ 3,861	\$ 3,861	\$ 46,624
Net	\$ (267)	\$ 24	\$ 24	\$ 24	\$ 24	\$ 24	\$ 24	\$ 24	\$ 24	\$ 24	\$ 24	\$ 24	\$ 24	\$ (0)
Insurance Assessment:														
Total Units	54	54	54	54	54	54	54	54	54	54	54	54	54	
Insurance	\$ 26.05	\$ 26.05	\$ 26.05	\$ 26.05	\$ 26.05	\$ 26.05	\$ 26.05	\$ 26.05	\$ 26.05	\$ 26.05	\$ 26.05	\$ 26.05	\$ 26.05	
Insurance Assessment	\$ 1,407	\$ 1,407	\$ 1,407	\$ 1,407	\$ 1,407	\$ 1,407	\$ 1,407	\$ 1,407	\$ 1,407	\$ 1,407	\$ 1,407	\$ 1,407	\$ 16,880	
EXPENSES														
Insurance Expenditure	4215.00			4215.00			4215.00			4215.00				\$ 16,860
Net Insurance Assessment														\$ 20
Narrative														
Voisinage II- Income														
Total Interior Space Units	Includes all Interior Space Units and all Commercial Spaces within Crossroads													
Uncompleted	None													
Completed	All units completed and sold.													
Voisinage II-Expenses														
General Maintenance	Estimated on historical data & projected need													
Insurance	Currently \$4215 per quarter, divided by 54 units is \$312.60 per unit per year. \$26.05 per month per unit.													

Walden
 Voisinage II
 Improvements Reserve Budget - Per Building

Description/Item	Quantity	Units	Unit Price	Per Dwelling	Dwellings	Total Cost	Useful Life (yrs)	Reserve per year
Building								
Lumber Components / Trusses / Labor						\$ 73,508.00	60	\$ 1,225.13
Balconies								
Rubber Deck Membrane - Rear Balcony		SF	\$ -		4	\$ 1,312.00		
Rework Labor		LS				\$ 750.00		
Subtotal						\$ 2,062.00		
	20%					\$ 515.50		
Total Balconies						\$ 2,578.00	60	\$ 42.97
Gutters and Downspouts								
Materials		LF	\$ -		4	\$ 1,211.70		
Teardown		LS				\$ 150.00		
Subtotal						\$ 1,361.70		
	20%					\$ 340.43		
Total Gutters and Downspouts						\$ 1,702.00	25	\$ 68.08
Exterior Trim								
Shutters						\$ 577.00	25	\$ 23.08
Composit Trimwork		LF	\$ -		4	\$ 6,000.00		
Materials						\$ 6,620.50		
Teardown		LS				\$ 1,500.00		
Subtotal						\$ 14,120.50		
	20%					\$ 3,530.13		
Total Exterior Trim						\$ 17,651.00	40	\$ 441.28
Garage Doors								
						\$ 2,957.00	30	\$ 98.57
Exterior Doors								
Residential and Commercial						\$ 14,025.00	25	\$ 561.00
Windows								
Residential and Commercial						\$ 42,432.00	40	\$ 1,060.80
Siding								
Materials		SF	\$ -		4	\$ 8,618.75		
Teardown		LS				\$ 2,000.00		
Subtotal						\$ 19,434.75		
	20%					\$ 4,858.69		
Total Siding						\$ 24,293.00	40	\$ 607.33
Roof								
Materials		SF	\$ -		4	\$ 1,818.28		
Teardown		LS				\$ 2,400.00		
Subtotal						\$ 7,258.28		
	20%					\$ 1,814.57		
Total Roofing						\$ 9,073.00	25	\$ 362.92
Total Voisinage II Reserve per Building per Year								\$ 4,491.15

NEW HOME PURCHASE AGREEMENT – READY NOW HOME

AGREEMENT DATE:

HOMEBUYER:

BUILDER: _____, a Pennsylvania corporation

BUILDER HOMESITE IDENTIFICATION

PROPERTY Unit (Lot) ____, in ____ with an address of _____ together with a Home, built by the Builder as set forth in this Agreement and as set forth on the Selection Sheet attached to this Agreement.

1. PURCHASE PRICE

The Homebuyer will pay the Purchase Price to the Builder as follows:

Deposit

Deposit to be credited to the Homebuyer at Closing

To be paid at Closing after application of Deposit credit

2. TIMELINE.

The Homebuyer hereby agrees and promises to do the following:

- deliver a confirmation to the Builder after making, in good faith and at the Homebuyer's expense, a completed, written Mortgage Application no later than (2 business days)
• attend the Meet the Builder meeting no later than (5 business days)
• if the phase of construction of the home is prior to Construction Tour, buyer must attend the Construction Tour scheduled by the Builder and complete the Closing Information Amendment, approximately 45 calendar days prior to Closing.
• if the phase of construction of the home is post Construction Tour, Homebuyer must complete the Closing Information Amendment no later than (5 business days).....
• deliver a copy of a written Mortgage Loan Commitment to Builder no later than (15 business days)
• attend New Home Orientation scheduled by the Builder within 3 business days of Closing

3. NEW HOME ORIENTATION AND CLOSING.

The New Home Orientation (in accordance with Section 14 of this Agreement) and Closing (in accordance with Section 15) of the purchase of the above referenced Property will be on the dates and times indicated below, or on such other dates and times as agreed to in writing by Builder and Homebuyer (the "Closing Date"). In the event Homebuyer does not close on the Closing Date, for any reason whatsoever, Builder, in its sole discretion, may agree to extend the Closing Date (the "Extended Closing Date"). If Builder agrees to extend the Closing Date, Homebuyer shall pay to Builder \$250.00 per day, up to and including the Extended Closing Date, as a Closing extension fee (the "Closing Extension Fee"), for each day Homebuyer extends Closing beyond the original Closing Date. Unless Builder requires earlier payment of the Closing Extension Fee, the Closing Extension Fee shall be due to Builder on the Extended Closing Date, payable in certified funds. If Buyer fails to complete Closing on the Closing Date or any Extended Closing Date, Buyer will be in default.

HOMEBUYER: _____

BUILDER : _____

NEW HOME ORIENTATION: DATE: _____

TIME: 8:00 AM or 12:00 Noon
Circle One

CLOSING: DATE: (1 month window) _____

4. FINANCIAL QUALIFICATION.

The Homebuyer understands that if the Builder accepts this Agreement, the Builder will be making a substantial investment and commitment in reliance on the Homebuyer's financial ability to complete the purchase of the Property.

To assist the Builder in making this decision, the Homebuyer will obtain, and deliver to the Builder, the Financial Qualification Confirmation in accordance with the provisions of Section 2 of this Agreement.

After receipt of the completed Financial Qualification Confirmation from the Homebuyer, the Builder will have the right to elect not to proceed, and the Builder may, on or before seven (7) days after such receipt, in Builder's sole judgment and absolute discretion, terminate this Agreement in accordance with the provisions of Section 22 of this Agreement.

5. RECEIPT OF REQUIRED PROPERTY OWNERSHIP CONDITIONS DISCLOSURE.

Homebuyer acknowledges that, by their availability at "www.charterhomes.com/homeowners/login" (Using Username "HOAdocs" and Password "CH&N"), Homebuyer has received, as of the Agreement Date, Property Documents with all information and documents required by Pennsylvania law to be provided regarding conditions to which ownership of the Property is subject (recorded Declaration, homeowner association ("HOA") obligations (Covenants, Restrictions, payments of assessments) and bylaws, and mandatory HOA membership. A mailed copy is also available upon written request

6. BUILDING THE HOME.

The Builder will construct a Home on the Property, in a good and workmanlike manner, in accordance with the Specifications set forth in the Homeowner's Manual, and in accordance with the home plan and options as set forth on the Selection Sheet attached to this Agreement, or any modified Selection Sheet signed by the Homebuyer and by the Builder. Specific home plans are copyrighted and proprietary information of the Builder. Homebuyer will be provided with marketing brochures of the home.

7. HOMESITE CONDITIONS.

The Builder will have the sole right to make all decisions regarding the construction of the Home and the development of the Property including, but not limited to, establishment of and changes in grade, removal of trees (if any are present), placement of utility lines and equipment, location and design of driveways, walks, landscaping and drainage (including swales), and all items of a similar nature. The Builder shall solely determine which trees are to be removed for placement and construction of the home, driveway and other improvements, including access. The Builder will not be required to restore any trees removed. The Builder does not represent or warrant that any existing trees will survive. At Closing, in addition to the Purchase Price, the Homebuyer agrees to pay to the Builder an Engineering Services Fee in the amount of \$495 to partially reimburse the Builder for the Builder's surveying and other civil engineering work expenses in connection with the construction of the Home on the Property.

8. HARDWOOD FLOORING

The Builder strongly recommends the use and installation of a humidifier to preserve the quality of hardwood flooring. Without proper humidity levels, cracks between edges of flooring boards may appear when dry conditions are produced by a standard heating system. Controlling humidity levels in a new home will aid in maintaining the beauty of hardwood flooring and adhere to the care standards outlined in the Homeowner's Manual. This recommendation is especially important for homes with an unfinished basement directly below the installed hardwood. The Builder will not be responsible for the performance of hardwood in the home unless a humidifier is professionally installed and operated in

HOMEBUYER: _____

BUILDER : _____

accordance with the operations manual of the humidifier and the home is maintained with ambient humidity levels between 35%-55% throughout the year.

9. FIXTURES NOT INCLUDED IN THE SALE.

This sale and purchase does not include any furniture, furnishings, decorator wall or floor coverings, light fixtures, landscaping, and items of a similar nature unless specifically stated in the Specifications and/or on the Selection Sheet attached to this Agreement.

10. IMPORTANT SPECIFICATIONS.

Information regarding Radon Gas and Mold is contained in the HomeCare section of the Homeowner's Manual. Information regarding Insulation and Sprinklers is contained in the Performance Standards section of the Homeowner's Manual. The Homebuyer acknowledges that the Homebuyer has read and understands all of the specifications for the Home, including those regarding:

RADON GAS

MOLD

INSULATION

Attic:	Cellulose blown in	R-38	14"
Standard Exterior Walls:	Batt with paper face	R-21	5¼"
Garage Interior Walls:	Batt with paper face	R-13	3½"
Cathedral Ceilings & Bump Outs:	Batt with paper face	R-38	11¼"
Basement:	Vinyl faced	R- 11	3½"
Band Board:	Batt with paper face	R-21	5¼"

SPRINKLERS

Homebuyer Initials: _____

11. SAFETY AND ACCESS TO THE PROPERTY.

A HOME CONSTRUCTION SITE IS A HAZARDOUS AREA. Entering the Property or the Home while the Home is under construction and the Property is being developed can result in property damage, serious injury, or death. For the safety of property and of all persons, the Homebuyer agrees to not enter upon the Property unless accompanied by an authorized representative of the Builder. If the Homebuyer or Homebuyer invitees enters the Property prior to Closing unaccompanied by an authorized representative of the Builder, the Homebuyer agrees to indemnify and hold the Builder harmless for any resulting bodily injury or property damage.

12. NO UNAUTHORIZED WORK.

Because the Property and the Home are property of the Builder until Closing, no unauthorized work may be done in the Home or on the Property. Unauthorized work done for or by the Homebuyer will be removed by the Builder, at the expense of the party who did, or attempted to do, unauthorized work.

13. LOSS PRIOR TO CLOSING.

Except for loss or damage resulting from the Homebuyer, or the Homebuyer's invitees, entering the Property prior to Closing, the Builder will be responsible for any loss or damage to the Property prior to Closing.

14. BUILDING INSPECTION.

Homebuyer may, at Homebuyer's expense, hire an independent building inspector (the "Homebuyer's Inspector") to examine the Property and all aspects of the construction of the Home prior to the New Home Orientation. Builder agrees to permit Homebuyer's Inspector to enter the Property provided that:

- a. Any inspection must take place under the supervision of a representative of the Builder.

HOMEBUYER: _____

BUILDER : _____

- b. Homebuyer's Inspector must complete any desired inspection on a date and time mutually agreed by Builder and Homebuyer's Inspector. Builder is not obligated to permit inspections before or after the time agreed to by Homebuyer's Inspector and the Builder.
- c. Homebuyer's Inspector must be licensed to conduct residential property inspections in the location of the Property.
- d. Homebuyer's Inspector must provide to Builder a copy of the Homebuyer's Inspector's business license and certificate of insurance demonstrating that Homebuyer's Inspector has a current general liability policy in a sum not less than \$250,000 at least three (3) days prior to any scheduled inspection.
- e. Homebuyer must provide Builder a copy of the Homebuyer's Inspector's report (the "Report") on the date following the date of any inspection by Homebuyer's Inspector.

If Homebuyer believes any items identified in the Report are items to be completed or addressed by the Builder, Homebuyer shall notify the Builder of each such item in writing. Builder agrees to complete or address any item so identified as required to substantially conform the Home to the plans and specifications of the Home.

15. NEW HOME ORIENTATION.

Prior to Closing, a representative of the Builder will go through the Home with the Homebuyer, together with no more than one additional individual, at which time the Builder's representative will acquaint the Homebuyer with the Home and its features and answer questions.

16. CLOSING DATE.

To the extent the specific Closing Date is not set forth in Section 3 hereof, the Builder will notify the Homebuyer of the date, time, and location of the Closing at least ten days prior to Closing. The scheduled Closing will be subject to Builder obtaining any Certificate of Occupancy, Use and Occupancy Certificate or Permit, or other similar governmental approval of occupancy of the Home on the Property ("Occupancy Approval"). Failure to complete Closing on the Closing Date as scheduled by the Builder, or such other Closing Date as may be mutually agreed by the Homebuyer and the Builder, will constitute default by the Homebuyer.

17. CLOSING ITEMS.

At Closing:

- a. The Builder will convey title to and deliver possession of the Property to the Homebuyer by a Special Warranty Deed, conveying good and marketable title (insurable by a licensed title insurance company), free and clear of all encumbrances of record except easements, conditions, covenants and restrictions existing at the time of Closing.
- b. The Builder will provide any and all Certificate(s) of Occupancy or Use and Occupancy Certificate(s) which are required to be issued by any and all governmental entities having jurisdiction of such certificates
- c. The Builder will pay one half (1/2) of the Realty Transfer Taxes due on this sale and purchase based on the Purchase Price. The Homebuyer will pay all other Realty Transfer Taxes. Property taxes and homeowner association assessments, if any, affecting this Property will be prorated, with each party paying such party's share.
- d. The Builder will (1) prepare the deed and any releases of mortgages, liens or judgments against the Property (the Builder will not pay for the preparation of these documents by anyone else) and (2) pay for the recording of any such releases.
- e. The Homebuyer will be responsible for and pay any charges of any mortgage lender providing funds to the Homebuyer, any charges of the title insurer insuring the Homebuyer's title (including title search, title insurance, endorsements, and any as-built or other survey), and any charges of the person or firm conducting Closing (including costs of recording the deed and mortgage, any Closing fees and disbursement charges). At Closing, in addition to the Purchase Price, the Homebuyer agrees to pay to the Builder a Document Preparation Fee in the amount of \$200 to partially reimburse the Builder for the Builder's expenses in connection with the preparation of Closing documents. Further, at Closing, in addition to the Purchase Price, Homebuyer agrees to

HOMEBUYER: _____

BUILDER : _____

pay to the Builder an Engineering Services Fee in the amount of \$495 to partially reimburse the Builder for the Builder's surveying and other civil engineering work expenses in connection with the construction of the Home on the Property.

18. RELEASE OF LIENS.

The Builder represents and warrants to the Homebuyer that the Builder will take all proper steps to ensure that no claims will be asserted against Homebuyer or the Property by any contractor, subcontractor or supplier with whom the Builder has contracted and who has provided labor or materials for construction of the Home or development of the Property. In the event that any such claims are asserted, the Builder will indemnify and defend the Homebuyer against such claims.

19. WARRANTY.

The Builder has provided to the Homebuyer, prior to execution of this Agreement, the Builder's warranty applicable to the construction of the Home ("Your Warranty" together with the "One Year Limited Warranty" and "Performance Standards" which are collectively referred to as the "New Home Warranty") contained in the Homeowner's Manual. The terms and conditions of the New Home Warranty are incorporated in this Agreement by reference and made part of this Agreement.

The Homebuyer acknowledges that the Homebuyer has read, understands, and agrees to the terms of the New Home Warranty. **Except for the New Home Warranty and any manufacturers' warranties that may be provided, BUILDER MAKES NO OTHER REPRESENTATIONS OR WARRANTIES OF ANY NATURE, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF HABITABILITY, REASONABLE WORKMANSHIP, MERCHANTABILITY, FITNESS FOR PURPOSE AND ANY WARRANTY FOR LATENT DEFECTS, DESIGN, CONDITION, QUALITY OR OTHERWISE, AND BUILDER HEREBY EXPRESSLY DISCLAIMS ANY SUCH REPRESENTATIONS OR WARRANTIES. By accepting the deed to the Property, the Homebuyer acknowledges and accepts such disclaimer and agrees to waive any and all rights Homebuyer may have by virtue of such disclaimed representations and warranties. By the waiver of these implied warranties, Homebuyer agrees that only the terms and conditions of the New Home Warranty and any manufacturers' warranties that may be provided, and no other express or implied warranties, will measure the warranty performance by Builder. There are no warranties which extend beyond the New Home Warranty contained within the "Post Closing" portion of the Homeowner's Manual.**

The dispute resolution provisions of this New Home Purchase Agreement as set forth in Section 25 of this New Home Purchase Agreement shall apply to and govern the determination and resolution of any and all disputes and/or claims pursuant to the terms of the New Home Warranty. The provisions of Section 25 of this New Home Purchase Agreement shall survive Closing of the purchase of the Property.

Homebuyer Initials: _____

HOMEBUYER: _____

BUILDER : _____

20. LAND IN THE VICINITY OF THE PROPERTY.

The Homebuyer acknowledges that land adjacent to, and near the Property being purchased may be developed and used in any lawful manner; the Builder makes no representation of any kind to the contrary. The Homebuyer acknowledges and agrees that any and all communications in any manner (including, but not limited to, verbal, written, displayed, and/or electronic) from the Builder or from any Builder employee, agent, representative, or affiliate regarding the development or use of any land or property is merely a statement or opinion of likely or possible development and/or use and is not a representation, covenant, or warranty of any current or future land use or development of any property. The Homebuyer acknowledges and affirms that the Homebuyer has not relied, and will not rely, on any such communications and that the Homebuyer will independently obtain information from applicable governmental entities regarding existing, planned, protected, and potential uses, recognizing that zoning and development plans are subject to change at any time, subject to applicable laws.

21. HOMEBUYER DEFAULT.

This Agreement contains representations, warranties, agreements and promises of the Homebuyer on which the Builder is relying, including but not limited to those in Section 2 of this Agreement. Time is of the essence of all obligations of the Homebuyer under this Agreement. The Homebuyer will be in default if the Homebuyer fails to timely perform any of Homebuyer's obligations in this Agreement. The remedies of the Builder for any default by the Homebuyer shall not, in any way, be limited and may include retention of any and all Deposits paid to the Builder and any Closing Extension Fee as liquidated damages and not as a penalty.

22. DELAY.

The Builder will not be liable for delays or failure to perform the Builder's obligations under this Agreement resulting from factors beyond the Builder's control including, but not limited to, force majeure, war, civil unrest, asserted but not adjudicated liens on, or impairments to, title (e.g., filed Mechanic's Lien, filed *lis pendens*), actual or economic unavailability of labor and/or materials or unavailability of land, site improvement work, utility services, or permits or approvals to be provided or obtained by others.

23. TERMINATION.

Provided the Homebuyer is not in default, if this Agreement is terminated in accordance with the terms contained herein, all Deposits paid by the Homebuyer to the Builder will be returned by the Builder to the Homebuyer and this Agreement will thereupon be void, and neither party will have any further obligation to the other hereunder. In addition, if termination is the result of a default by the Builder, the Builder will pay to the Homebuyer the amount of any mortgage or title costs which the Homebuyer has incurred for this purchase including title insurance application, mortgage application, appraisal, and fees such as rate lock-in fee. The Homebuyer may not sue the Builder for specific performance of the Builder's obligations.

24. NOTICES.

Notices will be considered given upon delivery (provided a signed receipt or notarized affidavit of delivery is obtained if hand delivered or delivered by any delivery service) or three (3) days after deposit with the US Postal Service first class mail postage prepaid, return receipt requested, to the address of the recipient as stated in this Agreement.

25. ENTIRE AGREEMENT; PARTIES BOUND.

This Agreement and Addenda and exhibits hereto contain the whole agreement between the Builder and the Homebuyer regarding the subject matter of this Agreement and there are no other terms, obligations, covenants, representations, statements or conditions, oral or otherwise of any kind whatsoever concerning this transaction. No broker, agent or salesperson has authority to make, or has made, any statement, agreement or representation (either oral or written) in connection with this transaction modifying, amending, adding to or changing the terms of this Agreement. No custom or prior or other dealings between the parties will contradict, add to, or modify the terms of this Agreement. The Builder is not responsible or liable for any agreement, condition or stipulation not specifically set forth in this Agreement. No modification of this Agreement shall be binding unless in

HOMEBUYER: _____

BUILDER : _____

writing and signed by both parties. This Agreement shall benefit and bind the parties hereto, their respective heirs, personal representatives, successors and assigns.

26. DISPUTE RESOLUTION.

All disputes, claims or causes of action relating to this Agreement, including the rights and obligations under this Agreement and the performance of the parties, shall be resolved exclusively in the following manner:

- a. Upon the arising of any dispute, the parties shall initially meet in good faith at the offices of the Builder in Lancaster, Pennsylvania in an effort to resolve the dispute informally.
- b. If the parties are unable to resolve the dispute informally, the parties agree to attempt in good faith to settle the dispute by non-binding mediation administered by the American Arbitration Association under its Home Construction Mediation Procedures before resorting to litigation. Mediation sessions may be held by any electronic communications, including but not limited to by telephone or in person at the offices of the Builder in Lancaster, Pennsylvania.
- c. If the parties do not reach a mutually agreeable settlement within 30 days after initiation of mediation, either party may institute an action in the Court of Common Pleas of Lancaster County, Pennsylvania, which shall be the exclusive judicial forum.

TO THE EXTENT ALLOWED BY APPLICABLE LAW, THE PARTIES HEREBY WAIVE ALL RIGHTS TO A TRIAL BY JURY IN ANY DISPUTE BETWEEN THEM RELATING TO THIS AGREEMENT.

If either party institutes an action in the Court of Common Pleas of Lancaster County against the other to enforce any provision of this Agreement or otherwise with respect to any dispute arising out of this Agreement, upon the issuance of a final and unappealable decision, or after the time period for bringing an appeal has expired, the losing party shall reimburse the prevailing party for the reasonable attorneys' fees and all costs incurred by the prevailing party in connection with the litigation. Within thirty (30) days after receipt of a detailed statement as to the amount of the attorneys' fees and costs, the losing party shall pay the prevailing party. In the event the parties disagree as to which party is the prevailing party, the court shall make such determination for the purposes of this paragraph.

27. CHOICE OF LAW.

This Agreement shall be construed and governed under the laws of the Commonwealth of Pennsylvania, without regarding conflict of law principles.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

HOMEBUYER: _____

BUILDER : _____

This Agreement is not binding on the Builder until ratified by the President, a Vice President or the Director of Sales of _____.

By signing this Agreement, the HOMEBUYER intends and agrees to be legally bound by the terms of this Agreement.

HOMEBUYER

HOMEBUYER

Address of the Homebuyer:

By signing this Agreement, the BUILDER intends and agrees to be legally bound by the terms of this Agreement.

_____,
a Pennsylvania corporation

By _____
Neighborhood Sales Manager
Assistant Vice President

Ratified
By _____
President, Vice President, or Director of Sales

Address of the Builder:
1190 Dillerville Road, Lancaster, PA 17601

HOMEBUYER: _____

BUILDER : _____

NEW HOME PURCHASE AGREEMENT – BUILD TO ORDER

AGREEMENT DATE:

HOMEBUYER:

BUILDER: _____, a Pennsylvania corporation

BUILDER HOMESITE IDENTIFICATION:

PROPERTY: Unit (Lot) ____, in _____ with an address of _____

together with a Home, built or to be built by the Builder as set forth in this Agreement and as set forth on the Selection Sheet attached to this Agreement.

1. PURCHASE PRICE

If Additional Options are selected by the Homebuyer, a revised Selection Sheet, signed by the Homebuyer and by the Builder, will replace the Selection Sheet attached to this Agreement and will set forth a revised Purchase Price.

The Homebuyer will pay the Purchase Price to the Builder as follows:

Initial Deposit.....

Options Deposit

Total Deposits, to be credited to the Homebuyer at Closing

To be paid at Closing after application of Deposit credits, subject to change if Purchase Price is revised.....

2. TIMELINE.

The Homebuyer hereby agrees and promises to do the following:

- deliver a confirmation to the Builder after making, in good faith and at the Homebuyer's expense, a completed, written Mortgage Application no later than (2 business days)
• deliver to the Builder a copy of a written Mortgage Loan Commitment no later than (15 business days).....
• complete selections at Charter Colors and execute the Release to Construction Amendment, no later than (10 business days)
• attend the Construction Tour scheduled by the Builder and complete the Closing Information Amendment, approximately 45 calendar days prior to Closing
• attend New Home Orientation scheduled by the Builder with 3 business days of Closing
• complete the Closing of the purchase of the Home on the date and time, and the location, scheduled by the Builder. Closing is estimated for (2 month window)

HOMEBUYER: _____

BUILDER: _____

3. FINANCIAL QUALIFICATION.

The Homebuyer understands that if the Builder accepts this Agreement, the Builder will be making a substantial investment and commitment in reliance on the Homebuyer's financial ability to complete the purchase of the Property.

To assist the Builder in making this decision, the Homebuyer will obtain, and deliver to the Builder, the Financial Qualification Confirmation in accordance with the provisions of Section 2 of this Agreement.

After receipt of the completed Financial Qualification Confirmation from the Homebuyer, the Builder will have the right to elect not to proceed, and the Builder may, on or before seven (7) days after such receipt, in Builder's sole judgment and absolute discretion, terminate this Agreement in accordance with the provisions of Section 23 of this Agreement.

4. RECEIPT OF REQUIRED PROPERTY OWNERSHIP CONDITIONS DISCLOSURE.

Homebuyer acknowledges that, by their availability at "www.charterhomes.com/homeowners/login" (Using Username "HOAdocs" and Password "CH&N"), Homebuyer has received, as of the Agreement Date, Property Documents with all information and documents required by Pennsylvania law to be provided regarding conditions to which ownership of the Property is subject (recorded Declaration, homeowner association ("HOA") obligations (Covenants, Restrictions, payments of assessments) and bylaws, and mandatory HOA membership. A mailed copy is also available upon written request

5. BUILDING THE HOME.

The Builder will construct a Home on the Property, in a good and workmanlike manner, in accordance with the Specifications set forth in the Homeowner's Manual, and in accordance with the home plan and options as set forth on the Selection Sheet attached to this Agreement, or any modified Selection Sheet signed by the Homebuyer and by the Builder. Specific home plans are copyrighted and proprietary information of the Builder. Homebuyer will be provided with marketing brochures of the home.

6. HOMESITE CONDITIONS.

The Builder will have the sole right to make all decisions regarding the construction of the Home and the development of the Property including, but not limited to, establishment of and changes in grade, removal of trees (if any are present), placement of utility lines and equipment, location and design of driveways, walks, landscaping and drainage (including swales), and all items of a similar nature. The Builder shall solely determine which trees are to be removed for placement and construction of the home, driveway and other improvements, including access. The Builder will not be required to restore any trees removed. The Builder does not represent or warrant that any existing trees will survive. At Closing, in addition to the Purchase Price, the Homebuyer agrees to pay to the Builder an Engineering Services Fee in the amount of \$495 to partially reimburse the Builder for the Builder's surveying and other civil engineering work expenses in connection with the construction of the Home on the Property.

7. DESIGN IMPROVEMENTS; SUBSTITUTION OF MATERIALS.

As part of a continuing program of home design improvements, the Plans and Specifications are subject to change in accordance with any product changes provided to the Homebuyer and the terms of this Agreement. The Home may differ from any Model Home or information in sales materials (including, but not limited to, brochures, displays, and/or internet websites) as a result of amendments or revisions to the Plans and Specifications and normal construction tolerances and variances. Any Model Home or sample materials presented to or examined by the Homebuyer were for illustrative purposes only and shall not be deemed to create an express warranty that the materials or colors will conform to any Model Home or sample materials presented to or examined by the Homebuyer. In the event that Builder is unable to timely or reasonably obtain the materials specified in the Selection Sheet and/or Specifications through ordinary and usual sources of supply, Builder shall have the right to substitute available materials of similar pattern, design and quality.

HOMEBUYER: _____

BUILDER: _____

8. HARDWOOD FLOORING

The Builder strongly recommends the use and installation of a humidifier to preserve the quality of hardwood flooring. Without proper humidity levels, cracks between edges of flooring boards may appear when dry conditions are produced by a standard heating system. Controlling humidity levels in a new home will aid in maintaining the beauty of hardwood flooring and adhere to the care standards outlined in the Homeowner's Manual. This recommendation is especially important for homes with an unfinished basement directly below the installed hardwood. The Builder will not be responsible for the performance of hardwood in the home unless a humidifier is professionally installed and operated in accordance with the operations manual of the humidifier and the home is maintained with ambient humidity levels between 35%-55% throughout the year.

9. FIXTURES NOT INCLUDED IN THE SALE.

This sale and purchase does not include any furniture, furnishings, decorator wall and floor coverings, light fixtures, landscaping, and items of a similar nature unless specifically stated in the Specifications and/or on the Selection Sheet attached to this Agreement.

10. IMPORTANT SPECIFICATIONS.

Information regarding Radon Gas and Mold is contained in the HomeCare section of the Homeowner's Manual. Information regarding Insulation and Sprinklers is provided in the Performance Standards section of the Homeowner's Manual. The Homebuyer acknowledges that Homebuyer has read and understands all of the specifications for the Home, including those regarding:

RADON GAS

MOLD

INSULATION

Attic:	Cellulose blown in	R-38	14"
Standard Exterior Walls:	Batt with paper face	R-21	5¼"
Garage Interior Walls:	Batt with paper face	R-13	3½"
Cathedral Ceilings & Bump Outs:	Batt with paper face	R-38	11¼"
Basement:	Vinyl faced	R- 11	3½"
Band Board:	Batt with paper face	R-21	5¼"

SPRINKLERS

Homebuyer Initials: _____

11. SAFETY AND ACCESS TO THE PROPERTY.

A HOME CONSTRUCTION SITE IS A HAZARDOUS AREA. Entering the Property or the Home while the Home is under construction and the Property is being developed can result in property damage, serious injury, or death. For the safety of property and of all persons, the Homebuyer agrees to not enter upon the Property unless accompanied by an authorized representative of the Builder. If the Homebuyer or Homebuyer invitees enters the Property prior to Closing unaccompanied by an authorized representative of the Builder, the Homebuyer agrees to indemnify and hold the Builder harmless for any resulting bodily injury or property damage.

12. NO UNAUTHORIZED WORK.

Because the Property and the Home are property of the Builder until Closing, no unauthorized work may be done in the Home or on the Property. Unauthorized work done for or by the Homebuyer will be removed by the Builder, at the expense of the party who did, or attempted to do, unauthorized work.

13. BUILDING INSPECTION.

Homebuyer may, at Homebuyer's expense, hire an independent building inspector (the "Homebuyer's Inspector") to examine the Property and all aspects of the construction of the Home prior to the New Home Orientation. Builder agrees to permit Homebuyer's Inspector to enter the Property provided that:

HOMEBUYER: _____

BUILDER: _____

- a. Any inspection must take place under the supervision of a representative of the Builder.
- b. Homebuyer's Inspector must complete any desired inspection on a date and time mutually agreed by Builder and Homebuyer's Inspector. Builder is not obligated to permit inspections before or after the time agreed to by Homebuyer's Inspector and the Builder.
- c. Homebuyer's Inspector must be licensed to conduct residential property inspections in the location of the Property.
- d. Homebuyer's Inspector must provide to Builder a copy of the Homebuyer's Inspector's business license and certificate of insurance demonstrating that Homebuyer's Inspector has a current general liability policy in a sum not less than \$250,000 at least three (3) days prior to any scheduled inspection.
- e. Homebuyer must provide Builder a copy of the Homebuyer's Inspector's report (the "Report") on the date following the date of any inspection by Homebuyer's Inspector.

If Homebuyer believes any items identified in the Report are items to be completed or addressed by the Builder, Homebuyer shall notify the Builder of each such item in writing. Builder agrees to complete or address any item so identified as required to substantially conform the Home to the plans and specifications of the Home.

14. LOSS PRIOR TO CLOSING.

Except for loss or damage resulting from the Homebuyer, or the Homebuyer's invitees, entering the Property prior to Closing, the Builder will be responsible for any loss or damage to the Property prior to Closing.

15. COMPLETION OF CONSTRUCTION.

Closing will occur, without holdback or escrow of any portion of the Purchase Price, when a Certificate of Occupancy or a Use and Occupancy Certificate is issued for the Home on the Property. A minor amount of work, not affecting the livability of the Home, may not be complete at time of Closing. The Builder will remain obligated to complete any such incomplete work following Closing. If, because of incomplete work, the Homebuyer's mortgage loan lender requires funds to be placed in escrow as a condition of providing mortgage financing, any such funds shall be provided by and deposited in such escrow by the Homebuyer.

16. NEW HOME ORIENTATION.

Prior to Closing, a representative of the Builder will go through the Home with the Homebuyer, together with no more than one additional individual, for an Orientation of the Home at which time the Builder's representative will acquaint the Homebuyer with the Home and its features, answer questions, and verify that the Home has been constructed in accordance with the terms of this Agreement.

17. CLOSING DATE.

Builder will notify the Homebuyer of the date, time, and location of the Closing at least ten (10) days prior to Closing (the "Closing Date"). The scheduled Closing will be subject to Builder obtaining any Certificate of Occupancy, Use and Occupancy Certificate or Permit, or other similar governmental approval of occupancy of the Home on the Property ("Occupancy Approval"). In the event Homebuyer does not close on the Closing Date, for any reason whatsoever, Builder, in its sole discretion, may agree to extend the Closing Date (the "Extended Closing Date"). If Builder agrees to extend the Closing Date, Homebuyer shall pay to Builder \$250.00 per day, up to and including the Extended Closing Date, as a Closing extension fee (the "Closing Extension Fee"), for each day Homebuyer extends Closing beyond the original Closing Date. Unless Builder requires earlier payment of the Closing Extension Fee, the Closing Extension Fee shall be due to Builder on the Extended Closing Date, payable in certified funds. Failure to complete Closing on the Closing Date or any Extended Closing Date will constitute default by Homebuyer.

HOMEBUYER: _____

BUILDER: _____

18. **CLOSING ITEMS.**

At Closing:

- a. The Builder will convey title to and deliver possession of the Property to the Homebuyer by a Special Warranty Deed, conveying good and marketable title (insurable by a licensed title insurance company), free and clear of all encumbrances of record except easements, conditions, covenants and restrictions existing at the time of Closing.
- b. The Builder will provide any and all Certificate(s) of Occupancy or Use and Occupancy Certificate(s) which are required to be issued by any and all governmental entities having jurisdiction of such certificates
- c. The Builder will pay one half (1/2) of the Realty Transfer Taxes due on this sale and purchase based on the Purchase Price. The Homebuyer will pay all other Realty Transfer Taxes. Property taxes and homeowner association assessments, if any, affecting this Property will be pro rated, with each party paying such party's share.
- d. The Builder will (1) prepare the deed and any releases of mortgages, liens or judgments against the Property (the Builder will not pay for the preparation of these documents by anyone else) and (2) pay for the recording of any such releases.
- e. The Homebuyer will be responsible for and pay any charges of any mortgage lender providing funds to the Homebuyer, any charges of the title insurer insuring the Homebuyer's title (including title search, title insurance, endorsements, and any as-built or other survey), and any charges of the person or firm conducting Closing (including costs of recording the deed and mortgage, any Closing fees and disbursement charges). At Closing, in addition to the Purchase Price, the Homebuyer agrees to pay to the Builder a Document Preparation Fee in the amount of \$200 to partially reimburse the Builder for the Builder's expenses in connection with the preparation of Closing documents.

19. **RELEASE OF LIENS.**

The Builder represents and warrants to the Homebuyer that the Builder will take all proper steps to ensure that no claims will be asserted against Homebuyer or the Property by any contractor, subcontractor or supplier with whom the Builder has contracted and who has provided labor or materials for construction of the Home or development of the Property. In the event that any such claims are asserted, the Builder will indemnify and defend the Homebuyer against such claims.

20. **WARRANTY.**

The Builder has provided to the Homebuyer, prior to execution of this Agreement, the Builder's warranty applicable to the construction of the Home ("Your Warranty" together with the "One Year Limited Warranty" and "Performance Standards" which are collectively referred to as the "New Home Warranty") contained in the Homeowner's Manual. The terms and conditions of the New Home Warranty are incorporated in this Agreement by reference and made part of this Agreement.

The Homebuyer acknowledges that the Homebuyer has read, understands, and agrees to the terms of the New Home Warranty. **Except for the New Home Warranty and any manufacturers' warranties that may be provided, BUILDER MAKES NO OTHER REPRESENTATIONS OR WARRANTIES OF ANY NATURE, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF HABITABILITY, REASONABLE WORKMANSHIP, MERCHANTABILITY, FITNESS FOR PURPOSE AND ANY WARRANTY FOR LATENT DEFECTS, DESIGN, CONDITION, QUALITY OR OTHERWISE, AND BUILDER HEREBY EXPRESSLY DISCLAIMS ANY SUCH REPRESENTATIONS OR**

HOMEBUYER: _____

BUILDER: _____

WARRANTIES. By accepting the deed to the Property, the Homebuyer acknowledges and accepts such disclaimer and agrees to waive any and all rights Homebuyer may have by virtue of such disclaimed representations and warranties. By the waiver of these implied warranties, Homebuyer agrees that only the terms and conditions of the New Home Warranty and any manufacturers' warranties that may be provided, and no other express or implied warranties, will measure the warranty performance by Builder. There are no warranties which extend beyond the New Home Warranty contained within the "Post Closing" portion of the Homeowner's Manual.

The dispute resolution provisions of this New Home Purchase Agreement as set forth in Section 25 of this New Home Purchase Agreement shall apply to and govern the determination and resolution of any and all disputes and/or claims pursuant to the terms of the New Home Warranty. The provisions of Section 25 of this New Home Purchase Agreement shall survive Closing of the purchase of the Property.

Homebuyer Initials: _____

21. LAND IN THE VICINITY OF THE PROPERTY.

The Homebuyer acknowledges that land adjacent to, and near the Property being purchased may be developed and used in any lawful manner; the Builder makes no representation of any kind to the contrary. The Homebuyer acknowledges and agrees that any and all communications in any manner (including, but not limited to, verbal, written, displayed, and/or electronic) from the Builder or from any Builder employee, agent, representative, or affiliate regarding the development or use of any land or property is merely a statement or opinion of likely or possible development and/or use and is not a representation, covenant, or warranty of any current or future land use or development of any property. The Homebuyer acknowledges and affirms that the Homebuyer has not relied, and will not rely, on any such communications and that the Homebuyer will independently obtain information from applicable governmental entities regarding existing, planned, protected, and potential uses, recognizing that zoning and development plans are subject to change at any time, subject to applicable laws.

22. HOMEBUYER DEFAULT.

This Agreement contains representations, warranties, agreements and promises of the Homebuyer on which the Builder is relying, including but not limited to those in Section 2 of this Agreement. Time is of the essence of all obligations of the Homebuyer under this Agreement. The Homebuyer will be in default if the Homebuyer fails to timely perform any of the Homebuyer's obligations under this Agreement. The remedies of the Builder for any default by Homebuyer shall not, in any way, be limited and may include retention of any and all Deposits paid to the Builder and any Closing Extension Fee as liquidated damages and not as a penalty.

23. DELAY.

If the Home is not substantially complete within twelve (12) months after the Homebuyer has executed the **Release to Construction Addendum** to New Home Purchase Agreement, the Homebuyer may (but is not required to) terminate this Agreement in accordance with the terms of Section 23 of this Agreement. The Builder will not be liable for delays or failure to perform the Builder's obligations under this Agreement resulting from factors beyond the Builder's control including, but not limited to, force majeure, war, civil unrest, asserted but not adjudicated liens on, or impairments to, title (e.g., filed Mechanic's Lien, filed *lis pendens*), actual or economic unavailability of labor and/or materials or unavailability of land, site improvement work, utility services, or permits or approvals to be provided or obtained by others.

HOMEBUYER: _____

BUILDER: _____

24. **TERMINATION.**

Provided the Homebuyer is not in default, if this Agreement is terminated in accordance with the terms contained herein, all Deposits paid by the Homebuyer to the Builder will be returned by the Builder to the Homebuyer and this Agreement will thereupon be void, and neither party will have any further obligation to the other hereunder. In addition, if termination is the result of a default by the Builder, the Builder will pay to the Homebuyer the amount of any mortgage or title costs which the Homebuyer has incurred for this purchase including title insurance application, mortgage application, appraisal, and fees such as rate lock-in fee. The Homebuyer may not sue the Builder for specific performance of the Builder's obligations.

25. **NOTICES.**

Notices will be considered given upon delivery (provided a signed receipt or notarized affidavit of delivery is obtained if hand delivered or delivered by any delivery service) or three (3) days after deposit with the US Postal Service first class mail postage prepaid, return receipt requested, to the address of the recipient as stated in this Agreement.

26. **ENTIRE AGREEMENT; PARTIES BOUND.**

This Agreement and Addenda and exhibits hereto contain the whole agreement between the Builder and the Homebuyer regarding the subject matter of this Agreement and there are no other terms, obligations, covenants, representations, statements or conditions, oral or otherwise of any kind whatsoever concerning this transaction. No broker, agent or salesperson has authority to make, or has made, any statement, agreement or representation (either oral or written) in connection with this transaction modifying, amending, adding to or changing the terms of this Agreement. No custom or prior or other dealings between the parties will contradict, add to, or modify the terms of this Agreement. Builder is not responsible or liable for any agreement, condition or stipulation not specifically set forth in this Agreement. No modification of this Agreement shall be binding unless in writing and signed by both parties. This Agreement shall benefit and bind the parties hereto, their respective heirs, personal representatives, successors and assigns.

27. **DISPUTE RESOLUTION.**

All disputes, claims or causes of action relating to this Agreement, including the rights and obligations under this Agreement and the performance of the parties, shall be resolved exclusively in the following manner:

- a. Upon the arising of any dispute, the parties shall initially meet in good faith at the offices of the Builder in Lancaster, Pennsylvania in an effort to resolve the dispute informally.
- b. If the parties are unable to resolve the dispute informally, the parties agree to attempt in good faith to settle the dispute by non-binding mediation administered by the American Arbitration Association under its Home Construction Mediation Procedures before resorting to litigation. Mediation sessions may be held by any electronic communications, including but not limited to by telephone or in person at the offices of the Builder in Lancaster, Pennsylvania.
- c. If the parties do not reach a mutually agreeable settlement within 30 days after initiation of mediation, either party may institute an action in the Court of Common Pleas of Lancaster County, Pennsylvania, which shall be the exclusive judicial forum.

TO THE EXTENT ALLOWED BY APPLICABLE LAW, THE PARTIES HEREBY WAIVE ALL RIGHTS TO A TRIAL BY JURY IN ANY DISPUTE BETWEEN THEM RELATING TO THIS AGREEMENT.

If either party institutes an action in the Court of Common Pleas of Lancaster County against the other to enforce any provision of this Agreement or otherwise with respect to any dispute arising out of this Agreement, upon the issuance of a final and unappealable decision, or after the time period for bringing an appeal has expired, the losing party shall reimburse the prevailing party for the reasonable attorneys' fees and all costs incurred by the prevailing party in connection with the litigation. Within thirty (30) days after receipt of a detailed statement as to the amount of the

HOMEBUYER: _____

BUILDER: _____

attorneys' fees and costs, the losing party shall pay the prevailing party. In the event the parties disagree as to which party is the prevailing party, the court shall make such determination for the purposes of this paragraph.

28. CHOICE OF LAW.

This Agreement shall be construed and governed under the laws of the Commonwealth of Pennsylvania, without regarding conflict of law principles.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

HOME BUYER: _____

BUILDER: _____

This Agreement is not binding on the Builder until ratified by the President, a Vice President or the Director of Sales of

By signing this Agreement, the HOMEBUYER intends and agrees to be legally bound by the terms of this Agreement.

HOMEBUYER

HOMEBUYER

Address of the Homebuyer:

By signing this Agreement, the BUILDER intends and agrees to be legally bound by the terms of this Agreement.

a Pennsylvania corporation

By _____
Neighborhood Sales Manager
Assistant Vice President

Ratified
By _____
President, Vice President, or Director of Sales

Address of the Builder:

1190 Dillerville Road, Lancaster, PA 17601

HOMEBUYER: _____

BUILDER: _____

PLANNED COMMUNITY ADDENDUM to NEW HOME PURCHASE AGREEMENT

BUILDER HOMESITE IDENTIFICATION: _____
DATE OF ADDENDUM: _____

This Addendum supplements and/or modifies the New Home Purchase Agreement with an AGREEMENT DATE of:
between HOMEBUYER:
and BUILDER:
for the purchase of (PROPERTY) Unit (Lot) _____
with an address of

1. PCSM Disclosure. The Property is part of a planned community, which is currently being improved and developed in accordance with the requirements of all governmental entities having jurisdiction, pursuant to applicable Municipal, County, State and Federal statutes, laws, ordinances, codes, rules and regulations. The improvement, development and occupancy of the planned community is, among other requirements, subject to the provisions relating to the control of stormwater, of the United States Clean Water Act, 33 U.S.C. Section 1251 *et seq.*, the Pennsylvania Clean Streams Law, as amended, 35 P.S. Section 691.1 *et seq.*, and the provisions of 25 Pa. Code Chapter 102, Erosion and Sediment Control. Following completion of the construction of the planned community, the volume, rate, and direction; treatment, detention, and retention; quality maintenance, reclamation, and restoration; absorption, drainage, and discharge of stormwater may be controlled by post construction stormwater management best management practices (“PCSM BMPs”) in accordance with one or more plans or documents, which may include a post construction stormwater management plan, an operation and maintenance agreement and the recorded declaration of the planned community. PCSM BMPs may be located, in whole or in part, on individual properties, including on the Property being purchased by Homebuyer. Such documents are of record in the Office of the Recorder of Deeds and are contained within the Property Documents for the planned community, which Homebuyer has received as set forth in the New Home Purchase Agreement. By signing below, Homebuyer acknowledges that Homebuyer has received the Property Documents for the planned community, which includes information regarding the operation and maintenance of any PCSM BMPs in the planned community, including on the Property being purchased by Homebuyer. Homebuyer is encouraged to review the Property Documents to determine what obligations Homebuyer may have with respect to PCSM BMPs.

2. Statutory Warranty. Notwithstanding anything to the contrary in the New Home Purchase Agreement, Builder hereby provides Homebuyer with the warranties against structural defects contained in Section 5411(b) of the Pennsylvania Uniform Planned Community Act. Nothing herein shall be construed to make the Builder responsible for any items of maintenance relating to the Property purchased by Homebuyer.

3. Township Ordinance Disclosure. Notwithstanding anything to the contrary in the New Home Purchase Agreement or in the recorded planned community declaration, Homebuyers may be prohibited from installing any additional impervious surfaces or improvements, such as patios, porches or decks, because of lot coverage restrictions under the Silver Spring Township zoning ordinance.

In the event of any conflict between the provisions of the New Home Purchase Agreement of which this Addendum is a part and this Addendum, the provisions of this Addendum shall control.

Except as supplemented or modified by this Addendum, all other terms and conditions of the New Home Purchase Agreement remain unchanged and in full force and effect.

This Addendum is not binding on the Builder until ratified by the President, a Vice President or the Director of Sales of _____.

_____ HOMEBUYER	_____, a Pennsylvania corporation
_____ HOMEBUYER	By _____ Neighborhood Sales manager Assistant Vice President
	Ratified By _____ President, Vice President or Director of Sales

AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE

BUILDER HOMESITE IDENTIFICATION: _____
DATE _____

AGREEMENT DATE:
HOMEBUYER:
BUILDER:
PROPERTY: Unit (Lot) _____
ADDRESS:

It may be necessary for you to obtain title insurance and closing services for the purchase of your new home. You have the opportunity to arrange for closing and title insurance through Regent Settlements, L.P.

The purpose of this Affiliated Business Arrangement Disclosure is to give you notice that Charter Homes Building Company, an affiliate of the Builder, has an indirect business relationship with Regent Settlements, L.P, as follows:

- 65.5% indirect ownership interest in Regent Settlements, L.P.

Because of this relationship, this referral may provide the principals and affiliates of Builder a financial or other benefit.

Set forth below is the estimated charge or range of charges by Regent Settlements, L.P. You are NOT required to use the listed provider as a condition for closing of your loan on or purchase, sale, or refinancing of the subject property. **THERE ARE FREQUENTLY OTHER CLOSING SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.**

Regent Settlements, L.P. Fees:

Endorsements: \$150 - \$200
Deed Preparation: \$125 (Applicable in Lancaster County)
Title Insurance Premium: Based on amount of transaction

Acknowledgment:

I/we have read and understood the above-stated disclosure and understand that Builder is referring me/us to purchase the above-described closing services(s) and Builder's owners or affiliates may receive a financial or other benefit as the result of this referral.

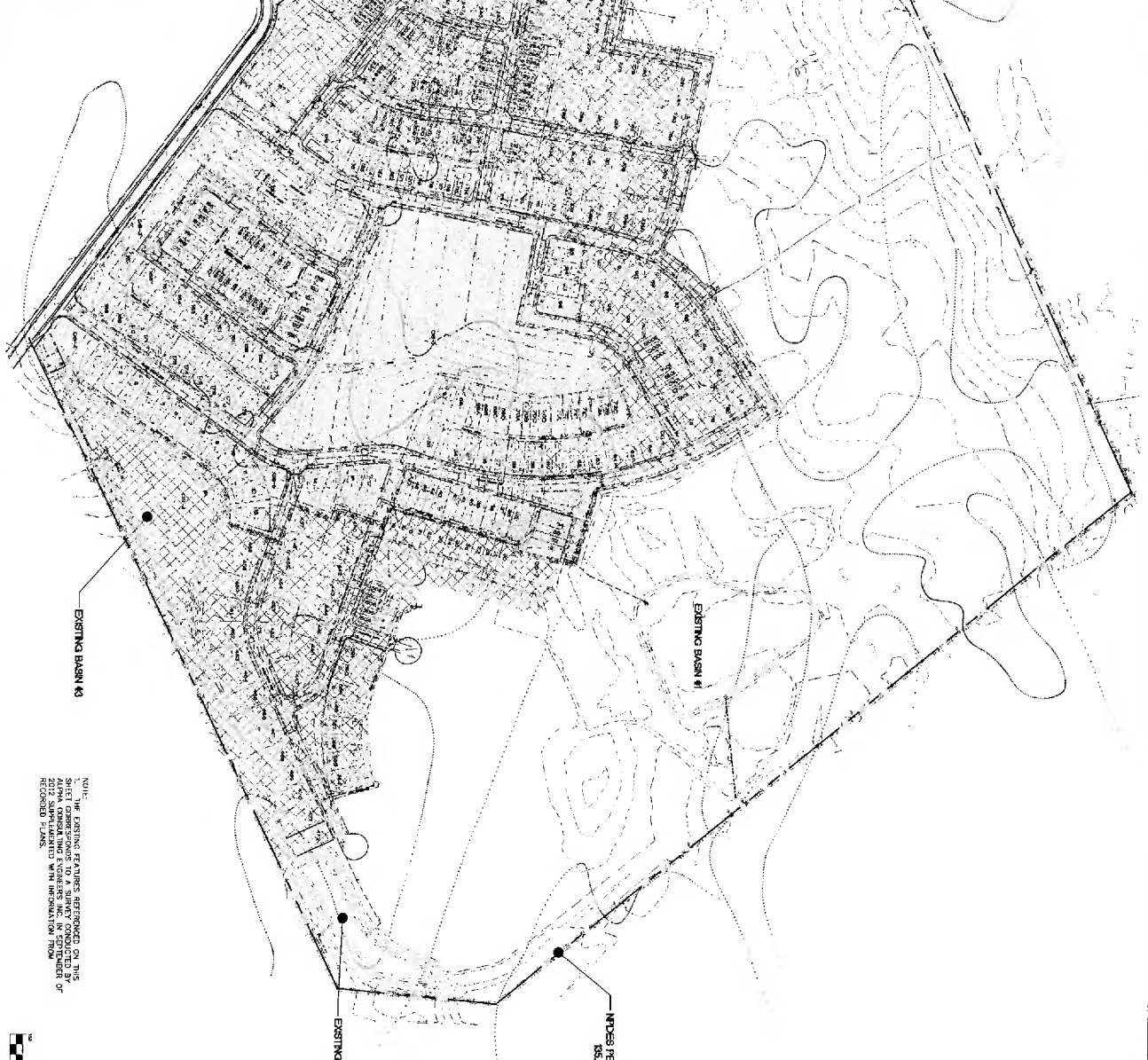
HOMEBUYER

HOMEBUYER

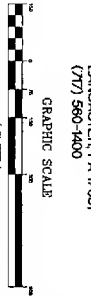
LEGEND

- 1' OF EXISTING CONTOUR
- 2' OF EXISTING CONTOUR
- EXISTING EDGE OF PAVE
- EXISTING STRUCTURE (TH)
- EXISTING WATER LINE
- EXISTING SANITARY SEWER LINE
- EXISTING STORM SEWER PIPE AND INLET

1' OF EXISTING CONTOUR
 2' OF EXISTING CONTOUR
 EXISTING EDGE OF PAVE
 EXISTING STRUCTURE (TH)
 EXISTING WATER LINE
 EXISTING SANITARY SEWER LINE
 EXISTING STORM SEWER PIPE AND INLET



NOTE:
 1. THE EXISTING FEATURES REFERENCED ON THIS SHEET CORRESPOND TO A SURVEY CONDUCTED BY CHARTER HOMES AT WALDEN, INC. IN APRIL OF 2012 SUPERSEDED WITH INFORMATION FROM RECORDED PLANS.



OWNER / DEVELOPER:
 CHARTER HOMES AT WALDEN, INC.
 190 DILLONVILLE ROAD
 LANCASTER, PA 17601
 (717) 560-7400

SITE ADDRESS:
 190 WOODS DRIVE
 MECHANICSBURG,
 PA 17050

SITE SIZE: 178.5'
 190' - Approximate site front - 178' 5" Site Depth
 190' - Approximate site front - 178' 5" Site Depth
 190' - Approximate site front - 178' 5" Site Depth

NO.	DATE	DESCRIPTION	BY



PROJECT NO:
 1708-0000-0000
 SHEET NO.:
2 of 17

POST CONSTRUCTION STORMWATER MANAGEMENT PLAN
MINOR AMENDMENT TO PA03214002
SENSITIVE RESOURCES MAP
WALDEN
 SILVER SPRING TOWNSHIP, CUMBERLAND COUNTY, PENNSYLVANIA

ALPHA
 ALPHA CONSULTING ENGINEERS, INC.

PLANNING • ENGINEERING • SURVEYING
 115 LIMEKILN RD., P.O. BOX 67
 NEW CUMBERLAND, PA 17070
 PHONE: (717) 770-3500
 FAX: (717) 770-3400
 WWW.ALPHA-CE.COM

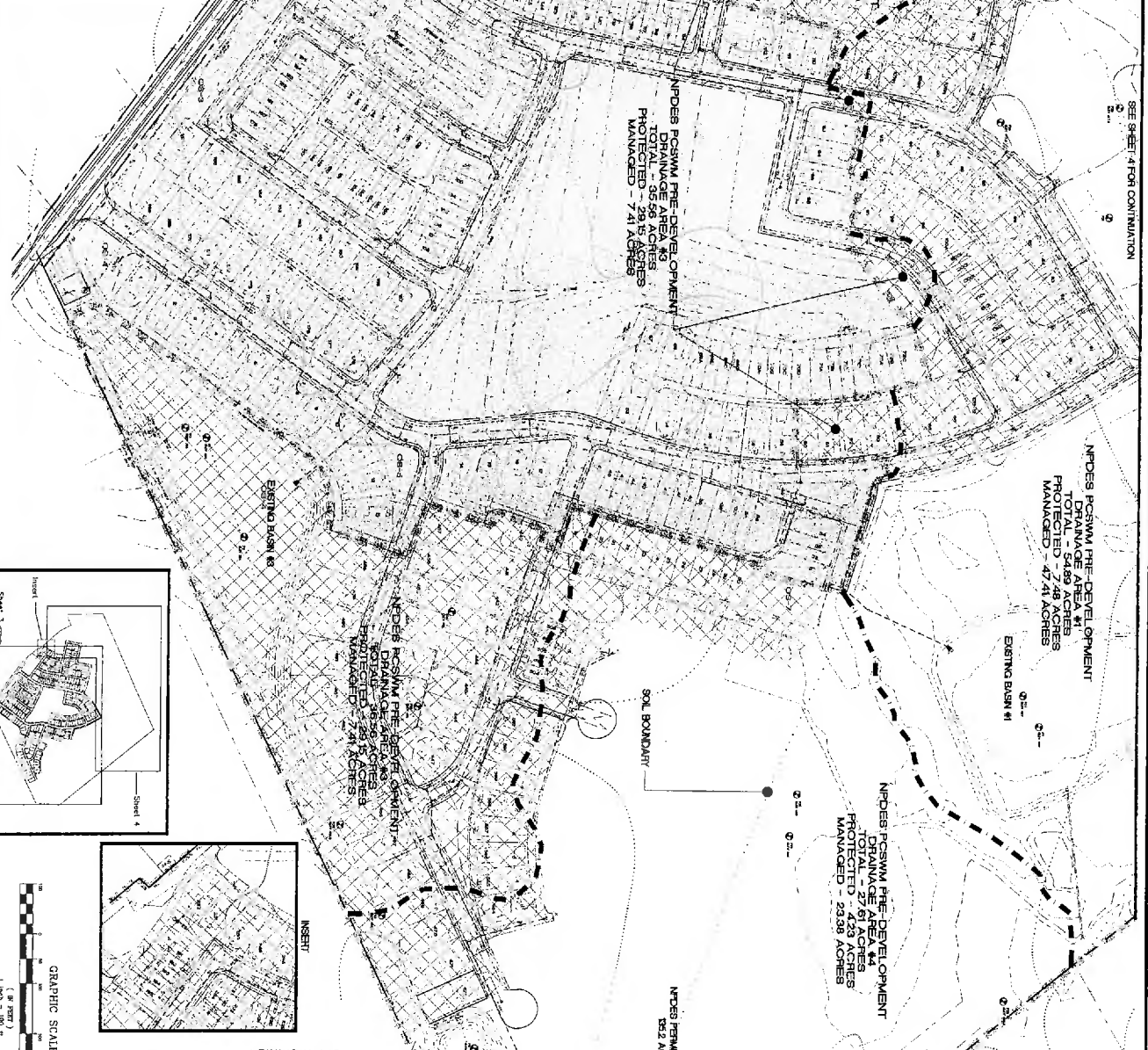
DESIGNER: CAH
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 DATE: 12-24-14

SEE INSERT FOR CONTINUATION

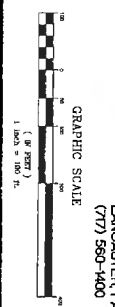
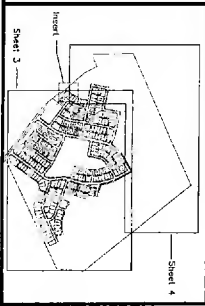
LEGEND

- PROPERTY LINE
- 10' EXISTING CORRIDOR
- EXISTING CORRIDOR
- EXISTING BOX OF PAVE
- EXISTING STRUCTURE (TYP)
- WATER PERMIT BOUNDARY
- PRE-DEVELOPMENT DRAINAGE AREA
- EXISTING STORM DRAIN LINE
- EXISTING STORM DRAIN MANHOLE
- EXISTING STORM DRAIN PVE
- SEE POWER AND TELECOM PLAN
- SEE 501

AREA COVERED UNDER SPECIAL PERMIT PERMIT AND THAT IS GREYER THAN THE SURROUNDING AREA



SEE SHEET 4 FOR CONTINUATION



NOTE:

1. THE EXISTING FEATURES REFERENCED ON THIS PLAN ARE SHOWN FOR A SURETY COMMITTED TO BE ACCURATE. THE ENGINEER HAS CONDUCTED VISUAL VERIFICATION OF THE INFORMATION FROM THE PLAN.
2. DRAINAGE CORRIDORS SHOWN ON THIS PLAN REPRESENT THE EXISTING DRAINAGE CORRIDORS AND ARE NOT TO BE CONSIDERED AS A GUARANTEE OF FUTURE PERFORMANCE.
3. THE ENGINEER HAS CONDUCTED VISUAL VERIFICATION OF THE INFORMATION FROM THE PLAN.
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SITE ADDRESS:
 10 WOODS DRIVE
 MECHANICSBURG,
 PA 17050

OWNER / DEVELOPER:
 CHARTER HOKES AT WALDEN INC.
 180 DELL ENVILLE ROAD
 LANCASTER, PA 17601
 (717) 580-1400

NO.	DATE	DESCRIPTION	BY



PROJECT NO.
 SHEET NO. 3 of 17

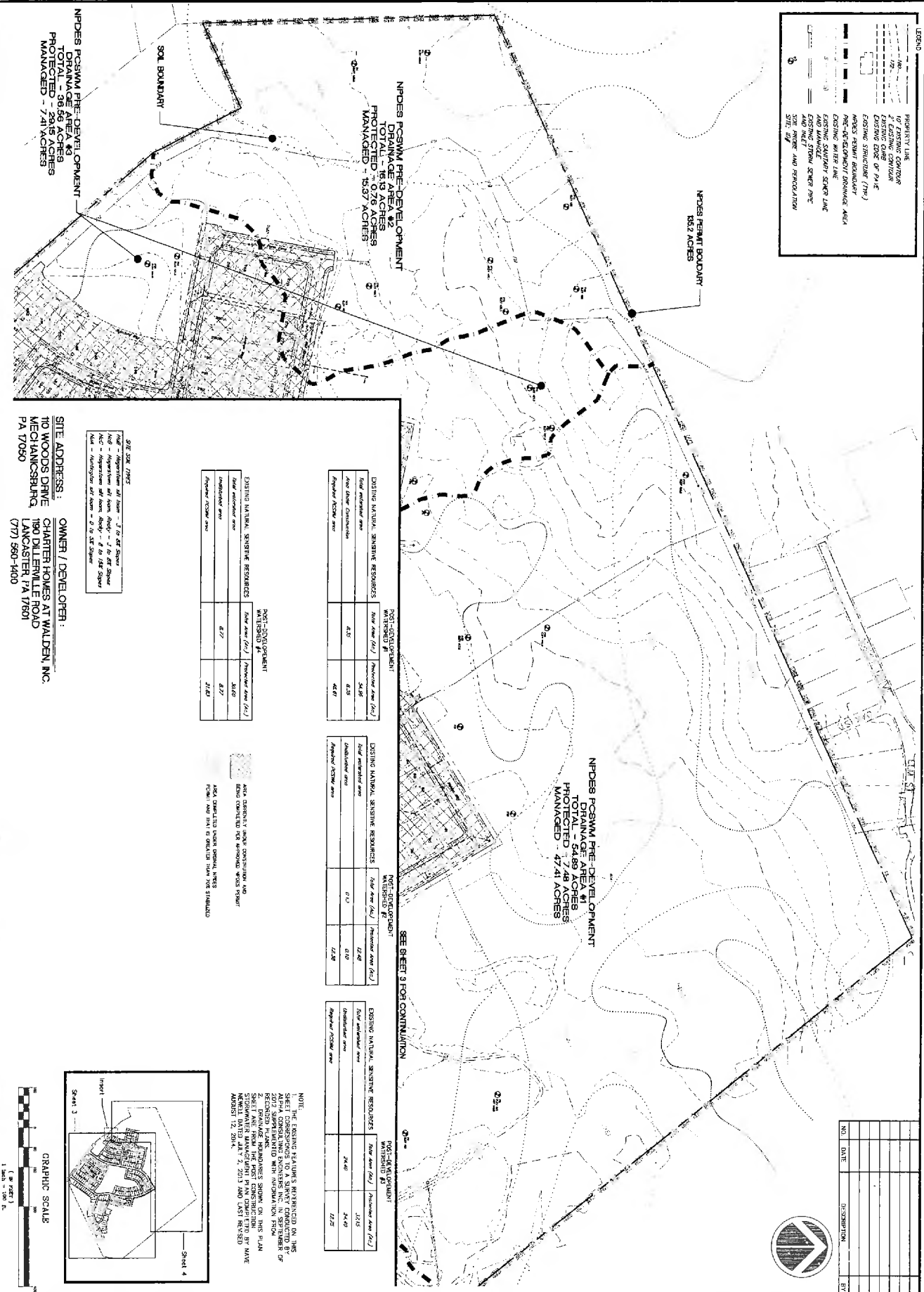
POST CONSTRUCTION STORMWATER MANAGEMENT PLAN
 MINOR AMENDMENT TO PA103274002
 SENSITIVE RESOURCES MAP
WALDEN
 SILVER SPRING TOWNSHIP, GUMBERLAND COUNTY, PENNSYLVANIA

ALPHA
 ALPHA CONSULTING ENGINEERS, INC.
 PLANNING & ENGINEERING & SURVEYING
 15 LIMEKILN RD., P.O. BOX 10
 NEW CUMBERLAND, PA 17070
 PHONE: (717) 770-2500
 FAX: (717) 770-2400
 WWW.ALPHACOE.COM

DESIGN:	CB
DRAWN:	CB
CHECKED:	RAC
DATE:	12-24-2014

LEGEND

- PROPERTY LINE
- EXISTING CONDUIT
- EXISTING CURB OR PAVE
- EXISTING STRUCTURE (TYP)
- PROPOSED STRUCTURE
- PROPOSED WATER LINE
- PROPOSED SWASTITY SCOUR LINE
- EXISTING STORM SEWER PIPE AND INLET
- PROPOSED AND REMOVAL



SITE ADDRESS:
 CHARTER HOMES AT WALDEN, INC.
 190 DILLEMILLE ROAD
 LANCASTER, PA 17601
 (717) 590-1400

OWNER / DEVELOPER:
 CHARTER HOMES AT WALDEN, INC.
 190 DILLEMILLE ROAD
 LANCASTER, PA 17601
 (717) 590-1400

EXISTING NATURAL SENSITIVE RESOURCES

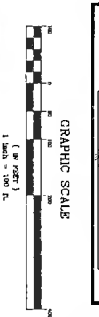
Resource	Acres	Acres	Acres
Wetland	4.15	4.15	4.15
Wetland	4.15	4.15	4.15
Wetland	4.15	4.15	4.15

EXISTING NATURAL SENSITIVE RESOURCES

Resource	Acres	Acres	Acres
Wetland	7.12	7.12	7.12
Wetland	7.12	7.12	7.12
Wetland	7.12	7.12	7.12

EXISTING NATURAL SENSITIVE RESOURCES

Resource	Acres	Acres	Acres
Wetland	24.40	24.40	24.40
Wetland	24.40	24.40	24.40
Wetland	24.40	24.40	24.40



PROJECT NO.
 190 DILLEMILLE ROAD
 LANCASTER, PA 17601
 (717) 590-1400

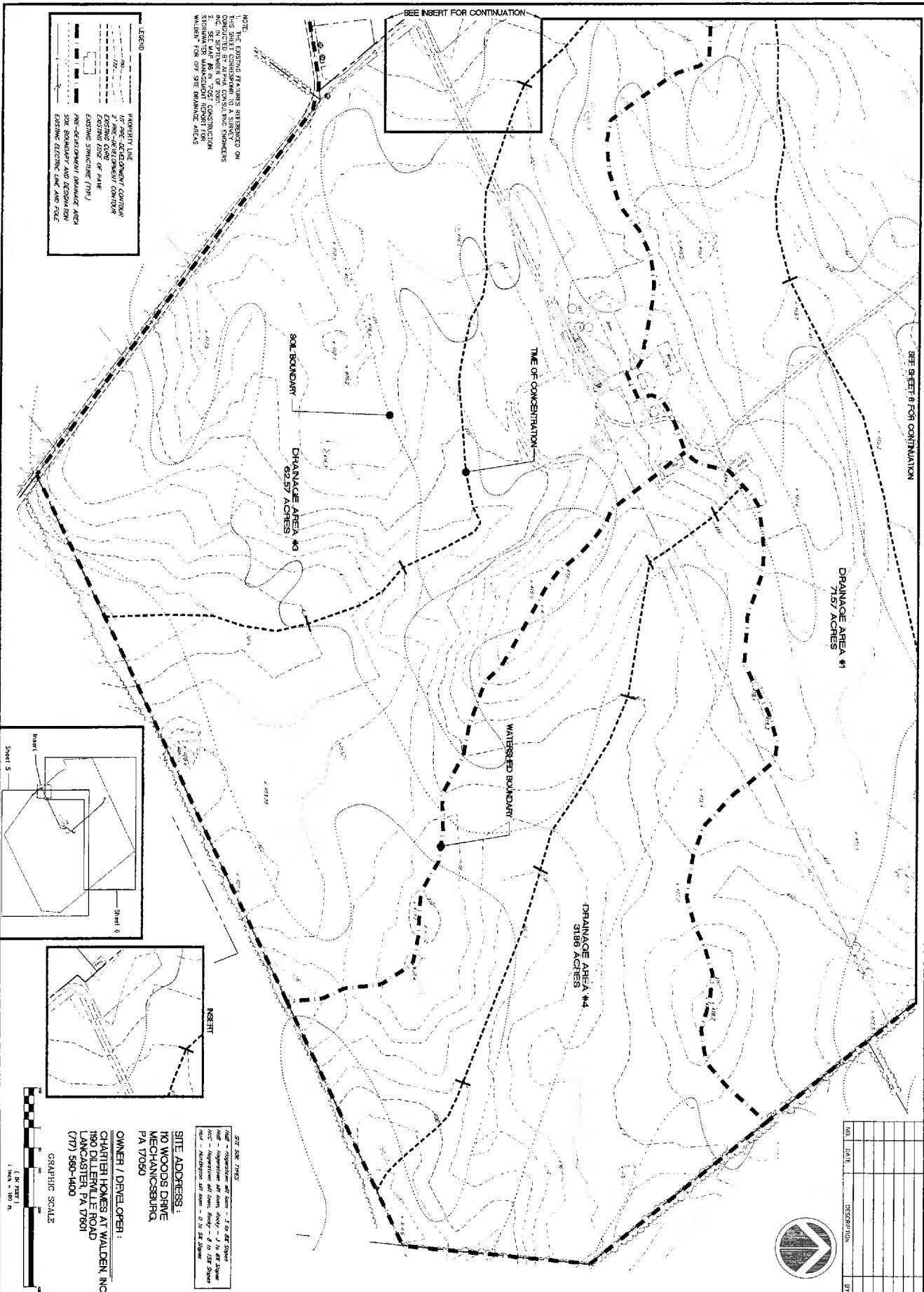
POST CONSTRUCTION STORMWATER MANAGEMENT PLAN
 MINOR AMENDMENT TO PA03214002
SENSITIVE RESOURCES MAP
WALDEN
 SILVER SPRING TOWNSHIP, CUMBERLAND COUNTY, PENNSYLVANIA

ALPHA
 ALPHA CONSULTING ENGINEERS, INC.
 PLANNING & ENGINEERING & SURVEYING
 116 LIMEKILN RD., P.O. BOX "G"
 NEW CUMBERLAND, PA 17070
 PHONE (717) 770-2500
 FAX (717) 770-2400
 WWW.ALPHACON.COM

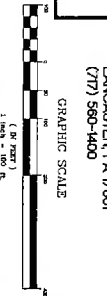
NO.	DATE	DESCRIPTION	BY

DESIGN: C&B
DRAWN: C&B
CHECKED: S&C
DATE: 12-24-2014

SHEET 4 of **17**



NO.	DATE	DESCRIPTION	BY



SITE ADDRESS:
 180 WOODS DRIVE
 MECHANICSBURG
 PA 17050

OWNER / DEVELOPER:
 CHARTER HOMES AT WALDEN, INC.
 180 DILLERWILE ROAD
 LANCASTER, PA 17601
 (717) 560-1400

SHEET SCALE:
 1" = 100' ±

POST CONSTRUCTION STORMWATER MANAGEMENT PLAN
 MINOR AMENDMENT TO PA03214002
 PRE-DEVELOPMENT DRAINAGE AREA MAP
WALDEN
 SILVER SPRING TOWNSHIP, CUMBERLAND COUNTY, PENNSYLVANIA

SCALE

SCALE

ALPHA
 ALPHA CONSULTING ENGINEERS, INC.

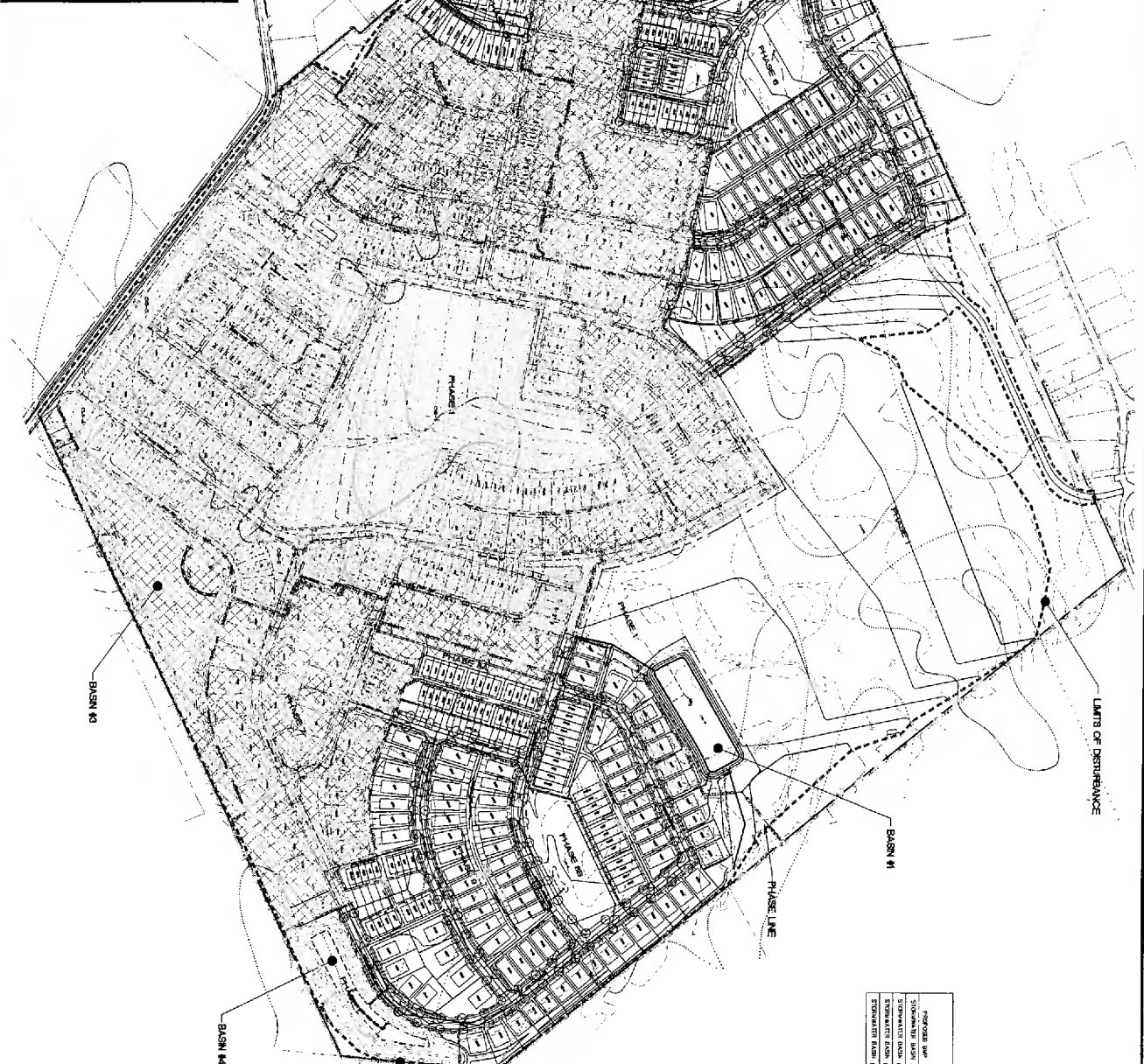
FLANNING • ENGINEERING • SURVEYING
 15 LIMEKILN RD., P.O. BOX 91
 NEW CUMBERLAND, PA 17070
 PHONE: (717) 770 - 8200
 FAX: (717) 770 - 2400
 WWW.ALPHACON.COM

REVISION	DATE	DESCRIPTION

PROJECT NO.
 SHEET NO. 5 of 17
 DATE: 12-24-2014

LEGEND

	PROPOSED STRUCTURE (TYP)
	PROPOSED CONTOUR
	EXISTING CONTOUR
	PROPOSED EDGE OF PAVE
	EXISTING EDGE OF PAVE
	PROPOSED STORM SEWER PIPE
	EXISTING STORM SEWER PIPE
	PROPOSED STRUCTURE AND INLET
	EXISTING STRUCTURE AND INLET
	PROPOSED WATER LINE
	EXISTING WATER LINE
	PROPOSED MANHOLE
	EXISTING MANHOLE
	PROPOSED EASEMENT
	EXISTING EASEMENT
	PROPOSED RIGHT OF WAY
	EXISTING RIGHT OF WAY
	PROPOSED BOUNDARY
	EXISTING BOUNDARY
	PROPOSED PHASE LINE
	EXISTING PHASE LINE
	PROPOSED PROPERTY LINE
	EXISTING PROPERTY LINE



GRAPHIC SCALE

1" = 50' 0"

1" = 100' 0"

1" = 200' 0"

1" = 400' 0"

1" = 800' 0"

1" = 1600' 0"

NOTES

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE PENNSYLVANIA DEPARTMENT OF ENVIRONMENTAL PROTECTION (PA DEP) REGULATIONS AND THE FEDERAL REGULATIONS (40 CFR) PART 122.

2. THE DESIGNER HAS CONDUCTED VISUAL INSPECTIONS OF THE SITE AND HAS FOUND NO OBVIOUS OBSTRUCTIONS TO THE PROPOSED CONSTRUCTION.

3. THE DESIGNER HAS CONDUCTED VISUAL INSPECTIONS OF THE SURROUNDING AREA AND HAS FOUND NO OBVIOUS OBSTRUCTIONS TO THE PROPOSED CONSTRUCTION.

SITE ADDRESS:
 170 WOODS DRIVE
 MECHANICSBURG, PA 17050

OWNER / DEVELOPER:
 CHARTER HOMES AT WALDEN, INC.
 1790 DILLERVALE ROAD
 LANCASTER, PA 17601
 (717) 560-1400

NO.	DATE	DESCRIPTION	BY

PROPOSED BASIN #	APPROXIMATE DRAINAGE AREA (ACRES)	APPROXIMATE CONCENTRATION TIME (MIN)	APPROXIMATE PEAK FLOW (MGD)
STORMWATER BASIN #1	1.5	20	0.15
STORMWATER BASIN #2	2.0	25	0.20
STORMWATER BASIN #3	3.0	30	0.30
STORMWATER BASIN #4	4.0	35	0.40

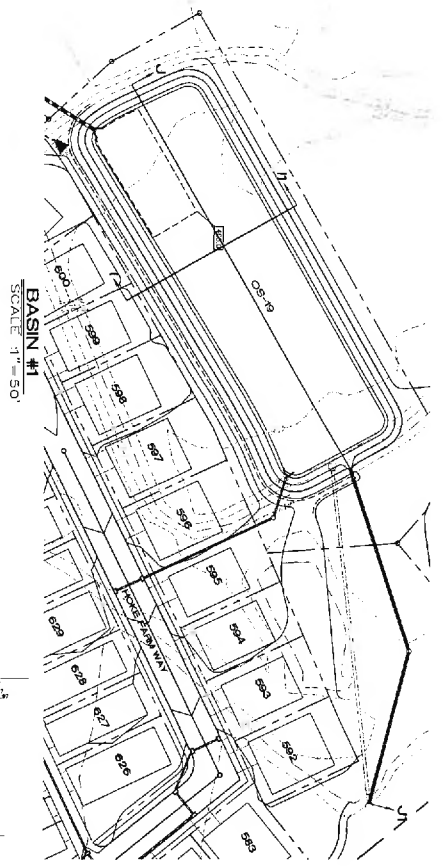
PROJECT NO. _____
 SHEET NO. **7** OF **17**

POST CONSTRUCTION STORMWATER MANAGEMENT PLAN
 MINOR AMENDMENT TO PA103214002
OVERALL SITE PLAN
WALDEN
 SILVER SPRING TOWNSHIP, CUMBERLAND COUNTY, PENNSYLVANIA

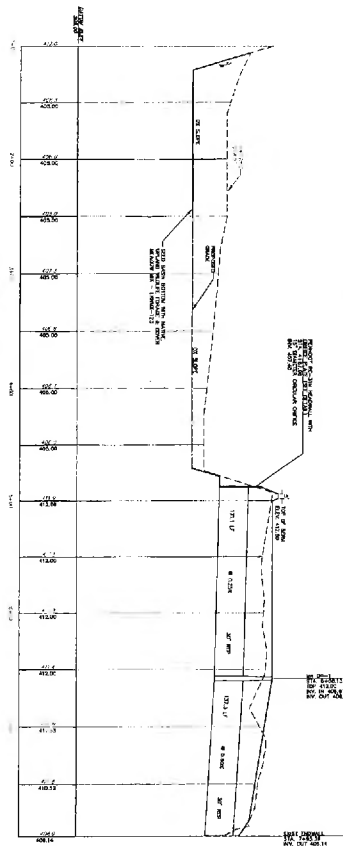
ALPHA
 ALPHA CONSULTING ENGINEERS, INC.

PLANNING • ENGINEERING • SURVEYING
 16 LIMEKILN RD., P.O. BOX 101
 NEW CLARKEVILLE, PA 17070
 PHONE: (717) 770-2500
 FAX: (717) 770-2501
 WWW.ALPHACELIUM.COM

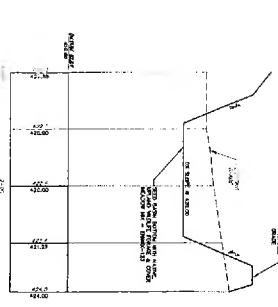
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 CHECKED: PAC
 DATE: 12-24-2014



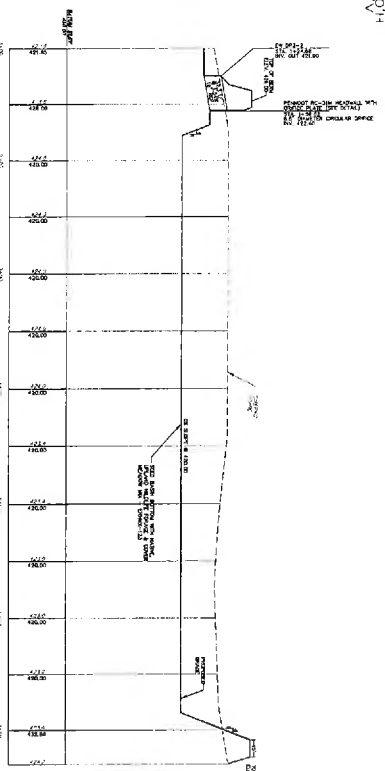
BASIN #1
SCALE: 1"=50'



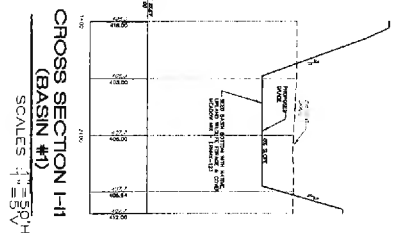
CROSS SECTION J-J1
(BASIN #1)
SCALE: 1"=50'



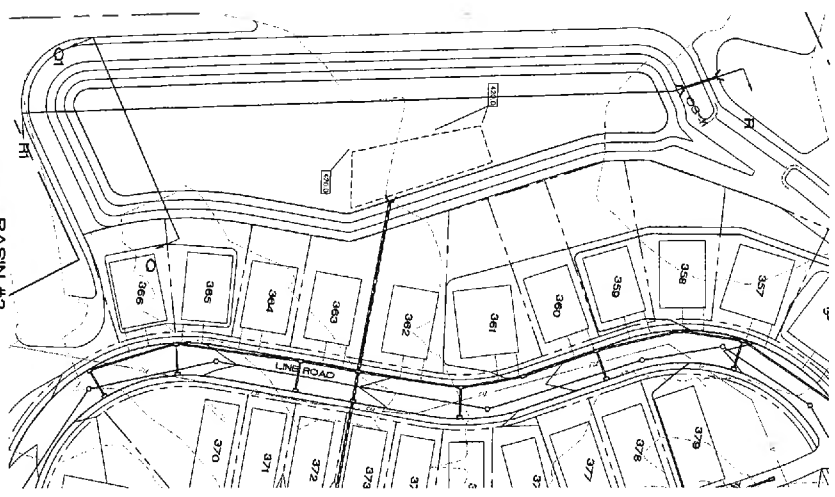
CROSS SECTION O-O1
(BASIN #2)
SCALE: 1"=50'



CROSS SECTION R-R1
(BASIN #2)
SCALE: 1"=50'



CROSS SECTION I-I1
(BASIN #1)
SCALE: 1"=50'



BASIN #2
SCALE: 1"=50'

NO.	DATE	DESCRIPTION	BY



ALPHA
ALPHA CONSULTING ENGINEERS, INC.

PLANNING • ENGINEERING • SURVEYING
110 LIMEKILN RD. P.O. BOX 12
NEW CUMBERLAND, PA 17070
PHONE: (717) 770-2500
FAX: (717) 770-2400
WWW.ALPHACEL.COM

SEAL

SEAL

POST CONSTRUCTION STORMWATER MANAGEMENT PLAN
MINOR AMENDMENT TO PA03214002

WALDEN

SILVER SPRING TOWNSHIP, CLIMBERLAND COUNTY, PENNSYLVANIA

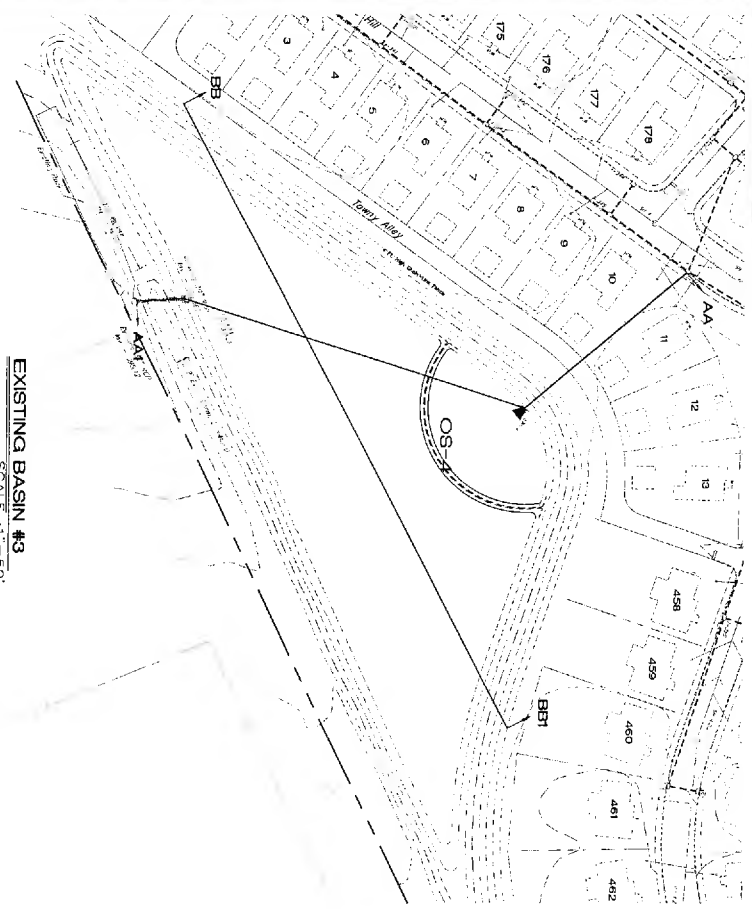
PROJECT NO. _____
SHEET NO. _____

OWNER / DEVELOPER:
CHARTER HOMES AT WALDEN, INC.
10 WOODS DRIVE
MECHANICSBURG, PA 17050
(717) 560-4400

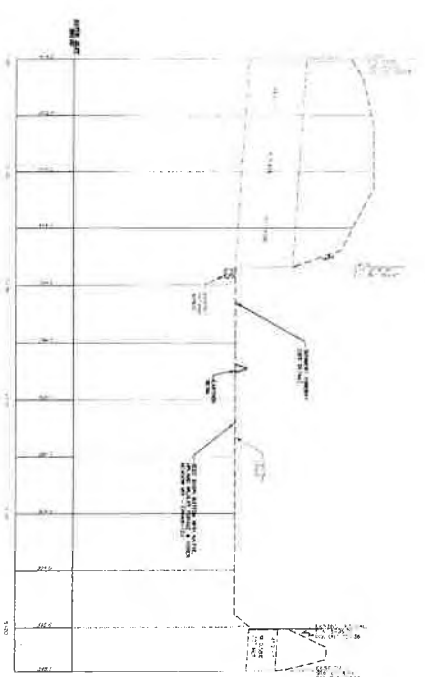
DATE: 12-24-2014

DRAWN: CJB
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SCALE: AS NOTED

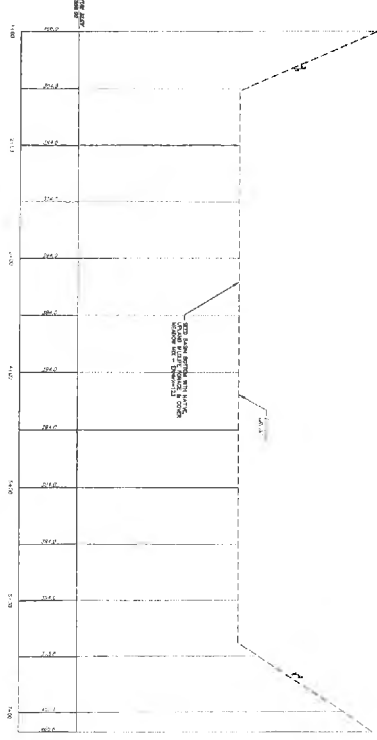
SHEET 14 of 17



EXISTING BASIN #3
SCALE: 1" = 50'



CROSS SECTION AA-AA1
(EXISTING BASIN #3)
SCALE: 1" = 50'



CROSS SECTION BB-BB1
(EXISTING BASIN #3)
SCALE: 1" = 50'

NO.	DATE	DESCRIPTION	BY



SITE ADDRESS :
110 WOODS DRIVE
MECHANICSBURG,
PA 17050

OWNER / DEVELOPER :
CHARTER HOMES AT WALDEN, INC.
1890 DILLERVILLE ROAD
LANCASTER, PA 17601
(717) 560-1400

PROJECT NO.
DATE
SCALE: AS SHOWN
SHEET 15 of 17

POST-CONSTRUCTION STORMWATER MANAGEMENT PLAN
MINOR AMENDMENT TO PA03214002
SWMF CROSS SECTIONS
WALDEN
SILVER SPRING TOWNSHIP, CUMBERLAND COUNTY, PENNSYLVANIA

ALPHA
ALPHA CONSULTING ENGINEERS, INC.

PLANNING • ENGINEERING • SURVEYING
115 LIMSKILN RD., P.O. BOX 37
NEW CUMBERLAND, PA 17070
PHONE: (717) 770-2500
FAX: (717) 770-2400
WWW.ALPHA-CE.COM

DESIGNER: C.E.B.
DRAWN: C.E.B.
CHECKED: C.E.B.
DATE: 12-24-2014



MAR 18 2013

3

Cumberland County Tax Parcel 38-07-0459-020

**OPERATION AND MAINTENANCE AGREEMENT
STORMWATER MANAGEMENT BEST MANAGEMENT PRACTICES (SWM BMPs)**

13404
[Signature]

THIS AGREEMENT, made and entered into this 15th day of March 2013, by and between, Charter Homes at Walden, Inc. (hereinafter the "Landowner"), and Silver Spring Township, Cumberland County, Pennsylvania, (hereinafter "Township") ;

WITNESSETH

WHEREAS, the Landowner is the owner of certain real property as recorded by deed in the land records of Cumberland County, Pennsylvania, Deed Book 270 at Page 1056, (hereinafter "Property").

WHEREAS, the Landowner is proceeding to build and develop the Property; and

WHEREAS, the SWM BMP Operation and Maintenance Plan approved by the Township (hereinafter referred to as the "Plan") for the property identified herein, which is attached hereto as Appendix A and made part hereof, as approved by the Township, provides for management of stormwater within the confines of the Property through the use of BM Ps; and

WHEREAS, the Township, and the Landowner, his successors and assigns, agree that the health, safety, and welfare of the residents of the Township and the protection and maintenance of water quality require that on-site SWM BMPs be constructed and maintained on the Property; and

WHEREAS, the Township requires, through the implementation of the SWM Site Plan, that SWM BMPs as required by said Plan and the Municipal Stormwater Management Ordinance be constructed and adequately operated and maintained by the Landowner, successors and assigns.

NOW, THEREFORE, in consideration of the foregoing promises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. The Landowner shall construct the BMPs in accordance with the plans and specifications identified in the SWM Site Plan.
2. The Landowner shall operate and maintain the BMPs as shown on the Plan in good working order in accordance with the specific maintenance requirements noted on the approved SWM Site Plan.
3. The Landowner hereby grants permission to the Township, its authorized agents and employees, to enter upon the property, at reasonable times and upon presentation of proper credentials, to inspect the BMPs whenever necessary. Whenever possible, the Township shall notify the Landowner prior to entering the property.
4. In the event the Landowner fails to operate and maintain the BMPs per paragraph 2, the Township or its representatives may enter upon the Property and take whatever action is deemed necessary to maintain said BMP(s). It is expressly understood and agreed that the Township is under no obligation to maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on the Township.
5. In the event the Township, pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the

like, the Landowner shall reimburse the Township for all expenses (direct and indirect) incurred within 10 days of receipt of invoice from the Township.

- 6. The intent and purpose of this Agreement is to ensure the proper maintenance of the onsite BMPs by the Landowner; provided, however, that this Agreement shall not be deemed to create or effect any additional liability of any party for damage alleged to result from or be caused by stormwater runoff.
- 7. The Landowner, its executors, administrators, assigns, and other successors in interests, shall release the Township from all damages, accidents, casualties, occurrences or claims which might arise or be asserted against said employees and representatives from the construction, presence, existence, or maintenance of the BMP(s) by the Landowner or Township. .
- 8. The Landowner shall inspect the BMPs at a minimum of once annually for the first five (5) years and once every three (3) years thereafter to ensure their continued functioning and provide a report to the Township.

This Agreement shall be recorded at the Office of the Recorder of Deeds of Cumberland County, Pennsylvania, and shall constitute a covenant running with the Property and/or equitable servitude, and shall be binding on the Landowner, his administrators, executors, assigns, heirs and any other successors in interests, in perpetuity.

ATTEST:

WITNESS the following signatures and seals:

(SEAL)



For the Township:

Theresa Eberly

For the Landowner:

Jason Grupe
Jason Grupe, Vice President
Charter Homes at Walden, Inc.

Silver Spring (Township)

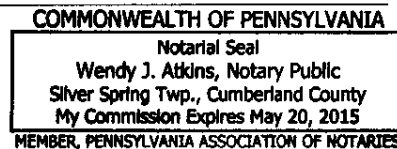
County of Cumberland, Pennsylvania

I, Wendy J. Atkins, a Notary Public in and for the County and Commonwealth aforesaid, whose commission expires on the 20 day of May, 2015 do hereby certify that Theresa Eberly signed to the foregoing Agreement bearing date of the 15 day of March, 2013, has acknowledged the same before me in my said County and Commonwealth.

GIVEN UNDER MY HAND THIS 16 day of April, 2013

Wendy J. Atkins
NOTARY PUBLIC

(SEAL)



ATTEST:

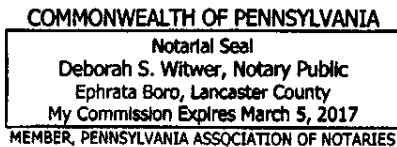
Manheim Township
County of Lancaster, Pennsylvania

I, Deborah S. Witwer, a Notary Public in and for the County and Commonwealth aforesaid, whose commission expires on March 5th, 2017, do hereby certify that Jason Grupe, whose name is signed to the foregoing Agreement bearing the date of the 15th day of March, 2013 has acknowledged the same before me in my said County and Commonwealth.

GIVEN UNDER MY HAND THIS 8th day of April, 2013.

Deborah S. Witwer
NOTARY PUBLIC

(SEAL)



**ROBERT P. ZIEGLER
RECORDER OF DEEDS
CUMBERLAND COUNTY
1 COURTHOUSE SQUARE
CARLISLE, PA 17013
717-240-6370**



**Instrument Number - 201313404
Recorded On 4/25/2013 At 11:49:57 AM**

*** Total Pages - 4**

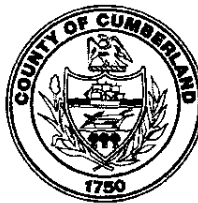
*** Instrument Type - AGREEMENT
Invoice Number - 135190 User ID - SW
* Grantor - CHARTER HOMES AT WALDEN INC
* Grantee - SILVER SPRING TWP
* Customer - CHARTER HOMES**

*** FEES**

STATE WRIT TAX	\$0.50
RECORDING FEES -	\$11.50
RECORDER OF DEEDS PARCEL CERTIFICATION FEES	\$10.00
COUNTY ARCHIVES FEE	\$2.00
ROD ARCHIVES FEE	\$3.00
TOTAL PAID	\$27.00

**Certification Page
DO NOT DETACH
This page is now part
of this legal document.**

**I Certify this to be recorded
in Cumberland County PA**



Robert P. Ziegler
RECORDER OF DEEDS

*** - Information denoted by an asterisk may change during
the verification process and may not be reflected on this page.**





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OPERATION AND MAINTENANCE AGREEMENT
STORMWATER MANAGEMENT BEST MANAGEMENT PRACTICES (SWM BMPs)

THIS AGREEMENT, made and entered into this day ~~19th~~ ^{19th} of ~~March~~ ^{January}, 2015, by and between Charter Homes at Walden, Inc. (hereinafter the "Landowner"), and Sliver Spring Township, Cumberland County, Pennsylvania, (hereinafter "Township");

WITNESSETH

WHEREAS, the Landowner is the owner of certain real property as recorded by deed in the land records of Cumberland County, Pennsylvania, at Deed Book 278, Page 3622 and as depicted as Tract B-1 on the subdivision plan recorded at Plan Book 93, Page 119 (hereinafter "Property"); and

WHEREAS, the Landowner is proceeding to build and develop the Property; and

WHEREAS, the SWM BMP Operation and Maintenance Plan approved by the Township as part of the plan designated as "Revised Preliminary Subdivision Plan – Phases 2B, 4, 5A, 6, 8A, 8B and 9 and Final Subdivision Plan – Phases 2B, 4, 5A, & 8A – Walden," dated November 14, 2014, last revised January 16, 2015 (hereinafter referred to as the "SWM Site Plan") for the Property identified herein, which is attached hereto as Appendix A and made part hereof, as approved by the Township, provides for management of stormwater within the confines of the Property through the use of BMPs; and

WHEREAS, the Township, and the Landowner, his successors and assigns, agree that the health, safety, and welfare of the residents of the Township and the protection and maintenance of water quality require that on-site SWM BMPs be constructed and maintained on the Property; and

WHEREAS, the Township requires, through the implementation of the SWM Site Plan, that SWM BMPs as required by said SWM Site Plan and the Municipal Stormwater Management Ordinance be constructed and adequately operated and maintained by the Landowner, successors and assigns.

NOW, THEREFORE, in consideration of the foregoing promises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. The Landowner shall construct the BMPs in accordance with the plans and specifications identified in the SWM Site Plan.
2. The Landowner shall operate and maintain the BMPs as shown on the Plan in good working order in accordance with the specific maintenance requirements noted on the approved SWM Site Plan.
3. The Landowner hereby grants permission to the Township, its authorized agents and employees, to enter upon the property, at reasonable times and upon presentation of proper credentials, to inspect the BMPs whenever necessary. Whenever possible, the Township shall notify the Landowner prior to entering the property.
4. In the event the Landowner fails to operate and maintain the BMPs per paragraph 2, the Township or its representatives may enter upon the Property and take whatever action is deemed necessary to maintain said BMP(s). It is expressly understood and agreed that the Township is under no obligation to maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on the Township.
5. In the event the Township, pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor,

use of equipment, supplies, materials, and the like, the Landowner shall reimburse the Township for all expenses (direct and indirect) incurred within 10 days of receipt of invoice from the Township.

- 6. The intent and purpose of this Agreement is to ensure the proper maintenance of the onsite BMPs by the Landowner; provided, however, that this Agreement shall not be deemed to create or effect any additional liability of any party for damage alleged to result from or be caused by Stormwater runoff.
- 7. The Landowner, its executors, administrators, assigns, and other successors in interests, shall release the Township from all damages, accidents, casualties, occurrences or claims which might arise or be asserted against said employees and representatives from the construction, presence, existence, or maintenance of the BMP(s) by the Landowner or Township.
- 8. The Landowner shall inspect the BMPs at a minimum of once annually for the first five (5) years and once every three (3) years thereafter to ensure their continued functioning and provide a report to the Township.

This Agreement shall be recorded at the Office of the Recorder of Deeds of Cumberland County, Pennsylvania, and shall constitute a covenant running with the Property and/or equitable servitude, and shall be binding on the Landowner, his administrators, executors, assigns, heirs and any other successors in interests, in perpetuity.

ATTEST:

WITNESS the following signatures and seals:

(SEAL)

For the Township:

Theresa Eberly
Theresa Eberly, Twp. Manager

For the Landowner:

Jason Grupe
Jason Grupe
Vice President

ATTEST:

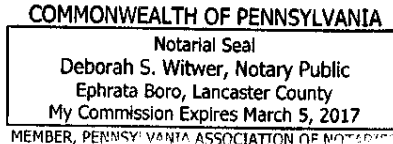
County of ~~Cumberland~~ Lancaster
Commonwealth of Pennsylvania

I, Deborah S. Witwer a Notary Public in and for the County and Commonwealth aforesaid, whose commission expires on the 5th day of March, 2017, do hereby certify that Jason Grupe signed to the foregoing Agreement bearing date of the 19th day of January, 2015, has acknowledged the same before me in my said County and Commonwealth.

GIVEN UNDER MY HAND THIS 19th day of January, 2015.

Deborah S. Witwer
NOTARY PUBLIC

(SEAL)



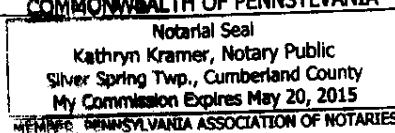
ATTEST:

County of Cumberland
Commonwealth of Pennsylvania

I, Kathryn Kramer a Notary Public in and for the County and Commonwealth aforesaid, whose commission expires on the 26th day of March, 2015, do hereby certify that Theresa Eberly signed to the foregoing Agreement bearing date of the 20th day of May, 2015, has acknowledged the same before me in my said County and Commonwealth.

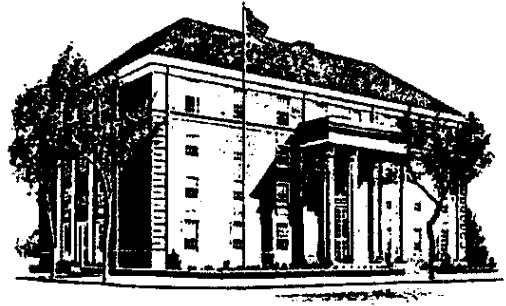
GIVEN UNDER MY HAND THIS 26th day of March COMMONWEALTH OF PENNSYLVANIA

Kathryn Kramer
NOTARY PUBLIC



(SEAL)

**TAMMY SHEARER
RECORDER OF DEEDS
CUMBERLAND COUNTY
1 COURTHOUSE SQUARE
CARLISLE, PA 17013
717-240-6370**



Instrument Number - 201511501

Recorded On 5/15/2015 At 10:55:25 AM

*** Total Pages - 8**

*** Instrument Type - AGREEMENT**

Invoice Number - 183642 User ID - KW

*** Grantor - CHARTER HOMES AT WALDEN INC**

*** Grantee - SILVER SPRING TWP**

*** Customer - SILVER SPRING TWP**

*** FEES**

STATE WRIT TAX	\$0.50
RECORDING FEES -	\$17.50
RECORDER OF DEEDS PARCEL CERTIFICATION FEES	\$15.00
COUNTY ARCHIVES FEE	\$2.00
ROD ARCHIVES FEE	\$3.00
TOTAL PAID	\$38.00

Certification Page
DO NOT DETACH
**This page is now part
of this legal document.**

**I Certify this to be recorded
in Cumberland County PA**



A handwritten signature in black ink, appearing to read 'T Shearer'.

RECORDER OF DEEDS

*** - Information denoted by an asterisk may change during
the verification process and may not be reflected on this page.**



Return to:
Silver Spring Township
8 Flowers Drive
Mechanicsburg, PA 17055

9

Cumberland County Tax Parcel 38-07-0459-~~020~~ 771

**FIRST AMENDMENT TO OPERATION AND MAINTENANCE AGREEMENT
STORMWATER MANAGEMENT BEST MANAGEMENT PRACTICES (SWM BMPs)**

10559
Silver Spring
4



THIS AMENDMENT TO AGREEMENT, made and entered into this 23rd day of March 2017, by and between, Charter Homes at Walden, Inc. (hereinafter the "Landowner"), and Silver Spring Township, Cumberland County, Pennsylvania (hereinafter "Township") ;

WITNESSETH

WHEREAS, the Landowner is the owner of certain real property as recorded by deed in the land records of Cumberland County, Pennsylvania, Deed Book 278, Page 3622 and as depicted as Tract B-1 on the subdivision plan recorded at Plan Book 93, Page 119 (hereinafter "Property").

WHEREAS, the Landowner has built and developed portions of the Property and is proceeding to build and develop additional portions of the Property, all being part of one development referred to as "Walden" (hereinafter "Development"); and

WHEREAS, the Landowner and Township previously entered into an Operation and Maintenance Agreement, Stormwater Management Best Management Practices Agreement, dated January 19, 2015 (the "2015 O&M Agreement"), for Phases 2B, 4, 5A, 6, 8A, 8B and 9 of the Development, as designated on the plan entitled "Revised Preliminary Subdivision Plan – Phases 2B, 4, 5A, 6, 8A, 8B and 9 and Final Subdivision Plan – Phases 2B, 4, 5A, & 8A – Walden," dated November 14, 2014, last revised January 16, 2015; and

WHEREAS, the Township and Developer wish to amend the 2015 O&M Agreement solely as it applies to Phases 8B and 9 of the Development to account for changes depicted on the preliminary/final subdivision plan, entitled "Revised Preliminary/Final Subdivision Plan – Phases 8B and 9 – Walden," dated December 15, 2016, last revised March 9, 2017 (hereinafter referred to as the "Site Plan"), which pages one and five of said Site Plan are attached hereto as Appendix A and made part hereof, as approved by the Township, that provides for revised roadway and storm sewer locations within the confines of Phases 8B and 9 of the Development; and

WHEREAS, the Township, and the Landowner, his successors and assigns, agree that the health, safety, and welfare of the residents of the Township and the protection and maintenance of water quality require that on-site SWM BMPs be constructed and maintained on the Property; and

WHEREAS, the Township requires, through the implementation of the SWM Site Plan, referred to in the 2015 O&M Agreement, that SWM BMPs as required by said SWM Site Plan and the Municipal Stormwater Management Ordinance be constructed and adequately operated and maintained by the Landowner, successors and assigns.

NOW, THEREFORE, in consideration of the foregoing promises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. No section of the 2015 O&M Agreement is modified by this Amendment except that the locations of roadways and storm sewers as contemplated in the 2015 O&M Agreement are modified within Phases 8B and 9 of the Development as depicted on the Site Plan attached hereto as Appendix A.

2. The intent and purpose of this Amendment is to ensure the proper maintenance of the onsite BMPs by the Landowner; provided, however, that this Amendment shall not be deemed to create or effect any additional liability of any party for damage alleged to result from or be caused by stormwater runoff.

This Amendment shall be recorded at the Office of the Recorder of Deeds of Cumberland County, Pennsylvania, and shall constitute a covenant running with the Property and/or equitable servitude, and shall be binding on the Landowner, his administrators, executors, assigns, heirs and any other successors in interests, in perpetuity.

ATTEST:

WITNESS the following signatures and seals:

Heborah Skutumpah

(SEAL)

For the Landowner:

Jason Blum
Jason Blum CFO

For the Township:

Theresa Eberly
Theresa Eberly, Township Manager

ATTEST:

Thomas Allison (Township)

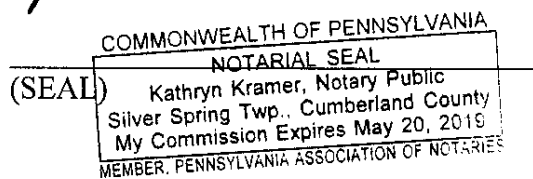
Township Acknowledgment

County of Cumberland, Pennsylvania

I, Kathryn Kramer, a Notary Public in and for the County and Commonwealth aforesaid, whose commission expires on the 20th day of May, 2019 do hereby certify that whose name(s)* is/are signed to the foregoing Agreement bearing date of the 23rd day of March, 2017, has acknowledged the same before me in my said County and Commonwealth. * Theresa Eberly

GIVEN UNDER MY HAND THIS 18th day of April, 2017

Kathryn Kramer
NOTARY PUBLIC



Developer Acknowledgment

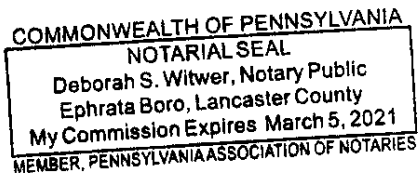
County of Lancaster, Pennsylvania

I, Deborah S. Witwer, a Notary Public in and for the County and Commonwealth aforesaid, whose commission expires on the 5th day of March, 2021 do hereby certify that whose name(s)* is/are signed to the foregoing Agreement bearing date of the 23rd day of March, 2017, has acknowledged the same before me in my said County and Commonwealth. * Jason Papp
CFO

GIVEN UNDER MY HAND THIS 23rd day of March, 2017

Deborah S. Witwer
NOTARY PUBLIC

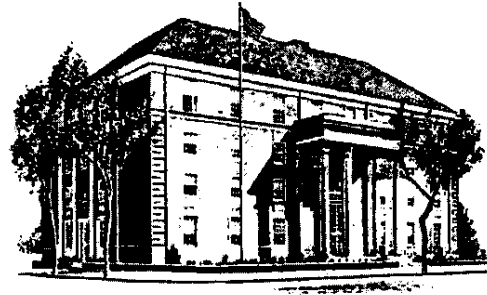
(SEAL)



Appendix A

**[INSERT PAGES 1 AND 5 OF THE REVISED PRELIMINARY/FINAL
SUBDIVISION PLAN – PHASES 8B AND 9 – WALDEN,
DATED DECEMBER 15, 2016, LAST REVISED MARCH 9, 2017]**

**TAMMY SHEARER
RECORDER OF DEEDS
CUMBERLAND COUNTY
1 COURTHOUSE SQUARE
CARLISLE, PA 17013
717-240-6370**



**Instrument Number - 201710559
Recorded On 5/1/2017 At 3:01:22 PM**

*** Total Pages - 10**

*** Instrument Type - AMENDMENT
Invoice Number - 230161 User ID - SW
* Grantor - CHARTER HOMES AT WALDEN INC
* Grantee - SILVER SPRING TWP
* Customer - SILVER SPRING TWP**

*** FEES**

STATE WRIT TAX	\$0.50
RECORDING FEES - RECORDER OF DEEDS	\$21.50
PARCEL CERTIFICATION FEES	\$15.00
COUNTY ARCHIVES FEE	\$2.00
ROD ARCHIVES FEE	\$3.00
TOTAL PAID	\$42.00

Certification Page

DO NOT DETACH

**This page is now part
of this legal document.**

**I Certify this to be recorded
in Cumberland County PA**



A handwritten signature in black ink, appearing to read "T Shearer".

RECORDER OF DEEDS

*** - Information denoted by an asterisk may change during
the verification process and may not be reflected on this page.**

