

Walden Maintenance Summary

The following information is current as of April 1, 2015

All information is based on the content of the

Declaration of Covenants, Restrictions, Easements and Establishment of Homeowners Association for Walden, a Planned Community in Silver Spring Township, Cumberland County, Pennsylvania, as amended ("Declaration").

All information is subject to change as permitted in accordance with the terms of the Declaration.

Maintenance Responsibilities	Single Family Homes	Town Homes
Lawn care - grass mowing, fertilization, and reasonably practical weed control: Town Homes: only accessible areas of all yards.	Homeowner	Association
Town Homes: trimming, weeding, fertilization of trees, shrubs and planting beds planted by builder or by the Association - except within inaccessible areas. Single Family Homes: all trimming, weeding, fertilization of trees, shrubs and planting beds.	Homeowner	Association
Plantings, flowers, and shrubs planted by the Homeowner.	Homeowner	Homeowner
Maintenance of Common Facilities and Controlled Facilities: ¹ • All common open spaces within the community - including parks and recreational facilities • All Streets, Alleys, and Common Driveways and Parking Areas within the community • All pedestrian walkways within the community identified on the Plats and Plans as Association Maintained Pedestrian Facilities (including "Trails" and "Sidewalks") • All Storm Water Facilities	Association	
Snow removal and reasonably practical treatment for ice accumulation on sidewalks along streets, driveways, and of access walks, steps, stoops, patios, porches, and decks except within rear yard. ²	Homeowner	Association
Snow removal and treatment for ice accumulations on surfaces and structures within rear yard.	Homeowner	Homeowner
Snow removal and reasonably practical treatment for ice accumulation on sidewalks adjoining community open spaces.	Association	
All components of the home: structural, interior, and exterior components including driveway repair and replacement.	Homeowner	Homeowner
Insurance Responsibilities		
Property insurance in an amount not less than an amount sufficient to replace and rebuild any and all structures on the Unit, and any and all improvements and betterments thereto.	Homeowner (typically form HO-3)	Homeowner (typically form HO-3)
Comprehensive general liability insurance, including medical payments insurance, in an amount determined by the Executive Board but not less than in the amount of \$1,000,000.00 covering all occurrences commonly insured against for death and bodily injury and \$500,000 covering all occurrences commonly insured against for property damage arising out of or in connection with the use, ownership or maintenance of the Common Elements.	Association	
Assessments ^{2,3} (2015-16, per month) ^{4,5}		
Monthly assessment payment	\$38.50	\$92.25
Initial Assessment paid at settlement (see <i>Declaration</i> Section 5.8)	\$400.00	\$400.00

The Association is responsible for reasonably practical snow plowing and reasonably practical ice treatment of all completed streets and alleys.

This summary is not a substitute for the actual documents. Purchasers must refer to all recorded documents (including recorded Declaration, Amendments to Declaration, and Land Development and Subdivision Plans) for rights and obligations of property ownership in Walden. If there are any questions, purchasers should seek the advice of their real estate counselor or attorney.

¹ "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". See Declaration Sections 4.3.2 and 4.3.3.

² Total of all applicable Assessments including Common Expense Assessment and applicable Special Allocated Expense Assessments.

³ Assessments are based on interim budgets, applicable prior to community completion, and may be more or less than assessments which will be applicable when the entire Community is completed. Final assessments will be based on final budgets which the Association will adopt each year. .

⁴ **Anticipate all assessments increase of approximately \$10 per month for snow/ice treatment of streets and alleys when streets and alleys are completed.**

⁵ Association budgets include replacement reserves for Common Elements as set forth in Budgets. In the event that reserves for replacements are insufficient when replacements are required, the Executive Board will levy, subject to approval of Unit Owners, Special Capital Improvements Assessments pursuant to Declaration.

Walden, a Planned Community

Public Offering Statement

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Walden, a Planned Community

Public Offering Statement

Introduction and Disclosures

Pursuant to the requirements of the *Pennsylvania Uniform Planned Community Act*, 68 Pa.C.S. §5101, *et seq.* (the "Act"), this Public Offering Statement conveys information regarding the property described as Walden, a Planned Community.

The Act defines and uses certain words to describe parcels of ground and improvements to these parcels.

The Act describes a "Unit" as a "physical portion of the planned community designated for separate ownership or occupancy." In this Public Offering Statement, the term "Unit" includes subdivision lots, parcels of land, and interior spaces within enclosing buildings¹. All Units are "Real Estate" as defined in Section 5103 of the Act and include "parcels with or without upper or lower boundaries and spaces that may be filled with air."

The Act describes and uses the terms "planned community," and "subject property," to identify the parcel of land which is the subject to the Act. In this Public Offering Statement, the term "Planned Community" will be synonymous with the term "Subject Property."

The name of the Planned Community is Walden, a Planned Community. The Planned Community is located northeast of Woods Drive, approximately ½ mile east of Hogestown Road in Silver Spring Township, Cumberland County, Pennsylvania.

The Declarant of Walden, a Planned Community is Charter Homes at Walden, Inc., a Pennsylvania corporation with an address at 1190 Dillerville Road, Lancaster, PA 17601.

Within seven days after receipt of this Public Offering Statement, or any amendment to this Public Offering Statement that materially and adversely affects the rights or obligations of the purchaser, the purchaser, before conveyance, may cancel any contract for purchase of a Unit from the Declarant or from an Assignee Declarant.

If the Declarant fails to provide a Public Offering Statement, and any amendments, to a purchaser before conveying a Unit, the purchaser may, in addition to any other relief, recover from the Declarant an amount equal to 5% of the sales price of the unit up to a maximum of \$2,000 or actual damages, whichever is the greater amount.

A minor omission or error in the Public Offering Statement, or an amendment thereto, that is not willful shall entitle the purchaser to recover only actual damages, if any.

If a purchaser receives the Public Offering Statement more than seven days before signing a contract, the purchaser cannot cancel the contract unless there is an amendment to the Public Offering Statement that would have a material and adverse effect on the rights or obligations of that purchaser.

¹ See Section 2 of this Public Offering Statement

Any deposit (which shall not include any payment specifically stated in a sales contract to be in payment of or on account of extras, changes or custom work) made in connection with the purchase or reservation of a Unit from the Declarant (or from an Assignee Declarant) ("Deposit") shall be placed in escrow and will be held in an escrow account in this Commonwealth by a licensed real estate broker, an attorney admitted to practice in this Commonwealth, a financial institution, or a licensed title insurance company in an account or in the form of a certificate of deposit designated solely for that purpose with a financial institution whose accounts are insured by a governmental agency or instrumentality until:

- (1) delivered to the Declarant or Assignee Declarant, at the settlement of the purchase of the property being purchased;
- (2) delivered to the Declarant or Assignee Declarant, because of purchaser's default under a contract to purchase the Unit; or
- (3) refunded to the purchaser.

Any Deposit will be returned to the purchaser if the purchaser cancels the contract pursuant to section 5406 of the Act which provides that:

(a) the declarant shall provide a purchaser of a unit with a copy of the public offering statement and all amendments thereto not later than the date the purchaser executes the contract of sale for such unit or, if no contract of sale is executed, not later than seven days before conveyance of such unit. Unless a purchaser is given the public offering statement, including all the currently effective amendments thereof, within the time period referred to in the preceding sentence, the purchaser, before conveyance, may cancel the contract within seven days after first receiving the public offering statement and all currently effective amendments. If a public offering statement is amended after the public offering statement has been received by a purchaser of a unit, the amendment shall be provided to the purchaser promptly after it becomes effective. If the amendment materially and adversely affects the rights or obligations or both of the purchaser, then the purchaser, before conveyance, may cancel the contract of sale within seven days after receiving the amendment.

(b) Method and effect of cancellation.--If a purchaser elects to cancel a contract pursuant to subsection (a), the purchaser may do so by hand-delivering notice thereof to the declarant or by mailing notice thereof by prepaid United States mail to the declarant or to the declarant's agent for service of process. Cancellation is without penalty, and all payments made by the purchaser before cancellation shall be refunded promptly.

The Subject Property identified as Walden, a Planned Community is created as a Planned Community in accordance with the Act by the recordation of a *Declaration*². A copy of the *Declaration* creating Walden, a Planned Community is attached to this Public Offering Statement and additional information regarding the *Declaration* is in Section 7 of this Public Offering Statement.

Capitalized terms in this Public Offering Statement are either defined in the Act, are defined in this Public Offering Statement, or are defined in Article I of the attached *Declaration*.

² Property is made subject to the Act by the recordation of a *Declaration*. The *Declaration of Covenants, Restrictions, Easements and Establishment of Homeowners Association for Walden, a Planned Community in Silver Spring Township, Cumberland County, Pennsylvania* (the "Declaration") was recorded in the Office of the Recorder of Deeds in and for Cumberland County, Pennsylvania as Instrument Number 200732950, and has been amended by the following amendments recorded in the same office: *First Amendment*, Instrument Number 200940104; *Second Amendment*, Instrument Number 201126996; *Third Amendment*, Instrument Number 201207757; *Fourth Amendment*, Instrument Number 201225051; *Fifth Amendment*, Instrument Number 201235584; *Sixth Amendment*, Instrument Number 201308161; *Seventh Amendment*, Instrument Number 201317362; *Eighth Amendment*, Instrument Number 201330361; *Ninth Amendment*, Instrument Number 201333549; *Tenth Amendment*, Instrument Number 201401758; *Eleventh Amendment*, Instrument Number 201412157; *Twelfth Amendment*, Instrument Number 201418159; *Thirteenth Amendment*, Instrument Number 201421373; *Fourteenth Amendment*, Instrument Number 201513425.

1. The Community of Walden

The overall tract of land identified as Walden is a parcel of land located on and northeast of Woods Drive, approximately ½ mile east of Hogestown Road in Silver Spring Township, Cumberland County, Pennsylvania. The overall tract of land is shown on the Overall Development Plan³. A portion of this land (referred to as the "Subject Property") is being developed in accordance with the Pennsylvania Uniform Planned Community Act, is referred to in this Public Offering Statement as "Walden, a Planned Community" and is shown on the Plats and Plans⁴ attached to and made part of the Declaration. The developer of the portion referred to as "Walden, a Planned Community" is Charter Homes at Walden, Inc., identified in the documents as the "Declarant" and in this summary either as the "Declarant" or as the "Developer." Certain *Special Declarant Rights* were assigned to Charter Homes at Crossroads, Inc., identified in this summary as an "Assignee Declarant."

Although the Subject Property is currently only a part of the overall land identified as Walden, other portions of the overall tract of land identified as Walden (referred to as "Additional Real Estate") may (but are not required to) be added to and become part of the Subject Property.

2. The Individual Properties within Walden ("Units")

Walden is planned to be a community comprised of (a) mostly individual *residential* properties, with (b) some commercial properties.

The individual properties within Walden are being developed and built (a) for sale to home buyers, and (b) to be commercial spaces for businesses.

The Planned Community Act defines a physical portion of a planned community which is designated for separate ownership or occupancy as a "Unit."

Although defined as "Units," the individual "Units" within Walden include traditional subdivided building "Lots" (with homes on these Lots), land parcels (with homes on these land parcels), and interior space units (homes and commercial spaces *within* multi-purpose buildings). Section 2.6 of the Declaration lists the types of Units within Walden, a Planned Community which include:

³ The aggregate of (1) that certain set of plans identified as *Preliminary Subdivision Plan Walden* dated February 9, 2006, last revised January 25, 2007, and (2) revisions as shown on that certain set of plans, comprised of 31 sheets, collectively identified as *Revised Preliminary Subdivision Plan - Phases 2B, 4, 5A, 5B, 6, 8A, 8B and 9 and Final Subdivision Plan - Phases 2B, 4, 5A, and 8A, Walden, Silver Spring Township, Cumberland County, Pennsylvania* of record in the Office of the Recorder of Deeds in and for Cumberland County, Pennsylvania on February 2, 2015 as Instrument Number 201502536, all as approved by, and on file with, Silver Spring Township as may be further amended and/or revised, if further amended and/or revised, as approved by Silver Spring Township.

⁴ Plats and Plans are a part of the Declaration and consist of drawings attached to the Declaration pursuant to § 5210 of the Act depicting and identifying, among other items, the name, location and dimensions of the planned community, the location and dimensions of Unit boundaries, Unit identifying numbers or other designators, the location and dimensions of easements serving or burdening any portion of the planned community to the extent feasible, and all other matters customarily shown on land surveys.

a. Land Units

The primary, and largest group of, individual residential properties within Walden are, and will be, traditional building "Lots" defined, delineated, and subdivided by subdivision plans approved by Silver Spring Township and recorded in the Cumberland County Recorder of Deeds' office.

Both "detached" single family homes and "attached" townhome style homes are, and will be built on these subdivided building Lots.

Buyers of building Lots with either a "detached" single family home or an "attached" townhome style home will own both the land on which their home is located, the entire home, and yard areas of various sizes.

These properties are referred to as "Dwelling Lot Units" in the *Walden Declaration*.

b. Parcel Units

Some of the individual residential properties within Walden are other "attached" townhome style homes which are built on individual land parcels defined and delineated on the Plats and Plans recorded as part of the *Declaration*, in accordance with a land development plan approved by Silver Spring Township, and recorded in the Cumberland County Recorder of Deeds' office.

Like the buyers of building Lots, buyers of individual land parcels own both the land on which their home is located, and the entire home, with limited or no yard areas.

These properties are also referred to as "Dwelling Lot Units" in the *Walden Declaration*.

c. Interior Space Units

Some of the individual residential properties, and all of the commercial properties within Walden are "Interior Space Units."

Buyers of "Interior Space Units" own all of the home (or commercial property) that is *within* the exterior (or dividing) walls, foundation, floors, and roof. The *structure* of the building enclosing Interior Space Units will be owned by, and maintained by, the Walden Neighborhood Association⁵ (the *structure* includes the foundation, bearing walls, bearing floors, bearing columns and beams, and roof framing - and also includes any load bearing components within the Interior Space Unit).

The property owned by buyers of Interior Space Units is measured from "stud-to-stud," unfinished floor to underside of roof, and *includes* all drywall, finish flooring (such as carpet, tiles, and hardwood), and all electrical and mechanical components serving the individual property - even components such as wiring, plumbing, ductwork, and air conditioner compressor located outside the boundaries of the Interior Space Unit. See Sections 2.6.2.1 and 2.6 of the *Declaration*.

⁵ See Section 8 of this Public Offering Statement.

3. Common Elements

Common Elements of Walden, a Planned Community are owned or are maintained, improved, repaired, replaced, regulated, managed, insured and/or controlled by the Walden Neighborhood Association, Inc.

The *Common Elements* of the Subject Property (currently only Phases 1, 2A, 2B, 3, 5A, 7, and 8A, and portions of Phases 4 and 6, of Walden) are comprised of both *Common Facilities* (both *General Common Facilities* and *Limited Common Facilities*) and *Controlled Facilities* (both *General Controlled Facilities* and *Limited Controlled Facilities*).

a. Common Facilities

The *Common Facilities* include all of the Subject Property not designated as Units except land Conveyed or to be Conveyed to Governmental/Public Service Entities.

b. General Common Facilities

The *General Common Facilities* are listed in Section 2.8.1 of the Declaration and include areas of land referred to in this Public Offering Statement and in the Declaration as "Common Land,"⁶ all streets and alleys, Association Maintained Pedestrian Facilities (including trails and some of the sidewalks within the community), and land for the Storm Water Facilities.

The Common Land will be used in a variety of ways, including portions landscaped as open park-like areas for the use and enjoyment of residents of Walden, a Planned Community. On some of the Common Land, a Community Center is contemplated, but not yet planned. Some portions of the Common Land are, and will remain in their natural state where appropriate such as where the Common Land is wetlands or woods, tree stands or other vegetation which serves as a visual barrier, nature preserve or other beneficial function.

The community of Walden is required, by governmental regulation, to control the flow of storm water through and from the land. Storm water is controlled by various Storm Water Facilities. Within the Planned Community, storm water detention or retention basins, storm water surface flow through swales, and storm water pipes are located on the Common Land.

⁶ Parcels of land identified as Lot OS-1, Lot OS-3, Lot OS-4A, Lot OS-4C, Lot OS-5, Lot OS-7, Lot OS-9, Lot OS-12, Lot OS-13, Lot OS-17, Lot OS-19, Lot OS-20, Lot OS-21, Lot OS-22, Lot OS-23, and Lot OS-28, all as shown and depicted on the Plat(s) and Plan(s), including improvements, if any, to these parcels, whether already completed or to be completed.

c. Limited Common Facilities

The *Limited Common Facilities* are Common Facilities allocated for the exclusive use of one or more but fewer than all of the Units. Limited Common Facilities are listed in Section 2.8.2 of the Declaration.

Certain components of each Voisinage⁷ are Limited Common Facilities appurtenant to the Units within the Voisinage, such as lawns, trees, shrubs, landscaping, Driveways and Parking Areas, and sidewalks or other pedestrian facilities located within and adjacent to the Voisinage.

For Interior Space Units, any exterior porches, patios, decks, balconies, doorsteps, stoops or similar extensions of the dwelling designed to serve a single Unit, together with any enclosure or cover thereof such as awnings, trellises, arbors, and/or pergolas but located outside the Unit's boundaries, are Limited Common Facilities allocated exclusively to that Unit.

d. General Controlled Facilities

The *General Controlled Facilities* are those portions of the Walden Community, whether or not a part of a Unit, which are not Common Facilities but are maintained, improved, repaired and replaced by the Walden Neighborhood Association.

The *General Controlled Facilities* include those portions of the Storm Water Facilities that are not located within the Common Facilities and the cost of maintaining and operating fire hydrants within the Subject Property

e. Limited Controlled Facilities

The *Limited Controlled Facilities* include:

The accessible areas of landscaping, including lawns, plantings such as ground cover, shrubs, bushes and trees on Units on which Attached Dwellings are constructed *to the extent* (1) installed by the Association or (2) installed as part of the improvement of the Subject Property prior to, or in connection with, the first Certificate of Occupancy issued for occupancy of a Dwelling on the Unit.

In addition, on Units on which Attached Dwellings are constructed, for the limited purpose of snow removal and reasonably practical ice treatment, sidewalks along streets, driveways, and, except within the rear yard, access walks, steps, stoops, patios, porches, and decks are Limited Controlled Facilities.

⁷ A "Voisinage" is a physical portion of the Walden community comprised of one or more Units, or being the Enclosing Structure of one or more Interior Space Units.

Voisinage I is comprised of the Units and Common Elements within the area identified as "Walden Crossroads."

Voisinage II is comprised of the buildings enclosing Interior Space Units.

4. Maintenance Obligations of Land Unit Owners

Except for some maintenance, repair and replacement of Limited Controlled Facilities⁸ which are the responsibilities of the Association, the insurance, maintenance, repair and replacement of the Dwelling and other improvements to a Land Unit are the sole responsibility of the Unit Owner. The Unit Owner must, at all times, maintain any and all structures in a manner which preserves, keeps functional, complies with all applicable Township, County, State and Federal laws and retains the functional condition of the structure, and further in such a manner that lack of maintenance, repair or replacement does not impair the structural integrity of any larger building of which any building is a part, including:

maintenance of any and all improvements to the Unit (including without limitation structure(s) and all components thereof including attachments thereto such as, but not limited to, decks, patios and stoops, appurtenant structure(s), walkway(s) and other materials placed upon the ground, and landscaping located on a Unit); and

maintenance of any Individual Driveway on or appurtenant to the Unit which is not a Limited Common Element; and

maintenance, repair and replacement of any and all sidewalks or other pedestrian facilities located between the Street Line (as such term is defined in the Zoning Ordinance of Silver Spring Township, as amended) and the Roadway Cartway (as such term is defined in Section 1.54.2 of the Declaration) between Side Property Line(s) (being each Unit boundary which intersects with the Street Line) in common with adjacent Unit(s) extended to the Cartway, or, if any Side Property Line is not a common Side Property Line of an adjacent Unit, to the mid-point between the Side Property Lines of non-adjacent Units extended to the Roadway Cartway; including on Units on which single family homes (Detached Dwellings) have been built, the reasonably practical removal of snow therefrom and the reasonably practical treatment for ice accumulation thereon; and

maintenance and replacement of any and all landscaping (such as foundation plantings, flowers, and shrubs) installed on the Unit other than, on Land Units on which Attached Dwellings are constructed, such landscaping installed by the Association or any of such installed as part of the improvement of the Subject Property prior to, or in connection with, the first Certificate of Occupancy issued for occupancy of a structure on the Unit.

5. Insurance Obligations of Land Unit Owners

Each Owner of a Land Unit shall, at all times, maintain at the owner's sole cost, property insurance in an amount not less than an amount sufficient to replace and rebuild any and all structures on the Unit, and any and all improvements and betterments thereto. If requested by the Association, the Owner shall provide evidence of such insurance.

⁸ See "*Limited Controlled Facilities*" on page 6 of this Public Offering Statement.

6. Development of the Planned Community

The overall development of Walden, a Planned Community has been reviewed and preliminarily approved by Silver Spring Township as shown on the Overall Preliminary Development Plan, plans for development of the property into 700 Units on which will be built (1) individual residences, or (2) structures for residential, commercial, office, industrial, educational, and/or storage purposes or any combination of these.⁹

Final approval of portions of the community occurs when final subdivision and/or land development plans are submitted to, and approved by, Silver Spring Township and other governmental entities (referred to as "Final Approval"). Portions of Walden, a Planned Community, identified as Phase 1, Phase 2A, Phase 2B, Phase 3, Phase 4, Phase 5A, Phase 6, Phase 7, and Phase 8A have received Final Approval. Since only these Phases have received Final Approval, only Phases 1, 2A, 2B, 3, 5A, 7, and 8, and portions of Phases 4 and 6 have been divided into Units (Lots, Parcels, and Interior Space Units), streets, and Common Elements. The subdivision and development of Phases 1, 2A, 2B, 3, 4, 5A, 6, 7, and 8A are shown on Subdivision Plans and Land Development Plans¹⁰. Subsequently, additional Phases, and portions of Phases, can (but are not required to) be added to the Subject Property as Units, Roadways, and Common Elements by Amendment to the Declaration. If additional Phases, or portions of Phases, are added to the Walden Community, all of the Units in each Phase or portion thereof, will be subject to the provisions of the Act when the Phase, or portion of a Phase, is added.

Final Approval is subject to change subject to approval of all governmental entities having jurisdiction. In the event of a change in Final Approval which changes a Subdivision Plan or a Land Development Plan, in whole or in part, a revised Subdivision or Land Development Plan is recorded and replaces and supersedes previously recorded plans or portions thereof. In the event of any discrepancy between the latest recorded *Subdivision or Land Development Plan* and the Plats and Plans, the latest recorded Subdivision or Land Development Plan shall take precedence in defining the location and dimensions of the community, the Common Elements, and Unit boundaries of Units.

The Declarant and/or the Assignee Declarant intend to own and rent Commercial Interior Space Units and may own and rent other Units. Blocks of Units may be marketed to investors.

In addition to the addition of additional Phases or portions of Phases, the Declarant, or the Assignee Declarant (to whom the right has been assigned), may subdivide one or more Units into two or more Units, Common Elements or a combination of Units and Common Elements; and portions of such Common Elements may be allocated as Limited Common Elements.

The maximum number of additional Units which may be added to the Walden Community as additional Phases, portions of Phases, and/or created by the subdivision of Units is 385. Together with the 495 Units currently in the Planned Community, the maximum number of Units which may be in the Walden Community is 880.

⁹ Although the Overall Preliminary Development Plans filed with Silver Spring Township showing the development of the land identified as Walden into 700 Units, final plans of development of the land identified as Walden may be comprised of a different number of Units, or may be planned in a different manner, subject to compliance with zoning and all other laws. If economic conditions change, it is possible that only Phases 1, 2A, 2B, 3, 4, 5A, 6, 7, and 8A of Walden will be developed in accordance with the Overall Preliminary Development Plans.

¹⁰ See Section 1.60 of the Declaration for the subdivision plans, revised subdivision plans, and land development plans which have been recorded in the Office of the Recorder of Deeds in and for Cumberland County, Pennsylvania; such plans may be revised and/or superseded, and if so revised and/or superseded, which such revised and superseding plans shall also be recorded.

Any and all Units within Phases, or portions of Phases, added, and any Units created by the subdivision of Units, would be subject to all of the terms of the Declaration.

The Declarant and the Assignee Declarant will be offering Land Units for sale with homes and/or other structures and improvements constructed on the Land Units. The homes and/or other structures and improvements built, however, are not part of a Land Unit as defined in the Act. The Declarant and the Assignee Declarant have commenced construction of all of the improvements to the Walden Community required for the use and occupancy of all Units including, but not limited to, the installation of streets, curbs, sidewalks, utility services including water, sewage, gas, electric, telephone, and cable, and Storm Water Facilities (collectively referred to as "Facilities and Amenities"). The Facilities and Amenities which must be built are identified and described (as "Community Improvements") in Section 1.20 of the Declaration, and are shown and described on the recorded Subdivision Plan(s) and Land Development Plan(s).

The source of funding to complete the Facilities and Amenities are construction loans from Susquehanna Bank to the Declarant and loans from Metro Bank to the Assignee Declarant.

The Declarant has posted the following financial security with the indicated entities to assure the performance by the Declarant of these obligations.

Silver Spring Township:	Bond in the current amount of \$1,505,982.00
	Bond in the current amount of \$414,396.10
	Bond in the current amount of \$341,141.35
	Bond in the current amount of \$312,299.93
	Bond in the current amount of \$146,329.53
	Letter of Credit in the current amount of \$144,353.00
	Bond in the current amount of \$436,238.00
	Bond in the current amount of \$1,551,748.28
Silver Spring Township Authority (sewer)	Bond in the current amount of \$235,108.33
	Bond in the current amount of \$225,087.50
	Bond in the current amount of \$50,311.50
	Bond in the current amount of \$43,842.15
	Bond in the current amount of \$21,652.00
	Bond in the current amount of \$30,693.75
	Bond in the current amount of \$12,508.50
Water	Cash Deposit in the amount of \$547,798.00
Fire Hydrants	Cash Deposit in the amount of \$14,426.00
gas and electric service	No financial security posted
telephone service	No financial security posted

The Declarant and the Assignee Declarant are scheduled to complete the Facilities and Amenities on or before the termination of the Development Period.¹¹

¹¹ The time period commencing on the date of the recording the Declaration in the Office of the Recorder of Deeds in and for Cumberland County, Pennsylvania (August 22, 2007) and continuing until one hundred and eighty (180) days after the date of the conveyance to third parties by the Declarant of the last Unit the Declarant reserves the right to include in the Community pursuant to the provisions of Section 3.9 (Additional Real Estate) of the Declaration.

The Facilities and Amenities to be completed by the Declarant and by the Assignee Declarant are as follows and will be owned, upon completion, as indicated:

All Roadways including all Streets and Alleys (including Rights-of-Way, Cartways, and Roadway Islands) will be private Roadways and will be Common Facilities of the Walden Neighborhood Association unless accepted for dedication, in whole or in part, by Silver Spring Township or other governmental entity.

Sewers conveying sewage waste will be conveyed to and owned by the Silver Spring Township Authority.

Water service pipes are being installed by and will be owned by Pennsylvania American Water Company.

Electric, gas, and telephone service facilities are not being completed by the Declarant and are, and will remain, the property of the respective service providers.

The Community Center as, when, and if planned and constructed will be Common Facilities of the Walden Neighborhood Association.

All Common Land, including improvements to the Common Land such as driveways and parking areas, direction and information signs, and entrance and identification signs, including lighting thereof; and landscaping, including but not limited to ground cover, flowers, shrubs, bushes and trees will be Common Facilities of the Walden Neighborhood Association.

The Storm Water System will be Common and/or Controlled Facilities of the Walden Neighborhood Association.

The Walden Neighborhood Association will have full responsibility for the cost of maintenance, repair, improvement, administration and regulation of the Facilities and Amenities which will be Common Facilities of the Walden Neighborhood Association.

In addition, the costs to operate and maintain all fire hydrants within the Subject Property will be an Association responsibility.

Except for the payments of assessments to the Association, real estate taxes, and utility bills, there are no responsibilities of Unit Owners for the maintenance, repair, improvement, administration and regulation of the Facilities and Amenities.

All structural components and major utility installations of the Facilities and Amenities in the Planned Community are new and/or are currently under construction and not complete as of the date of this Public Offering Statement. The expected useful life, and the estimated cost in current dollars of replacing each of the structural components of the Facilities and Amenities within the Walden Community are set forth in the reserves budgets attached to this public offering statement.

Because all major utility installations are repaired and replaced by the utility service providers there is no cost to the Association of replacing each of the same.

The following governmental approvals and permits are required for the use and occupancy of the Planned Community.

Subdivision and land development approval from Silver Spring Township, which has been obtained, and which does not expire.

Storm Water Management / Land Disturbance Permit (Permit No. SW 2007-9) from Silver Spring Township, which has been obtained.

Approval of the design of the sanitary sewer system from Silver Spring Township Authority which has been obtained, and which does not expire

NPDES (National Pollutant Discharge Elimination System) Permit issued by the Pennsylvania Department of Environmental Protection, Permit No. PAI032114002, with an expiration date of August 28, 2019.

Sewerage approval issued by the Pennsylvania Department of Environmental Protection, which has been obtained, and which does not expire.

Building Permits from Silver Spring Township for construction of homes and/or other structures on the individual Units, which have not been obtained, are expected to be obtained immediately prior to the construction of a home and/or other structure on a Unit, the expense of which is the responsibility of the builder of the home.

Certificates of Occupancy from Silver Spring Township for permission to occupy homes and/or other structure(s) constructed on the individual Units, which have not been obtained, are expected to be obtained immediately prior to the occupancy of a home and/or other structure on a Unit, the expense of which is the responsibility of the builder of the home.

7. The Declaration

A copy of the Declaration is attached to this Public Offering Statement.

The Declaration may be amended by a vote of the owners of sixty seven percent (67%) of the Units within the Planned Community. In addition, if required by any governmental entities having jurisdiction over land use, mortgagees of Units, title insurers, or financing agencies, the Declarant may amend the Declaration or other documents governing the development and use of the Planned Community.

The Declaration defines and describes:

- a. the components of "Walden, a Planned Community" (§§ 2.5, 2.6, 2.8)
- b. provisions relating to permitted changes of the Community (§§ 2.1, 2.9, 3.8, 3.9, 4.5.5)
- c. uncompleted improvements and Common Elements and the provisions regarding assurance of completion (§ 2.10)
- d. maintenance and insurance obligations of Unit owners (§§ 3.1 - 3.2)
- e. provisions applicable to leasing of Units (§ 3.6)
- f. the property rights and responsibilities regarding the Common Elements including:
 - 1) Owner's easement of enjoyment (§§ 3.3.4 - 3.3.5)
 - 2) limitation of easements, rights and privileges (§ 3.4 - § 3.5)
 - 3) public access and use rights to portions of the Common Elements (§ 3.7.3)
- g. easements and licenses granted to the Association and to the Declarant (§ 3.7)
- h. a list of current restrictions, easements or licenses appurtenant to or included in the Planned Community (§ 3.7.9)

The Declaration establishes that the Walden Neighborhood Association (the "Association") will be the entity responsible for complying with responsibilities in the Planned Community. The Declaration defines and describes:

- a. the composition of the Association (§ 4.1)
- b. the powers and duties of the Association (§ 4.1.1, 4.2)
- c. the responsibilities of the Association for the maintenance, improvement, repair, replacement, regulation, management and control of the Common Facilities and Controlled Facilities (§ 4.3)
- d. insurance to be carried by Association (§ 4.4)
- e. Membership and voting rights in the Association (§ 4.5)
- f. the percentage interests in the Association of Unit Owners (§ 4.5.4)

There is no provision in the Declaration for any circumstances under which the Association is to become a master association or part of a master association. (a "master association" exercises powers granted to other associations on behalf of one or more other planned communities or other incorporated or unincorporated associations).

The Declaration establishes that the Association will be managed by an Executive Board. The Declaration defines and describes:

- a. the composition of the Executive Board (§ 4.6)
- b. powers and duties of the Executive Board (§ 4.6.1)
- c. right and limitation of Declarant to appoint members of the Executive Board during and only during the Declarant Transition Period (§ 4.6.2)
- d. provisions regarding transfer of control of the Executive Board from Declarant to members elected by the Unit Owners (§§ 4.6.2.1 - 4.6.2.2)
- e. indemnification of officers, Executive Board and committee members (§ 4.6.3)

The Declaration establishes the procedures for assessments. The Declaration defines and describes:

- a. creation of the lien and personal obligation of assessments (§ 5.1)
- b. purpose of assessments (§ 5.3)
 - 1) Annual Assessments (§ 5.4)
 - 2) Special and other Assessments (§§ 5.5, 5.6, 5.7)
 - 3) Initial Assessments (§ 5.8)
 - 4) Capital Improvement Fee on transfer of Units (§ 5.9)
- c. payments of assessments (§ 5.10)
- d. remedies of the Association for non payment of assessments (§ 5.11)
- e. property exempt from assessment (§ 5.12)
- f. enforcement by Silver Spring Township (§ 5.13)
- g. procedure for issuance of estoppel certificates (§ 5.2)

The Declaration establishes restrictions of the use of Units within the Planned Community (Article VI) including (but not limited to):

- a. architectural review and approval required for, among others, additions, alterations, swimming pools, lighting, fencing and gardens (§ 6.2)
- b. restrictions regarding, among others, occupancy, business uses, animals, vehicles, fences, firewood, tanks, and prohibitions against nuisances and hazardous activities.

The Declaration establishes Special Declarant Rights to:

- a. subject the Planned Community to easements (§§ 3.7.10, 7.1)
- b. appoint members of the Executive Board pursuant to the provisions of the Declaration (§ 7.2)
- c. use easements and licenses granted to Declarant (§ 7.3)

The Declaration also describes and establishes provisions for:

- a. exceptions to Declaration provisions for development and sales (§ 7.4)
- b. rights of Secured Lenders (§ 8.1)
- c. obligations of Association to Secured Lenders (§ 8.2)
- d. enforcement of the provisions of the Declaration (§ 9.1)
- e. severability of parts of the Declaration (§ 9.2)
- f. amendment of the Declaration (§ 9.3)

8. Walden Neighborhood Association

The Walden Neighborhood Association, Inc. (the "Association") is organized as a Pennsylvania non-profit membership corporation.

The Association may contract with outside firms for management services, and to perform some of the required functions of the Association.

The Association has several functions:

- a. The Association is responsible for maintaining, repairing and replacing when required all of the Common Facilities such as:

Roadways (Cartways) of Streets and Alleys and Common Driveways and Parking Areas to the extent not accepted for dedication by Silver Spring Township or any other governmental entity including Roadway Islands located within the rights- of-way of such Roadways;

all Common Land within Walden and all improvements to the Common Land including without limitation any clubhouse, swimming pool, accessory building(s), driveways and parking areas, and any and all lawns, wetlands, ponds, recreational facilities, trails, and any and all buildings or other structures existing or constructed or erected on the Common Land;

Association Maintained Pedestrian Facilities as shown on the Plat(s) and Plan(s), including responsibility for snow removal and treatment for ice accumulation for Association Maintained Pedestrian Facilities (Sidewalk);

the Storm Water Facilities.

- b. The Association is responsible for maintaining Controlled Facilities such as:

The accessible areas of landscaping, including lawns, plantings such as ground cover, shrubs, bushes and trees on Units on which Attached Dwellings are constructed to the extent installed by the Association or installed as part of the improvement of the Subject Property prior to, or in connection with, the first Certificate of Occupancy issued for occupancy of a Dwelling on the Unit;

for Units with attached dwellings: sidewalks along streets, driveways, and, except within rear yards, access walks, steps, stoops, patios, porches, and decks, but solely for the limited purpose of snow removal and reasonably practical ice treatment;

the Association shall pay all costs to operate and maintain all fire hydrants within the Subject Property in accordance with the rates and requirements of the Governmental/Public Service Entity providing fire hydrant service.

- c. The Association can enforce, against any Unit Owner(s) violating them, the conditions, covenants, restrictions, and easements in the *Declaration*.

9. Membership, Voting Classes, Interest in the Association, and Assessments

a. Membership

To accomplish the purposes of the Declaration, each purchaser (or other grantee) of a Unit in Walden is obligated, upon, and by becoming an Owner of, a Unit in Walden, to become an Owner/Member of the Association.

The Owner, or owners collectively if more than one, of each Unit constitute one Member of the Association. Each Member will hold the number of Memberships in the Association as is equal to the number of Unit(s) owned by such Member. The Association will have the same number of Memberships as there are Units in the Planned Community.

Each Membership will have one vote in the Association. The total number of votes in the Association will be equal to the total number of Units within the Planned Community.

If any Membership is comprised of two or more persons (that is, if any individual Unit is owned by two or more persons), the vote for such Membership shall be cast as such owners shall decide among themselves and the vote may be exercised by any one of them, unless any objection or protest by any other of them is made prior to the completion of a vote, in which case the vote for such Membership will be cast in accordance with the majority vote of such owners and if no majority vote of such owners is attainable, the vote of such Membership will be cast as an abstention. In no event, however, will more than one vote be cast with respect to any Membership.

b. Voting Classes

There are several voting classes in the Association:

- 1) Attached Dwelling Solely Residential Dwelling Lot Unit Class- comprised of and limited to Memberships appurtenant to *Solely Residential Dwelling Lot Units* with an *Attached Dwelling* constructed, or to be constructed, on the Unit.
- 2) Detached Dwelling Solely Residential Dwelling Lot Unit Class- comprised of and limited to Memberships appurtenant to *Solely Residential Dwelling Lot Units* with a *Detached Dwelling* constructed, or to be constructed, on the Unit.
- 3) Mixed Use Dwelling Lot Unit Class- comprised of and limited to Memberships appurtenant to *Dwelling Lot Units* used or to be used for any purpose other than solely for the residence(s) of natural persons, including, but not be limited to, used or to be used for residential, commercial, office, industrial, educational, and/or storage purposes or any combination thereof.
- 4) Multiple Residence Land Unit Class- comprised of and limited to Memberships appurtenant to *Other Use Land Units* used or to be used for structures containing Apartment Residences.

- 5) Non-Solely-Residence Land Unit Class- comprised of and limited to Memberships appurtenant to *Other Use Land Units* used or to be used for any purpose in compliance with the Silver Spring Township Zoning Ordinance, as amended, including but not limited to structures containing Apartment Residences and/or one or more portions to be used for commercial, office, industrial, educational, and/or storage purposes.
- 6) Tract Unit Class- comprised of and limited to Memberships appurtenant to *Other Use Land Units* which are Tracts as such term is defined in Section 1.82 of the Declaration.
- 7) Solely Residential Interior Space Unit Class- comprised of and limited to Memberships appurtenant to *Interior Space Units* which are used or to be used as a separate residence of natural persons.
- 8) Solely Commercial Interior Space Unit Class- comprised of and limited to Memberships appurtenant to *Interior Space Units* used or to be used solely for commercial, office, industrial, educational, and/or storage purposes or any combination thereof and not used or to be used as the residence(s) of natural persons.
- 9) Mixed Use Interior Space Unit Class- comprised of and limited to Memberships appurtenant to *Interior Space Units* used or to be used for any purpose other than solely for the residence(s) of natural persons including, but not be limited to, used or to be used for residential, commercial, office, industrial, educational, and/or storage purposes or any combination thereof.
- 10) Voisinage Classes- comprised of and limited to Memberships appurtenant to Units within the Voisinage of which the Unit is a part.

Each Membership shall be a member of each and every Membership and Voting Class to which such Membership shall be appurtenant. Each Membership may be a member one or more Membership and Voting Classes.

If any issue solely affects the Units and/or the Owners of Units, the Memberships of which appurtenant thereto are within a Voting Class, and such issue shall not affect Units and/or the Owners of Units, the Memberships appurtenant thereto of which are not within the Voting Class, such issue shall be decided by vote of only the Memberships of such Voting Class.

If any issue shall, in whole or in part, affect the Units and/or the Owners of Units, the Memberships of which appurtenant thereto are within a Voting Class, such issue shall not be decided unless the vote of only the Memberships of such Voting Class shall concur with and be in agreement with such decision.

The vote of the Membership of the Association shall, unless otherwise set forth in this Declaration, be the vote of a majority of the Members of the Association and the vote of a Voting Class shall, unless otherwise set forth in this Declaration, be the vote of a majority of the Members of the Voting Class.

Cumulative voting will be permitted only for the purpose of electing members of the Executive Board. Cumulative voting will not be permitted for any other purpose. Cumulative Voting permits the casting of multiple votes for one candidate for election. In cumulative voting, each Membership is allocated the same number of votes as there are positions to be filled. For example, in an election to elect three directors, each Membership would have three votes. Under cumulative voting, in an election for three directors, each Membership would cast three votes. The three votes may be cast as one vote for each of three separate candidates, or all three votes may be cast for one candidate, or two votes may be cast for one candidate and one vote cast for a second candidate.

c. Association Interests

The interest in the Association allocated to each Unit or Voisinage is determined in accordance the formula set forth in Section 4.5.4 of the Declaration.

The *Residential Interest* is the sum of the number of Residences in the Subject Property¹²; The *Non-Residential Interest* is the amount of total gross floor area square footage of non-residential (including but not limited to commercial and office space) structures in the Subject Property divided by 1000 rounded to the next highest whole number.

The *Association Interest Total* is the sum of the *Residential Interest* and the *Non-Residential Interest*.¹³

The Association Interest of each Unit is the sum of (1) the number of Residences within the Unit,¹⁰ plus (2) the amount of total gross floor area square footage of non-residential space (including but not limited to commercial and office space) within the Unit divided by the amount of the total gross floor area square footage of non-residential (including but not limited to commercial and office space) structures in the Subject Property, multiplied by the Non-Residential Interest.¹⁴

d. Assessments

To carry out its responsibilities, the Association has the authority to collect assessments from each Unit Owner in the Planned Community.

¹² With the exception that, on a Solely Residential Dwelling Lot Unit, a residence within a primary Dwelling together with any Accessory Building Apartment permitted by Silver Spring Township on such Unit shall be deemed to be one Residence.

¹³ For example, if the total number of Residences in the Subject Property is 700 and the total gross floor area square footage of non-residential (including but not limited to commercial and office space) structures in the Subject Property is 24,516, the Association Interest Total would be 725, the Residential Interest would be 96.55% and the Non-Residential Interest would be 3.45%

¹⁴ If the Association Interest Total is 725, a Unit containing one residence would have an Association Interest of 1/700 of 96.55% or .1379%. A Unit containing 1,591 square feet of non-residential space would have an Association Interest of 1,591/24,516 multiplied by 3.45% or .2238%.

Each Unit Owner is obligated to pay annual and other assessments, when assessed, to the Association for the Association's operating and other expenses. In the event of failure to pay these assessments, the Association has the right to pursue collection by legal means and has a lien against the Unit owned which may be foreclosed against the Unit.

The Budgets are the amounts of money required to meet the obligations of the Association as required by the Declaration.

The Assessments are the amounts to be paid by each Unit Owner to the Association.

The General Common Expenses Assessment for each Unit for each year is based on the General Common Expenses Budget established for the year, multiplied by the Association Interest of the Unit.

The Special Allocation Expenses Assessments for each Unit for each year is based on the proportional benefit to such Unit of the Special Allocation Expenses Budgets. Special Allocation Expenses Budgets include, but are not be limited to:

costs associated with maintenance of Controlled Facilities including without limitation landscaping, snow removal and/or ice control as required by the terms of the Declaration;

costs of utility services paid by the Association which shall be, if separately metered to each Unit, assessed in proportion to usage or, if not separately metered to each Unit, assessed in equal amounts to all Units to which such utility services are provided;

costs associated with the maintenance, repair or replacement of Limited Common Elements shall be assessed in equal shares against the Units to which such Limited Common Elements were appurtenant at the time the cost was incurred;

costs of insurance of buildings containing Interior Space Units shall be assessed against the Interior Space Units in proportion to risk.

The Budgets for the current fiscal year of the Association are attached to this Public Offering Statement.

Until the entire Community is completed, interim budgets will be applicable.

IMPORTANT NOTE: Interim Budgets may result in assessments which are, and may be, more or less than the assessments projected upon completion of the Community.

Interim Budgets (and Assessments) may be less because operating costs may not include Association expenses for community facilities which are not yet complete.

Interim Budgets (and Assessments) may be less because they may be based on the receipt of operating subsidies from the Declarant.

Interim Assessments may be greater because operating costs are being assessed against (divided among) fewer than the number of Units projected to be in the community upon completion.

The Budgets of the Association include reserves for replacement of Common and Controlled Facilities as indicated in the Budgets. In the event that reserves for replacements are insufficient when replacements of some Common Facilities¹⁵ or Controlled Facilities¹⁶ are required,¹⁷ the Executive Board will levy, subject to approval of Unit Owners, Special Assessment(s) for Capital Improvements pursuant to Section 5.5 of the Declaration.¹⁸

In addition to annual assessments, each initial purchaser of a Unit from a Declarant is obligated to pay an initial assessment to the Association in the amount of \$400.00. The initial assessment will be used by the Association to pay start-up expenses, to prepay certain expenses, such as insurance premiums, and to provide an initial reserve against future expenses.

e. Other Fees and Expenses

Other than assessments assessed in accordance with the Declaration, there are no current or expected fees or charges to be paid by Unit Owners for the use of the Common Elements and other facilities related to the Planned Community.

There is no personal property not owned by the association but provided by the Declarant.

¹⁵ See Sections 2.8.1 and 2.8.2 of the Declaration.

¹⁶ See Sections 2.8.3 and 2.8.4 of the Declaration.

¹⁷ Common Facilities: "as and when in the sole judgment of the Executive Board required, ... in accordance with the provisions of the Zoning Ordinance of Silver Spring Township, as amended ..." Declaration Section 4.3.2,

Controlled Facilities: "as and when in the sole judgment of the Executive Board required, ... 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 ..." Declaration Section 4.3.3

¹⁸ "In addition to the annual assessments authorized in the Governing Documents, the Executive Board may levy in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement of a part of the Common Elements including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of Members voting at a Special Purpose Meeting duly called for such purpose in accordance with the provisions of Section 4.5.3 of this Declaration." Declaration Section 5.5

10. Executive Board

The affairs of the Association will be managed by an Executive Board, the members of which are elected by the Members in accordance with the Bylaws of the Association. The Executive Board will be constituted and organized, and will operate, in accordance with the Bylaws of this Association.

The Executive Board is comprised of nine (9) members- Two (2) of the members of the Executive Board are elected by the *Attached Dwelling Solely Residential Dwelling Lot Unit Class*, Two (2) of the members of the Executive Board are elected by the *Detached Dwelling Solely Residential Dwelling Lot Unit Class*, Three (3) of the members of the Executive Board are elected by the Owners of *Interior Space Units voting as a class*, and two (2) of the members of the Executive Board are elected by the Owners of *Mixed Use Dwelling Lot Units, Multiple Residence Land Units, Non-Solely-Residence Land Units, and Tract Units voting as a class*.¹⁹

¹⁹ See Section 9.b of this Public Offering Statement

11. The Bylaws

A copy of the Bylaws of the Association are attached to this Public Offering Statement

The Bylaws define and describe:

- a. form of entity of the Association
- b. laws to which the Association is subject
- c. powers of the Association
- d. name and location of the principal office and registered office of the Association
- e. membership in the Association
- f. meetings of the Members of the Association:
 - 1) annual and special meetings
 - 2) notice of meetings and waiver of notice
 - 3) quorum, adjournments of meetings, proxies and voting
- g. written consent in lieu of meetings
- h. judges of elections
- i. Executive Board of the Association
 - 1) number and terms of members of the Executive Board
 - 2) resignation and removal of members of the Executive Board
 - 3) compensation and personal liability of members of the Executive Board
 - 4) meetings of members of the Executive Board
- j. committees
- k. powers and duties of the Executive Board
 - 1) delegation of powers
- l. officers of the Association and duties of officers
 - 1) titles, qualifications, powers and duties of officers
 - 2) election of officers by the Executive Board
 - 3) removal of and filling vacancies of officers
- m. maintenance of books and records
- n. notices requirements
- o. fiscal year of the Association
- p. amendments to the Bylaws

12. Rules and Regulations

The Neighborhood Appearance Control Board Architectural Review/Landscape Review Committee has issued Guidelines for Architectural Improvements, a copy of which is included as part of this Public Offering Statement.

Other than the Guidelines for Architectural Improvements, there are currently no rules nor regulations affecting the Walden Community other than pursuant to the provisions of the Declaration and the Bylaws.

There are currently no rules nor regulations affecting the Walden Community other than pursuant to the provisions of the Declaration and the Bylaws

13. Purchase Agreement and Other Documents and Provisions affecting Purchasers

A copy of the Purchase Agreement to be entered into by a Purchaser for a Unit in the Subject Property is attached to this document

The Purchase Agreement defines and describes:

- a. the parties (Buyer and Seller)
- b. the Property being purchased
- c. the construction of a Home on the Property being purchased
 - 1) description of the Home
 - 2) plans and specifications
 - 3) options and custom changes
- d. the Purchase Price for the Property being purchased
- e. Settlement Date
- f. Release to Construction and Addendum
- g. Earnest Money Deposit(s):
 - 1) amount
 - 2) who holds
- h. Option/Custom Change Deposit(s)
- i. Buyer acknowledgment of receipt of documents
 - 1) Limited Warranty applicable to the Home and
 - 2) Public Offering Statement applicable to the Property.
- j. mortgage financing contingency
- k. sale of property contingency
- l. construction of home provisions
- m. Settlement provisions
- n. disclosures
 - 1) radon gas
 - 2) mold
 - 3) pursuant to real estate licensing act and regulations
- o. default provisions
- p. notice provisions
- q. integration

There are no other documents to be signed by Purchasers of Units prior to or at settlement of the purchase of a Unit except as may be required by any mortgage lender selected by the Purchaser and/or the entity selected by the Purchaser to insure title to the Unit, of which Declarant has no knowledge.

There is no financing for purchasers offered or arranged by the Declarant.

There are no restraints on alienation of any Unit.

14. Conditions affecting Title

Some or all of the Planned Community is subject to recorded restrictions, easements and licenses. As of the date of this Public Offering Statement, the following restrictions, easements or licenses appurtenant to or included in the Subject Property are recorded, or intended to be recorded, in the Office of the Recorder of Deeds in and for Cumberland County, Pennsylvania:

- a. The legal operation and effect of the set-back lines, plan notes, easements, conditions and encumbrances as shown on Subdivision Plan recorded in Plan Book 91, Page 16; Plan Book 93, Page 119; Plan in Instrument No. 200827785; Plan in Instrument No. 200931116; Plan in Instrument No. 201016842; Plan in Instrument No. 201106242; Plan in Instrument No. 201106316; Plan in Instrument No. 201131793; Plan in Instrument No. 201224248; Plan in Instrument No. 201224247; Plan in Instrument No. 201308169; Plan in Instrument No. 201407209; Plan in Instrument No. 201408408; and Plan in Instrument No. 201502536.
- b. Resolution as set forth in Misc. Book 485, Page 320.
- c. Road conditions as set forth in Deed Book P-22, Page 951; and an agreement in Deed Book P-22, Page 710.
- d. Subject to Conveyance of Perpetual Easement and Right of Way and Assignment of Rights, Title and Interest as set forth in Record Book 719, Page 3128.
- e. Subject to a Memorandum between Township of Silver Spring and Charter Homes At Walden, Inc. formerly known as Charter Homes at Summer Hill, Inc. dated January 24, 2007 and recorded February 7, 2007 in Misc. Book 734, Page 1156.
- f. Subject to a Easement as set forth in Misc. Book 734, Page 1200.
- g. Subject to rights granted to Pennsylvania American Water Company as set forth in Misc. Book 735, Page 1453, Instrument No. 201122384; Instrument No. 201134815; Instrument No. 201233557; Instrument No. 201303950; Instrument No. 201318482; Instrument No. 201318483; Instrument No. 201330173, and Instrument No. 201413267.
- h. Subject to rights granted to PPL Electric Utilities Corporation as set forth in Misc. Book 735, Page 1472; Instrument No. 200920143; Instrument No. 201122191; Instrument No. 201122192; Instrument No. 201310673; Instrument No. 201310674; Instrument No. 201315541; Instrument No. 201315545, Instrument No. 201408408, and Instrument No. 201514040.
- i. Subject to rights granted to Silver Spring Township as set forth in Misc. Book 737, Page 3152.
- j. Subject to Sanitary Sewer Easement to Silver Spring Township as set forth in Instrument No. 200813750; Instrument No. 200813751; Instrument No. 200813752; Instrument No. 200817816; Instrument No. 200817817; Instrument No. 200925523; Instrument No. 200925524; and Instrument No. 201118270.
- k. Subject to rights granted to Verizon Pennsylvania, Inc. as set forth in Instrument No. 200734962; Instrument No. 200919872; Instrument No. 200936718; Instrument No. 201106390; Instrument No. 201339805, and Instrument No. 201416875.
- l. Subject to Declaration of Covenants, Restrictions, Easements and Establishment of Homeowners Association for Walden in Instrument No. 200732950; Plan in Right-of-Way Instrument No. 200732951; First Amendment in Instrument No. 200940104; Second Amendment in Instrument No. 201126996, Third Amendment in Instrument No. 201207757, Fourth Amendment in Instrument No. 201225501, Fifth Amendment in Instrument No. 201235584, Sixth Amendment in Instrument No. 201308161, Seventh Amendment in Instrument No. 201317362, Eighth Amendment in Instrument No. 201330361, Ninth Amendment in Instrument No. 201333549, Tenth Amendment in Instrument No. 201401758, Eleventh Amendment in Instrument No. 201412157, Twelfth Amendment in Instrument No 201418159, Thirteenth Amendment in Instrument No. 201421373, Fourteenth Amendment, in Instrument No. 201513425 and as may be further amended.
- m. Subject to rights granted to UGI Utilities, Inc. as set forth in Instrument No. 200732092.
- n. Subject to an operation and maintenance agreement granted to Silver Spring Township as set forth in Instrument No. 201313404.
- o. Subject to rights granted to Silver Spring Township Authority as set forth in Instrument No. 201401104.
- p. Subject to rights granted to Mechanicsburg Borough Municipal Authority as set forth in Miscellaneous Book 241, Page 938.

15. Other Documents and Provisions regarding the Planned Community

There are no contracts, leases nor agreements of a material nature to the Planned Community that will or may be subject to cancellation by the Association under section 5305 of the Act (relating to termination of contracts and leases of Declarant) except:

Management Agreement with management company

There are no judgments against the Association, nor any pending suits to which the Association is a party nor any pending suits material to the Planned Community of which the Declarant has actual knowledge.

There are no outstanding and uncured notices of violations of governmental requirements affecting the Planned Community.

There are restraints on alienation of Common Elements. The Association may not dispose of the Common Facilities, by sale or otherwise, except upon Conveyance of the Common Facilities to a Governmental/Public Service Entity or other organization which such other organization has been organized for, or has adopted the purpose of, ownership of the Common Facilities and performance of the duties and obligations of the Association as set forth in the Governing Documents, subject to the provisions of §5318 of the Act.

The Declarant has no knowledge of:

- (i) Hazardous conditions, including contamination, affecting the planned community site by hazardous substances, hazardous wastes or the like or the existence of underground storage tanks for petroleum products or other hazardous substances.
- (ii) Any investigation conducted to determine the presence of hazardous conditions on or affecting the planned community site.
- (iii) Any finding or action recommended to be taken in the report of any such investigation or by any governmental body, agency or authority, in order to correct any hazardous conditions and any action taken pursuant to those recommendations.

The address and phone number of the regional office of the Department of Environmental Resources (now Department of Environmental Protection) where information concerning environmental conditions affecting the Planned Community may be obtained is:

Department of Environmental Protection (717) 240-7812
43 Brookwood Avenue
Suite 4
Carlisle, PA 17013

The address and phone number of the regional office of the United States Environmental Protection Agency where information concerning environmental conditions affecting the Planned Community may be obtained is:

United States Environmental Protection Agency (800) 438-2472 or (800) 814-5000
1650 Arch Street
Philadelphia, PA 19103

16. Insurance Coverage

The following insurance coverage is provided or intended to be provided by the Association for the benefit of Unit Owners pursuant to the provisions of which,

- (1) each Unit Owner is or shall be an insured person under the policy with respect to liability arising out of his or her membership in the Association; and
- (2) the insurer waives or shall waive its right to subrogation under the policy against any Unit Owner or member of the Owner's household; and
- (3) no act or omission by any Unit Owner, unless acting within the scope of his authority on behalf of the Association, will void the policy or be a condition to recovery under the policy; and
- (4) if at the time of a loss under the policy there is other insurance in the name of a Unit Owner covering the same risk covered by the policy, the Association's policy is primary insurance not contributing with the other insurance:

comprehensive general liability insurance, including medical payments insurance, in an amount determined by the Executive Board but not less than in the amount of \$1,000,000.00 covering all occurrences commonly insured against for death and bodily injury and \$500,000 covering all occurrences commonly insured against for property damage arising out of or in connection with the use, ownership or maintenance of the Common Elements which such insurance may contain deductible provision(s) in such amount(s) as are determined by the Executive Board ; and

property insurance on the Common Facilities in such amount that the total amount of insurance after application of any deductibles (which such deductibles shall not be greater than the lesser of \$10,000 or 1% of the policy face amount) shall be not less than 100% of the insurable replacement cost of the Insured Property exclusive of land, excavations, foundations and other items normally excluded from property policies; and

property insurance on structures containing Interior Space Units which:

names the Association as the named insured with "loss payable" clause indicating the Association as trustee for each Unit Owner of a Unit within a structure and the holder of each such Unit's mortgage and, if required by Institutional Lenders, including a standard mortgage clause naming as mortgagee either the Institutional Lender or the Institutional Lender's designee, subject that the insurer shall notify in writing the Association and each first mortgage holder named in the mortgage clause at least ten days before the insurer cancels or substantially changes insurance coverage; and

includes insurance of fixtures, equipment, and other personal property within Units to the extent such fixtures, equipment and other personal property are subject to the lien of a mortgage lien against the Unit (collectively, the "Insured Property"), with Inflation Guard Endorsement (when reasonably available), Building Ordinance or Law Endorsement providing for contingent liability from the operation of building laws, demolition costs, and increased costs of reconstruction if the enforcement of any building, zoning, or land-use law will result in loss or damage, increased cost of repairs or reconstruction, or additional demolition and removal costs, and an endorsement providing that any Insurance Trust Agreement will be recognized (if reasonably available), the right of subrogation against unit owners will be waived, the insurance will not be prejudiced by any acts or omissions of Unit Owners that are not under the control of the Association, and the policy will be primary, even if a Unit Owner has other insurance that covers the same loss; and

any other insurance deemed appropriate by the Executive Board to protect the Association or the Unit Owners.

17. Warranties

The Declarant warrants that each Unit will comply with all laws, ordinances, rules and regulations of all governmental entities having jurisdiction thereof and will be served by Public Water, Public Sewer, Electric, Gas, and Telephone service (referred to collectively as "Utilities") and for which all approvals, permits and contracts from all governmental entities having jurisdiction thereof and providers of Utilities therefor for construction of Dwellings on Units, or for construction of structures containing Interior Space Units within the community, are immediately obtainable and, upon the completion of the construction of a Dwelling on a Unit, or for the construction of structures containing Interior Space Units, in accordance with all requirements of all governmental entities having jurisdiction thereof and in accordance with the requirements of all entities providing Utilities (including without limitation payment for and compliance with all requirements for the obtaining of approvals, permits and contracts for such construction and provision of Utilities), a certificate of occupancy shall be immediately obtainable therefore.

The Declarant also provides each home buyer with the warranties contained in Section 5411(b) of the Pennsylvania Uniform Planned Community Act (the "Act") (for two years from the date of closing of the purchase of the Property, Declarant warrants against defects in components constituting the unit which reduce the stability or safety of the structure below accepted standards or restrict the normal intended use of all or part of the structure and which require repair, renovation, restoration or replacement). Nothing in this section shall be construed to make the Declarant responsible for any items of maintenance relating to the unit purchased.

Except for any manufacturers' warranties and any limited warranty that may be provided, and except for the warranties provided pursuant to the Act, DECLARANT MAKES NO OTHER REPRESENTATIONS OR WARRANTIES OF ANY NATURE, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THOSE OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, WORKMANLIKE CONSTRUCTION, HABITABILITY, DESIGN, CONDITION (INCLUDING AS TO LATENT DEFECTS), QUALITY OR OTHERWISE AS TO THE PLANNED COMMUNITY AND THE UNIT AND OTHER IMPROVEMENTS CONSTRUCTED THEREON, AND DECLARANT HEREBY EXPRESSLY DISCLAIMS ANY SUCH REPRESENTATIONS OR WARRANTIES TO THE FULLEST EXTENT PERMITTED BY THE ACT. By accepting a Deed to a Unit, the Buyer acknowledges and accepts such disclaimer and agrees to waive any and all rights the Buyer may have by virtue of such representations and warranties. This exclusion shall be in addition to any exclusions set forth in any Purchase Agreement between the Buyer and the Declarant.

18. Property Restrictions

The use of each Unit in Walden is limited by restrictions and obligations set forth in Article VI of the Declaration.

Restrictions include architectural review and approval required for, among others, additions, alterations, swimming pools, lighting, fencing and gardens and restrictions regarding, among others, occupancy, business uses, animals, vehicles, fences, firewood, tanks, and prohibitions against nuisances and hazardous activities.

The Association, any Unit Owner, or other person with interest in a Unit or portion of the Planned Community may enforce these restrictions by legal means.

19. Annexation, Merger, and Dissolution

No additional properties may be included in, or "added on", to the overall tract of land identified as Walden (such adding on is referred to as "annexation").

The documents provide that, in the event that the Association is dissolved, the Common Land must be conveyed to another entity which would continue to hold the Common Land for the enjoyment of all Unit Owners subject to the provisions of the Act.

Prepared By: Robert G. Dobslaw
Attorney at Law

Return To: Robert G. Dobslaw
Attorney at Law
110 Ridings Way
Lancaster, PA 17601-1708

Parcel ID#: 38-07-0459-020

Pursuant to the provisions of 68 Pa.C.S. Section 5201
this Declaration shall be recorded
in the Office of the Recorder of Deeds
in and for Cumberland County, Pennsylvania
and is to be indexed in the same records
as are notarized for the recording of a deed
and shall identify **Charter Homes at Walden, Inc.** (Declarant)
as the **grantor**, and
Walden, a Planned Community (Name of Planned Community)
as the **grantee**.

All of the real property made subject to this Declaration
is located in
Silver Spring Township,
Cumberland County,
Pennsylvania

**DECLARATION
OF COVENANTS, RESTRICTIONS, EASEMENTS
AND ESTABLISHMENT OF HOMEOWNERS ASSOCIATION
FOR WALDEN, A PLANNED COMMUNITY
IN SILVER SPRING TOWNSHIP, CUMBERLAND COUNTY, PENNSYLVANIA**

AS AMENDED THROUGH

**FOURTEENTH AMENDMENT TO
DECLARATION
OF COVENANTS, RESTRICTIONS, EASEMENTS
AND ESTABLISHMENT OF HOMEOWNERS ASSOCIATION
FOR WALDEN, A PLANNED COMMUNITY
IN SILVER SPRING TOWNSHIP, CUMBERLAND COUNTY, PENNSYLVANIA**

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DECLARATION
OF COVENANTS, RESTRICTIONS, EASEMENTS
AND ESTABLISHMENT OF HOMEOWNERS ASSOCIATION
FOR WALDEN, A PLANNED COMMUNITY
IN SILVER SPRING TOWNSHIP, CUMBERLAND COUNTY, PENNSYLVANIA

This Declaration is made this 22nd day of August, 2007 by Charter Homes at Walden, Inc., a Pennsylvania corporation (herein referred to as "Declarant").

PREAMBLE

WHEREAS, Declarant is the owner of the real property described in Exhibit "A" attached to and made a part of this Declaration (herein referred to as the "Subject Property"); and

WHEREAS, the Subject Property is a part of a certain larger parcel of land described in Exhibit "B" attached to and made a part of this Declaration (herein referred to as the "Overall Parcel") situate in Silver Spring Township, Cumberland County, Pennsylvania; and

WHEREAS, the Subject Property together with such other portions of the Overall Parcel which are made subject to the terms and conditions of this Declaration are herein referred to as the "Community of Walden" or the "Community"; and

WHEREAS, the Overall Parcel has been preliminarily approved for development by Silver Spring Township, Cumberland County, Pennsylvania as shown on that certain plan on file with Silver Spring Township identified as *Preliminary Subdivision Plan Walden* prepared by Alpha Consulting Engineers, Inc, New Cumberland, Pennsylvania dated February 9, 2006, last revised January 25, 2007 (herein referred to as the "Overall Preliminary Development Plan"); and

WHEREAS, from time to time, portions of the Overall Parcel may be approved for subdivision and/or development pursuant to the requirements of all governmental entities having jurisdiction thereof (which such portions of the Overall Parcel so approved for subdivision and/or development are herein referred to individually as a "Property Phase" and collectively as "Property Phases" and the approved, by all governmental entities having jurisdiction thereof, plans of subdivision and/or development of Property Phases are herein referred to individually as a "Subdivision Plan" and collectively as "Subdivision Plans"); and

WHEREAS, a Property Phase of the Subject Property (herein referred to as "Phase 1"), has been approved for subdivision by Silver Spring Township, Cumberland County, Pennsylvania as shown on that certain plan identified as *Final Subdivision Plan Phase I Walden*, prepared by Alpha Consulting Engineers, Inc., New Cumberland, Pennsylvania (herein referred to as "Phase 1 Subdivision Plan") and which such Property Phase of the Overall Parcel has been subdivided by the recordation of said Phase 1 Subdivision Plan in the Office of the Recorder of Deeds in and for Cumberland County, Pennsylvania on February 7, 2007 in Plan Book 93, Page 119; and

WHEREAS, subdivision, development and improvement of the Subject Property has been approved by Silver Spring Township, Cumberland County, Pennsylvania pursuant to the provisions of the Silver Spring Township Zoning Ordinance as amended and pursuant to the terms and conditions of that certain *Conditional Use Application CU2005-15* of Silver Spring Township, Cumberland County Pennsylvania dated February 14, 2006, attached hereto as Exhibit "C", as the same may be modified by the Silver Spring Township, Cumberland County (herein referred to as "Development Conditions"); and

WHEREAS, Declarant desires to develop and improve the Subject Property pursuant to the Overall Preliminary Development Plan, as amended if amended, and, further, Declarant desires to develop and improve Phase 1 pursuant to the Phase 1 Subdivision Plan, as amended and/or revised if amended and/or revised, as the same shall be approved by Silver Spring Township and pursuant to all requirements of all governmental entities having jurisdiction thereof, including without limitation the Development Conditions, subject to the rights of Declarant as set forth herein to modify the Subdivision Plans and the Overall Preliminary Development Plan, with the intent that the Owners and occupants of the Units and the owners and occupants of the structures constructed on the Subject Property and their invited guests may have the benefit, use and enjoyment of certain portions and improvements to the Subject Property as and when developed which shall include all those certain portions of the Subject Property defined in this Declaration as Common Land together with all improvements to such Common Land, together with certain areas and improvements to the Subject Property providing vehicular and pedestrian access to and through the Subject Property and storm water management, subject to the obligation of each Owner of any part of the Subject Property to contribute to the cost of maintenance and improvement of the Common Land, improvements thereto, storm water management facilities, and areas and improvements to the Subject Property providing vehicular and pedestrian access, and all other obligations of the Association all as more fully set forth in this Declaration; and

WHEREAS, the Declarant desires to provide for the preservation and enhancement of the property values, amenities, and opportunities in the Subject Property contributing to the personal and general health, safety and welfare of owners and residents and for the maintenance of the Common Elements, and to this end desires to make the Subject Property subject to the terms and provisions of the Pennsylvania Uniform Planned Community Act (68 Pa.C.S. §5101, *et seq.*) (herein referred to as the "Act") and pursuant to the provisions of said Act, to make provision for the maintenance and administration of the Common Elements, the performance of all other obligations of the Association, the enforcement of covenants and restrictions set forth in this Declaration or in any document or plan referred to in this Declaration, and the method by which assessments and charges shall be made and enforced against each parcel of real property which has been made subject to this Declaration or any Supplement or Amendment hereto and the Owner(s) thereof for the aforesaid purposes and to subject the Subject Property to the covenants, restrictions, easements, charges and liens set forth in this Declaration, each and all of which is and are for the benefit of the Subject Property and for each Owner, tenant, or occupant of a part thereof; and

WHEREAS, to provide a means for meeting the purposes and intents set forth in this Declaration, the Act, and the requirements of Silver Spring Township, Cumberland County, Pennsylvania, the Declarant has incorporated, under the laws of the Commonwealth of Pennsylvania, the "Walden Neighborhood Association, Inc.," a non-profit corporation in which each Unit Owner in the Subject Property shall be a Member and which such Membership shall run with and be inseparable from ownership of a Unit in the Subject Property.

NOW, THEREFORE, Declarant hereby declares that the Subject Property, and each part of, or Unit in, the Subject Property (excepting any part thereof, if any, Conveyed or to be Conveyed to Governmental/Public Service Entities) is and shall be held, transferred, sold, conveyed and occupied subject to the easements, covenants, conditions, restrictions, charges and liens set forth in this Declaration.

AND FURTHER, the Subject Property is, by this Declaration, made a Planned Community (as such term is defined by the Act) in accordance with the provisions of the Act.

AND FURTHER, Declarant hereby delegates and assigns to the Walden Neighborhood Association, Inc. the power and duty of maintaining and administering the Common Elements, except as specifically set forth herein administering and enforcing the covenants and restrictions set forth in this Declaration, collecting and disbursing the assessments and charges hereinafter set forth in this Declaration, and promoting the recreation, health, safety, and welfare of the residents of the Community of Walden.

PREAMBLE TO FIRST AMENDMENT

WHEREAS, the Subject Property (as such term is defined in Section 1.61 of this Declaration) has been made subject to the terms and conditions of this Declaration by that certain *Declaration of Covenants, Restrictions, Easements and Establishment of Homeowners Association for Walden, a Planned Community in Silver Spring Township, Cumberland County, Pennsylvania* ("Declaration") of record in the Office of the Recorder of deeds in and for Cumberland County, Pennsylvania as Instrument Number 200732950; and

WHEREAS, as set forth in Section 2.6 of this Declaration, as amended, there are One Hundred Eighty Nine (189) Units in the Subject Property; and

WHEREAS, the Owners of not less than one hundred twenty six (127) of the Units (being not less than sixty seven percent (67%) of the Units within the Subject Property) desire to amend this Declaration in accordance with the terms of Section 9.3 of this Declaration; and

WHEREAS, as of the date of this Amendment, there are no Eligible Mortgage Holders (as such term is defined in Section 8.2.5 of this Declaration); and

WHEREAS, this Amendment contains no provisions diminishing various rights and interests of Silver Spring Township, Cumberland County, Pennsylvania nor impairing or affecting such rights, priorities, remedies, or interests of Silver Spring Township, the prior written consent of Silver Spring Township is not required for adoption.

NOW, THEREFORE, this Declaration is amended as follows:

PREAMBLE TO SECOND AMENDMENT

WHEREAS, the Subject Property (as such term is defined in Section 1.61 of this Declaration, as amended) has been made subject to the terms and conditions of this Declaration by the following documents (collectively, the "Declaration"):

that certain *Declaration of Covenants, Restrictions, Easements and Establishment of Homeowners Association for Walden, a Planned Community in Silver Spring Township, Cumberland County, Pennsylvania* of record in the Office of the Recorder of deeds in and for Cumberland County, Pennsylvania as Instrument Number 200732950; and

that certain *First Amendment to Declaration of Covenants, Restrictions, Easements and Establishment of Homeowners Association for Walden, a Planned Community in Silver Spring Township, Cumberland County, Pennsylvania* of record in the Office of the Recorder of deeds in and for Cumberland County, Pennsylvania as Instrument Number 200940104; and

WHEREAS, pursuant to §5219(f) of the Pennsylvania Uniform Planned Community Act, 68 Pa.C.S.A. §5101, *et seq.* (the "Act"), the Executive Board may, at its discretion, and upon receipt of an opinion from independent legal counsel to the effect that the proposed amendment is permitted by the terms of §5219(f) of the Act, effect an appropriate corrective amendment to this Declaration if such amendment is necessary in the judgment of the executive board to correct or supplement any provision of the declaration, including the plats and plans, that is defective, missing or inconsistent with any other provision of the declaration; and

WHEREAS, the subdivision of the Subject Property as defined in Section 1.60.1 of this Declaration into individual Lots (as such term is defined in Section 1.42 of this Declaration) as recorded in the Office of the Recorder of Deeds in and for Cumberland County, Pennsylvania on February 7, 2007 in Plan Book 93, Page 119 has been revised by the approval of all governmental entities having jurisdiction of (a) the *Final Plan for the Resubdivision of Lots 114 through 129 Walden* (and by the recordation thereof in the Office of the Recorder of Deeds in and for Cumberland County, Pennsylvania on August 14, 2008 as Instrument Number 200827785), (b) the *Final Plan for the Resubdivision of Lots 18 thru 52 Walden* (and by the recordation thereof in the Office of the Recorder of Deeds in and for Cumberland County, Pennsylvania on September 3, 2009 as Instrument Number 200931116), (c) the *Final Subdivision Plan for the Resubdivision of Lots 105 - 113 Walden* (and by the recordation thereof in the Office of the Recorder of Deeds in and for Cumberland County, Pennsylvania on June 25, 2010 as Instrument Number 201016842, (d) the *Final Subdivision Plan for Crossroads at Walden* (and by the recordation thereof in the Office of the Recorder of Deeds in and for Cumberland County, Pennsylvania on February 23, 2011 as Instrument Number 201106242, (e) the *Final Land Development Plan for Crossroads at Walden* (and by the recordation thereof in the Office of the Recorder of Deeds in and for Cumberland County, Pennsylvania on February 24, 2011 as Instrument Number 201106316); and (f) *Walden Final Subdivision Plan for the Resubdivision of Lots 69 through 78 and Lots 99 through 104* prepared by Alpha Consulting Engineers, New Cumberland, PA which has been submitted for approval to Silver Spring Township, Cumberland County, Pennsylvania pursuant to the provisions of the Silver Spring Township Subdivision and Land Development Ordinance, as amended, such *Walden Final Subdivision Plan for the Resubdivision of Lots 69 through 78 and Lots 99 through 104* to be, following approval by Silver Spring Township, Cumberland County, Pennsylvania recorded in the Office of the Recorder of Deeds in and for Cumberland County, Pennsylvania. The Phase 1 Subdivision Plan as so revised is herein referred to as the "Phase 1 Subdivision Plan as Revised"; and

WHEREAS, the Plat (as such term is defined in Section 1.51 of this Declaration) as recorded as Instrument Number 200753951 as part of this Declaration in the Office of the Recorder of deeds in and for Cumberland County, Pennsylvania as Instrument Number 200732950 is inconsistent with the Phase 1 Subdivision Plan as Revised and is therefor defective; and

WHEREAS, pursuant to the provisions of §5219(f) of the Act, in the judgment of the Executive Board it is necessary to amend this Declaration to correct and supplement the provisions of this Declaration, including the Plats and Plans, that are defective, missing and inconsistent; and

WHEREAS, the Executive Board has received an opinion from independent legal counsel to the effect that the proposed amendment is permitted by the terms of §5219(f) of the Act; and

WHEREAS, this Amendment, recorded pursuant to the provisions of § 5219(c) of the Act, is an Amendment to this Declaration correcting provisions of this Declaration that are defective; and

WHEREAS, by its execution of the all of the revisions comprising the Phase 1 Subdivision Plan as Revised, the Declarant, Charter Homes at Walden, Inc., the Owner of all of the Lots the boundaries of which were revised by the recordations of the Phase 1 Subdivision Plan as Revised, by its execution of the all of the revisions comprising the Phase 1 Subdivision Plan as Revised, is deemed to have made application to the Association to prepare and record plats or plans necessary to show the altered boundaries and their dimensions and identifying numbers; and

WHEREAS, the Executive Board has determined that the revisions of the boundaries which were revised by the recordations of the Phase 1 Subdivision Plan as Revised are not unreasonable; and

WHEREAS, this Declaration states the methods by which the Association Interest, votes in the Association and Common Expense Liability of Units are determined and this Amendment sets forth the components of each Unit, the boundaries of which are revised, which are required to determine the Association Interest, votes in the Association and Common Expense Liability of Units, this Amendment states the allocation of Association Interest, votes in the Association and Common Expense Liability resulting from the alterations to the boundaries, locations, and dimensions of Units the boundaries of which are revised by this Amendment; and

WHEREAS, by its execution of this Amendment, Charter Homes at Walden, Inc., the owner of all of the Lots the boundaries of which were revised by the recordations of the Phase 1 Subdivision Plan as Revised, hereby states and acknowledges that, by its execution of the components of the Phase 1 Subdivision Plan as Revised, did grant and convey unto itself all of the areas of all Lots reallocated by the components of the Phase 1 Subdivision Plan as Revised; and

WHEREAS, this Amendment, recorded pursuant to the provisions of § 5219(c) of the Act, is an Amendment to this Declaration setting forth alterations to the boundaries, locations, and dimensions of Units and Common Elements in accordance with the provisions of § 5214 of the Act and the provisions of Section 2.1.2.2 of this Declaration; and

WHEREAS, the Declaration was executed by Charter Homes at Walden, Inc., a Pennsylvania corporation as "Declarant" in accordance with the provisions of the Act"; and

WHEREAS, portions of the Phase 1 Subdivision Plan as defined in Section 1.60.1 of this Declaration have been revised and modified, and approved by all government entities having jurisdiction as revised and modified; and

WHEREAS, pursuant to Section 2.1 of this Declaration as amended, the dimensions of the community to be developed pursuant to the terms of this Declaration, the boundaries, locations, and dimensions of Units, Common Elements, and Improvements, including Roadways, may be altered by Declarant and portions of Common Elements may be allocated as Limited Common Elements by Declarant; and

WHEREAS, the alteration of the dimensions of the community to be developed pursuant to the terms of this Declaration and/or alteration to the boundaries, locations, and dimensions of Units, Common Elements, and Improvements, including Roadways, have been approved by all governmental entities having jurisdiction of a plan or plans of subdivision and/or land development which supercede and replace, in whole or in part, the Subdivision Plan as previously defined in Section 1.60.1 of this Declaration; and

WHEREAS, pursuant to Section 2.1.2.1.2 of this Declaration as amended, this Amendment, executed by the Declarant and recorded pursuant to the provisions of § 5219(c) of the Act, is an Amendment to this Declaration setting forth the alterations to the dimensions of the community to be developed pursuant to the terms of this Declaration and/or to the boundaries, locations, and dimensions of Common Facilities or Community Improvements, including Roadways; and

WHEREAS, as of the date of this Amendment, there are no Eligible Mortgage Holders (as such term is defined in Section 8.2.5 of this Declaration); and

WHEREAS, This Amendment contains no provisions impairing or affecting the rights priorities, remedies, or interests of Silver Spring Township, Cumberland County, Pennsylvania and the prior written consent of Silver Spring Township is not required for adoption.

NOW, THEREFORE, this Declaration is amended as follows:

PREAMBLE TO THIRD AMENDMENT

WHEREAS, the Subject Property (as such term is defined in Section 1.61 of this Declaration, as amended) has been made subject to the terms and conditions of this Declaration by the following documents (collectively, the "Declaration"):

that certain *Declaration of Covenants, Restrictions, Easements and Establishment of Homeowners Association for Walden, a Planned Community in Silver Spring Township, Cumberland County, Pennsylvania* of record in the Office of the Recorder of deeds in and for Cumberland County, Pennsylvania as Instrument Number 200732950; and

that certain *First Amendment to Declaration of Covenants, Restrictions, Easements and Establishment of Homeowners Association for Walden, a Planned Community in Silver Spring Township, Cumberland County, Pennsylvania* of record in the Office of the Recorder of deeds in and for Cumberland County, Pennsylvania as Instrument Number 200940104; and

that certain *Second Amendment to Declaration of Covenants, Restrictions, Easements and Establishment of Homeowners Association for Walden, a Planned Community in Silver Spring Township, Cumberland County, Pennsylvania* of record in the Office of the Recorder of deeds in and for Cumberland County, Pennsylvania as Instrument Number 201126996; and

WHEREAS, by Deed, of record in the Office of the Recorder of Deeds in and for Cumberland County, Pennsylvania as Instrument Number 201107629, the Assignee Declarant is the owner of the real property described as:

ALL THOSE CERTAIN tracts or parcels of land situate in Silver Spring Township, Cumberland County, Pennsylvania, being Lots 129, 130, and 187 in Walden, a Planned Community as shown, depicted and identified on that certain *Final Subdivision Plan for Crossroads at Walden*, prepared by Alpha Consulting Engineers, New Cumberland, PA, of record in the Office of the Recorder of Deeds in and for Cumberland County, Pennsylvania as Instrument No. 201106242 (collectively, the "Crossroads Property"); and

WHEREAS, pursuant to the terms of the Declaration, Units 129, 130, and 187 in Walden, a Planned Community were created within the Crossroads Property (1) by the recordation of the *Final Subdivision Plan for Crossroads at Walden* in the Office of the Recorder of Deeds in and for Cumberland County, Pennsylvania on February 23, 2011 as Instrument Number 201106242; and (2) by the recordation of the *Final Land Development Plan for Crossroads at Walden* in the Office of the Recorder of Deeds in and for Cumberland County, Pennsylvania on February 24, 2011 as Instrument Number 201106316; and (3) by the recordation of the *Second Amendment to Declaration of Covenants, Restrictions, Easements and Establishment of Homeowners Association for Walden, a Planned Community in Silver Spring Township, Cumberland County, Pennsylvania* in the Office of the Recorder of deeds in and for Cumberland County, Pennsylvania as Instrument Number 201126996; and

WHEREAS nine (9) Solely Residential Dwelling Lot Units being Unit Numbers 735 through 739 inclusive and Unit Numbers 744 through 747 inclusive; four (4) Solely Residential Interior Space Units being Unit Numbers 705 through 708 inclusive; and one (1) Solely Commercial Interior Space Unit being Unit Number 805 containing 1,505 square feet of non-residential space were created from the land prior thereto within Unit 130 by the recordation of the *Second Amendment to Declaration of Covenants, Restrictions, Easements and Establishment of Homeowners Association for Walden, a Planned Community in Silver Spring Township, Cumberland County, Pennsylvania* in the Office of the Recorder of deeds in and for Cumberland County, Pennsylvania as Instrument Number 201126996; and

WHEREAS, by that certain *Partial Assignments of Special Declarant Rights* of record in the Office of the Recorder of Deeds in and for Cumberland County, Pennsylvania as Instrument Number 201107630 ("Partial Assignment"), the Assignee Declarant was granted certain Special Declarant Rights, in and to the certain property defined as the "Conveyed Property" in the Partial Assignment; and

WHEREAS, Unit 130 is a portion of the Conveyed Property subject to the terms and conditions of the Partial Assignment; and

WHEREAS, by the terms and conditions of the Partial Assignment, the Assignee Declarant was granted the Special Declarant Right to subdivide the Conveyed Property into two or more Units, Common Elements or a combination of Units and Common Elements; and allocate portions of such Common Elements as Limited Common Elements; and

WHEREAS, pursuant to the provisions of § 5215 of the Act and pursuant to the provisions of Section 2.1.1.5 of this Declaration, Assignee Declarant desires to, and has made application to the Association to, subdivide Unit 130, being a portion of the Conveyed Property, into a combination of Units and Common Elements and to designate portions of such Common Elements as Limited Common Elements; and

WHEREAS, this Amendment assigns an identifying number or other designator to each Unit created and, by the designation of each of the Units created in accordance with the provisions of Section 2.1.2.3 of this Declaration, reallocates the Association Interest, votes in the Association and Common Expense Liability of Units formerly allocated to the subdivided Unit to the new Units in the manner set forth in Sections 4.5.2 and 4.5.5 of this Declaration: and

WHEREAS, this Amendment, executed by the Assignee Declarant and the Owner of the Unit to be subdivided, and prepared, executed, and recorded by the Association pursuant to the provisions of § 5219(c) of the Act, is an Amendment to this Declaration, including the Plat(s) and Plan(s), as required by Sections 5209(c), 5210(f), 5215(a), and 5215(b) of the Act; and

WHEREAS, pursuant to §5219(f) of the Act, the Executive Board may, at its discretion, and upon receipt of an opinion from independent legal counsel to the effect that the proposed amendment is permitted by the terms of §5219(f) of the Act, effect an appropriate corrective amendment to this Declaration if such amendment is necessary in the judgment of the Executive Board to correct or supplement any provision of the Declaration, including the Plat(s) and Plan(s), that is defective, missing or inconsistent with any other provision of the Declaration; and

WHEREAS, the subdivision of the Subject Property as defined in Section 1.60.1 of this Declaration into individual Lots (as such term is defined in Section 1.42 of this Declaration) as recorded in the Office of the Recorder of Deeds in and for Cumberland County, Pennsylvania on February 7, 2007 in Plan Book 93, Page 119 has been revised by the approval of all governmental entities having jurisdiction of (a) the *Final Plan for the Resubdivision of Lots 114 through 129 Walden* (and by the recordation thereof in the Office of the Recorder of Deeds in and for Cumberland County, Pennsylvania on August 14, 2008 as Instrument Number 200827785), (b) the *Final Plan for the Resubdivision of Lots 18 thru 52 Walden* (and by the recordation thereof in the Office of the Recorder of Deeds in and for Cumberland County, Pennsylvania on September 3, 2009 as Instrument Number 200931116), (c) the *Final Subdivision Plan for the Resubdivision of Lots 105 - 113 Walden* (and by the recordation thereof in the Office of the Recorder of Deeds in and for Cumberland County, Pennsylvania on June 25, 2010 as Instrument Number 201016842, (d) the *Final Subdivision Plan for Crossroads at Walden* (and by the recordation thereof in the Office of the Recorder of Deeds in and for Cumberland County, Pennsylvania on February 23, 2011 as Instrument Number 201106242, (e) the *Final Land Development Plan for Crossroads at Walden* (and by the recordation thereof in the Office of the Recorder of Deeds in and for Cumberland County, Pennsylvania on February 24, 2011 as Instrument Number 201106316); and (f) *Walden Final Subdivision Plan for the Resubdivision of Lots 69 through 78 and Lots 99 through 104* (and by the recordation thereof in the Office of the Recorder of Deeds in and for Cumberland County, Pennsylvania on November 15, 2011 as Instrument Number 201131793). The Phase 1 Subdivision Plan as so revised is herein referred to as the "Phase 1 Subdivision Plan as Revised"; and

WHEREAS, the Declaration contains defective and missing terms in Sections 1.60.1, 1.64.1.2.3, 1.64.2.1, 1.64.2.2, 1.64.2.3, 2.6, and 4.4.1.2.1.1, of the Declaration; and

WHEREAS, pursuant to the provisions of §5219(f) of the Act, in the judgment of the Executive Board it is necessary to amend this Declaration to correct and supplement the provisions of this Declaration that are defective and missing; and

WHEREAS, the Executive Board has received an opinion from independent legal counsel to the effect that the proposed amendment is permitted by the terms of §5219(f) of the Act; and

WHEREAS, this Amendment, recorded pursuant to the provisions of § 5219(c) of the Act, is an Amendment to this Declaration correcting provisions of this Declaration that are defective and missing; and

WHEREAS, as of the date of this Amendment, there are no Eligible Mortgage Holders (as such term is defined in Section 8.2.5 of this Declaration); and

WHEREAS, This Amendment contains no provisions impairing or affecting the rights priorities, remedies, or interests of Silver Spring Township, Cumberland County, Pennsylvania and the prior written consent of Silver Spring Township is not required for adoption.

NOW, THEREFORE, this Declaration is amended as follows:

PREAMBLE TO FOURTH AMENDMENT

WHEREAS, the Subject Property (as such term is defined in Section 1.61 of this Declaration, as amended) has been made subject to the terms and conditions of this Declaration by the following documents (collectively, the "Declaration"):

that certain *Declaration of Covenants, Restrictions, Easements and Establishment of Homeowners Association for Walden, a Planned Community in Silver Spring Township, Cumberland County, Pennsylvania* of record in the Office of the Recorder of deeds in and for Cumberland County, Pennsylvania as Instrument Number 200732950; and

that certain *First Amendment to Declaration of Covenants, Restrictions, Easements and Establishment of Homeowners Association for Walden, a Planned Community in Silver Spring Township, Cumberland County, Pennsylvania* of record in the Office of the Recorder of deeds in and for Cumberland County, Pennsylvania as Instrument Number 200940104; and

that certain *Third Amendment to Declaration of Covenants, Restrictions, Easements and Establishment of Homeowners Association for Walden, a Planned Community in Silver Spring Township, Cumberland County, Pennsylvania* of record in the Office of the Recorder of deeds in and for Cumberland County, Pennsylvania as Instrument Number 201207757; and

WHEREAS, the Declaration was executed by Charter Homes at Walden, a Pennsylvania corporation ("Declarant") in accordance with the provisions of the Pennsylvania Uniform Planned Community Act, 68 P.C.S.A. §5101, *et seq.* (the "Act"); and

WHEREAS, the Declarant is the sole owner of the real property described in Exhibit "E" attached to this Fourth Amendment to Declaration and made a part of this Declaration excluding thereout and therefrom the real property described in Exhibit "D" attached to this Declaration; and

WHEREAS, pursuant to the provisions of Section 3.9 of this Declaration, the right is reserved, to the Declarant, until the earlier of (a) that date which is seven (7) years after the date of recording of this Declaration ("Incorporation Termination Date"), or (b) such time as all of the Additional Real Estate shall have been made subject to the provisions, terms, and conditions of this Declaration to make some, or all, of the Additional Real Estate subject to the provisions, terms, and conditions of this Declaration and, if making subject to this Declaration, (i) to within such Additional Real Estate designate parts thereof as Units, Common Elements, and Limited Common Elements, and (ii) to designate all, none, or any part of such Additional Real Estate made subject to this Declaration as a Voisinage or as a part of an existing Voisinage; and

WHEREAS, this Fourth Amendment is executed and recorded prior to the Incorporation Termination Date; and

WHEREAS, in accordance with the provisions of Section 3.9 of this Declaration, the Declarant desires to amend the Declaration pursuant to the provisions of Section 5219 of the Act in accordance with Section 5211(a) of the Act, for the purpose of making a portion of the Additional Real Estate subject to the terms and conditions of this Declaration and to within such portion of the Additional Real Estate made subject to the terms and conditions of this Declaration designate parts thereof as Units, Common Elements, and Limited Common Elements, and to designate parts of the portion of the Additional Real Estate made subject to this Declaration as a Voisinage or as a part of an existing Voisinage; and

WHEREAS, by Deed, of record in the Office of the Recorder of Deeds in and for Cumberland County, Pennsylvania as Instrument Number 201107629, the Assignee Declarant is the owner of the real property described as:

UNIT NUMBER: 187 in Walden, a Planned Community as established by the filing of the Declaration of Covenants, Restrictions, Easements and Establishment of Homeowners Association for Walden, a Planned Community in Silver Spring Township, Cumberland County, Pennsylvania as recorded in the Office of the Recorder of Deeds in and for Cumberland County, Pennsylvania in Instrument No. 200732950 with Plat in Right-of-way Instrument No. 200732951; First Amendment to Declaration in Instrument No. 200940104; Second Amendment in Instrument No. 201126996 with Plat in Right-of-way Instrument No. 201126996; Third Amendment in Instrument No. 201207757 with Plat in Right-of-way Instrument No. 201207757 ("Subject Unit"); and

WHEREAS, by that certain *Partial Assignments of Special Declarant Rights* of record in the Office of the Recorder of Deeds in and for Cumberland County, Pennsylvania as Instrument Number 201107630 ("Partial Assignment"), the Assignee Declarant was granted certain Special Declarant Rights, in and to the certain property defined as the "Conveyed Property" in the Partial Assignment; and

WHEREAS, the Subject Unit is a portion of the Conveyed Property subject to the terms and conditions of the Partial Assignment; and

WHEREAS, by the terms and conditions of the Partial Assignment, the Assignee Declarant was granted the Special Declarant Right to subdivide the Conveyed Property into two or more Units, Common Elements or a combination of Units and Common Elements; and to allocate portions of such Common Elements as Limited Common Elements; and

WHEREAS, pursuant to the provisions of § 5215 of the Act and pursuant to the provisions of Section 2.1.1.5 of this Declaration, Assignee Declarant desires to, and has made application to the Association to, subdivide Unit 187, being a portion of the Conveyed Property, into a combination of Units and Common Elements; and

WHEREAS, this Amendment assigns an identifying number or other designator to each Unit created and, by the designation of each of the Units created in accordance with the provisions of Section 2.1.2.3 of this Declaration, reallocates the Association Interest, votes in the Association and Common Expense Liability of Units formerly allocated to the subdivided Unit to the new Units in the manner set forth in Sections 4.5.2 and 4.5.5 of this Declaration: and

WHEREAS, this Amendment, executed by the Assignee Declarant and the Owner of the Unit to be subdivided, and prepared, executed, and recorded by the Association pursuant to the provisions of § 5219(c) of the Act, is an Amendment to this Declaration, including the Plat(s) and Plan(s), as required by Sections 5210(f), 5215(a), and 5215(b) of the Act.

NOW, THEREFORE, this Declaration is amended as follows:

PREAMBLE TO FIFTH AMENDMENT

WHEREAS, the Subject Property (as such term is defined in Section 1.61 of this Declaration, as amended) has been made subject to the terms and conditions of this Declaration by the following documents (collectively, the "Declaration"):

that certain *Declaration of Covenants, Restrictions, Easements and Establishment of Homeowners Association for Walden, a Planned Community in Silver Spring Township, Cumberland County, Pennsylvania* of record in the Office of the Recorder of deeds in and for Cumberland County, Pennsylvania as Instrument Number 200732950; and

that certain *First Amendment to Declaration of Covenants, Restrictions, Easements and Establishment of Homeowners Association for Walden, a Planned Community in Silver Spring Township, Cumberland County, Pennsylvania* of record in the Office of the Recorder of deeds in and for Cumberland County, Pennsylvania as Instrument Number 200940104; and

that certain *Second Amendment to Declaration of Covenants, Restrictions, Easements and Establishment of Homeowners Association for Walden, a Planned Community in Silver Spring Township, Cumberland County, Pennsylvania* of record in the Office of the Recorder of deeds in and for Cumberland County, Pennsylvania as Instrument Number 201126996; and

that certain *Third Amendment to Declaration of Covenants, Restrictions, Easements and Establishment of Homeowners Association for Walden, a Planned Community in Silver Spring Township, Cumberland County, Pennsylvania* of record in the Office of the Recorder of deeds in and for Cumberland County, Pennsylvania as Instrument Number 201207757; and

that certain *Fourth Amendment to Declaration of Covenants, Restrictions, Easements and Establishment of Homeowners Association for Walden, a Planned Community in Silver Spring Township, Cumberland County, Pennsylvania* of record in the Office of the Recorder of deeds in and for Cumberland County, Pennsylvania as Instrument Number 201225051; and

WHEREAS, by Deed, of record in the Office of the Recorder of Deeds in and for Cumberland County, Pennsylvania as Instrument Number 201107629, the Assignee Declarant is the owner of the real property described as:

ALL THOSE CERTAIN tracts or parcels of land situate in Silver Spring Township, Cumberland County, Pennsylvania, being Lots 129, 130, and 187 in Walden, a Planned Community as shown, depicted and identified on that certain *Final Subdivision Plan for Crossroads at Walden*, prepared by Alpha Consulting Engineers, New Cumberland, PA, of record in the Office of the Recorder of Deeds in and for Cumberland County, Pennsylvania as Instrument No. 201106242 (collectively, the "Crossroads Property"); and

WHEREAS, by that certain *Partial Assignments of Special Declarant Rights* of record in the Office of the Recorder of Deeds in and for Cumberland County, Pennsylvania as Instrument Number 201107630 ("Partial Assignment"), the Assignee Declarant was granted certain Special Declarant Rights, in and to the certain property defined as the "Conveyed Property" in the Partial Assignment; and

WHEREAS, Unit 129 is a portion of the Conveyed Property subject to the terms and conditions of the Partial Assignment; and

WHEREAS, pursuant to the provisions of § 5215 of the Act and pursuant to the provisions of Section 2.1.1.5 of this Declaration, by that certain *Third Amendment to Declaration of Covenants, Restrictions, Easements and Establishment of Homeowners Association for Walden, a Planned Community in Silver Spring Township, Cumberland County, Pennsylvania* of record in the Office of the Recorder of deeds in and for Cumberland County, Pennsylvania as Instrument Number 201207757 a portion, but not all, of Unit 130 was subdivided into a combination of Units and Common Elements and portions of such Common Elements were designated as Limited Common Elements; and

WHEREAS, Unit 130 is, as of the date of this Fifth Amendment to Declaration, the remaining portion of Unit 130 of the Conveyed Property subject to the terms and conditions of the Partial Assignment; and

WHEREAS, by the terms and conditions of the Partial Assignment, the Assignee Declarant was granted the Special Declarant Right to subdivide the Conveyed Property into two or more Units, Common Elements or a combination of Units and Common Elements; and allocate portions of such Common Elements as Limited Common Elements; and

WHEREAS, pursuant to the provisions of § 5215 of the Act and pursuant to the provisions of Section 2.1.1.5 of this Declaration, Assignee Declarant desires to, and has made application to the Association to, subdivide Units 129 and Unit 130, being portions of the Conveyed Property, into a combination of Units and Common Elements and to designate portions of such Common Elements as Limited Common Elements; and

WHEREAS, this Fifth Amendment assigns an identifying number or other designator to each Unit created and, by the designation of each of the Units created in accordance with the provisions of Section 2.1.2.3 of this Declaration, reallocates the Association Interest, votes in the Association and Common Expense Liability of Units formerly allocated to the subdivided Unit to the new Units in the manner set forth in Sections 4.5.2 and 4.5.5 of this Declaration: and

WHEREAS, this Fifth Amendment, executed by the Assignee Declarant and the Owner of the Units to be subdivided, and prepared, executed, and recorded by the Association pursuant to the provisions of § 5219(c) of the Act, is an Amendment to this Declaration, including the Plat(s) and Plan(s), as required by Sections 5209(c), 5210(f), 5215(a), and 5215(b) of the Act; and

WHEREAS, as of the date of this Fifth Amendment, there are no Eligible Mortgage Holders (as such term is defined in Section 8.2.5 of this Declaration); and

WHEREAS, This Fifth Amendment contains no provisions impairing or affecting the rights priorities, remedies, or interests of Silver Spring Township, Cumberland County, Pennsylvania and the prior written consent of Silver Spring Township is not required for adoption.

NOW, THEREFORE, this Declaration is amended as follows:

PREAMBLE TO SIXTH AMENDMENT

WHEREAS, the Subject Property (as such term is defined in Section 1.61 of this Declaration, as amended) has been made subject to the terms and conditions of this Declaration by the following documents (collectively, the "Declaration"):

that certain *Declaration of Covenants, Restrictions, Easements and Establishment of Homeowners Association for Walden, a Planned Community in Silver Spring Township, Cumberland County, Pennsylvania* of record in the Office of the Recorder of deeds in and for Cumberland County, Pennsylvania as Instrument Number 200732950; and

that certain *First Amendment to Declaration of Covenants, Restrictions, Easements and Establishment of Homeowners Association for Walden, a Planned Community in Silver Spring Township, Cumberland County, Pennsylvania* of record in the Office of the Recorder of deeds in and for Cumberland County, Pennsylvania as Instrument Number 200940104; and

that certain *Second Amendment to Declaration of Covenants, Restrictions, Easements and Establishment of Homeowners Association for Walden, a Planned Community in Silver Spring Township, Cumberland County, Pennsylvania* of record in the Office of the Recorder of deeds in and for Cumberland County, Pennsylvania as Instrument Number 201126996; and

that certain *Third Amendment to Declaration of Covenants, Restrictions, Easements and Establishment of Homeowners Association for Walden, a Planned Community in Silver Spring Township, Cumberland County, Pennsylvania* of record in the Office of the Recorder of deeds in and for Cumberland County, Pennsylvania as Instrument Number 201207757; and

that certain *Fourth Amendment to Declaration of Covenants, Restrictions, Easements and Establishment of Homeowners Association for Walden, a Planned Community in Silver Spring Township, Cumberland County, Pennsylvania* of record in the Office of the Recorder of deeds in and for Cumberland County, Pennsylvania as Instrument Number 201225051; and

that certain *Fifth Amendment to Declaration of Covenants, Restrictions, Easements and Establishment of Homeowners Association for Walden, a Planned Community in Silver Spring Township, Cumberland County, Pennsylvania* of record in the Office of the Recorder of deeds in and for Cumberland County, Pennsylvania as Instrument Number 201235584; and

WHEREAS, by Deed, of record in the Office of the Recorder of Deeds in and for Cumberland County, Pennsylvania as Instrument Number 201107629, the Assignee Declarant is the owner of the real property described as:

ALL THOSE CERTAIN tracts or parcels of land situate in Silver Spring Township, Cumberland County, Pennsylvania, being Lots 129, 130, and 187 in Walden, a Planned Community as shown, depicted and identified on that certain *Final Subdivision Plan for Crossroads at Walden*, prepared by Alpha Consulting Engineers, New Cumberland, PA, of record in the Office of the Recorder of Deeds in and for Cumberland County, Pennsylvania as Instrument No. 201106242 (collectively, the "Crossroads Property"); and

WHEREAS, by that certain *Partial Assignments of Special Declarant Rights* of record in the Office of the Recorder of Deeds in and for Cumberland County, Pennsylvania as Instrument Number 201107630 (“Partial Assignment”), the Assignee Declarant was granted certain Special Declarant Rights, in and to the certain property defined as the "Conveyed Property" in the Partial Assignment; and

WHEREAS, Units 129, 130, and 187 are portions of the Conveyed Property subject to the terms and conditions of the Partial Assignment; and

WHEREAS, pursuant to the provisions of § 5215 of the Act and pursuant to the provisions of Section 2.1.1.5 of this Declaration, by that certain *Fourth Amendment to Declaration of Covenants, Restrictions, Easements and Establishment of Homeowners Association for Walden, a Planned Community in Silver Spring Township, Cumberland County, Pennsylvania* of record in the Office of the Recorder of deeds in and for Cumberland County, Pennsylvania as Instrument Number 201225051 a portion, but not all, of Unit 187 was subdivided into a combination of Units and Common Elements and portions of such Common Elements were designated as Limited Common Elements; and

WHEREAS, pursuant to the provisions of § 5215 of the Act and pursuant to the provisions of Section 2.1.1.5 of this Declaration, by that certain *Fifth Amendment to Declaration of Covenants, Restrictions, Easements and Establishment of Homeowners Association for Walden, a Planned Community in Silver Spring Township, Cumberland County, Pennsylvania* of record in the Office of the Recorder of deeds in and for Cumberland County, Pennsylvania as Instrument Number 201235584 portions, but not all, of Units 129 and 130 were subdivided into a combination of Units and Common Elements and portions of such Common Elements were designated as Limited Common Elements; and

WHEREAS, Unit 129 is, as of the date of this Sixth Amendment to Declaration, the remaining portion of Unit 129 of the Conveyed Property subject to the terms and conditions of the Partial Assignment; and

WHEREAS, Unit 130 is, as of the date of this Sixth Amendment to Declaration, the remaining portion of Unit 130 of the Conveyed Property subject to the terms and conditions of the Partial Assignment; and

WHEREAS, Unit 187 is, as of the date of this Sixth Amendment to Declaration, the remaining portion of Unit 187 of the Conveyed Property subject to the terms and conditions of the Partial Assignment; and

WHEREAS, by the terms and conditions of the Partial Assignment, the Assignee Declarant was granted the Special Declarant Right to subdivide the Conveyed Property into two or more Units, Common Elements or a combination of Units and Common Elements; and allocate portions of such Common Elements as Limited Common Elements; and

WHEREAS, pursuant to the provisions of § 5215 of the Act and pursuant to the provisions of Section 2.1.1.5 of this Declaration, Assignee Declarant desires to, and has made application to the Association to, subdivide Unit 129, Unit 130, and Unit 187, being portions of the Conveyed Property, into a combination of Units and Common Elements and to designate portions of such Common Elements as Limited Common Elements; and

WHEREAS, this Sixth Amendment assigns an identifying number or other designator to each Unit created and, by the designation of each of the Units created in accordance with the provisions of Section 2.1.2.3 of this Declaration, reallocates the Association Interest, votes in the Association and Common Expense Liability of Units formerly allocated to the subdivided Unit to the new Units in the manner set forth in Sections 4.5.2 and 4.5.5 of this Declaration: and

WHEREAS, this Sixth Amendment, executed by the Assignee Declarant and the Owner of the Units to be subdivided, and prepared, executed, and recorded by the Association pursuant to the provisions of § 5219(c) of the Act, is an Amendment to this Declaration, including the Plat(s) and Plan(s), as required by Sections 5209(c), 5210(f), 5215(a), and 5215(b) of the Act; and

WHEREAS, as of the date of this Sixth Amendment, there are no Eligible Mortgage Holders (as such term is defined in Section 8.2.5 of this Declaration); and

WHEREAS, This Sixth Amendment contains no provisions impairing or affecting the rights priorities, remedies, or interests of Silver Spring Township, Cumberland County, Pennsylvania and the prior written consent of Silver Spring Township is not required for adoption.

NOW, THEREFORE, this Declaration is amended as follows:

PREAMBLE TO SEVENTH AMENDMENT

WHEREAS, the Subject Property (as such term is defined in Section 1.61 of this Declaration, as amended) has been made subject to the terms and conditions of this Declaration by the following documents (collectively, the "Declaration"):

that certain *Declaration of Covenants, Restrictions, Easements and Establishment of Homeowners Association for Walden, a Planned Community in Silver Spring Township, Cumberland County, Pennsylvania* of record in the Office of the Recorder of deeds in and for Cumberland County, Pennsylvania as Instrument Number 200732950; and

that certain *First Amendment to Declaration of Covenants, Restrictions, Easements and Establishment of Homeowners Association for Walden, a Planned Community in Silver Spring Township, Cumberland County, Pennsylvania* of record in the Office of the Recorder of deeds in and for Cumberland County, Pennsylvania as Instrument Number 200940104; and

that certain *Second Amendment to Declaration of Covenants, Restrictions, Easements and Establishment of Homeowners Association for Walden, a Planned Community in Silver Spring Township, Cumberland County, Pennsylvania* of record in the Office of the Recorder of deeds in and for Cumberland County, Pennsylvania as Instrument Number 201126996; and

that certain *Third Amendment to Declaration of Covenants, Restrictions, Easements and Establishment of Homeowners Association for Walden, a Planned Community in Silver Spring Township, Cumberland County, Pennsylvania* of record in the Office of the Recorder of deeds in and for Cumberland County, Pennsylvania as Instrument Number 201207757; and

that certain *Fourth Amendment to Declaration of Covenants, Restrictions, Easements and Establishment of Homeowners Association for Walden, a Planned Community in Silver Spring Township, Cumberland County, Pennsylvania* of record in the Office of the Recorder of deeds in and for Cumberland County, Pennsylvania as Instrument Number 201225051; and

that certain *Fifth Amendment to Declaration of Covenants, Restrictions, Easements and Establishment of Homeowners Association for Walden, a Planned Community in Silver Spring Township, Cumberland County, Pennsylvania* of record in the Office of the Recorder of deeds in and for Cumberland County, Pennsylvania as Instrument Number 201235584; and

that certain *Sixth Amendment to Declaration of Covenants, Restrictions, Easements and Establishment of Homeowners Association for Walden, a Planned Community in Silver Spring Township, Cumberland County, Pennsylvania* of record in the Office of the Recorder of deeds in and for Cumberland County, Pennsylvania as Instrument Number 201308161; and

WHEREAS, the Declaration was executed by Charter Homes at Walden, a Pennsylvania corporation ("Declarant") in accordance with the provisions of the Pennsylvania Uniform Planned Community Act, 68 P.C.S.A. §5101, *et seq.* (the "Act"); and

WHEREAS, the Declarant is the sole owner of the real property (the "Accretion Property") described in Exhibit "F" attached to this Seventh Amendment to Declaration and made a part of this Declaration excluding thereout and therefrom the real property described in Exhibit "E" attached to this Declaration; and

WHEREAS, the Accretion Property is part of two Property Phases of the Subject Property (herein referred to as "Phase 2A" and "Phase 7"), which have been approved for subdivision by Silver Spring Township, Cumberland County, Pennsylvania as shown on that certain plan identified as *Final Subdivision Plan - Phase 2A and Phase 7 Walden, Silver Spring Township, Cumberland County, Pennsylvania*, prepared by Alpha Consulting Engineers, Inc., dated August 2, 2012, last revised March 1, 2013 (herein referred to as "Phase 2A/7 Subdivision Plan") and which such Property Phases of the Subject Property have been subdivided by the recordation of said Phase 2A/7 Subdivision Plan in the Office of the Recorder of Deeds in and for Cumberland County, Pennsylvania on March 13, 2013 as Instrument Number 201308169; and

WHEREAS, pursuant to the provisions of Section 3.9 of this Declaration, the right is reserved, to the Declarant, until the earlier of (a) that date which is seven (7) years after the date of recording of this Declaration ("Incorporation Termination Date"), or (b) such time as all of the Additional Real Estate shall have been made subject to the provisions, terms, and conditions of this Declaration to make some, or all, of the Additional Real Estate subject to the provisions, terms, and conditions of this Declaration and, if making subject to this Declaration, (i) to within such Additional Real Estate designate parts thereof as Units, Common Elements, and Limited Common Elements, and (ii) to designate all, none, or any part of such Additional Real Estate made subject to this Declaration as a Voisinage or as a part of an existing Voisinage; and

WHEREAS, the Accretion Property is a portion of the Additional Real Estate and this Seventh Amendment is executed and recorded prior to the Incorporation Termination Date; and

WHEREAS, in accordance with the provisions of Section 3.9 of this Declaration, the Declarant desires to amend the Declaration pursuant to the provisions of Section 5219 of the Act in accordance with Section 5211(a) of the Act, for the purpose of making a portion the Accretion Property subject to the terms and conditions of this Declaration and to within such Accretion Property made subject to the terms and conditions of this Declaration designate parts thereof as Units, Common Elements, and Limited Common Elements, and to designate parts of the portion of the Additional Real Estate made subject to this Declaration as a Voisinage or as a part of an existing Voisinage; and

WHEREAS, as of the date of this Seventh Amendment, there are no Eligible Mortgage Holders (as such term is defined in Section 8.2.5 of this Declaration); and

WHEREAS, This Seventh Amendment contains no provisions impairing or affecting the rights priorities, remedies, or interests of Silver Spring Township, Cumberland County, Pennsylvania and the prior written consent of Silver Spring Township is not required for adoption.

NOW, THEREFORE, this Declaration is amended as follows:

PREAMBLE TO EIGHTH AMENDMENT

WHEREAS, the Subject Property (as such term is defined in Section 1.61 of this Declaration, as amended) has been made subject to the terms and conditions of this Declaration by the following documents (collectively, the “Declaration”):

that certain *Declaration of Covenants, Restrictions, Easements and Establishment of Homeowners Association for Walden, a Planned Community in Silver Spring Township, Cumberland County, Pennsylvania* of record in the Office of the Recorder of deeds in and for Cumberland County, Pennsylvania as Instrument Number 200732950; and

that certain *First Amendment to Declaration of Covenants, Restrictions, Easements and Establishment of Homeowners Association for Walden, a Planned Community in Silver Spring Township, Cumberland County, Pennsylvania* of record in the Office of the Recorder of deeds in and for Cumberland County, Pennsylvania as Instrument Number 200940104; and

that certain *Second Amendment to Declaration of Covenants, Restrictions, Easements and Establishment of Homeowners Association for Walden, a Planned Community in Silver Spring Township, Cumberland County, Pennsylvania* of record in the Office of the Recorder of deeds in and for Cumberland County, Pennsylvania as Instrument Number 201126996; and

that certain *Third Amendment to Declaration of Covenants, Restrictions, Easements and Establishment of Homeowners Association for Walden, a Planned Community in Silver Spring Township, Cumberland County, Pennsylvania* of record in the Office of the Recorder of deeds in and for Cumberland County, Pennsylvania as Instrument Number 201207757; and

that certain *Fourth Amendment to Declaration of Covenants, Restrictions, Easements and Establishment of Homeowners Association for Walden, a Planned Community in Silver Spring Township, Cumberland County, Pennsylvania* of record in the Office of the Recorder of deeds in and for Cumberland County, Pennsylvania as Instrument Number 201225051; and

that certain *Fifth Amendment to Declaration of Covenants, Restrictions, Easements and Establishment of Homeowners Association for Walden, a Planned Community in Silver Spring Township, Cumberland County, Pennsylvania* of record in the Office of the Recorder of deeds in and for Cumberland County, Pennsylvania as Instrument Number 201235584; and

that certain *Sixth Amendment to Declaration of Covenants, Restrictions, Easements and Establishment of Homeowners Association for Walden, a Planned Community in Silver Spring Township, Cumberland County, Pennsylvania* of record in the Office of the Recorder of deeds in and for Cumberland County, Pennsylvania as Instrument Number 201308161; and

that certain *Seventh Amendment to Declaration of Covenants, Restrictions, Easements and Establishment of Homeowners Association for Walden, a Planned Community in Silver Spring Township, Cumberland County, Pennsylvania* of record in the Office of the Recorder of deeds in and for Cumberland County, Pennsylvania as Instrument Number 201317632; and

WHEREAS, by Deed, of record in the Office of the Recorder of Deeds in and for Cumberland County, Pennsylvania as Instrument Number 201107629, the Assignee Declarant is the owner of the real property described as:

ALL THOSE CERTAIN tracts or parcels of land situate in Silver Spring Township, Cumberland County, Pennsylvania, being Lots 129, 130, and 187 in Walden, a Planned Community as shown, depicted and identified on that certain *Final Subdivision Plan for Crossroads at Walden*, prepared by Alpha Consulting Engineers, New Cumberland, PA, of record in the Office of the Recorder of Deeds in and for Cumberland County, Pennsylvania as Instrument No. 201106242 (collectively, the "Crossroads Property"); and

WHEREAS, by that certain *Partial Assignments of Special Declarant Rights* of record in the Office of the Recorder of Deeds in and for Cumberland County, Pennsylvania as Instrument Number 201107630 ("Partial Assignment"), the Assignee Declarant was granted certain Special Declarant Rights, in and to the certain property defined as the "Conveyed Property" in the Partial Assignment; and

WHEREAS, Unit 130 is a portion of the Conveyed Property subject to the terms and conditions of the Partial Assignment; and

WHEREAS, pursuant to the provisions of § 5215 of the Act and pursuant to the provisions of Section 2.1.1.5 of this Declaration, by that certain *Sixth Amendment to Declaration of Covenants, Restrictions, Easements and Establishment of Homeowners Association for Walden, a Planned Community in Silver Spring Township, Cumberland County, Pennsylvania* of record in the Office of the Recorder of deeds in and for Cumberland County, Pennsylvania as Instrument Number 201308161 a portion, but not all, of Unit 130 was subdivided into a combination of Units and Common Elements and portions of such Common Elements were designated as Limited Common Elements; and

WHEREAS, Unit 130 is, as of the date of this Eighth Amendment to Declaration, the remaining portion of Unit 130 of the Conveyed Property subject to the terms and conditions of the Partial Assignment; and

WHEREAS, by the terms and conditions of the Partial Assignment, the Assignee Declarant was granted the Special Declarant Right to subdivide the Conveyed Property into two or more Units, Common Elements or a combination of Units and Common Elements; and allocate portions of such Common Elements as Limited Common Elements; and

WHEREAS, pursuant to the provisions of § 5215 of the Act and pursuant to the provisions of Section 2.1.1.5 of this Declaration, Assignee Declarant desires to, and has made application to the Association to, subdivide Unit 130 being a portion of the Conveyed Property, into a combination of Units and Common Elements and to designate portions of such Common Elements as Limited Common Elements; and

WHEREAS, this Eighth Amendment assigns an identifying number or other designator to each Unit created and, by the designation of each of the Units created in accordance with the provisions of Section 2.1.2.3 of this Declaration, reallocates the Association Interest, votes in the Association and Common Expense Liability of Units formerly allocated to the subdivided Unit to the new Units in the manner set forth in Sections 4.5.2 and 4.5.5 of this Declaration: and

WHEREAS, this Eighth Amendment, executed by the Assignee Declarant and the Owner of the Unit to be subdivided, and prepared, executed, and recorded by the Association pursuant to the provisions of § 5219(c) of the Act, is an Amendment to this Declaration, including the Plat(s) and Plan(s), as required by Sections 5209(c), 5210(f), 5215(a), and 5215(b) of the Act; and

WHEREAS, as of the date of this Eighth Amendment, there are no Eligible Mortgage Holders (as such term is defined in Section 8.2.5 of this Declaration); and

WHEREAS, this Eighth Amendment contains no provisions impairing or affecting the rights priorities, remedies, or interests of Silver Spring Township, Cumberland County, Pennsylvania and the prior written consent of Silver Spring Township is not required for adoption.

NOW, THEREFORE, this Declaration is amended as follows:

PREAMBLE TO NINTH AMENDMENT

WHEREAS, the Subject Property (as such term is defined in Section 1.61 of this Declaration, as amended) has been made subject to the terms and conditions of this Declaration by the following documents (collectively, the “Declaration”):

that certain *Declaration of Covenants, Restrictions, Easements and Establishment of Homeowners Association for Walden, a Planned Community in Silver Spring Township, Cumberland County, Pennsylvania* of record in the Office of the Recorder of Deeds in and for Cumberland County, Pennsylvania as Instrument Number 200732950; and

that certain *First Amendment to Declaration of Covenants, Restrictions, Easements and Establishment of Homeowners Association for Walden, a Planned Community in Silver Spring Township, Cumberland County, Pennsylvania* of record in the Office of the Recorder of Deeds in and for Cumberland County, Pennsylvania as Instrument Number 200940104; and

that certain *Second Amendment to Declaration of Covenants, Restrictions, Easements and Establishment of Homeowners Association for Walden, a Planned Community in Silver Spring Township, Cumberland County, Pennsylvania* of record in the Office of the Recorder of Deeds in and for Cumberland County, Pennsylvania as Instrument Number 201126996; and

that certain *Third Amendment to Declaration of Covenants, Restrictions, Easements and Establishment of Homeowners Association for Walden, a Planned Community in Silver Spring Township, Cumberland County, Pennsylvania* of record in the Office of the Recorder of Deeds in and for Cumberland County, Pennsylvania as Instrument Number 201207757; and

that certain *Fourth Amendment to Declaration of Covenants, Restrictions, Easements and Establishment of Homeowners Association for Walden, a Planned Community in Silver Spring Township, Cumberland County, Pennsylvania* of record in the Office of the Recorder of Deeds in and for Cumberland County, Pennsylvania as Instrument Number 201225051; and

that certain *Fifth Amendment to Declaration of Covenants, Restrictions, Easements and Establishment of Homeowners Association for Walden, a Planned Community in Silver Spring Township, Cumberland County, Pennsylvania* of record in the Office of the Recorder of Deeds in and for Cumberland County, Pennsylvania as Instrument Number 201235584; and

that certain *Sixth Amendment to Declaration of Covenants, Restrictions, Easements and Establishment of Homeowners Association for Walden, a Planned Community in Silver Spring Township, Cumberland County, Pennsylvania* of record in the Office of the Recorder of Deeds in and for Cumberland County, Pennsylvania as Instrument Number 201308161; and

that certain *Seventh Amendment to Declaration of Covenants, Restrictions, Easements and Establishment of Homeowners Association for Walden, a Planned Community in Silver Spring Township, Cumberland County, Pennsylvania* of record in the Office of the Recorder of Deeds in and for Cumberland County, Pennsylvania as Instrument Number 201317632; and

that certain *Eighth Amendment to Declaration of Covenants, Restrictions, Easements and Establishment of Homeowners Association for Walden, a Planned Community in Silver Spring Township, Cumberland County, Pennsylvania* of record in the Office of the Recorder of Deeds in and for Cumberland County, Pennsylvania as Instrument Number 201330361; and

WHEREAS, the Declaration was executed by Declarant in accordance with the provisions of the Pennsylvania Uniform Planned Community Act, 68 P.C.S.A. §5101, *et seq.* (the "Act"); and

WHEREAS, the Declarant is the sole owner of the real property described in Exhibit "G" attached to this Ninth Amendment to Declaration and made a part of this Declaration excluding thereout and therefrom the real property described in Exhibit "F" attached to this Declaration (the "Accretion Property"); and

WHEREAS, the Accretion Property is part of two Property Phases of the Subject Property, which have been approved for subdivision by Silver Spring Township, Cumberland County, Pennsylvania as shown on that certain plan identified as *Final Subdivision Plan - Phase 2A and Phase 7 Walden, Silver Spring Township, Cumberland County, Pennsylvania*, prepared by Alpha Consulting Engineers, Inc., dated August 2, 2012, last revised March 1, 2013 (herein referred to as "Phase 2A/7 Subdivision Plan") and which such Property Phases of the Subject Property have been subdivided by the recordation of said Phase 2A/7 Subdivision Plan in the Office of the Recorder of Deeds in and for Cumberland County, Pennsylvania on March 13, 2013 as Instrument Number 201308169; and

WHEREAS, pursuant to the provisions of Section 3.9 of this Declaration, the right is reserved, to the Declarant, until the earlier of (a) that date which is seven (7) years after the date of recording of this Declaration ("Incorporation Termination Date"), or (b) such time as all of the Additional Real Estate shall have been made subject to the provisions, terms, and conditions of this Declaration to make some, or all, of the Additional Real Estate subject to the provisions, terms, and conditions of this Declaration and, if making subject to this Declaration, (i) to within such Additional Real Estate designate parts thereof as Units, Common Elements, and Limited Common Elements, and (ii) to designate all, none, or any part of such Additional Real Estate made subject to this Declaration as a Voisinage or as a part of an existing Voisinage; and

WHEREAS, the Accretion Property is a portion of the Additional Real Estate and this Ninth Amendment is executed and recorded prior to the Incorporation Termination Date; and

WHEREAS, in accordance with the provisions of Section 3.9 of this Declaration, the Declarant desires to amend the Declaration pursuant to the provisions of Section 5219 of the Act in accordance with Section 5211(a) of the Act, for the purpose of making the Accretion Property subject to the terms and conditions of this Declaration and to within such Accretion Property made subject to the terms and conditions of this Declaration designate parts thereof as Units, Common Elements, and Limited Common Elements; and

WHEREAS, as of the date of this Ninth Amendment, there are no Eligible Mortgage Holders (as such term is defined in Section 8.2.5 of this Declaration); and

WHEREAS, this Ninth Amendment assigns an identifying number or other designator to each Unit created and, by the designation of each of the Units created in accordance with the provisions of Section 2.1.2.3 of this Declaration, reallocates the Association Interest, votes in the Association and Common Expense Liability to the new Units in the manner set forth in Sections 4.5.2 and 4.5.5 of this Declaration; and

WHEREAS, this Ninth Amendment contains no provisions impairing or affecting the rights priorities, remedies, or interests of Silver Spring Township, Cumberland County, Pennsylvania and the prior written consent of Silver Spring Township is not required for adoption.

NOW, THEREFORE, this Declaration is amended as follows:

PREAMBLE TO TENTH AMENDMENT

WHEREAS, the Subject Property (as such term is defined in Section 1.61 of this Declaration, as amended) has been made subject to the terms and conditions of this Declaration by the following documents of record in the Office of the Recorder of Deeds in and for Cumberland County, Pennsylvania (collectively, the "Declaration"):

Declaration of Covenants, Restrictions, Easements and Establishment of Homeowners Association for Walden, a Planned Community in Silver Spring Township, Cumberland County, Pennsylvania as Instrument Number 200732950, as amended by:
First Amendment as Instrument Number 200940104,
Second Amendment as Instrument Number 201126996,
Third Amendment as Instrument Number 201207757,
Fourth Amendment as Instrument Number 201225051,
Fifth Amendment as Instrument Number 201235584,
Sixth Amendment as Instrument Number 201308161,
Seventh Amendment as Instrument Number 201317632,
Eighth Amendment as Instrument Number 201330361,
Ninth Amendment as Instrument Number 201333549; and

WHEREAS, the Declaration was executed by Declarant in accordance with the provisions of the Pennsylvania Uniform Planned Community Act, 68 Pa.C.S.A. §5101, *et seq.* (the "Act"); and

WHEREAS, pursuant to the Pennsylvania Uniform Planned Community Act as revised by Act of July 2, 2013, P.L. 204, No. 37 Cl. 68 ("Act 37"), the time limit of (a) the Special Declarant Right retained by a Declarant, in accordance with the provisions of Section 5205(14) of the Act, to merge or consolidate a planned community in accordance with the terms of Section 5223 of the Act; and (b) the Special Declarant Right, in accordance with the provisions of Section 5206(1) and (2) of the Act, of the option to create units, limited common elements or both within convertible real estate or to add additional real estate to or withdraw withdrawable real estate from a planned community, has been revised as set forth in Act 37; and

WHEREAS, the provisions of Section 5219(a)(1) of the Act that provide that the Declaration may be amended only by vote or agreement of unit owners of units to which certain percentages of the votes in the association are allocated does not apply, pursuant to Section 5219(a)(3)(iv) of the Act as revised, to an amendment to the Declaration executed by the Declarant which such amendment conforms the maximum time limit for exercising Special Declarant Rights to the time limit authorized by Sections 5205(14) and 5206(2) of the Act as revised.

NOW, THEREFORE, for the purpose of conforming the maximum time limit for exercising Special Declarant Rights to the time limits authorized by Sections 5205(14) and 5206(2) of the Act as revised, this Declaration, executed by the Declarant, is modified as follows:

PREAMBLE TO ELEVENTH AMENDMENT

WHEREAS, the Subject Property (as such term is defined in Section 1.61 of this Declaration, as amended) has been made subject to the terms and conditions of this Declaration by the following documents of record in the Office of the Recorder of deeds in and for Cumberland County, Pennsylvania (collectively, the "Declaration"):

Declaration of Covenants, Restrictions, Easements and Establishment of Homeowners Association for Walden, a Planned Community in Silver Spring Township, Cumberland County, Pennsylvania as Instrument Number 200732950, as amended by:
First Amendment as Instrument Number 200940104,
Second Amendment as Instrument Number 201126996,
Third Amendment as Instrument Number 201207757,
Fourth Amendment as Instrument Number 201225051,
Fifth Amendment as Instrument Number 201235584,
Sixth Amendment as Instrument Number 201308161,
Seventh Amendment as Instrument Number 201317632,
Eighth Amendment as Instrument Number 201330361,
Ninth Amendment as Instrument Number 201333549;
Tenth Amendment as Instrument Number 201401758; and

WHEREAS, the Owner of Units 105 through 108 inclusive has, pursuant to Section 5214 of the Act, made application to the Association to relocate the boundaries between Units 105 through 108 inclusive from those boundaries as shown on the Plats and Plans which are a part of this Declaration, to those boundaries as shown on that certain *Final Subdivision Plan Walden - Phase 3 & Re-Subdivision of Lots 105-108 of Phase 1, Silver Spring Township, Cumberland County, Pennsylvania* recorded in the Office of the Recorder of Deeds in and for Cumberland County, Pennsylvania as Instrument Number 201407209; and

WHEREAS, the Executive Board has determined that the revisions of the boundaries between Units 105 through 108 inclusive in accordance with the application of the Owner are not unreasonable; and

WHEREAS, this Declaration states the methods by which the Association Interest, votes in the Association and Common Expense Liability of Units are determined and this Amendment sets forth the components of each Unit, the boundaries of which are revised, which are required to determine the Association Interest, votes in the Association and Common Expense Liability of Units, this Amendment states the allocation of Association Interest, votes in the Association and Common Expense Liability resulting from the alterations to the boundaries, locations, and dimensions of Units the boundaries of which are revised by this Amendment; and

WHEREAS, the owner of all of Units 105 through 108 inclusive has specified and agreed that there is no reallocation between each of Units 105 through 108 inclusive of the allocated votes in the association and common expense liability of each of the Units; and

WHEREAS, Charter Homes at Walden, Inc., the owner of all of the Lots the boundaries of which are revised by this Eleventh Amendment to Declaration, hereby states and acknowledges that, by its execution of this Eleventh Amendment to Declaration, Charter Homes at Walden, Inc. does hereby make the grants and conveyances set forth herein; and

WHEREAS, pursuant to Section 2.1.2.2. of this Declaration as amended, this Eleventh Amendment to Declaration, including the Revised Plats and Plan attached hereto and made a part hereof, executed by the Unit Owners of the Units the boundaries of which are by this Eleventh Amendment to Declaration relocated, containing words of conveyance between them, prepared and recorded pursuant to § 5214 of the Act, is an amendment that identifies the units involved, states the reallocations, and, upon recording, indexed in the name of the grantor and the grantee, are the plats or plans necessary to show the altered boundaries between adjoining units and their dimensions and identifying numbers; and

WHEREAS, in accordance with the provisions of Section 4.5.4.2. of this Declaration, the Association Interest (as such term is defined in Section 1.9 of this Declaration) of each Unit is a percentage being the sum of (a) the number of Residences which are deemed to be, pursuant to Sections 2.5 and 2.6 of this Declaration within, or after construction is completed are, within the Unit divided by the total number of Residences which may be, pursuant to the Approved Development, or after construction are, constructed in the Subject Property multiplied by the Residential Interest (as such is set forth in Section 4.5.4.1. of this Declaration), and (b) the total gross floor area square footage of non-residential (including but not limited to commercial and office space) structures which are deemed to be, pursuant to Sections 2.5 and 2.6 of this Declaration contained in, or after construction is completed are, within the Unit divided by the total gross floor area square footage of non-residential (including but not limited to commercial and office space) structures which may be, pursuant to the Approved Development, or after construction is, constructed in the Subject Property multiplied by the Non-Residential Interest (as such is set forth in Section 4.5.4.1. of this Declaration), the Association Interest of Units 105 through 108 inclusive will not change as a result of the reallocation of the boundaries between Units 105 through 108 inclusive in accordance with the application of the Owner; and

WHEREAS, in accordance with the provisions of Sections 4.5.1. and 4.5.2. of this Declaration, the Owner, or owners collectively if more than one, of each individual Unit shall constitute one Member of the Association, the Association shall have such number of Memberships as there are Units in the Subject, and each Membership shall have one vote in the Association, the votes in the Association of Units 105 through 108 inclusive will not change as a result of the reallocation of the boundaries between Units 105 through 108 inclusive in accordance with the application of the Owner.

NOW, THEREFORE, in accordance with the provisions of Section 5214 of the Act,

by this Amendment, Charter Homes at Walden, Inc., the Owner of Unit 105 hereby grants and conveys to itself, the Owner of Unit 106, the area shown and delineated as Area "C" on the Revised Plats and Plans attached hereto and made a part hereof; and

by this Amendment, Charter Homes at Walden, Inc., the Owner of Unit 106 hereby grants and conveys to itself, the Owner of Unit 107, the area shown and delineated as Area "B" on the Revised Plats and Plans attached hereto as and made a part hereof; and

by this Amendment, Charter Homes at Walden, Inc., the Owner of Unit 107 hereby grants and conveys to itself, the Owner of Unit 108, the area shown and delineated as Area "A" on the Revised Plats and Plans attached hereto and made a part hereof.

AND, FURTHER, NOW, THEREFORE, in accordance with the provisions of Section 5214 of the Act, by this Eleventh Amendment, this Declaration is modified as follows:

PREAMBLE TO TWELFTH AMENDMENT

WHEREAS, the Subject Property (as such term is defined in Section 1.61 of this Declaration, as amended) has been made subject to the terms and conditions of this Declaration by the following documents of record in the Office of the Recorder of deeds in and for Cumberland County, Pennsylvania (collectively, the "Declaration"):

Declaration of Covenants, Restrictions, Easements and Establishment of Homeowners Association for Walden, a Planned Community in Silver Spring Township, Cumberland County, Pennsylvania as Instrument Number 200732950, as amended by:
First Amendment as Instrument Number 200940104,
Second Amendment as Instrument Number 201126996,
Third Amendment as Instrument Number 201207757,
Fourth Amendment as Instrument Number 201225051,
Fifth Amendment as Instrument Number 201235584,
Sixth Amendment as Instrument Number 201308161,
Seventh Amendment as Instrument Number 201317632,
Eighth Amendment as Instrument Number 201330361,
Ninth Amendment as Instrument Number 201333549;
Tenth Amendment as Instrument Number 201401758;
Eleventh Amendment as Instrument Number 201412157; and

WHEREAS, the Declaration was executed by Charter Homes at Walden, a Pennsylvania corporation ("Declarant") in accordance with the provisions of the Pennsylvania Uniform Planned Community Act, 68 P.C.S.A. §5101, *et seq.* (the "Act"); and

WHEREAS, the Declarant is the sole owner of the real property (the "Accretion Property") described in Exhibit "H" attached to this Twelfth Amendment to Declaration and made a part of this Declaration excluding thereout and therefrom the real property described in Exhibit "G" attached to this Declaration; and

WHEREAS, the Accretion Property includes, *inter alia*, a Property Phase of the Subject Property (herein referred to as "Phase 3"), which has been approved for subdivision by Silver Spring Township, Cumberland County, Pennsylvania as shown on that certain plan identified as *Final Subdivision Plan Walden - Phase 3 & Re-Subdivision of Lots 105-108 of Phase 1, Silver Spring Township, Cumberland County, Pennsylvania*, prepared by Alpha Consulting Engineers, Inc., dated September 5, 2013, last revised March 17, 2013 (herein referred to as "Phase 3/Phase 1 Lots 105-108 Subdivision/Resubdivision Plan") and which such Property Phase of the Subject Property has been subdivided by the recordation of said Phase 3/Phase 1 Lots 105-108 Subdivision/Resubdivision Plan in the Office of the Recorder of Deeds in and for Cumberland County, Pennsylvania on April 9, 2014 as Instrument Number 201407209; and

WHEREAS, pursuant to the provisions of Section 3.9 of this Declaration, the right is reserved, to the Declarant, until that date (the "Incorporation Termination Date") which is the later of (a) August 22, 2017 (being ten years after the recording of this Declaration), or (b) 120 days after municipal approval or denial of each particular Property Phase's final plat which was filed prior to the deadline approved or modified by the municipal governing body pursuant to section 508(4)(v) of the act of July 31, 1968 (P.L. 805, No. 247), known as the Pennsylvania Municipalities Planning Code, or, in the event of an appeal from the municipal approval or denial of such final plat, 120 days after a final judgment on appeal, the unrestricted option to make subject, or to refrain from making subject, to this Declaration and to the provisions, terms and conditions of this Declaration, some, or

all, of the Additional Real Estate and, if making subject to this Declaration, (i) to within such Additional Real Estate designate parts thereof as Units, Common Elements, and Limited Common Elements, and (ii) to designate all, none, or any part of such Additional Real Estate made subject to this Declaration as a Voisinage or as a part of an existing Voisinage; and

WHEREAS, the Accretion Property is a portion of the Additional Real Estate and this Twelfth Amendment is executed and recorded prior to the Incorporation Termination Date; and

WHEREAS, in accordance with the provisions of Section 3.9 of this Declaration, the Declarant desires to amend the Declaration pursuant to the provisions of Section 5219 of the Act in accordance with Section 5211(a) of the Act, for the purpose of making the Accretion Property subject to the terms and conditions of this Declaration and to within such Accretion Property made subject to the terms and conditions of this Declaration designate parts thereof as Units, Common Elements, and Limited Common Elements; and

WHEREAS, as of the date of this Amendment, there are no Eligible Mortgage Holders (as such term is defined in Section 8.2.5 of this Declaration); and

WHEREAS, this Twelfth Amendment assigns an identifying number or other designator to each Unit created and, by the designation of each of the Units created in accordance with the provisions of Section 2.1.2.3 of this Declaration, reallocates the Association Interest, votes in the Association and Common Expense Liability to the new Units in the manner set forth in Sections 4.5.2 and 4.5.5 of this Declaration; and

WHEREAS, This Amendment contains no provisions impairing or affecting the rights priorities, remedies, or interests of Silver Spring Township, Cumberland County, Pennsylvania and the prior written consent of Silver Spring Township is not required for adoption.

NOW, THEREFORE, this Declaration is amended as follows:

PREAMBLE TO THIRTEENTH AMENDMENT

WHEREAS, the Subject Property (as such term is defined in Section 1.61 of this Declaration, as amended) has been made subject to the terms and conditions of this Declaration by the following documents of record in the Office of the Recorder of deeds in and for Cumberland County, Pennsylvania (collectively, the "Declaration"):

Declaration of Covenants, Restrictions, Easements and Establishment of Homeowners Association for Walden, a Planned Community in Silver Spring Township, Cumberland County, Pennsylvania as Instrument Number 200732950, as amended by:
First Amendment as Instrument Number 200940104,
Second Amendment as Instrument Number 201126996,
Third Amendment as Instrument Number 201207757,
Fourth Amendment as Instrument Number 201225051,
Fifth Amendment as Instrument Number 201235584,
Sixth Amendment as Instrument Number 201308161,
Seventh Amendment as Instrument Number 201317632,
Eighth Amendment as Instrument Number 201330361,
Ninth Amendment as Instrument Number 201333549;
Tenth Amendment as Instrument Number 201401758;
Eleventh Amendment as Instrument Number 201412157;
Twelfth Amendment as Instrument Number 201418159; and

WHEREAS, pursuant to §5219(f) of the Act, the Executive Board may, at its discretion, and upon receipt of an opinion from independent legal counsel to the effect that the proposed amendment is permitted by the terms of §5219(f) of the Act, effect an appropriate corrective amendment to this Declaration if such amendment is necessary in the judgment of the Executive Board to correct or supplement any provision of the Declaration, including the Plats and Plans, that is defective, missing or inconsistent with any other provision of the Declaration; and

WHEREAS, provisions of this Declaration are defective, missing, or inconsistent because the identifying numbers or other designators of some Units shown on the Plat(s) and Plan(s) and designated as Units in accordance with the provisions of this Declaration are, inconsistently, not included in lists of categories of Units within the Subject Property as set forth in this Declaration; and

WHEREAS, pursuant to the provisions of §5219(f) of the Act, in the judgment of the Executive Board it is necessary to amend this Declaration to correct the provisions of this Declaration that are defective, missing and inconsistent; and

WHEREAS, the Executive Board has received an opinion from independent legal counsel to the effect that the proposed amendment is permitted by the terms of §5219(f) of the Act; and

WHEREAS, this Thirteenth Amendment, recorded pursuant to the provisions of § 5219(c) of the Act, is an Amendment to this Declaration correcting provisions of this Declaration that are defective, missing or inconsistent with any other provision of this Declaration;

WHEREAS, as of the date of this Amendment, there are no Eligible Mortgage Holders (as such term is defined in Section 8.2.5 of this Declaration); and

WHEREAS, This Amendment contains no provisions impairing or affecting the rights priorities, remedies, or interests of Silver Spring Township, Cumberland County, Pennsylvania and the prior written consent of Silver Spring Township is not required for adoption.

NOW, THEREFORE, this Declaration is amended as follows:

PREAMBLE TO FOURTEENTH AMENDMENT

WHEREAS, the Subject Property (as such term is defined in Section 1.61 of this Declaration, as amended) has been made subject to the terms and conditions of this Declaration by the following documents of record in the Office of the Recorder of deeds in and for Cumberland County, Pennsylvania (collectively, the "Declaration"):

Declaration of Covenants, Restrictions, Easements and Establishment of Homeowners Association for Walden, a Planned Community in Silver Spring Township, Cumberland County, Pennsylvania as Instrument Number 200732950, as amended by:
First Amendment as Instrument Number 200940104,
Second Amendment as Instrument Number 201126996,
Third Amendment as Instrument Number 201207757,
Fourth Amendment as Instrument Number 201225051,
Fifth Amendment as Instrument Number 201235584,
Sixth Amendment as Instrument Number 201308161,
Seventh Amendment as Instrument Number 201317632,
Eighth Amendment as Instrument Number 201330361,
Ninth Amendment as Instrument Number 201333549;
Tenth Amendment as Instrument Number 201401758;
Eleventh Amendment as Instrument Number 201412157;
Twelfth Amendment as Instrument Number 201418159; and
Thirteenth Amendment as Instrument Number 201421373; and

WHEREAS, the Declaration was executed by Charter Homes at Walden, a Pennsylvania corporation ("Declarant") in accordance with the provisions of the Pennsylvania Uniform Planned Community Act, 68 P.C.S.A. §5101, *et seq.* (the "Act"); and

WHEREAS, the Declarant is the sole owner of the real property (the "Accretion Property") described in Exhibit "I" attached to this Fourteenth Amendment to Declaration and made a part of this Declaration excluding thereout and therefrom the real property described in Exhibit "H" attached to this Declaration; and

WHEREAS, the Accretion Property includes, *inter alia*, portions of Property Phases 2B, 4, 5A, and 8A of the Subject Property, which have been approved for subdivision by Silver Spring Township, Cumberland County, Pennsylvania as shown on that certain plan identified as *Revised Preliminary Subdivision Plan - Phases 2B, 4, 5A, 5B, 6, 8A, 8B and 9 and Final Subdivision Plan - Phases 2B, 4, 5A, and 8A, Walden, Silver Spring Township, Cumberland County, Pennsylvania*, prepared by Alpha Consulting Engineers, Inc., dated November 14, 2014, last revised January 16, 2015 (herein referred to as "Phases 2B, 4, 5A, and 8A Final Subdivision Plan") and which such Property Phases of the Subject Property have been subdivided by the recordation of the said Phases 2B, 4, 5A, and 8A Final Subdivision Plan in the Office of the Recorder of Deeds in and for Cumberland County, Pennsylvania on February 2, 2015 as Instrument Number 201502536; and

WHEREAS, pursuant to the provisions of Section 3.9 of this Declaration, the right is reserved, to the Declarant, until that date (the "Incorporation Termination Date") which is the later of (a) August 22, 2017 (being ten years after the recording of this Declaration), or (b) 120 days after municipal approval or denial of each particular Property Phase's final plat which was filed prior to the deadline approved or modified by the municipal governing body pursuant to section 508(4)(v) of the act of July 31, 1968 (P.L. 805, No. 247), known as the Pennsylvania Municipalities Planning Code, or, in the event of an appeal from the municipal approval or denial of such final plat, 120 days

after a final judgment on appeal, the unrestricted option to make subject, or to refrain from making subject, to this Declaration and to the provisions, terms and conditions of this Declaration, some, or all, of the Additional Real Estate and, if making subject to this Declaration, (i) to within such Additional Real Estate designate parts thereof as Units, Common Elements, and Limited Common Elements, and (ii) to designate all, none, or any part of such Additional Real Estate made subject to this Declaration as a Voisinage or as a part of an existing Voisinage; and

WHEREAS, the Accretion Property is a portion of the Additional Real Estate and this Fourteenth Amendment is executed and recorded prior to the Incorporation Termination Date; and

WHEREAS, in accordance with the provisions of Section 3.9 of this Declaration, the Declarant desires to amend the Declaration pursuant to the provisions of Section 5219 of the Act in accordance with Section 5211(a) of the Act, for the purpose of making the Accretion Property subject to the terms and conditions of this Declaration and to within such Accretion Property made subject to the terms and conditions of this Declaration designate parts thereof as Units, Common Elements, and Limited Common Elements; and

WHEREAS, the Declarant is the owner of the real property described as:

UNIT T2B in Walden, a Planned Community as established by the filing of the *Declaration of Covenants, Restrictions, Easements and Establishment of Homeowners Association for Walden, a Planned Community in Silver Spring Township, Cumberland County, Pennsylvania* ("Declaration") of record in the Office of the Recorder of Deeds in and for Cumberland County, Pennsylvania as Instrument Number 200732950, as amended ("Subject Unit"); and

WHEREAS, pursuant to the provisions of § 5215 of the Act and pursuant to the provisions of Section 2.1.1.5 of this Declaration, the Declarant desires to and has made application to the Association to, subdivide the Subject Unit into a combination of units and common elements; and

WHEREAS, this Fourteenth Amendment assigns an identifying number or other designator to each Unit created and, by the designation of each of the Units created in accordance with the provisions of Section 2.1.2.3 of this Declaration, reallocates the Association Interest, votes in the Association and Common Expense Liability of Units formerly allocated to the subdivided Unit to the new Units in the manner set forth in Sections 4.5.2 and 4.5.5 of this Declaration: and

WHEREAS, this Fourteenth Amendment, executed by the Declarant and the Owner of the Unit to be subdivided, and prepared, executed, and recorded by the Association pursuant to the provisions of § 5219(c) of the Act, is an Amendment to this Declaration, including the Plat(s) and Plan(s), as required by Sections 5209(c), 5210(f), 5215(a), and 5215(b) of the Act; and

WHEREAS, as of the date of this Amendment, there are no Eligible Mortgage Holders (as such term is defined in Section 8.2.5 of this Declaration); and

WHEREAS, This Amendment contains no provisions impairing or affecting the rights priorities, remedies, or interests of Silver Spring Township, Cumberland County, Pennsylvania and the prior written consent of Silver Spring Township is not required for adoption.

NOW, THEREFORE, this Declaration is amended as follows:

ARTICLE I

DEFINITIONS

In addition to the terms set forth in this Article I, words and terms in this Declaration shall be defined pursuant to the provisions of the Act unless inconsistent therewith, in which case this Declaration shall control.

- 1.1. "Act" shall mean and refer to the Pennsylvania Uniform Planned Community Act, 68 Pa.C.S. § 5101, *et seq.*
- 1.2. "Additional Real Estate" shall mean and refer to such portions of the Overall Parcel which have not been made subject to the provisions, terms and conditions of this Declaration or which have been withdrawn from the provisions, terms and conditions of this Declaration pursuant to the provisions of Section 3.8 of this Declaration.
- 1.3. "Alleys" shall mean and refer to Roadways which are not Streets.
- 1.4. "Allocated Interest." See Association Interest.

"Apartment Residence." See Section 1.68.
- 1.5. "Approved Development" shall mean and refer to the development and improvement of the Subject Property pursuant to and in accordance with:
 - 1.5.1. the Overall Preliminary Development Plan as the same may be modified, as approved by Silver Spring Township, Cumberland County, Pennsylvania; and
 - 1.5.2. Subdivision Plans, as the same may be modified, as approved by Silver Spring Township, Cumberland County, Pennsylvania; and
 - 1.5.3. the Silver Spring Township Zoning Ordinance and the Silver Spring Subdivision and Land Development Ordinance, as the same may be amended; and
 - 1.5.4. that certain Conditional Use Application CU 2005-15 of Silver Spring Township, Cumberland County Pennsylvania dated February 14, 2006 attached hereto as Exhibit "C" as amended by that certain Conditional Use Application CU 2007-5 of Silver Spring Township, Cumberland County Pennsylvania dated August 29, 2007, attached hereto as Exhibit "E" as the same may be modified by Silver Spring Township.
- 1.6. "Architecturally Controlled Improvement" shall have the meaning set forth in Section 6.2.1 of this Declaration.

"Assessment Liability." See Section 1.69.
- 1.7. "Assignee Declarant." See Declarant.

- 1.8. "Association" shall mean and refer to the Walden Neighborhood Association, Inc., a Pennsylvania non-profit corporation, its successors and assigns as organized pursuant to the provisions of the Act and with, except as specifically granted or limited as set forth in this Declaration, all powers described in the Act.
- 1.9. "Association Interest" shall mean and refer to the Allocated Interest as defined in the Act and shall mean and refer to the relative liability, expressed as a percentage, of each Unit and Voisinage for the General Common Expenses of the Association as established and as modified pursuant to the provisions of Sections 4.5.4 and 4.5.5 of this Declaration.
- 1.10. "Association Maintained Pedestrian Facilities" shall mean and refer to Community Pedestrian Facilities within the Subject Property (a) designated on the Plat(s) and Plan(s) as "Association Maintained Pedestrian Facilities (Sidewalk)" or designated on the Plat(s) and Plan(s) as "Association Maintained Pedestrian Facilities (Trail)" and (b) all Community Pedestrian Facilities within the Subject Property not shown or delineated on the Plat(s) and Plan(s) which are located within easement(s) for the purposes of Community Pedestrian Facilities as defined in Section 1.70 of this Declaration.
- 1.11. "Association Obligations" shall mean and refer to the requirements of the Association to comply with and to perform all obligations and duties:
 - 1.11.1. pursuant to all provisions of this Declaration and of the Governing Documents, including but not limited to the obligations set forth in Section 4.3 of this Declaration and all other obligations herein and therein; and
 - 1.11.2. pursuant to all provisions of all conditions, covenants and restrictions of record applicable to the Subject Property.
- 1.12. "Association Votes" shall mean and refer to the votes in the Association allocated to each Unit as established and as modified pursuant to the provisions of Sections 4.5.2 and 4.5.5 of this Declaration.
- 1.13. "Attached Dwelling." See Dwelling.
- 1.14. "Common Driveways." See Driveways and Parking Areas.
- 1.15. "Common Elements" shall mean and refer to "Common Facilities" and "Controlled Facilities"; "Limited Common Elements" shall mean and refer to "Common Facilities," "Limited Common Facilities" and "Controlled Facilities," "Limited Controlled Facilities."
 - 1.15.1. "Common Facilities" shall mean all real property interest (including all of the improvements thereto whether heretofore or hereafter completed) of all of the Subject Property not designated as Units excepting thereout and therefrom any and all thereof Conveyed or to be Conveyed to any Governmental/Public Service Entity and shall mean and refer to the General Common Facilities and the Limited Common Facilities.
 - 1.15.1.1. "General Common Facilities" shall mean and refer to all of the Common Facilities which are not Limited Common Facilities. General Common Facilities are set forth in Section 2.8.1 of this Declaration.

- 1.15.1.2. "Limited Common Facilities" shall mean and refer to Common Facilities allocated for the exclusive use (subject to enjoyment, access, and use easements as set forth in Section 3.3.4 of this Declaration) appurtenant to one or more but fewer than all of the Units. Limited Common Facilities are set forth in Section 2.8.2 of this Declaration.
- 1.15.2. "Controlled Facilities" shall mean and refer to those portions of the Subject Property whether or not a part of a Unit, which are not Common Facilities but are maintained, improved, repaired and replaced by the Association and shall mean and refer to the General Controlled Facilities and the Limited Controlled Facilities.
- 1.15.2.1. "General Controlled Facilities" shall mean and refer to all of the Controlled Facilities which are not Limited Controlled Facilities. General Controlled Facilities are set forth in Section 2.8.3 of this Declaration.
- 1.15.2.2. "Limited Controlled Facilities" shall mean and refer to Controlled Facilities allocated for the exclusive use appurtenant to one or more but fewer than all of the Units. Limited Controlled Facilities are set forth in Section 2.8.4 of this Declaration.
- 1.16. [INTENTIONALLY OMITTED]
- 1.17. "Common Facilities." See Common Elements.
- 1.18. "Common Land" shall mean and refer to those certain parcels of land which are set forth in Section 2.8.1.4 of this Declaration.
- 1.19. "Community" or "Community of Walden" shall mean and refer to the Subject Property as developed in accordance with the Approved Development, if and as modified, into Units, Common Facilities, and areas Conveyed or to be Conveyed to Governmental/Public Service Entities.
- 1.20. "Community Improvements" shall mean and refer to all those changes, items and facilities shown and set forth on the Subdivision Plans which shall be made to, constructed on, or placed within the Subject Property, subject however that Community Improvements shall not, with the exception of Facilities and Amenities (as such are defined in Section 1.73 of this Declaration), include any structures, Dwellings, appurtenances thereto, or improvements as are constructed on, or made to, a Unit or Enclosing Structure.
- "Community Pedestrian Facilities." See Section 1.70.
- 1.21. "Controlled Facilities." See Common Elements.
- "Conversion." See Section 1.71.
- 1.22. "Convey" or "Conveyance" shall mean and refer to the act of conveyance, dedication, lease, grant of easement or license, or any other similar grant of an interest in real property, together with the acceptance thereof by the grantee.

- 1.23. "Declarant" shall mean and refer to Charter Homes at Walden, Inc., a Pennsylvania corporation, its successors and assigns for the purpose of development which shall, unless such is expressly delegated and assumed in writing with notice to Silver Spring Township pursuant to Section 2.10.1 of this Declaration, have common authority and responsibility for development of the Subject Property. Declarant may assign the rights and delegate the duties of Declarant herein in whole or in part to one or more assignees, who shall, unless expressly assuming, in writing, such common authority and responsibility for development of the Subject Property, be (an) Assignee Declarant(s). There is no limit to the number of persons or entities who may become Assignee Declarants, but Declarant shall retain common authority and responsibility for development of the Subject Property unless expressly delegated and assumed in writing with notice to Silver Spring Township pursuant to Section 2.10.1 of this Declaration.
- 1.24. "Declarant Transition Period" shall mean and refer to the time period commencing on the date of the first conveyance of a Unit to a person other than a Declarant and continuing until the earliest of the following events:
- 1.24.1. Sixty days after conveyance by Declarant to persons other than a Declarant of six hundred sixty (660) Units (being 75% of the Units which may be created pursuant to the terms of this Declaration), or
- 1.24.2. Seven (7) years from the date of the first conveyance of a Unit to a person other than a Declarant or Assignee Declarant hereof, or
- 1.24.3. Two (2) years after all Declarant(s) and/or Assignee Declarant(s) have ceased to offer Units for sale in the ordinary course of business; or
- 1.24.4. Two (2) years after any development right to add new Units was last exercised; or
- 1.24.5. The date designated, by notice in writing, from the Declarant to the Executive Board of the Association as the date of termination of the Declarant Transition Period.
- 1.25. "Declaration" shall mean and refer to the terms, easements, covenants, conditions, restrictions, charges and liens set forth in this Declaration and all other provisions set forth in this entire document, as they may be duly amended from time to time.
- 1.26. "Detached Dwelling." See Dwelling.
- 1.27. "Development Period" shall mean and refer to the time period commencing on the date of the recording this Declaration in the Office of the Recorder of Deeds in and for Cumberland County, Pennsylvania and continuing until one hundred and eighty (180) days after the date of the conveyance to third parties by the Declarant of the last Unit the Declarant reserves the right to include in the Community.
- 1.28. "Driveways and Parking Areas" shall mean and refer to "Individual Driveway" and "Common Driveways and Parking Areas."

- 1.28.1. "Individual Driveway" shall mean and refer to all pavement, curbs, and other components and facilities appurtenant thereto, not within any structure, which is constructed within or adjacent to a Unit for the limited purpose of vehicular access to or parking solely for such Unit:
 - 1.28.1.1. which is not designated and shown on Subdivision Plan(s) and/or Plat(s) and Plan(s) as a Roadway or an Access Easement; and
 - 1.28.1.2. including any portion thereof constructed within any Roadway Rights-of-Way; and
 - 1.28.1.3. excluding any portion thereof constructed within any Roadway Cartways.
- 1.28.2. "Common Driveways and Parking Areas" shall mean and refer to all pavement, curbs, and other components and facilities appurtenant thereto, not within any structure, as are constructed within the Subject Property for the purpose of vehicular access to more than one Unit and/or for the purpose of vehicular access and/or parking:
 - 1.28.2.1. which is not designated and shown on Subdivision Plan(s) and/or Plat(s) and Plan(s) as a Roadway or an Access Easement; and
 - 1.28.2.2. which is not an Individual Driveway; and
 - 1.28.2.3. including any portion thereof constructed within any Roadway Rights-of-Way; and
 - 1.28.2.4. excluding any portion thereof constructed within any Roadway Cartways.
- 1.29. "Dwelling" shall mean and refer to the principal structure and all appurtenances thereto erected or constructed on a Dwelling Lot Unit, including without limitation any Accessory Building Apartment as permitted by Silver Spring Township, used or to be used as the residence of natural persons, and shall mean and refer to "Attached Dwelling" and "Detached Dwelling."
 - 1.29.1. "Attached Dwelling" shall mean and refer to any Dwelling erected or constructed such that at least one wall of the structure is a common structural wall with another Dwelling.
 - 1.29.2. "Detached Dwelling" shall mean and refer to any Dwelling erected or constructed such that no part of the structure is a common structural wall with another Dwelling.

"Dwelling Lot Unit." See Unit, Land Unit.

"Enclosing Structure." See Section 1.72.

- 1.30. "Executive Board" shall mean and refer to the body of persons, duly elected or appointed pursuant to the provisions of Section 4.6 of this Declaration and the Bylaws of this Association, designated and empowered by this Declaration as set forth herein to act on behalf of the Association and which shall, as set forth herein, manage the business and affairs of the Association in compliance with, and subject to, the provisions of the Act and the Governing Documents.

"Facilities and Amenities." See Section 1.73.

- 1.31. "Financing Agencies" shall mean and refer to those federal, state, local and private agencies and entities which regulate, participate, or otherwise have an interest in the financing, whether the primary or secondary mortgage market, security, title, or conveyancing or real property interests in the Community including but not limited to the Department of Housing and Urban Development, Federal Housing Administration, Federal Home Administration, Veterans Administration, Federal Home Loan Mortgage Corporation, Federal National Mortgage Association and other similar entities.
- 1.32. "General Common Expenses." See Common Expense Liability
- 1.33. "General Common Facilities." See Common Elements, Common Facilities.
- 1.34. "General Controlled Facilities." See Common Elements, Controlled Facilities.
- 1.35. "Governing Documents" shall mean and refer to this Declaration, the Articles of Incorporation of the Association, and the Association Bylaws as all may be duly amended from time to time.
- 1.36. "Governmental/Public Service Entity" shall mean and refer to the public, any governmental or quasi-governmental entity, public corporation, agency or authority, public or private utility, or similar entity acting on behalf of, or in service to, the public.
- 1.37. "Individual Driveway." See Driveways and Parking Areas.
- 1.38. "Institutional Lender" and "Secured Lender" are synonymous and each shall mean and refer to one or more lenders regularly engaged in financing the purchase, construction, or improvement of real estate including but not limited to commercial or savings banks, savings and loan associations, trust companies, credit unions, industrial loan associations, insurance companies, pension funds, or business trusts including but not limited to real estate investment trusts; or any assignee of loans made by such lenders; or any governmental or private institution which insures the loans of such lenders; or any combination of the foregoing entities.
- "Interior Space Unit." See Unit.
- "Land Unit." See Unit.
- 1.39. "Limited Common Elements." See Common Elements.
- 1.40. "Limited Common Facilities." See Common Elements, Common Facilities.
- 1.41. "Limited Controlled Facilities." See Common Elements, Controlled Facilities.
- 1.42. "Lot" shall mean and refer to each and every one of those certain parcels of land, shown on a Subdivision Plan as numbered (or otherwise identified) lots or parcels, each of which may be improved with structures for residential, commercial, and/or civic purposes as permitted by the Approved Development.
- 1.43. "Member" or "Membership" shall mean and refer to members of the Association. The owner, or owners collectively if more than one, of each individual Unit shall constitute one Member of the Association. Each Member shall hold such number of Memberships in the Association as is equal to the number of Unit(s) owned by such Member.

- 1.44. "Mixed Use Dwelling Lot Unit." See Unit, Land Unit, Dwelling Lot Unit.
- "Mixed Use Interior Space Unit." See Unit, Interior Space Unit.
- "Multiple Residence Land Unit." See Unit, Land Unit, Other Use Land Unit.
- 1.45. "Neighborhood Appearance Control Board" shall mean and refer to the body of persons, duly appointed pursuant to the provisions of Section 6.2.2 of this Declaration, designated, empowered and vested by the authority in this Declaration as set forth herein to review, approve or disapprove any and all Architecturally Controlled Improvements.
- "Non-Solely-Residence Land Unit." See Unit, Land Unit, Other Use Land Unit.
- "Other Use Land Unit." See Unit, Land Unit.
- 1.46. "Overall Preliminary Development Plan" shall mean and refer to that certain set of plans identified as *Preliminary Subdivision Plan Walden* prepared by Alpha Consulting Engineers, Inc., New Cumberland, Pennsylvania dated February 9, 2006, last revised January 25, 2007, as approved by, and on file with, Silver Spring Township as amended and/or revised, if amended and/or revised, as approved by Silver Spring Township.
- 1.47. "Overall Parcel" shall mean and refer to that certain real property described in Exhibit "B" attached hereto and made a part hereof.
- 1.48. "Owner" and "Unit Owner" are synonymous and each shall mean and refer to the record owner, whether one or more persons and/or entities, of a Unit which is a part of the Subject Property, excluding those having such interest, however described, merely as security for the performance of an obligation. Provided, however, a mortgagee in possession shall be deemed an Owner during the time of possession.
- "Parcel Unit." See Unit.
- 1.49. "Parking Areas." See Driveways and Parking Areas.
- 1.50. "Phase 1 Subdivision Plan," "Phase 2A/7 Subdivision Plan," "Phase 3 Subdivision Plan," "Phases 2B, 4, 5A, and 8A Final Subdivision Plan." See Subdivision Plans.
- 1.51. "Plat(s) and Plan(s)" shall mean and refer to the drawings attached to the Fourteenth Amendment to Declaration as modified by the Revised Plats and Plans attached to the Eleventh Amendment to Declaration as supplemented by (a) Sheets "P-1" through "P-15" inclusive of the Plats and Plans attached to the Third Amendment to Declaration, (b) Sheets "P-16" through "P-23" inclusive of the Plats and Plans attached to the Fifth Amendment to Declaration, (c) Sheets "P-24" through "P-36" inclusive of the Plats and Plans attached to the Sixth Amendment to Declaration, and (d) Sheets "P-37" through "P-41" inclusive of the Plats and Plans attached to the Eighth Amendment to Declaration, all as pursuant to § 5210 of the Act depicting and identifying the location and dimensions of the Subject Property, Unit identifying numbers or other designators, the location and dimensions of Unit boundaries, the location and dimensions of Limited Common Elements, the location and dimensions of Voisinages, the location and dimensions of easements serving or burdening the Subject Property, the locations and dimensions of Withdrawable Real Estate, the locations and dimensions of Additional Real Estate, and other matters customarily shown on land surveys.

- 1.52. "Registered Mortgagee" shall mean and refer to any Institutional Lender that holds a bona fide first mortgage encumbering a Unit as security for the performance of an obligation and has registered with the Association and provided current contact information.
- 1.53. "Residence" shall mean and refer to that portion of a structure which such portion is used or to be used as a separate residence of natural persons and which such structure of which the portion is a part may, but need not, contain one or more portions used or to be used as separate residence(s) of natural persons and/or one or more portions used or to be used for commercial, office, industrial, educational, and/or storage purposes.
- 1.54. "Roadways" and "Vehicle Access Easements" are synonymous and each shall mean and refer to the perpetual easement rights and privilege of access for ingress, egress, and regress on, over, through and within all those certain portions of the Subject Property depicted and shown on Subdivision Plan(s) and/or Plat(s) and Plan(s), as modified or amended, as for the purpose of vehicular access to Units and other portions of the Subject Property and shall mean and refer to the Roadway Rights-of-Way, the Roadway Cartways, and the Roadway Islands within the Roadway Rights-of-Way.
- 1.54.1. "Roadway Rights-of-Way" shall mean and refer to the area depicted and shown on Subdivision Plan(s) and/or Plat(s) and Plan(s), as modified or amended, as Access Easements and/or as shown on the Subdivision Plan(s) and/or Plat(s) and Plan(s), as modified or amended, as for the purpose of vehicular access to Units and other portions of the Subject Property.
- 1.54.2. "Roadway Cartways" shall mean and refer to all pavement, curbs, and other components and facilities appurtenant thereto as are constructed within the Roadway Rights-of-Way for the purpose of driving of vehicles (including but not limited to motor vehicles and bicycles) thereon, but excluding therefrom any Driveways.
- 1.54.3. "Roadway Islands" shall mean and refer to all components (excluding curbs, but otherwise including without limitation all lawn, trees, shrubs, landscaping, and/or hardscape materials) within Roadway Rights-of-Way which are surrounded on all sides by Roadway Cartways.
- 1.55. "Secured Lender." See Institutional Lender.
- 1.56. "Solely Commercial Interior Space Unit." See Unit, Interior Space Unit.
- "Solely Residential Dwelling Lot Unit." See Unit, Land Unit, Dwelling Lot Unit.
- "Solely Residential Interior Space Unit." See Unit, Interior Space Unit.
- 1.57. "Special Allocation Expenses." See Common Expense Liability
- 1.58. "Storm Water System" shall mean and refer to the "Storm Water Facilities" and the "Storm Water Easements" and shall mean and refer to all those certain rights in, and improvements to, *inter alia*, the Subject Property designated for the purpose of control of storm water quality and drainage, including but not limited to utilization of "best management practices" ("BMP") in accordance with plans therefor approved by all governmental entities having jurisdiction, for treatment, detention, retention and/or control of the volume and/or rate and/or the direction of storm water.

- 1.58.1. "Storm Water Facilities" shall mean and refer to all basins, pipes, swales, inlets, outfalls, dissipaters, spreaders, systems and other components and facilities appurtenant thereto as are constructed for the purpose of storm water quality and drainage management of and from the Subject Property including without limitation such as are located outside the boundaries of the Subject Property on easements for such purpose.
- 1.58.2. "Storm Water Easements" shall mean and refer to the perpetual easement rights and privilege of access for ingress, egress, and regress on, over, through, under and within all those certain portions of the Subject Property depicted and shown on the Subdivision Plan(s) and/or Plat(s) and Plan(s) as "Storm Water Easement" for the purpose of installing, operating, inspecting, replacing, adding to, maintaining and repairing the Storm Water Facilities as necessary or desirable in connection with operation of the Storm Water Facilities
- 1.59. "Streets" shall mean and refer to Roadways having a Roadway Right-of-Way width of not less than forty eight (48) feet.
- 1.60. "Subdivision Plans" shall mean and refer to such plans of development and/or subdivision of Property Phases as are approved by all government entities having jurisdiction including without limitation, approved by Silver Spring Township pursuant to the Silver Spring Township Subdivision and Land Development Ordinance, as amended, and shall include without limitation the Phase 1 Subdivision Plan, the Phase 2A/7 Subdivision Plan, the Phase 3 Subdivision Plan, and the Phases 2B, 4, 5A, and 8A Final Subdivision Plan.

In the event that any Subdivision Plan is revised or modified and approved by all government entities having jurisdiction as revised or modified, such revised or modified and approved Subdivision Plan shall replace and supercede any and all previous Subdivision Plans to the extent of any and all differences between Subdivision Plans.

- 1.60.1. "Phase 1 Subdivision Plan" shall mean and refer to that certain set of plans, comprised of 47 sheets, collectively identified as *Final Subdivision Plan Phase I Walden* prepared by Alpha Consulting Engineers, New Cumberland, PA as approved by, and on file with, Silver Spring Township, Cumberland County, Pennsylvania pursuant to the provisions of the Silver Spring Township Subdivision and Land Development Ordinance, as amended, such *Final Subdivision Plan Phase I Walden* being recorded in the Office of the Recorder of Deeds in and for Cumberland County, Pennsylvania on February 7, 2007 in Plan Book 93, Page 119 as revised by (a) *Final Plan for the Resubdivision of Lots 114 through 129 Walden* prepared by Alpha Consulting Engineers, New Cumberland, PA as approved by, and on file with, Silver Spring Township, Cumberland County, Pennsylvania pursuant to the provisions of the Silver Spring Township Subdivision and Land Development Ordinance, as amended, such *Final Plan for the Resubdivision of Lots 114 through 129 Walden* being recorded in the Office of the Recorder of Deeds in and for Cumberland County, Pennsylvania on August 14, 2008 as Instrument Number 200827785, (b) *Final Plan for the Resubdivision of Lots 18 thru 52 Walden* prepared by Alpha Consulting Engineers, New Cumberland, PA as approved by, and on file with, Silver Spring Township, Cumberland County, Pennsylvania pursuant to the provisions of the Silver Spring Township Subdivision and Land Development Ordinance, as amended, such *Final Plan for the Resubdivision of Lots 18 thru 52 Walden* being recorded in the Office of the Recorder of Deeds in and for Cumberland County, Pennsylvania on September 3, 2009 as Instrument Number 200931116, (c) *Final Subdivision Plan for the Resubdivision of Lots 105 - 113 Walden* prepared by Alpha Consulting Engineers, New Cumberland, PA as

approved by, and on file with, Silver Spring Township, Cumberland County, Pennsylvania pursuant to the provisions of the Silver Spring Township Subdivision and Land Development Ordinance, as amended, such *Final Plan for the Resubdivision of Lots 105 - 113 Walden* being recorded in the Office of the Recorder of Deeds in and for Cumberland County, Pennsylvania on June 25, 2010 as Instrument Number 201016842, (d) *Final Subdivision Plan for Crossroads at Walden* prepared by Alpha Consulting Engineers, New Cumberland, PA as approved by, and on file with, Silver Spring Township, Cumberland County, Pennsylvania pursuant to the provisions of the Silver Spring Township Subdivision and Land Development Ordinance, as amended, such *Final Subdivision Plan for Crossroads at Walden* being recorded in the Office of the Recorder of Deeds in and for Cumberland County, Pennsylvania on February 23, 2011 as Instrument Number 201106242, (e) *Final Land Development Plan for Crossroads at Walden* prepared by Alpha Consulting Engineers, New Cumberland, PA as approved by, and on file with, Silver Spring Township, Cumberland County, Pennsylvania pursuant to the provisions of the Silver Spring Township Subdivision and Land Development Ordinance, as amended, such *Final Land Development Plan for Crossroads at Walden* being recorded in the Office of the Recorder of Deeds in and for Cumberland County, Pennsylvania on February 24, 2011 as Instrument Number 201106316, and (f) *Walden Final Subdivision Plan for the Resubdivision of Lots 69 through 78 and Lots 99 through 104* prepared by Alpha Consulting Engineers, New Cumberland, PA as approved by, and on file with, Silver Spring Township, Cumberland County, Pennsylvania pursuant to the provisions of the Silver Spring Township Subdivision and Land Development Ordinance, as amended, such *Walden Final Subdivision Plan for the Resubdivision of Lots 69 through 78 and Lots 99 through 104* being recorded in the Office of the Recorder of Deeds in and for Cumberland County, Pennsylvania on November 15, 2011 as Instrument Number 201131793; (g) *Final Subdivision Plan Walden Crossroads Daycare* prepared by Alpha Consulting Engineers, New Cumberland, PA as approved by, and on file with, Silver Spring Township, Cumberland County, Pennsylvania pursuant to the provisions of the Silver Spring Township Subdivision and Land Development Ordinance, as amended, such *Final Subdivision Plan Walden Crossroads Daycare* being recorded in the Office of the Recorder of Deeds in and for Cumberland County, Pennsylvania on August 10, 2012 as Instrument Number 201224248, and (h) *Final Land Development Plan Walden Crossroads Daycare* prepared by Alpha Consulting Engineers, New Cumberland, PA as approved by, and on file with, Silver Spring Township, Cumberland County, Pennsylvania pursuant to the provisions of the Silver Spring Township Subdivision and Land Development Ordinance, as amended, such *Final Land Development Plan Walden Crossroads Daycare* being recorded in the Office of the Recorder of Deeds in and for Cumberland County, Pennsylvania on August 10, 2012 as Instrument Number 201224247.

Final Subdivision Plan for the Resubdivision of Lots 105 - 113 Walden recorded in the Office of the Recorder of Deeds in and for Cumberland County, Pennsylvania on June 25, 2010 as Instrument Number 201016842 (subsection (e) in the immediately preceding paragraph) is revised in part by that certain *Final Subdivision Plan Walden - Phase 3 & Re-Subdivision of Lots 105-108 of Phase 1, Silver Spring Township, Cumberland County, Pennsylvania* being recorded in the Office of the Recorder of Deeds in and for Cumberland County, Pennsylvania on April 9, 2014 as Instrument Number 201407209.

- 1.60.2. "Phase 2A/7 Subdivision Plan" shall mean and refer to that certain set of plans, comprised of 18 sheets, collectively identified as *Final Subdivision Plan - Phase 2A and Phase 7 Walden* prepared by Alpha Consulting Engineers, New Cumberland, PA as approved by, and on file with, Silver Spring Township, Cumberland County, Pennsylvania pursuant to the provisions of the Silver Spring Township Subdivision and Land Development Ordinance, as amended, such *Final Subdivision Plan - Phase 2A and Phase 7 Walden* being recorded in the Office of the Recorder of Deeds in and for Cumberland County, Pennsylvania on March 13, 2013 as Instrument Number 201308169.
- 1.60.3. "Phase 3 Subdivision Plan" shall mean and refer to that certain set of plans, comprised of 12 sheets, collectively identified as *Final Subdivision Plan Walden - Phase 3 & Re-Subdivision of Lots 105-108 of Phase 1, Silver Spring Township, Cumberland County, Pennsylvania* prepared by Alpha Consulting Engineers, New Cumberland, PA, as approved by, and on file with, Silver Spring Township, Cumberland County, Pennsylvania pursuant to the provisions of the Silver Spring Township Subdivision and Land Development Ordinance, as amended, such *Final Subdivision Plan Walden - Phase 3 & Re-Subdivision of Lots 105-108 of Phase 1, Silver Spring Township, Cumberland County, Pennsylvania* being recorded in the Office of the Recorder of Deeds in and for Cumberland County, Pennsylvania on April 9, 2014 as Instrument Number 201407209.
- 1.60.4. "Phases 2B, 4, 5A, and 8A Final Subdivision Plan" shall mean and refer to that certain set of plans, comprised of 31 sheets, collectively identified as *Revised Preliminary Subdivision Plan - Phases 2B, 4, 5A, 5B, 6, 8A, 8B and 9 and Final Subdivision Plan - Phases 2B, 4, 5A, and 8A, Walden, Silver Spring Township, Cumberland County, Pennsylvania*, prepared by Alpha Consulting Engineers, Inc., , New Cumberland, PA, as approved by, and on file with, Silver Spring Township, Cumberland County, Pennsylvania pursuant to the provisions of the Silver Spring Township Subdivision and Land Development Ordinance, as amended, such *Revised Preliminary Subdivision Plan - Phases 2B, 4, 5A, 5B, 6, 8A, 8B and 9 and Final Subdivision Plan - Phases 2B, 4, 5A, and 8A, Walden, Silver Spring Township, Cumberland County, Pennsylvania*, being recorded in the Office of the Recorder of Deeds in and for Cumberland County, Pennsylvania on February 2, 2015 as Instrument Number 201502536.
- 1.61. "Subject Property" shall mean and refer to that certain real property described in Exhibit "I" attached hereto and made a part hereof, and such additions thereto, if any, as may be hereafter made subject to the provisions, terms and conditions of this Declaration.
- 1.62. "Tax Exempt Property" shall mean and refer to any property exempt from county, city, borough, town, township, road, and school tax pursuant to 72 P.S. §§ 5020-204.
- 1.63. "Township" shall mean and refer to Silver Spring Township, Cumberland County, Pennsylvania, duly and properly constituted as a political subdivision of the Commonwealth of Pennsylvania.

"Tract." See Section 1.74.

"Tract Unit." See Unit, Land Unit, Other Use Land Unit.

- 1.64. "Unit." shall mean and refer to "Land Unit," to "Interior Space Unit," and to "Parcel Unit" and shall mean and refer to each and every one of those certain physical portions of the Subject Property designated for separate ownership or occupancy, the boundaries and components of which are described pursuant to Section 2.6 of this Declaration. The term "Unit" shall not be construed to include any Common Facility or lands Conveyed or to be Conveyed to Governmental/Public Service Entities.
- 1.64.1. "Land Unit" shall mean and refer to "Dwelling Lot Unit" and to "Other Use Land Unit."
- 1.64.1.1. "Dwelling Lot Unit" shall mean and refer to a Unit designated as such in Section 2.6.1.1 of this Declaration, or designated as such in an Amendment to this Declaration in accordance with Section 2.1 of this Declaration. Dwelling Lot Units include "Solely Residential Dwelling Lot Units" and "Mixed Use Dwelling Lot Units."
- 1.64.1.1.1. "Solely Residential Dwelling Lot Unit" shall mean and refer to a Unit designated as such in Section 2.6.1.1.1 of this Declaration, or designated as such in an Amendment to this Declaration in accordance with Section 2.1 of this Declaration, used or to be used solely as the residence(s) of natural persons.
- 1.64.1.1.2. "Mixed Use Dwelling Lot Unit" shall mean and refer to a Unit designated as such in Section 2.6.1.1.2 of this Declaration, or designated as such in an Amendment to this Declaration in accordance with Section 2.1 of this Declaration used or to be used for any purpose other than solely for the residence(s) of natural persons and shall include, but not be limited to, any Unit used or to be used for residential, commercial, office, industrial, educational, and/or storage purposes or any combination thereof.
- 1.64.1.2. "Other Use Land Unit" shall mean and refer to a Unit designated as such in Section 2.6.1.2 of this Declaration, or designated as such in an Amendment to this Declaration in accordance with Section 2.1 of this Declaration. Other Use Land Units include "Multiple Residence Land Units," "Non-Solely-Residence Land Units," and "Tract Units."
- 1.64.1.2.1. "Multiple Residence Land Unit" shall mean and refer to a Unit designated as such in Section 2.6.1.2.1 of this Declaration, or designated as such in an Amendment to this Declaration in accordance with Section 2.1 of this Declaration used or to be used for structures containing Apartment Residences.
- 1.64.1.2.2. "Non-Solely-Residence Land Units" shall mean and refer to a Unit designated as such in Section 2.6.1.2.2 of this Declaration, or designated as such in an Amendment to this Declaration in accordance with Section 2.1 of this Declaration, used or to be used for any purpose in compliance with the Silver Spring Township Zoning Ordinance, as amended, including but not limited to structures containing Apartment Residences and/or one or more portions to be used for commercial, office, industrial, educational, and/or storage purposes.

- 1.64.1.2.3. "Tract Unit" shall mean and refer to a Unit which is a Tract as such term is defined in Section 1.74 of this Declaration as amended and which is designated as such in Section 2.6.1.2.3 of this Declaration, or designated as such in an Amendment to this Declaration in accordance with Section 2.1 of this Declaration.
- 1.64.2. "Interior Space Unit" shall mean and refer to (a) a portion of an Enclosing Structure made an Interior Space Unit by Conversion, or (b) a Unit designated as such in Section 2.6.2 of this Declaration, or designated as such in an Amendment to this Declaration in accordance with Section 2.1 of this Declaration. Interior Space Units include "Solely Residential Interior Space Units", "Solely Commercial Interior Space Units," and "Mixed Use Interior Space Units." No portion of a Enclosing Structure may be made an Interior Space Unit unless and until such Interior Space Unit is made part of a Voisinage.
- 1.64.2.1. "Solely Residential Interior Space Unit" shall mean and refer to (a) an Apartment Residence made a Solely Residential Interior Space Unit by Conversion, or (b) a Unit designated as such in Section 2.6.2.2 of this Declaration or designated as such in an Amendment to this Declaration in accordance with Section 2.1 of this Declaration and shall mean and refer to that portion of an Enclosing Structure which such portion is used or to be used as a separate residence of natural persons and which such Enclosing Structure of which the portion is a part may, but need not, contain one or more portions used or to be used as separate residence(s) of natural persons and/or one or more portions to be used for commercial, office, industrial, educational, and/or storage purposes.
- 1.64.2.2. "Solely Commercial Interior Space Unit" shall mean and refer to a Unit designated as such in Section 2.6.2.3 of this Declaration, or designated as such in an Amendment to this Declaration in accordance with Section 2.1 of this Declaration, and shall mean and refer to that portion of an Enclosing Structure and which such portion is not to be used as the residence(s) of natural persons and is used to be used solely for commercial, office, industrial, educational, and/or storage purposes or any combination thereof and which such Enclosing Structure of which the portion is a part may, but need not, contain one or more portions used or to be used as separate residence(s) of natural persons and/or one or more portions to be used for commercial, office, industrial, educational, and/or storage purposes.
- 1.64.2.3. "Mixed Use Interior Space Unit" shall mean and refer to a Unit designated as such in Section 2.6.2.4 of this Declaration, or designated as such in an Amendment to this Declaration in accordance with Section 2.1 of this Declaration, and shall mean and refer to that portion of an Enclosing Structure which such portion is used or to be used for any purpose other than solely for the residence(s) of natural persons and shall include, but not be limited to, any Unit used or to be used for residential, commercial, office, industrial, educational, and/or storage purposes or any combination thereof."Parcel Unit" shall mean and refer to a Land Unit designated as a Parcel Unit in Section 2.6.3 of this Declaration, or designated as such in an Amendment to this Declaration in accordance with Section 2.1 of this Declaration, and shall mean and refer to a parcel of Real Estate as the term "Real Estate" is defined in § 5103 of the Act and which such Parcel Unit is not coextensive with a Lot as shown on a Subdivision Plan of the Subject Property.

1.65. "Unit Owner." See Owner.

"Vehicle Access Easements." See Roadways

1.66. "Voisinage" shall mean and refer to each and every one of those certain physical portions of the Subject Property comprised of, or being the Enclosing Structure of, one or more Units, together with Limited Common Elements, if any, allocated to such Unit(s), as delineated, depicted and identified on the Plat(s) and Plan(s). An existing Voisinage may be expanded, new Voisinage(s) may be created, and new Units and Common Facilities created within such Voisinage(s) pursuant to the provisions of Sections 2.1.1.3, 2.1.1.4, and 3.9 of this Declaration.

1.67. "Withdrawable Real Estate" shall mean and refer to:

1.67.1. any and all portions of the Subject Property shown, identified and delineated as "Withdrawable Real Estate" on the Plat(s) and Plan(s); and/or

1.67.2. any Mixed Use Unit which shall become, after the conveyance thereof, Tax Exempt Property.

1.68. "Apartment Residence" shall mean and refer to that portion, which is not an Interior Space Unit, of a structure which such structure is on, or is a part of, a Multiple Residence Land Unit or a Non-Solely Residence Land Unit and such portion is used or to be used as a separate residence of natural persons and which such structure of which the portion is a part may, but need not, contain one or more other portions used or to be used as separate residence(s) of natural persons and/or one or more portions to be used for commercial, office, industrial, educational, and/or storage purposes.

1.69. "Assessment Liability" shall mean and refer to Common Expense Liability and to Other Assessment Liability.

1.69.1. "Common Expense Liability" shall mean and refer to the liability levied against each Unit and Voisinage (or portion of a Voisinage) and to the liability of the Owner(s) thereof for the General Common Expenses pursuant to Section 5.4 of this Declaration. The Common Expense Liability appurtenant to each Unit each year is the product of the Association Interest of such Unit and the General Common Expense Budget. The Common Expense Liability appurtenant to each Voisinage each year is the product of the Association Interest of such Voisinage (or portion thereof) and the General Common Expense Budget.

1.69.2. "Other Assessment Liability." shall mean and refer to the liability levied against each Unit or Voisinage or portion thereof and to the liability of the Owner(s) thereof for the share of such Unit or Voisinage or portion thereof of Special Allocation Expenses, together with Special Assessments for Capital Improvements, if any; Assessment to repair damage caused by the Owner or others for whom the Owner is responsible, if any; and Emergency Assessments, if any, levied against such Unit or Voisinage or portion thereof all as duly adopted pursuant to the provisions of Sections 5.4, 5.5, 5.6, and 5.7 of this Declaration.

- 1.70. "Community Pedestrian Facilities" shall mean and refer to all facilities within, and/or improvements to, the Subject Property depicted and shown on the Subdivision Plan(s) as for pedestrian use and use by unmotorized vehicles, cycles, and other transportation devices (excluding only motorized wheelchairs or similar medically necessary personal mobility assistance devices) for the purpose of access to Units and to other portions of the Subject Property and/or for walking, running, hiking, biking, and similar uses and shall include without limitation facilities and improvements typically identified as "sidewalks," "walkways," "paths," and "trails." Notwithstanding the foregoing, Community Pedestrian Facilities shall not include any Streets and Driveways nor any facilities and/or improvements within the boundaries of a Unit or any Limited Common Facility appurtenant thereto unless such facilities and/or improvements are (a) located within an easement for such purpose, and (b) Association Maintained Pedestrian Facilities as such term is defined in Section 1.10 of this Declaration.
- 1.71. "Conversion" shall mean and refer to the conversion of one or more portions of structures (including but not limited to Apartment Residence(s)) not previously designated as Interior Space Unit(s) into Interior Space Unit(s) in accordance with the provisions of, to the extent applicable, § 5410 of the Act.
- 1.72. "Enclosing Structure" shall mean and refer to all structural components of the structure enclosing Interior Space Unit(s) including without limitation foundations, bearing walls, bearing floors, bearing columns and beams, and roof framing (including without limitation any such structural components within the boundaries of the Unit) together with all functional and decorative siding, roofing, wall, fence, and enclosure materials, components and finishes, and the structure supporting them, all appurtenances of all of the foregoing thereto, the land on which such is situate, and the curtilage thereof.
- 1.73. "Facilities and Amenities" shall mean and refer to:
- 1.73.1. General Controlled Facilities; and
- 1.73.2. Storm Water Facilities; and
- 1.73.3. utility and service systems, equipment, facilities, and components serving more than one Unit or serving any portion of the Common Facilities including without limitation conduits, lines, pipes, fixtures, and hardware providing water, sanitary sewer, electric, telephone, gas, television cable, communication or any other such service.
- 1.74. "Tract" shall mean and refer to a parcel of Real Estate as the term "Real Estate" is defined in § 5103 of the Act which such parcel is not designated as a Parcel Unit in Section 2.6.3 of this Declaration nor designated as a Parcel Unit in an Amendment to this Declaration in accordance with Section 2.1 of this Declaration.

ARTICLE II

DESCRIPTIONS

2.1. Declarant's Right to Modify

All of the descriptions set forth in this Article II are subject to the right of the Declarant to modify the descriptions pursuant to the provisions of this Section 2.1 and pursuant to the provisions of Sections 3.8 and 3.9 of this Declaration.

2.1.1. Subject to the applicable provisions of the Act, if any:

2.1.1.1. the Declarant may alter the dimensions of the community to be developed pursuant to the terms of this Declaration; and

2.1.1.2. the Declarant may alter the boundaries, scope, locations, and dimensions of Units, Voisinages, Common Elements, and Community Improvements, including Roadways; and

2.1.1.3. the Declarant, or an Assignee Declarant to whom the right is assigned, may, by any amendment to this Declaration in accordance with the provisions of Section 2.1.1.5, 2.1.2.1.2, 2.1.2.3, 2.1.2.5, and/or 3.9 of this Declaration, or by a separate amendment recorded in accordance with the provisions of § 5219(c) of the Act, create new Voisinages and designate the Units included within such Voisinage, add Units to or remove Units from any existing Voisinage, and/or delete any Voisinage; and

2.1.1.4. the Declarant may designate:

2.1.1.4.1. any Land Unit(s) as Parcel Unit(s); and

2.1.1.4.2. any Dwelling Lot Unit(s) as Other Use Land Unit(s) or any Other Use Land Unit(s) as Dwelling Lot Unit(s); and

2.1.1.4.3. any Solely Residential Dwelling Lot Unit(s) as Mixed Use Dwelling Lot Unit(s) or any Mixed Use Dwelling Lot Unit(s) as Solely Residential Dwelling Lot Unit(s); and

2.1.1.4.4. any Solely Residential Interior Space Unit(s) as Mixed Use Interior Space Unit(s) or Solely Commercial Interior Space Unit(s); any Mixed Use Interior Space Unit(s) as Solely Residential Interior Space Unit(s) or Solely Commercial Interior Space Unit(s); or any Solely Commercial Interior Space Unit(s) as Solely Residential Interior Space Unit(s) or Mixed Use Interior Space Unit(s); and

2.1.1.4.5. any Multiple Residence Land Unit(s) as Non-Solely-Residence Land Unit(s) or any Non-Solely-Residence Land Unit(s) as Multiple Residence Land Unit(s); and

- 2.1.1.5. the Declarant, or an Assignee Declarant to whom the right is assigned, may subdivide a Unit into two or more Units, Common Elements or a combination of Units and Common Elements; and portions of such Common Elements may be allocated as Limited Common Elements.
- 2.1.2. The foregoing rights of Declarant (or of an Assignee Declarant to whom the right is assigned) to modify the descriptions as set forth in this Declaration is subject to the following limitations:
 - 2.1.2.1. Any alteration of the dimensions of the community to be developed pursuant to the terms of this Declaration and/or any alteration to the boundaries, locations, and dimensions of Common Facilities or Community Improvements, including Roadways:
 - 2.1.2.1.1. shall have been approved by all governmental entities having jurisdiction of a plan or plans of development and/or subdivision which supercede and replace, in whole or in part, one or more Subdivision Plans as such Subdivision Plans are defined in Section 1.60 of this Declaration; and
 - 2.1.2.1.2. an Amendment to this Declaration setting forth the alterations to the dimensions of the community to be developed pursuant to the terms of this Declaration and/or to the boundaries, locations, and dimensions of Common Facilities or Community Improvements, including Roadways, and/or to any Limited Common Facilities, including but not limited to the allocation to which Unit or Units each Limited Common Facility is allocated shall have been executed by the Declarant and recorded pursuant to the provisions of § 5219(c) of the Act; and
 - 2.1.2.2. If any alteration permitted by Section 2.1.1 of this Declaration shall result in any relocation of boundaries between Units, an Amendment to this Declaration identifying the Units involved, stating the reallocations, executed by the Units Owners, containing words of conveyance between them and plats or plans necessary to show the altered boundaries between adjoining Units and their dimensions and identifying numbers or other designators shall be prepared and recorded pursuant to § 5214 of the Act; and
 - 2.1.2.3. If any alteration permitted by this Section 2.1 of this Declaration shall result in any subdivision of a Unit into two or more Units or into a combination of Units and Common Elements, an Amendment to this Declaration, including the Plat(s) and Plan(s), subdividing that Unit shall be prepared and recorded pursuant to § 5215 of the Act which such Amendment shall designate each Unit created by such subdivision as:
 - 2.1.2.3.1. a Dwelling Lot Unit and, if so designated as a Dwelling Lot Unit, may or may not designate such Dwelling Lot Unit as a Parcel Unit, and shall designate such Dwelling Lot Unit as:

- 2.1.2.3.1.1. either a Solely Residential Dwelling Lot Unit
- 2.1.2.3.1.2. or as a Mixed Use Dwelling Lot Unit and, if so designated as a Mixed Use Dwelling Lot Unit, shall designate the number of Residences deemed to be within each such Mixed Use Dwelling Lot Unit and/or the total gross floor area square footage of non-residential (including but not limited to commercial and office space) structures deemed to be within each such Mixed Use Dwelling Lot Unit;
- 2.1.2.3.2. or as an Other Use Land Unit and, if so designated as an Other Use Land Unit, may or may not designate such Other Use Land Unit as a Parcel Unit, and shall designate such Other Use Land Unit as:
 - 2.1.2.3.2.1. either a Multiple Residence Land Unit and, if so designated as a Multiple Residence Land Unit, shall designate the number of Residences deemed to be within such Multiple Residence Land Unit,
 - 2.1.2.3.2.2. or as a Non-Solely-Residence Land Unit and, if so designated as a Non-Solely-Residence Land Unit, shall designate the number of Residences, if any, deemed to be within such Non-Solely-Residence Land Unit and/or the total gross floor area square footage of non-residential (including but not limited to commercial and office space) structures, if any, deemed to be within such Non-Solely-Residence Land Unit,
 - 2.1.2.3.2.3. or as a Tract Unit.
- 2.1.2.3.3. or as an Interior Space Unit and, if so designated as an Interior Space Unit, shall designate such Interior Space Unit as:
 - 2.1.2.3.3.1. either a Solely Residential Interior Space Unit,
 - 2.1.2.3.3.2. a Solely Commercial Interior Space Unit and, if so designated as a Solely Commercial Interior Space Unit, shall designate the total gross floor area square footage of non-residential (including but not limited to commercial and office space) space deemed to be within such Solely Commercial Interior Space Unit,
 - 2.1.2.3.3.3. or as a Mixed Use Interior Space Unit and, if so designated as a Mixed Use Interior Space Unit, shall designate the number of Residences deemed to be within such Mixed Use Interior Space Unit and/or the total gross floor area square footage of non-residential (including but not limited to commercial and office space) space deemed to be within such Mixed Use Interior Space Unit.

Pursuant to the requirements of Section 2.1.2.3 of this Declaration:

Units 725 through 729 inclusive and Units 752 through 755 inclusive are hereby designated as Solely Residential Dwelling Lot Units.

Units 713 through 715 inclusive and Units 756 through 758 inclusive are hereby designated as Solely Residential Interior Space Units.

Units 813 and 860 are hereby designated as Solely Commercial Interior Space Units.

Pursuant to the requirements of Section 2.1.2.3 of this Declaration:

Units 720 through 723 inclusive are hereby designated as Solely Residential Dwelling Lot Units

Units 759 through 768 inclusive are hereby designated as Solely Residential Interior Space Units.

Units 820, 824, and 861 are hereby designated as Solely Commercial Interior Space Units.

Pursuant to the requirements of Section 2.1.2.3 of this Declaration:

Units 205 through 222 inclusive, Units 235 through 243 inclusive, and Units 297 through 301 inclusive are hereby designated as Solely Residential Dwelling Lot Units.

Units 440 through 446 inclusive, Units 452 through 464 inclusive, Units 504 through 508 inclusive, and Units 588 through 591 are hereby designated as Solely Residential Dwelling Lot Units.

Pursuant to the requirements of Section 2.1.2.3 of this Declaration:

Units 716 through 719 inclusive are hereby designated as Solely Residential Interior Space Units.

Unit 816 is hereby designated as a Solely Commercial Interior Space Unit.

Pursuant to the requirements of Section 2.1.2.3 of this Declaration:

Units 191-195 inclusive, Units 223 through 225 inclusive, Units 228 through 234 inclusive, Units 245 through 252 inclusive, and Units 290 through 296 inclusive are hereby designated as Solely Residential Dwelling Lot Units.

Unit 447, Units 465 through 472 inclusive, and Units 584 through 587 inclusive are hereby designated as Solely Residential Dwelling Lot Units.

Pursuant to the requirements of Section 2.1.2.3 of this Declaration:

Units 267 through 289 inclusive, Units 290A and 290B, and Units 304 through 310 inclusive are hereby designated as Solely Residential Dwelling Lot Units.

Unit T2B is hereby designated as a Tract Unit.

Pursuant to the requirements of Section 2.1.2.3 of this Declaration:

Units 253A through 253D inclusive, 254A through 254D inclusive, 255A through 255C inclusive, 256A through 256D inclusive, 257A through 257D inclusive, 258A through 258E inclusive, Units 259 through 261 inclusive, Units 311 through 317 inclusive, Units 335 through 343 inclusive, Units 353 through 393 inclusive, and Units 473 through 485 inclusive are hereby designated as Solely Residential Dwelling Lot Units.

2.1.2.4. A maximum of Three Hundred Eighty Five (385) Units may be created by the subdivision or conversion of Units owned by a Declarant.

2.1.2.5. If any alteration permitted by Section 2.1.1 of this Declaration shall result in any portion of the Common Elements being allocated as Limited Common Elements, an Amendment to this Declaration setting forth the portions of Common Elements so allocated as Limited Common Elements shall have been executed by the Declarant pursuant to § 5209(c) of the Act; and

Pursuant to the requirements of Section 2.1.2.5 of this Declaration, the exterior porches, patios, decks, balconies, doorsteps, stoops or similar extensions of the dwelling which are designed to serve a single Unit, together with any enclosure or cover thereof including, but not limited to, awnings, trellises, arbors, and/or pergolas, but located outside the Unit's boundaries that they respectively serve, are hereby designated as Limited Common Facilities allocated exclusively to Units 701 through 704 inclusive, Units 705 through 708 inclusive, Units 709 through 712 inclusive, Units 713 through 719 inclusive, Units 756 through 758 inclusive, Units 759 through 760 inclusive, Units 761 through 764 inclusive, Units 765 through 768 inclusive, Unit 801, Unit 809, Unit 813, Unit 816, Unit 860, Unit 861, Unit 820, and Unit 824.

2.1.2.6. Any alteration to any Limited Common Elements, including but not limited to the allocation to which Unit or Units each Limited Common Element is allocated, shall require the consent of the Unit Owner and/or Unit Owners whose Unit or Units are affected.

2.2. Property subject to this Declaration

The real property which is, and shall be, held, transferred, sold, conveyed and occupied subject to this Declaration is the Subject Property, located in Silver Spring Township, Cumberland County, Pennsylvania, as described in Exhibit "I" attached hereto and made a part hereof.

There is no real estate in which the Unit Owners will own only an estate for years, and there are no noncontiguous parcels of real estate comprising the Community.

Encroachments by or upon any portion of the Community are shown on the Plat(s) and Plan(s).

2.3. Name, location, and dimensions of Community

The name of the community to be developed pursuant to the terms of this Declaration is "Walden, a Planned Community." The location and dimensions of the community to be developed pursuant to the terms of this Declaration are shown and depicted on the Plat(s) and Plan(s).

2.4. Plat(s) and Plan(s)

The Plat(s) and Plan(s) are comprised of the following components, which together constitute the Plats and Plans of Walden, a Planned Community:

- 2.4.1. Plat(s) and Plan(s) attached to the Fourteenth Amendment to this Declaration as supplemented by:
 - 2.4.1.1. Sheets "P-1" through "P-15" of the Plats and Plans attached to the Third Amendment to Declaration attached to the Third Amendment to this Declaration; and
 - 2.4.1.2. Sheets "P-16" through "P-23" inclusive of the Plats and Plans attached to the Fifth Amendment to Declaration; and
 - 2.4.1.3. Sheets "P-24" through "P-36" inclusive of the Plats and Plans attached to the Sixth Amendment to Declaration,
 - 2.4.1.4. Sheets "P-37" through "P-41" inclusive of the Plats and Plans attached to the Eighth Amendment to Declaration.

Existing improvements to the Subject Property are shown on the Plat(s) and Plan(s). All Community Improvements (as such term is defined in Section 1.20 of this Declaration) shown on the Plat(s) and Plan(s) MUST BE BUILT and the intended location and dimensions of all such Community Improvements (the location and dimensions of which are capable of being shown on a plan) are shown on the Plat(s) and Plan(s).

The location and dimensions of all easements serving or burdening any portion of the Subject Property (the location and dimensions of which are capable of being shown on a plan) are shown on the Plat(s) and Plan(s).

2.5. Voisinages

Each Voisinage is defined as a portion of the Subject Property comprised of one or more Units, together with Limited Common Elements, if any, allocated to such Unit(s), as delineated, depicted and identified on the Plat(s) and Plan(s).

The identifying number or other designator of each Voisinage is shown on the Plat(s) and Plan(s).

- 2.5.1. Unless and until structures are constructed containing a different amount of non-residential square footage as permitted in accordance with the terms of this Declaration, Voisinage I shall be comprised of the following Units containing 14,172 total gross floor area square footage of non-residential commercial and office space:
 - one (1) Solely Commercial Interior Space Unit being Unit Number 801 containing 1,638 square feet of non-residential space; and
 - one (1) Solely Commercial Interior Space Unit being Unit Number 805 containing 1,505 square feet of non-residential space, and

one (1) Solely Commercial Interior Space Unit being Unit Number 809 containing 1,538 square feet of non-residential space; and

one (1) Solely Commercial Interior Space Unit being Unit Number 813 containing 1,141 square feet of non-residential space; and.

one (1) Solely Commercial Interior Space Unit being Unit Number 816 containing 1,591 square feet of non-residential space; and

one (1) Solely Commercial Interior Space Unit being Unit Number 820 containing 1,538 square feet of non-residential space; and

one (1) Solely Commercial Interior Space Unit being Unit Number 824 containing 1,538 square feet of non-residential space; and

one (1) Solely Commercial Interior Space Unit being Unit Number 860 containing 2,945 square feet of non-residential space.

one (1) Solely Commercial Interior Space Unit being Unit Number 861 containing 738 square feet of non-residential space.

2.5.2. Unless and until structures are constructed containing a different number of Residences as permitted in accordance with the terms of this Declaration, Voisinage I shall be comprised of the following Units containing 66 Residences:

thirty four (34) Solely Residential Dwelling Lot Units being Unit Numbers 720 through 723, Unit Numbers 725 through 739 inclusive and Unit Numbers 741 through 755 inclusive; and

thirty two (32) Solely Residential Interior Space Units being Unit Numbers 701 through 719 inclusive and Unit Numbers 756 through 768 inclusive; and

2.5.3. Unless and until structures are constructed comprising Voisinage II containing a different number of Units as permitted in accordance with the terms of this Declaration, Voisinage II shall be comprised of the Enclosing Structure enclosing:

thirty two (32) Solely Residential Interior Space Units being Unit Numbers 701 through 719 inclusive and Unit Numbers 756 through 768 inclusive; and

one (1) Solely Commercial Interior Space Unit being Unit Number 801 containing 1,638 square feet of non-residential space; and

one (1) Solely Commercial Interior Space Unit being Unit Number 805 containing 1,505 square feet of non-residential space; and

one (1) Solely Commercial Interior Space Unit being Unit Number 809 containing 1,538 square feet of non-residential space; and

one (1) Solely Commercial Interior Space Unit being Unit Number 813 containing 1,141 square feet of non-residential space; and

one (1) Solely Commercial Interior Space Unit being Unit Number 816 containing 1,591 square feet of non-residential space; and

one (1) Solely Commercial Interior Space Unit being Unit Number 820 containing 1,538 square feet of non-residential space; and

one (1) Solely Commercial Interior Space Unit being Unit Number 824 containing 1,538 square feet of non-residential space; and

one (1) Solely Commercial Interior Space Unit being Unit Number 860 containing 2,945 square feet of non-residential space; and

one (1) Solely Commercial Interior Space Unit being Unit Number 861 containing 738 square feet of non-residential space.

2.6. Units

Each Unit is defined and described as being a separate and distinct physical portion of the Subject Property designated for separate ownership or occupancy, the location and dimensions of the boundaries of which are shown on the Plat(s) and Plan(s), excepting therefrom (a) any Common Facilities and (b) real property Conveyed or to be Conveyed to Governmental/Public Service Entities.

Buildings that contain all or part of any Unit, if any, are shown on the Plat(s) and Plan(s).

There are Four Hundred Ninety-Five (495) Units in the Subject Property.

The identifying number or other designator of each Unit is shown on the Plat(s) and Plan(s).

The horizontal boundaries of Units for which no horizontal boundaries are shown on the Plat(s) and Plan(s) are coextensive with the horizontal boundaries of the Subject Property.

Each Unit which is an Interior Space Unit is defined and described as the volume encompassing or to encompass a separate parcel of Real Estate (which such term includes parcels with upper or lower boundaries and spaces that may be filled with air) as depicted on the Plat(s) and Plan(s) attached hereto and made a part hereof, together with the appurtenances thereto, including but not limited to any garage appurtenant thereto.

If any mechanical or electrical components, including without limitation air conditioner or heat pump compressors, chutes, flues, ducts including without limitation exhaust and dryer vents, wires, switches, outlets, jacks and other interconnects, conduits, pipes, fixtures, or hardware including door locks, serving only one Unit, lie partially or completely outside the designated boundaries of a Unit, any portion thereof serving only that Unit shall be a part of the Unit and any portion thereof serving more than one Unit or any portion of the Common Elements shall be a part of the Common Elements.

A Unit may be subdivided into two or more Units. In the case of a Unit owned by a Declarant, such may be subdivided into two or more Units, Common Elements or a combination of Units and Common Elements in accordance with the provisions of § 5215 of the Act.

2.6.1. Land Units

Each Land Unit is coextensive with one or more Lot(s) or other parcel(s) of Real Estate as the term "Real Estate" is defined in § 5103 of the Act, either (1) as shown on a Subdivision Plan of the Subject Property, or (2) as both (a) shown and identified as a Unit on the Plat(s) and Plan(s) in accordance with the provisions of Section 2.4 of this Declaration and (b) designated as a Parcel Unit in Section 2.6.3 of this Declaration or designated as such in an Amendment to this Declaration in accordance with Section 2.1 of this Declaration, upon which one or more structures are or may be erected, excepting therefrom any parcels of Real Estate Conveyed or to be Conveyed to Governmental/Public Service Entities, and further excepting therefrom parcels of Real Estate which are Common Facilities; Common Facilities include but are not limited to those certain parcels of land defined in this Declaration as Open Space. Except as set forth in the immediately following paragraph, the identifying number or other designator of each Land Unit is the Unit Number or other designator for such Unit as shown on the Plat(s) and Plan(s) and, if applicable, the Lot number or other designator(s) for Lot(s) for which such Land Unit is coextensive are shown on the Subdivision Plan(s). The vertical boundaries of each Land Unit are the Unit boundaries as shown on the Plat(s) and Plan(s) and, if applicable, the boundaries of Lot(s) or other parcel(s) of Real Estate as the term "Real Estate" is defined in § 5103 of the Act, as shown on the Subdivision Plan(s). The Plat(s) and Plan(s) attached hereto and made a part hereof identify and depict each Land Unit and the boundaries thereof and the Subdivision Plan(s) identify and depict the Lot(s) and the boundaries thereof. In the event of any discrepancy between the Plat(s) and Plan(s) and a Subdivision Plan, the Subdivision Plan shall be controlling.

The identifying number or other designator of Land Units 105, 106, 107, and 108 are the Unit Numbers for such Units as shown on the Plat(s) and Plan(s). The Land Units identified as Land Units 105, 106, 107, and 108 on the Plats and Plans are coextensive with the Lots identified, shown, and delineated as Lots numbered 105R, 106R, 107R, and 108R respectively on that certain *Final Subdivision Plan Walden - Phase 3 & Re-Subdivision of Lots 105-108 of Phase 1, Silver Spring Township, Cumberland County, Pennsylvania* recorded in the Office of the Recorder of Deeds in and for Cumberland County, Pennsylvania on April 9, 2014 as Instrument Number 201407209.

Any and all improvements to a Land Unit including without limitation structure(s), Dwelling(s), any and all appurtenances thereto such as fences, walls, porches, patios, decks, and stoops; mechanical or electrical lines, conduits, and systems; Driveways and Parking Areas; sidewalks and other walkways, steps, landscaping; and all similar improvements shall be appurtenant to and indivisible from the real estate of which the Land Unit is a part but the Land Unit as initially created by the Declarant shall be comprised solely of the unimproved land.

The conveyance and ownership of any Land Unit on which a Dwelling or other structure has been constructed shall include the conveyance and ownership of the entire Dwelling (as defined in Section 1.29 of this Declaration) or other structure and, to the extent that any portion of the Dwelling or other structure shall, at any time and for any reason including but not limited to, resulting from construction, reconstruction, shifting, settlement, or movement of any kind, not be within the boundaries of the Unit as shown, depicted and delineated on the Plat(s) and Plan(s), the Common Facilities and all other Units are hereby made subject to a perpetual and exclusive easement appurtenant to such Land Unit for the existence and maintenance on, over, across, under and through the Common Facilities and

on, over, across, under and through any and all other Units to the extent of, and for the existence and maintenance of, all portion(s) of the Dwelling or other structure not within the boundaries of the Unit as shown, depicted and delineated on the Plat(s) and Plan(s).

2.6.1.1. Dwelling Lot Units

Units identified as Unit Numbers 1 through 47, 53 through 68, 69A through 69D, 70A through 70D, 71A through 71D, 72A through 72C, 78 through 99, 100A through 100D, 101A through 101E, 105 through 126, 132 through 185, 191 through 195, 205 through 225, 228 through 243, 245 through 252, 253A through 253D, 254A through 254D, 255A through 255C, 256A through 256D, 257A through 257D, 258A through 258E, 259 through 261, 267 through 290, 290A, 290B, 291 through 301, 304 through 317, 335 through 343, 353 through 393, 440 through 447, 452 through 485, 504 through 508, 584 through 591, 720 through 723, 725 through 739, and 741 through 755 on the Plat(s) and Plan(s) are designated as Dwelling Lot Units.

2.6.1.1.1. Solely Residential Dwelling Lot Units

Units identified as Unit Numbers 1 through 47, 53 through 68, 69A through 69D, 70A through 70D, 71A through 71D, 72A through 72C, 78 through 99, 100A through 100D, 101A through 101E, 105 through 126, 132 through 185, 191 through 195, 205 through 225, 228 through 243, 245 through 252, 253A through 253D, 254A through 254D, 255A through 255C, 256A through 256D, 257A through 257D, 258A through 258E, 259 through 261, 267 through 290, 290A, 290B, 291 through 301, 304 through 317, 335 through 343, 353 through 393, 440 through 447, 452 through 485, 504 through 508, 584 through 591, 720 through 723, 725 through 739, and 741 through 755 on the Plat(s) and Plan(s) are designated as Solely Residential Dwelling Lot Units.

2.6.1.1.2. Mixed Use Dwelling Lot Units

There are no Mixed Use Dwelling Lot Units.

2.6.1.2. Other Use Land Units

Units identified as Unit Number 769 on the Plat(s) and Plan(s) is designated as an Other Use Land Units.

2.6.1.2.1. Multiple Residence Land Units

There are no Multiple Residence Land Units.

2.6.1.2.2. Non-Solely-Residence Land Units

Unit identified as Unit Number 769 on the Plat(s) and Plan(s) is designated as a Non-Solely-Residence Land Unit.

Unless and until structures are constructed containing a different amount of non-residential square footage as permitted in accordance with the terms of this Declaration, Unit Number 769 shall contain 10,344 total gross floor area square footage of non-residential (including but not limited to commercial and

office space) structures.

2.6.1.2.3.

Tract Units

Each Tract Unit is a parcel of Real Estate as the term "Real Estate" is defined in § 5103 of the Act and which such Tract Unit is not an Interior Space Unit, a Dwelling Lot Unit, a Multiple Residence Land Unit, or a Non-Solely-Residence Unit. A Tract Unit may be subdivided into two or more Units. In the case of a Tract Unit owned by a Declarant, such Tract Unit may be subdivided into two or more Units, Common Elements or a combination of Units and Common Elements in accordance with the provisions of § 5215 of the Act and to designate any or all of the Units and/or Common Elements created by such subdivision as a Voisinage or as a part of an existing Voisinage. If a Tract Unit is shown on any plan or drawing identifying the perimeter boundary such Tract Unit, the location of the vertical boundaries of the Tract Unit are at the location of the perimeter boundaries as shown on such plan or drawing. If a Tract Unit is described by a text description (frequently referred to as a "Legal Description" and/or as a "Metes and Bounds Description"), the location of the vertical boundaries of the Tract Unit are at the location of the perimeter of the Tract Unit as described in such text description. The location of the horizontal boundaries of a Tract Unit, if any, are at the location of horizontal boundaries as shown on a plan or drawing of the Tract Unit, if so shown, or at the location as described by text, if so described.

Unit identified as Unit Number T2B on the Plat(s) and Plan(s) is designated as a Tract Unit.

2.6.2.

Interior Space Units

Units identified as Unit Numbers 701 through 719, 756 through 768, 801, 805, 809, 813, 816, 820, 824, 860, and 861 on the Plat(s) and Plan(s) are designated as Interior Space Units.

2.6.2.1.

Unit Boundaries of Interior Space Units

2.6.2.1.1.

The vertical boundaries of each Interior Space Unit shall be vertical planes located at the positions delineated and described on the Plat(s) and Plan(s) and shall be, unless otherwise set forth in an Amendment to this Declaration in accordance with Section 2.1.2.3 of this Declaration:

2.6.2.1.1.1.

planes adjacent to and between the framing or other structural components of all exterior walls of the structure enclosing the Unit (including common walls between Units), and the materials such as lath, furring, wallboard, plasterboard, plaster and similar materials attached to such framing or other structural components (all lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint; and similar materials attached to the framing or other structural components shall be a part of the Unit), which planes extend to intersections with each other and with the upper and lower horizontal boundaries of each Unit, and

- 2.6.2.1.1.2. the unfinished surface of the foundation walls of the exterior foundation walls of the structure enclosing the Unit or the foundation walls of common walls between Units, and
- 2.6.2.1.1.3. the interior surface of all exterior windows, skylights and doors enclosing the Unit (all doors, including garage door, and window structural components including doors, windows, frames, glass and similar materials are Common Elements; interior window and door trim are a part of the Unit).
- 2.6.2.1.2. The horizontal boundaries of each Interior Space Unit shall be horizontal planes located at the positions delineated and described on the Plat(s) and Plan(s) and shall be, unless otherwise set forth in an Amendment to this Declaration in accordance with Section 2.1.2.3 of this Declaration:
- 2.6.2.1.2.1. the upper horizontal boundaries of each Unit on the top most floor of a structure shall be planes adjacent to and between the roof framing components of the structure enclosing the Unit and the materials such as roof sheathing attached to such framing components; and the upper horizontal boundaries of each Unit of a structure other than on the top most floor shall be the planes formed by the uppermost or outermost surface of the material forming the finished surface of the uppermost ceiling of the Unit, and
- 2.6.2.1.2.2. the lower horizontal boundaries of each Unit shall be the unfinished surface of all basement floors and garage floors, and, if a basement shall not be a part of a Unit or any portion thereof, the lower horizontal boundaries of such Unit or portion shall be the unfinished surface of structural materials attached to the floor framing components of the lowest floor of the structure enclosing the Unit (all sub-flooring attached to the framing components shall be Common Elements; all underlayment, tiles, finished wood flooring, carpeting, pad, and similar materials attached to the foregoing Common Elements shall be a part of the Unit).
- 2.6.2.1.3. All structural components of the structure enclosing any Interior Space Unit including without limitation foundations, bearing walls, bearing floors, bearing columns and beams, and roof framing shall be Common Elements, including without limitation any such structural components within the boundaries of the Unit.
- 2.6.2.1.4. All functional and decorative siding, roofing, wall, fence, and enclosure materials, components and finishes, together with the structure supporting them of the structure enclosing any Interior Space Unit shall be, without limitation, Common Elements.
- 2.6.2.1.5. Subject to the provisions of Section 2.6.2.2 of this Declaration, all spaces, interior partitions and other fixtures and improvements within the boundaries of an Interior Space Unit are a part of the Unit.

2.6.2.2. Solely Residential Interior Space Units

Units identified as Unit Numbers 701 through 719 and 756 through 768 on the Plat(s) and Plan(s) are designated as Solely Residential Interior Space Units

2.6.2.3. Solely Commercial Interior Space Units

Units identified as Unit Numbers 801, 805, 809, 813, 816, 820, 824, 860, and 861 on the Plat(s) and Plan(s) are designated as a Solely Commercial Interior Space Unit.

2.6.2.4. Mixed Use Interior Space Units

There are no Mixed Use Interior Space Units

2.6.3. Parcel Units

Units identified as Unit Numbers 720 through 723, 725 through 739, 741 through 755, and 769 on the Plat(s) and Plan(s) are designated as Parcel Units.

2.7. Party Walls

Each wall, the centerline of which is a boundary line between two Land Units is a Party Wall. To the extent not inconsistent with the Governing Documents, the general rules of law regarding Party Walls and liability for damage due to negligence or willful acts or omissions shall apply thereto. The cost of reasonable repair and maintenance of a Party Wall shall be shared by the Owners who make use of the Party Wall in proportion to such use. If a Party Wall is damaged or destroyed by fire or other casualty, any Owner who has used the Party Wall may restore it, and if thereafter the other Owners make use of the Party Wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of the restoring Owner to a larger contribution under any rule of law regarding liability for negligent or willful acts or omissions. An Owner who through negligent or willful act causes the Party Wall to be exposed to the elements shall bear the entire cost of furnishing the necessary protection against such elements. The right of any Owner to contribution from any other Owner under the provisions of this section shall be appurtenant to the land and shall pass to each Owner's successors in title.

2.8. Common Elements

The Common Elements are comprised of both Common Facilities and Controlled Facilities.

By this Declaration and pursuant to the provisions of the Act, the ownership, in fee, of all of the Common Facilities, as defined in Section 1.15.1 of this Declaration, is vested in the Association.

The Common Facilities are comprised of both General Common Facilities and Limited Common Facilities

Neither the General Common Facilities nor the Limited Common Facilities include any real property Conveyed to Governmental/Public Service Entities.

The description of the obligations of the Association for the maintenance, improvement, repair, replacement, regulation, management and control of the Common Facilities is set forth in Section 4.3.2 of this Declaration.

The Controlled Facilities are comprised of both General Controlled Facilities and Limited Controlled Facilities.

The description of the obligations of the Association for the maintenance, improvement, repair, replacement, regulation, management and control of the Controlled Facilities is set forth in Section 4.3.3 of this Declaration.

2.8.1. General Common Facilities

The General Common Facilities are defined in Section 1.15.1.1 of this Declaration and include, but are not limited to:

2.8.1.1. Association Maintained Pedestrian Facilities (Sidewalk) and Association Maintained Pedestrian Facilities (Trail) to the extent such are not Limited Common Facilities; and

all Roadways, to the extent not accepted for dedication by Silver Spring Township or any other governmental entity including Roadway Islands located within the rights-of-way of such Roadways.

2.8.1.2. The Storm Water Facilities to the extent not accepted for dedication by Silver Spring Township or any other governmental entity.

2.8.1.3. Utility and service conduits, lines and systems within the Subject Property and not owned by the providers of services or by any other Governmental/Public Service Entity including, but not limited to, those providing water, electric, telephone, gas, television cable, communication or any other such service, all excluding (a) the portions of such as are parts of Units as set forth in Section 2.6 of this Declaration, and (b) such as are Conveyed or to be Conveyed to any Governmental/Public Service Entity

2.8.1.4. Common Land being Lot OS-1, Lot OS-3, Lot OS-4A, Lot OS-4C, Lot OS-5, Lot OS-7, Lot OS-9, Lot OS-12, Lot OS-13, Lot OS-17, Lot OS-19, Lot OS-20, Lot OS-21, Lot OS-22, Lot OS-23, and Lot OS-28 as shown and depicted on the Plat(s) and Plan(s), including improvements, if any, thereto whether heretofore or hereafter completed including but not limited to all of the following to the extent such are not Limited Common Facilities:

2.8.1.4.1. Association Maintained Pedestrian Facilities (Sidewalk) and Association Maintained Pedestrian Facilities (Trail)

2.8.1.4.2. signs including but not limited to trail markers, direction and information signs, and entrance and identification signs, including lighting thereof;

2.8.1.4.3. fences and fencing

2.8.1.4.4. landscaping, including but not limited to ground cover, flowers, shrubs, bushes and trees

2.8.1.4.5. Common Driveways and Parking Areas

2.8.1.4.6. Retaining Walls

2.8.2. Limited Common Facilities

The Limited Common Facilities are defined in Section 1.15.1.2 of this Declaration. Limited Common Facilities and the Units to which such Limited Common Facilities are allocated are identified and delineated on the Plat(s) and Plan(s) and include:

2.8.2.1. Driveways and Parking Areas to the extent designated as Limited Common Facilities on the Plat(s) and Plan(s) are Limited Common Facilities appurtenant to Units as identified on the Plat(s) and Plan(s).

2.8.2.2. Unless otherwise set forth in an Amendment to this Declaration in accordance with Section 2.1.1.3 of this Declaration:

2.8.2.2.1. excepting therefrom Roadways (Vehicle Access Easements), Association Maintained Pedestrian Facilities, and Storm Water Facilities, all portions of a Voisinage, including without limitation land comprising the Voisinage (excepting any and all land being part of a Land Unit or a component of an Enclosing Structure), lawns, trees, shrubs, landscaping, Driveways and Parking Areas, and any and all sidewalks or other pedestrian facilities located within or adjacent to the Voisinage located between the Street Line (as such term is defined in the Zoning Ordinance of Silver Spring Township, as amended) and the Roadway Cartway (as such term is defined in Section 1.54.2 of this Declaration) are Limited Common Facilities appurtenant to Units within, or comprising, such Voisinage.

2.8.2.3. Unless otherwise set forth in an Amendment to this Declaration in accordance with Section 2.1.1.3 of this Declaration:

2.8.2.3.1. any exterior porches, patios, decks, balconies, doorsteps, stoops or similar extensions of the dwelling designed to serve a single Unit together with any enclosure or cover thereof including, but not limited to, awnings, trellises, arbors, and/or pergolas but located outside the Unit's boundaries, shall be Limited Common Facilities allocated exclusively to that Unit.

2.8.3. General Controlled Facilities

The General Controlled Facilities are defined in Section 1.15.2.1 of this Declaration and include:

2.8.3.1. Roadway Islands within rights of way dedicated to Silver Spring Township or to any other governmental entity.

2.8.3.2. Association Maintained Pedestrian Facilities within Roadway Rights-of-Way dedicated to Silver Spring Township or to any other governmental entity.

2.8.3.3. Those portions of the Storm Water Facilities that are not located within the Common Facilities excluding any Storm Water Facilities within rights of way dedicated to, and accepted by, Silver Spring Township or any other governmental entity.

2.8.3.4. Fire Hydrants located within the Subject Property.

2.8.4. Limited Controlled Facilities

The Limited Controlled Facilities are defined in Section 1.15.2.2 of this Declaration and include:

2.8.4.1. The accessible areas of landscaping, including lawns, plantings such as ground cover, shrubs, bushes and trees on Land Units on which Attached Dwellings are constructed to the extent installed by the Association or installed as part of the improvement of the Subject Property prior to, or in connection with, the first Certificate of Occupancy issued for occupancy of a Dwelling on the Land Unit. Landscaping including lawns, plantings such as ground cover, shrubs, bushes and trees within enclosing fences shall be deemed not to be accessible.

2.8.4.2. The following surfaces on all Land Units on which Attached Dwellings are constructed but, unless such are Association Maintained Pedestrian Facilities as defined in Section 1.10 of this Declaration, the maintenance, repair, and replacement of which is the responsibility of the Association in accordance with the provisions of Section 4.3.2.3 of this Declaration, only for the limited purpose of the reasonably practical removal of snow therefrom and the reasonably practical treatment for ice accumulation thereon in accordance with the provisions of Section 4.3.3.1 of this Declaration as limited by the provisions of Section 4.3.4 of this Declaration:

2.8.4.2.1. Individual Driveways; and

2.8.4.2.2. Sidewalks and other walkways, steps, stoops, patios, porches, and decks which are not located within enclosing fences.

2.8.4.2.3. Association Maintained Pedestrian Facilities located on a Unit.

2.8.5. Time Share Estates

There are no time-share estates created by the provisions of this Declaration.

2.9. Subject Property, Withdrawable Real Estate, and Additional Real Estate

The Subject Property is all of the real property described in Exhibit "I" attached hereto and made a part hereof in which Units and Common Elements have been created, together with such portion(s) of the Additional Real Estate which are made subject to the provisions, terms and conditions of this Declaration in any Addendum to this Declaration pursuant to the terms of Section 3.9 of this Declaration, and excluding any Withdrawable Real Estate which has been withdrawn from the provisions, terms and conditions of this Declaration in any Addendum to this Declaration pursuant to the terms of Section 3.8 of this Declaration.

Any portion or all of the Withdrawable Real Estate which has been withdrawn from the Subject Property and from the provisions, terms and conditions of this Declaration pursuant to the provisions of Section 3.8 of this Declaration shall thereafter be Additional Real Estate in which additional Units, Common Elements, and Limited Common Elements may be created.

2.10. Uncompleted Community Improvements and Common Elements

2.10.1. Common Authority and Responsibility

All of the Subject Property shall be developed and all Community Improvements shall be completed according to the Approved Development under Declarant's common authority and responsibility. Declarant may assign the rights and delegate the duties of common authority and responsibility herein to an assignee, subject, however, that no such assignment shall be valid unless in writing and notice thereof shall have been given, in writing, to the Township.

Until each improvement to the Subject Property and Common Elements shall be completed, the Declarant shall be solely responsible for real estate taxes assessed against or allocable to such improvement to the Subject Property or the Common Elements and for all other expenses in connection with such improvement to the Subject Property or Common Elements.

The Association shall have common authority and responsibility for completed Common Elements and for all other expenses in connection with completed Common Elements.

2.10.2. Completion

All Community Improvements to the Subject Property and all Common Elements shall be completed by the end of the Development Period as such Development Period is defined in Section 1.27 of this Declaration.

2.10.3. Certification of Completion

Any theretofore incomplete portion of the community, improvement to the Subject Property, or Common Element will be deemed to be completed upon the recording of a certificate executed by an independent registered surveyor, architect or professional engineer stating that the portion of the community, improvement to the Subject Property, or Common Element is substantially completed in accordance with the descriptions set forth in this Declaration, the plats and plans, and the public offering statement and so as to permit the use of such portion of the community, improvement to the Subject Property or Common Element for its intended use.

2.10.4. Financial security for completion

2.10.4.1. For the Benefit of the Association

Declarant, by this Declaration, guarantees to the Association that all Community Improvements to the Subject Property and the Common Elements shall be completed. No third-party guarantee, bond, escrow, letter of credit or other mechanism is provided by the Declarant to the Association to assure, for the benefit of the Association, completion of the Community Improvements and the Common Elements. Only the Declarant's own guarantee is provided to the Association to assure completion of the Community Improvements and the Common Elements.

2.10.4.2. For the Benefit of the Township

Declarant has posted, with the Township and/or other governmental entities having jurisdiction, one or more third-party bond(s) and/or letter(s) of credit, in addition to the Declarant's own guarantee of completion, to assure, for the benefit of the Township and/or other governmental entities having jurisdiction, completion of certain improvements to the Subject Property and Common Elements, in accordance with the provisions of the Pennsylvania Municipalities Planning Code (53 P.S. §10101, *et seq.*) There is no time limit of the term of any third-party bond or letter of credit posted with the Township and/or other governmental entities having jurisdiction.

ARTICLE III

PROPERTY RIGHTS, RESPONSIBILITIES AND RESTRAINTS

3.1. Insurance and Liability

Each Owner of a Land Unit shall, at all times, maintain at the owner's sole cost, property insurance in an amount not less than an amount sufficient to replace and rebuild any and all structures on the Unit, and any and all improvements and betterments thereto.

Each Owner of an Interior Space Unit shall, at all times, maintain at the owner's sole cost, property insurance in an amount not less than an amount sufficient to replace and rebuild any and all components of the Unit as the components of Interior Space Units are defined in Section 2.6.2 of this Declaration.

If requested by the Association, an Owner shall provide evidence of such insurance to the Association.

Each Owner shall be liable to the Association for any and all damage to the Association for all damage to any Common Elements resulting from any act, omission, or negligence of the Owner or the Owner's family, guests, employees, agents, lessees or licensees, to the extent not covered by the proceeds of any insurance; provided, however, this provision is by way of supplement to and not in derogation of the assessment and enforcement powers of the Association pursuant to the terms of the Governing Documents.

3.2. Maintenance Obligations of all Unit Owners

Except as set forth in Section 4.3.3 of this Declaration, the maintenance, repair and replacement as and when required of any and all parts of a Unit (including without limitation as such is defined in Section 2.6 of this Declaration), and including without limitation any and all portions of any and all structure(s) located thereon and/or therein, shall be the sole responsibility of the owner or owners of such Unit. Each and every Grantee of an ownership interest of any portion of the Subject Property, by the acceptance of such ownership interest, whether or not it shall be so expressed in the deed conveying an ownership interest, and including without limitation any purchaser at judicial sale or heir or devisee of a deceased Owner, by the acceptance of ownership to a portion of the Subject Property, obligates and binds such Grantee or Owner, and the heirs, successors and assigns of such Grantee or Owner, and such Grantee or Owner is deemed to covenant as a covenant running with the land, that the Grantee or Owner of the Unit will at all times:

- 3.2.1. make adequate provision for the maintenance, repair and replacement of, and maintain, repair or replace as and when required in a manner which complies with all applicable Township, County, State and Federal laws and retains the functional condition thereof, any and all improvements to the Unit (including without limitation structure(s) and all components thereof including attachments thereto such as, but not limited to, decks, patios and stoops, appurtenant structure(s), walkway(s) and other materials placed upon the ground, and landscaping located on a Unit), any Individual Driveway on or appurtenant to the Unit which is not a Limited Common Element and further in such a manner that lack of maintenance, repair or replacement shall not impair the structural integrity of any structure

of which the structure is a part, excepting only the repair and replacement of Limited Controlled Facilities to the extent of the obligation of the Association to maintain, repair and replace in accordance with the terms of Section 4.3.3 of this Declaration; and

- 3.2.2. be solely responsible for the removal of snow and the treatment and/or removal of ice accumulation on any and all walkways, porches, entrance ways, landings and/or stoops, and any Individual Driveway on or appurtenant to the Unit; and
 - 3.2.3. maintain, repair and replace in a manner which preserves, keeps functional, complies with all applicable Township, County, State and Federal laws and retains the functional condition thereof, any and all sidewalks or other pedestrian facilities:
 - 3.2.3.1. located on the Unit; or
 - 3.2.3.2. located between the Street Line (as such term is defined in the Zoning Ordinance of Silver Spring Township, as amended) and the Roadway Cartway (as such term is defined in Section 1.54.2 of this Declaration) between Side Property Line(s) (being each Unit boundary which intersects with the Street Line) in common with adjacent Unit(s) extended to the Cartway, or, if any Side Property Line is not a common Side Property Line of an adjacent Unit, to the mid-point between the Side Property Lines of non-adjacent Units extended to the Roadway Cartway; but
 - 3.2.3.3. excepting therefrom any Association Maintained Pedestrian Facilities;
- the maintenance, repair and replacement of sidewalks or other pedestrian facilities as herein set forth shall include the responsibility the reasonably practicable removal of snow therefrom and the reasonably practicable treatment for ice accumulation thereon; and
- 3.2.4. be solely responsible for the maintenance and replacement of any and all landscaping (such as foundation plantings, flowers, and shrubs) installed on the Unit other than such landscaping installed by the Association or excepting any of such installed as part of the improvement of the Subject Property prior to, or in connection with, the first Certificate of Occupancy issued for occupancy of a structure on the Unit.

3.3. Common Elements

3.3.1. Common Facilities

All of the Subject Property which is neither a part of any Unit, nor Conveyed nor to be Conveyed to a Governmental/Public Service Entity, is a Common Facility.

3.3.2. Disposition of Common Facilities

The Association may not be dissolved nor, except for the dedication of Roadways and/or Storm Water Facilities to Silver Spring Township or other Governmental/Public Service Entity, in whole or in part, dispose of the Common Facilities, nor any portion thereof, by sale or otherwise, except upon Conveyance of the Common Facilities to a Governmental/Public Service Entity or other organization which such other organization has been organized for, or has adopted the purpose of, ownership of the Common Facilities and performance of the duties and obligations of the Association as set forth in the

Governing Documents, subject to the provisions of §5318 of the Act and subject to (a) the provisions of the Zoning Ordinance of Silver Spring Township, as amended, (b) written approval of the Board of Supervisors of Silver Spring Township, and (c) written notice thereof to all Owners.

The Roadways as defined in Section 1.54 of this Declaration are hereby made subject to a continuing and irrevocable offer of dedication, in whole or in part, to Silver Spring Township.

Utility and service conduits, lines and systems not owned by the providers of services or by any other Governmental/Public Service Entity including, but not limited to, those providing water, electric, telephone, gas, television cable, communication or any other such service, may be dedicated or Conveyed, without the requirement of consideration therefor, to any Governmental/Public Service Entity.

3.3.3. Use of General Common Facilities

The General Common Facilities shall remain in perpetuity reserved and restricted to use for Roadways, Storm Water Facilities, as open space, undeveloped land and/or space for recreational facilities and/or recreational uses including but not limited to clubhouse, swimming pool, tennis courts, accessory buildings, driveways and parking areas, accessways, utility and other easements and servitudes and such other uses as are consistent with the Governing Documents. Unless and until any General Common Facilities are used for recreational facilities, Storm Water Facilities, or accessways, such General Common Facilities, whether subject to easement or other servitude or unencumbered, shall be designated as "Undeveloped Common Land". Such Undeveloped Common Land shall be graded and landscaped or shall be left in its natural state where appropriate such as where such Undeveloped Common Land is wetlands or woods, tree stands or other vegetation which serves as a visual barrier, nature preserve or other beneficial function.

3.3.4. Owner's Easement of Enjoyment

Every Owner shall have an unrestricted right of ingress and egress to the Owner's Unit over and on Roadways, Common Driveways and Parking Areas, and all portions of Limited Common Facilities appurtenant to the Owner's Unit and a right and easement of enjoyment in and to the Common Facilities which are not Limited Common Facilities appurtenant to other Units, which shall be appurtenant to and shall pass with the title to and be unseverable from each Unit.

Each Owner's right and easement of enjoyment in and to the Common Facilities is subject to the following provisions:

- 3.3.4.1. The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situate upon the Common Facilities.

3.3.4.2. The right of the Association, upon determination, after notice and opportunity for a hearing, of nonpayment of assessments or violation of Governing Documents by an Owner, to suspend the rights of any Unit Owner to the use and enjoyment of Common Facilities, except each Owner's right and easement of enjoyment in and to the Roadways, Common Driveways and Parking Areas, Storm Water System, and Controlled Facilities located within an Owner's Unit, shall not be suspended at any time.

3.3.5. Delegation by Owner

Every Owner shall have the right to delegate, in accordance with the Governing Documents, his or her right of enjoyment in and use of the Common Facilities to the members of his or her family, guests, tenants, or contract purchasers who reside in the Subject Property.

3.4. Easements Rights and Privileges

The easements, rights and privileges granted by this Declaration shall be for the benefit of the Declarant, the Township, the Association and the Owners from time to time of all or any portion of the Subject Property, and such Owners may grant the benefit of such easements, rights and privileges to such Owner's tenants for the period of such tenancy

Notwithstanding that the easements, rights and privileges granted by this Declaration are not intended to create, and shall not be construed as creating any rights in and for the benefit of the general public, no rights and easements of enjoyment in and to the Common Facilities which are not Limited Common Facilities shall be deemed exclusive to, or exclusively for the benefit of, the Declarant, the Township, the Association and the Owners from time to time of all or any portion of the Subject Property. Nothing herein, however, in this Section 3.4 shall be deemed or interpreted to grant to, or recognize in, any person, other than the Declarant, the Township, the Association and the Owners and/or tenants of Owners from time to time of all or any portion of the Subject Property, the status of licensee or invitee of the Association.

3.5. Waiver, Release and Termination of Roadway Easement Rights

To permit the Declarant to modify the boundaries, locations, and dimensions of Roadways pursuant to the provisions of Section 2.1 of this Declaration, each and every Grantee of an ownership interest of any portion of the Subject Property, by the acceptance of such ownership interest, whether or not it shall be so expressed in the deed conveying an ownership interest, and including without limitation any purchaser at judicial sale or heir or devisee of a deceased Owner, by the acceptance of ownership to a portion of the Subject Property, waives, releases and terminates any and all easement rights in Roadways shown on any recorded plan of development and/or subdivision of all or part of the Subject Property, subject however that any exercise, by Declarant, of the right of Declarant to modify the boundaries, locations, and dimensions of Roadways shall not result in any loss of an unrestricted right of ingress and egress to any Owner's Unit over and on Roadways as set forth in Section 3.3.4 of this Declaration.

3.6. Lease Requirements

Any conveyance of a leasehold estate in a Unit must be in writing (by written lease or written rental agreement) which must provide that the conveyance and tenancy are subject to all of the provisions of the Governing Documents.

3.7. Easements and Licenses

3.7.1. Easement for Snow Removal and Stockpiling

All of the Common Facilities are and shall be subject to a non-exclusive easement and right-of-way in perpetuity upon, over, through and across all of the Common Facilities to, *inter alia*, Silver Spring Township, for the placement and maintenance of snow plowed and/or moved from Cartways, Common Driveways and Parking areas, all other vehicular accesses, and pedestrian walks and trails within the Community.

3.7.2. Storm Water Easements

The Storm Water Easements as defined in Section 1.58.2 of this Declaration are hereby granted to the Association as easements in gross and further hereby made subject to a continuing and irrevocable offer of dedication to Silver Spring Township which such offer may be accepted by a resolution of the Board of Supervisors of Silver Spring Township.

3.7.3. Public Access

Any and all Association Maintained Pedestrian Facilities (Trail) within the Subject Property shall be open and available to the Public subject to the following:

- 3.7.3.1. Such public access is solely a consent to the public to enter and use the Association Maintained Pedestrian Facilities (Trail) within the Subject Property if members of the public so desire and is not an invitation to the public to enter and use the Association Maintained Pedestrian Facilities (Trail) within the Subject Property.
- 3.7.3.2. Such public access is not, in any way, connected, directly or indirectly, with any business dealings of or with the Association.
- 3.7.3.3. To the greatest extent possible, the Association Maintained Pedestrian Facilities (Trail) within the Subject Property are deemed to be an unimproved tract of land, subject to the provisions and protections of the Pennsylvania Recreational Use of Land and Water Act, 68 P.S. § 477-1 et seq. ("RUA"). The public access hereby consented to is granted at the request and requirement of the Township to make land available to the public for recreational purposes and the Township adopts, with the respect to the Association Maintained Pedestrian Facilities (Trail) within the Subject Property, the purpose of the RUA, "to encourage owners of land to make land and water areas available to the public for recreational purposes by limiting their liability toward persons entering thereon for such purposes," 68 P.S. § 477-1.

- 3.7.3.4. Such public access and the improvements thereto shall be available for the use of the public for walking, running, hiking, biking, and similar recreational uses, at, at all times, the user's sole risk. The Association makes no representation or warranty, express or implied, of fitness for purpose.
- 3.7.3.5. Subject as herein set forth, the Association Maintained Pedestrian Facilities (Trail) within the Subject Property shall remain reasonably unobstructed and available for passage by walkers, runners, hikers, bikers, and other users of the Association Maintained Pedestrian Facilities (Trail) within the Subject Property, who may use the sidewalks and pedestrian walking trails within the Subject Property at such user's sole risk. Nothing herein to the contrary notwithstanding, the Association shall not be required to remove, clear, or treat snow, ice, or other natural impediments on and/or from any portion of the Association Maintained Pedestrian Facilities (Trail) within the Subject Property at any time.
- 3.7.3.6. Use of motorized vehicles shall be prohibited on the Association Maintained Pedestrian Facilities (Trail) within the Subject Property, except for maintenance purposes. This paragraph shall not be interpreted as preventing disabled individuals from utilizing motorized wheelchairs or similar personal mobility assistance devices on sidewalks and pedestrian walking trails within the Subject Property.

3.7.4. Easements to which Common Elements are Subject

All of the Common Elements are subject to an easement for the free and uninterrupted right of use, occupancy, entry, ingress, egress and regress upon, over, under, through and across the Common Elements for the installation, placement, maintenance, repair, replacement, modification, construction, reconstruction or removal of Limited Common Facilities set forth in Section 2.8.2.3.1 of this Declaration such as, but not limited to, exterior porches, patios, decks, balconies, doorsteps, stoops or similar extensions of the Unit together with any enclosure or cover thereof including, but not limited to, awnings, trellises, arbors, and/or pergolas and the Common Elements are subject to negative easements and covenants running with the land prohibiting any use of, or conditions to be created or maintained on, the Common Elements interfering with the use and purpose of the easement set forth in this Section 3.7.4.

3.7.5. Easements to which Units are Subject

- 3.7.5.1. Each Unit is subject to an easement and right on, over, under and through the ground thereof for the establishment, correction and/or maintenance of proper drainage of surface water within the Subject Property, which such easement and right shall include, but not be limited to, the right to cut any trees, bushes or shrubbery, grade soil, or to take any other action reasonably necessary for health, safety or to comply with governmental requirements.
- 3.7.5.2. Each Owner shall afford to the Association and to its agents or employees access through the Unit reasonably necessary for the purposes of maintenance, repair and replacement of the Common Elements.

- 3.7.5.3. Each Unit is subject to access easements for the free and uninterrupted right of entry, ingress, egress and regress upon, over, under, through and across the Unit for access for the installation, placement, maintenance, repair, replacement, modification, or any other grading, construction, reconstruction or removal of one or more walls, fences, landscaping, and similar structures and uses and for conduits, lines and systems, being or providing conveyance of utility services, including but not limited to electrical service, together with such service equipment, facilities and components thereof as shall be necessary therefor.
- 3.7.5.4. All Units are subject to all easements delineated, depicted, and identified on Subdivision Plan(s) and on Plat(s) and Plan(s) including without limitation trash collection area easements.
- 3.7.5.5. Each Unit is subject to negative easements and covenants running with the land prohibiting any use of, or conditions to be created or maintained on, the Unit interfering with the use and purpose of the access easements and rights-of-way set forth in this Section 3.7.4.
- 3.7.5.6. Upon any use of the access easements and rights-of-way set forth in this Section 3.7.4 for the purposes of such access easements and rights-of-way, upon the completion of any work performed, including, but not limited to, the construction, repair, rebuilding, relocation, or removing of all, or any portion, of any utility service line installed pursuant to the easements, such user shall, at user's sole cost and expense, restore any part of the Unit disturbed by such work including regrading as necessary to approximately the same grades as existed before the work commenced, and shall plant appropriate vegetative ground cover on all areas of vegetative ground cover disturbed by the work.
- 3.7.5.7. Each Unit within which a Sidewalk Access Easement is located or within which a sidewalk adjacent to a Roadway Right of Way is located is subject to the free and uninterrupted right of entry, ingress, egress and regress upon, through and across the area of the Sidewalk Access Easement subject to all of the provisions of Section 3.7.3 of this Declaration.

3.7.6. Easements for Utilities

There is hereby reserved, and any Governmental/Public Service Entity is hereby granted the right to use, an easement and a right-of-way in perpetuity for free and uninterrupted right of entry, ingress, egress and regress upon, over, under, through and across the all of the Subject Property, for the placing and maintaining of utility service equipment, facilities and components, whether for the purpose of serving the Subject Property or any other property or properties, and for access for the installation, removal, maintenance, repair or replacement of any utility or service conduits, lines and systems, including, but not limited to, those providing water, sanitary sewer, storm water management (including but not limited to storm water treatment, drainage swales, culverts, piping, discharge outlets, basins and similar improvements), electric, telephone, gas, television cable, communication or any other such service, subject to the condition that upon any use of the Easements or Right-of-Way reserved by this Section 3.7.6 for the purposes of such Easements or Right-of-Way, upon the completion of any work performed, including, but not limited to, the construction, repair, rebuilding, relocation, or removing of all, or any

portion, of any of the aforesaid service components pursuant to the Easements hereby granted, the user shall, at user's sole cost and expense, restore any part of the land disturbed by such work to approximately the same condition as existed prior to the commencement of work.

3.7.7. Declarant Easement

For so long as the Declarant or successor to or assign of Declarant is engaged in developing or improving any portion of the Overall Parcel, there is hereby reserved to Declarant, which Declarant may assign to designee(s) of Declarant, an unlimited blanket easement and a right-of-way for free and uninterrupted right of entry, ingress, egress and regress upon, over, under, through and across the entire Overall Parcel for the purpose of Declarant's discharge of all of Declarant's obligations or of Declarant's exercise of the rights of Declarant as set forth in this Declaration, any and all development activities including without limitation erection and maintenance of directional and promotional signs, conduct of sales activities including maintenance of any office or model homes, storage, movement and use of building and construction materials, equipment and personnel, construction and modification of structures and Community Facilities including Storm Water Facilities, vehicle and pedestrian areas and utility services, and grading and regrading, including removal of existing vegetation including trees, all to the extent Declarant shall, in Declarant's sole judgment, deem appropriate or necessary in the development of the Subject Property.

3.7.8. Association Easement

Each Unit is hereby made subject to a the perpetual and nonexclusive right of access to the Association to each Unit, structure, and/or Dwelling (a) to inspect same, (b) to remedy any violations of the provisions of this Declaration, the Bylaws or any Rules and Regulations of the Association, and/or (c) to perform any work required in connection with the maintenance, repairs or replacements of or to the Common Elements or any equipment, facilities or fixtures affecting or serving other Unit(s) or Dwellings or Common Elements; provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Owner; in case of an emergency, such right of entry shall be immediate, whether the Owner is present at the time or not.

3.7.9. Easements, Restrictions, Licenses, and Conditions of Record

Some or all of the Subject Property is subject to recorded easements, restrictions, licenses and conditions. As of the date of this Declaration, the Subject Property is subject to the following easements, restrictions, licenses and conditions as recorded in the Office of the Recorder of Deeds in and for Cumberland County, Pennsylvania:

- 3.7.9.1. The legal operation and effect of the set-back lines, plan notes, easements, conditions and encumbrances as shown on Subdivision Plan recorded in Plan Book 91, Page 16; Plan Book 93, Page 119; Plan in Instrument No. 200827785; Plan in Instrument No. 200931116; Plan in Instrument No. 201016842, Plan in Instrument No. 201106242; and Plan in Instrument No. 201106316, and Plan in Instrument No. 201131793.
- 3.7.9.2. Resolution as set forth in Misc. Book 485, Page 320.
- 3.7.9.3. Road conditions as set forth in Deed Book P-22, Page 951; and an agreement in Deed Book P-22, Page 710.

- 3.7.9.4. Subject to Conveyance of Perpetual Easement and Right of Way and Assignment of Rights, Title and Interest as set forth in Record Book 719, Page 3128.
- 3.7.9.5. Subject to a Memorandum between Township of Silver Spring and Charter Homes At Walden, Inc. formerly known as Charter Homes at Summer Hill, Inc. dated January 24, 2007 and recorded February 7, 2007 in Misc. Book 734, Page 1156.
- 3.7.9.6. Subject to a Easement as set forth in Misc. Book 734, Page 1200.
- 3.7.9.7. Subject to rights granted to Pennsylvania American Water Company as set forth in Misc. Book 735, Page 1453 and Instrument No. 201122384.
- 3.7.9.8. Subject to rights granted to PPL Electric Utilities Corporation as set forth in Misc. Book 735, Page 1472, Instrument No. 200920143, and Instrument No. 201122192.
- 3.7.9.9. Subject to rights granted to Silver Spring Township as set forth in Misc. Book 737, Page 3152.
- 3.7.9.10. Subject to Sanitary Sewer Easement to Silver Spring Township as set forth in Instrument No. 200813750; Instrument No. 200813751; Instrument No. 200813752; Instrument No. 200817816; Instrument No. 200817817; Instrument No. 200925523; Instrument No. 200925524 and Instrument No. 201118270.
- 3.7.9.11. Subject to rights granted to Verizon Pennsylvania, Inc. as set forth in Instrument No. 200734962; Instrument No. 200919872; Instrument No. 200936718; and Instrument No. 201106390
- 3.7.9.12. Subject to Declaration of Covenants, Restrictions, Easements and Establishment of Homeowners Association for Walden in Instrument No. 200732950; Plan in Right-of-Way Instrument No. 200732951; First Amendment in Instrument No. 200940104; Second Amendment in Instrument No. 201126996, Third Amendment in Instrument No. 201207757, Fourth Amendment in Instrument No. 201225501, Fifth Amendment in Instrument No. 201235584, Sixth Amendment in Instrument No. 201308161, Seventh Amendment in Instrument No. 201317362, Eighth Amendment in Instrument No. 201330361, Ninth Amendment as Instrument Number 201333549, Tenth Amendment as Instrument Number 201401758, Eleventh Amendment as Instrument Number 201412157; Twelfth Amendment as Instrument Number 201418159; Thirteenth Amendment as Number 201421373 and as further amended.
- 3.7.9.13. Subject to rights granted to UGI Utilities, Inc. as set forth in Instrument No. 200732092.

3.7.10. Right to Subject Property to Easements

There is hereby explicitly reserved to the Declarant, during and only during the Development Period as such Development Period is defined in Section 1.27 of this Declaration, the unrestricted option to subject the Subject Property to easements or licenses in favor of Governmental/Public Service Entities as are required for the provision of public utilities to and through the Subject Property and/or as are reasonably required for the construction of improvements to the Subject Property in accordance with all laws, ordinances and regulations of all governmental entities having jurisdiction thereof. The grant by the Declarant of such easements and/or licenses shall effect the Association not greater than (a) the effects of the easements and licenses set forth in Article III, Section 3.7.9 of this Declaration together with (b) the effects of development and improvement of the Subject Property in accordance with the Approved Development. Further, the grant by the Declarant of such easements and/or licenses shall not, individually, result in a greater than ten percent (10%) increase or decrease in the annual General Common Expenses Budget of the Association.

3.8. Withdrawable Real Estate

- 3.8.1. There is hereby explicitly reserved to the Declarant, during and only during the period of time commencing on the date of the recording of this Declaration and ending seven (7) years after the date of recording of this Declaration, the unrestricted option to withdraw any or all of the Withdrawable Real Estate from the Community and from the provisions, terms and conditions of this Declaration.
- 3.8.2. No assurance is made regarding: (a) the extent to which any buildings and Units that may be erected upon each portion of the Withdrawable Real Estate which is withdrawn from the Community and from the provisions, terms and conditions of this Declaration will be compatible with the other buildings and Units in the Subject Property in terms of architectural style, quality of construction, principal materials employed in construction and size; (b) any limitations as to the locations of any buildings or other improvements that may be made within Withdrawable Real Estate which is withdrawn from the Community and from the provisions, terms and conditions of this Declaration; (c) any Limited Common Elements created within any Withdrawable Real Estate which is withdrawn from the Community and from the provisions, terms and conditions of this Declaration will be of the same general types and sizes as those within other parts of the Subject Property; (d) the proportion of Limited Common Elements to Units created within Withdrawable Real Estate which is withdrawn from the Community and from the provisions, terms and conditions of this Declaration will be approximately equal to the proportion existing within other parts of the Subject Property; nor (e) any other improvements and Limited Common Elements that may be made or created upon or within each portion of the Withdrawable Real Estate which is withdrawn from the Community and from the provisions, terms and conditions of this Declaration.
- 3.8.3. Portions of Withdrawable Real Estate which are withdrawn from the Community and from the provisions, terms and conditions of this Declaration may be withdrawn at different times and no assurance is made regarding the boundaries of such portions, or the order in which they may be withdrawn. If any such portion of the Withdrawable Real Estate which is withdrawn from the Community and from the provisions, terms and conditions of this Declaration, there is no requirement nor prohibition that any other portion of the Withdrawable Real Estate be withdrawn.
- 3.8.4. If Withdrawable Real Estate is withdrawn from this Declaration and from the provisions, terms and conditions of this Declaration the revisions set forth in Section 4.5.5 of this Declaration would be applicable.
- 3.8.5. Other than as set forth in this Section 3.8, there are no further limitations on the Declarant's options as set forth in this Section 3.8 other than limitations created by or imposed by operation of law.

3.9. Additional Real Estate

3.9.1. There is hereby explicitly reserved to the Declarant, during and only during the period of time commencing on the date of the recording of this Declaration and ending on the later of:

3.9.1.1. August 22, 2017 (being ten years after the recording of this Declaration); or

3.9.1.2. 120 days after municipal approval or denial of each particular Property Phase's final plat which was filed prior to the deadline approved or modified by the municipal governing body pursuant to section 508(4)(v) of the act of July 31, 1968 (P.L. 805, No. 247), known as the Pennsylvania Municipalities Planning Code, or, in the event of an appeal from the municipal approval or denial of such final plat, 120 days after a final judgment on appeal,

the unrestricted option to make subject, or to refrain from making subject, to this Declaration and to the provisions, terms and conditions of this Declaration, some, or all, of the Additional Real Estate and, if making subject to this Declaration, (i) to within such Additional Real Estate designate parts thereof as Units, Common Elements, and Limited Common Elements, and (ii) to designate all, none, or any part of such Additional Real Estate made subject to this Declaration as a Voisinage or as a part of an existing Voisinage

3.9.2. The Additional Real Estate, all, some, or none of which may be made subject to this Declaration and from the provisions, terms and conditions of this Declaration shall be (a) all of the Overall Parcel which shall not theretofore have been made subject to the provisions of this Declaration, and (b) such portions of the Subject Property withdrawn from the Community and from the provisions, terms and conditions of this Declaration in accordance with the provisions of Section 3.8 of this Declaration. Such portions (if any) may be made subject to this Declaration and to the provisions, terms and conditions of this Declaration at different times and no assurance is made regarding the boundaries of such portions, or the order in which they may be made subject to this Declaration and to the provisions, terms and conditions of this Declaration. If any such portion of the Additional Real Estate is made subject to this Declaration and to the provisions, terms and conditions of this Declaration there is no requirement nor prohibition that any other portion of the Additional Real Estate will, may or may not be made subject to this Declaration and to the provisions, terms and conditions of this Declaration.

3.9.3. If some, or all, of the Additional Real Estate is made subject to this Declaration and to the provisions, terms and conditions of this Declaration, the Declarant shall prepare and record an Amendment to this Declaration complying with the provisions of § 5211 of the Act and the Subject Property shall be described and delineated in an Exhibit to such Addendum and such portion shall thereafter be Subject Property.

If within such Additional Real Estate all, or parts thereof, is or are designated as Unit(s), Common Element(s), and/or Limited Common Element(s), the Amendment prepared and recorded pursuant to the provisions of this Section 3.9 shall designate each Unit created by such Amendment as set forth in Section 2.1.2.3 of this Declaration.

Portions of the Additional Real Estate may be made subject to this Declaration and to the provisions, terms and conditions of this Declaration from time to time and no assurance is made regarding the boundaries of such portions, or the order in which they may be made subject to this Declaration and to the provisions, terms and conditions of this Declaration. If any such portion of the Additional Real Estate is made subject to this Declaration and to the provisions, terms and conditions of this Declaration there is no requirement nor prohibition that any other portion of the Additional Real Estate will, may, or may not be made subject to this Declaration and to the provisions, terms and conditions of this Declaration.

- 3.9.4. If Additional Real Estate is made subject to this Declaration and to the provisions, terms and conditions of this Declaration and any Units, Limited Common Elements, and/or Common Elements are created within some, or all of the Additional Real Estate:
 - 3.9.4.1. a maximum of Three Hundred Eighty Five (385) Units may be created within the Additional Real Estate, a maximum of twenty five (25) Units per acre may be created within the Additional Real Estate; and all Units within Additional Real Estate shall be not be restricted exclusively to residential use; and
 - 3.9.4.2. additional Common Facilities including but not limited to a community center including without limitation clubhouse, swimming pool(s), tennis court(s), and other recreational facilities may be constructed on a portion of the Additional Real Estate made subject to this Declaration and to the provisions, terms and conditions of this Declaration; and
 - 3.9.4.3. buildings and Units which may be erected upon each portion of the Additional Real Estate will be generally compatible with (but not necessarily the same as or similar to) the other buildings in the Community of Walden in terms of architectural styles, quality of construction, and principal materials employed in construction, but no assurances are made as to the size of such buildings and Units and no assurances are made as to any other improvements and Limited Common Elements to be made or created in the Additional Real Estate; and
 - 3.9.4.4. all of the use and occupancy restrictions to which the Units are made subject by this Declaration will be made applicable to Units within Additional Real Estate; and
 - 3.9.4.5. no assurances are made that the Common Facilities including but not limited to a community center including without limitation clubhouse, swimming pool(s), tennis court(s), and other recreational facilities which may be constructed on a portion of the Additional Real Estate, and buildings, improvements and Limited Common Elements, including types, sizes and proportion of Limited Common Elements to Units constructed within the Additional Real Estate will be substantially similar to buildings, improvements and Limited Common Elements, including types, sizes and proportion of Limited Common Elements to Units within the Subject Property as shown on the Phase 1 Subdivision Plan.
 - 3.9.4.6. the revisions set forth in Section 4.5.5 of this Declaration would be applicable.
- 3.9.5. There are no limitations on the Declarant's options as set forth in this Section 3.9 other than limitations created by or imposed by operation of law.

ARTICLE IV

WALDEN NEIGHBORHOOD ASSOCIATION

4.1. The Association

The Association is a non-profit, non-stock corporation organized and existing under the laws of the Commonwealth of Pennsylvania and charged with the duties and vested with the powers prescribed by law and set forth in the Governing Documents, as such may be amended from time to time, provided no other Governing Documents other than this Declaration shall for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

4.1.1. Powers and Duties of the Association

The Association shall have all powers necessary to enjoy the rights of the Association and to perform the duties of the Association all as set forth in this Declaration and as set forth in the Act, including, but not limited to, the power, right, and duty to:

- 4.1.1.1. Adopt and amend bylaws and rules and regulations.
- 4.1.1.2. Adopt and amend budgets for revenues, expenditures and reserves and collect assessments for common expenses from Owners.
- 4.1.1.3. Hire and terminate managing agents and other employees, agents and independent contractors.
- 4.1.1.4. Transfer or convey to Silver Spring Township such storm water management and/or access maintenance easement(s) as shall be reasonably required by Silver Spring Township for the purpose of the maintenance, repair and replacement of Storm Water Facilities.
- 4.1.1.5. Transfer or convey to Silver Spring Township such non-exclusive snow placement and/or storage easement(s) as shall be reasonably required by Silver Spring Township for the purpose of the placement and maintenance of snow plowed or moved by or on behalf of the Township.
- 4.1.1.6. Transfer or convey to Silver Spring Township or any governmental entity such Roadways as shall be accepted for dedication by Silver Spring Township or other governmental entity as and for the public use as road rights-of-way.
- 4.1.1.7. Institute, defend or intervene in litigation or administrative proceedings in its own name on behalf of itself or two or more Unit Owners on matters affecting the Community.
- 4.1.1.8. Make contracts and incur liabilities.
- 4.1.1.9. Compensate members of the Neighborhood Appearance Control Board for performing the functions of the Neighborhood Appearance Control Board and pay and/or reimburse all costs of the Neighborhood Appearance Control Board.
- 4.1.1.10. Regulate the use, maintenance, repair, replacement and modification of Common Elements.
- 4.1.1.11. Cause additional improvements to be made as a part of the Common Facilities and, to the extent permitted by this Declaration, the Controlled Facilities subject to the provisions of Section 5.5 of this Declaration.

- 4.1.1.12. Acquire, hold, encumber and convey in its own name any right, title or interest to real or personal property, but Common Facilities may be conveyed or subjected to a security interest only pursuant to the provisions of the Act and to the provisions of the Governing Documents.
- 4.1.1.13. Grant easements, leases, licenses and concessions through or over the Common Facilities and, only to the extent permitted by this Declaration, the Controlled Facilities.
- 4.1.1.14. Impose and receive payments, fees or charges for the use of the Common Facilities.
- 4.1.1.15. Impose charges for late payment of assessments and, after notice and an opportunity to be heard, levy reasonable fines for violations of this Declaration, and the bylaws and rules and regulations of the Association.
- 4.1.1.16. Impose reasonable charges for the preparation and recording of amendments to this Declaration, resale certificates required by section 5407 of the Act (relating to resales of units), and statements of unpaid assessments required by section 5315(h) of the Act.
- 4.1.1.17. Provide for the indemnification of its officers and Executive Board and maintain directors' and officers' liability insurance.
- 4.1.1.18. Exercise any other powers conferred by the Act, this Declaration or the bylaws.
- 4.1.1.19. Exercise all other powers that may be exercised in this Commonwealth by legal entities of the same type as the Association.
- 4.1.1.20. Exercise any other powers necessary and proper for the governance and operation of the Association.
- 4.1.1.21. Assign its right to future income, including the right to receive common expense assessments, without limitation.
- 4.1.1.22. Have current copies of the Declaration, Articles of Incorporation, Bylaws of the Association, Rules and Regulations adopted by the Association, and the books, records, and financial statements of the Association available for inspection by Owners and/or by Institutional Lenders during normal business hours at the office of the managing agent (if hired by the Association pursuant to Section 4.1.1.3 of this Declaration) or, in the absence of a managing agent, upon reasonable notice at the residence of the President of the Association.

4.1.2. Approval Required

Any exercise of a power under the above Sections 4.1.1.11, 4.1.1.12, or 4.1.1.13 which would materially impair quiet enjoyment of a Unit shall require the prior written approval of the Owner of such Unit.

4.2. Additional Powers

Nothing in this Declaration shall prohibit, and the Association may, but shall not be obligated to, unless otherwise set forth in this Declaration, provide any of the services or engage in any the activities set forth in this Section 4.2, subject that the Association shall not provide any service or engage in any activity which shall be prohibited by any governmental entity having jurisdiction and any provision of activity shall, at all times, be in strict accordance with the requirements of all governmental entities having jurisdiction thereof:

- 4.2.1. provide or distribute utility services within the Subject Property or any portion thereof, including but not limited to security, electricity cable television, telephone, or other communication lines, water, sewer, drainage, electricity, or other utility services including but not limited to garbage and trash collection and disposal;
- 4.2.2. in addition to any of the same as are required to be performed by the Association, provide insect and pest control; improvement of vegetation and wildlife conditions; forestry management, pollution and erosion controls;
- 4.2.3. provide transportation; day care and/or child care services; recreation, sports, craft and cultural programs.

The Executive Board may, by majority vote, initiate or terminate any of the above services or activities, which such action shall take effect sixty (60) days after notice to the Members, except in an emergency. As determined by the Executive Board, depending upon the nature of the service or activity, the costs of such additional services or activities may be part of the General Common Expenses of the Association, may be assessed as Special Allocated Expenses, or may be provided on a fee-for-service or other reasonable basis, subject that, if requested by petitions signed by, or on behalf of, not less than ten percent (10%) of the Memberships, a Special Purpose Meeting or Voting shall be held pursuant to Section 4.5.3 of this Declaration, at which the Executive Board's action to initiate or terminate an additional service or activity in accordance with this Section 4.2 may be repealed by majority vote. If repealed, the Executive Board may not reinstitute or terminate the service or activity for three (3) years unless approved by majority vote the Memberships at or by a Special Purpose Meeting or Voting.

4.3. Maintenance Responsibilities of the Association

4.3.1. Association Responsibilities and Authority for Damages or Loss

Subject to the provisions of § 5312 (h) of the Act, in the event of any damage to or loss of Common Facilities, the Association shall cause the Common Facility to be repaired, rebuilt, and/or replaced to substantially the same condition as existed before the damage or loss.

Each and every Grantee of an ownership interest of any portion of the Subject Property, by the acceptance of such ownership interest, whether or not it shall be so expressed in the deed conveying an ownership interest, and including without limitation any purchaser at judicial sale or heir or devisee of a deceased Owner, by the acceptance of ownership to a portion of the Subject Property, obligates and binds such Grantee or Owner, and the heirs, successors and assigns of such Grantee or Owner, and such Grantee or Owner is deemed to covenant as a covenant running with the land, that the Grantee or Owner of the Unit at all times shall, and shall be deemed to, grant an irrevocable Power of attorney, coupled with an interest, to the Association pursuant to which the Association shall be such Owner's attorney-in-fact for, and only for, the purpose of representing the Owner in any proceedings, negotiations, settlements, or agreements relating to:

- 4.3.1.1. claims under any insurance policies maintained by the Association pursuant to the provisions of Section 4.4 of this Declaration, subject to the provisions of § 5312 (h) of the Act;

4.3.1.2. disposition of the Common Facilities pursuant to the provisions of Section 3.3.2 of this Declaration; and

4.3.1.3. with the exception of awards to Owners pursuant to § 5107 of the Act (relating to acquisition of Units or parts of Units by eminent domain), termination of the legal status of the Subject Property as subject to the provisions of the Act, subject to § 5220 of the Act.

4.3.2. Common Elements

Subject to the provisions of Section 4.3.5 of this Declaration (relating to maintenance, repair and replacement of components of Voisinages), the Association shall have the obligation to make adequate provision for the maintenance, repair and replacement of, and to maintain, repair or replace as and when in the sole judgment of the Executive Board required, any and all buildings, structures, facilities, cartways, wetlands, ponds, lawn, trees, shrubs, landscaping, and land and improvements comprising the Common Facilities including without limitation all Limited Common Facilities, as defined in Section 1.15.1 and set forth in Sections 2.8.1 and 2.8.2 of this Declaration in accordance with the provisions of the Zoning Ordinance of Silver Spring Township, as amended which shall include, but shall not be not limited to:

4.3.2.1. Maintenance of Storm Water System

The Association shall have the obligation to make adequate provision for the repair and replacement of, and to repair and replace, as and when in the sole judgment of the Executive Board required, to maintain in a manner which preserves, keeps functional, complies with all applicable Township, County, State and Federal regulations, ordinances and laws (including but not limited to utilization of "best management practices" ("BMP") in accordance with plans therefor approved by all governmental entities having jurisdiction), and retains the functional condition thereof, the Storm Water System including without limitation all Storm Water Facilities including but not limited to all basins, pipes, swales, inlets, outfalls, dissipaters, spreaders, infiltrators, systems and other components and facilities appurtenant thereto as are constructed for the purpose of storm water quality and drainage management.

4.3.2.2. Maintenance of Common Element Cartways, Common Driveways and Parking Areas

Subject to the provisions of Section 4.3.5 of this Declaration (relating to maintenance, repair and replacement of components of Voisinages), the Association shall have the obligation to make adequate provision for the repair and replacement of, and to repair and replace, as and when in the sole judgment of the Executive Board required to maintain in a manner which retains the functional condition thereof, any and all Common Element Cartways and Common Element Common Driveways and Parking Areas (excepting only any of such as are dedicated to and accepted by Silver Spring Township or other Governmental/Public Service Entity) including the reasonably practical removal of snow therefrom and the reasonably practical treatment for ice accumulation thereon.

4.3.2.3. Maintenance of Common Facilities and Improvements Thereto

The Association shall have the obligation to make adequate provision for the maintenance, repair and replacement of, and to maintain, repair or replace as and when in the sole judgment of the Executive Board required, 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 all of the General Common Facilities as defined in this Declaration and all improvements thereto including without limitation any clubhouse, swimming pool, accessory building(s), driveways and parking areas, and any and all lawns, wetlands, ponds, recreational facilities, trails, and any and all buildings or other structures existing or constructed or erected thereon.

The maintenance, repair and replacement of Association Maintained Pedestrian Facilities (Sidewalk) shall include the responsibility for the reasonably practical removal of snow therefrom and the reasonably practical treatment for ice accumulation thereon as limited by the provisions of Section 4.3.4 of this Declaration.

4.3.3. Controlled Facilities

With the exception of Unit Owner responsibilities and the limit of Association responsibilities as set forth in Section 4.3.3.1 of this Declaration, the Association shall have the obligation to make adequate provision for the maintenance, repair and replacement of, and to maintain, repair or replace as and when in the sole judgment of the Executive Board required, 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 all of the Controlled Facilities as defined in Section 1.15.2 and set forth in Sections 2.8.3. and 2.8.4 of this Declaration.

Unless and until Silver Spring Township shall otherwise elect and/or resolve, the Association shall pay all costs to operate and maintain all fire hydrants within the Subject Property in accordance with the rates and requirements of the Governmental/Public Service Entity providing fire hydrant service.

- 4.3.3.1. For all Units on which Attached Dwellings are constructed, the Association shall have the limited responsibility of the reasonably practical removal of snow therefrom and the reasonably practical treatment for ice accumulation thereon of Individual Driveways, sidewalks and other walkways, steps, stoops, patios, porches, and decks which are not located within enclosing fences. With the exception of the foregoing in this Section 4.3.3.1, all other maintenance, repair and replacement of Individual Driveways, sidewalks and other walkways, steps, stoops, patios, porches, and decks located on a Unit on which Attached Dwellings are constructed shall be the sole responsibility of the Owner of such Unit.

4.3.4. Limit of Responsibility for Reasonably Practical Removal of Snow and Reasonably Practical Treatment for Ice Accumulation

Notwithstanding anything in this Declaration to the contrary, the responsibility of the Association for the removal of snow and for treatment for ice accumulation shall be limited to the reasonably practical removal of snow exceeding a nominal amount and the reasonably practical removal or other treatment of ice at reasonably practical intervals during snowfalls and/or freezing conditions. The Executive Board shall have the authority to determine the amount of snow which shall be deemed to be nominal and the intervals for snow and/or ice removal and/or treatment deemed to be reasonably practical.

4.3.5. Maintenance, Repair, and Replacement of Components of Voisinages

Notwithstanding anything in this Declaration to the contrary, the obligations of the Association to maintain the components of any Voisinage including, without limitation, any and all buildings, structures, facilities, cartways, wetlands, ponds, lawn, trees, shrubs, landscaping, and land and improvements comprising the Common Facilities thereof including without limitation all Limited Common Facilities as defined in Section 1.15.1 and set forth in Sections 2.8.1 and 2.8.2 of this Declaration ("Association Voisinage Maintenance Requirements"), may be assumed by the Unit Owner(s) within such Voisinage subject to the following:

4.3.5.1. The Unit Owner(s) holding not less than sixty seven percent (67%) of the aggregate total of Association Interests of the Units within a Voisinage ("Controlling Owner(s)") shall file with the Executive Board a proposed Amendment to this Declaration, executed by all such Controlling Owner(s), and, if filed with the Executive Board during the Development Period, executed by the Declarant, that the Unit Owner(s) within such Voisinage shall be responsible for all of the Association Voisinage Maintenance Requirements.

4.3.5.2. Within thirty (30) days after receipt of the proposed Amendment, the Executive Board shall (i) cause the Amendment, as such Amendment may be revised by the Executive Board to meet the requirements of this Declaration including without limitation the requirements of this Section 4.3.5, to be recorded in accordance with the provisions of Sections 5219(c), 5219(e), and 5302(a)(12) of the Act, and (ii) shall notify all of the Owner(s) of Units within the Voisinage of the date (the "Transfer Date") on which the Unit Owner(s) within such Voisinage shall thereafter be responsible for all of the Association Voisinage Maintenance Requirements. The Transfer Date shall not be later than the end of the then-current fiscal year of the Association. After the Transfer Date, the Association will not be responsible for the Association Voisinage Maintenance Requirements and the costs of such Association Voisinage Maintenance Requirements thereof shall not be assessed against the Units within such Voisinage in accordance with the provisions of Article V of this Declaration.

4.3.5.3. At any time after the Transfer Date established in accordance with the provisions of Section 4.3.5.2 above of this Declaration, the Unit Owner(s) holding not less than sixty seven percent (67%) of the aggregate total of Association Interests of the Units within the Voisinage may file with the Executive Board a proposed Amendment, executed as set forth above in Section 4.3.5.1 of this Declaration, that the Unit Owner(s) within such Voisinage will thereafter no longer be responsible for all of the Association Voisinage Maintenance Requirements, whereupon the Executive Board shall comply with the provisions of Section 4.3.5.2 above of this Declaration, causing such Amendment to be recorded and establishing and notifying the Owner(s) of Units within the Voisinage of the Transfer Date as of which the Association will be responsible for the Association Voisinage Maintenance Requirements. After the Transfer Date established in accordance with the provisions of this Section 4.3.5.3, the Association will be responsible for the Association Voisinage Maintenance Requirements and the costs of such Association Voisinage Maintenance Requirements thereof shall be assessed against the Units within such Voisinage in accordance with the provisions of Article V of this Declaration.

4.3.5.4. If, after the Transfer Date, the Unit Owner(s) within a Voisinage which have agreed by the execution of the Amendment in accordance with the provision of this Section 4.3.5, fail to perform the Association Voisinage Maintenance Requirements in accordance with the requirements of Section 4.3.2 of this Declaration, the Executive Board may serve written notice upon such Unit Owner(s) setting forth the manner in which such Unit Owner(s) have failed to perform the Association Voisinage Maintenance Requirements in accordance with the requirements of Section 4.3.2 of this Declaration and said notice shall include a demand that such deficiencies be corrected within 30 days thereof, and shall state the date and place of a hearing thereon which shall be held within 14 days of the notice. At such hearing the Executive Board may modify the terms of the original notice as to the deficiencies and may give an extension of time within which they shall be corrected.

If the deficiencies set forth in the original notice or in the modifications thereof shall not be corrected within said 30 days or any extension thereof, the Executive Board, in order to meet the Association Obligations, may prepare and record an Amendment to this Declaration establishing a Transfer Date as of which the Association will be responsible for the Association Voisinage Maintenance Requirements and the costs thereof shall be assessed against the Units within such Voisinage in accordance with the provisions of Article V of this Declaration.

4.4. Insurance to be carried by Association

4.4.1. The association shall maintain such insurances as are required by, and such insurance coverage shall be maintained and administered in accordance with, the provisions of § 5312 of the Act and shall include:

4.4.1.1. comprehensive general liability insurance, including medical payments insurance, in an amount determined by the Executive Board but not less than in the amount of \$1,000,000.00 covering all occurrences commonly insured against for death and bodily injury and \$500,000 covering all occurrences commonly insured against for property damage arising out of or in connection with the use, ownership or

maintenance of the Common Elements which such insurance may contain deductible provision(s) in such amount(s) as are determined by the Executive Board ; and

- 4.4.1.2. property insurance on the Common Facilities in such amount that the total amount of insurance after application of any deductibles (which such deductibles shall not be greater than the lesser of \$10,000 or 1% of the policy face amount) shall be not less than 100% of the insurable replacement cost of the Insured Property exclusive of land, excavations, foundations and other items normally excluded from property policies; and
- 4.4.1.2.1. property insurance on structures, if any, containing Interior Space Units shall:
 - 4.4.1.2.1.1. name the Association as the named insured with "loss payable" clause indicating the Association as trustee for each Unit Owner of an Interior Space Unit and the holder of each such Unit's mortgage and, if required by Institutional Lenders, including a standard mortgage clause naming as mortgagee either the Institutional Lender or the Institutional Lender's designee, subject that the insurer shall notify in writing the Association and each first mortgage holder named in the mortgage clause at least ten days before the insurer cancels or substantially changes insurance coverage; and
 - 4.4.1.2.1.2. shall include insurance of fixtures, equipment, and other personal property within Units to the extent such fixtures, equipment and other personal property are subject to the lien of a mortgage lien against the Unit (collectively, the "Insured Property"), with Inflation Guard Endorsement (when reasonably available), Building Ordinance or Law Endorsement providing for contingent liability from the operation of building laws, demolition costs, and increased costs of reconstruction if the enforcement of any building, zoning, or land-use law will result in loss or damage, increased cost of repairs or reconstruction, or additional demolition and removal costs, and an endorsement providing that any Insurance Trust Agreement will be recognized (if reasonably available), the right of subrogation against unit owners will be waived, the insurance will not be prejudiced by any acts or omissions of Unit Owners that are not under the control of the Association, and the policy will be primary, even if a Unit Owner has other insurance that covers the same loss.
- 4.4.1.3. any other insurance deemed appropriate by the Executive Board to protect the Association or the Unit Owners.
- 4.4.1.4. On or before the first day of each fiscal year of the Association, the Executive Board shall determine and adopt a resolution establishing the Initial Property Insurance Premium Expense Assessment for each Interior Space Unit, which such Initial Property Insurance Premium Expense Assessment shall be approximately equal to the cost of property insurance for the structure containing such Interior Space Unit multiplied by the percentage such Interior Space Unit is of the aggregate total of all Interior Space Units within the structure of which the Interior Space Unit is a part. In the event that the Executive Board shall fail to so adopt such resolution, the Initial Property Insurance Premium Expense Assessments shall be unchanged from the last Initial Property Insurance Premium Expense Assessments so adopted.

To provide the funds to the Association to prepay the cost of property insurance for structures containing Interior Space Units (“Affected Units”), which is required to be maintained by the Association in accordance with Section 4.4.1.2 of this Declaration, the person or entity creating any Affected Unit(s) shall deposit with the Association an Initial Property Insurance Premium Expense Assessment in the amount established by the Executive Board in accordance with the provisions set forth in the preceding paragraph of this Section 4.4.1.4 of this Declaration for each Affected Unit created ("Initial Insurance Assessment"). In the event that a structure containing Affected Units is destroyed, and the Owner(s) of the Affected Unit(s) destroyed elect, in accordance with the applicable provisions of the Act, not to rebuild, the Initial Insurance Assessment deposited for each Affected Unit shall be paid by the Association to the then Owner of each Affected Unit. Accordingly, each Unit Owner of an Affected Unit may provide, as a condition of the conveyance of the Affected Unit, that the acquiring Owner reimburse the prior Owner the amount of the Initial Insurance Assessment deposited for such Affected Unit.

4.4.2. Insurance policies maintained by the Association pursuant to this Declaration and the Act must provide that:

4.4.2.1. Each Unit Owner is an insured person under the policy with respect to liability arising out of his, her or its Membership in the association; and

4.4.2.2. The insurer waives its right to subrogation under the policy against any Unit Owner or member of the owner's household; and

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

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

4.5. Membership, Meetings, Votes, and Association Interest of Units Owners and Units

4.5.1. Membership

The conditions of membership in the Association are such that the Members shall be those Owners and only those Owners from time to time of Units in the Subject Property.

Membership in the Association is coextensive with, and indivisible from, ownership of a Unit in the Subject Property. Each and every Owner of a Unit in the Subject Property shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from the ownership of a Unit in the Subject Property.

The Owner, or owners collectively if more than one, of each individual Unit shall constitute one Member of the Association. Each Member shall hold such number of Memberships in the Association as is equal to the number of Unit(s) owned by such Member. The Association shall have such number of Memberships as there are Units in the Subject Property.

4.5.2. Votes

Each Membership shall have one vote in the Association. The total number of votes in the Association shall be equal to the total number of Units within the Subject Property.

4.5.2.1. Classes and Class Voting

The Association shall have the following Membership and Voting Classes:

4.5.2.1.1. Attached Dwelling Solely Residential Dwelling Lot Unit Class

The Attached Dwelling Solely Residential Dwelling Lot Unit Class shall be comprised of and limited to Memberships appurtenant to Solely Residential Dwelling Lot Units on which an Attached Dwelling is or shall be constructed.

4.5.2.1.2. Detached Dwelling Solely Residential Dwelling Lot Unit Class

The Detached Dwelling Solely Residential Dwelling Lot Unit Class shall be comprised of and limited to Memberships appurtenant to Solely Residential Dwelling Lot Units on which a Detached Dwelling is or shall be constructed.

4.5.2.1.3. Mixed Use Dwelling Lot Unit Class

The Mixed Use Dwelling Lot Unit Class shall be comprised of and limited to Memberships appurtenant to Mixed Use Dwelling Lot Units.

4.5.2.1.4. Multiple Residence Land Unit Class

The Multiple Residence Land Unit Class shall be comprised of and limited to Memberships appurtenant to Multiple Residence Land Units.

4.5.2.1.5. Non-Solely-Residence Land Unit Class

The Non-Solely-Residence Land Unit Class shall be comprised of and limited to Memberships appurtenant to Non-Solely-Residence Land Units.

4.5.2.1.6. Tract Unit Class

The Tract Unit Class shall be comprised of and limited to Memberships appurtenant to Tract Units.

4.5.2.1.7. Solely Residential Interior Space Unit Class

The Solely Residential Interior Space Unit Class shall be comprised of and limited to Memberships appurtenant to Solely Residential Interior Space Units.

4.5.2.1.8. Solely Commercial Interior Space Unit Class

The Solely Commercial Interior Space Unit Class shall be comprised of and limited to Memberships appurtenant to Solely Commercial Interior Space Units.

4.5.2.1.9. Mixed Use Interior Space Unit Class

The Mixed Unit Interior Space Unit Class shall be comprised of and limited to Memberships appurtenant to Mixed Use Interior Space Units.

4.5.2.1.10. Voisinage Classes

The Memberships appurtenant to the Units within each Voisinage shall constitute a separate class. Each Voisinage Class shall be comprised of and limited to Memberships appurtenant to Units within the Voisinage of which the Unit is a part.

Each Membership shall be a member of each and every Membership and Voting Class to which such Membership shall be appurtenant. Each Membership may be a member one or more Membership and Voting Classes.

If any issue shall solely affect the Units and/or the Owners of Units, the Memberships of which appurtenant thereto are within a Voting Class, and such issue shall not affect Units and/or the Owners of Units, the Memberships appurtenant thereto of which are not within the Voting Class, such issue shall be decided by vote of only the Memberships of such Voting Class.

If any issue shall, in whole or in part, affect the Units and/or the Owners of Units, the Memberships of which appurtenant thereto are within a Voting Class, such issue shall not be decided unless the vote of only the Memberships of such Voting Class shall concur with and be in agreement with such decision.

The vote of the Membership of the Association shall, unless otherwise set forth in this Declaration, be the vote of a majority of the Members of the Association and the vote of a Voting Class shall, unless otherwise set forth in this Declaration, be the vote of a majority of the Members of the Voting Class.

4.5.2.2. Exercise of Votes

If any Membership is comprised of two or more persons (that is, if any individual Unit is owned by two or more persons), all such persons shall be entitled to the benefits of, and responsible jointly and severally for the obligations of, membership in the Association. The vote for such Membership shall be cast as such owners shall decide amongst themselves and the vote may be exercised by any one of them, unless any objection or protest by any other of them is made prior to the completion of a vote, in which case the vote for such Membership shall be cast in accordance with the majority vote of such owners and if no majority vote of such owners shall be attainable, the vote of such Membership shall be cast as an abstention. In no event, however, shall more than one vote be cast with respect to any Membership.

4.5.2.3. Cumulative Voting

Cumulative voting shall be permitted only for the purpose of electing members of the Executive Board. Cumulative voting shall not be permitted for any other purpose.

4.5.3. Special Purpose Meetings or Written Consent in Lieu

4.5.3.1. Meetings

Written notice of any Special Purpose Meeting called pursuant to a provision of this Declaration shall be sent to all Memberships not less than ten (10) days nor more than sixty (60) days in advance of the meeting, which such notice shall prominently contain a disclosure of the percentage of the votes of each Class affected or to be affected by the subject matter which shall constitute a quorum, and the percentage of the quorum which shall be required for action on the subject matter.

At the first such meeting called, the presence of Memberships or of proxies entitled to cast not less than fifty (50%) percent of the votes of each Class affected or to be affected by the subject matter shall constitute a quorum. If the required quorum is not present, another meeting may be called for a date not later than sixty (60) days following the preceding meeting, subject to the same notice requirement, and the required quorum at such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting.

4.5.3.2. Written Consent in Lieu

Any action which may be taken at any Special Purpose Meeting may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by the number of Memberships that would be necessary to authorize or take such action at a meeting at which all Memberships entitled to vote thereon were present and voted.

4.5.4. Association Interest

The Association Interest allocated to each Unit or Voisinage shall be determined in accordance the following formula:

4.5.4.1. The Association Interest Total is the sum of:

- 4.5.4.1.1. the total number of Residences which may be, pursuant to the Approved Development, or after construction are, constructed in the Subject Property ("RDs"), subject that, on a Solely Residential Dwelling Lot Unit, a residence within a primary Dwelling *together with* any Accessory Building Apartment permitted by Silver Spring Township on such Unit shall be deemed to be one Residence; and

4.5.4.1.2. the total gross floor area square footage of non-residential (including but not limited to commercial and office space) structures on Land Units or space within Interior Space Units which may be, pursuant to the Approved Development, or after construction is, constructed in the Subject Property, divided by 1000, rounded to the next highest whole number ("NRs").

The Residential Interest is a percentage being the RDs divided by the Association Interest Total.

The Non-Residential Interest is a percentage being the NRs divided by the Association Interest Total.

(If the total number of Residences which may be constructed or is actually constructed in the Subject Property pursuant to the Approved Development is 656 and the total gross floor area square footage of non-residential (including but not limited to commercial and office space) structures on Land Units or space within Interior Space Units which may be constructed or is actually constructed in the Subject Property pursuant to the Approved Development is 19,500, the Association Interest Total shall be 676, the Residential Interest shall be 97.04% and the Non-Residential Interest shall be 2.96%.)

4.5.4.2. The Association Interest of each Unit or of each Voisinage is a percentage being the sum of:

4.5.4.2.1. the number of Residences which are deemed to be, pursuant to Sections 2.5 and 2.6 of this Declaration within, or after construction is completed are, within the Unit or within the Voisinage (or portion of the Voisinage net of existing Unit(s)) divided by the total number of Residences which may be, pursuant to the Approved Development, or after construction are, constructed in the Subject Property multiplied by the Residential Interest; and

4.5.4.2.2. the total gross floor area square footage of non-residential (including but not limited to commercial and office space) structures which are deemed to be, pursuant to Sections 2.5 and 2.6 of this Declaration contained in, or after construction is completed are, within the Unit or Voisinage (or portion of the Voisinage net of existing Unit(s)) divided by the total gross floor area square footage of non-residential (including but not limited to commercial and office space) structures which may be, pursuant to the Approved Development, or after construction is, constructed in the Subject Property multiplied by the Non-Residential Interest.

4.5.5. Effects of subdivision of Unit(s), adding Additional Real estate, withdrawing Withdrawable Real Estate, and/or of the improvement of Common Facilities with a Community Center which may include clubhouse, swimming pool, accessory building(s), driveways and parking areas, and other recreational facilities

4.5.5.1. The following is applicable (a) upon the subdivision of a Unit into two or more Units or into a combination of Units and Common Elements in accordance with the provisions of Section 2.1 of this Declaration, (b) upon withdrawing Withdrawable Real Estate from the provisions, terms and conditions of this Declaration in accordance with the provisions of Section 3.8 of this Declaration, and/or (c) upon making Additional Real Estate subject to this Declaration and to the provisions, terms and conditions of this Declaration and creating, with such Additional Real Estate Units, Common Elements, and Limited Common Elements in accordance with the provisions of Section 3.9 of this Declaration.

4.5.5.1.1. Membership and Voting Strength

Because the number of Memberships in the Association is equal to the number of Units within the Subject Property, the number of Memberships in the Association would increase by the number of Units created by the subdivision of Units and/or by the number of Units created within Additional Real Estate and would decrease by the number of Units within Withdrawable Real Estate withdrawn.

If the number of Units increased by the subdivision of Units and/or by the number of Units created within Additional Real Estate, the relative voting strength of each then existing Membership in the Association would be reduced by a percentage equal to the difference between the quotient of one (1) divided by the number of Memberships in the Association prior to the Subdividing of a Unit or of adding Additional Real Estate and the quotient of one (1) divided by the number of Memberships in the Association after Subdividing of a Unit or of adding Additional Real Estate, divided by the quotient of one (1) divided by the number of Memberships in the Association prior to Subdividing of a Unit or adding the Additional Real Estate multiplied by 100.

(By way of example, if the number of Units increased from 128 to 200, the relative voting strength of each Membership existing before the increase would be reduced from .781% to .50%, for a reduction of 36.00% in relative voting strength.)

If the number of Units decreased by the withdrawal of Withdrawable Real Estate, the relative voting strength of each then existing Membership in the Association would be increased by a percentage equal to the difference between the quotient of one (1) divided by the number of Memberships in the Association prior to the withdrawal of a Unit and the quotient of one (1) divided by the number of Memberships in the Association withdrawal of a Unit, divided by the quotient of one (1) divided by the number of Memberships in the Association prior to withdrawal of a Unit multiplied by 100.

(By way of example, if the number of Units decreased from 200 to 128, the relative voting strength of each Membership existing before the decrease would be increased from .50% to .781%, for an increase of 56.25% in relative voting strength.)

4.5.5.1.2.

Association Interest and Liability for General Common Expenses

If the total of the Association Interest increased by subdividing Units and/or created by adding Additional Real Estate and designating parts thereof as Units, Common Elements, and Limited Common Elements, the Association Interest and Liability for General Common Expenses of each then existing Unit would be reduced by a percentage equal to the difference between the quotient of the Association Interest allocated to such Unit divided by the total of the Association Interest in the Association prior to the Subdividing of a Unit or created by adding Additional Real Estate and designating parts thereof as Units, Common Elements, and Limited Common Elements, and the quotient of the Association Interest allocated to such Unit divided by the total of the Association Interest in the Association after the Subdividing of a Unit or created by adding Additional Real Estate and designating parts thereof as Units, Common Elements, and Limited Common Elements, divided by the Association Interest allocated to such Unit divided by the total of the Association Interest in the Association prior to the Subdividing of a Unit or created by adding Additional Real Estate and designating parts thereof as Units, Common Elements, and Limited Common Elements, multiplied by 100.

(By way of example, if the total of the Association Interest is 52 and the Association Interest allocated to a Unit is four (4), the Association Interest allocated to such Unit is 7.692%. If the total of the Association Interest increased from 52 to 64, the Association Interest of such Unit would be reduced from 7.692% to 6.250% for a reduction of 18.75% in Association Interest.)

4.5.5.2.

The following would be applicable if, upon making Additional Real Estate subject to this Declaration and to the provisions, terms and conditions of this Declaration, Common Facilities were created within such Additional Real Estate and such Common Facilities were improved with a Community Center which included a clubhouse, swimming pool, accessory building(s), driveways and parking areas, and other recreational facilities:

4.5.5.2.1.

Membership, Voting Strength, and Association Interest

There would be no change in relative voting strength of each Membership and no change in Association Interest of each Unit.

4.5.5.2.2.

Liability for General Common Expenses

If Additional Real Estate were made subject to this Declaration and to the provisions, terms and conditions of this Declaration which included Common Facilities improved with a Community Center which included a clubhouse, swimming pool, accessory building(s), driveways and parking areas, and other recreational facilities ("collectively, a "Community Commons"), the General Common Expenses of the Association, and the Assessment for General Common Expenses would increase between approximately 30% and 40% if the Subject Property included 626 Residences and 19,500 square feet in the aggregate in structures for commercial office, industrial, educational, and/or storage purposes or any combination thereof and would approximately double if the Subject Property includes 189 Residences and no commercial office, industrial, educational, and/or storage purposes or any combination thereof.

(By way of examples, if the Subject Property included 626 Residences and 19,500 square feet in the aggregate in structures for commercial office, industrial, educational, and/or storage purposes or any combination thereof and the annual assessment against each Unit for such Unit's General Common Expense Liability were \$600.00 (payable \$50.00 per month) without a Community Commons, the annual assessment against each Unit for such Unit's General Common Expense Liability would be approximately \$780.00 to \$840.00 per year (payable \$65.00 to \$70.00 per month) with a Community Commons. If the Subject Property included 189 Residences and no structures for commercial office, industrial, educational, and/or storage purposes or any combination thereof and the annual assessment against each Unit for such Unit's General Common Expense Liability were \$480.00 (payable \$40.00 per month) without a Community Commons, the annual assessment against each Unit for such Unit's General Common Expense Liability would be approximately \$960.00 per year (payable \$80.00 per month) with a Community Commons.)

4.6. Executive Board

The affairs of this Association shall be managed by an Executive Board which shall be comprised of three (3) members during the Declarant Transition Period and shall be comprised of nine (9) members after termination of the Declarant Transition Period if there are any Mixed Use Dwelling Lot Units, Multiple Residence Land Units, or Non-Solely-Residence Land Units and shall be comprised of seven (7) members after termination of the Declarant Transition Period if there are no Mixed Use Dwelling Lot Units, Multiple Residence Land Units, or Non-Solely-Residence Land Units. Except as otherwise set forth in this Section 4.6, all of the members of the Executive Board shall be elected by the Members of the Association as follows:

Two (2) of the members of the Executive Board shall be elected by the Attached Dwelling Solely Residential Dwelling Lot Unit Class. In the event of the termination of membership as part of the Executive Board of any of such members elected by the Attached Dwelling Solely Residential Dwelling Lot Unit Class, the remaining member of the Executive Board elected by the Attached Dwelling Solely Residential Dwelling Lot Unit Class shall appoint a person or persons to replace the terminated member of the Executive Board elected by

the Attached Dwelling Solely Residential Dwelling Lot Unit Class, such appointed member to serve the remaining term of the terminated member.

Two (2) of the members of the Executive Board shall be elected by the Detached Dwelling Solely Residential Dwelling Lot Unit Class. In the event of the termination of membership as part of the Executive Board of any of such members elected by the Detached Dwelling Solely Residential Dwelling Lot Unit Class, the remaining member of the Executive Board elected by the Detached Dwelling Solely Residential Dwelling Lot Unit Class shall appoint a person or persons to replace the terminated member of the Executive Board elected by the Detached Dwelling Solely Residential Dwelling Lot Unit Class, such appointed member to serve the remaining term of the terminated member.

Three (3) of the members of the Executive Board shall be elected by the Owners of Interior Space Units voting as a class. In the event of the termination of membership as part of the Executive Board of any such members elected by the Owners of Interior Space Units voting as a class, the remaining member(s) of the Executive Board elected by the Owners of Interior Space Units voting as a class shall appoint a person or persons to replace the terminated member(s) of the Executive Board elected by the Owners of Interior Space Units voting as a class, such appointed member(s) to serve the remaining term(s) of the terminated member(s).

If there are any Mixed Use Dwelling Lot Units, Multiple Residence Land Units, Non-Solely-Residence Land Units, or Tract Units, two (2) of the members of the Executive Board shall be elected by the Owners of Mixed Use Dwelling Lot Units, Multiple Residence Land Units, Non-Solely-Residence Land Units, and Tract Units voting as a class. In the event of the termination of membership as part of the Executive Board of any such members elected by the Owners of Mixed Use Dwelling Lot Units, Multiple Residence Land Units, Non-Solely-Residence Land Units, and Tract Units voting as a class, the remaining member of the Executive Board elected by the Owners of Mixed Use Dwelling Lot Units, Multiple Residence Land Units, Non-Solely-Residence Land Units, and Tract Units voting as a class shall appoint a person or persons to replace the terminated member of the Executive Board elected by the Owners of Mixed Use Dwelling Lot Units, Multiple Residence Land Units, Non-Solely-Residence Land Units, and Tract Units voting as a class, such appointed member to serve the remaining term of the terminated member.

In the event of the termination of membership as part of the Executive Board of all of the members elected by a Class or elected by Owners voting as a class, persons to replace the terminated members of the Executive Board elected by the Class or the Owners voting as a class shall be elected by the Class or by the Owners voting as a class at a Special Purpose Meeting which shall be called for such purpose and held within thirty (30) days after termination of such membership as part of the Executive Board of all such members elected by the Class or by the Owners voting as a class, and the members so elected shall serve the remaining term of the terminated members.

Except as otherwise set forth in this Section 4.6, the Executive Board shall be constituted and organized, and shall operate, in accordance with the Bylaws of this Association.

4.6.1. Powers and Duties 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 that the Executive Board may act in all instances on behalf of the Association.

If any issue or subject shall solely affect the Units and/or the Owners of Units ("Affected Interests"), the Memberships of which appurtenant thereto are members of a Class, and such issue or subject shall not affect Units and/or the Owners of Units, the Memberships of which appurtenant thereto are not members of such Class, a majority of the members of the Executive Board elected by such Class or by the Owners of Units which are Affected Interests voting as a class shall have the powers to do all things necessary or appropriate to carry out the duties and obligations imposed upon the Executive Board by the Governing Documents or otherwise by law relating solely to such issue or subject.

4.6.2. Right and Limitation of Declarant to appoint Members of the Executive Board

During and only during the Declarant Transition Period as such Declarant Transition Period is defined in Section 1.24 of this Declaration, Declarant shall have the right to appoint and to remove at will, and, in the event of removal, resignation, death, termination, absenteeism or other event resulting in vacancy, to reappoint, at will, replacements for, no fewer than such number of members of the Executive Board as shall comprise a majority of the number of members of the Executive Board. Subject to the right of the Declarant, in Declarant's sole judgment, at will, to remove and replace such Declarant appointed members, with or without cause, the terms of such appointed members of the Executive Board shall be for the period from appointment until the termination of the Declarant Transition Period.

Notwithstanding the right of Declarant to appoint members of the Executive Board pursuant to this Section 4.6.2 of this Declaration:

- 4.6.2.1. not later than sixty (60) days after conveyance by Declarant to persons other than a Declarant or Assignee Declarant(s) of Two Hundred Twenty (220) Units (being 25% of the Units which may be created pursuant to the terms of this Declaration), the greater of one (1) or such number of members of the Executive Board as shall comprise a minimum of 25% of the number of members comprising the whole Executive Board shall be elected by Unit Owners other than the Declarant; and
- 4.6.2.2. not later than sixty (60) days after conveyance by Declarant to persons other than a Declarant or Assignee Declarant(s) of Four Hundred Forty (440) Units (being 50% of the Units which may be created pursuant to the terms of this Declaration Units), the greater of one (1) or such number of members of the Executive Board as shall comprise a minimum of 33% of the number of members comprising the whole Executive Board shall be elected by Unit Owners other than the Declarant.

4.6.3. Indemnification of Officers, Executive Board and Committee Members

The Association shall indemnify every Executive Board member, officer and committee member, his or her heirs, executors and administrators, against all loss, cost and expenses, including attorneys' fees, reasonably incurred by him or her in connection with any action, suit or proceeding to which he or she may be made a party by reason of his or her being, or having been, an Executive Board member, officer or committee member, except as to matters as to which he or she shall be finally adjudged in such action, suit or proceeding, to be liable for gross negligence or wilful misconduct. All liability, loss, damage, cost and expense incurred or suffered by the Association by reason, or arising out of or in connection with, this indemnification provision shall be treated by the Association as General Common Expenses.

ARTICLE V

ASSESSMENTS

5.1. Creation of the Lien and Personal Obligation of Assessments

The Grantee of an ownership interest in a Unit, by the acceptance of such ownership interest, whether or not it shall be so expressed in the deed conveying an ownership interest, and including without limitation any purchaser at judicial sale or heir or devisee of a deceased Owner, by the acceptance of ownership to a Unit obligates and binds such Grantee, and the heirs, successors and assigns of such Grantee, to become a Member of the Association and to be bound by all of its rules and regulations and to be subject to all of the duties and obligations imposed by ownership of, and membership in, said Association and is deemed to covenant and agree to pay to the Association an annual assessment equal to the Common Expense Liability allocated to such Unit, and, subject to the provisions of §5314 of the Act, such assessments shall be established and collected as hereinafter provided.

Subject to the provisions of §5315 of the Act, all assessments, together with, except as set forth in Section 8.2.1 of this Declaration, late fees, interest, costs of collection when delinquent, including reasonable attorney's fees whether or not suit is brought, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with late fees, interest, costs of collection when delinquent, including reasonable attorney's fees whether or not suit is brought, shall also be the personal obligation of each person who was the Owner of such property at the time when the assessment or installment thereof became due. The personal obligation for delinquent assessments shall not pass to successors in title unless expressly assumed by them, but nothing herein contained, except as set forth in Section 8.2.1 of this Declaration, shall be deemed to discharge the lien of the assessment upon the real property, the subject thereof. No Owner may waive or otherwise escape liability for the assessments provided for herein by non use of the Common Facilities nor by abandonment of the Unit owned.

Any amounts received by the Association from the payment of General Common Expenses assessments and in excess of the amount required for actual General Common Expenses and reserves for future General Common Expenses shall be credited to Units in accordance with Section 5313 of the Act, and shall be taken into account when establishing the budget for the next succeeding fiscal year, but need not be refunded or applied (until exhausted) to subsequent assessments.

Any amounts received by the Association from the payment of Special Allocation Expenses assessments in excess of the amount required for actual Special Allocation Expenses and reserves for future Special Allocation Expenses intended to be paid from the Special Allocation Expenses assessments shall be credited to Units in accordance with Section 5313 of the Act, and shall be taken into account when establishing the budget for the next succeeding fiscal year, but need not be refunded or applied (until exhausted) to subsequent assessments.

5.2. Estoppel Certificate

Within ten (10) days of the request therefor, the Executive Board of the Association shall cause to be provided an Estoppel Certificate which shall set forth any assessments and charges, or installments thereof, due upon such Unit as of the date of issuance and shall certify as to whether or not there are violations of the Governing Documents remaining within the Unit known to the Association as of the date of issuance. A reasonable fee may be established from time to time for the cost of preparation of such certificate and shall be paid at the time of request for such certificate. A properly executed certificate of the Association as to the status of assessments or installments thereof on a Unit is binding upon the Association as of the date of its issuance as to any purchaser or mortgagee relying thereon in good faith, but shall not relieve the Owner of personal liability.

5.3. Purpose of Assessments

The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Subject Property and for the operation, improvement and maintenance, repair and replacement of the Common Elements and for the performance of the obligations of the Association. In addition, the assessments may be used for the creation, maintenance and enhancement of reserves, and the maintenance of appropriate policies of insurance, and for the payment of all obligations required of the Association created by its own acts or imposed upon it by law or by the terms of the Governing Documents.

5.4. Annual Assessments

On or before thirty (30) days prior to the end of each Fiscal Year of the Association, the Executive Board shall adopt Annual General Common Expenses and Special Allocation Expenses Budgets in amounts deemed appropriate, in the sole judgment of the Executive Board, for the purposes set forth in the Governing Documents. Notwithstanding the foregoing, the General Common Expenses and Special Allocation Expenses Budgets shall include such amounts as are reasonably necessary to establish and maintain an adequate reserve fund a) for the replacement, when required, of the Common Elements (including without limitation improvements to the Common Elements including Limited Common Elements), and b) to cover insurance deductible amounts pursuant to the provisions of Section 4.4 of this Declaration.

The Executive Board shall, at least thirty (30) days in advance of each annual assessment period, fix:

- 5.4.1. an annual assessment against each Unit for such Unit's General Common Expense Liability in an amount equal to the amount of the annual General Common Expenses Budget multiplied by such Unit's Association Interest; and
- 5.4.2. annual special allocation assessments against each Unit in an amount proportionate to the benefit to such Unit of the Special Allocation Expenses Budgets which Special Allocation Expenses Budgets shall include, but not be limited to:

- 5.4.2.1. costs associated with the maintenance, repair or replacement of any and all Limited Common Facilities which shall be assessed in equal shares against the Units to which such Limited Common Facilities were appurtenant at the time the cost was incurred; and
- 5.4.2.2. costs associated with the maintenance, repair or replacement of any and all Limited Controlled Facilities which shall be assessed in equal shares against the Units to which such Limited Controlled Facilities were appurtenant at the time the cost was incurred; and
- 5.4.2.3. the costs of utility services to Units paid by the Association, if any, which shall be, if separately metered to each Unit, assessed in proportion to usage or, if not separately metered to each Unit, assessed in equal amounts to all Units to which such utility services are provided.

Written notice of the adopted budgets and Annual Assessments against each Unit shall be sent to every Unit Owner subject thereto. Unless objection to any Budget or Annual Assessment is made by the Owners of not less than fifty-one (51%) percent of the Units subject to such Assessments within thirty (30) days after the date of mailing of such notice, the same shall be deemed adopted and shall be binding on all Members of the Association as provided in this Declaration.

In the event that the Executive Board shall fail to fix any annual assessments for any fiscal year, then each assessment established for the prior fiscal year shall be continued until such time as the Executive Board shall act.

5.5. Special Assessments for Capital Improvements

In addition to the annual assessments authorized in the Governing Documents, the Executive Board may levy in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement of a part of the Common Elements including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of Members voting at a Special Purpose Meeting duly called for such purpose in accordance with the provisions of Section 4.5.3 of this Declaration. Any Special Assessment for Capital Improvements shall be assessed against all Units in accordance with the common expense liability allocated to each Unit in the case of General Common Expenses.

5.6. Assessment to repair damage caused by Owner or others for whom Owner is responsible

The Executive Board may levy an assessment against any Unit for the Association's cost of repair, replacement (and expenses relating thereto) of any Common Element damaged as the result of the negligence or intentional conduct of any of such Unit's Owners, residents, tenants, occupants, or guests, employees, agents, or invitee or licensee of any thereof.

5.7. Emergency Assessment

The Executive Board may, by a vote of not less than two-thirds (2/3) of the members of the Executive Board, impose a Special Assessment for any unusual, unanticipated or emergency maintenance, repair or other expense required pursuant to the terms of this Declaration or required pursuant to any law to be paid by the Association (including, after depletion of reserves, any unexpected expenditures not provided by the budget or unanticipated increases in the amounts budgeted). Any Emergency Assessment shall be assessed against all Units in accordance with the common expense liability allocated to each Unit in the case of General Common Expenses.

5.8. Initial Assessment

Each Unit Owner (other than a Declarant) shall, at the time of the first Conveyance of a Unit from a Declarant or Assignee Declarant to such Unit Owner, pay to the Association an initial assessment in the amount of:

- 5.8.1. for each Solely Residential Dwelling Lot Unit or Solely Residential Interior Space Unit, Four Hundred and no/100 Dollars (\$400.00); and/or
- 5.8.2. for all other Units, the aggregate of Four Hundred and no/100 Dollars (\$400.00) multiplied by the number of Residences within the Unit (if any) and 40/100 Dollars (\$.40) multiplied by the total gross floor area square footage of non-residential structure(s) or non-residential area within Structure(s) within the Unit.

The initial assessment shall constitute a non-refundable payment to the Association, to be used by the Association to pay start-up expenses, to prepay certain expenses, such as insurance premiums, and to provide an initial reserve against future expenses and shall not be credited as an advance payment of annual or special assessments.

5.9. Capital Improvement Fee on Resale or Transfer

Subject to the provisions of the Act and specifically subject to the limitations of § 5302(a)(12) of the Act, the Grantee of an ownership interest in a Unit, by the acceptance of such ownership interest, including without limitation any purchaser at judicial sale or heir or devisee of a deceased Owner, by the acceptance of ownership to a Unit obligates and binds such Grantee or Owner, and the heirs, successors and assigns of such Grantee or Owner, to, upon the conveyance of the interest in the Unit, other than the first Conveyance of a Unit from a Declarant or Assignee Declarant, to such Unit Owner, pay a Capital Improvement Fee in an amount as established by the Executive Board from time to time in an amount which shall not exceed the annual assessment against the Unit for such Unit's General Common Expense Liability for the most recently completed fiscal year of the Association.

5.10. Payments of Assessments

The Executive Board may authorize, in its discretion, any assessment to be paid in installments thereof on an annual, quarterly or monthly basis.

The obligation to pay Assessments shall not be subject to deduction or set-off or otherwise be diminished, discharged, suspended or abated because of, (i) any claim which such Owner(s) may have against the Association; (ii) the failure or purported failure of the Association to provide services required of it; (iii) the fact that there is no Dwelling or other structure on such Owner's Unit or that the Dwelling or other structure thereon has been demolished, destroyed or removed, in whole or in part, or is unoccupied or uninhabitable for any reason; or (iv) the default or delinquency of any other Owner(s).

The obligation of an Owner to pay Assessments shall not be affected by leasing of the Unit, or any part thereof, and the Owner shall remain personally liable therefor. If a lease imposes the obligation to pay Assessments or any part thereof on the tenant, the Association shall conclusively be deemed to be a third party beneficiary of such covenant and shall have the right (but not the obligation) to enforce such obligation directly against the tenant.

Each Owner shall reimburse, defend and indemnify the Association upon demand for any losses, expenses, costs, or damages incurred by the Association as a result of any claims, damage to Common Elements, caused by or resulting from any act, omission or negligence of the Owner or the Owner's family, guests, employees, agents, lessees, licensees, contractors or subcontractors. Such damages may be assessed and collected as a Special Assessment against such Owner.

In connection with the collection of delinquent Assessments, the Executive Board shall have the power, in its discretion, to waive the obligation of an Owner to pay Assessments in arrears (in whole or in part) and attendant interest, late charges and costs of collection; and to compromise or settle the Association's claims against an Owner. No indulgence, waiver or compromise in any one instance shall require that the Board grant any similar indulgence, waiver or compromise in any other instance to the same Owner or to any other Owner(s).

5.11. Effect of Non Payment of Assessments: Remedies of the Association

Any assessment or installment thereof not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of fifteen (15%) per cent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien of such assessment or installment thereof against the Unit.

The Grantee of an ownership interest in a Unit, by the acceptance of such ownership interest, whether or not it shall be so expressed in the deed conveying an ownership interest, and including without limitation any purchaser at judicial sale or heir or devisee of a deceased Owner, by the acceptance of ownership to a Unit obligates and binds such Grantee or Owner, and the heirs, successors and assigns of such Grantee or Owner, as a covenant running with the land, that the Grantee or Owner of the Unit will at all times agree to the enforcement of all assessments in the manner specified in this Declaration and in the Act. Each Owner agrees to pay reasonable attorney's fees as established from time to time by the Executive Board and costs incurred in the collection of any assessment against such Owner and/or such Owner's Unit, whether by suit or otherwise, or in enforcing compliance with or specific performance of the terms and conditions of the Governing Documents as against such Owner and/or such Owner's Unit.

Any assessment or installment thereof not paid within fifteen (15) days after the due date shall be delinquent. Thereupon the Association may exercise any one or more of the following remedies, after notice of such delinquency to the Owner, which are all declared to be cumulative and not exclusive. The selection of a single remedy or multiple remedies shall not be deemed an election thereby excluding any other remedies, but the Association may exercise any and all remedies singularly, consecutively, or concurrently: (a) declare the entire balance of such annual or special assessment due and payable in full; and (b) charge a late fee in the amount to be set by the Executive Board; and (c) upon notice to the Owner suspend the right of such Owner to vote and/or to use the Common Elements until the assessment and accrued charges are paid in full; and (d) employ any other remedies available at law or in equity which, without limitations of the foregoing, shall include either of the following procedures:

5.11.1. Enforcement by Suit

The Association may commence and maintain a suit by law against any Owner or Owners for such delinquent assessments as to which they are personally obligated. Any judgment rendered in any such action shall include the amount of the delinquency, together with interest thereon at the rate of fifteen (15%) per cent per annum from the due date, costs of collection, court costs, and reasonable attorney's fees. Suit to recover any money judgment for any unpaid assessments shall be maintainable without foreclosing or waiving the lien hereinafter provided for.

5.11.2. Enforcement by Lien

The Association may foreclose the lien imposed by §5315 of the Act and perfected by the recordation of this Declaration in accordance with, and subject to, the provisions of §5315 of the Act.

5.12. Exempt Property

All property Conveyed to any Governmental/Public Service Entity shall be exempt from assessments pursuant to this Declaration.

5.13. Enforcement by Silver Spring Township and Assessments Therefor

In the event that the Board of Supervisors of Silver Spring Township shall determine that the performance by the Association (or by any successor organization) of Association Obligations, the Board of Supervisors of Silver Spring Township may, but shall not be obligated to, serve written notice upon the Association setting forth the manner in which the performance by the Association (or successor organization) of Association Obligations are inadequate ("Notice of Inadequacy") and said Notice of Inadequacy shall include a demand that such inadequacy be corrected within thirty (30) days thereof.

If the Association does not agree with any determination of inadequacy of the Board of Supervisors of Silver Spring Township or its designated agency, within thirty (30) days of receipt of written Notice of Inadequacy from the Township, the Association may notify the Township that the determination of inadequacy is disputed. If within sixty (60) days of the date of written notice of inadequacy from the Township, the Township and the Association cannot agree on the determination of inadequacy, the Association and the Township shall jointly, by mutual agreement, appoint an independent professional engineer licensed as such in the Commonwealth to review the determination of adequacy of the performance by the Association of the Association Obligations and to determine the changes, if any, that are necessary to adequately perform the Association Obligations. The determination by said professional engineer and the appointment of an engineer if the parties cannot agree on one shall be made in a manner consistent with that set forth with respect to fee reimbursement disputes in the Pennsylvania Municipalities Planning Code (53 P.S. § 10101, *et seq.*) at Sections 510(g)(3) and (4) [53 P.S. 10510(g)(3) and 10510(g)(4)] or any amendment to those statutory provisions. The fee of the appointed professional engineer shall be paid by the Township if the independent engineer determines that performance by the Association of Association Obligations. If the performance by the Association of Association Obligations not adequate in the opinion of the independent professional engineer, the Association shall pay the fee of the appointed professional engineer and shall make all of the changes.

If the Association shall not notify the Township that the determination of inadequacy is disputed or if the determination of the engineer pursuant to the preceding paragraph is that performance by the Association of Association Obligations and if the inadequacy set forth in the original notice or in the modifications thereof shall not be corrected within thirty (30) days of the later of 1) the date of the Notice of Inadequacy or 2) the date of opinion of the independent professional engineer that performance by the Association of Association Obligations are adequate or any extension thereof ("Period to Correct"), in order to preserve the taxable value of the premises, to prevent the Common Elements from becoming a public nuisance, and to reimburse the Township for all costs incurred by Township in Township's exercise of Township's rights as set forth in this Section 5.13, Silver Spring Township may, but shall not be obligated to:

- 5.13.1. make a determination as to the actions to be taken by the Association to correct the failure to perform the Association Obligations, in whole or in part, and order the Association to take such actions; and/or
- 5.13.2. enter upon such portions of the Subject Property as are necessary to perform the Association Obligations, in whole or in part as the Township shall solely determine, and thereafter perform the Association Obligations, in whole or in part as the Township shall solely determine, for such period of time as the Board of Supervisors of Silver Spring Township shall determine. Said performance of the Association Obligations in whole or in part as the Township shall solely determine, by Silver Spring Township shall not constitute a taking of said Common Elements. nor vest in the public any rights to use the same except when the same is voluntarily dedicated to the public by the Association pursuant to the terms of this Declaration and the Act and such dedication is acceptable to Silver Spring Township; and/or
- 5.13.3. order the Association to reimburse the Township for the Township's costs of the hearing and enforcement procedure referred to above, including but not limited to performance of Association Obligations, reasonable attorney, engineering and like fees and costs.

Before the expiration of one year following the Period to Correct, Silver Spring Township shall, upon its initiative or upon the request of the Association or of not less than ten percent (10%) of the Unit Owners in the Subject Property, call a public hearing to be held by the Board of Supervisors of Silver Spring Township or by its designated agency upon notice to the Association, which such hearing shall be held no less than thirty (30) days nor more than sixty (60) days after receipt of the notice and which shall be held on a Monday, Tuesday, Wednesday, or Thursday between the hours of 7:00 PM and 10:00 PM at which hearing the Association or the Owners of Units in the Subject Property shall show cause why such performance of the Association Obligations in whole or in part as the Township shall solely determine, by Silver Spring Township shall not, at the option of the Township, continue. If the Board of Supervisors of Silver Spring Township, or its designated agency, shall determine that the Association is ready and able to perform the Association Obligations, Silver Spring Township shall cease to perform the Association Obligations at the end of said period. If the Board of Supervisors of Silver Spring Township, or its designated agency, shall determine that the Association is not ready and able to perform the Association Obligations, Silver Spring Township may, in its discretion, continue to perform the Association Obligations in whole or in part as the Township shall solely determine for an additional period of time and, subject to a similar hearing and determination, in each time period thereafter.

In the event that the Association shall not comply with an order of Silver Spring Township issued by Silver Spring Township pursuant to the provisions of Section 5.13.1 or Section 5.13.3 of this Declaration, or if Silver Spring Township shall enter upon such portions of the Subject Property as are necessary to perform the Association Obligations in whole or in part as the Township shall solely determine pursuant to the provisions of Section 5.13.2 of this Declaration, the cost of the performance of Association Obligations by the Township, together with all costs of any hearing and enforcement procedure referred to in this Section 5.13, including reasonable attorney, engineering and like fees and costs, shall be assessed ratably, in accordance with tax assessments, against the Units within the Subject Property and shall become a lien on said Units and Silver Spring Township shall file a notice of lien in the Office of the Prothonotary of Cumberland County upon the Units within the Subject Property affected by the lien.

All determinations, decisions and orders of the Board of Supervisors of Silver Spring Township, or its designated agency, pursuant to the rights of the Township set forth in this Declaration including, but not limited to rights set forth in this Section 5.13 ("Township Rulings"), shall constitute a final administrative decision subject to judicial review.

ARTICLE VI

RESTRICTIVE COVENANTS

6.1. Enforcement

The Grantee of an ownership interest in a Unit, by the acceptance of such ownership interest, whether or not it shall be so expressed in the deed conveying an ownership interest, and including without limitation any purchaser at judicial sale or heir or devisee of a deceased Owner, by the acceptance of ownership to a Unit, acknowledges and agrees that any use of the Unit Owner's property in violation of the provisions of this Article VI, including without limitation any Architecturally Controlled Improvement constructed, installed, placed or maintained within said Unit Owner's Unit without approval of the Neighborhood Appearance Control Board as set forth in Section 6.2 of this Declaration, ("Non-conforming Modification"), shall be removed or corrected in its entirety, within Fifteen (15) days of notice to said Unit Owner of such Non-conforming Modification, (which such notice shall be by the mailing thereof by certified mail, return receipt requested to the resident of the Unit, or by hand delivery to an adult resident of said Unit). Such removal shall be at the expense of said Unit Owner, and each and every Grantee of an ownership interest in a Unit, by the acceptance of such ownership interest, whether or not it shall be so expressed in the deed conveying an ownership interest, and including without limitation any purchaser at judicial sale or heir or devisee of a deceased Owner, by the acceptance of ownership to a Unit, hereby grants to the Executive Board an easement, license, and the authority to cause such Non-conforming Modification to be removed at said Unit Owner's expense if not removed within fifteen (15) days after notice as aforesaid. Notwithstanding any provision of this Declaration to the contrary, no summary abatement of any Non-conforming Modification (including without limitation the grant to the Executive Board of an easement, license, and the authority to cause such Non-conforming Modification to be removed at said Unit Owner's expense if not removed within fifteen (15) days after notice) which would result in the alteration or demolition of any item of construction shall commence unless and until judicial proceedings to restrain violation or to recover damages, of violations or attempts to violate any restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of the Governing Documents shall have been instituted.

6.2. Architectural Control and Appearance

6.2.1. Architecturally Controlled Improvements

"Architecturally Controlled Improvement" shall mean and refer to each and every one of the following (excepting any of such of which is prior to, or in connection with, the first Certificate of Occupancy issued for occupancy of a structure on a Unit), subject that inclusion of an item in the following list of items shall not imply that such item is or shall be permitted:

- 6.2.1.1. 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

- 6.2.1.2. any addition to any structure; and
- 6.2.1.3. 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 cover, 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 as 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 enclosing shelter of any manner or kind; and
- 6.2.1.4. any alteration, modification or change in or to any of the exterior components, fixtures, materials, colors, and/or appearance of any building, fence, wall or other structure or any portion thereof (including without limitation, any painting or staining thereof) on a Unit; and
- 6.2.1.5. any addition to and/or demolition or removal of any building, fence, wall or other structure or any portion thereof on a Unit; and
- 6.2.1.6. 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
- 6.2.1.7. 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
- 6.2.1.8. fencing, privacy wall or gate, together with landscaping adjacent or in proximity thereto on a Unit; and
- 6.2.1.9. any flower or vegetable garden maintained on any Unit in excess of three hundred (300) square feet in area; and
- 6.2.1.10. 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
- 6.2.1.11. 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
- 6.2.1.12. 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

Anything in this Declaration to the contrary notwithstanding, except for such improvements or work as are the substantially similar replacement of improvements and/or work previously approved pursuant to the provisions of this Section 6.2 or substantially similar replacement of improvements and/or work done prior to, or in connection with, the first Certificate of Occupancy issued for occupancy of a structure on a Unit, no Architecturally Controlled Improvement shall be permitted to commence or remain unless and until such improvement or work shall have been approved pursuant to the provisions of Section 6.2.4 of this Declaration.

6.2.2. Neighborhood Appearance Control Board

The power of review and approval of any and all Architecturally Controlled Improvements shall be vested solely in a Neighborhood Appearance Control Board which shall be comprised of three members, which such members need not be Unit Owners, tenants of Unit Owners, or residents of the Community of Walden. Notwithstanding that nothing herein shall be deemed to prevent a member of the Executive Board of the Association from serving on the Neighborhood Appearance Control Board if appointed as set forth in this Section 6.2.2, the Neighborhood Appearance Control Board shall be an independent body, authorized to review and approve Architecturally Controlled Improvements as herein set forth.

Except as otherwise set forth in Section 6.2.3 of this Declaration, all of the members of the Neighborhood Appearance Control Board shall be appointed by the Executive Board of the Association as follows:

Each calendar year, the members of the Neighborhood Appearance Control Board shall be appointed for a term of one (1) year or for the remainder of the then current calendar year, whichever be less, and in the event of termination of any member as a member of the Neighborhood Appearance Control Board, the appointment of a successor or replacement member for the remainder of such member's term, shall be by the majority vote of the members of the Executive Board.

6.2.3. Right and Limitation of Declarant to appoint Members of the Neighborhood Appearance Control Board

"Appearance Control Period" shall mean and refer to the time period commencing on the date of this Declaration and continuing until the later to occur of (a) Conveyance of all of the Units in the Subject Property from the Declarant and all Assignee Declarants to grantees thereof, or (b) the date designated, by notice in writing, from the Declarant to the Executive Board of the Association, as the date of termination of the Appearance Control Period.

During and only during the Appearance Control Period, Declarant shall have the right to appoint and to remove at will, and, in the event of removal, resignation, death, termination, absenteeism or other event resulting in vacancy, to reappoint, at will, replacements for, all members of the Neighborhood Appearance Control Board. Subject to the right of the Declarant, in Declarant's sole judgment, at will, to remove and replace Declarant appointed members, with or without cause, the terms of such appointed members of the Neighborhood Appearance Control Board shall be for the period from appointment until the termination of the Appearance Control Period.

6.2.4. Architecturally Controlled Improvements Review and Approval

Any Unit Owner desiring to construct or cause to be constructed, or work to be performed of, an Architecturally Controlled Improvement shall submit to the Neighborhood Appearance Control Board for approval: (1) plans, construction documents and drawings for such improvement or work, which plans, documents and drawings shall clearly show the scope of the work and/or the proposed architectural design, and describe all exterior materials and colors to be used in the construction or implementation of the proposed improvement; and (2) the proposed lines and grades and site plans; and (3) landscape plans (hereinafter collectively referred to as "Proposed Work/Construction Documents").

The Proposed Work/Construction Documents shall be deemed received by the Neighborhood Appearance Control Board when, and only when, the person or entity submitting same shall have received written acknowledgments evidencing the receipt of the Proposed Work/Construction Documents signed by no less than such number of members of the Neighborhood Appearance Control Board as shall constitute a majority thereof.

The Neighborhood Appearance Control Board shall consider the compliance of the proposed work with Section 207, Village Overlay Zone, of the Silver Spring Township Zoning Ordinance, as amended, the suitability of the proposed work and/or improvement, including the extent of the work and, if applicable, the materials and colors to be utilized, the siting and landscaping thereof, if any, the harmony thereof with surroundings, including dwellings and/or other structures within the Subject Property, and the effect on, and view from, roadways, adjacent and neighboring properties. The Neighborhood Appearance Control Board shall, by a vote of the majority thereof, have the right, in its sole discretion, to approve or disapprove any proposed Architecturally Controlled Improvement.

The Neighborhood Appearance Control Board shall render its decision in writing, with regard to the proposed improvements within thirty (30) days after receipt of the Proposed Work/Construction Documents. If additional information regarding the Proposed Work/Construction Documents is required, the aforesaid thirty (30) day period shall be extended for the period of time between the date of such request for additional information and the date such additional information is submitted by the applicant, plus fifteen (15) days. If the Proposed Work/Construction Documents are not approved, the reasons for disapproval shall be set forth in the written decision. If a written decision is not mailed within the aforesaid thirty (30) day period (as the same may be extended as aforesaid), then the Proposed Work/Construction Documents shall be deemed to have been approved as submitted, but no change to the Proposed Work/Construction Documents submitted may be made without submission of such changes for approval in accordance with the procedures set forth herein. The disapproval of Proposed Work/Construction Documents shall be without prejudice to the right of the applicant to resubmit an application for approval in which the reasons for disapproval have been addressed by the applicant. Approval may be granted subject to conditions specified in the written decision granting conditional approval, in which event the Proposed Work/Construction Documents shall be deemed to have been approved subject to the applicant's compliance with such conditions.

All Proposed Work/Construction Documents submitted to the Neighborhood Appearance Control Board for review may be retained by the Neighborhood Appearance Control Board regardless of whether the proposed Architecturally Controlled Improvement has been approved or disapproved

The Neighborhood Appearance Control Board may promulgate rules and regulations establishing procedures to be followed with respect to matters requiring the approval of the Neighborhood Appearance Control Board, and may also adopt a schedule of reasonable fees that may be charged for review of proposals submitted by Owners that are subject to approval pursuant to this Section 6.2.4.

The Neighborhood Appearance Control Board may promulgate regulations and architectural policies setting forth general architectural and aesthetic standards or policies to be met for all or specified types of improvements,

In rendering its decision, the Neighborhood Appearance Control Board shall have the power to interpret this Declaration and the Neighborhood Appearance Control Board's regulations and policies relating to architectural and aesthetic standards and to grant reasonable variances from specific requirements of this Declaration or the rules and regulations if, in the Neighborhood Appearance Control Board's opinion (i) the particular requirement to be varied poses unreasonable hardship on the applicant as a result of the peculiar features of the applicant's Unit or Dwelling or other existing improvements or features on the Unit, (ii) the particular requirement to be varied would not render the proposed improvements aesthetically incompatible or inconsistent with other existing improvements on the applicant's Unit or existing structures on neighboring or nearby Units, or (iii) the particular requirement, as applied to the proposed improvements, is impractical or would increase the cost of the proposed improvement by an unreasonable amount. The granting of such variances shall be within the sole and absolute discretion of the Neighborhood Appearance Control Board, and no variance granted in any one instance shall create any obligation on the Neighborhood Appearance Control Board to grant a variance in any other instance. Such variances may be granted subject to such conditions as the Neighborhood Appearance Control Board may require in its sole discretion.

6.2.5. Liability for Approval or Disapproval

Neither the Association, the Executive Board (or any committee thereof), the Neighborhood Appearance Control Board, nor any officer or agent thereof shall be liable, in damages or otherwise, to anyone in connection with the approval or disapproval of any Proposed Work/Construction Documents or for the consequences of such approval or disapproval. Neither the Association, the Executive Board (or any committee thereof), the Neighborhood Appearance Control Board, nor any officer or agent thereof shall be responsible for determining the safety or structural soundness of any Architecturally Controlled Improvement or its compliance with applicable laws, ordinances, regulations, or building codes. The establishment of a mechanism for the approval of Proposed Work/Construction Documents for Architecturally Controlled Improvements is for the sole purpose of protecting certain aesthetic standards within the Community for the benefit of the Owners and is not intended for the protection of the health or safety of Owners, occupants, or any other person or entity.

6.3. Restrictions Applicable to All Units

Each Unit in the Subject Property is and shall be held, transferred, sold, conveyed and occupied subject to the following conditions, covenants, and restrictions, which shall be covenants running with the land each and all of which is and are for the benefit of the Subject Property and for each Owner of a part thereof:

6.3.1. Repair or Replacement of Damaged Structures

If any structure or other improvement on a Unit is damaged or destroyed by fire or other casualty, the Owner of such Unit shall a) as soon as is practicably possible cause work to commence to secure any damaged structure, protect any damaged structure or other improvement from further damage, and clean all debris on and without the Unit resulting therefrom; and b) within thirty days, cause work to commence and thereafter to be diligently pursued until completion, to rebuild, repair and restore the damaged or destroyed structure and/or improvement(s) to the condition existing immediately prior to such damage or destruction, or to such other condition as is approved as Architecturally Controlled Improvement pursuant to the terms of Section 6.2.4 of this Declaration (collectively, "Casualty Remediation Work"). If, after a casualty, a Unit Owner fails to cause Casualty Remediation Work to be commenced and thereafter pursued diligently until completion as set forth in this Section 6.3.1, such failure shall be deemed a Non-conforming Modification subject to the provisions of Section 6.1 of this Declaration

6.3.2. Nuisances

No nuisance, or noxious, offensive, or dangerous activity or thing shall be created, permitted or conducted on or about any Unit including but not limited to open or smoking fires, unfenced swimming pools, and uncovered refuse.

All garbage, trash, and other refuse shall be placed in tight, enclosed containers which shall be kept out of sight except as such may be placed for collection within 24 hours of refuse and trash collection. No storage, depositing, dumping, burial, burning or abandonment of any solid waste, debris, trash or refuse of any nature shall be permitted on or about the Units or Common Facilities, except trash or debris left at curbside for trash collection purposes. Trash or refuse placed outside for collection shall, to the extent possible, be kept in enclosed containers or approved recycling bins. Such containers shall be removed promptly after the contents thereof have been collected.

6.3.3. Hazardous Activities

No activities shall be conducted anywhere on the Subject Property which are might reasonably be unsafe or hazardous to any person or to property. Without limiting the generality of the foregoing, no firearms shall be discharged on the Subject Property, and no open fires shall be lighted or permitted on the Subject Property except in a contained barbecue unit while attended and in use for cooking purposes or within a safe and well-designed interior fireplace. No hunting of any type shall be permitted on the Subject Property. No person shall permit anything to be done or kept upon the Subject Property which will result in the cancellation of insurance or increase of premiums for any insurance maintained by the Association or other Owner(s).

6.3.4. Temporary Facilities

No temporary structure, trailer, garage, tent or other similar facility shall be used at any time for residential purposes.

Nothing herein shall prohibit the placement on any Land Unit of temporary construction trailers, sheds, portable toilets or similar items during construction, repair of, or addition to, any improvements on such Unit.

6.3.5. Landscaping Maintenance

All landscaping on a Unit shall be established and maintained:

6.3.5.1. free of unsightly weeds and free of dead grasses, shrubs, plantings and trees; and

6.3.5.2. such that there shall be no soil erosion of the landscaped area; and

6.3.5.3. such that grass areas of Land Units shall not have grasses which exceed four inches (4") in height.

All plantings, trees and other landscaping on a Unit which are not Controlled Facilities shall be maintained by the Owner of the Unit in conformance with good nursery and landscape practice and any of such tree or shrub, which dies or is removed for any reason including disease, clearing or felling, shall be replaced by the Unit Owner.

6.3.6. Animals

Pets shall be maintained and controlled at all times so as not to offend or disturb other Unit owners or occupants by noise, elimination, odor, intrusion, destruction of property or otherwise.

Unless approved as Architecturally Controlled Improvements in full and complete accordance and compliance with the provisions of Section 6.2 of this Declaration, no kennel, "dog runs" or "dog houses" including, but not limited to, those constructed of "chain link" or other fencing materials, shall be constructed, placed, or maintained, temporarily or permanently, on any Unit.

6.3.7. Laundry

No poles, wires, ropes, or other fixtures or appliances or portion thereof upon which laundry is hung or exposed shall be erected, placed or maintained upon any Land Unit unless the same shall have been approved as an Architecturally Controlled Improvement pursuant to the terms of Section 6.2 of this Declaration.

6.3.8. Firewood

Wood or any other material which is capable of being used for fuel in a fireplace, stove, or similar heating device shall not be stored on any Unit outside of a structure on said Unit.

6.3.9. Tanks

Tanks for the storage of any liquid or gas (including but not limited to water, gas, oil, or propane) shall not be installed, placed or maintained on any Unit outside of a structure on said Unit and above the surface of the ground of said Unit excepting only fuel tanks which are attached to and are a part of a cooking appliance and while such appliance is in use.

6.3.10. Fences and Hedges

No fence or hedges or mass groupings of shrubs, trees or other plantings which could be a visual barrier comparable to a fence shall be erected, installed, or maintained on any Unit unless and until such fence, hedge, or other plantings, together with the landscaping to be installed adjacent or in proximity thereto, shall have been approved as an Architecturally Controlled Improvement pursuant to the provisions of Section 6.2 of this Declaration.

6.3.11. Surface Water Flow

After the completion of the construction thereon of structures and the establishment of grades for the flow of surface water, the grading of any Unit shall not be changed or modified so as to impede, redirect, accelerate or otherwise change or modify the flow of surface water to, over or from the Unit.

6.3.12. Gardens

Any flower or vegetable garden maintained on any Unit shall be:

- 6.3.12.1. maintained free of unsightly weeds and dead plants and/or crops; and
- 6.3.12.2. maintained such that there shall be no soil erosion of the garden area; and
- 6.3.12.3. unless the same shall have been approved as an Architecturally Controlled Improvement pursuant to the terms of Section 6.2 of this Declaration, not be in excess of three hundred (300) square feet in size.

6.4. Restrictions Applicable to Solely Residential Dwelling Lot Units

Each Solely Residential Dwelling Lot Unit in the Subject Property is and shall be held, transferred, sold, conveyed and occupied subject to the following conditions, covenants, and restrictions, which shall be covenants running with the land each and all of which is and are for the benefit of the Subject Property and for each Owner of a part thereof.

6.4.1. Use Restriction

Unless otherwise hereinafter expressly provided, each Solely Residential Dwelling Lot Unit shall be used solely for residential purposes.

No more than one Dwelling, together with appurtenant structure(s) thereto, including without limitation any Accessory Building Apartment as permitted by Silver Spring Township, shall be constructed, placed or maintained on each Solely Residential Dwelling Lot Unit, and each Residence within the Dwelling shall be occupied by no more than one family as such term is defined in the Zoning Ordinance of Silver Spring Township, Cumberland County, Pennsylvania.

No buildings or other improvements shall be constructed, placed or maintained on any Solely Residential Dwelling Lot Unit as appurtenance(s) such as garages, greenhouses, sheds, and play structures unless approved as Architecturally Controlled Improvements in full and complete accordance and compliance with the provisions of Section 6.2 of this Declaration.

Every appurtenant structure including, but not limited to, garage, shed or other storage facility which is constructed, placed or maintained on a Solely Residential Dwelling Lot Unit shall be used exclusively by the owners or occupants of the Unit on which it is located.

6.4.2. Business Use

No trade, business or profession, except customary home occupations clearly incidental to the residential use of the Solely Residential Dwelling Lot Unit and subject to compliance with and approval of all governmental agencies having jurisdiction thereof, shall be regularly conducted or pursued on any Solely Residential Dwelling Lot Unit or within or without any Structure on any Solely Residential Dwelling Lot Unit.

No vehicle, equipment, or structure shall be placed, maintained, constructed or operated, temporarily or permanently, on any Solely Residential Dwelling Lot Unit for any trade, business, or other commercial purpose.

6.4.3. Animals

Except for animals commonly recognized as domestic house pets, no animals of any kind, whether mammal, bird, reptile or other, shall be at any time kept on any Solely Residential Dwelling Lot Unit.

No animals may be raised or kept on any Solely Residential Dwelling Lot Unit or in any Structure on any Solely Residential Dwelling Lot Unit for commercial breeding or for any other commercial purpose.

6.4.4. Vehicles

No mobile home, bus, house car, motor home, camper, trailer, commercial vehicle, airplane, boat, unlicensed motor vehicle, snowmobile or other specialized recreational vehicle, or any inoperative vehicle shall be placed, used, operated, maintained or stored on any Solely Residential Dwelling Lot Unit.

Nothing herein shall prohibit the storage of any of the aforesaid vehicles provided such storage is completely within a garage.

6.4.5. Signs

No signs, billboards, notices, advertising, displays, or other attention attracting devices shall be erected or maintained on any Solely Residential Dwelling Lot Unit or within any Dwelling if such is viewable from outside the Dwelling excepting:

- 6.4.5.1. signs identifying the address of the Unit to the extent required by governmental entities having jurisdiction thereof;
- 6.4.5.2. small signs not exceeding one (1) square foot in size identifying the occupant, and home occupation, if applicable; and
- 6.4.5.3. temporary real estate signs not exceeding six (6) square feet in size advertising the sale or lease of the property.

6.4.6. Swimming Pools

No swimming pool shall be constructed, placed or maintained upon any Solely Residential Dwelling Lot Unit unless the same shall have been approved as an Architecturally Controlled Improvement pursuant to the terms of Section 6.2 of this Declaration.

6.5. Compliance with Laws

No building, appurtenant structure or other improvement shall be constructed, placed or maintained on any Unit other than is permissible, with, if required, variance sought and granted, except pursuant to all statutes, laws, ordinances, rules and regulations of all governmental entities having jurisdiction thereof.

All construction, and all parts and phases thereof including, but not limited to, electrical work and plumbing, shall be performed in accordance with all applicable building codes and regulations.

Neither the Association, the Executive Board, the Neighborhood Appearance Control Board, nor any member, officer or agent thereof shall be responsible for determining whether or not any Architecturally Controlled Improvement complies with applicable zoning ordinances, land use regulations or building codes. Each Owner shall obtain (at the Owner's expense) all necessary governmental approvals and permits for any proposed improvements and shall provide true and correct copies thereof to the Association before constructing the proposed improvement and, upon issuance thereof, certificates of occupancy. Any improvement or thing permitted by this Declaration or by approval of the Neighborhood Appearance Control Board shall be subject to and limited by applicable laws, ordinances and regulations.

6.6. Handicapped Use

Nothing in the Governing Documents shall be deemed to prohibit the reasonable adaptation of any Unit, Dwelling, Residence, or other structure for handicapped or special use, subject to regulations of the Township.

ARTICLE VII

SPECIAL DECLARANT RIGHTS

7.1. Right to subject Property to Easements

Declarant shall have the full power and authority to exercise Declarant's right to subject the Subject Property to Easements pursuant to the provisions of Section 3.7.10 of this Declaration.

7.2. Exercise of Rights

Declarant shall have the full power and authority to exercise Declarant's right to modify pursuant to the provisions of Section 2.1, Section 3.8, and Section 3.9 of this Declaration.

Declarant shall have the full power and authority to exercise Declarant's right to appoint members of the Executive Board pursuant to the provisions of Section 4.6.2 of this Declaration.

7.3. Right to Use of Easements

Declarant shall not be denied the use of, and Declarant shall have the full, continuous, and uninterrupted right of use of Easements as set forth in this Declaration, including but not limited to such as set forth in Section 3.7.7 of this Declaration.

7.4. Exception for Development and Sales

Notwithstanding anything in this Declaration to the contrary, nothing herein shall prohibit the use of any portion of the Subject Property, including without limitation any Units or any other portion of the Subject Property, for the development, construction, and sales and/or leasing of the Units, or portions thereof, with or without structures therein, and/or the sale of or contracting for construction of structures, including but not limited to, residential dwellings and appurtenant structures.

No prohibition against business use, prohibition against signage, or prohibition against other uses of the Units shall prohibit the seller or lessor of Units or portions thereof and/or structures therein from placing, constructing, installing and maintaining such sales offices, signs, temporary structures and facilities, business activities and similar things and activities within or about Units as such seller shall deem appropriate for the purposes of such sales, construction and related activities.

ARTICLE VIII

SECURED LENDERS

8.1. Rights of Secured Lenders

In order to induce Secured Lenders to make loans secured by liens upon Units or lands within the Community of Walden, subject to the provisions of §5221 of the Act, the Association shall not, without the prior written consent of at least whatever percent of first mortgagees of individual Units as is required by Financing Agencies having jurisdiction thereof and two-thirds (2/3) of Owners other than the Declarant:

- 8.1.1. by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer any of the Common Facilities owned directly or indirectly excepting, however, Conveyances to Governmental/Public Service Entities consistent with common property use are excepted;
- 8.1.2. change the method of determining the obligation, assessments, dues or other charges which may be levied against an Owner;
- 8.1.3. by act or omission, change, waive or abandon regulations or enforcement pertaining to restrictive covenants, the maintenance of the Common Elements, or the upkeep of lawns and plantings;
- 8.1.4. fail to maintain fire and extended coverage on insurable property on a basis as required by Financing Agencies; an
- 8.1.5. use hazard insurance proceeds for losses to Common Elements for other than the repayment for, replacement or reconstruction of such Common Elements.

8.2. Obligations of Association to Secured Lenders

As further inducement to Secured Lenders, subject to the provisions of the Act, the Association shall:

- 8.2.1. not make liable any mortgagee who obtains title to a Unit, pursuant to the remedies provided in the mortgage, for any fees or charges, including but not limited to interest, costs and reasonable attorney's fees, related to the collection of such Unit's unpaid assessments which accrue prior to the acquisition of title to such Unit by the mortgagee;
- 8.2.2. allow mortgagees of Units to, jointly or singly, pay taxes or other charges against the Common Elements and pay overdue premiums on hazard insurance policies, or secure new hazard insurance policies on the lapse of a policy for such Common Elements and mortgagees making such payment shall be owed immediately reimbursement therefor from the Association;

- 8.2.3. give written notification, upon written request, to any first mortgagee, at the address designated in the request, of any default in the performance by any individual Unit mortgagor or such individual Unit mortgagor's obligations pursuant to the terms of the Governing Documents;
- 8.2.4. limit any agreement for professional management or any contract providing for services from or by the Declarant to that required by any federal agencies having jurisdiction thereof and provide for termination in accord with standards of federal agencies. Any management agreement shall remain consistent with the Governing Documents;
- 8.2.5. give written notification, upon written request, to any Secured Lender, at the address designated in the request, of any proposed amendment of this Declaration. Any Secured Lender providing such written request shall thereafter, for the period of time that such Secured Lender shall have and hold a valid first mortgage lien against a Unit, be an Eligible Mortgage Holder;
- 8.2.6. if the Association does not have an audited statement of the Association's finances prepared at the expense of the Association and available within 120 days of the Association's fiscal year-end, permit any Secured Lender to have an audited statement prepared at its own expense;
- 8.2.7. give written notification, upon written request, to any mortgagee, at the address designated in the request, of:
 - 8.2.7.1. any condemnation or casualty loss that affects either a material portion of the project or the unit securing its mortgage;
 - 8.2.7.2. a lapse, cancellation, or material modification of any insurance policy maintained by the owners' association;
 - 8.2.7.3. any proposed action that requires the consent of a specified percentage of eligible mortgage holders.

ARTICLE IX

GENERAL PROVISIONS

9.1. Enforcement

The Association, the Board of Supervisors of Silver Spring Township, the Declarant, or any Owner shall have the right to enforce, by any proceedings at law or in equity, either to restrain violation or to recover damages, all violations or attempts to violate any restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of the Governing Documents.

Failure to enforce any restrictions, covenants or agreements contained in the Governing Documents shall in no event be deemed a waiver of the rights to do so thereafter as to the same breach or as to a breach occurring prior or subsequent thereto.

9.2. Severability

Invalidation of any one of the conditions, covenants or restrictions of this Declaration by judgment or court order shall not affect any other provisions, all of which shall remain in full force and effect.

9.3. Amendment

Subject to the provisions of §5219 of the Act, the conditions, covenants and restrictions of this Declaration shall run with and bind the land in perpetuity and may be changed, altered, modified or extinguished in whole or in part, at any time, by an instrument, in writing, signed by not less than the record owners of sixty seven percent (67%) of the Units within the Subject Property and by not less than Eligible Mortgage Holders (as such term is defined in Section 8.2.5 of this Declaration) that represent at least fifty one percent (51%) of the votes of Units that are subject to mortgages held by Eligible Mortgage Holders, which such Amendment shall be recorded in the office of the Recorder of Deeds, Cumberland County, State of Pennsylvania.

No provisions of this Declaration pursuant to which any special Declarant rights have been reserved to a Declarant shall be amended without the express written joinder of the Declarant in such amendment.

This Declaration contains provisions concerning various rights and interests of Silver Spring Township, Cumberland County, Pennsylvania. Such provisions in this Declaration are to be construed as covenants for the protection of Silver Spring Township. Accordingly, no amendment or modification of this Declaration impairing or affecting such rights, priorities, remedies, or interests of Silver Spring Township shall be adopted without the prior written consent of Silver Spring Township.

9.4. Conflict

In the event of irreconcilable conflict among the Governing Documents, 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:

- 9.4.1. The Act;
- 9.4.2. Subdivision Plans, as the same may be modified, as approved by Silver Spring Township;
- 9.4.3. *Conditional Use Application CU 2005-15* of Silver Spring Township, Cumberland County Pennsylvania dated February 14, 2006 attached hereto as Exhibit "C" as the same may be modified by Silver Spring Township;
- 9.4.4. The Silver Spring Township Zoning Ordinance, as the same may be amended;
- 9.4.5. This Declaration;
- 9.4.6. Articles of Incorporation of the Association;
- 9.4.7. Bylaws of the Association;
- 9.4.8. Book of Resolutions of the Association.

Anything above to the contrary notwithstanding, in all cases the requirements of all regulatory statutes shall control.

9.5. Interpretation

Unless the context otherwise requires the use herein, the singular shall include the plural and vice versa; the use of one gender shall include all genders; and the use of the term "including" shall mean "including without limitation." The headings used herein are for indexing purposes only and shall not be used as a means of interpreting or construing the substantive provisions hereof.

9.6. Provisions not in derogation of Constitutional or Statutory Rights

No term, condition, provision, or grant of right(s) set forth in this Declaration is intended to deny, restrict, inhibit, or infringe, nor shall any term, condition, provision, or grant of right(s) set forth in this Declaration be so interpreted so as to deny, restrict, inhibit, or infringe any right of any Owner which is guaranteed by the Constitution of the United States of America or the Constitution of the Commonwealth of Pennsylvania, as each of them may be amended, or any and all rights of an Owner established by law, statute, rule or regulation of any governmental entity having jurisdiction. Any term, condition, provision, or grant of right(s) set forth in this Declaration which, in any way, denies, restricts, inhibits, or infringes any of such rights of an Owner shall be given no force nor effect.

IN WITNESS WHEREOF, the said Charter Homes at Walden, Inc. a Pennsylvania corporation, has caused its name by Robert P. Bowman, its President to be hereunto set the day and year first above written.

Charter Homes at Walden, Inc.
a Pennsylvania corporation

by _____
Robert P. Bowman, President

BE IT REMEMBERED that on this 22nd day of August, 2007 personally appeared before me, the Subscriber, a Notary Public for the Commonwealth of Pennsylvania, Robert P. Bowman President of Charter Homes at Walden, Inc., a corporation existing under the laws of the Commonwealth of Pennsylvania, party to this Declaration, known to me personally to be such, and acknowledged this Declaration to be his act and deed and the act and deed of said corporation, that the signature of the President thereto is in his own proper handwriting and that his act of sealing, executing and delivering this Declaration was duly authorized by a resolution of the Board of Directors of said corporation.

GIVEN under my hand and seal of office, the day and year aforesaid.

NOTARY PUBLIC
My Commission expires:

EXHIBIT "A"

Description of Subject Parcel

All those two certain parcels of real property being described as follows:

Parcel 1:

BEGINNING at a rail road spike located in the centerline of Woods Drive North 63 degrees 38 minutes 00 seconds East a distance of 33.70 feet to the right-of-way of said Woods Drive; thence along the right-of-way of said Woods Drive North 54 degrees 28 minutes 00 seconds West a distance of 72.17 feet to the point of beginning.

Thence North 54 degrees 28 minutes 00 seconds West a distance of 1,062.98 feet along the right-of way of Woods Drive; thence continuing along Woods Drive by a curve to the left having a bearing of North 56 degrees 06 minutes 43 seconds West a distance of 17.04 feet, an arc length of 17.05 feet, a radius of 149.00 feet; thence through lands now or formerly belonging to Charter Homes the following courses and distances:

1. North 35 degrees 31 minutes 00 seconds East a distance of 123.35 feet;
2. South 54 degrees 29 minutes 00 seconds East a distance of 64.00 feet;
3. Curve to the left, North 80 degrees 31 minutes 00 seconds East a distance of 28.28 feet, an arc length of 31.42 feet, a radius of 20.00 feet;
4. North 35 degrees 31 minutes 00 seconds East a distance of 75.97 feet;
5. North 39 degrees 53 minutes 52 seconds East a distance of 48.14 feet;
6. North 35 degrees 31 minutes 00 seconds East a distance of 50.57 feet;
7. Curve to the left, North 22 degrees 53 minutes 00 seconds East a distance of 178.03 feet, an arc length of 179.48 feet, a radius of 407.00 feet;
8. North 10 degrees 15 minutes 00 seconds East a distance of 307.02 feet;
9. South 79 degrees 45 minutes 00 seconds East a distance of 2.00 feet;
10. North 10 degrees 15 minutes 00 seconds East a distance of 104.00 feet;
11. North 77 degrees 43 minutes 31 seconds West a distance of 11.85 feet;
12. North 11 degrees 45 minutes 00 seconds East a distance of 297.08 feet;
13. Curve to the right, South 71 degrees 02 minutes 25 seconds East a distance of 6.14 feet, an arc length of 6.14 feet, a radius of 88.00 feet;
14. North 10 degrees 15 minutes 00 seconds East a distance of 106.53 feet;
15. North 15 degrees 00 minutes 26 seconds East a distance of 48.17 feet;
16. South 79 degrees 45 minutes 00 seconds East a distance of 14.07 feet;
17. Curve to the right, South 71 degrees 36 minutes 30 seconds East a distance of 91.77 feet, an arc length of 92.08 feet, a radius of 324.00 feet;
18. South 63 degrees 28 minutes 00 seconds East a distance of 20.35 feet;
19. Curve to the left, North 73 degrees 31 minutes 51 seconds East a distance of 13.64 feet, an arc length of 15.01 feet, a radius of 10.00 feet;
20. Curve to the right, North 39 degrees 07 minutes 30 seconds East a distance of 142.90 feet, an arc length of 143.44 feet, a radius of 478.00 feet;

21. Curve to the left, North 04 degrees 43 minutes 09 seconds East a distance of 13.64 feet, an arc length of 15.01 feet, a radius of 10.00 feet;
22. North 51 degrees 43 minutes 00 seconds East a distance of 48.00 feet;
23. North 44 degrees 45 minutes 08 seconds East a distance of 14.10 feet;
24. Curve to the right, North 57 degrees 09 minutes 56 seconds East a distance of 17.12 feet, an arc length of 17.12 feet, a radius of 490.00 feet;
25. North 58 degrees 10 minutes 00 seconds East a distance of 373.40 feet;
26. South 31 degrees 50 minutes 00 seconds East a distance of 217.79 feet;
27. Curve to the right, South 21 degrees 16 minutes 21 seconds East a distance of 381.23 feet, an arc length of 383.39 feet, a radius of 1,040.0 feet;
28. South 74 degrees 21 minutes 00 seconds East a distance of 220.78 feet;
29. North 15 degrees 39 minutes 00 seconds East a distance of 77.04 feet;
30. Curve to the right, North 30 degrees 47 minutes 36 seconds East a distance of 124.35 feet, an arc length of 125.81 feet, a radius of 238.00 feet;
31. North 44 degrees 03 minutes 47 seconds West a distance of 75.13 feet;
32. North 30 degrees 28 minutes 00 seconds West a distance of 87.61 feet;
33. North 59 degrees 32 minutes 00 seconds East a distance of 463.40 feet;
34. South 50 degrees 24 minutes 20 seconds East a distance 84.70 feet;
35. South 05 degrees 24 minutes 20 seconds East a distance of 126.00 feet;
36. Curve to the left, South 72 degrees 03 minutes 50 seconds West a distance of 118.89 feet; an arc length of 119.85 feet, a radius of 274.00 feet;
37. South 59 degrees 32 minutes 00 seconds West a distance of 249.23 feet;
38. Curve to the left, South 37 degrees 35 minutes 30 seconds West a distance of 167.40 feet, an arc length of 171.56 feet, a radius of 224.00 feet;
39. South 15 degrees 39 minutes 00 seconds West a distance 81.04 feet;
40. South 74 degrees 21 minutes 00 seconds East a distance 48.00 feet;
41. Curve to the left, South 29 degrees 21 minutes 00 seconds East a distance of 14.14 feet, an arc length of 15.71 feet, a radius of 10.00 feet;
42. South 74 degrees 21 minutes 00 seconds East a distance of 52.32 feet;
43. South 15 degrees 39 minutes 00 seconds West a distance of 48.00 feet;
44. North 74 degrees 21 minutes 00 seconds West a distance of 1.78 feet;
45. South 15 degrees 39 minutes 00 seconds West a distance of 523.02 feet;
46. North 71 degrees 50 minutes 00 seconds West a distance of 51.81 feet;
47. South 18 degrees 10 minutes 00 seconds West a distance of 48.00 feet;
48. North 71 degrees 50 minutes 00 seconds West a distance of 14.02 feet;
49. South 18 degrees 10 minutes 00 seconds West a distance of 84.00 feet;
50. Curve to left, South 18 degrees 07 minutes 21 seconds East a distance of 23.67 feet, an arc length of 25.33 feet, a radius of 20.00 feet;
51. South 18 degrees 10 minutes 20 seconds West a distance 120.91 feet;
52. South 71 degrees 50 minutes 00 seconds East a distance of 129.85 feet;
53. South 18 degrees 10 minutes 00 seconds West a distance of 172.00 feet;
54. South 71 degrees 50 minutes 00 seconds East a distance of 189.34 feet;
55. South 83 degrees 43 minutes 45 seconds East a distance of 93.93 feet;
56. North 85 degrees 27 minutes 40 seconds East a distance of 80.64 feet;
57. North 74 degrees 39 minutes 00 seconds East a distance of 89.50 feet;
58. North 64 degrees 18 minutes 00 seconds East a distance of 190.72 feet;

59. North 25 degrees 42 minutes 00 seconds West a distance of 4.00 feet;
60. North 64 degrees 18 minutes 00 seconds East a distance of 37.86 feet;
61. South 26 degrees 22 minutes 00 seconds East a distance of 61.94 feet;
62. South 63 degrees 38 minutes 00 seconds West a distance of 1,222.28 feet;
63. North 26 degrees 22 minutes 00 seconds West a distance of 63.67 feet;
64. South 63 degrees 38 minutes 00 seconds West a distance of 134.00 feet to the point of BEGINNING.

Containing 52.20 Ac.

EXCEPTING THEREOUT AND THEREFROM all that certain parcel of real property described as follows:

BEGINING at an iron pin located on the right-of-way at the intersection of Walden Way and Ellington Road. Thence, N 10 degrees 15 minutes 00 seconds E for a distance of 424.26 feet to the beginning of a non-tangential curve, Said curve turning to the right through an angle of 90 degrees 00 minutes 00 seconds, having a radius of 10.00 feet, and whose long chord bears N 55 degrees 14 minutes 60 seconds E for a distance of 14.14 feet to a point of intersection with a non-tangential line. Thence, S 79 degrees 44 minutes 60 seconds E for a distance of 260.00 feet to a point on a line. Thence, N 10 degrees 14 minutes 60 seconds E for a distance of 224.76 feet to the beginning of a non-tangential curve, Said curve turning to the right through an angle of 47 degrees 54 minutes 60 seconds, having a radius of 152.00 feet, and whose long chord bears N 34 degrees 12 minutes 30 seconds E for a distance of 123.45 feet to a point of intersection with a non-tangential line. Thence, N 58 degrees 09 minutes 60 seconds E for a distance of 177.89 feet to the beginning of a non-tangential curve, Said curve turning to the right through an angle of 04 degrees 46 minutes 09 seconds, having a radius of 853.00 feet, and whose long chord bears S 21 degrees 20 minutes 50 seconds E for a distance of 70.98 feet to a point of intersection with a non-tangential line. Thence, S 71 degrees 02 minutes 15 seconds W for a distance of 101.00 feet to the beginning of a non-tangential curve, Said curve turning to the right through an angle of 37 degrees 07 minutes 45 seconds, having a radius of 752.00 feet, and whose long chord bears S 00 degrees 23 minutes 52 seconds E for a distance of 478.83 feet to a point of intersection with a non-tangential line. Thence, S 18 degrees 10 minutes 00 seconds W for a distance of 56.21 feet to a point on a line. Thence, S 71 degrees 49 minutes 60 econds E for a distance of 220.00 feet to a point on a line. Thence, S 18 degrees 09 minutes 60 seconds W for a distance of 41.48 feet to the beginning of a curve, Said curve turning to the left through an angle of 24 degrees 09 minutes 24 seconds, having a radius of 178.00 feet, and whose long chord bears S 06 degrees 05 minutes 18 seconds W for a distance of 74.49 feet to a point of intersection with a non-tangential line. Thence, S 05 degrees 59 minutes 24 seconds E for a distance of 235.87 feet to the beginning of a non-tangential curve, Said curve turning to the right through an angle of 41degrees 30minutes 24seconds, having a radius of 122.00 feet, and whose long chord bears S 14 degrees 45 minutes 48 seconds W for a distance of 86.46 feet to a point of intersection with a non-tangential line. Thence, S 35 degrees 30 minutes 60 seconds W for a distance of 31.98 feet to the beginning of a non-tangential curve, Said curve turning to the right through an angle of 94 degrees 18 minutes 00 seconds, having a radius of 10.00 feet, and whose long chord bears S 82 degrees 39 minutes 60 seconds W for a distance of 14.66 feet to a point of intersection with a non-tangential line. Thence, N 50 degrees 10 minutes 60 seconds W for a distance of 169.77 feet

to the beginning of a curve, Said curve turning to the left through an angle of 15 degrees 31 minutes 00 seconds, having a radius of 324.00 feet, and whose long chord bears N 57 degrees 56 minutes 30 seconds W for a distance of 87.48 feet to a point of intersection with a non-tangential line. Thence, N 65 degrees 42 minutes 00 seconds W for a distance of 431.12 feet to the beginning of a curve, Said curve turning to the left through an angle of 13 degrees 08 minutes 60 seconds, having a radius of 174.00 feet, and whose long chord bears N 72 degrees 16 minutes 30 seconds W for a distance of 39.85 feet to a point of intersection with a non-tangential line. Thence, N 78 degrees 50 minutes 60 seconds W for a distance of 34.60 feet to the beginning of a non-tangential curve, Said curve turning to the right through 89 degrees 05 minutes 60 seconds, having a radius of 10.00 feet, and whose long chord bears N 34 degrees 17 minutes 60 seconds W for a distance of 14.03 feet to the POINT OF BEGINNING.

Containing 9.46 acres

Parcel 2

BEGINNING at a rail road spike located in the centerline of Woods Drive North 63 degrees 38 minutes 00 seconds East a distance of 1,729.43 feet along lands now or formerly belonging to Adele K. Ritter to the point of beginning of OS-4C Common Land; thence North 25 degrees 42 minutes 00 seconds West a distance of 177.59 feet; thence North 64 degrees 18 minutes 00 seconds West a distance of 214.03 feet; thence by a curve to the left North 30 degrees 05 minutes 20 seconds East a distance of 294.62 feet, an arc length of 312.88 feet, a radius of 262.00 feet; thence North 85 degrees 52 minutes 40 seconds East a distance of 134.04 feet; thence along lands now or formerly belonging to Skipjack, Pennsylvania, LLC South 04 degrees 42 minutes 44 seconds West a distance of 335.27 feet; thence along lands nor or formerly belonging to Adele K. Ritter South 63 degrees 38 minutes 00 seconds West a distance of 412.63 feet to the point of BEGINNING.

Containing 2.43 Ac.

EXHIBIT "B"

Description of Overall Parcel

BEGINNING at a rail road spike located in the centerline of Woods Drive North 63 degrees 38 minutes 00 seconds East a distance of 33.70 feet to the right-of-way of said Woods Drive; thence along the right-of-way of said Woods Drive North 54 degrees 28 minutes 00 seconds West a distance of 72.17 feet to the point of beginning.

Thence North 54 degrees 28 minutes 00 seconds West a distance of 1,062.98 feet along the right-of way of Woods Drive; thence continuing along Woods Drive by a curve to the left having a bearing of North 74 degrees 37 minutes 18 seconds West a distance of 110.61 feet, said curving having an arc length of 113.32 feet, a radius of 149.00 feet; thence along lands now or formerly belonging to Franklin E. and June E. Kauffman North 40 degrees 56 minutes 00 seconds West a distance of 276.98 feet; thence North 42 degrees 00 minutes 00 seconds East a distance of 26.40 feet; thence along lands now or formerly belonging to Gary E. Potteiger, Cindy Putt, Jae E., James N, and Sue A. Harley North 42 degrees 44 minutes 00 seconds West a distance of 544.46 feet; thence North 28 degrees 35 minutes 00 seconds West a distance of 246.51 feet; thence South 64 degrees 25 minutes 00 seconds West a distance of 232.60 feet; thence along lands now or formerly belonging to UD Properties North 02 degrees 26 minutes 00 seconds West a distance of 722.50 feet; thence North 64 degrees 39 minutes 00 seconds East a distance of 1,368.45 feet; thence along lands now or formerly belonging to silver Spring Township the following courses and distances:

1. South 25 degrees 21 minutes 00 seconds East a distance of 139.19 feet;
2. South 34 degrees 36 minutes 00 seconds East a distance of 315.35 feet;
3. Curve to the left, South 36 degrees 26 minutes 30 seconds East a distance of 61.83 feet, having an arc length of 61.84 feet, a radius of 962.00 feet;
4. South 38 degrees 17 minutes 00 seconds East a distance of 370.84 feet;
5. Curve to the right, North 57 degrees 09 minutes 56 seconds East a distance of 17.12 feet, having an arc length of 17.12 feet, a radius of 490.00 feet;
6. North 58 degrees 10 minutes 00 seconds East a distance of 373.40 feet;
7. South 31 degrees 50 minutes 00 seconds East a distance of 217.79 feet;
8. Curve to the right, South 21 degrees 16 minutes 21 seconds East a distance of 381.23 feet, an arc length of 383.39 feet, a radius of 1,040.00 feet;
9. South 74 degrees 21 minutes 00 seconds East a distance of 220.78 feet;
10. North 15 degrees 39 minutes 00 seconds East a distance of 77.04 feet;
11. Curve to the right, North 30 degrees 47 minutes 36 seconds East a distance of 124.35 feet, an arc length of 125.81 feet, a radius of 238.00 feet;
12. North 44 degrees 03 minutes 47 seconds West a distance of 75.13 feet;
13. North 30 degrees 28 minutes 00 seconds West a distance of 87.61 feet;
14. North 59 degrees 32 minutes 00 seconds East a distance of 463.40 feet;
15. South 50 degrees 24 minutes 20 seconds East a distance of 84.70 feet;
16. North 49 degrees 44 minutes 00 seconds East a distance of 193.45 feet;

Thence along lands now or formerly belonging to Skipjack Pennsylvania, LLC South 40 degrees 16 minutes 00 seconds East a distance of 1,098.55 feet; thence South 04 degrees 42

minutes 44 seconds West a distance of 465.30 feet; thence along lands now or formerly belonging to Adele K. Ritter South 63 degrees 38 minutes 00 seconds West a distance of 2,008.36 feet; thence North 26 degrees 22 minutes 00 seconds West a distance of 63.67 feet; thence South 63 degrees 38 minutes 00 seconds West a distance of 134.00 feet to the point of BEGINNING.

Containing 135.99 Ac.

EXHIBIT "C"

Copy of *Conditional Use Application CU 2005-15*
of Silver Spring Township, Cumberland County Pennsylvania
dated February 14, 2006



SILVER SPRING TOWNSHIP

February 14, 2006

Charter Homes Building Company
114 Foxshire Drive
Lancaster, PA 17601

RE: Charter Homes Building Company (Summer Hill)
Conditional Use Application CU2005-15

Dear Gentlemen:

The Silver Spring Township Board of Supervisors at its meeting held February 8, 2006 approved the above noted conditional use subject to the following conditions:

1. ZO:207.10.3 Vehicular Access and Parking Requirements for Residences
In order to allow partial relief for seventy-six (76) residential lots to not have alley areas of joint use driveways, the applicant shall provide additional landscape buffers visible from the municipal park to minimize the visual impacts of the adjacent alleys.
2. ZO:207.9.6 Architectural Considerations
Approved materials shall include brick, stone, and stucco. Another approved material that may be used for siding is cementitious wood siding.
3. ZO:207.9.10 Architectural Considerations
Asphalt shall be a permitted material for driveways that are accessed from an alley so long as a minimum border or detail within the asphalt of the driveway is brick, cobblestone, granite block or other decorative pavers. All residential driveways that do not connect to an alley may be asphalt, provided that, at a minimum, 25% of the driveway is brick or other non-asphalt accents and, for corner lots, vista terminations and other prominent locations in the proposed development, at least one-half of the area of such driveways shall be constructed with brick pavers, cobblestone, granite blocks or other materials approved by Silver Spring Township.

4. **ZO:207.14.5 Public Utility and Service Requirements**
The applicant shall construct a bus stop on Summer Hills property adjacent to Woods Drive. In the alternative, if the civic building is accessible to the school bus route, it may be designed to provide a school bus shelter component.
5. The developer shall provide for at least thirty-three (33) acres of park land to be owned by Silver Spring Township, which park land shall adjoin Paul Walters Memorial Park and shall include some or all of the park land that was dedicated to the Township by 171 Associates. The precise configuration and acreage of such park land shall be determined as part of approval of a final land development plan for the proposed development.
6. In lieu of paying any additional recreation fee for the proposed development, Applicant shall construct a mixed use concession facility with restrooms and public utilities, to include rough grading for sports fields on the park land approved by Silver Spring Township. Such improvements shall be limited to a maximum of \$400,000 (inclusive of the \$52,000 in rough grading for which Applicant already provided a bond to the Township). Such recreational improvements shall be constructed with the first phase of the proposed development.
7. Applicant shall employ and pay all associated costs to design layout of a mixed use concession facility with restrooms, to design the master plan for the new park lands and its connection to the existing Paul Walters Park, and to provide a grading plan that can be used by the contractor to rough grade the site. Selection of the designer of choice is subject to Township approval.
8. Any walking trails on the subject property shall be open to the public and maintained by the Home Owners Association (HOA). The material of the trails and the width of the trails shall conform with those originally approved for Tyson Commons.
9. Applicant shall stripe a bicycle path along Woods Drive (along the entire frontage of the subject property) and provide for a bicycle/pedestrian access into the park from the Summer Hill development.
10. All utilities in the proposed development shall be underground. Applicant shall bring public water and sewer to the site and provide a stub for each utility line along reconfigured park land boundary.
11. Applicant shall assume the obligations of the 171 Associates, Intersection Improvement Agreement, dated November 19, 2003.

12. In connection with the first phase of the proposed development, Applicant shall widen and improve both sides of Woods Drive along its property to a cartway of 14 feet per side from center line and a 6 foot shoulder as contemplated under the approved land development plan for Tyson Commons, right-of-way permitting.
13. In connection with construction of the first phase of the proposed development, Applicant shall obtain approvals for and construct improvements to the two bridges on Woods Drive in accordance with plans approved by Silver Spring Township's Engineer. Such bridge improvements shall provide for a striped bicycle path on one side of each bridge. Prior to recording a land development plan for the proposed development, Applicant shall post a bond for the costs of constructing such bridge improvements. The bridge improvements shall be completed no later than the issuance of the 50th certificate of occupancy permit.
14. Developer shall investigate and pursue a limited emergency access easement to adjoin the adjacent lands formerly owned by PHICO, and to subject property from abutting township property or from Maple Drive, as directed by Silver Spring Township.
15. Developer shall provide a limited emergency access easement to the subject property from the adjoining property of Silver Spring Township or from Maple Drive, as directed by Silver Spring Township.
16. All commercial and apartment uses contemplated in the proposed development shall be reconfigured and redesigned (including architectural redesign) to the satisfaction of Silver Spring Township. As a guide in this matter, each use shall incorporate an architectural flavor and scale that is appropriate to a residential, quaint village atmosphere. Further, applicant shall eliminate apartment only building and utilize smaller shops with townhouse style apartments above by redesigning front entrance portion without increasing density.
17. Applicant shall use Belgian block curbing for all streets in the proposed development, excluding alleys. In addition, crosswalks within the proposed development shall be constructed with brick pavers, cobblestone, granite blocks or other materials approved by Silver Spring Township.
18. Applicant shall submit all HOA documents to the Township Solicitor for review.
19. All Summer Hill roadways on the site shall be built to specifications, but shall remain private and maintained by the HOA.

20. Storz couplings shall be provided for all fire hydrants. Hydrant locations shall be approved by the Township Emergency Management Council.
21. Thirty (30) single-family home sites are permitted to have a minimum of forty (40) foot frontage in order to provide a diversity of housing types and variation for mid-block homes. Increased density is not approved and minimum lot sizes have been increased to sixty (60) feet to offset this reduction.
22. [ZO:207.10.4] – Mail and Newspaper Boxes
Mail boxes are to be located in accordance with U.S. Postal Service requirements.
23. [ZO:207.10] – Clarify the difference in acreage provided for “mixture of uses” and acreage used in density calculations. Open space distribution for density purposes shall be clarified. The public open space (33 acres) used for “required mixture of uses” shall not be used in density calculations.
24. [ZO:207.10] – Design Requirements
The garage units for the townhomes appear to encroach on the minimum rear yard setbacks. Please revise the plan to confirm all required setbacks.
25. [ZO:207.11] – Commercial courtyard design requirements shall provide for a centralized pedestrian-oriented commercial courtyard that maximizes the separation of patrons from vehicles. The following design requirements shall be provided:
 - a. Equal distance from peripheral edges of the development (centralized)
 - b. Contiguous or directly across from centralized common green areas
 - c. Minimum thirty-five (35’) foot pedestrian path
 - d. Minimum front yard of fifty-four (54’) feet
26. [ZO:207.12] – Open Space Requirements
A written description and plan for the disposition of ownership of common open space and associated maintenance responsibilities.
27. [ZO:207.13.3] – All local roads shall be designed with a minimum centerline radius of eighty (80’) feet. Centerline radii along streets A, B, H, I, J, M and P do not appear to meet these criteria.
28. [ZO-704.1.3] – The applicant shall provide general information on the sketch plan that identifies the intended phasing and duration of construction.

29. [ZO:704.2.4] – A summarized traffic report provided by the applicant indicates a need for the construction of a westbound right-turn lane at the Route 114/Woods Drive intersection.
30. [ZO:704.2.4] – Woods Drive has been identified for future roadway upgrades to mitigate the direct impacts of significant development to this Township facility.
31. [SLDO:402.05.7] – A Park and Recreation report will be required as part of the Preliminary Subdivision Plans. RAC approval of the proposed modifications to the municipal park shall be provided for review by the Board of Supervisors.
32. [SLDO:602.10] – Proposed road alignments and islands do not meet Township requirements and will require a waiver.

If you have any questions, please do not hesitate to contact Mr. Kelly K. Kelch, Assistant Township Manager.

Sincerely,



William S. Cook
Township Manager

WSC/kk

CC: Kelly K. Kelch, Assistant Township Manager
Bony Dawood, Township Engineer

EXHIBIT "D"

Description of Subject Property

ALL THAT CERTAIN tracts or parcels of land, situated, lying, and being in the Township of Silver Spring, County of Cumberland and Commonwealth of Pennsylvania, being land improved upon and shown on plan titled, "Plats and Plans, Walden, A Planned Community," dated September 28th, 2011, by Alpha Consulting Engineers Inc., more particularly described as follows:

Tract No. 1

BEGINNING at a point along the northern right-of-way of Woods Drive and at lands labeled as "Voisinage I" & "Additional Real Estate" as shown on the afore mentioned plan, said point being by a curve to the right with a radius of 149.00 feet and an arc length of 38.52 feet, with a chord bearing of South 89 degrees 00 minutes 12 seconds East a chord distance of 38.41 feet from a point along the northern right-of-way of Woods Drive and at lands now or formerly of Franklin & June Kauffman and lands labeled as "Additional Real Estate;" thence along lands labeled as "Additional Real Estate" the following twenty-three (23) courses and distances:

1. North 35 degrees 31 minutes 00 seconds East a distance of 123.17 feet to a point,
2. South 54 degrees 29 minutes 00 seconds East a distance of 116.00 feet to a point,
3. North 35 degrees 31 minutes 00 seconds East a distance of 111.96 feet to a point,
4. South 54 degrees 29 minutes 00 seconds East a distance of 26.84 feet to a point,
5. North 35 degrees 31 minutes 00 seconds East a distance of 98.57 feet to a point,
6. by a curve to the left with a radius of 407.00 feet and an arc length of 179.48 feet, with a chord bearing of North 22 degrees 53 minutes 00 seconds East a chord distance of 178.03 feet to a point,
7. North 10 degrees 15 minutes 00 seconds East a distance of 307.02 feet to a point,
8. South 79 degrees 45 minutes 00 seconds East a distance of 1.00 feet to a point,
9. North 10 degrees 15 minutes 00 seconds East a distance of 104.00 feet to a point,
10. North 79 degrees 45 minutes 00 seconds West a distance of 10.86 feet to a point,
11. North 11 degrees 45 minutes 00 seconds East a distance of 298.10 feet to a point,
12. South 79 degrees 45 minutes 00 seconds East a distance of 1.05 feet to a point,
13. North 10 degrees 15 minutes 00 seconds East a distance of 105.00 feet to a point,
14. South 79 degrees 45 minutes 00 seconds East a distance of 8.99 feet to a point,
15. North 10 degrees 15 minutes 00 seconds East a distance of 48.00 feet to a point,
16. South 79 degrees 45 minutes 00 seconds East a distance of 14.07 feet to a point,
17. by a curve to the right with a radius of 324.00 feet and an arc length of 92.08 feet, with a chord bearing of South 71 degrees 36 minutes 30 seconds East a chord distance of 91.77 feet to a point,
18. South 63 degrees 28 minutes 00 seconds East a distance of 20.35 feet to a point,
19. by a curve to the left with a radius of 10.00 feet and an arc length of 15.01 feet, with a chord bearing of North 73 degrees 31 minutes 51 seconds East a chord distance of 13.64 feet to a point,
20. by a curve to the right with a radius of 478.00 feet and an arc length of 143.44 feet, with a chord bearing of North 39 degrees 07 minutes 30 seconds East a chord distance of 142.90 feet to a point,

21. by a curve to the left with a radius of 10.00 feet and an arc length of 15.01 feet, with a chord bearing of North 04 degrees 43 minutes 09 seconds East a chord distance of 13.64 feet to a point,
22. North 51 degrees 43 minutes 00 seconds East a distance of 48.00 feet to a point,
23. North 44 degrees 45 minutes 08 seconds East a distance of 14.10 feet to a point at lands now or formerly of Silver Spring Township;

thence along lands now or formerly of Silver Spring Township the following eleven (11) course and distances:

1. by a curve to the right with a radius of 490.00 feet and an arc length of 17.12 feet, with a chord bearing of North 57 degrees 09 minutes 56 seconds East a chord distance of 17.12 feet to a point,
2. North 58 degrees 10 minutes 00 seconds East a distance of 373.40 feet to a point,
3. South 31 degrees 50 minutes 00 seconds East a distance of 217.79 feet to a point,
4. by a curve to the right with a radius of 1,040.00 feet and an arc length of 383.39 feet, with a chord bearing of South 21 degrees 16 minutes 21 seconds East a chord distance of 381.23 feet to a point,
5. South 74 degrees 21 minutes 00 seconds East a distance of 220.78 feet to a point,
6. North 15 degrees 39 minutes 00 seconds East a distance of 77.04 feet to a point,
7. by a curve to the right with a radius of 238.00 feet and an arc length of 125.81 feet, with a chord bearing of North 30 degrees 47 minutes 36 seconds East a chord distance of 124.35 feet to a point,
8. North 44 degrees 03 minutes 47 seconds West a distance of 75.13 feet to a point,
9. North 30 degrees 28 minutes 00 seconds West a distance of 87.61 feet to a point,
10. North 59 degrees 32 minutes 00 seconds East a distance of 463.40 feet to a point,
11. South 50 degrees 24 minutes 20 seconds East a distance of 84.70 feet to a point at other lands labeled "Additional Real Estate;"

thence along other lands labeled as "Additional Real Estate" the following twenty-seven (27) courses and distances:

1. South 05 degrees 24 minutes 20 seconds East a distance of 126.00 feet to a point,
2. by a curve to the left with a radius of 274.00 feet and an arc length of 119.85 feet, with a chord bearing of South 72 degrees 03 minutes 50 seconds West a chord distance of 118.89 feet to a point,
3. South 59 degrees 32 minutes 00 seconds West a distance of 249.23 feet to a point,
4. by a curve to the left with a radius of 224.00 feet and an arc length of 171.56 feet, with a chord bearing of South 37 degrees 35 minutes 30 seconds West a chord distance of 167.40 feet to a point,
5. South 15 degrees 39 minutes 00 seconds West a distance of 81.04 feet to a point,
6. South 74 degrees 21 minutes 00 seconds East a distance of 48.00 feet to a point,
7. by a curve to the left with a radius of 10.00 feet and an arc length of 15.71 feet, with a chord bearing of South 29 degrees 21 minutes 00 seconds East a chord distance of 14.14 feet to a point,
8. South 74 degrees 21 minutes 00 seconds East a distance of 52.32 feet to a point,
9. South 15 degrees 39 minutes 00 seconds West a distance of 48.00 feet to a point,
10. North 74 degrees 21 minutes 00 seconds West a distance of 1.78 feet to a point,
11. South 15 degrees 39 minutes 00 seconds West a distance of 523.02 feet to a point,
12. North 71 degrees 50 minutes 00 seconds West a distance of 51.81 feet to a point,
13. South 18 degrees 10 minutes 00 seconds West a distance of 48.00 feet to a point,
14. North 71 degrees 50 minutes 00 seconds West a distance of 14.02 feet to a point,

15. South 18 degrees 10 minutes 00 seconds West a distance of 84.00 feet to a point,
16. by a curve to the left with a radius of 20.00 feet and an arc length of 25.33 feet, with a chord bearing of South 18 degrees 07 minutes 21 seconds East a chord distance of 23.67 feet to a point,
17. South 18 degrees 10 minutes 20 seconds West a distance of 120.91 feet to a point,
18. South 71 degrees 50 minutes 00 seconds East a distance of 129.85 feet to a point,
19. South 18 degrees 10 minutes 00 seconds West a distance of 172.00 feet to a point,
20. South 71 degrees 50 minutes 00 seconds East a distance of 189.39 feet to a point,
21. South 83 degrees 43 minutes 45 seconds East a distance of 93.93 feet to a point,
22. North 85 degrees 27 minutes 40 seconds East a distance of 80.64 feet to a point,
23. North 74 degrees 39 minutes 00 seconds East a distance of 89.50 feet to a point,
24. North 64 degrees 18 minutes 00 seconds East a distance of 190.72 feet to a point,
25. North 25 degrees 42 minutes 00 seconds West a distance of 4.00 feet to a point,
26. North 64 degrees 18 minutes 00 seconds East a distance of 37.86 feet to a point,
27. South 26 degrees 22 minutes 00 seconds East a distance of 61.94 feet to a point at lands now or formerly of Adele Ritter;

thence along lands now or formerly of Adele Ritter South 63 degrees 38 minutes 00 seconds West a distance of 1,222.28 feet to a point at lands now or formerly of Silver Spring Township Authority; thence along lands now or formerly of Silver Spring Township Authority North 26 degrees 22 minutes 00 seconds West a distance of 63.67 feet to a point; thence along the same South 63 degrees 38 minutes 00 seconds West a distance of 134.00 feet to a point at the northern right-of-way of Woods Drive; thence along the northern right-of-way of Woods Drive North 54 degrees 28 minutes 00 seconds West a distance 1,062.97 feet to a point; thence along the same by a curve to the left with a radius of 149.00 feet and an arc length of 74.80 feet, with a chord bearing of North 67 degrees 12 minutes 57 seconds West a chord distance of 74.02 feet to a point, being the place of BEGINNING.

EXCEPTING AND RESERVING interior lands labeled as "Additional Real Estate," bounded by Ellington Road, Walden Way, Sutherland Way & Tavern House Hill, said lands being shown in detail on sheet 4 of the afore mentioned plan, titled, "Plats and Plans, Walden, A Planned Community," dated September 28th, 2011, by Alpha Consulting Engineers Inc. (9.46 Acres)

CONTAINING 1,869,581 Square Feet (42.92 Acres)

Tract No. 2

BEGINNING at a point along lands now or formerly of Adele Ritter and at Lot OS-4C & lands labeled as "Additional Real Estate" as shown on the afore mentioned plan, said point being North 63 degrees 38 minutes 00 seconds East a distance of 1,695.72 feet from a point along the northern right-of-way of Woods Drive at lands now or formerly of Adele Ritter & Silver Spring Township Authority; thence along labeled as "Additional Real Estate" the following four (4) courses and distances:

1. North 25 degrees 42 minutes 00 seconds West a distance of 177.59 feet to a point,
2. North 64 degrees 18 minutes 00 seconds East a distance of 214.03 feet to a point,
3. by a curve to the left with a radius of 262.00 feet and an arc length of 312.88 feet, with a chord bearing of North 30 degrees 05 minutes 20 seconds East a chord distance of 294.62 feet to a point,
4. North 85 degrees 52 minutes 40 seconds East a distance of 134.04 feet to a point at lands now or formerly of Donald & Theresa Fuller;

thence along lands now or formerly of Donald & Theresa Fuller, Christopher & Erica Bryce and Rivendale Property South 04 degrees 42 minutes 44 seconds West a distance of 335.27 feet to a point at lands now or formerly of Adele Ritter; thence along lands now or formerly of Adele Ritter South 63 degrees 38 minutes 00 seconds West a distance of 412.63 feet to a point, being the place of BEGINNING.

CONTAINING 105,752 Square Feet (2.43 Acres)

TOTAL IMPROVED AREA 1,975,333 Square Feet (45.35 Acres)

EXHIBIT "E"

Copy of *Conditional Use Application CU 2007-5*
of Silver Spring Township, Cumberland County Pennsylvania
dated August 29, 2007,



SILVER SPRING TOWNSHIP

"SUBURBAN SERENITY WITH URBAN PROXIMITY"

Jan N. LeBlanc, Chairman
 Mary Lou Pierce-McLain, Vice-Chairman
 Vincent T. DiFilippo
 Jackie Eakin
 Christopher R. Latta

August 29, 2007

Charter Homes at Walden, Inc.
 114 Foxshire Drive
 Lancaster, PA 17601

RE: Charter Homes at Walden
 Conditionally Use CU2007-5

Dear Gentlemen:

The Silver Spring Township Board of Supervisors at its meeting held August 22, 2007 conducted a public hearing to consider the above referenced conditional use application. The conditional use was approved subject to the following conditions:

1. [ZO:207.10.1] – Lot Design Standards
 The modification from the 20-foot rear yard setback requirement to permit attached garages to have a minimum rear yard setback of six feet on the "Lots", is approved subject to the condition that the portion of any attached or detached garage on the "Lots" that is located within the 20-foot rear yard required under this section be limited to a maximum height of 20 feet and any lot with a setback of 6 feet must allow for access to the rear of the homes: "Lots" include the following: Phase I – Lots 1 – 128, 132 – 185 and 187 – 189; Phase 2 – Lots 190 – 266; Phase 3 – Lots 267 – 310; Phase 4 – 311 – 335; Phase 5 – Lots 360 – 379; Phase 6 – Lots 380 – 430; Phase 7 – Lots 440 – 457 and 467 – 473; Phase 8 – Lots 474 – 536; and Phase 9 – Lots 555 – 632 (collectively, the "Lots").
2. [ZO:207.10.2.A] – Building Height
 The modification from the 15-foot maximum building height for accessory buildings in order to permit detached garages on the "Lots" to have a maximum height of 20 feet, is approved subject to the condition that the portion of any attached or detached garage on the "Lots" that is located within the 20-foot rear yard required under Section 207.10.1 be limited to a maximum height of 20 feet; any garages attached to the principal structure will contain an inter-connected heat detector located in each garage and a smoke detector in any room between the house and garage; fire-rated gypsum board to be applied to the garage side towards the

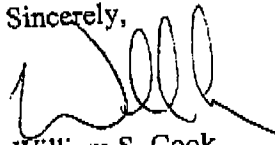
Page -
Charter Homes at Walden, Inc. CU2007-5

house; and, the door to the exterior or mud room must meet or exceed the requirements of the UCC (Uniform Construction Code).

3. [ZO:704.1.2] – Names & Addresses of Adjoiners
Provide and date the list of the current property owners.

Please contact Assistant Township Manager, Terri Martini should you have any questions or concerns regarding this Board action.

Sincerely,



William S. Cook
Township Manager

WSC/kk

CC: Terri A. Martini, Assistant Township Manager
James E. Hall, Zoning Officer
Sue Ellen Adams, Township Secretary/Treasurer
Bony R. Dawood, Township Engineer

EXHIBIT "F"

Description of Subject Property

ALL THAT CERTAIN tracts or parcels of land, situated, lying, and being in the Township of Silver Spring, County of Cumberland and Commonwealth of Pennsylvania, being land improved upon and shown on plan titled, "Plats and Plans, Walden, A Planned Community," dated April 23rd, 2013, by Alpha Consulting Engineers Inc., more particularly described as follows:

Tract No. 1

BEGINNING at a point along the northern right-of-way of Woods Drive and at lands now or formerly of Franklin & June Kauffman, said point being the western property corner of lands labeled as "769" on aforementioned plan; thence along lands now or formerly of Franklin & June Kauffman North 40 degrees 56 minutes 00 seconds West a distance of 116.76 feet to a point at lands labeled as "Additional Real Estate"; thence along said lands the following thirty-two (32) courses and distances:

1. North 35 degrees 31 minutes 00 seconds East a distance of 117.56 feet to a point,
2. South 54 degrees 32 minutes 08 seconds East a distance of 43.16 feet to a point,
3. North 35 degrees 31 minutes 00 seconds East a distance of 111.95 feet to a point,
4. North 54 degrees 29 minutes 00 seconds West a distance of 47.22 feet to a point,
5. North 35 degrees 31 minutes 00 seconds East a distance of 48.00 feet to a point,
6. South 54 degrees 29 minutes 00 seconds East a distance of 9.95 feet to a point,
7. North 35 degrees 31 minutes 00 seconds East a distance of 92.14 feet to a point,
8. by a curve to the left with a radius of 92.00 feet and an arc length of 40.57 feet, with a chord bearing of North 22 degrees 53 minutes 00 seconds East a chord distance of 40.24 feet to a point,
9. North 10 degrees 15 minutes 00 seconds East a distance of 96.47 feet to a point,
10. by a curve to the left with a radius of 20.00 feet and an arc length of 31.42 feet, with a chord bearing of North 34 degrees 45 minutes 00 seconds West a chord distance of 28.28 feet to a point,
11. North 10 degrees 15 minutes 00 seconds East a distance of 16.00 feet to a point,
12. South 79 degrees 45 minutes 00 seconds East a distance of 26.51 feet to a point,
13. North 10 degrees 15 minutes 00 seconds East a distance of 103.00 feet to a point,
14. North 79 degrees 45 minutes 00 seconds West a distance of 42.00 feet to a point,
15. North 10 degrees 15 minutes 00 seconds East a distance of 171.00 feet to a point,
16. South 79 degrees 45 minutes 00 seconds East a distance of 190.00 feet to a point,
17. South 10 degrees 15 minutes 00 seconds West a distance of 3.00 feet to a point,
18. South 79 degrees 45 minutes 00 seconds East a distance of 82.13 feet to a point,
19. by a curve to the left with a radius of 22.00 feet and an arc length of 33.98 feet, with a chord bearing of North 56 degrees 00 minutes 00 seconds East a chord distance of 30.70 feet to a point,
20. North 11 degrees 45 minutes 00 seconds East a distance of 260.67 feet to a point,
21. South 79 degrees 45 minutes 00 seconds East a distance of 1.05 feet to a point,
22. North 10 degrees 15 minutes 00 seconds East a distance of 105.00 feet to a point,

23. South 79 degrees 45 minutes 00 seconds East a distance of 8.99 feet to a point,
24. North 10 degrees 15 minutes 00 seconds East a distance of 48.00 feet to a point,
25. South 79 degrees 45 minutes 00 seconds East a distance of 14.07 feet to a point,
26. by a curve to the right with a radius of 324.00 feet and an arc length of 92.08 feet, with a chord bearing of South 71 degrees 36 minutes 30 seconds East a chord distance of 91.77 feet to a point,
27. South 63 degrees 28 minutes 00 seconds East a distance of 20.35 feet to a point,
28. by a curve to the left with a radius of 10.00 feet and an arc length of 15.01 feet, with a chord bearing of North 73 degrees 31 minutes 51 seconds East a chord distance of 13.64 feet to a point,
29. by a curve to the right with a radius of 478.00 feet and an arc length of 143.44 feet, with a chord bearing of North 39 degrees 07 minutes 30 seconds East a chord distance of 142.90 feet to a point,
30. by a curve to the left with a radius of 10.00 feet and an arc length of 15.01 feet, with a chord bearing of North 04 degrees 43 minutes 09 seconds East a chord distance of 13.64 feet to a point,
31. North 51 degrees 43 minutes 00 seconds East a distance of 48.00 feet to a point,
32. North 44 degrees 45 minutes 08 seconds East a distance of 14.10 feet to a point at lands now or formerly of Silver Spring Township;

thence along lands now or formerly of Silver Spring Township the following eleven (11) courses and distances:

1. by a curve to the right with a radius of 490.00 feet and an arc length of 17.12 feet, with a chord bearing of North 57 degrees 09 minutes 56 seconds East a chord distance of 17.12 feet to a point,
2. North 58 degrees 10 minutes 00 seconds East a distance of 373.40 feet to a point,
3. South 31 degrees 50 minutes 00 seconds East a distance of 217.79 feet to a point,
4. by a curve to the right with a radius of 1,040.00 feet and an arc length of 383.39 feet, with a chord bearing of South 21 degrees 16 minutes 21 seconds East a chord distance of 381.23 feet to a point,
5. South 74 degrees 21 minutes 00 seconds East a distance of 220.78 feet to a point,
6. North 15 degrees 39 minutes 00 seconds East a distance of 77.04 feet to a point,
7. by a curve to the right with a radius of 238.00 feet and an arc length of 125.81 feet, with a chord bearing of North 30 degrees 47 minutes 36 seconds East a chord distance of 124.35 feet to a point,
8. North 44 degrees 03 minutes 47 seconds West a distance of 75.13 feet to a point,
9. North 30 degrees 28 minutes 00 seconds West a distance of 87.61 feet to a point,
10. North 59 degrees 32 minutes 00 seconds East a distance of 463.40 feet to a point,
11. South 50 degrees 24 minutes 20 seconds East a distance of 84.70 feet to a point at other lands labeled "Additional Real Estate;"

thence along other lands labeled as "Additional Real Estate" the following twenty-nine (29) courses and distances:

1. South 05 degrees 24 minutes 20 seconds East a distance of 126.00 feet to a point,
2. by a curve to the left with a radius of 274.00 feet and an arc length of 119.85 feet, with a chord bearing of South 72 degrees 03 minutes 50 seconds West a chord distance of 118.89 feet to a point,
3. South 59 degrees 32 minutes 00 seconds West a distance of 249.23 feet to a point,

4. by a curve to the left with a radius of 224.00 feet and an arc length of 171.56 feet, with a chord bearing of South 37 degrees 35 minutes 30 seconds West a chord distance of 167.40 feet to a point,
5. South 15 degrees 39 minutes 00 seconds West a distance of 81.04 feet to a point,
6. South 74 degrees 21 minutes 00 seconds East a distance of 48.00 feet to a point,
7. by a curve to the left with a radius of 10.00 feet and an arc length of 15.71 feet, with a chord bearing of South 29 degrees 21 minutes 00 seconds East a chord distance of 14.14 feet to a point,
8. South 74 degrees 21 minutes 00 seconds East a distance of 52.32 feet to a point,
9. South 15 degrees 39 minutes 00 seconds West a distance of 48.00 feet to a point,
10. North 74 degrees 21 minutes 00 seconds West a distance of 1.78 feet to a point,
11. South 15 degrees 39 minutes 00 seconds West a distance of 523.02 feet to a point,
12. South 71 degrees 50 minutes 00 seconds East a distance of 94.31 feet to a point,
13. North 18 degrees 10 minutes 00 seconds East a distance of 139.06 feet to a point,
14. South 71 degrees 50 minutes 00 seconds East a distance of 24.18 feet to a point,
15. North 77 degrees 58 minutes 29 seconds East a distance of 23.49 feet to a point,
16. by a curve to the left with a radius of 42.00 feet and an arc length of 43.84 feet, with a chord bearing of South 41 degrees 55 minutes 45 seconds East a chord distance of 41.88 feet to a point,
17. South 71 degrees 50 minutes 00 seconds East a distance of 223.91 feet to a point,
18. By a curve to the left with a radius of 414.00 feet and an arc length of 92.67 feet, with a chord bearing of South 78 degrees 14 minutes 45 seconds East a chord distance of 92.47 feet to a point,
19. South 05 degrees 20 minutes 31 seconds West a distance of 130.00 feet to a point,
20. By a curve to the right with a radius of 544.00 feet and an arc length of 121.77 feet, with a chord bearing of North 78 degrees 14 minutes 45 seconds West a chord distance of 121.51 feet to a point,
21. North 71 degrees 50 minutes 00 seconds West a distance of 6.84 feet to a point,
22. South 18 degrees 10 minutes 00 seconds West a distance of 48.02 feet to a point,
23. South 19 degrees 09 minutes 58 seconds West a distance of 98.75 feet to a point,
24. South 07 degrees 30 minutes 30 seconds East a distance of 14.70 feet to a point,
25. South 25 degrees 42 minutes 00 seconds East a distance of 85.97 feet to a point,
26. North 64 degrees 18 minutes 00 seconds East a distance of 40.24 feet to a point,
27. South 25 degrees 42 minutes 00 seconds East a distance of 123.98 feet to a point,
28. North 64 degrees 18 minutes 06 seconds East a distance of 141.18 feet to a point,
29. South 26 degrees 22 minutes 00 seconds East a distance of 57.95 feet to a point at lands now or formerly of Adele Ritter;

thence along lands now or formerly of Adele Ritter South 63 degrees 38 minutes 00 seconds West a distance of 1,222.28 feet to a point at lands now or formerly of Silver Spring Township Authority; thence along lands now or formerly of Silver Spring Township Authority North 26 degrees 22 minutes 00 seconds West a distance of 63.67 feet to a point; thence along the same South 63 degrees 38 minutes 00 seconds West a distance of 134.00 feet to a point at the northern right-of-way of Woods Drive; thence along the northern right-of-way of Woods Drive North 54 degrees 28 minutes 00 seconds West a distance 1,062.97 feet to a point; thence along the same by a curve to the left with a radius of 149.00 feet and an arc length of 113.32 feet, with a chord bearing of North 74 degrees 37 minutes 18 seconds West a chord distance of 110.61 feet to a point, being the place of BEGINNING.

EXCEPTING AND RESERVING interior lands labeled as "Additional Real Estate," bounded by Ellington Road, Walden Way, Sutherland Way & Tavern House Hill, said lands being shown in detail on sheet 5 of the aforementioned plan, titled, "Plats and Plans, Walden, A Planned Community," dated April 23th, 2013, by Alpha Consulting Engineers Inc. (9.46 Acres)

CONTAINING: 2,760,544 Square Feet (63.37 Acres)

Tract No. 2

BEGINNING at a point along lands now or formerly of Adele Ritter and at Lot OS-4C & lands labeled as "Additional Real Estate" as shown on the aforementioned plan, said point being North 63 degrees 38 minutes 00 seconds East a distance of 1,700.44 feet from a point along the northern right-of-way of Woods Drive at lands now or formerly of Adele Ritter & Silver Spring Township Authority; thence along lands labeled as "Additional Real Estate" the following four (4) courses and distances:

1. North 25 degrees 42 minutes 00 seconds West a distance of 177.59 feet to a point,
2. North 64 degrees 18 minutes 00 seconds East a distance of 214.03 feet to a point,
3. by a curve to the left with a radius of 262.00 feet and an arc length of 312.88 feet, with a chord bearing of North 30 degrees 05 minutes 20 seconds East a chord distance of 294.62 feet to a point,
4. North 85 degrees 52 minutes 40 seconds East a distance of 134.04 feet to a point at lands now or formerly of Donald & Theresa Fuller;

thence along lands now or formerly of Donald & Theresa Fuller, Christopher & Erica Bryce and Rivendale Property South 04 degrees 42 minutes 44 seconds West a distance of 335.27 feet to a point at lands now or formerly of Adele Ritter; thence along lands now or formerly of Adele Ritter South 63 degrees 38 minutes 00 seconds West a distance of 412.63 feet to a point, being the place of BEGINNING.

CONTAINING: 105,752 Square Feet (2.43 Acres)

TOTAL IMPROVED AREA 2,866,296 Square Feet (65.80 Acres)

EXHIBIT "G"

Description of Subject Property

ALL THAT CERTAIN tracts or parcels of land, situated, lying, and being in the Township of Silver Spring, County of Cumberland and Commonwealth of Pennsylvania, being land improved upon and shown on plan titled, "Plats and Plans, Walden, A Planned Community," dated September 23, 2013, by Alpha Consulting Engineers Inc., more particularly described as follows:

BEGINNING at a point along the northern right-of-way of Woods Drive and at lands now or formerly of Franklin & June Kauffman, said point being the western property corner of lands labeled as "769" on aforementioned plan; thence along lands now or formerly of Franklin & June Kauffman North 40 degrees 56 minutes 00 seconds West a distance of 116.76 feet to a point at lands labeled as "Additional Real Estate"; thence along said lands the following thirty-two (32) courses and distances:

1. North 35 degrees 31 minutes 00 seconds East a distance of 117.56 feet to a point,
2. North 54 degrees 28 minutes 22 seconds West a distance of 122.93 feet to a point,
3. by a curve to the left with a radius of 92.00 feet and an arc length of 17.59 feet, with a chord bearing of North 59 degrees 57 minutes 41 seconds West a chord distance of 17.56 feet to a point,
4. North 65 degrees 26 minutes 15 seconds West a distance of 45.21 feet to a point,
5. by a curve to the right with a radius of 208.00 feet and an arc length of 82.42 feet, with a chord bearing of North 54 degrees 05 minutes 07 seconds West a chord distance of 81.88 feet to a point,
6. North 42 degrees 44 minutes 00 seconds West a distance of 37.30 feet to a point,
7. North 47 degrees 16 minutes 00 seconds East a distance of 16.00 feet to a point,
8. by a curve to the left with a radius of 20.00 feet and an arc length of 34.42 feet, with a chord bearing of North 87 degrees 58 minutes 00 seconds East a chord distance of 30.33 feet to a point,
9. North 38 degrees 40 minutes 00 seconds East a distance of 76.57 feet to a point,
10. by a curve to the left with a radius of 470.00 feet and an arc length of 233.10 feet, with a chord bearing of North 24 degrees 27 minutes 30 seconds East a chord distance of 230.72 feet to a point,
11. North 10 degrees 15 minutes 00 seconds East a distance of 62.47 feet to a point,
12. by a curve to the left with a radius of 10.59 feet and an arc length of 14.87 feet, with a chord bearing of North 36 degrees 44 minutes 07 seconds West a chord distance of 13.68 feet to a point,
13. North 10 degrees 15 minutes 00 seconds East a distance of 38.67 feet to a point,
14. South 79 degrees 45 minutes 00 seconds East a distance of 7.00 feet to a point,
15. North 10 degrees 15 minutes 00 seconds East a distance of 123.00 feet to a point,
16. South 79 degrees 45 minutes 00 seconds East a distance of 422.00 feet to a point,
17. South 10 degrees 15 minutes 00 seconds West a distance of 3.00 feet to a point,
18. South 79 degrees 45 minutes 00 seconds East a distance of 82.13 feet to a point,
19. by a curve to the left with a radius of 22.00 feet and an arc length of 33.98 feet, with a chord bearing of North 56 degrees 00 minutes 00 seconds East a chord distance of 30.70 feet to a point,
20. North 11 degrees 45 minutes 00 seconds East a distance of 260.67 feet to a point,
21. South 79 degrees 45 minutes 00 seconds East a distance of 1.05 feet to a point,
22. North 10 degrees 15 minutes 00 seconds East a distance of 105.00 feet to a point,
23. South 79 degrees 45 minutes 00 seconds East a distance of 8.99 feet to a point,
24. North 10 degrees 15 minutes 00 seconds East a distance of 48.00 feet to a point,
25. South 79 degrees 45 minutes 00 seconds East a distance of 14.07 feet to a point,
26. by a curve to the right with a radius of 324.00 feet and an arc length of 92.08 feet, with a chord bearing of South 71 degrees 36 minutes 30 seconds East a chord distance of 91.77 feet to a point,
27. South 63 degrees 28 minutes 00 seconds East a distance of 20.35 feet to a point,

28. by a curve to the left with a radius of 10.00 feet and an arc length of 15.01 feet, with a chord bearing of North 73 degrees 31 minutes 51 seconds East a chord distance of 13.64 feet to a point,
29. by a curve to the right with a radius of 478.00 feet and an arc length of 143.44 feet, with a chord bearing of North 39 degrees 07 minutes 30 seconds East a chord distance of 142.90 feet to a point,
30. by a curve to the left with a radius of 10.00 feet and an arc length of 15.01 feet, with a chord bearing of North 04 degrees 43 minutes 09 seconds East a chord distance of 13.64 feet to a point,
31. North 51 degrees 43 minutes 00 seconds East a distance of 48.00 feet to a point,
32. North 44 degrees 45 minutes 08 seconds East a distance of 14.10 feet to a point at lands now or formerly of Silver Spring Township;

thence along lands now or formerly of Silver Spring Township the following eleven (11) courses and distances:

1. by a curve to the right with a radius of 490.00 feet and an arc length of 17.12 feet, with a chord bearing of North 57 degrees 09 minutes 56 seconds East a chord distance of 17.12 feet to a point,
2. North 58 degrees 10 minutes 00 seconds East a distance of 373.40 feet to a point,
3. South 31 degrees 50 minutes 00 seconds East a distance of 217.79 feet to a point,
4. by a curve to the right with a radius of 1,040.00 feet and an arc length of 383.39 feet, with a chord bearing of South 21 degrees 16 minutes 21 seconds East a chord distance of 381.23 feet to a point,
5. South 74 degrees 21 minutes 00 seconds East a distance of 220.78 feet to a point,
6. North 15 degrees 39 minutes 00 seconds East a distance of 77.04 feet to a point,
7. by a curve to the right with a radius of 238.00 feet and an arc length of 125.81 feet, with a chord bearing of North 30 degrees 47 minutes 36 seconds East a chord distance of 124.35 feet to a point,
8. North 44 degrees 03 minutes 47 seconds West a distance of 75.13 feet to a point,
9. North 30 degrees 28 minutes 00 seconds West a distance of 87.61 feet to a point,
10. North 59 degrees 32 minutes 00 seconds East a distance of 463.40 feet to a point,
11. South 50 degrees 24 minutes 20 seconds East a distance of 84.70 feet to a point at other lands labeled "Additional Real Estate;"

thence along other lands labeled as "Additional Real Estate" the following twenty-two (22) courses and distances:

1. South 05 degrees 24 minutes 20 seconds East a distance of 126.00 feet to a point,
2. by a curve to the left with a radius of 274.00 feet and an arc length of 119.85 feet, with a chord bearing of South 72 degrees 03 minutes 50 seconds West a chord distance of 118.89 feet to a point,
3. South 59 degrees 32 minutes 00 seconds West a distance of 249.23 feet to a point,
4. by a curve to the left with a radius of 224.00 feet and an arc length of 171.56 feet, with a chord bearing of South 37 degrees 35 minutes 30 seconds West a chord distance of 167.40 feet to a point,
5. South 15 degrees 39 minutes 00 seconds West a distance of 81.04 feet to a point,
6. South 74 degrees 21 minutes 00 seconds East a distance of 48.00 feet to a point,
7. by a curve to the left with a radius of 10.00 feet and an arc length of 15.71 feet, with a chord bearing of South 29 degrees 21 minutes 00 seconds East a chord distance of 14.14 feet to a point,
8. South 74 degrees 21 minutes 00 seconds East a distance of 52.32 feet to a point,
9. South 15 degrees 39 minutes 00 seconds West a distance of 48.00 feet to a point,
10. North 74 degrees 21 minutes 00 seconds West a distance of 1.78 feet to a point,
11. South 15 degrees 39 minutes 00 seconds West a distance of 523.02 feet to a point,
12. South 71 degrees 50 minutes 00 seconds East a distance of 94.31 feet to a point,
13. North 18 degrees 10 minutes 00 seconds East a distance of 139.06 feet to a point,
14. South 71 degrees 50 minutes 00 seconds East a distance of 24.18 feet to a point,
15. North 77 degrees 58 minutes 29 seconds East a distance of 23.49 feet to a point,

16. by a curve to the left with a radius of 42.00 feet and an arc length of 43.84 feet, with a chord bearing of South 41 degrees 55 minutes 45 seconds East a chord distance of 41.88 feet to a point,
17. South 71 degrees 50 minutes 00 seconds East a distance of 223.91 feet to a point,
18. by a curve to the left with a radius of 414.00 feet and an arc length of 249.41 feet, with a chord bearing of South 89 degrees 05 minutes 30 seconds East a chord distance of 245.65 feet to a point,
19. North 73 degrees 39 minutes 00 seconds East a distance of 48.51 feet to a point,
20. South 16 degrees 21 minutes 00 seconds East a distance of 127.83 feet to a point,
21. North 65 degrees 04 minutes 16 seconds East a distance of 110.37 feet to a point,
22. South 26 degrees 25 minutes 20 seconds East a distance of 48.00 feet to a point at lands labeled as "Common Land OS-4C";

thence along lands labeled as "Common Land OS-4C" the following three (3) courses and distances:

1. North 64 degrees 18 minutes 00 seconds East a distance of 209.31 feet to a point,
2. by a curve to the left with a radius of 262.00 feet and an arc length of 312.88 feet, with a chord bearing of North 30 degrees 05 minutes 20 seconds East a chord distance of 294.62 feet to a point,
3. North 85 degrees 52 minutes 40 seconds East a distance of 134.04 feet to a point at lands now or formerly of Donald & Theresa Fuller;

thence along lands now or formerly of Donald & Theresa Fuller, Christopher & Erica Bryce and Rivendale Property South 04 degrees 42 minutes 44 seconds West a distance of 335.27 feet to a point at lands now or formerly of Adele Ritter; thence along lands now or formerly of Adele Ritter South 63 degrees 38 minutes 00 seconds West a distance of 2,008.36 feet to a point at lands now or formerly of Silver Spring Township Authority; thence along lands now or formerly of Silver Spring Township Authority North 26 degrees 22 minutes 00 seconds West a distance of 63.67 feet to a point; thence along the same South 63 degrees 38 minutes 00 seconds West a distance of 134.00 feet to a point at the northern right-of-way of Woods Drive; thence along the northern right-of-way of Woods Drive North 54 degrees 28 minutes 00 seconds West a distance 1,062.97 feet to a point; thence along the same by a curve to the left with a radius of 149.00 feet and an arc length of 113.32 feet, with a chord bearing of North 74 degrees 37 minutes 18 seconds West a chord distance of 110.61 feet to a point, being the place of BEGINNING.

EXCEPTING AND RESERVING interior lands labeled as "Additional Real Estate," bounded by Ellington Road, Walden Way, Sutherland Way & Tavern House Hill, said lands being shown in detail on sheet 5 of the aforementioned plan, titled, "Plats and Plans, Walden, A Planned Community," dated September 23, 2013, by Alpha Consulting Engineers Inc. (9.46 Acres)

CONTAINING: 2,799,364 Square Feet (64.26 Acres)

EXHIBIT "H"

Description of Subject Property

ALL THAT CERTAIN tract or parcel of land, situated, lying, and being in the Township of Silver Spring, County of Cumberland and Commonwealth of Pennsylvania, being land improved upon and shown on plan titled, "Plats and Plans, Walden, A Planned Community," dated August 01, 2014, by Alpha Consulting Engineers Inc., more particularly described as follows:

BEGINNING at a point along the northern right-of-way of Woods Drive and at lands now or formerly of Franklin & June Kauffman, said point being the western property corner of lands labeled as "769" on aforementioned plan; thence along lands now or formerly of Franklin E. & June E. Kauffman, and James N. & Ruth M. Potteiger, North 40 degrees 56 minutes 00 seconds West a distance of 276.98 feet to a point at lands now or formerly of James N. & Ruth M. Potteiger; thence along lands now or formerly of James N. & Ruth M. Potteiger, North 42 degrees 00 minutes 00 seconds East a distance of 26.40 feet to a point at lands now or formerly of James N. & Ruth M. Potteiger, said point being a common corner at lands labeled as "Unit T2B"; thence along lands now or formerly of James N. & Ruth M. Potteiger and Gary E. Potteiger, Cindy Putt, Jae A., James N. & Sue A. Harley, North 42 degrees 44 minutes 00 seconds West a distance of 544.46 feet to a point at lands now or formerly of Gary E. Potteiger, Cindy Putt, Jae A., James N. & Sue A. Harley; thence along lands now or formerly of Gary E. Potteiger, Cindy Putt, Jae A., James N. & Sue A. Harley, North 28 degrees 35 minutes 00 seconds West a distance of 140.72 feet to a point at lands labeled as "Additional Real Estate"; thence along said lands labeled as "Additional Real Estate" the following twenty-four (24) courses and distances: (1) North 45 degrees 36 minutes 20 seconds East a distance of 136.93 feet to a point, (2) by a curve to the left having a radius of 116.28 feet, an arc length of 70.42 feet, a chord bearing of which is South 65 degrees 11 minutes 54 seconds East and a chord distance of 69.35 feet to a point, (3) South 79 degrees 46 minutes 13 seconds East a distance of 89.22 feet to a point, (4) by a curve to the left having a radius of 10.00 feet, an arc length of 15.51 feet, a chord bearing of which is North 54 degrees 40 minutes 59 seconds East and a chord distance of 14.00 feet to a point, (5) North 10 degrees 15 minutes 00 seconds East a distance of 187.34 feet to a point, (6) by a curve to the left having a radius of 908.39 feet, an arc length of 24.95 feet, a chord bearing of which is North 09 degrees 19 minutes 37 seconds East and a chord distance of 24.95 feet to a point, (7) by a curve to the left having a radius of 569.30 feet, an arc length of 64.01 feet, a chord bearing of which is North 07 degrees 44 minutes 16 seconds East and a chord distance of 63.97 feet to a point, (8) South 85 degrees 28 minutes 59 seconds East a distance of 48.00 feet to a point, (9) by a curve to the left having a radius of 10.00 feet, an arc length of 14.71 feet, a chord bearing of which is South 37 degrees 37 minutes 00 seconds East and a chord distance of 13.42 feet to a point, (10) South 79 degrees 45 minutes 00 seconds East a distance of 312.48 feet to a point, (11) by a curve to the left having a radius of 14.00 feet, an arc length of 21.99 feet, a chord bearing of which is North 55 degrees 15 minutes 00 seconds East and a chord distance of 19.80 feet to a point, (12) North 10 degrees 15 minutes 00 seconds East a distance of 270.00 feet to a point, (13) South 79 degrees 45 minutes 00 seconds East a distance of 274.90 feet to a point, (14) by a curve to the left having a radius of 10.00 feet, an arc length of 16.86 feet, a chord bearing of which is North 51 degrees 56 minutes 52 seconds East and a chord distance of 14.93 feet to a point, (15) South 77 degrees 25

minutes 37 seconds East a distance of 48.46 feet to a point, (16) by a curve to the left having a radius of 10.00 feet, an arc length of 14.89 feet, a chord bearing of which is South 37 degrees 05 minutes 25 seconds East and a chord distance of 13.55 feet to a point, (17) South 79 degrees 45 minutes 00 seconds East a distance of 84.70 feet to a point, (18) by a curve to the right having a radius of 348.00 feet, an arc length of 98.90 feet, a chord bearing of which is South 71 degrees 36 minutes 30 seconds East and a chord distance of 98.57 feet to a point, (19) South 63 degrees 27 minutes 53 seconds East a distance of 56.19 feet to a point, (20) by a curve to the left having a radius of 10.00 feet, an arc length of 15.01 feet, a chord bearing of which is North 73 degrees 31 minutes 51 seconds East and a chord distance of 13.64 feet to a point, (21) by a curve to the right having a radius of 478.00 feet, an arc length of 143.44 feet, a chord bearing of which is North 39 degrees 07 minutes 30 seconds East and a chord distance of 142.90 feet to a point, (22) by a curve to the left having a radius of 10.00 feet, an arc length of 15.01 feet, a chord bearing of which is North 04 degrees 43 minutes 09 seconds East and a chord distance of 13.64 feet to a point, (23) North 51 degrees 43 minutes 00 seconds East a distance of 48.00 feet to a point, and (24) North 44 degrees 45 minutes 08 seconds East a distance of 14.10 feet to a point at lands now or formerly of Silver Spring Township; thence along lands now or formerly of Silver Spring Township the following eleven (11) courses and distances: (1) by a curve to the right having a radius of 490.00 feet, an arc length of 17.12 feet, a chord bearing of which is North 57 degrees 09 minutes 56 seconds East and a chord distance of 17.12 feet to a point, (2) North 58 degrees 10 minutes 00 seconds East a distance of 373.40 feet to a point, (3) South 31 degrees 50 minutes 00 seconds East a distance of 217.79 feet to a point, (4) by a curve to the right having a radius of 1,040.00 feet, an arc length of 383.39 feet, a chord bearing of which is South 21 degrees 16 minutes 21 seconds East and a chord distance of 381.23 feet to a point, (5) South 74 degrees 21 minutes 00 seconds East a distance of 220.78 feet to a point, (6) North 15 degrees 39 minutes 00 seconds East a distance of 77.04 feet to a point, (7) by a curve to the right having a radius of 238.00 feet, an arc length of 125.81 feet, a chord bearing of which is North 30 degrees 47 minutes 36 seconds East and a chord distance of 124.35 feet to a point, (8) North 44 degrees 03 minutes 47 seconds West a distance of 75.13 feet to a point, (9) North 30 degrees 28 minutes 00 seconds West a distance of 87.61 feet to a point, (10) North 59 degrees 32 minutes 00 seconds East a distance of 463.40 feet to a point, and (11) South 50 degrees 24 minutes 20 seconds East a distance of 84.70 feet to a point at other lands labeled "Additional Real Estate"; thence along said lands labeled as "Additional Real Estate" the following twenty-two (22) courses and distances: (1) South 05 degrees 24 minutes 20 seconds East a distance of 126.00 feet to a point, (2) by a curve to the left having a radius of 274.00 feet, an arc length of 119.85 feet, a chord bearing of which is South 72 degrees 03 minutes 50 seconds West and a chord distance of 118.89 feet to a point, (3) South 59 degrees 32 minutes 00 seconds West a distance of 249.23 feet to a point, (4) by a curve to the left having a radius of 224.00 feet, an arc length of 171.56 feet, a chord bearing of which is South 37 degrees 35 minutes 30 seconds West and a chord distance of 167.40 feet to a point, (5) South 15 degrees 39 minutes 00 seconds West a distance of 81.04 feet to a point, (6) South 74 degrees 21 minutes 00 seconds East a distance of 48.00 feet to a point, (7) by a curve to the left having a radius of 10.00 feet, an arc length of 15.71 feet, a chord bearing of which is South 29 degrees 21 minutes 00 seconds East and a chord distance of 14.14 feet to a point, (8) South 74 degrees 21 minutes 00 seconds East a distance of 52.32 feet to a point, (9) South 15 degrees 39 minutes 00 seconds West a distance of 48.00 feet to a point, (10) North 74 degrees 21 minutes 00 seconds West a distance of 1.78 feet to a point, (11) South 15 degrees 39 minutes 00 seconds West a distance of 523.02 feet to a point, (12) South 71 degrees 50 minutes 00 seconds East a distance of 94.31 feet to a point, (13) North 18 degrees 10 minutes 00

seconds East a distance of 139.06 feet to a point, (14) South 71 degrees 50 minutes 00 seconds East a distance of 24.18 feet to a point, (15) North 77 degrees 58 minutes 29 seconds East a distance of 23.49 feet to a point, (16) by a curve to the left having a radius of 42.00 feet, an arc length of 43.84 feet, a chord bearing of which is South 41 degrees 55 minutes 45 seconds East and a chord distance of 41.88 feet to a point, (17) South 71 degrees 50 minutes 00 seconds East a distance of 223.91 feet to a point, (18) by a curve to the left having a radius of 414.00 feet, an arc length of 249.41 feet, a chord bearing of which is South 89 degrees 05 minutes 30 seconds East and a chord distance of 245.65 feet to a point, (19) North 73 degrees 39 minutes 00 seconds East a distance of 48.51 feet to a point, (20) South 16 degrees 21 minutes 00 seconds East a distance of 127.83 feet to a point, (21) North 65 degrees 04 minutes 16 seconds East a distance of 110.37 feet to a point, and (22) South 26 degrees 25 minutes 20 seconds East a distance of 48.00 feet to a point at lands labeled as "Common Land OS-4C"; thence along lands labeled as "Common Land OS-4C" the following three (3) courses and distances: (1) North 64 degrees 18 minutes 00 seconds East a distance of 209.31 feet to a point, (2) by a curve to the left having a radius of 262.00 feet, an arc length of 312.88 feet, a chord bearing of which is North 30 degrees 05 minutes 20 seconds East and a chord distance of 294.62 feet to a point, and (3) North 85 degrees 52 minutes 40 seconds East a distance of 134.04 feet to a point at lands now or formerly of Donald & Theresa Fuller; thence along lands now or formerly of Donald & Theresa Fuller, Christopher & Erica Bryce and Rivendale Property, South 04 degrees 42 minutes 44 seconds West a distance of 335.27 feet to a point at lands now or formerly of Adele Ritter; thence along lands now or formerly of Adele Ritter, South 63 degrees 38 minutes 00 seconds West a distance of 2,008.36 feet to a point at lands now or formerly of Silver Spring Township Authority; thence along lands now or formerly of Silver Spring Township Authority, North 26 degrees 22 minutes 00 seconds West a distance of 63.67 feet to a point; thence along the same South 63 degrees 38 minutes 00 seconds West a distance of 134.00 feet to a point at the northern right-of-way of Woods Drive; thence along said northern right-of-way of Woods Drive, North 54 degrees 28 minutes 00 seconds West a distance of 1,062.97 feet to a point; thence along said northern right-of-way, by a curve to the left having a radius of 149.00 feet, an arc length of 113.32 feet, a chord bearing of which is North 74 degrees 37 minutes 18 seconds West and a chord distance of 110.61 feet to a point, being the place of BEGINNING.

CONTAINING: 3,684,283 Square Feet (84.58 Acres)

EXHIBIT "I"

Description of Subject Property

ALL THAT CERTAIN tracts or parcels of land, situated, lying, and being in the Township of Silver Spring, County of Cumberland and Commonwealth of Pennsylvania, being land improved upon and shown on plan titled, "Plats and Plans, Walden, A Planned Community," dated February 19, 2015, by Alpha Consulting Engineers Inc., more particularly described as follows:

Tract 1

BEGINNING at a point along the northern right-of-way of Woods Drive and at lands now or formerly of Franklin & June Kauffman, said point being the western property corner of lands labeled as "769" on aforementioned plan; thence along lands now or formerly of Franklin E. & June E. Kauffman, and James N. & Ruth M. Potteiger, North 40 degrees 56 minutes 00 seconds West a distance of 276.98 feet to a point at lands now or formerly of James N. & Ruth M. Potteiger; thence along lands now or formerly of James N. & Ruth M. Potteiger, North 42 degrees 00 minutes 00 seconds East a distance of 26.40 feet to a point at lands now or formerly of James N. & Ruth M. Potteiger, said point being a common corner at lands labeled as "Unit T2B"; thence along lands now or formerly of James N. & Ruth M. Potteiger and Gary E. Potteiger, Cindy Putt, Jae A., James N. & Sue A. Harley, North 42 degrees 44 minutes 00 seconds West a distance of 544.46 feet to a point at lands now or formerly of Gary E. Potteiger, Cindy Putt, Jae A., James N. & Sue A. Harley; thence along lands now or formerly of Gary E. Potteiger, Cindy Putt, Jae A., James N. & Sue A. Harley, North 28 degrees 35 minutes 00 seconds West a distance of 137.50 feet to a point at lands labeled as "Additional Real Estate"; thence along said lands labeled as "Additional Real Estate" the following twenty (20) courses and distances: (1) North 43 degrees 41 minutes 40 seconds East a distance of 140.97 feet to a point, (2) by a curve to the right having a radius of 126.00 feet, an arc length of 24.32 feet, a chord bearing of which is North 40 degrees 46 minutes 39 seconds West and a chord distance of 24.28 feet to a point, (3) North 48 degrees 08 minutes 34 seconds East a distance of 103.32 feet to a point, (4) North 09 degrees 15 minutes 07 seconds East a distance of 225.95 feet to a point, (5) by a curve to the left having a radius of 242.00 feet, an arc length of 7.99 feet, a chord bearing of which is North 08 degrees 18 minutes 20 seconds East and a chord distance of 7.99 feet to a point, (6) South 81 degrees 50 minutes 15 seconds East a distance of 125.41 feet to a point, (7) North 10 degrees 14 minutes 04 seconds East a distance of 209.84 feet to a point, (8) by a curve to the left having a radius of 10.00 feet, an arc length of 10.48 feet, a chord of which is North 19 degrees 46 minutes 16 seconds West and a chord distance of 10.01 feet to a point, (9) North 40 degrees 12 minutes 27 seconds East a distance of 48.00 feet to a point, (10) by a curve to the left having a radius of 376.01 feet, an arc length of 196.59 feet, a chord bearing of which is South 64 degrees 46 minutes 16 seconds East and a chord distance of 194.36 feet to a point, (11) South 79 degrees 45 minutes 00 seconds East a distance of 226.06 feet to a point, (12) North 34 degrees 36 minutes 00 seconds West a distance of 194.14 feet to a point, (13) North 55 degrees 24 minutes 00 seconds East a distance of 117.78 feet to a point, (14) South 34 degrees 36 minutes 00 seconds East a distance of 106.44 feet to a point, (15) North 55 degrees 24 minutes 00 seconds

East a distance of 149.00 feet to a point, (16) South 34 degrees 36 minutes 00 seconds East a distance of 87.45 feet to a point, (17) North 55 degrees 24 minutes 00 seconds East a distance of 104.56 feet to a point, (18) North 38 degrees 17 minutes 00 seconds West a distance of 17.16 feet to a point, (19) by a curve to the right having a radius of 1,142.00 feet, an arc length of 2.90 feet, a chord bearing of which is North 38 degrees 12 minutes 38 seconds West and a chord distance of 2.90 feet to a point, and (20) North 51 degrees 51 minutes 44 seconds East a distance of 180.00 feet to a point at lands now or formerly of Silver Spring Township; thence along lands now or formerly of Silver Spring Township the following seven (7) courses and distances: (1) by a curve to the left having a radius of 962.00 feet, an arc length of 2.44 feet, a chord bearing of which is South 38 degrees 12 minutes 38 seconds East and a chord distance of 2.44 feet to a point, (2) South 38 degrees 17 minutes 00 seconds East a distance of 370.84 feet to a point, (3) by a curve to the right having a radius of 490.00 feet, an arc length of 17.12 feet, a chord bearing of which is North 57 degrees 09 minutes 56 seconds East and a chord distance of 17.12 feet to a point, (4) North 58 degrees 10 minutes 00 seconds East a distance of 373.40 feet to a point, (5) South 31 degrees 50 minutes 00 seconds East a distance of 217.79 feet to a point, (6) by a curve to the right having a radius of 1,040.00 feet, an arc length of 383.40 feet, a chord bearing of which is South 21 degrees 16 minutes 21 seconds East and a chord distance of 381.23 feet to a point, and (7) South 74 degrees 21 minutes 00 seconds East a distance of 220.78 feet to a point at other lands labeled "Additional Real Estate"; thence along said lands labeled as "Additional Real Estate" the following fourteen (14) courses and distances: (1) South 15 degrees 39 minutes 00 seconds West a distance of 14.00 feet to a point, (2) South 74 degrees 21 minutes 00 seconds East a distance of 132.00 feet to a point, (3) by a curve to the left having a radius of 10.00 feet, an arc length of 15.71 feet, a chord bearing of which is North 60 degrees 39 minutes 15 seconds East and a chord distance of 14.14 feet to a point, (4) South 74 degrees 21 minutes 00 seconds East a distance of 48.00 feet to a point, (5) by a curve to the left having a radius of 10.00 feet, an arc length of 15.71 feet, a chord bearing of which is South 29 degrees 21 minutes 00 seconds East and a chord distance of 14.14 feet to a point, (6) South 74 degrees 21 minutes 00 seconds East a distance of 63.01 feet to a point, (7) South 15 degrees 39 minutes 00 seconds West a distance of 406.88 feet to a point, (8) by a curve to the left having a radius of 42.00 feet, an arc length of 64.13 feet, a chord bearing of which is South 28 degrees 05 minutes 30 seconds East and a chord distance of 58.08 feet to a point, (9) South 71 degrees 50 minutes 00 seconds East a distance of 223.91 feet to a point, (10) by a curve to the left having a radius of 414.00 feet, an arc length of 249.41 feet, a chord bearing of which is South 89 degrees 05 minutes 30 seconds East and a chord distance of 245.65 feet to a point, (11) North 73 degrees 39 minutes 00 seconds East a distance of 48.51 feet to a point, (12) South 16 degrees 21 minutes 00 seconds East a distance of 129.34 feet to a point, (13) North 64 degrees 18 minutes 00 seconds East a distance of 110.61 feet to a point, and (14) South 26 degrees 25 minutes 20 seconds East a distance of 48.00 feet to a point at lands labeled as "Common Land OS-4C"; thence along lands labeled as "Common Land OS-4C" the following two (2) courses and distances: (1) South 64 degrees 18 minutes 00 seconds West a distance of 4.72 feet to a point, and (2) South 25 degrees 42 minutes 00 seconds East a distance of 177.59 feet to a point at lands now or formerly of Nancy P. Julian; thence along lands now or formerly of Nancy P. Julian, South 63 degrees 38 minutes 00 seconds West a distance of 1,595.73 feet to a point at lands now or formerly of Silver Spring Township Authority; thence along lands now or formerly of Silver Spring Township Authority, North 26 degrees 22 minutes 00 seconds West a distance of 63.67 feet to a point; thence along the same South 63 degrees 38 minutes 00 seconds West a distance of 134.00 feet to a point at the northern

right-of-way of Woods Drive; thence along said northern right-of-way of Woods Drive, North 54 degrees 28 minutes 00 seconds West a distance of 1,062.97 feet to a point; thence along said northern right-of-way, by a curve to the left having a radius of 149.00 feet, an arc length of 113.32 feet, a chord bearing of which is North 74 degrees 37 minutes 18 seconds West and a chord distance of 110.61 feet to a point, being the place of BEGINNING.

CONTAINING: 3,908,771 Square Feet (89.73 Acres)

Tract 2

BEGINNING at a point along lands labeled as "OS-19 Common Land", said point being the following three (3) courses and distances: (1) South 74 degrees 21 minutes 00 seconds East a distance of 220.78 feet, (2) North 15 degrees 39 minutes 00 seconds East a distance of 77.04 feet, and (3) by a curve to the right having a radius of 238.00 feet, an arc length of 125.81 feet, a chord bearing of which is North 30 degrees 47 minutes 36 seconds East and a chord distance of 124.35 feet from the intersection of the northern right of way of Meadow Creek Lane and eastern right of way of Tavern House Hill to the point of beginning of "OS-19 Common Land"; thence along lands now or formerly of Silver Spring Township the following four (4) courses and distances: (1) North 44 degrees 03 minutes 47 seconds West a distance of 75.13 feet to a point, (2) North 30 degrees 28 minutes 00 seconds West a distance of 87.61 feet to a point, (3) North 59 degrees 32 minutes 00 seconds East a distance of 463.40 feet to a point, and (4) South 50 degrees 24 minutes 20 seconds East a distance of 84.70 feet to a point at lands labeled "Additional Real Estate"; thence along said lands labeled as "Additional Real Estate" the following five (5) courses and distances: (1) South 05 degrees 24 minutes 20 seconds East a distance of 112.97 feet to a point, (2) South 66 degrees 06 minutes 02 seconds West a distance of 122.38 feet to a point, (3) South 59 degrees 32 minutes 00 seconds West a distance of 249.23 feet to a point, (4) by a curve to the left having a radius of 224.00 feet, an arc length of 53.16 feet, and a chord bearing of which is South 52 degrees 44 minutes 07 seconds West and a chord distance of 53.03 feet to a point, and (5) North 44 degrees 03 minutes 47 seconds West a distance of 14.00 feet to a point, being the place of BEGINNING.

CONTAINING: 79,943 Square Feet (1.84 Acres)

Tract 3

BEGINNING at a point along lands labeled as "OS-4C Common Land", said point being the following two (2) courses and distances: (1) North 64 degrees 18 minutes 00 seconds East a distance of 110.61 feet, and (2) South 26 degrees 25 minutes 20 seconds East a distance of 48.00 feet from the intersection of the northern right of way of Hoke Farm Way and eastern right of way of Pierce Alley to the point of beginning of "OS-4C Common Land"; thence along lands labeled "Additional Real Estate" the following three (3) courses and distances: (1) North 64 degrees 18 minutes 00 seconds East a distance of 227.65 feet to a point, (2) by a curve to the left having a radius of 279.00 feet, an arc length of 333.63 feet, a chord bearing of which is North 30 degrees 02 minutes 35 seconds East and a chord distance of 314.10 feet to a point, and (3) North

85 degrees 52 minutes 40 seconds East a distance of 109.82 feet to a point at lands now or formerly of Donald B. & Theresa A. Fuller; thence along lands now or formerly of Donald B. & Theresa A. Fuller, Christopher J. & Erica K. Bryce, and Rivendell Property, South 04 degrees 42 minutes 44 seconds West a distance of 358.54 feet to a point at lands now or formerly of Nancy P. Julian; thence along lands now or formerly of Nancy P. Julian, South 63 degrees 38 minutes 00 seconds West a distance of 412.63 feet to a point at lands labeled "OS-4A"; thence along lands labeled as "OS-4A" and through Lot 472, North 25 degrees 42 minutes 00 seconds West a distance of 177.59 feet to a point along the southern right of way of Hoke Farm Way; thence along the southern right of way of Hoke Farm Way, North 64 degrees 18 minutes 00 seconds East a distance of 4.72 feet to a point, being the place of BEGINNING.

CONTAINING: 104,204 Square Feet (2.39 Acres)

12

DEC 3 1 2015

32305

Prepared
By: Anthony Faranda-Diedrich
Charter Homes and Neighborhoods
1190 Dillerville Road
Lancaster, PA 17601



Parcel ID#: 38-07-0459-359

See Plw attached

Pursuant to the provisions of 68 Pa.C.S. Section 5219(c)
this Amendment to Declaration shall be recorded
in the Office of the Recorder of Deeds
in and for Cumberland County, Pennsylvania
and is to be located in the same records
as are maintained for the recording of deeds
and shall be indexed in the name of
Walden, a Planned Community (Name of Planned Community)
in the **grantor** index
and shall be indexed in the name of
Walden, a Planned Community (Name of Planned Community)
in the **grantee** index

All of the real property made subject to this Declaration, as amended
is located in
**Silver Spring Township,
Cumberland County,
Pennsylvania**

**FIFTEENTH AMENDMENT TO
DECLARATION
OF COVENANTS, RESTRICTIONS, EASEMENTS
AND ESTABLISHMENT OF HOMEOWNERS ASSOCIATION
FOR WALDEN, A PLANNED COMMUNITY
IN SILVER SPRING TOWNSHIP, CUMBERLAND COUNTY, PENNSYLVANIA**

**FIFTEENTH AMENDMENT TO
DECLARATION
OF COVENANTS, RESTRICTIONS, EASEMENTS
AND ESTABLISHMENT OF HOMEOWNERS ASSOCIATION
FOR WALDEN, A PLANNED COMMUNITY
IN SILVER SPRING TOWNSHIP, CUMBERLAND COUNTY, PENNSYLVANIA**

This Fifteenth Amendment to Declaration is made this 17th day of December, 2015 by Charter Homes at Walden, Inc., a Pennsylvania corporation, the Declarant of Walden, a Planned Community.

PREAMBLE

WHEREAS, the Subject Property (as such term is defined in Section 1.61 of this Declaration, as amended) has been made subject to the terms and conditions of this Declaration by the following documents of record in the Office of the Recorder of deeds in and for Cumberland County, Pennsylvania (collectively, the "Declaration"):

Declaration of Covenants, Restrictions, Easements and Establishment of Homeowners Association for Walden, a Planned Community in Silver Spring Township, Cumberland County, Pennsylvania as Instrument Number 200732950, as amended by:
First Amendment as Instrument Number 200940104,
Second Amendment as Instrument Number 201126996,
Third Amendment as Instrument Number 201207757,
Fourth Amendment as Instrument Number 201225051,
Fifth Amendment as Instrument Number 201235584,
Sixth Amendment as Instrument Number 201308161,
Seventh Amendment as Instrument Number 201317632,
Eighth Amendment as Instrument Number 201330361,
Ninth Amendment as Instrument Number 201333549;
Tenth Amendment as Instrument Number 201401758;
Eleventh Amendment as Instrument Number 201412157;
Twelfth Amendment as Instrument Number 201418159;
Thirteenth Amendment as Instrument Number 201421373; and
Fourteenth Amendment as Instrument Number 201513425; and

WHEREAS, the Declaration was executed by Charter Homes at Walden, a Pennsylvania corporation ("Declarant") in accordance with the provisions of the Pennsylvania Uniform Planned Community Act, 68 P.C.S.A. §5101, *et seq.* (the "Act"); and

WHEREAS, the Declarant is the sole owner of the real property (the "Accretion Property") described in Exhibit "J" attached to this Fourteenth Amendment to Declaration and made a part of this Declaration excluding thereout and therefrom the real property described in Exhibit "I" attached to this Declaration; and

WHEREAS, the Accretion Property includes portions of Property Phases 4 and 6 of the Subject Property, which have been approved for subdivision by Silver Spring Township, Cumberland County, Pennsylvania as shown on that certain plan identified as *Revised Preliminary Subdivision Plan - Phases 2B, 4, 5A, 5B, 6, 8A, 8B and 9 and Final Subdivision Plan - Phases 2B, 4, 5A, and 8A, Walden, Silver Spring Township, Cumberland County, Pennsylvania* (herein referred to as "Phases 2B, 4, 5A, and 8A Final Subdivision Plan") of record in the Office of the Recorder of Deeds in and for Cumberland County, Pennsylvania as Instrument Number 201502536; and

WHEREAS, pursuant to the provisions of Section 3.9 of this Declaration, the right is reserved, to the Declarant, until that date (the "Incorporation Termination Date") which is the later of (a) August 22, 2017 (being ten years after the recording of this Declaration), or (b) 120 days after municipal approval or denial of each particular Property Phase's final plat which was filed prior to the deadline approved or modified by the municipal governing body pursuant to section 508(4)(v) of the act of July 31, 1968 (P.L. 805, No. 247), known as the Pennsylvania Municipalities Planning Code, or, in the event of an appeal from the municipal approval or denial of such final plat, 120 days after a final judgment on appeal, the unrestricted option to make subject, or to refrain from making subject, to this Declaration and to the provisions, terms and conditions of this Declaration, some, or all, of the Additional Real Estate and, if making subject to this Declaration, (i) to within such Additional Real Estate designate parts thereof as Units, Common Elements, and Limited Common Elements, and (ii) to designate all, none, or any part of such Additional Real Estate made subject to this Declaration as a Voisinage or as a part of an existing Voisinage; and

WHEREAS, the Accretion Property is a portion of the Additional Real Estate and this Fifteenth Amendment is executed and recorded prior to the Incorporation Termination Date; and

WHEREAS, in accordance with the provisions of Section 3.9 of this Declaration, the Declarant desires to amend the Declaration pursuant to the provisions of Section 5219 of the Act in accordance with Section 5211(a) of the Act, for the purpose of making the Accretion Property subject to the terms and conditions of this Declaration and to within such Accretion Property made subject to the terms and conditions of this Declaration designate parts thereof as Units, Common Elements, and Limited Common Elements; and

WHEREAS, as of the date of this Amendment, there are no Eligible Mortgage Holders (as such term is defined in Section 8.2.5 of this Declaration); and

WHEREAS, This Amendment contains no provisions impairing or affecting the rights priorities, remedies, or interests of Silver Spring Township, Cumberland County, Pennsylvania and the prior written consent of Silver Spring Township is not required for adoption.

NOW, THEREFORE, this Declaration is amended as follows:

1. Section 1.51 of this Declaration is **modified** with additions indicated by double underline (thus: added) and deletions indicated by strike through (thus: ~~deleted~~) as follows:

1.51. "Plat(s) and Plan(s)" shall mean and refer to the drawings attached to the ~~Fourteenth~~ Fifteenth Amendment to Declaration as supplemented by (a) Sheets "P-1" through "P-15" inclusive of the Plats and Plans attached to the Third Amendment to Declaration, (b) Sheets "P-16" through "P-23" inclusive of the Plats and Plans attached to the Fifth Amendment to Declaration, (c) Sheets "P-24" through "P-36" inclusive of the Plats and Plans attached to the Sixth Amendment to Declaration, and (d) Sheets "P-37" through "P-41" inclusive of the Plats and Plans attached to the Eighth Amendment to Declaration, all as pursuant to § 5210 of the Act depicting and identifying the location and dimensions of the Subject Property, Unit identifying numbers or other designators, the location and dimensions of Unit boundaries, the location and dimensions of Limited Common Elements, the location and dimensions of Voisinages, the location and dimensions of easements serving or burdening the Subject Property, the locations and dimensions of Withdrawable Real Estate, the locations and dimensions of Additional Real Estate, and other matters customarily shown on land surveys.

2. Section 1.61 of this Declaration is **modified** with additions indicated by double underline (thus: added) and deletions indicated by strike through (thus: ~~deleted~~) as follows:

1.61. "Subject Property" shall mean and refer to that certain real property described in Exhibit "I" ~~Exhibit "J"~~ attached hereto and made a part hereof, and such additions thereto, if any, as may be hereafter made subject to the provisions, terms and conditions of this Declaration.

3. Pursuant to the requirements of Section 2.1.2.3 of this Declaration:

Units 318 through 334 inclusive, 344 through 345 inclusive, and Units 434 through 438 inclusive are hereby designated as Solely Residential Dwelling Lot Units.

4. Section 2.1.2.4 of this Declaration is **modified** with additions indicated by double underline (thus: added) and deletions indicated by strike through (thus: ~~deleted~~) as follows:

2.1.2.4. A maximum of ~~Three Hundred Eighty Five (385)~~ Three Hundred Sixty One (361) Units may be created by the subdivision or conversion of Units owned by a Declarant.

5. Section 2.2 of this Declaration is **modified** with additions indicated by double underline (thus: added) and deletions indicated by strike through (thus: ~~deleted~~) as follows:

2.2. Property subject to this Declaration

The real property which is, and shall be, held, transferred, sold, conveyed and occupied subject to this Declaration is the Subject Property, located in Silver Spring Township, Cumberland County, Pennsylvania, as described in ~~Exhibit "I"~~ Exhibit "J" attached hereto and made a part hereof.

There is no real estate in which the Unit Owners will own only an estate for years, and there are no noncontiguous parcels of real estate comprising the Community.

Encroachments by or upon any portion of the Community are shown on the Plat(s) and Plan(s).

6. Section 2.4 of this Declaration is **modified** with additions indicated by double underline (thus: added) and deletions indicated by strike through (thus: ~~deleted~~) as follows:

2.4. Plat(s) and Plan(s)

The Plat(s) and Plan(s) are comprised of the following components, which together constitute the Plats and Plans of Walden, a Planned Community:

- 2.4.1. Plat(s) and Plan(s) attached to the ~~Fourteenth~~ Fifteenth Amendment to this Declaration as supplemented by:
- 2.4.1.1. Sheets "P-1" through "P-15" of the Plats and Plans attached to the Third Amendment to Declaration; and
- 2.4.1.2. Sheets "P-16" through "P-23" inclusive of the Plats and Plans attached to the Fifth Amendment to Declaration; and
- 2.4.1.3. Sheets "P-24" through "P-36" inclusive of the Plats and Plans attached to the Sixth Amendment to Declaration,
- 2.4.1.4. Sheets "P-37" through "P-41" inclusive of the Plats and Plans attached to the Eighth Amendment to Declaration.

Existing improvements to the Subject Property are shown on the Plat(s) and Plan(s). All Community Improvements (as such term is defined in Section 1.20 of this Declaration) shown on the Plat(s) and Plan(s) MUST BE BUILT and the intended location and dimensions of all such Community Improvements (the location and dimensions of which are capable of being shown on a plan) are shown on the Plat(s) and Plan(s).

The location and dimensions of all easements serving or burdening any portion of the Subject Property (the location and dimensions of which are capable of being shown on a plan) are shown on the Plat(s) and Plan(s).

7. The third paragraph of Section 2.6 of this Declaration is **modified** with additions indicated by double underline (thus: added) and deletions indicated by strike through (thus: ~~deleted~~) as follows:

There are ~~Four Hundred Ninety-Five (495)~~ Five Hundred Nineteen (519) Units in the Subject Property.

8. Section 2.6.1.1 of this Declaration is **modified** with additions indicated by double underline (thus: added) and deletions indicated by strike through (thus: ~~deleted~~) as follows:

2.6.1.1. Dwelling Lot Units

Units identified as Unit Numbers 1 through 47, 53 through 68, 69A through 69D, 70A through 70D, 71A through 71D, 72A through 72C, 78 through 99, 100A through 100D, 101A through 101E, 105 through 126, 132 through 185, 191 through 195, 205 through 225, 228 through 243, 245 through 252, 253A through 253D, 254A through 254D, 255A through 255C, 256A through 256D, 257A through 257D, 258A through 258E, 259 through 261, 267 through 290, 290A, 290B, 291 through 301, 304 through ~~317, 335 through 343-345~~, 353 through 393, 434 through 438, 440 through 447, 452 through 485, 504 through 508, 584 through 591, 720 through 723, 725 through 739, and 741 through 755 on the Plat(s) and Plan(s) are designated as Dwelling Lot Units.

9. Section 2.6.1.1.1 of this Declaration is **modified** with additions indicated by double underline (thus: added) and deletions indicated by strike through (thus: ~~deleted~~) as follows:

2.6.1.1.1 Solely Residential Dwelling Lot Units

Units identified as Unit Numbers 1 through 47, 53 through 68, 69A through 69D, 70A through 70D, 71A through 71D, 72A through 72C, 78 through 99, 100A through 100D, 101A through 101E, 105 through 126, 132 through 185, 191 through 195, 205 through 225, 228 through 243, 245 through 252, 253A through 253D, 254A through 254D, 255A through 255C, 256A through 256D, 257A through 257D, 258A through 258E, 259 through 261, 267 through 290, 290A, 290B, 291 through 301, 304 through ~~317, 335 through 343-345~~, 353 through 393, 434 through 438, 440 through 447, 452 through 485, 504 through 508, 584 through 591, 720 through 723, 725 through 739, and 741 through 755 on the Plat(s) and Plan(s) are designated as Solely Residential Dwelling Lot Units.

10. Section 2.9 of this Declaration is **modified** with additions indicated by double underline (thus: added) and deletions indicated by strike through (thus: ~~deleted~~) as follows:

2.9. Subject Property, Withdrawable Real Estate, and Additional Real Estate

The Subject Property is all of the real property described in ~~Exhibit "I"~~ Exhibit "J" attached hereto and made a part hereof in which Units and Common Elements have been created, together with such portion(s) of the Additional Real Estate which are made subject to the provisions, terms and conditions of this Declaration in any Addendum to this Declaration pursuant to the terms of Section 3.9 of this Declaration, and excluding any Withdrawable Real Estate which has been withdrawn from the provisions, terms and conditions of this Declaration in any Addendum to this Declaration pursuant to the terms of Section 3.8 of this Declaration.

Any portion or all of the Withdrawable Real Estate which has been withdrawn from the Subject Property and from the provisions, terms and conditions of this Declaration pursuant to the provisions of Section 3.8 of this Declaration shall thereafter be Additional Real Estate in which additional Units, Common Elements, and Limited Common Elements may be created.

11. Section 3.7.9.2.9 of this Declaration is **modified** with additions indicated by double underline (thus: added) as follows:

3.7.9.12. Subject to Declaration of Covenants, Restrictions, Easements and Establishment of Homeowners Association for Walden in Instrument No. 200732950; Plan in Right-of-Way Instrument No. 200732951; First Amendment in Instrument No. 200940104; Second Amendment in Instrument No. 201126996, Third Amendment in Instrument No. 201207757, Fourth Amendment in Instrument No. 201225501, Fifth Amendment in Instrument No. 201235584, Sixth Amendment in Instrument No. 201308161, Seventh Amendment in Instrument No. 201317362, Eighth Amendment in Instrument No. 201330361, Ninth Amendment as Instrument Number 201333549, Tenth Amendment as Instrument Number 201401758, Eleventh Amendment as Instrument Number 201412157; Twelfth Amendment as Instrument Number 201418159; Thirteenth Amendment as Number 201421373, Fourteenth Amendment as Instrument Number 201513425; and as further amended.

12. Section 3.9.4.1 of this Declaration is **modified** with additions indicated by double underline (thus: added) and deletions indicated by strike through (thus: ~~deleted~~) as follows:

3.9.4.1. a maximum of ~~Three Hundred Eighty Five (385)~~ Three Hundred Sixty One (361) Units may be created within the Additional Real Estate, a maximum of twenty five (25) Units per acre may be created within the Additional Real Estate; and all Units within Additional Real Estate shall be not be restricted exclusively to residential use; and

EXHIBIT "J"

Description of Subject Property

ALL THAT CERTAIN tracts or parcels of land, situated, lying, and being in the Township of Silver Spring, County of Cumberland and Commonwealth of Pennsylvania, being land improved upon and shown on plan titled, "Plats and Plans, Walden, A Planned Community," dated November 04, 2015, by Alpha Consulting Engineers Inc., more particularly described as follows:

Tract 1

BEGINNING at a point along the northern right-of-way of Woods Drive and at lands now or formerly of Franklin & June Kauffman, said point being the western property corner of lands labeled as "769" on aforementioned plan; thence along lands now or formerly of Franklin E. & June E. Kauffman, and James N. & Ruth M. Potteiger, North 40 degrees 56 minutes 00 seconds West a distance of 276.98 feet to a point at lands now or formerly of James N. & Ruth M. Potteiger; thence along lands now or formerly of James N. & Ruth M. Potteiger, North 42 degrees 00 minutes 00 seconds East a distance of 26.40 feet to a point at lands now or formerly of James N. & Ruth M. Potteiger, said point being a common corner at lands labeled as "Unit T2B"; thence along lands now or formerly of James N. & Ruth M. Potteiger and Gary E. Potteiger, Cindy Putt, Jae A., James N. & Sue A. Harley, North 42 degrees 44 minutes 00 seconds West a distance of 544.46 feet to a point at lands now or formerly of Gary E. Potteiger, Cindy Putt, Jae A., James N. & Sue A. Harley; thence along lands now or formerly of Gary E. Potteiger, Cindy Putt, Jae A., James N. & Sue A. Harley, North 28 degrees 35 minutes 00 seconds West a distance of 137.50 feet to a point at lands labeled as "Additional Real Estate"; thence along said lands labeled as "Additional Real Estate" the following twenty-one (21) courses and distances: (1) North 43 degrees 41 minutes 40 seconds East a distance of 140.97 feet to a point, (2) by a curve to the right having a radius of 126.00 feet, an arc length of 24.32 feet, a chord bearing of which is North 40 degrees 46 minutes 39 seconds West and a chord distance of 24.28 feet to a point, (3) North 48 degrees 08 minutes 34 seconds East a distance of 103.32 feet to a point, (4) North 09 degrees 15 minutes 07 seconds East a distance of 225.95 feet to a point, (5) by a curve to the left having a radius of 242.00 feet, an arc length of 7.99 feet, a chord bearing of which is North 08 degrees 18 minutes 20 seconds East and a chord distance of 7.99 feet to a point, (6) South 81 degrees 50 minutes 15 seconds East a distance of 125.41 feet to a point, (7) North 10 degrees 14 minutes 04 seconds East a distance of 209.84 feet to a point, (8) by a curve to the left having a radius of 10.00 feet, an arc length of 10.48 feet, a chord of which is North 19 degrees 46 minutes 16 seconds West and a chord distance of 10.01 feet to a point, (9) North 40 degrees 12 minutes 27 seconds East a distance of 48.00 feet to a point, (10) by a curve to the left having a radius of 376.01 feet, an arc length of 196.59 feet, a chord bearing of which is South 64 degrees 46 minutes 16 seconds East and a chord distance of 194.36 feet to a point, (11) South 79 degrees 45 minutes 00 seconds East a distance of 226.06 feet to a point, (12) North 34 degrees 36 minutes 00 seconds West a distance of 194.14 feet to a point, (13) North 55 degrees 24 minutes 00 seconds East a distance of 117.78 feet to a point, (14) South 34 degrees 36 minutes 00 seconds East a distance of 16.44 feet to a point, (15) North 55 degrees 24 minutes 00 seconds East a distance of 101.00 feet to a point, (16) North 34 degrees 36 minutes 00 seconds West a distance of 228.52 feet to a point, (17) by a curve to the right having a radius of 174.00 feet, an arc length of 27.99 feet, a chord bearing of which is North

29 degrees 59 minutes 28 seconds West and a chord distance of 27.96 feet to a point, (18) by a curve to the left having a radius of 10.00 feet, an arc length of 15.75 feet, a chord bearing of which is North 70 degrees 30 minutes 32 seconds West and a chord distance of 14.17 feet to a point, (19) North 25 degrees 38 minutes 08 seconds West a distance of 48.00 feet to a point, (20) North 64 degrees 21 minutes 52 seconds East a distance of 14.99 feet to a point, and (21) North 25 degrees 38 minutes 08 seconds West a distance of 106.03 feet to a point at lands now or formerly of UD Properties; thence along lands now or formerly of UD Properties, North 64 degrees 39 minutes 00 seconds East a distance of 322.92 feet to a point at lands now or formerly of Silver Spring Township; thence along lands now or formerly of Silver Spring Township the following nine (9) courses and distances: (1) South 25 degrees 21 minutes 00 seconds East a distance of 139.19 feet to a point, (2) South 34 degrees 36 minutes 00 seconds East a distance of 315.35 feet to a point, (3) by a curve to the left having a radius of 962.00 feet, an arc length of 61.84 feet, a chord bearing of which is South 36 degrees 26 minutes 30 seconds East and a chord distance of 61.83 feet to a point, (4) South 38 degrees 17 minutes 00 seconds East a distance of 370.84 feet to a point, (5) by a curve to the right having a radius of 490.00 feet, an arc length of 17.12 feet, a chord bearing of which is North 57 degrees 09 minutes 56 seconds East and a chord distance of 17.12 feet to a point, (6) North 58 degrees 10 minutes 00 seconds East a distance of 373.40 feet to a point, (7) South 31 degrees 50 minutes 00 seconds East a distance of 217.79 feet to a point, (8) by a curve to the right having a radius of 1,040.00 feet, an arc length of 383.40 feet, a chord bearing of which is South 21 degrees 16 minutes 21 seconds East and a chord distance of 381.23 feet to a point, and (9) South 74 degrees 21 minutes 00 seconds East a distance of 220.78 feet to a point at other lands labeled "Additional Real Estate"; thence along said lands labeled as "Additional Real Estate" the following fourteen (14) courses and distances: (1) South 15 degrees 39 minutes 00 seconds West a distance of 14.00 feet to a point, (2) South 74 degrees 21 minutes 00 seconds East a distance of 132.00 feet to a point, (3) by a curve to the left having a radius of 10.00 feet, an arc length of 15.71 feet, a chord bearing of which is North 60 degrees 39 minutes 15 seconds East and a chord distance of 14.14 feet to a point, (4) South 74 degrees 21 minutes 00 seconds East a distance of 48.00 feet to a point, (5) by a curve to the left having a radius of 10.00 feet, an arc length of 15.71 feet, a chord bearing of which is South 29 degrees 21 minutes 00 seconds East and a chord distance of 14.14 feet to a point, (6) South 74 degrees 21 minutes 00 seconds East a distance of 63.01 feet to a point, (7) South 15 degrees 39 minutes 00 seconds West a distance of 406.88 feet to a point, (8) by a curve to the left having a radius of 42.00 feet, an arc length of 64.13 feet, a chord bearing of which is South 28 degrees 05 minutes 30 seconds East and a chord distance of 58.08 feet to a point, (9) South 71 degrees 50 minutes 00 seconds East a distance of 223.91 feet to a point, (10) by a curve to the left having a radius of 414.00 feet, an arc length of 249.41 feet, a chord bearing of which is South 89 degrees 05 minutes 30 seconds East and a chord distance of 245.65 feet to a point, (11) North 73 degrees 39 minutes 00 seconds East a distance of 48.51 feet to a point, (12) South 16 degrees 21 minutes 00 seconds East a distance of 129.34 feet to a point, (13) North 64 degrees 18 minutes 00 seconds East a distance of 110.61 feet to a point, and (14) South 26 degrees 25 minutes 20 seconds East a distance of 48.00 feet to a point at lands labeled as "Common Land OS-4C"; thence along lands labeled as "Common Land OS-4C" the following two (2) courses and distances: (1) South 64 degrees 18 minutes 00 seconds West a distance of 4.72 feet to a point, and (2) South 25 degrees 42 minutes 00 seconds East a distance of 177.59 feet to a point at lands now or formerly of Nancy P. Julian; thence along lands now or formerly of Nancy P. Julian, South 63 degrees 38 minutes 00 seconds West a distance of 1,595.73 feet to a point at lands now or formerly of Silver Spring Township Authority; thence along lands now or formerly of Silver Spring Township Authority, North 26 degrees 22 minutes 00 seconds West a distance of 63.67 feet to a point; thence along the same South 63 degrees 38 minutes 00 seconds West a distance of 134.00 feet to a point at the northern right-

of-way of Woods Drive; thence along said northern right-of-way of Woods Drive, North 54 degrees 28 minutes 00 seconds West a distance of 1,062.97 feet to a point; thence along said northern right-of-way, by a curve to the left having a radius of 149.00 feet, an arc length of 113.32 feet, a chord bearing of which is North 74 degrees 37 minutes 18 seconds West and a chord distance of 110.61 feet to a point, being the place of BEGINNING.

CONTAINING: 4,097,030 Square Feet (94.05 Acres)

Tract 2

BEGINNING at a point along lands labeled as "OS-19 Common Land", said point being the following three (3) courses and distances: (1) South 74 degrees 21 minutes 00 seconds East a distance of 220.78 feet, (2) North 15 degrees 39 minutes 00 seconds East a distance of 77.04 feet, and (3) by a curve to the right having a radius of 238.00 feet, an arc length of 125.81 feet, a chord bearing of which is North 30 degrees 47 minutes 36 seconds East and a chord distance of 124.35 feet from the intersection of the northern right of way of Meadow Creek Lane and eastern right of way of Tavern House Hill to the point of beginning of "OS-19 Common Land"; thence along lands now or formerly of Silver Spring Township the following four (4) courses and distances: (1) North 44 degrees 03 minutes 47 seconds West a distance of 75.13 feet to a point, (2) North 30 degrees 28 minutes 00 seconds West a distance of 87.61 feet to a point, (3) North 59 degrees 32 minutes 00 seconds East a distance of 463.40 feet to a point, and (4) South 50 degrees 24 minutes 20 seconds East a distance of 84.70 feet to a point at lands labeled "Additional Real Estate"; thence along said lands labeled as "Additional Real Estate" the following five (5) courses and distances: (1) South 05 degrees 24 minutes 20 seconds East a distance of 112.97 feet to a point, (2) South 66 degrees 06 minutes 02 seconds West a distance of 122.38 feet to a point, (3) South 59 degrees 32 minutes 00 seconds West a distance of 249.23 feet to a point, (4) by a curve to the left having a radius of 224.00 feet, an arc length of 53.16 feet, and a chord bearing of which is South 52 degrees 44 minutes 07 seconds West and a chord distance of 53.03 feet to a point, and (5) North 44 degrees 03 minutes 47 seconds West a distance of 14.00 feet to a point, being the place of BEGINNING.

CONTAINING: 79,943 Square Feet (1.84 Acres)

Tract 3

BEGINNING at a point along lands labeled as "OS-4C Common Land", said point being the following two (2) courses and distances: (1) North 64 degrees 18 minutes 00 seconds East a distance of 110.61 feet, and (2) South 26 degrees 25 minutes 20 seconds East a distance of 48.00 feet from the intersection of the northern right of way of Hoke Farm Way and eastern right of way of Pierce Alley to the point of beginning of "OS-4C Common Land"; thence along lands labeled "Additional Real Estate" the following three (3) courses and distances: (1) North 64 degrees 18 minutes 00 seconds East a distance of 227.65 feet to a point, (2) by a curve to the left having a radius of 279.00 feet, an arc length of 333.63 feet, a chord bearing of which is North 30 degrees 02 minutes 35 seconds East and a chord distance of 314.10 feet to a point, and (3) North 85 degrees 52 minutes 40 seconds East a distance of 109.82 feet to a point at lands now or formerly of Donald B. & Theresa A. Fuller; thence along lands now or formerly of Donald B. & Theresa A. Fuller, Christopher J. & Erica K. Bryce, and Rivendell Property, South 04

degrees 42 minutes 44 seconds West a distance of 358.54 feet to a point at lands now or formerly of Nancy P. Julian; thence along lands now or formerly of Nancy P. Julian, South 63 degrees 38 minutes 00 seconds West a distance of 412.63 feet to a point at lands labeled "OS-4A"; thence along lands labeled as "OS-4A" and through Lot 472, North 25 degrees 42 minutes 00 seconds West a distance of 177.59 feet to a point along the southern right of way of Hoke Farm Way; thence along the southern right of way of Hoke Farm Way, North 64 degrees 18 minutes 00 seconds East a distance of 4.72 feet to a point, being the place of BEGINNING.

CONTAINING: 104,204 Square Feet (2.39 Acres)

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



Instrument Number - 201532305

Recorded On 12/21/2015 At 3:57:12 PM

*** Total Pages - 13**

*** Instrument Type - AMENDMENT**

Invoice Number - 198561 User ID - SW

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

*** Grantee - CHARTER HOMES AT WALDEN INC**

*** Customer - CHARTER HOMES**

*** FEES**

STATE WRIT TAX	\$0.50
RECORDING FEES -	\$73.50
RECORDER OF DEEDS	
PARCEL CERTIFICATION	\$15.00
FEES	
COUNTY ARCHIVES FEE	\$2.00
ROD ARCHIVES FEE	\$3.00
TOTAL PAID	\$94.00

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.**





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UPI No. 38-07-0459-000

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NOTE TO RECORDER'S OFFICE:
Pursuant to Section 5219(c) of the Pennsylvania Uniform Planned Community Act, please index this Amendment in the name of "Walden, a Planned Community" in both the Grantor and Grantee indexes

Prepared by and return to:
Erik M. Hume, Esquire
McNees Wallace & Nurick LLC
100 Pine Street
P.O. Box 1166
Harrisburg, PA 17108

SIXTEENTH AMENDMENT TO DECLARATION OF
COVENANTS, RESTRICTIONS, EASEMENTS AND ESTABLISHMENT
OF HOMEOWNERS ASSOCIATION
FOR
WALDEN, A PLANNED COMMUNITY
IN SILVER SPRING TOWNSHIP, CUMBERLAND COUNTY, PENNSYLVANIA

This Sixteenth Amendment ("Amendment") is made as of this 13th day of June, 2016, by Charter Homes at Walden, Inc., a Pennsylvania corporation ("Declarant").

BACKGROUND:

A. Pursuant to a certain Declaration of Covenants, Restrictions, Easements and Establishment of Homeowners Association for Walden, A Planned Community in Silver Spring Township, Cumberland County, Pennsylvania, dated August 22, 2007, executed by Declarant and recorded in the Office of the Recorder of Deeds in and for Cumberland County, Pennsylvania, as Instrument No. 200732950 (together with the Plats and Plans attached thereto, and as amended, the "Declaration"), Declarant submitted to the provisions

See R/W Attached

of the Pennsylvania Uniform Planned Community Act, 68 Pa. C.S. §5101, et seq. (the "Act") certain real estate located in Silver Spring Township, Cumberland County, Pennsylvania, as described in Exhibit "B" to the Declaration and created a flexible planned community known as "Walden, A Planned Community" (the "Community").

B. The Community is subject in all respects to the Subdivision Plans (as defined in Section 1.60 of the Declaration), including those portions of the Subdivision Plans governing Post Construction Stormwater Management ("PCSM"). The most recent PCSM Plan is attached hereto as Exhibit "A" and incorporated herein by reference (the "PCSM Plan").

C. In connection with the proposed development, the Property is included within the boundary of an NPDES Permit for Discharges Associated with Construction Activity (PAI2-0321-04-002), which identifies certain post construction best management practices located on the Property and depicted on the PCSM Plan (the "BMPs").

D. The Community is further subject to the Operation and Maintenance Agreements Stormwater Management Best Management Practices (SWMBMPs) with Silver Spring Township, the first being dated March 15, 2013, and recorded in the Cumberland County Recorder of Deeds Office as Instrument No. 201313404, and the second being dated January 19, 2015 and recorded in the Cumberland County Recorder of Deeds Office as Instrument No. 201511501 (collectively, the "O&M Agreement"). The O&M Agreement, together with the PCSM Plan, outlines all applicable operation and maintenance activities for the BMPs.

E. Pursuant to Section 3.7.10 of the Declaration, Declarant reserved the right to create easements for the benefit of Governmental/Public Service Entities as may be necessary for the orderly and safe development of the Community.

F. Pursuant to Section 3.7.7 of the Declaration, Declarant reserved an unlimited blanket easement and right of way on the Overall Parcel for the purpose of discharging all of the Declarant's obligations or exercising Declarant's rights set forth in the Declaration, including the construction and modification of structures and common facilities, including Storm Water Facilities (as defined in Section 1.58.1 of the Declaration).

G. Pursuant to Section 3.7.6 of the Declaration, easements were reserved and granted to any Governmental/Public Service Entity for the placement and maintenance of utility service equipment, facilities and components, including facilities for stormwater management.

H. Pursuant to Sections 1.58.2, 3.7.2 and 3.7.5.1 of the Declaration, the Units and Common Elements are subject to easements the discharge of stormwater and the purposes of installing, operating, inspecting, replacing, adding to, maintaining and repairing the Storm Water Facilities (as defined in Section .

I. Declarant now desires to amend the Declaration to confirm and declare an easement for regulation and maintenance of stormwater management facilities and BMPs as set forth herein.

J. Walden Neighborhood Association, Inc. (the "Association") hereby joins in this Amendment for the purpose of consenting to the provisions hereof and agreeing to be bound hereby.

K. All capitalized terms used herein which are not defined herein shall have the meanings specified in the Declaration.

NOW, THEREFORE, pursuant to and in compliance with the Declaration and the Act, Declarant hereby amends the Declaration as follows:

1. Declarant hereby confirms and declares an easement in favor of Declarant and the Association pursuant to Sections 1.58.2, 3.7.2, 3.7.5.1, 3.7.6, 3.7.7 and 3.7.10 of

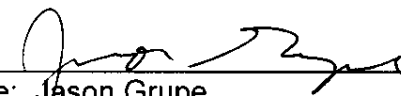
the Declaration for regulation and maintenance of stormwater management facilities and BMPs located within the Community, as depicted on the PCSM Plan, as the same may be amended and supplemented from time to time.

2. In accordance with the Declaration, the Association is responsible for maintenance of the Storm Water Facilities, including all such facilities located on the Common Elements and those facilities within Unit boundaries; provided, however, that use of the Common Elements and the Units and maintenance of all stormwater management facilities and BMPs in the Community shall be subject in all respects to the restrictions and conditions set forth in the PCSM Plan, the O&M Agreement and the Community Documents, as the same may be amended from time to time.

3. Except as modified by this Amendment, all of the terms and provisions of the Community Documents are hereby expressly ratified and confirmed and shall remain in full force and effect. The Background section of the Amendment is incorporated herein as if set forth in full.

IN WITNESS WHEREOF, the Declarant has caused this Amendment to be executed as of the day and year first above written.

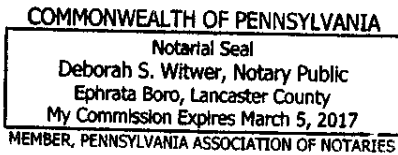
DECLARANT:
CHARTER HOMES AT WALDEN, INC.

By: 
Name: Jason Grupe
Title: Vice President

COMMONWEALTH OF PENNSYLVANIA :
 :
COUNTY OF LANCASTER : SS:
 :

On this, the 13th day of June, 2016, before me, a Notary Public, the undersigned officer, personally appeared Jason Grupe, who acknowledged himself to be the Vice President of CHARTER HOMES AT WALDEN, INC., a Pennsylvania corporation, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as such officer.

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



Deborah S. Witwer
Notary Public

(SEAL)

My commission expires:

EXHIBIT "A"

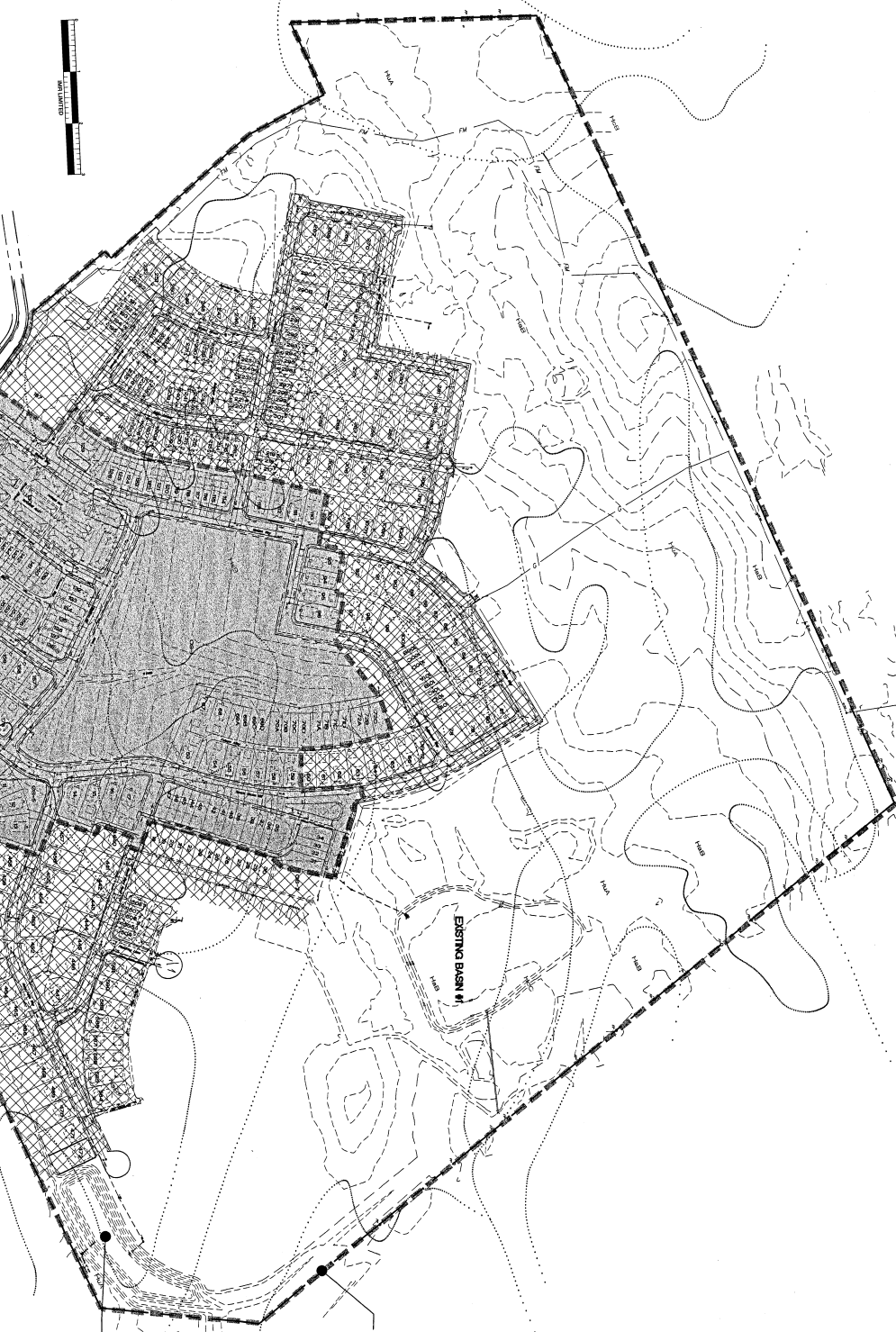
[Insert PCSM Plan]

LEGEND

- PROPERTY LINE
- EXISTING CONTOUR
- EXISTING ELEVATION
- EXISTING ELEVATION OF 2' YEAR FLOOD
- EXISTING STRUCTURE (7'5")
- EXISTING FURNACE/EQUIPMENT
- EXISTING STORM SEWER LINE
- EXISTING STORM SEWER PIPE AND MANHOLE
- EXISTING STORM SEWER LINE AND MANHOLE

AREA GENERALLY UNDER CONSTRUCTION AND AREAS COMPLETED PER APPROVED PERMIT

AREA COMPLETED UNDER ORIGINAL PERMIT FROM PERMIT AND THAT IS GREATER THAN THIS STANDARD



NOTE: THE EXISTING FEATURES REFERENCED ON THIS SHEET CORRESPOND TO A SURVEY CONDUCTED BY 2012 SUPPLEMENTED WITH INFORMATION FROM RECORDED PLANS.

SITE ADDRESS:
 110 WOODS DRIVE
 MECHANICSBURG,
 PA 17050

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

SITE: 6352 ACRES

PERMIT: 3352 ACRES

NO.	DATE	DESCRIPTION	BY



PROJECT NO.:
 152

SHEET NO.:
 2 of 17

POST CONSTRUCTION STORMWATER MANAGEMENT PLAN
 MINOR AMENDMENT TO PA103214002
 SENSITIVE RESOURCES MAP
WALDEN
 SILVER SPRING TOWNSHIP, CUMBERLAND COUNTY, PENNSYLVANIA

SEAL

ALPHA PLANNING • ENGINEERING • SURVEYING
 ALPHA CONSULTING ENGINEERS, INC.
 115 LIMCKLIN RD., P.O. BOX 157
 NEW CUMBERLAND, PA 17070
 PHONE (717) 770 - 2500
 FAX: (717) 770 - 2400
 WWW.ALPHACELL.COM

DESIGN: CAB
DRAWN: CAB
CHECKED: RAC
DATE: 12-24-14

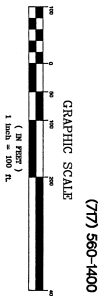
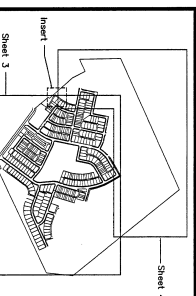
SEE INSERT FOR CONTINUATION

SEE SHEET 4 FOR CONTINUATION

LEGEND

- PROPERTY LINE
- EXISTING CONVEYANCE
- EXISTING EASE OF WAY
- EXISTING EASE OF WAY
- EXISTING STRUCTURE (TYP)
- EXISTING WATER LINE
- EXISTING SANITARY SEWER LINE
- PRE-DEVELOPMENT DRAINAGE AREA
- EXISTING WATER LINE
- EXISTING SANITARY SEWER LINE
- PRE-DEVELOPMENT DRAINAGE AREA
- EXISTING WATER LINE
- EXISTING SANITARY SEWER LINE
- PRE-DEVELOPMENT DRAINAGE AREA
- EXISTING WATER LINE
- EXISTING SANITARY SEWER LINE
- PRE-DEVELOPMENT DRAINAGE AREA

AREA CURRENTLY UNDER CONSTRUCTION AND BEING COMPLETED PER APPROVED PERMITS PERMITS AND THAT IS GREATER THAN ONE STABILIZED



NOTE: THE EXISTING FEATURES REFERENCED ON THIS SHEET CORRESPOND TO A SURVEY CONDUCTED BY 2012 SUPERIMPOSED WITH INFORMATION FROM 2012 DRAINAGE BOUNDARIES SHOWN ON THIS PLAN SHEET ARE FROM THE POST CONSTRUCTION NIMBLE DATED JULY 2, 2013 AND LAST REVISION AUGUST 12, 2014.

SITE ADDRESS:
 110 WOODS DRIVE
 MECHANICSBURG,
 PA 17050

OWNER / DEVELOPER:
 CHARTER HOMES AT WALDEN, INC.
 180 DILLERLE ROAD
 LANCASTER, PA 17601
 (717) 560-4100

PROJECT NO.:
 SURVEY BOOK:
 SCALE: 1" = 100'
 DATE: 12-24-2014
 SHEET 3 OF 17

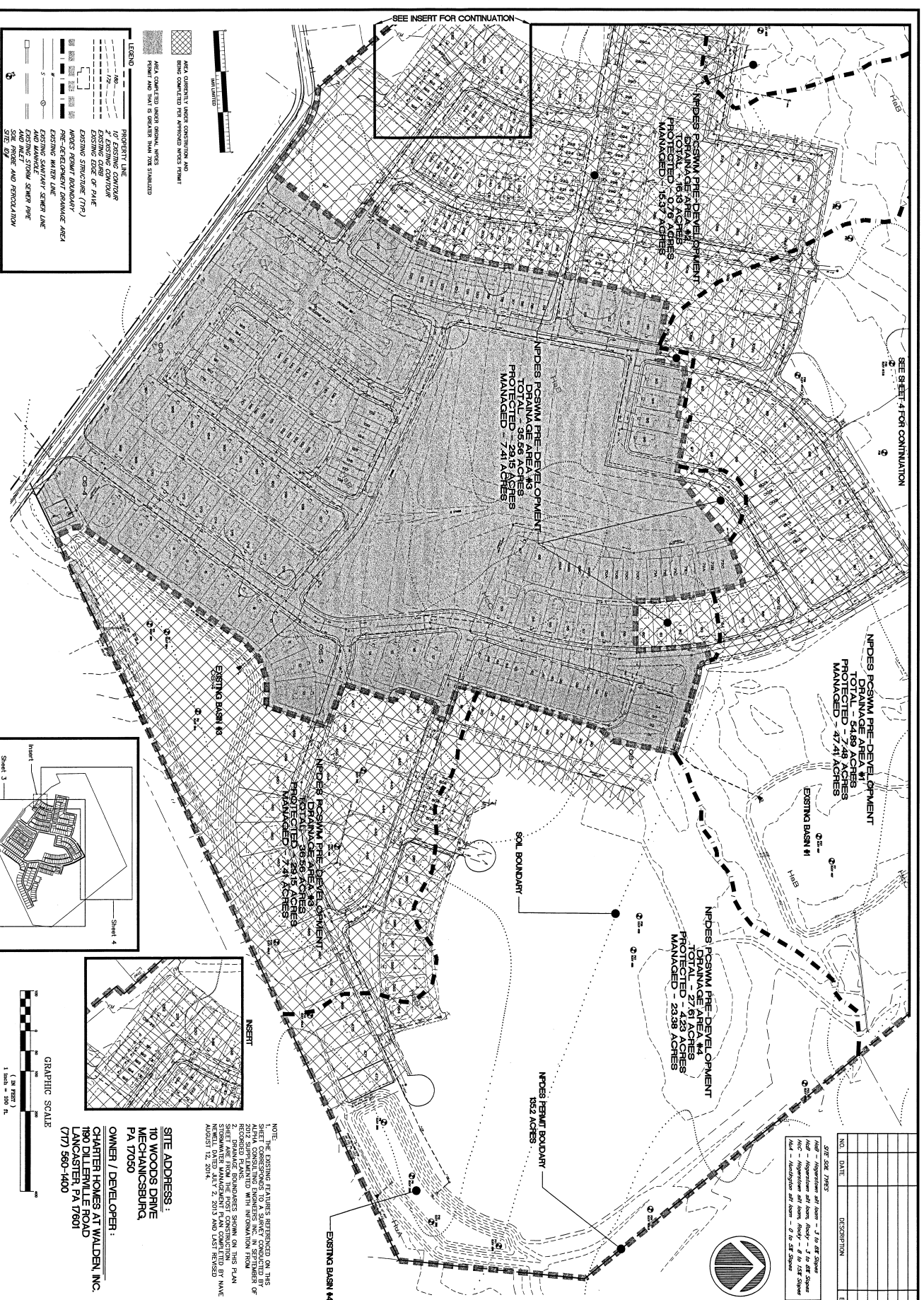
POST CONSTRUCTION STORMWATER MANAGEMENT PLAN
 MNOR AMENDMENT TO PA03214002
 SENSITIVE RESOURCES MAP
WALDEN
 SILVER SPRING TOWNSHIP, CUMBERLAND COUNTY, PENNSYLVANIA

SEAL

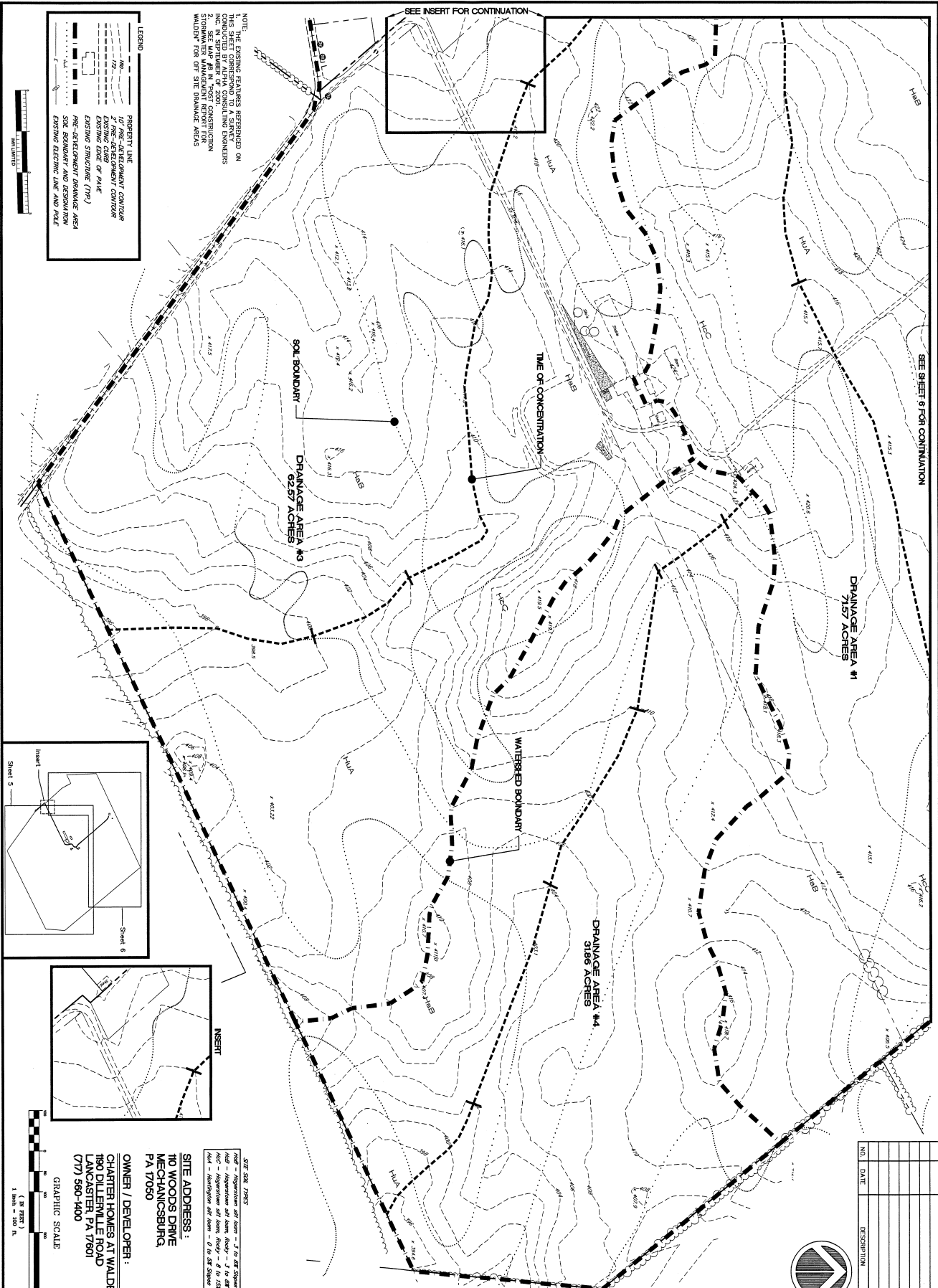
SEAL

ALPHA
 ALPHA CONSULTING ENGINEERS, INC.
 PLANNING & ENGINEERING & SURVEYING
 15 LIVINGSTON RD., P.O. BOX 63
 NEW CUMBERLAND, PA 17070
 PHONE: (717) 770-2800
 FAX: (717) 770-2400
 WWW.ALPHACON.COM

NO.	DATE	DESCRIPTION	BY



REVISION: CB
 DRAWN: CB
 CHECKED: RAG
 DATE: 12-24-2014



POST CONSTRUCTION STORMWATER MANAGEMENT PLAN
MINOR AMENDMENT TO PA103214002
PRE-DEVELOPMENT DRAINAGE AREA MAP
WALDEN
 SILVER SPRING TOWNSHIP, CUMBERLAND COUNTY, PENNSYLVANIA

ALPHA
 ALPHA CONSULTING ENGINEERS, INC.

PLANNING • ENGINEERING • SURVEYING
 116 LINCOLN RD., P.O. BOX 51
 NEW CUMBERLAND, PA 17070
 PHONE: (717) 770-2500
 FAX: (717) 770-2400
 WWW.ALPHACEL.COM

NO.	DATE	DESCRIPTION	BY

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

SHEET 5 of 17

LEGEND

- PROPERTY LINE
- PRE-DEVELOPMENT CONTOUR
- EXISTING CLEAR
- EXISTING EDGE OF PAVE
- EXISTING STRUCTURE (775)
- PRE-DEVELOPMENT DRAINAGE AREA
- EXISTING ELECTION LINE AND POLE

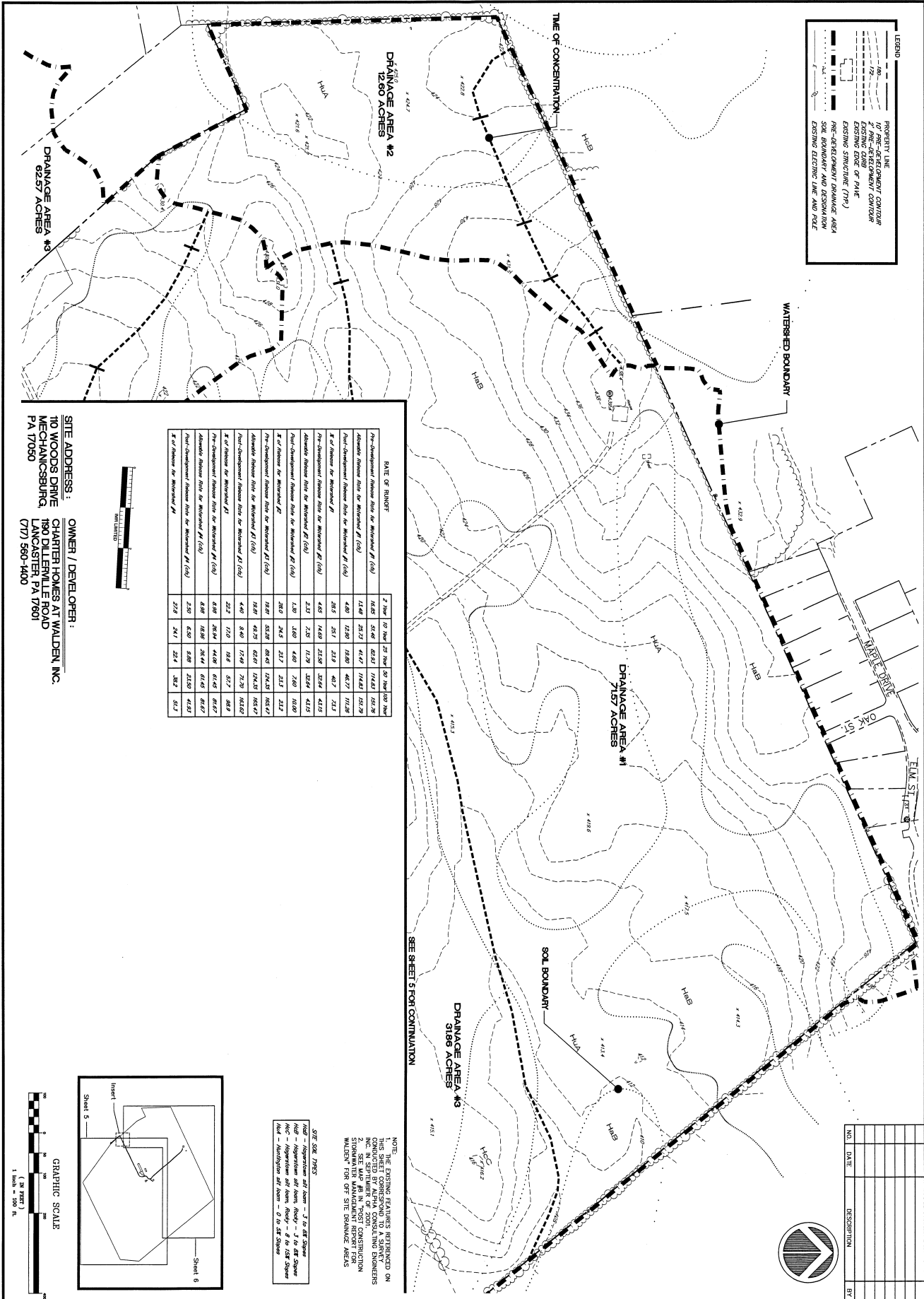
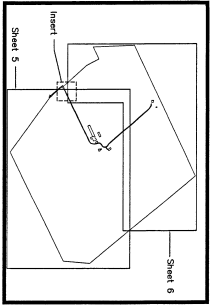
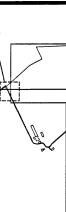


TABLE OF RUNOFF

Pre-Development Runoff Rate for Watershed #1 (C6)	7 Year	10 Year	25 Year	50 Year	100 Year
Watershed Runoff Rate for Watershed #1 (C6)	16.45	52.46	62.51	114.61	125.78
Post-Development Runoff Rate for Watershed #1 (C6)	14.48	23.17	41.41	114.61	125.78
Runoff Reduction for Watershed #1 (C6)	1.97	29.29	21.10	0.00	0.00
Runoff Reduction for Watershed #2 (C6)	2.85	23.17	46.37	71.13	71.13
Runoff Reduction for Watershed #3 (C6)	4.65	14.69	23.59	26.64	41.13
Runoff Reduction for Watershed #4 (C6)	3.12	2.25	11.79	26.64	41.13
Runoff Reduction for Watershed #5 (C6)	1.20	1.60	4.80	7.00	10.00
Runoff Reduction for Watershed #6 (C6)	2.00	2.45	21.7	21.13	32.13
Runoff Reduction for Watershed #7 (C6)	19.00	43.25	62.61	124.51	165.14
Runoff Reduction for Watershed #8 (C6)	18.00	43.25	62.61	124.51	165.14
Runoff Reduction for Watershed #9 (C6)	4.40	8.40	17.48	71.70	162.65
Runoff Reduction for Watershed #10 (C6)	23.2	22.0	16.8	57.7	88.8
Runoff Reduction for Watershed #11 (C6)	8.80	26.29	44.08	61.45	82.12
Runoff Reduction for Watershed #12 (C6)	8.80	18.29	26.44	61.45	82.12
Runoff Reduction for Watershed #13 (C6)	2.80	6.50	8.88	21.60	41.63
Runoff Reduction for Watershed #14 (C6)	2.80	2.41	22.4	38.2	51.1

SITE ADDRESS : CHARTER HOMES AT WALDEN, INC.
 10 WOODS DRIVE
 180 DILLER ROAD
 MECHANICSBURG, PA 17050
 (717) 560-1400

OWNER / DEVELOPER :
 CHARTER HOMES AT WALDEN, INC.
 180 DILLER ROAD
 MECHANICSBURG, PA 17050
 (717) 560-1400



NOTE:
 1. THE EXISTING FEATURES REFERENCED ON THIS SHEET CORRESPOND TO A SURVEY CONDUCTED BY WILSON ENGINEERS INC. IN SEPTEMBER OF 2011.
 2. THIS SHEET IS A PART OF A SET OF DRAWINGS FOR THE PRE-DEVELOPMENT STORMWATER MANAGEMENT DESIGN FOR WALDEN FOR OFF-SITE DRAINAGE AREAS.

DATE: 08/27/2013
BY: JAC
CHECKED: JAC
DATE: 08/27/2013
BY: JAC

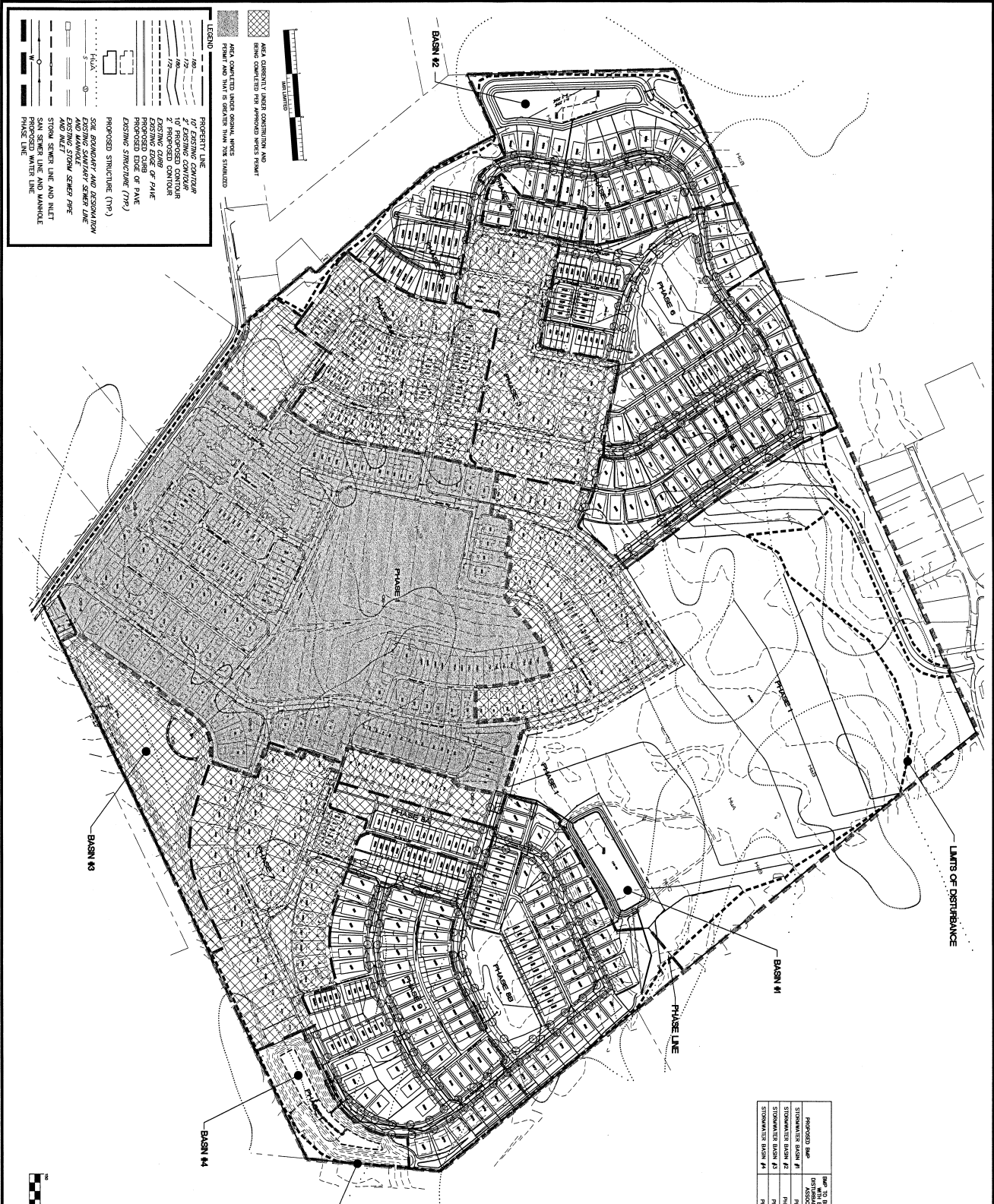
NO.	DATE	DESCRIPTION	BY

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

POST CONSTRUCTION STORMWATER MANAGEMENT PLAN
 MINOR AMENDMENT TO PA103214002
 PRE-DEVELOPMENT DRAINAGE AREA MAP
WALDEN
 SILVER SPRING TOWNSHIP, CUMBERLAND COUNTY, PENNSYLVANIA

ALPHA
 ALPHA CONSULTING ENGINEERS, INC.
 PLANNING • ENGINEERING • SURVEYING
 15 LIMEKILN RD., P.O. BOX 63
 NEW CUMBERLAND, PA 17070
 PHONE: (717) 770-2500
 FAX: (717) 770-2400
 WWW.ALPHACOE.COM

PROJECT NO.:
 SHEET NO.:
 SHEET **6** OF **17**



LEGEND

AREA COMPLETED UNDER CONSTRUCTION AND BOUNDARY LINES TO BE MAINTAINED
 AREA COMPLETED UNDER CONSTRUCTION AND BOUNDARY LINES TO BE MAINTAINED
 PERMIT AREA THAT IS GREATER THAN THE STABILIZED

PROPERTY LINE
 EXISTING CONTOUR
 PROPOSED CONTOUR
 EXISTING EDGE OF PAVEMENT
 PROPOSED EDGE OF PAVEMENT
 EXISTING STRUCTURE (TYPE)
 PROPOSED STRUCTURE (TYPE)

SEE DRAWINGS AND DESIGNATION AND MANHOLE
 EXISTING STORM SEWER PIPE
 PROPOSED STORM SEWER PIPE
 STORM SEWER LINE AND INLET
 SANI SEWER LINE AND MANHOLE
 PHASE LINE

SITE ADDRESS:
 710 WOODS DRIVE
 MECHANICSBURG,
 PA 17050

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

GRAPHIC SCALE
 1" = 100' 0"

INDICES PERMIT BOUNDARY
 1844 ACRES

PROPOSED BASIN #	DATE TO BE SUBMITTED WITH SUBMITTALS TO BE REVIEWED WITH	APPROVED START	APPROVED COMPLETION / FINAL COMPLETION
STORMWATER BASIN #1	PHASE 1	2018	2017
STORMWATER BASIN #2	PHASE 2	2018	2018
STORMWATER BASIN #3	PHASE 3	2018	2018
STORMWATER BASIN #4	PHASE 4	2018	2018



NO.	DATE	DESCRIPTION	BY

PROJECT NO.:
 SHEET BOOK:
 SCALE: 1" = 150'
 SHEET 7 of 17

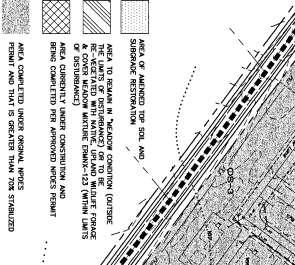
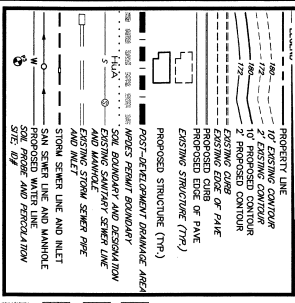
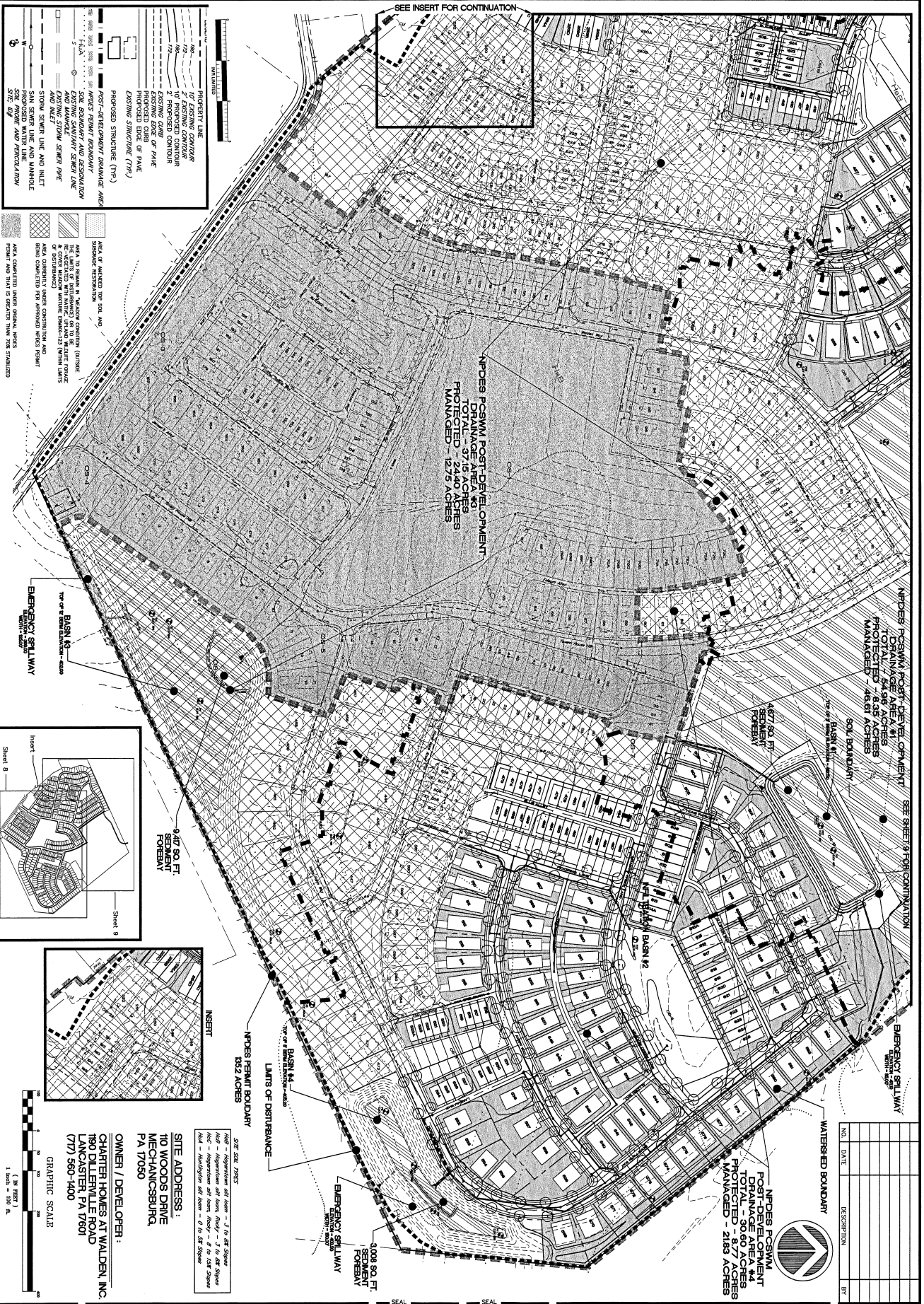
POST CONSTRUCTION STORMWATER MANAGEMENT PLAN
 MINOR AMENDMENT TO PAJ03214002
OVERALL SITE PLAN
WALDEN
 SILVER SPRING TOWNSHIP, CUMBERLAND COUNTY, PENNSYLVANIA

SEAL

ALPHA
 ALPHA CONSULTING ENGINEERS, INC.
 PLANNING • ENGINEERING • SURVEYING
 115 LIMEKILN RD., P.O. BOX 'G'
 NEW CUMBERLAND, PA 17070
 PHONE: (717) 770-2400
 FAX: (717) 770-2400
 WWW.ALPHACED.COM

DESIGN: GCB
 DRAWN: GCB
 CHECKED: RAG
 DATE: 12-24-2014

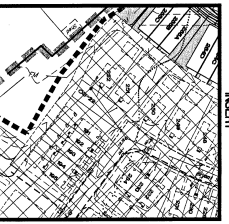
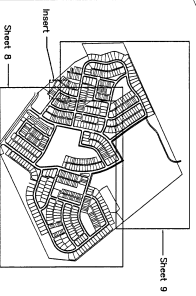
SEE INSERT FOR CONTINUATION



NIPDES PDSWM POST-DEVELOPMENT
DRAINAGE AREA #1
TOTALLED 97.15 ACRES
PROTECTED - 12.25 ACRES
MANAGED - 84.90 ACRES

NIPDES PDSWM POST-DEVELOPMENT
DRAINAGE AREA #2
TOTALLED 148.61 ACRES
PROTECTED - 148.61 ACRES
MANAGED - 0.00 ACRES

NIPDES PDSWM
POST-DEVELOPMENT
TOTAL - 30.60 ACRES
PROTECTED - 8.77 ACRES
MANAGED - 21.83 ACRES



SITE ADDRESS:
710 WOODS DRIVE
MECHANICSBURG,
PA 17050

OWNER / DEVELOPER:
CHARTER HOMES AT WALDEN, INC.
1800 DILLERVILLE ROAD
LANCASTER, PA 17601
(717) 580-8400

GRAPHIC SCALE
1 inch = 100 ft.

NO.	DATE	DESCRIPTION	BY

POST CONSTRUCTION STORMWATER MANAGEMENT PLAN
MINOR AMENDMENT TO PA103214002

SITE PLAN
WALDEN
SILVER SPRING TOWNSHIP, CUMBERLAND COUNTY, PENNSYLVANIA

DISION : CB
DRAWN : GAB
CHECKED : RAC
DATE : 12-26-2014

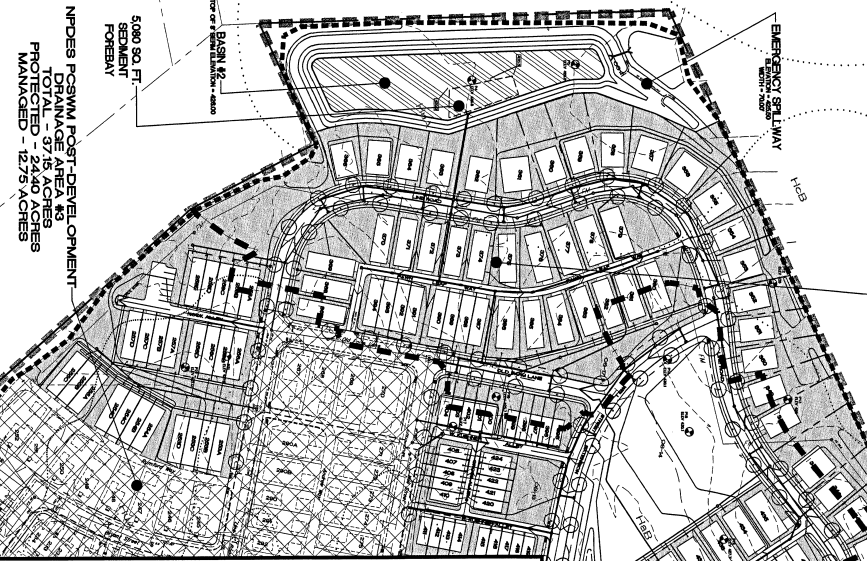
ALPHA
ALPHA CONSULTING ENGINEERS, INC.
PLANNING • ENGINEERING • SURVEYING
15 LIMEKILN RD. P.O. BOX 67
NEW CUMBERLAND, PA 17070
PHONE: (717) 770-2500
FAX: (717) 770-2400
WWW.ALPHACELL.COM

PROJECT NO.:
SHEET NO.:
SHEET BOOK:
DATE: 12-26-2014

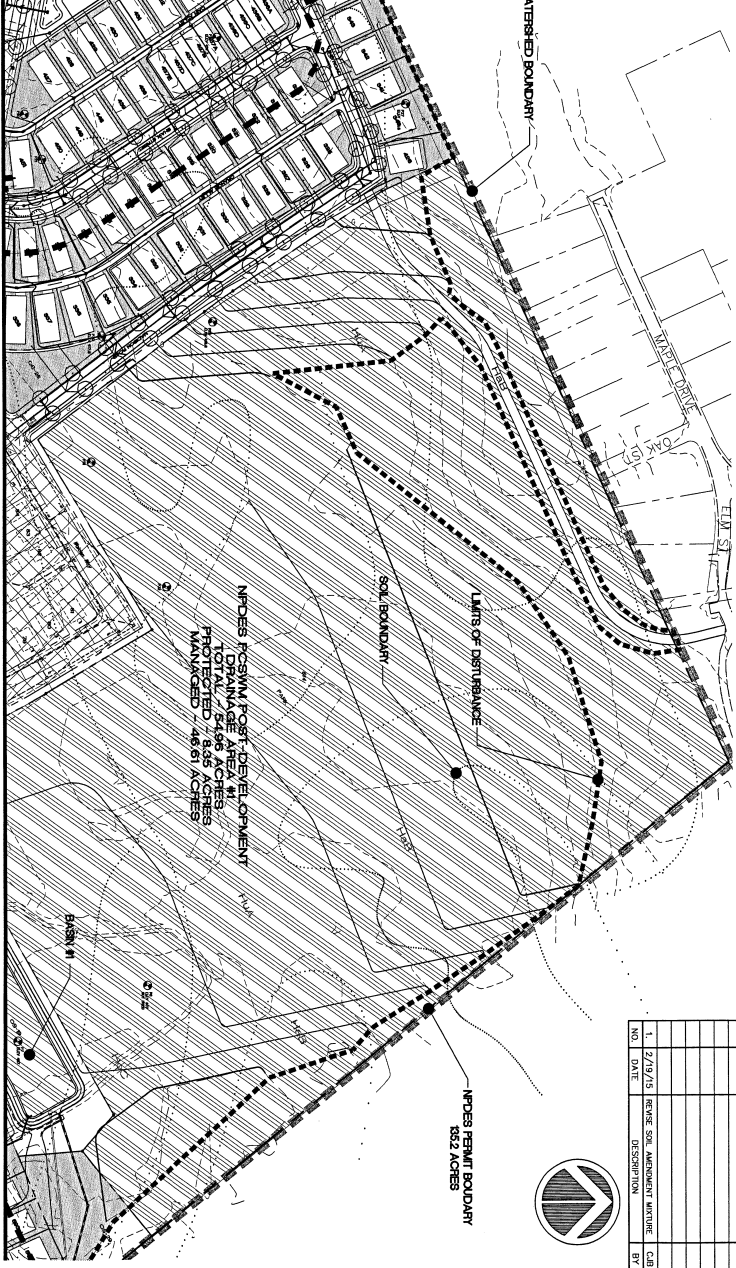
LEGEND

- PROPERTY LINE
- EXISTING CONTOUR
- PROPOSED CONTOUR
- EXISTING EDGE OF PAVE
- PROPOSED EDGE OF PAVE
- EXISTING STRUCTURE (TYP)
- PROPOSED STRUCTURE (TYP)
- POST-DEVELOPMENT DRAINAGE AREA
- EXISTING PERMIT DRAINAGE AREA
- EXISTING PERMIT DRAINAGE AREA
- EXISTING SANDFILL SEWER LINE
- EXISTING SANDFILL SEWER PILE
- EXISTING SANDFILL SEWER PILE AND MANHOLE
- STORM SEWER LINE AND MANHOLE
- STORM SEWER LINE AND MANHOLE AND INLET
- SOIL PROBE AND VEGETATION
- ST. 1/4

NIPDES POSM POST-DEVELOPMENT DRAINAGE AREA #2
TOTAL - 12.48 ACRES
PROTECTED - 1.98 ACRES
MANAGED - 10.50 ACRES



5,000 SQ. FT. PERMIT FORMER
NIPDES POSM POST-DEVELOPMENT DRAINAGE AREA #3
TOTAL - 24.40 ACRES
PROTECTED - 2.40 ACRES
MANAGED - 22.00 ACRES



EXISTING NATURAL SENSITIVE RESOURCES		POST-DEVELOPMENT	
Watershed #1	Watershed #2	Watershed #1	Watershed #2
Acres	Acres	Acres	Acres
1.98	1.98	1.98	1.98
10.50	10.50	10.50	10.50
12.48	12.48	12.48	12.48

EXISTING NATURAL SENSITIVE RESOURCES		POST-DEVELOPMENT	
Watershed #1	Watershed #2	Watershed #1	Watershed #2
Acres	Acres	Acres	Acres
2.40	2.40	2.40	2.40
22.00	22.00	22.00	22.00
24.40	24.40	24.40	24.40

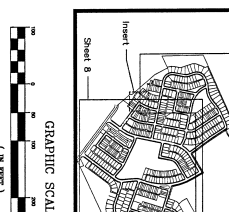
- AREA TO REMAIN IN WILSON CONDITION (CONSERVE)
- AREA TO BE RESTORED TO ORIGINAL CONDITION (RESTORE)
- AREA TO BE RESTORED TO ORIGINAL CONDITION WITH A COVERED SANDFILL (RESTORE)
- AREA TO BE RESTORED TO ORIGINAL CONDITION WITH A COVERED SANDFILL AND A COVERED SANDFILL (RESTORE)
- AREA TO BE RESTORED TO ORIGINAL CONDITION WITH A COVERED SANDFILL AND A COVERED SANDFILL (RESTORE)
- AREA TO BE RESTORED TO ORIGINAL CONDITION WITH A COVERED SANDFILL AND A COVERED SANDFILL (RESTORE)
- AREA TO BE RESTORED TO ORIGINAL CONDITION WITH A COVERED SANDFILL AND A COVERED SANDFILL (RESTORE)
- AREA TO BE RESTORED TO ORIGINAL CONDITION WITH A COVERED SANDFILL AND A COVERED SANDFILL (RESTORE)
- AREA TO BE RESTORED TO ORIGINAL CONDITION WITH A COVERED SANDFILL AND A COVERED SANDFILL (RESTORE)
- AREA TO BE RESTORED TO ORIGINAL CONDITION WITH A COVERED SANDFILL AND A COVERED SANDFILL (RESTORE)

SITE ADDRESS:
110 WOODS DRIVE
MECHANICSBURG, PA 17050

OWNER / DEVELOPER:
CHARLES HUNTER AT WALDEN, INC.
700 DILLERVILLE ROAD
LANCASTER PA 17601
(717) 560-1400

GENERAL NOTES:

1. THIS SITE PLAN IS A PART OF THE POST-CONSTRUCTION STORMWATER MANAGEMENT PLAN FOR THE PROJECT AND SHALL BE USED IN CONJUNCTION WITH THE OTHER DOCUMENTS REFERENCED HEREIN.
2. THE POST-CONSTRUCTION STORMWATER MANAGEMENT PLAN SHALL BE MAINTAINED AND PROTECTED FROM ANY UNNECESSARY DAMAGE.
3. THE POST-CONSTRUCTION STORMWATER MANAGEMENT PLAN SHALL BE MAINTAINED AND PROTECTED FROM ANY UNNECESSARY DAMAGE.
4. THE POST-CONSTRUCTION STORMWATER MANAGEMENT PLAN SHALL BE MAINTAINED AND PROTECTED FROM ANY UNNECESSARY DAMAGE.
5. THE POST-CONSTRUCTION STORMWATER MANAGEMENT PLAN SHALL BE MAINTAINED AND PROTECTED FROM ANY UNNECESSARY DAMAGE.
6. THE POST-CONSTRUCTION STORMWATER MANAGEMENT PLAN SHALL BE MAINTAINED AND PROTECTED FROM ANY UNNECESSARY DAMAGE.
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8. THE POST-CONSTRUCTION STORMWATER MANAGEMENT PLAN SHALL BE MAINTAINED AND PROTECTED FROM ANY UNNECESSARY DAMAGE.
9. THE POST-CONSTRUCTION STORMWATER MANAGEMENT PLAN SHALL BE MAINTAINED AND PROTECTED FROM ANY UNNECESSARY DAMAGE.
10. THE POST-CONSTRUCTION STORMWATER MANAGEMENT PLAN SHALL BE MAINTAINED AND PROTECTED FROM ANY UNNECESSARY DAMAGE.
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12. THE POST-CONSTRUCTION STORMWATER MANAGEMENT PLAN SHALL BE MAINTAINED AND PROTECTED FROM ANY UNNECESSARY DAMAGE.
13. THE POST-CONSTRUCTION STORMWATER MANAGEMENT PLAN SHALL BE MAINTAINED AND PROTECTED FROM ANY UNNECESSARY DAMAGE.
14. THE POST-CONSTRUCTION STORMWATER MANAGEMENT PLAN SHALL BE MAINTAINED AND PROTECTED FROM ANY UNNECESSARY DAMAGE.
15. THE POST-CONSTRUCTION STORMWATER MANAGEMENT PLAN SHALL BE MAINTAINED AND PROTECTED FROM ANY UNNECESSARY DAMAGE.
16. THE POST-CONSTRUCTION STORMWATER MANAGEMENT PLAN SHALL BE MAINTAINED AND PROTECTED FROM ANY UNNECESSARY DAMAGE.
17. THE POST-CONSTRUCTION STORMWATER MANAGEMENT PLAN SHALL BE MAINTAINED AND PROTECTED FROM ANY UNNECESSARY DAMAGE.
18. THE POST-CONSTRUCTION STORMWATER MANAGEMENT PLAN SHALL BE MAINTAINED AND PROTECTED FROM ANY UNNECESSARY DAMAGE.
19. THE POST-CONSTRUCTION STORMWATER MANAGEMENT PLAN SHALL BE MAINTAINED AND PROTECTED FROM ANY UNNECESSARY DAMAGE.
20. THE POST-CONSTRUCTION STORMWATER MANAGEMENT PLAN SHALL BE MAINTAINED AND PROTECTED FROM ANY UNNECESSARY DAMAGE.



POST CONSTRUCTION STORMWATER MANAGEMENT PLAN
MINOR AMENDMENT TO PA03214002

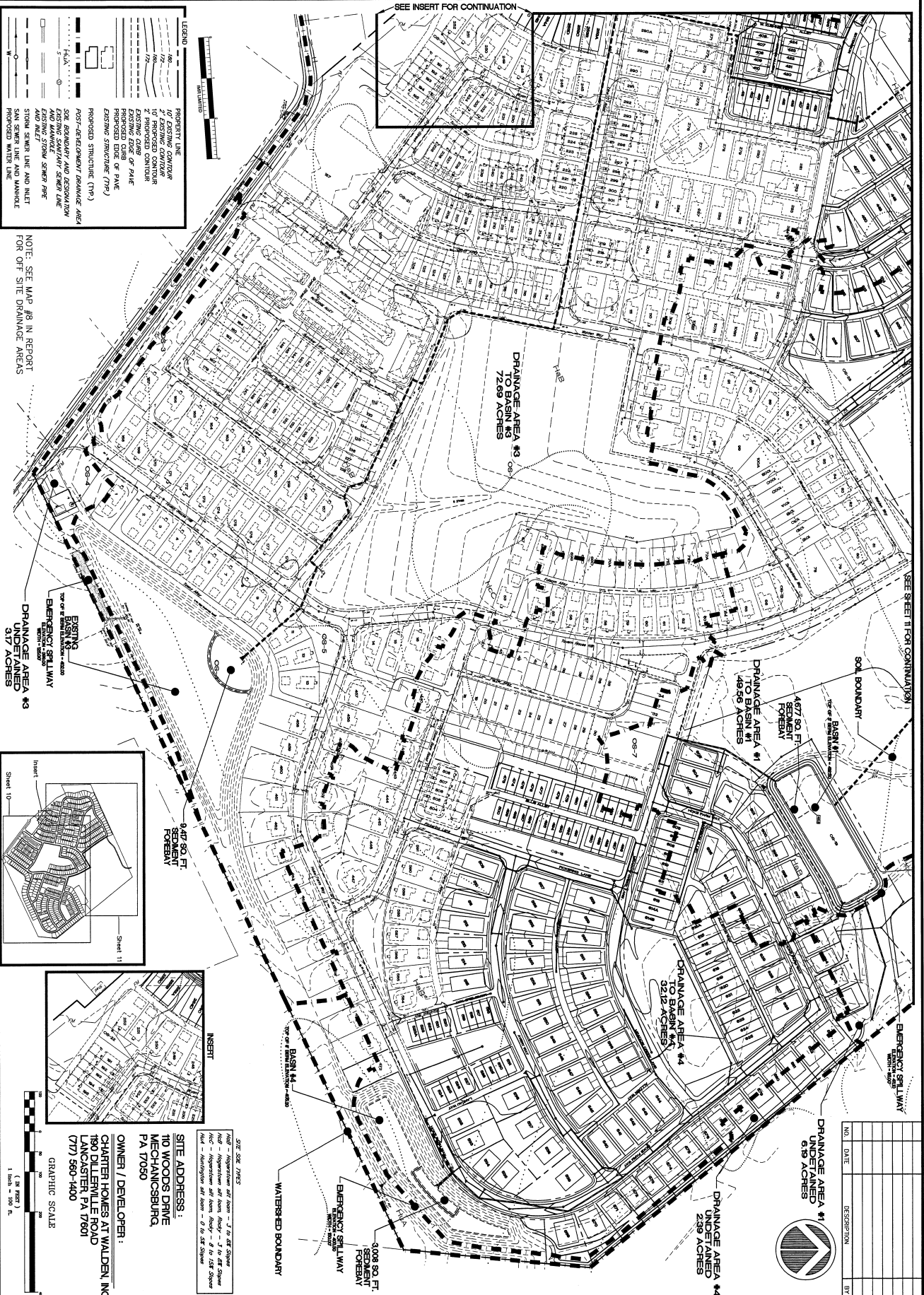
SITE PLAN
WALDEN
SILVER SPRING TOWNSHIP, CUMBERLAND COUNTY, PENNSYLVANIA

PROJECT NO: 310091
SHEET: 9 of 17

DESIGN: C.B.
DRAWN: C.B.
CHECKED: P.M.C.
DATE: 12-24-2014

PLANNING ENGINEERING & SURVEYING
ALPHA CONSULTING ENGINEERS, P.C.
15 LIMERICK RD., P.O. BOX 40
NEW CUMBERLAND, PA 17050
PHONE: (717) 770 - 2400
FAX: (717) 770 - 2400
WWW.ALPHACEL.COM

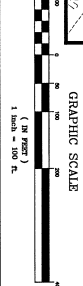
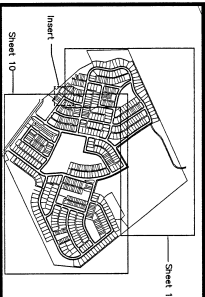
SEE INSERT FOR CONTINUATION



LEGEND

---	PROPERTY LINE
---	10' SETTING CORridor
---	10' PROPOSED CORridor
---	EXISTING CORridor
---	PROPOSED CURB OF PAVE
---	PROPOSED EDGE OF PAVE
---	EXISTING STRUCTURE (TYP.)
---	POST-DEVELOPMENT DRAINAGE AREA
---	SOIL BOUNDARY AND DESIGNATION
---	EXISTING STORM SEWER PIPE
---	AND INLET
---	SOIL SURVEY LINE AND MANHOLE
---	PROPOSED WATER LINE

NOTE: SEE MAP #8 IN REPORT FOR OFF SITE DRAINAGE AREAS



SITE ADDRESS:
 710 WOODS DRIVE
 MECHANICSBURG,
 PA 17050

OWNER / DEVELOPER:
 CHARTER HOMES AT WALDEN, INC.
 BRADLEY ROAD
 LEBANON, PA 17040
 (717) 660-1400

GRAPHIC SCALE

PROJECT NO.
 310091

SHEET 10 of 17

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

ALPHA CONSULTING ENGINEERS, INC.

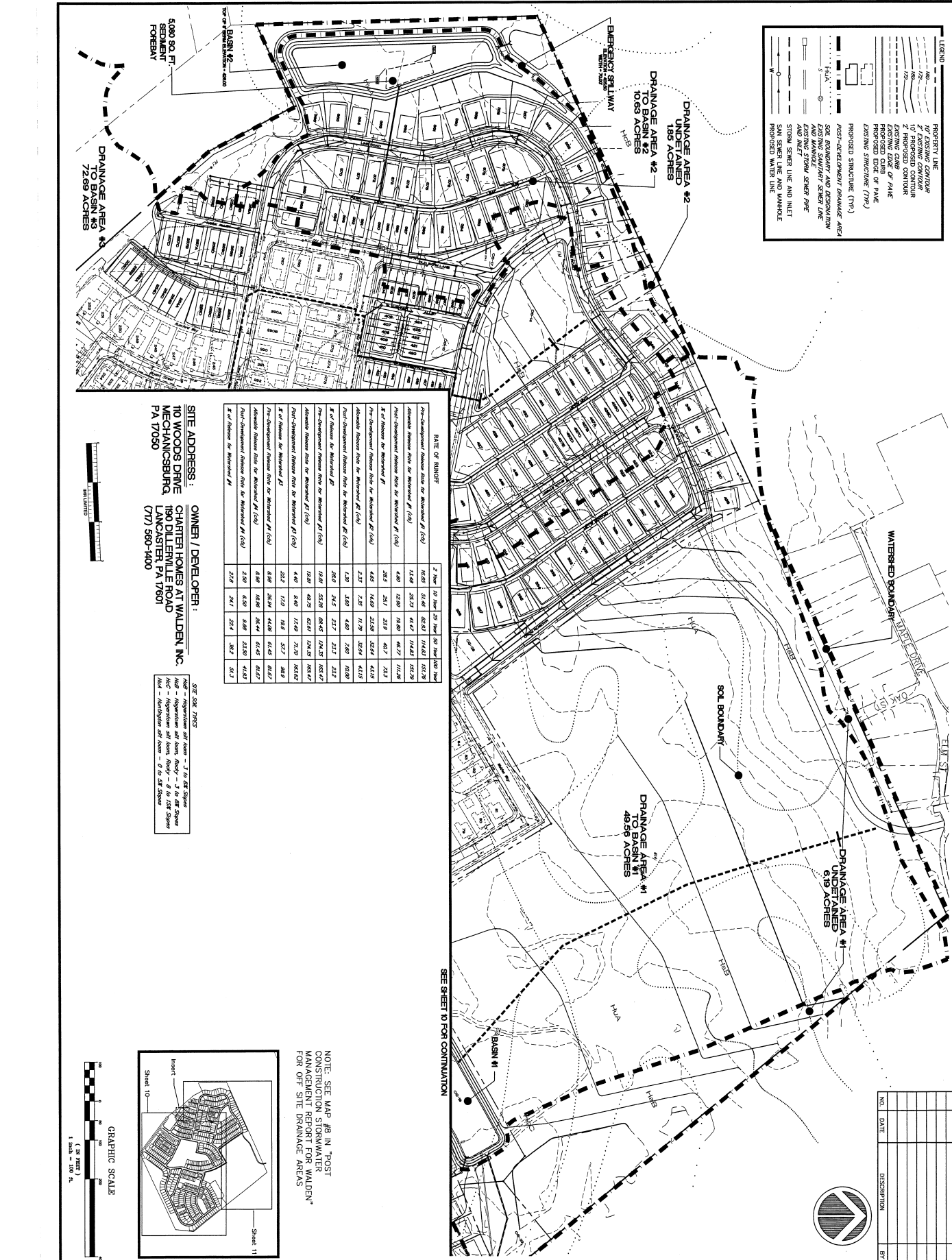
PLANNING • ENGINEERING • SURVEYING
 16 LINCOLN RD., P.O. BOX 52
 NEW CUMBERLAND, PA 17070
 PHONE: (717) 770-2650
 FAX: (717) 770-2400
 WWW.ALPHACEL.COM

NO.	DATE	DESCRIPTION	BY

DESIGN: CJB
 DRAWN: CJB
 CHECKED: RMC
 DATE: 12-24-2014

LEGEND

- PROPERTY LINE
- 1/2" EXISTING CONTOUR
- 1/4" EXISTING CONTOUR
- 2" PROPOSED CONTOUR
- EXISTING CURB OR PAVE
- PROPOSED CURB OR PAVE
- EXISTING STRUCTURE (TYP)
- PROPOSED STRUCTURE (TYP)
- POST-DEVELOPMENT DRAINAGE AREA
- SOIL BOUNDARY AND DESIGNATION
- EXISTING DRAINAGE SYSTEM
- EXISTING STORM SEWER PIPE
- AND/LETTER LINE AND INLET
- SOIL BOUNDARY AND DESIGNATION
- PROPOSED WATER LINE

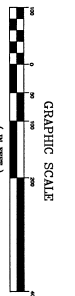
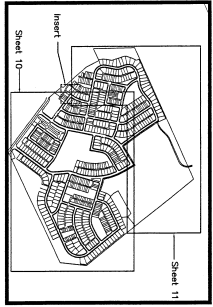


RATE OF RUNOFF

Area	1 Year	10 Year	25 Year	50 Year	100 Year
Pre-Development Runoff Rate for Watershed #1 (C6)	16.62	31.46	42.43	114.63	129.76
Developed Runoff Rate for Watershed #1 (C6)	14.48	28.21	41.47	114.63	129.76
Post-Development Runoff Rate for Watershed #1 (C6)	4.80	12.90	18.90	46.77	112.86
2" of Rainfall for Watershed #1	36.2	75.1	103.9	271.9	311.7
2" of Rainfall for Watershed #2	4.0	10.0	14.0	35.0	40.0
Developed Runoff Rate for Watershed #2 (C6)	2.3	5.8	8.1	20.4	23.2
Post-Development Runoff Rate for Watershed #2 (C6)	0.8	2.0	2.8	7.0	8.0
2" of Rainfall for Watershed #2	16.0	36.0	50.0	126.0	144.0
Pre-Development Runoff Rate for Watershed #3 (C6)	18.0	36.0	49.0	126.0	144.0
Developed Runoff Rate for Watershed #3 (C6)	16.0	32.0	43.0	110.0	126.0
Post-Development Runoff Rate for Watershed #3 (C6)	4.0	10.0	14.0	35.0	40.0
2" of Rainfall for Watershed #3	36.0	72.0	98.0	252.0	288.0
Pre-Development Runoff Rate for Watershed #4 (C6)	18.0	36.0	49.0	126.0	144.0
Developed Runoff Rate for Watershed #4 (C6)	16.0	32.0	43.0	110.0	126.0
Post-Development Runoff Rate for Watershed #4 (C6)	4.0	10.0	14.0	35.0	40.0
2" of Rainfall for Watershed #4	36.0	72.0	98.0	252.0	288.0

SITE ADDRESS:
 110 WOODS DRIVE
 MECHANICSBURG
 PA 17050

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



NOTE: SEE MAP #8 IN "POST CONSTRUCTION STORMWATER MANAGEMENT REPORT FOR WALDEN" FOR OFF SITE DRAINAGE AREAS

NO.	DATE	DESCRIPTION	BY

PROJECT NO.
 110987

SHEET BOOK:
 SCALE: 1" = 100'
 DATE: 12-24-2014

SHEET 11 of 17

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

SEAL

ALPHA
 ALPHA CONSULTING ENGINEERS, INC.

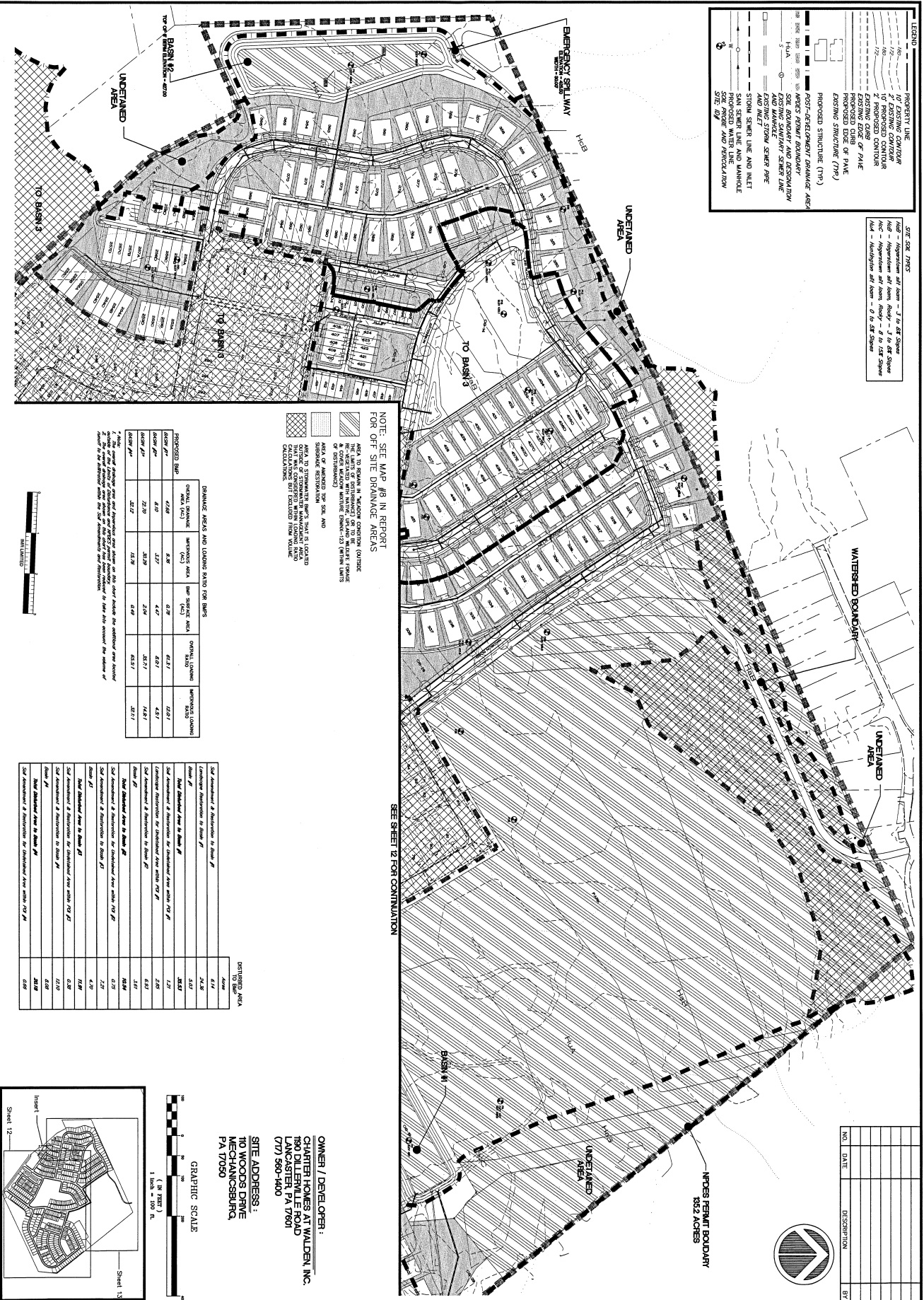
PLANNING • ENGINEERING • SURVEYING
 16 LINCOLN RD., P.O. BOX 92
 NEW CUMBERLAND, PA 17070
 PHONE: (717) 770-5500
 FAX: (717) 770-2400
 WWW.ALPHACOE.COM

DESIGN: CAB
 DRAWN: CAB
 CHECKED: PAC
 DATE: 12-24-2014

LEGEND

- PROPERTY LINE
- PROPOSED DRIVEWAY
- EXISTING DRIVEWAY
- EXISTING DRIVE
- EXISTING EDGE OF PAVEMENT
- PROPOSED EDGE OF PAVEMENT
- PROPOSED STRUCTURE (TYP.)
- POST-CONSTRUCTION DRAINAGE AREA
- APPROXIMATE PROPERTY BOUNDARY
- SOIL BOUNDARY AND DESIGNATION
- EXISTING SANITARY SEWER LINE
- EXISTING STORM SEWER PIPE AND INLET
- STORM SEWER LINE AND INLET
- PROPOSED WHITE LINE
- EXISTING WHITE LINE
- SIZE, PATTERN AND ORIENTATION
- DATE: 07/07/09

SEE SHEET 11
 100' - 30' 0" (1:125)
 150' - 45' 0" (1:187)
 200' - 60' 0" (1:250)
 300' - 90' 0" (1:375)
 400' - 120' 0" (1:500)
 500' - 150' 0" (1:625)
 600' - 180' 0" (1:750)
 700' - 210' 0" (1:875)
 800' - 240' 0" (1:1000)
 900' - 270' 0" (1:1125)
 1000' - 300' 0" (1:1250)



NOTE: SEE MAP #8 IN REPORT FOR OFF-SITE DRAINAGE AREAS

AREA TO REMAIN IN WOODS CONDITION (OUTSIDE THE APPLICABLE WHITE LINES) OR TO BE CLEARED FOR CONSTRUCTION (WITHIN WHITE LINES)

AREA TO REMAIN IN WOODS CONDITION (OUTSIDE THE APPLICABLE WHITE LINES)

AREA TO BE CLEARED FOR CONSTRUCTION (WITHIN WHITE LINES)

AREA TO BE CLEARED FOR CONSTRUCTION (WITHIN WHITE LINES)

AREA TO BE CLEARED FOR CONSTRUCTION (WITHIN WHITE LINES)

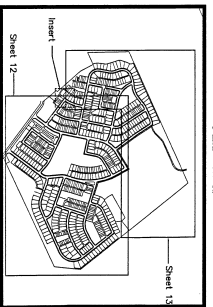
DRAINAGE AREAS AND LOADING RATIO FOR BASINS

PROPOSED BMP	AREA (AC)	IMPERVIOUS AREA (AC)	IMPERVIOUS LOADING RATIO
Basin #1	4.68	0.38	0.081
Basin #2	6.89	1.27	0.184
Basin #3	21.39	3.89	0.182
Basin #4	22.27	12.38	0.556
Basin #5	22.27	12.38	0.556

DRAINAGE AREAS AND LOADING RATIO FOR BASINS

PROPOSED BMP	AREA (AC)	IMPERVIOUS AREA (AC)	IMPERVIOUS LOADING RATIO
Basin #1	4.68	0.38	0.081
Basin #2	6.89	1.27	0.184
Basin #3	21.39	3.89	0.182
Basin #4	22.27	12.38	0.556
Basin #5	22.27	12.38	0.556

SEE SHEET 12 FOR CONTINUATION



OWNER / DEVELOPER:
 CHARTER HOMES AT WALDEN, INC.
 150 WOODS DRIVE
 MECHANICSBURG, PA 17050

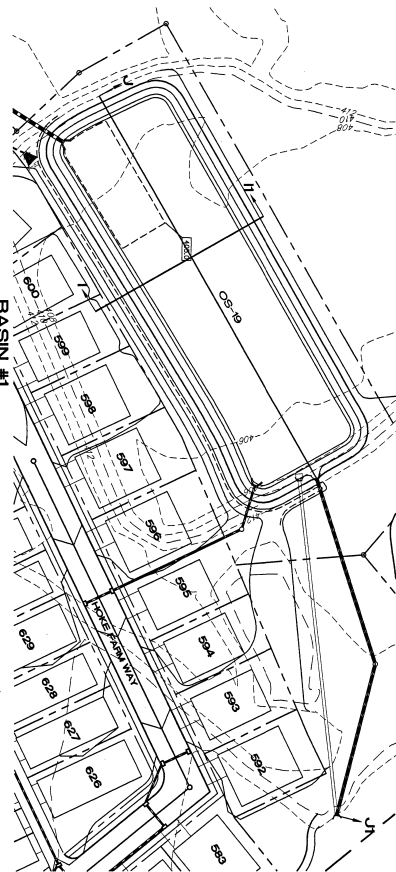
SITE ADDRESS:
 150 WOODS DRIVE
 MECHANICSBURG, PA 17050

NO.	DATE	DESCRIPTION	BY

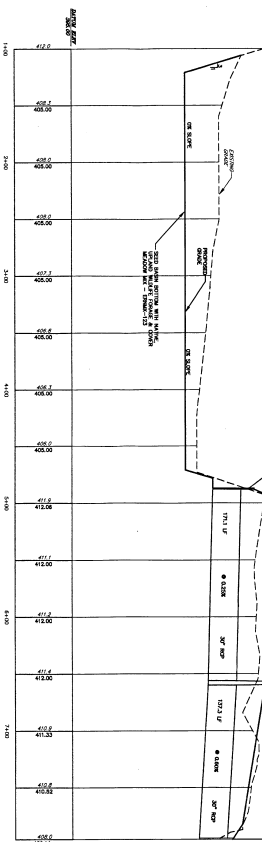
ALPHA
 ALPHA CONSULTING ENGINEERS, INC.
 PLANNING, ENGINEERING & SURVEYING
 16 LIMEKILN RD. P.O. BOX 504
 NEW CUMBERLAND, PA 17070
 PHONE: (717) 770-2500
 FAX: (717) 770-2400
 WWW.ALPHACEL.COM

POST CONSTRUCTION STORMWATER MANAGEMENT PLAN
 MINOR AMENDMENT TO PA103214002
BMP DRAINAGE AREAS
WALDEN
 SILVER SPRING TOWNSHIP, CUMBERLAND COUNTY, PENNSYLVANIA

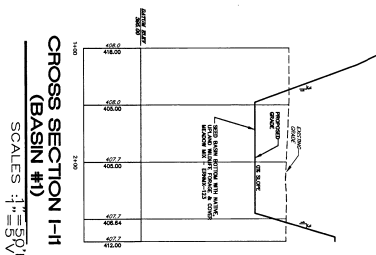
SHEET NO. 13 of 17
 DATE: 07/07/09
 SCALE: AS SHOWN



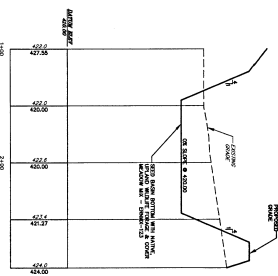
BASIN #1
SCALE: 1"=50'



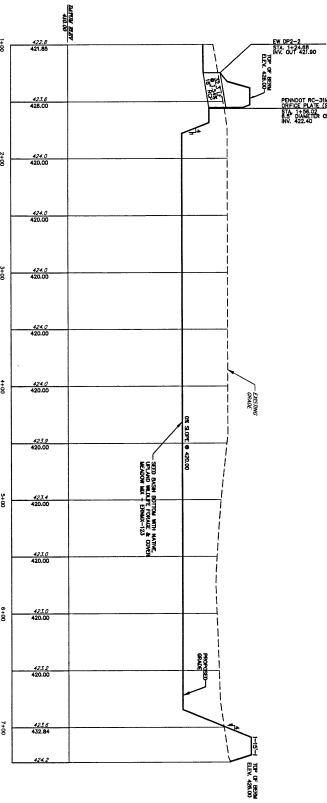
CROSS SECTION J-J1
(BASIN #1)
SCALE: 1"=50'



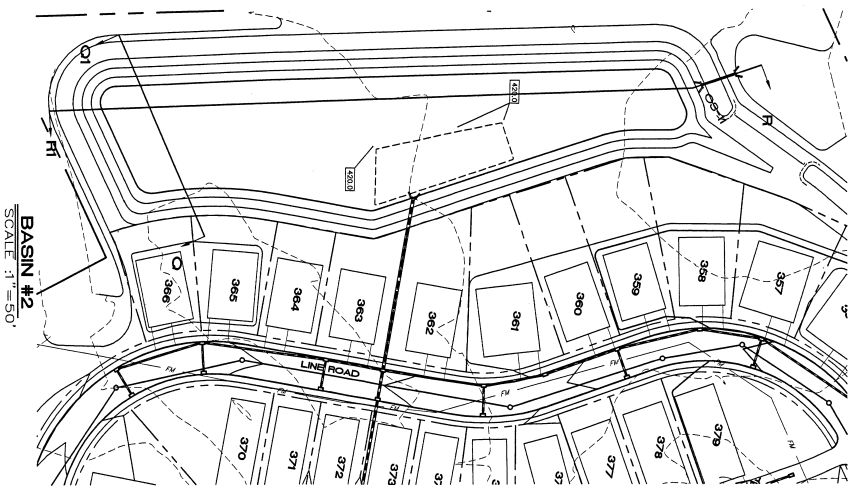
CROSS SECTION I-I1
(BASIN #1)
SCALE: 1"=50'



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



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



BASIN #2
SCALE: 1"=50'

NO.	DATE	DESCRIPTION	BY



DESIGNER :	CAB
DRAWN :	CAB
CHECKED :	BAC
DATE :	12-24-2014

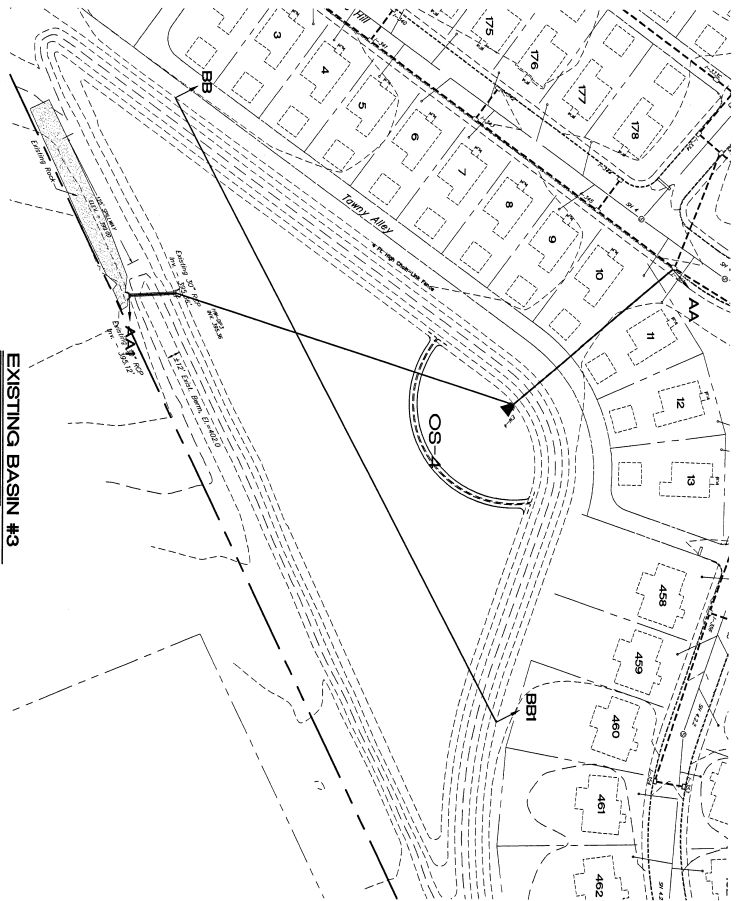
ALPHA CONSULTING ENGINEERS, INC.
 PLANNING • ENGINEERING • SURVEYING
 16 LINCOLN RD., P.O. BOX 92
 NEW CUMBERLAND, PA 17070
 PHONE: (717) 770-2500
 FAX: (717) 770-2400
 WWW.ALPHACEL.COM

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

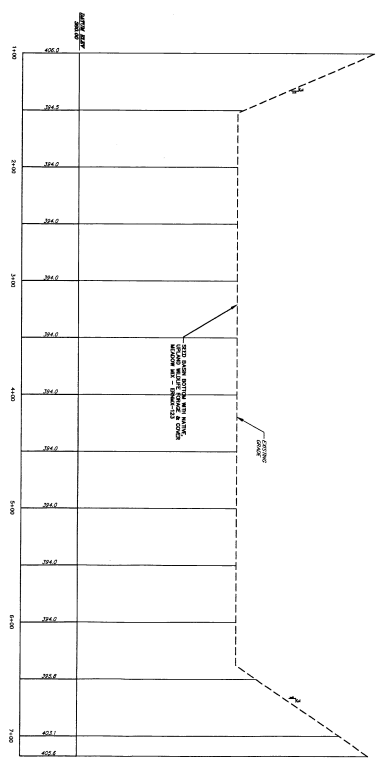
SITE ADDRESS :
 710 WOODS DRIVE
 MECHANICSBURG,
 PA 17050

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

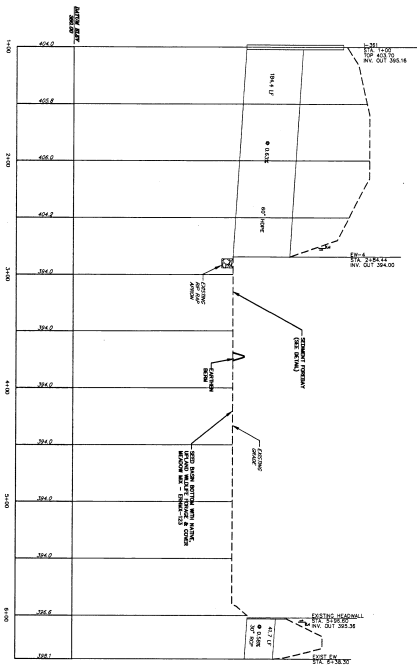
PROJECT NO.	
SHEET BOOK :	
DATE :	12-24-2014
SHEET	14 of 17



EXISTING BASIN #3
SCALE: 1" = 50'



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



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

NO.	DATE	DESCRIPTION	BY



SITE ADDRESS:
710 WOODS DRIVE
MECHANICSBURG,
PA 17050

OWNER / DEVELOPER:
CHARTER HOMES AT WALDEN, INC.
780 DALLEVILLE ROAD
LANCASTER, PA 17601
(717) 560-4400

PROJECT NO.:
15-01-001

SHEET NO.:
15 of 17

POST CONSTRUCTION STORMWATER MANAGEMENT PLAN
MINOR AMENDMENT TO PA03214002

BMP CROSS SECTIONS

WALDEN

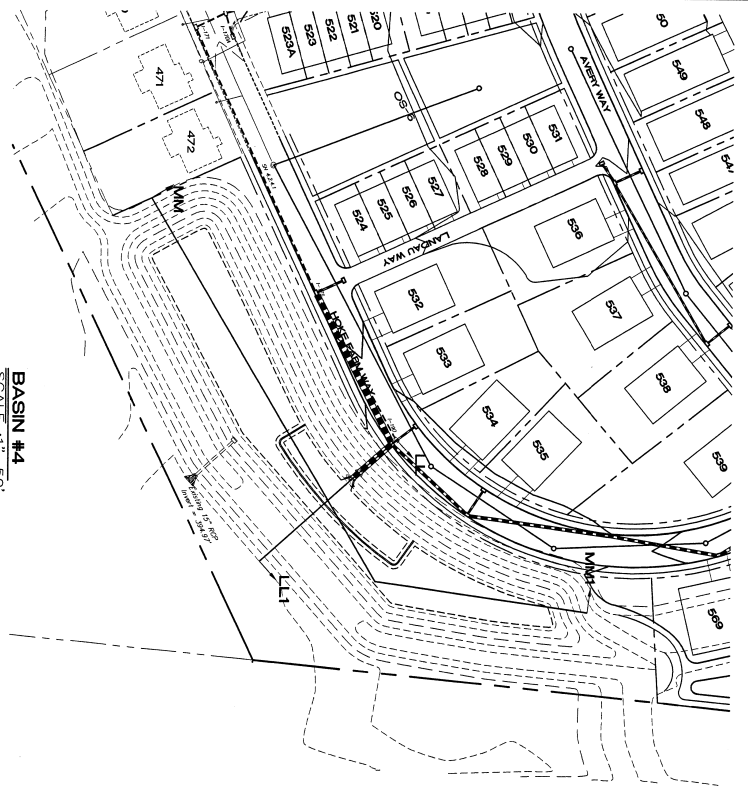
SILVER SPRING TOWNSHIP, CUMBERLAND COUNTY, PENNSYLVANIA

SEAL

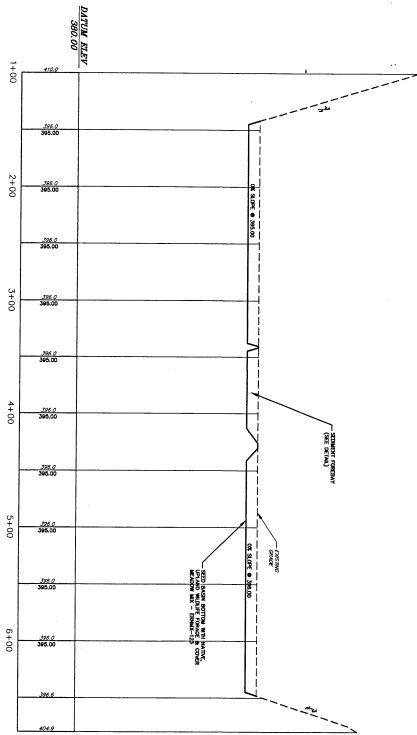
ALPHA
ALPHA CONSULTING ENGINEERS, INC.

PLANNING • ENGINEERING • SURVEYING
15 LIMEKILN RD., P.O. BOX 10
NEW CUMBERLAND, PA 17070
PHONE: (717) 770-2500
FAX: (717) 770-2400
WWW.ALPHACEI.COM

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

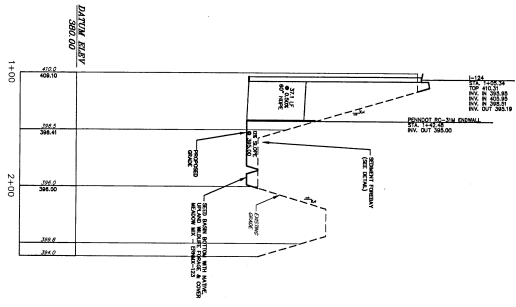


BASIN #4
SCALE: 1"=50'



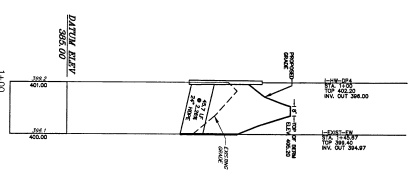
CROSS SECTION MM-MM1
(BASIN #4)

SCALE: 1"=30'H



CROSS SECTION MM-MM1
(BASIN #4)

SCALE: 1"=30'H



BASIN #4 OUTFALL

SCALE: 1"=30'H

NO.	DATE	DESCRIPTION	BY



ALPHA
ALPHA CONSULTING ENGINEERS, INC.
PLANNING • ENGINEERING • SURVEYING
15 LINCOLN RD., P.O. BOX 6
NEW CUMBERLAND, PA 17070
PHONE (717) 770 - 2500
FAX (717) 770 - 2400
WWW.ALPHACEI.COM

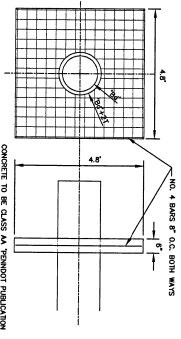
POST CONSTRUCTION STORMWATER MANAGEMENT PLAN
MINOR AMENDMENT TO PA03214002
BMP CROSS SECTIONS
WALDEN
SILVER SPRING TOWNSHIP, CUMBERLAND COUNTY, PENNSYLVANIA

SITE ADDRESS:
110 WOODS DRIVE
MECHANICSBURG,
PA 17050
OWNER / DEVELOPER:
CHARTER HOMES AT WALDEN, INC.
180 DILLERVILLE ROAD
LANCASTER, PA 17601
(717) 560-1400

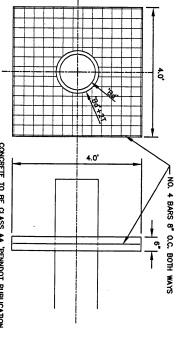
PROJECT NO.
374997
SURVEY BOOK:
SCALE: AS NOTED
DATE: 12-24-2014
SHEET **16** OF **17**

PERMANENT SEEDING 1

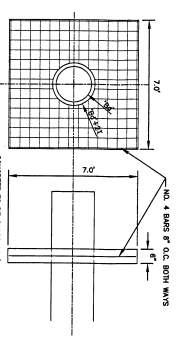
LAND USE FOR PERMANENT SEEDING SHALL BE 10% OF THE TOTAL AREA OF THE PROJECT. THE PERMANENT SEEDING SHALL BE PLANTED WITH A MIXTURE OF PERENNIALS AND ANNUALS. THE SEEDING SHALL BE PLANTED WITHIN 90 DAYS OF THE START OF CONSTRUCTION. THE SEEDING SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD. THE SEEDING SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD. THE SEEDING SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.



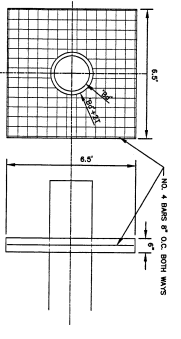
Basin 1 Anti-Seep Collar
CONNECT TO BE CLASS A TYPHOOT PUBLICATION
SEE SECTION 104-NIS



Basin 2 Anti-Seep Collar
CONNECT TO BE CLASS A TYPHOOT PUBLICATION
SEE SECTION 104-NIS



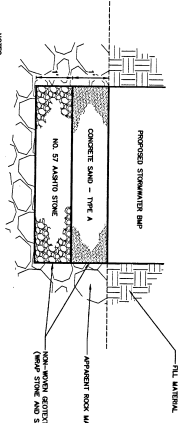
Basin 3 Anti-Seep Collar
CONNECT TO BE CLASS A TYPHOOT PUBLICATION
SEE SECTION 104-NIS



Basin 4 Anti-Seep Collar
CONNECT TO BE CLASS A TYPHOOT PUBLICATION
SEE SECTION 104-NIS

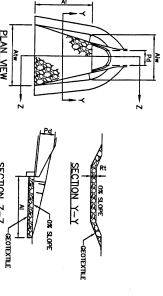
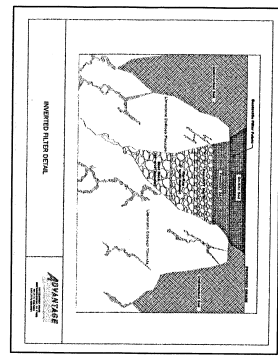
NOTE: SPECIES RE-VEGETATION SEEDING

NO.	PLANT	PLANT	PLANT	PLANT	PLANT	PLANT	PLANT	PLANT	PLANT
1
2
3
4
5
6
7
8
9
10



NOTES:

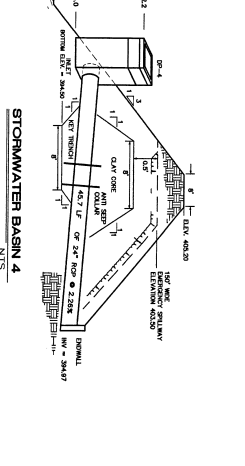
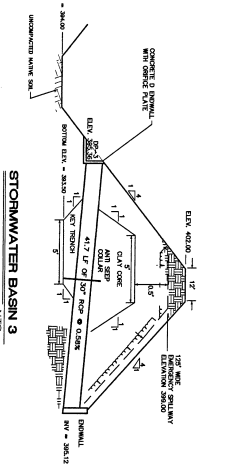
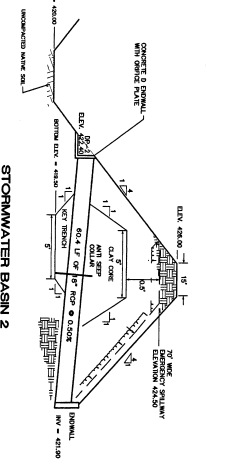
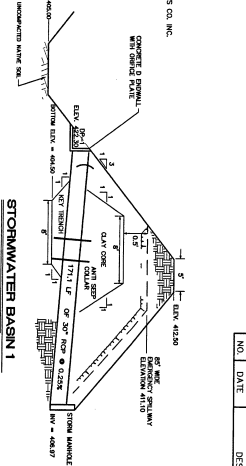
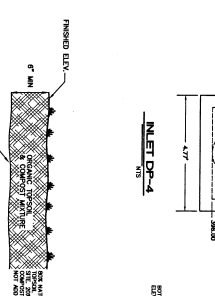
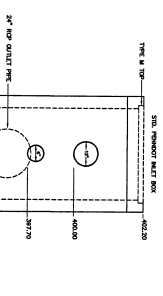
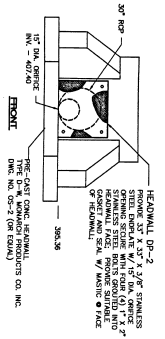
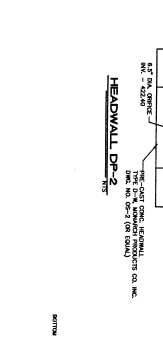
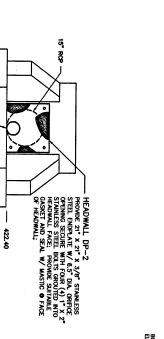
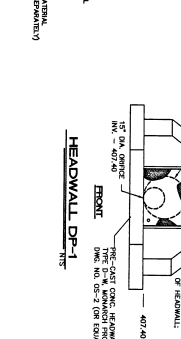
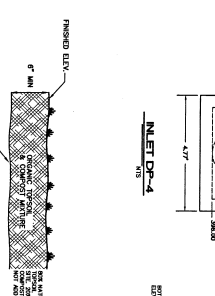
1. APPARENT ROCK MATERIAL SHALL BE PLACED IN THE TRENCHES TO BE EXCAVATED FOR THE STORM MAINS. THE STONE LAYER SHOULD MEET THE REQUIREMENTS FOR APPARENT ROCK MATERIAL AS SHOWN ON PLAN D-1007. THE STONE LAYER SHOULD MEET THE REQUIREMENTS FOR APPARENT ROCK MATERIAL AS SHOWN ON PLAN D-1007.
2. CONCRETE SAND - TYPE 4 SHALL BE PLACED IN THE TRENCHES TO BE EXCAVATED FOR THE STORM MAINS. THE SAND LAYER SHOULD MEET THE REQUIREMENTS FOR CONCRETE SAND - TYPE 4 AS SHOWN ON PLAN D-1007.
3. NON-WOVEN GEOTEXTILE MATERIAL SHALL BE PLACED IN THE TRENCHES TO BE EXCAVATED FOR THE STORM MAINS. THE GEOTEXTILE LAYER SHOULD MEET THE REQUIREMENTS FOR NON-WOVEN GEOTEXTILE MATERIAL AS SHOWN ON PLAN D-1007.



NOTE:

NO.	PLANT	PLANT	PLANT	PLANT	PLANT	PLANT	PLANT	PLANT	PLANT
1
2
3
4
5
6
7
8
9
10

REPAIR ANCHOR DETAIL



NO.	DATE	REVISION	DESCRIPTION	BY
1	12/10/21



ALPHA
ALPHA CONSULTING ENGINEERS, INC.
PLANNING • ENGINEERING • SURVEYING
15 LUMKIN RD., P.O. BOX 67
NEW MARKET, PA 17070
PHONE: (717) 770-2500
FAX: (717) 770-2501
WWW.ALPHA-CE.COM

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

SITE ADDRESS:
110 WOODS DRIVE
MECHANICSBURG,
PA 17050
OWNER / DEVELOPER:
CHARTER HOMES AT WALDEN, INC.
1890 DILLONVILLE ROAD
LANCASTER, PA 17601
(717) 560-1400

PROJECT NO.:
SCALE: AS NOTED
SHEET 17 OF 17

SEAL

12/10/21 12:00 PM

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



**Instrument Number - 201615947
Recorded On 6/30/2016 At 8:54:20 AM**

*** Total Pages - 8**

*** Instrument Type - AMENDMENT
Invoice Number - 210305 User ID - BMM
* Grantor - CHARTER HOMES AT WALDEN INC
* Grantee - WALDEN
* Customer - MCNEES WALLACE & NURICK**

*** FEES**

STATE WRIT TAX	\$0.50
RECORDING FEES -	\$59.50
RECORDER OF DEEDS PARCEL CERTIFICATION FEES	\$15.00
COUNTY ARCHIVES FEE	\$2.00
ROD ARCHIVES FEE	\$3.00
TOTAL PAID	\$80.00

**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.**



22408

MC Nees

15



00H06I

Parcel ID#: 38-07-0459-359

Pursuant to the provisions of 68 Pa.C.S. Section 5219(c), this Amendment to Declaration shall be recorded in the Office of the Recorder of Deeds in and for Cumberland County, Pennsylvania, and shall be indexed in the name of **Walden, a Planned Community** (Name of Planned Community) in the **grantor** index and shall be indexed in the name of **Walden, a Planned Community** (Name of Planned Community) in the **grantee** index

All of the real property made subject to this Amendment is located in **Silver Spring Township, Cumberland County, Pennsylvania**

**SEVENTEENTH AMENDMENT TO
DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS
AND ESTABLISHMENT OF HOMEOWNERS ASSOCIATION FOR
WALDEN, A PLANNED COMMUNITY
IN SILVER SPRING TOWNSHIP, CUMBERLAND COUNTY, PENNSYLVANIA**

See R/W Plan Attached

**SEVENTEENTH AMENDMENT TO
DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS
AND ESTABLISHMENT OF HOMEOWNERS ASSOCIATION FOR
WALDEN, A PLANNED COMMUNITY
IN SILVER SPRING TOWNSHIP, CUMBERLAND COUNTY, PENNSYLVANIA**

This Seventeenth Amendment to Declaration is made this 23rd day of August, 2016 by Charter Homes at Walden, Inc., a Pennsylvania corporation, the Declarant of Walden, a Planned Community.

PREAMBLE

WHEREAS, the Subject Property (as such term is defined in Section 1.61 of the Declaration, as amended) has been made subject to the terms and conditions of the Declaration by the following documents of record in the Office of the Recorder of Deeds in and for Cumberland County, Pennsylvania (collectively, the "Declaration"):

Declaration of Covenants, Restrictions, Easements and Establishment of Homeowners Association for Walden, a Planned Community in Silver Spring Township, Cumberland County, Pennsylvania as Instrument Number 200732950, as amended by:
First Amendment as Instrument Number 200940104;
Second Amendment as Instrument Number 201126996;
Third Amendment as Instrument Number 201207757;
Fourth Amendment as Instrument Number 201225051;
Fifth Amendment as Instrument Number 201235584;
Sixth Amendment as Instrument Number 201308161;
Seventh Amendment as Instrument Number 201317632;
Eighth Amendment as Instrument Number 201330361;
Ninth Amendment as Instrument Number 201333549;
Tenth Amendment as Instrument Number 201401758;
Eleventh Amendment as Instrument Number 201412157;
Twelfth Amendment as Instrument Number 201418159;
Thirteenth Amendment as Instrument Number 201421373;
Fourteenth Amendment as Instrument Number 201513425;
Fifteenth Amendment as Instrument Number 201532305; and
Sixteenth Amendment as Instrument Number 201615947.

WHEREAS, the Declaration was executed by Charter Homes at Walden, Inc., a Pennsylvania corporation ("Declarant") in accordance with the provisions of the Pennsylvania Uniform Planned Community Act, 68 Pa.C.S.A. §5101, *et seq.*, as amended (the "Act"); and

WHEREAS, the Declarant is the sole owner of the real property (the "Accretion Property") described in Exhibit "K" attached to this Seventeenth Amendment to Declaration and made a part hereof excluding thereout and therefrom the real property described in Exhibit "J" attached to the Fifteenth Amendment to Declaration; and

WHEREAS, the Accretion Property includes portions of Property Phases 4, 5B and 6 of the

Subject Property, which have been approved for subdivision by Silver Spring Township, Cumberland County, Pennsylvania as shown on that certain plan identified as *Revised Preliminary Subdivision Plan - Phases 2B, 4, 5A, 5B, 6, 8A, 8B and 9 and Final Subdivision Plan - Phases 2B, 4, 5A, and 8A, Walden, Silver Spring Township, Cumberland County, Pennsylvania* of record in the Office of the Recorder of Deeds in and for Cumberland County, Pennsylvania as Instrument Number 201502536 and that certain *Final Subdivision Plan – Phase 5B, Walden, Silver Spring Township, Cumberland County, Pennsylvania* of record in the Office of the Recorder of Deeds in and for Cumberland County, Pennsylvania as Instrument No. 201618218; and

WHEREAS, pursuant to the provisions of Section 3.9 of the Declaration, the right is reserved, to the Declarant, until that date (the "Incorporation Termination Date") which is the later of (a) August 22, 2017 (being ten years after the recording of the Declaration), or (b) 120 days after municipal approval or denial of each particular Property Phase's final plat which was filed prior to the deadline approved or modified by the municipal governing body pursuant to section 508(4)(v) of the act of July 31, 1968 (P.L. 805, No. 247), known as the Pennsylvania Municipalities Planning Code, or, in the event of an appeal from the municipal approval or denial of such final plat, 120 days after a final judgment on appeal, the unrestricted option to make subject, or to refrain from making subject, to the Declaration and to the provisions, terms and conditions of the Declaration, some, or all, of the Additional Real Estate and, if making subject to the Declaration, (i) to within such Additional Real Estate designate parts thereof as Units, Common Elements, and Limited Common Elements, and (ii) to designate all, none, or any part of such Additional Real Estate made subject to the Declaration as a Voisinage or as a part of an existing Voisinage; and

WHEREAS, the Accretion Property is a portion of the Additional Real Estate and this Seventeenth Amendment is executed and recorded prior to the Incorporation Termination Date; and

WHEREAS, in accordance with the provisions of Section 3.9 of the Declaration, the Declarant desires to amend the Declaration pursuant to the provisions of Section 5219 of the Act in accordance with Section 5211(a) of the Act, for the purpose of making the Accretion Property subject to the terms and conditions of the Declaration and to within such Accretion Property made subject to the terms and conditions of the Declaration designate parts thereof as Units, Common Elements, and Limited Common Elements; and

WHEREAS, as of the date of this Amendment, there are no Eligible Mortgage Holders (as such term is defined in Section 8.2.5 of the Declaration); and

WHEREAS, this Amendment contains no provisions impairing or affecting the rights, priorities, remedies, or interests of Silver Spring Township, Cumberland County, Pennsylvania and the prior written consent of Silver Spring Township is not required for adoption.

NOW, THEREFORE, the Declaration is amended as follows:

1. Section 1.50 of the Declaration is **modified** with additions indicated by double underline (thus: added) and deletions indicated by strike through (thus: ~~deleted~~) as follows:
 - 1.50. "Phase 1 Subdivision Plan," "Phase 2A/7 Subdivision Plan," "Phase 3 Subdivision Plan," "Phases 2B, 4, 5A, and 8A Final Subdivision Plan," and "Phase 5B Subdivision

Plan." See Subdivision Plans.

2. Section 1.51 of the Declaration is **modified** with additions indicated by double underline (thus: added) and deletions indicated by strike through (thus: ~~deleted~~) as follows:

1.51. "Plat(s) and Plan(s)" shall mean and refer to the drawings attached to the ~~Fifteenth~~Seventeenth Amendment to Declaration as supplemented by (a) Sheets "P-1" through "P-15" inclusive of the Plats and Plans attached to the Third Amendment to Declaration, (b) Sheets "P-16" through "P-23" inclusive of the Plats and Plans attached to the Fifth Amendment to Declaration, (c) Sheets "P-24" through "P-36" inclusive of the Plats and Plans attached to the Sixth Amendment to Declaration, and (d) Sheets "P-37" through "P-41" inclusive of the Plats and Plans attached to the Eighth Amendment to Declaration, all as pursuant to § 5210 of the Act depicting and identifying the location and dimensions of the Subject Property, Unit identifying numbers or other designators, the location and dimensions of Unit boundaries, the location and dimensions of Limited Common Elements, the location and dimensions of Voisinages, the location and dimensions of easements serving or burdening the Subject Property, the locations and dimensions of Withdrawable Real Estate, the locations and dimensions of Additional Real Estate, and other matters customarily shown on land surveys.

3. Section 1.60 of the Declaration is **modified** with additions indicated by double underline (thus: added) and deletions indicated by strike through (thus: ~~deleted~~) as follows:

1.60. "Subdivision Plans" shall mean and refer to such plans of development and/or subdivision of Property Phases as are approved by all government entities having jurisdiction including without limitation, approved by Silver Spring Township pursuant to the Silver Spring Township Subdivision and Land Development Ordinance, as amended, and shall include without limitation the Phase 1 Subdivision Plan, the Phase 2A/7 Subdivision Plan, the Phase 3 Subdivision Plan, ~~and the Phases 2B, 4, 5A, and 8A Final Subdivision Plan,~~ and the Phase 5B Subdivision Plan.

In the event that any Subdivision Plan is revised or modified and approved by all government entities having jurisdiction as revised or modified, such revised or modified and approved Subdivision Plan shall replace and supersede any and all previous Subdivision Plans to the extent of any and all differences between Subdivision Plans.

4. Section 1.60.4 is **added** to the Declaration as follows:

"Phase 5B Subdivision Plan" shall mean and refer to that certain set of plans identified as *Final Subdivision Plan – Phase 5B, Walden, Silver Spring Township, Cumberland County, Pennsylvania*, prepared by Alpha Consulting Engineers, Inc., New Cumberland, PA, as approved by, and on file with, Silver Spring

Township, Cumberland County, Pennsylvania pursuant to the provisions of the Silver Spring Township Subdivision and Land Development Ordinance, as amended, such Phase 5B Subdivision Plan being recorded in the Office of the Recorder of Deeds in and for Cumberland County, Pennsylvania on July 21, 2016 as Instrument Number 201618218.

5. Section 1.61 of the Declaration is **modified** with additions indicated by double underline (thus: added) and deletions indicated by strike through (thus: ~~deleted~~) as follows:
 - 1.61. "Subject Property" shall mean and refer to that certain real property described in ~~Exhibit "J"~~ Exhibit "K" attached hereto and made a part hereof, and such additions thereto, if any, as may be hereafter made subject to the provisions, terms and conditions of this Declaration.
6. Pursuant to the requirements of Section 2.1.2.3 of the Declaration:

Units 346A through 346E, inclusive; 347A through 347D, inclusive; 348 through 352, inclusive; and 394 through 433, inclusive, are hereby designated as Solely Residential Dwelling Lot Units.
7. Section 2.1.2.4 of the Declaration is **modified** with additions indicated by double underline (thus: added) and deletions indicated by strike through (thus: ~~deleted~~) as follows:
 - 2.1.2.4. A maximum of ~~Three Hundred Sixty One (361)~~ Three Hundred Seven (307) Units may be created by the subdivision or conversion of Units owned by a Declarant.
8. Section 2.2 of the Declaration is **modified** with additions indicated by double underline (thus: added) and deletions indicated by strike through (thus: ~~deleted~~) as follows:
 - 2.2. Property subject to this Declaration

The real property which is, and shall be, held, transferred, sold, conveyed and occupied subject to this Declaration is the Subject Property, located in Silver Spring Township, Cumberland County, Pennsylvania, as described in ~~Exhibit "J"~~ Exhibit "K" attached hereto and made a part hereof.

There is no real estate in which the Unit Owners will own only an estate for years, and there are no noncontiguous parcels of real estate comprising the Community.

Encroachments by or upon any portion of the Community are shown on the Plat(s) and Plan(s).
9. Section 2.4 of the Declaration is **modified** with additions indicated by double underline (thus: added) and deletions indicated by strike through (thus: ~~deleted~~) as follows:

2.4. Plat(s) and Plan(s)

The Plat(s) and Plan(s) are comprised of the following components, which together constitute the Plats and Plans of Walden, a Planned Community:

- 2.4.1. Plat(s) and Plan(s) attached to the ~~Fifteenth~~ Seventeenth Amendment to this Declaration as supplemented by:
 - 2.4.1.1. Sheets "P-1" through "P-15" of the Plats and Plans attached to the Third Amendment to Declaration; and
 - 2.4.1.2. Sheets "P-16" through "P-23" inclusive of the Plats and Plans attached to the Fifth Amendment to Declaration; and
 - 2.4.1.3. Sheets "P-24" through "P-36" inclusive of the Plats and Plans attached to the Sixth Amendment to Declaration,
 - 2.4.1.4. Sheets "P-37" through "P-41" inclusive of the Plats and Plans attached to the Eighth Amendment to Declaration.

Existing improvements to the Subject Property are shown on the Plat(s) and Plan(s). All Community Improvements (as such term is defined in Section 1.20 of the Declaration) shown on the Plat(s) and Plan(s) **MUST BE BUILT** and the intended location and dimensions of all such Community Improvements (the location and dimensions of which are capable of being shown on a plan) are shown on the Plat(s) and Plan(s).

The location and dimensions of all easements serving or burdening any portion of the Subject Property (the location and dimensions of which are capable of being shown on a plan) are shown on the Plat(s) and Plan(s).

- 10. The third paragraph of Section 2.6 of the Declaration is **modified** with additions indicated by double underline (thus: added) and deletions indicated by strike through (thus: ~~deleted~~) as follows:

There are ~~Five Hundred Nineteen (519)~~ Five Hundred Seventy Three (573) Units in the Subject Property.

- 11. Section 2.6.1.1 of the Declaration is **modified** with additions indicated by double underline (thus: added) and deletions indicated by strike through (thus: ~~deleted~~) as follows:

- 2.6.1.1. Dwelling Lot Units

Units identified as Unit Numbers 1 through 47, 53 through 68, 69A through 69D, 70A through 70D, 71A through 71D, 72A

through 72C, 78 through 99, 100A through 100D, 101A through 101E, 105 through 126, 132 through 185, 191 through 195, 205 through 225, 228 through 243, 245 through 252, 253A through 253D, 254A through 254D, 255A through 255C, 256A through 256D, 257A through 257D, 258A through 258E, 259 through 261, 267 through 290, 290A, 290B, 291 through 301, 304 through 345, 346A through 346E, 347A through 347D, ~~353 through 393~~, ~~434-348~~ through 438, 440 through 447, 452 through 485, 504 through 508, 584 through 591, 720 through 723, 725 through 739, and 741 through 755 on the Plat(s) and Plan(s) are designated as Dwelling Lot Units.

12. Section 2.6.1.1.1 of the Declaration is **modified** with additions indicated by double underline (thus: added) and deletions indicated by strike through (thus: ~~deleted~~) as follows:

2.6.1.1.1 Solely Residential Dwelling Lot Units

Units identified as Unit Numbers 1 through 47, 53 through 68, 69A through 69D, 70A through 70D, 71A through 71D, 72A through 72C, 78 through 99, 100A through 100D, 101A through 101E, 105 through 126, 132 through 185, 191 through 195, 205 through 225, 228 through 243, 245 through 252, 253A through 253D, 254A through 254D, 255A through 255C, 256A through 256D, 257A through 257D, 258A through 258E, 259 through 261, 267 through 290, 290A, 290B, 291 through 301, 304 through 345, 346A through 346E, 347A through 347D, ~~353 through 393~~, ~~434-348~~ through 438, 440 through 447, 452 through 485, 504 through 508, 584 through 591, 720 through 723, 725 through 739, and 741 through 755 on the Plat(s) and Plan(s) are designated as Solely Residential Dwelling Lot Units.

13. Section 2.8.1.4 of the Declaration is **modified** with additions indicated by double underline (thus: added) as follows:

2.8.1.4. Common Land being Lot OS-1, Lot OS-3, Lot OS-4A, Lot OS-4C, Lot OS-5, Lot OS-7, Lot OS-9, Lot OS-11, Lot OS-12, Lot OS-13, Lot OS-14, Lot OS-17, Lot OS-19, Lot OS-20, Lot OS-21, Lot OS-22, Lot OS-23, and Lot OS-28, as shown and depicted on the Plat(s) and Plan(s), including improvements, if any, thereto whether heretofore or hereafter completed including but not limited to all of the following to the extent such are not Limited Common Facilities:

2.8.1.4.1. Association Maintained Pedestrian Facilities (Sidewalk) and Association Maintained Pedestrian Facilities (Trail)

- 2.8.1.4.2. signs including but not limited to trail markers, direction and information signs, and entrance and identification signs, including lighting thereof
 - 2.8.1.4.3. fences and fencing
 - 2.8.1.4.4. landscaping, including but not limited to ground cover, flowers, shrubs, bushes and trees
 - 2.8.1.4.5. Common Driveways and Parking Areas
 - 2.8.1.4.6. Retaining Walls
14. Section 2.9 of the Declaration is **modified** with additions indicated by double underline (thus: added) and deletions indicated by strike through (thus: ~~deleted~~) as follows:

2.9. Subject Property, Withdrawable Real Estate, and Additional Real Estate

The Subject Property is all of the real property described in ~~Exhibit "J"~~ Exhibit "K" attached hereto and made a part hereof in which Units and Common Elements have been created, together with such portion(s) of the Additional Real Estate which are made subject to the provisions, terms and conditions of this Declaration in any Addendum to this Declaration pursuant to the terms of Section 3.9 of this Declaration, and excluding any Withdrawable Real Estate which has been withdrawn from the provisions, terms and conditions of this Declaration in any Addendum to this Declaration pursuant to the terms of Section 3.8 of this Declaration.

Any portion or all of the Withdrawable Real Estate which has been withdrawn from the Subject Property and from the provisions, terms and conditions of this Declaration pursuant to the provisions of Section 3.8 of this Declaration shall thereafter be Additional Real Estate in which additional Units, Common Elements, and Limited Common Elements may be created.

15. Section 3.7.9.2.9 of the Declaration is **modified** with additions indicated by double underline (thus: added) as follows:

3.7.9.12. Subject to Declaration of Covenants, Restrictions, Easements and Establishment of Homeowners Association for Walden in Instrument No. 200732950; Plan in Right-of-Way Instrument No. 200732951; First Amendment in Instrument No. 200940104; Second Amendment in Instrument No. 201126996, Third Amendment in Instrument No. 201207757; Fourth Amendment in Instrument No. 201225501; Fifth Amendment in Instrument No. 201235584; Sixth Amendment in Instrument No. 201308161; Seventh Amendment in Instrument No. 201317362; Eighth Amendment in Instrument No. 201330361; Ninth Amendment as Instrument Number 201333549; Tenth Amendment as

Instrument Number 201401758; Eleventh Amendment as Instrument Number 201412157; Twelfth Amendment as Instrument Number 201418159; Thirteenth Amendment as Number 201421373; Fourteenth Amendment as Instrument Number 201513425; Fifteenth Amendment as Instrument Number 201532305; Sixteenth Amendment as Instrument Number 201615947; and as further amended.

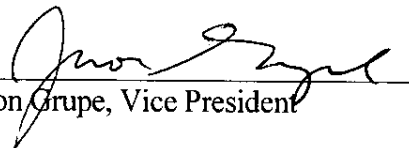
16. Section 3.9.4.1 of the Declaration is **modified** with additions indicated by double underline (thus: added) and deletions indicated by strike through (thus: ~~deleted~~) as follows:

3.9.4.1. a maximum of ~~Three Hundred Sixty One (361)~~ Three Hundred Seven (307) Units may be created within the Additional Real Estate, a maximum of twenty five (25) Units per acre may be created within the Additional Real Estate; and all Units within Additional Real Estate shall be not be restricted exclusively to residential use; and

[Signature Page Follows]

NOW THEREFORE, pursuant to the provisions of Sections 5211(a) and 5219 of the Pennsylvania Uniform Planned Community Act, 68 Pa.C.S. §5101, et seq., and pursuant to the provisions of Section 3.9 of the Declaration of Covenants, Restrictions, Easements and Establishment of Homeowners Association for Walden, a Planned Community in Silver Spring Township, Cumberland County, Pennsylvania, this Seventeenth Amendment is hereby executed by Charter Homes at Walden, Inc. a Pennsylvania corporation, the Declarant of Walden, a Planned Community, by Jason Grupe, its Vice President.

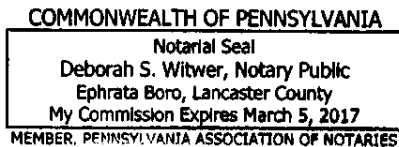
Charter Homes at Walden, Inc. a
 Pennsylvania corporation


 Jason Grupe, Vice President

COMMONWEALTH OF PENNSYLVANIA)
) SS.
 LANCASTER COUNTY)

BE IT REMEMBERED that on this 23rd day of August, 2016 personally appeared before me, the Subscriber, a Notary Public for the Commonwealth of Pennsylvania, Jason Grupe, Vice President of Charter Homes at Walden, Inc., a corporation existing under the laws of the Commonwealth of Pennsylvania, Declarant of Walden, a Planned Community, known to me personally to be such, and acknowledged this ~~thirteenth~~ ^{seventeenth} Amendment to Declaration to be his act and deed and the act and deed of said corporation, that the signature of the Vice President thereto is in his own proper handwriting and that his act of sealing, executing and delivering this Seventeenth Amendment to Declaration as Declarant of Walden, a Planned Community was duly authorized by a resolution of the Board of Directors of said corporation.

GIVEN under my hand and seal of office, the day and year aforesaid.



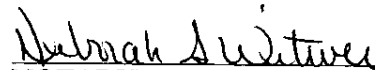

 NOTARY PUBLIC
 My Commission expires:

EXHIBIT "K"

Description of Subject Property

ALL THAT CERTAIN tracts or parcels of land, situated, lying, and being in the Township of Silver Spring, County of Cumberland and Commonwealth of Pennsylvania, being land improved upon and shown on plan titled, "Plats and Plans, Walden, A Planned Community," dated August 19, 2016, by Alpha Consulting Engineers Inc., more particularly described as follows:

Tract 1

BEGINNING at a point along the northern right-of-way of Woods Drive and at lands now or formerly of Franklin E. & June E. Kauffman, said point being the western property corner of lands labeled as "769" on aforementioned plan; Thence along said lands now or formerly of Franklin E. & June E. Kauffman, and also along lands now or formerly of James N. & Ruth M. Potteiger, North 40 degrees 56 minutes 00 seconds West a distance of 276.98 feet to a point at said lands now or formerly of James N. & Ruth M. Potteiger; Thence continuing along said lands, North 42 degrees 00 minutes 00 seconds East a distance of 26.40 feet to a point, said point being a common corner at said lands now or formerly of James N. & Ruth M. Potteiger and lands labeled as "Unit T2B"; Thence continuing along said lands now or formerly of James N. & Ruth M. Potteiger and also lands now or formerly of Gary E. Potteiger, Cindy Putt, Jae A., James N. & Sue A. Harley, North 42 degrees 44 minutes 00 seconds West a distance of 544.46 feet; Thence continuing along said lands now or formerly of Gary E. Potteiger, Cindy Putt, Jae A., James N. & Sue A. Harley the following two (2) courses and distances:

1. North 28 degrees 35 minutes 00 seconds West a distance of 246.51 feet, and
2. South 64 degrees 25 minutes 00 seconds West a distance of 232.60 feet to a point at lands now or formerly of UD Properties;

Thence along lands now or formerly of UD Properties the following two (2) courses and distances:

1. North 02 degrees 26 minutes 00 seconds West a distance of 722.50 feet, and
2. North 64 degrees 39 minutes 00 seconds East a distance of 1,368.45 feet to a point at lands now or formerly of Silver Spring Township;

Thence along lands now or formerly of Silver Spring Township the following nine (9) courses and distances:

1. South 25 degrees 21 minutes 00 seconds East a distance of 139.19 feet,
2. South 34 degrees 36 minutes 00 seconds East a distance of 315.35 feet,
3. by a curve to the left having a radius of 962.00 feet, an arc length of 61.84 feet, a chord bearing of which is South 36 degrees 26 minutes 30 seconds East and a chord distance of 61.83 feet,
4. South 38 degrees 17 minutes 00 seconds East a distance of 370.84 feet,
5. by a curve to the right having a radius of 490.00 feet, an arc length of 17.12 feet, a chord bearing of which is North 57 degrees 09 minutes 56 seconds East and a chord distance of 17.12 feet,
6. North 58 degrees 10 minutes 00 seconds East a distance of 373.40 feet,
7. South 31 degrees 50 minutes 00 seconds East a distance of 217.79 feet,
8. by a curve to the right having a radius of 1,040.00 feet, an arc length of 383.40 feet, a chord bearing of which is South 21 degrees 16 minutes 21 seconds East and a chord distance of 381.23 feet, and

9. South 74 degrees 21 minutes 00 seconds East a distance of 220.78 feet to a point at lands labeled as "Additional Real Estate";

Thence along said lands labeled as "Additional Real Estate" the following fourteen (14) courses and distances:

1. South 15 degrees 39 minutes 00 seconds West a distance of 14.00 feet,
2. South 74 degrees 21 minutes 00 seconds East a distance of 132.00 feet,
3. by a curve to the left having a radius of 10.00 feet, an arc length of 15.71 feet, a chord bearing of which is North 60 degrees 39 minutes 15 seconds East and a chord distance of 14.14 feet,
4. South 74 degrees 21 minutes 00 seconds East a distance of 48.00 feet,
5. by a curve to the left having a radius of 10.00 feet, an arc length of 15.71 feet, a chord bearing of which is South 29 degrees 21 minutes 00 seconds East and a chord distance of 14.14 feet,
6. South 74 degrees 21 minutes 00 seconds East a distance of 63.01 feet,
7. South 15 degrees 39 minutes 00 seconds West a distance of 406.88 feet,
8. by a curve to the left having a radius of 42.00 feet, an arc length of 64.13 feet, a chord bearing of which is South 28 degrees 05 minutes 30 seconds East and a chord distance of 58.08 feet,
9. South 71 degrees 50 minutes 00 seconds East a distance of 223.91 feet,
10. by a curve to the left having a radius of 414.00 feet, an arc length of 249.41 feet, a chord bearing of which is South 89 degrees 05 minutes 30 seconds East and a chord distance of 245.65 feet,
11. North 73 degrees 39 minutes 00 seconds East a distance of 48.51 feet,
12. South 16 degrees 21 minutes 00 seconds East a distance of 129.34 feet,
13. North 64 degrees 18 minutes 00 seconds East a distance of 110.61 feet, and
14. South 26 degrees 25 minutes 20 seconds East a distance of 48.00 feet to a point at lands labeled as "Common Land OS-4C";

Thence along said lands labeled as "Common Land OS-4C" the following two (2) courses and distances:

1. South 64 degrees 18 minutes 00 seconds West a distance of 4.72 feet, and
2. South 25 degrees 42 minutes 00 seconds East a distance of 177.59 feet to a point at lands now or formerly of Nancy P. Julian;

Thence along lands now or formerly of Nancy P. Julian, South 63 degrees 38 minutes 00 seconds West a distance of 1,595.73 feet to a point at lands now or formerly of Silver Spring Township Authority; Thence along lands now or formerly of Silver Spring Township Authority, North 26 degrees 22 minutes 00 seconds West a distance of 63.67 feet; Thence continuing along the same, South 63 degrees 38 minutes 00 seconds West a distance of 134.00 feet to a point along the northern right-of-way of Woods Drive; Thence along said northern right-of-way of Woods Drive, North 54 degrees 28 minutes 00 seconds West a distance of 1,062.97 feet; Thence continuing along said northern right-of-way of Woods Drive, by a curve to the left having a radius of 149.00 feet, an arc length of 113.32 feet, a chord bearing of which is North 74 degrees 37 minutes 18 seconds West and a chord distance of 110.61 feet to the place of BEGINNING.

CONTAINING: 4,748,238 Square Feet (109.0 Acres)

Tract 2

BEGINNING at a point along lands labeled as "OS-19 Common Land", said point being the following three (3) courses and distances:

1. South 74 degrees 21 minutes 00 seconds East a distance of 220.78 feet,
2. North 15 degrees 39 minutes 00 seconds East a distance of 77.04 feet, and
3. by a curve to the right having a radius of 238.00 feet, an arc length of 125.81 feet, a chord bearing of which is North 30 degrees 47 minutes 36 seconds East and a chord distance of 124.35 feet from the intersection of the northern right-of-way of Meadow Creek Lane and eastern right-of-way of Tavern House Hill;

Thence along lands now or formerly of Silver Spring Township the following four (4) courses and distances:

1. North 44 degrees 03 minutes 47 seconds West a distance of 75.13 feet,
2. North 30 degrees 28 minutes 00 seconds West a distance of 87.61 feet,
3. North 59 degrees 32 minutes 00 seconds East a distance of 463.40 feet, and
4. South 50 degrees 24 minutes 20 seconds East a distance of 84.70 feet to a point at lands labeled as "Additional Real Estate";

Thence along said lands labeled as "Additional Real Estate" the following five (5) courses and distances:

1. South 05 degrees 24 minutes 20 seconds East a distance of 112.97 feet,
2. South 66 degrees 06 minutes 02 seconds West a distance of 122.38 feet,
3. South 59 degrees 32 minutes 00 seconds West a distance of 249.23 feet,
4. by a curve to the left having a radius of 224.00 feet, an arc length of 53.16 feet, and a chord bearing of which is South 52 degrees 44 minutes 07 seconds West and a chord distance of 53.03 feet, and
5. North 44 degrees 03 minutes 47 seconds West a distance of 14.00 feet to the place of BEGINNING.

CONTAINING: 79,943 Square Feet (1.84 Acres)

Tract 3

BEGINNING at a point along lands labeled as "OS-4C Common Land", said point being the following two (2) courses and distances:

1. North 64 degrees 18 minutes 00 seconds East a distance of 110.61 feet, and
2. South 26 degrees 25 minutes 20 seconds East a distance of 48.00 feet from the intersection of the northern right-of-way of Hoke Farm Way and eastern right-of-way of Pierce Alley;

Thence along lands labeled as "Additional Real Estate" the following three (3) courses and distances:

1. North 64 degrees 18 minutes 00 seconds East a distance of 227.65 feet,
2. by a curve to the left having a radius of 279.00 feet, an arc length of 333.63 feet, a chord bearing of which is North 30 degrees 02 minutes 35 seconds East and a chord distance of 314.10 feet, and
3. North 85 degrees 52 minutes 40 seconds East a distance of 109.82 feet to a point at lands now or formerly of Donald B. & Theresa A. Fuller;

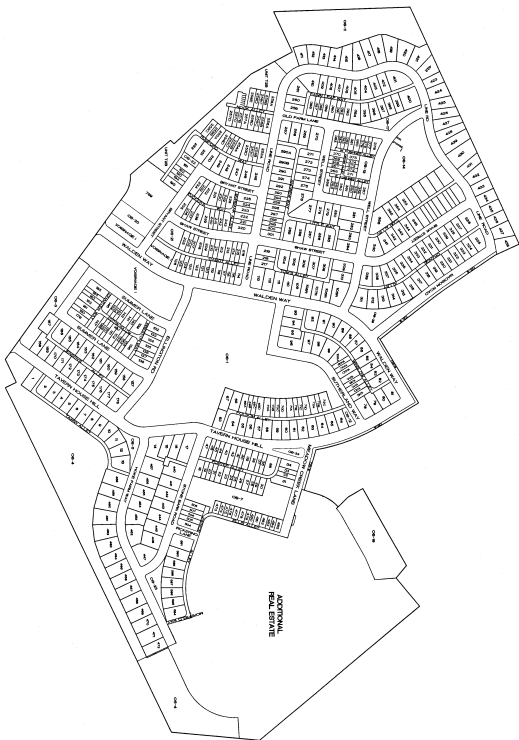
Thence along lands now or formerly of Donald B. & Theresa A. Fuller, and lands now or formerly of Christopher J. & Erica K. Bryce, and also lands now or formerly of Rivendell Property, South 04 degrees 42 minutes 44 seconds West a distance of 358.54 feet to lands now or formerly of Nancy P. Julian; Thence continuing along said lands now or formerly of Nancy P. Julian, South 63 degrees 38 minutes 00 seconds West a distance of 412.63 feet to a point at lands labeled "OS-4A"; Thence along said lands labeled as "OS-4A" and through Lot 472, North 25 degrees 42 minutes 00 seconds West a distance of 177.59 feet to a point along the southern right-of-way of Hoke Farm Way; Thence along said southern right-of-way of Hoke Farm Way, North 64 degrees 18 minutes 00 seconds East a distance of 4.72 feet to the place of BEGINNING.

CONTAINING: 104,204 Square Feet (2.39 Acres)

PLATS AND PLANS

WALDEN, A PLANNED COMMUNITY

SILVER SPRING TOWNSHIP, CUMBERLAND COUNTY, PENNSYLVANIA



- INDEX OF DRAWINGS:**
- 1 ● COVER SHEET
 - 2 ● OVERALL PLAN
 - 3-10 ● PLANS
 - 11 ● JOBSITE I
 - 12-19 ● EASEMENTS

PLAT(S) AND PLANS) FOR BELOW
UNITS RECORDED AS INDICATED :

UNITS 701-712, 801, 805, 809	INSTRUMENT # 201207757
UNITS 713-715, 756-758, 813, 860	INSTRUMENT # 201205584
UNITS 759-768, 801, 820, 824	INSTRUMENT # 201308161
UNITS 716-719, 816	INSTRUMENT # 20130361



I hereby certify the plan shown and described hereon contains the information required by and is true and correct to the accuracy required by Section 5813 of the Pennsylvania Uniform Planned Community Act, as amended.

Roy L. Chapman, P.E.
 August 26, 2016



DATE :
 AUGUST 19, 2016

ALPHA

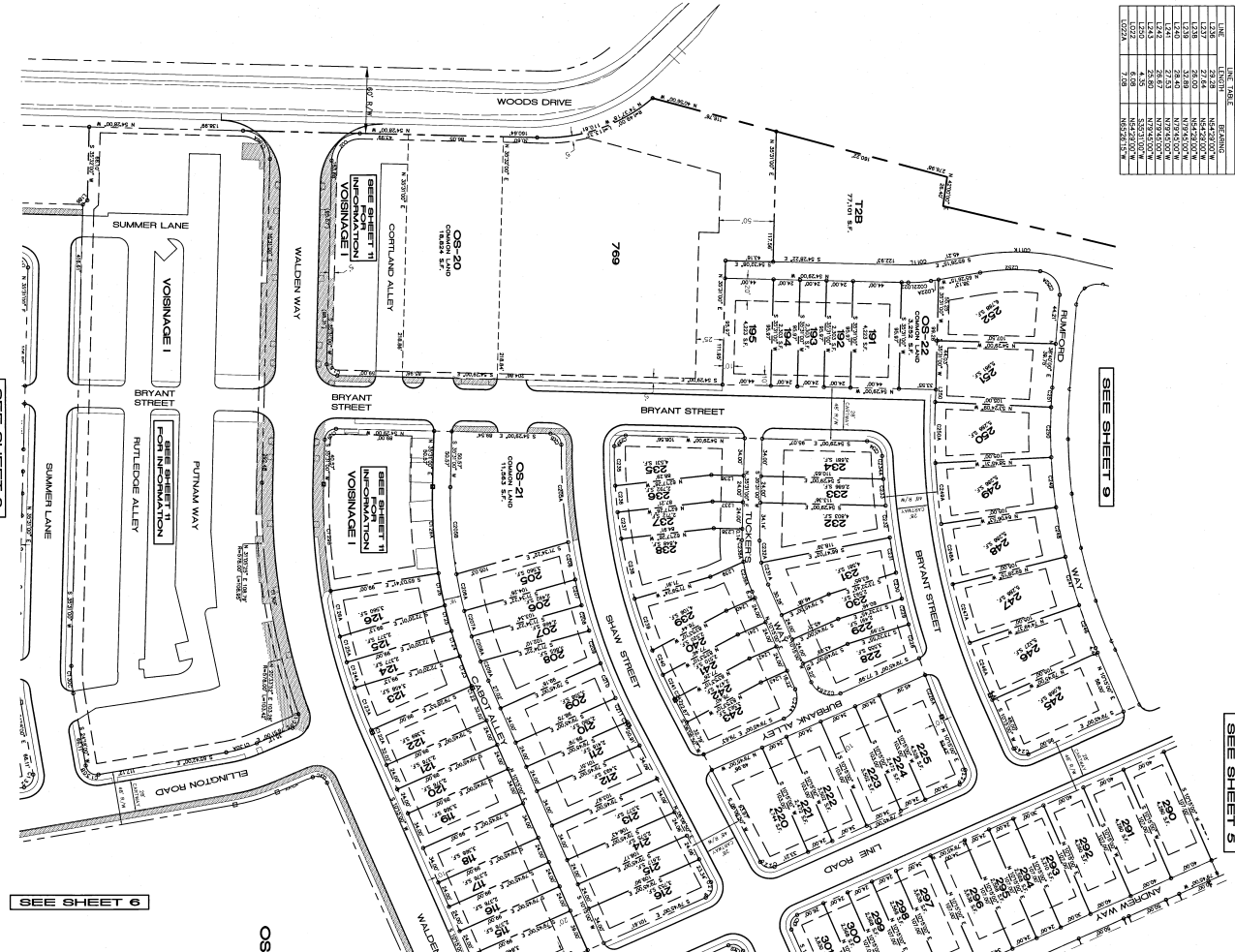
ALPHA CONSULTING ENGINEERS, INC.
 PLANNING • ENGINEERING • SURVEYING
 15 LIMEKILN RD., P.O. BOX G
 NEW CUMBERLAND, PA 17070
 PHONE: (717) 770-2400
 FAX: (717) 770-2400
 WWW.ALPHAENGINEERS.COM

ATTACHMENT TO THE SUBDIVISION MAP ACT
 OF THE PENNSYLVANIA ASSOCIATION FOR
 AN ESTABLISHMENT OF HOMEOWNERS ASSOCIATION FOR
 A PLANNED COMMUNITY IN CUMBERLAND COUNTY, PA
 IN SILVER SPRING TOWNSHIP, CUMBERLAND COUNTY, PA

P16 P1 # 2016 22407 (8-31-16)

LINE	START	END	DESCRIPTION
1	0+00	0+50	WALDEN WAY
2	0+50	1+00	WALDEN WAY
3	1+00	1+50	WALDEN WAY
4	1+50	2+00	WALDEN WAY
5	2+00	2+50	WALDEN WAY
6	2+50	3+00	WALDEN WAY
7	3+00	3+50	WALDEN WAY
8	3+50	4+00	WALDEN WAY
9	4+00	4+50	WALDEN WAY
10	4+50	5+00	WALDEN WAY
11	5+00	5+50	WALDEN WAY
12	5+50	6+00	WALDEN WAY
13	6+00	6+50	WALDEN WAY
14	6+50	7+00	WALDEN WAY
15	7+00	7+50	WALDEN WAY
16	7+50	8+00	WALDEN WAY
17	8+00	8+50	WALDEN WAY
18	8+50	9+00	WALDEN WAY
19	9+00	9+50	WALDEN WAY
20	9+50	10+00	WALDEN WAY
21	10+00	10+50	WALDEN WAY
22	10+50	11+00	WALDEN WAY
23	11+00	11+50	WALDEN WAY
24	11+50	12+00	WALDEN WAY
25	12+00	12+50	WALDEN WAY
26	12+50	13+00	WALDEN WAY
27	13+00	13+50	WALDEN WAY
28	13+50	14+00	WALDEN WAY
29	14+00	14+50	WALDEN WAY
30	14+50	15+00	WALDEN WAY
31	15+00	15+50	WALDEN WAY
32	15+50	16+00	WALDEN WAY
33	16+00	16+50	WALDEN WAY
34	16+50	17+00	WALDEN WAY
35	17+00	17+50	WALDEN WAY
36	17+50	18+00	WALDEN WAY
37	18+00	18+50	WALDEN WAY
38	18+50	19+00	WALDEN WAY
39	19+00	19+50	WALDEN WAY
40	19+50	20+00	WALDEN WAY
41	20+00	20+50	WALDEN WAY
42	20+50	21+00	WALDEN WAY
43	21+00	21+50	WALDEN WAY
44	21+50	22+00	WALDEN WAY
45	22+00	22+50	WALDEN WAY
46	22+50	23+00	WALDEN WAY
47	23+00	23+50	WALDEN WAY
48	23+50	24+00	WALDEN WAY
49	24+00	24+50	WALDEN WAY
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51	25+00	25+50	WALDEN WAY
52	25+50	26+00	WALDEN WAY
53	26+00	26+50	WALDEN WAY
54	26+50	27+00	WALDEN WAY
55	27+00	27+50	WALDEN WAY
56	27+50	28+00	WALDEN WAY
57	28+00	28+50	WALDEN WAY
58	28+50	29+00	WALDEN WAY
59	29+00	29+50	WALDEN WAY
60	29+50	30+00	WALDEN WAY
61	30+00	30+50	WALDEN WAY
62	30+50	31+00	WALDEN WAY
63	31+00	31+50	WALDEN WAY
64	31+50	32+00	WALDEN WAY
65	32+00	32+50	WALDEN WAY
66	32+50	33+00	WALDEN WAY
67	33+00	33+50	WALDEN WAY
68	33+50	34+00	WALDEN WAY
69	34+00	34+50	WALDEN WAY
70	34+50	35+00	WALDEN WAY
71	35+00	35+50	WALDEN WAY
72	35+50	36+00	WALDEN WAY
73	36+00	36+50	WALDEN WAY
74	36+50	37+00	WALDEN WAY
75	37+00	37+50	WALDEN WAY
76	37+50	38+00	WALDEN WAY
77	38+00	38+50	WALDEN WAY
78	38+50	39+00	WALDEN WAY
79	39+00	39+50	WALDEN WAY
80	39+50	40+00	WALDEN WAY
81	40+00	40+50	WALDEN WAY
82	40+50	41+00	WALDEN WAY
83	41+00	41+50	WALDEN WAY
84	41+50	42+00	WALDEN WAY
85	42+00	42+50	WALDEN WAY
86	42+50	43+00	WALDEN WAY
87	43+00	43+50	WALDEN WAY
88	43+50	44+00	WALDEN WAY
89	44+00	44+50	WALDEN WAY
90	44+50	45+00	WALDEN WAY
91	45+00	45+50	WALDEN WAY
92	45+50	46+00	WALDEN WAY
93	46+00	46+50	WALDEN WAY
94	46+50	47+00	WALDEN WAY
95	47+00	47+50	WALDEN WAY
96	47+50	48+00	WALDEN WAY
97	48+00	48+50	WALDEN WAY
98	48+50	49+00	WALDEN WAY
99	49+00	49+50	WALDEN WAY
100	49+50	50+00	WALDEN WAY

LINE	START	END	DESCRIPTION
101	50+00	50+50	WALDEN WAY
102	50+50	51+00	WALDEN WAY
103	51+00	51+50	WALDEN WAY
104	51+50	52+00	WALDEN WAY
105	52+00	52+50	WALDEN WAY
106	52+50	53+00	WALDEN WAY
107	53+00	53+50	WALDEN WAY
108	53+50	54+00	WALDEN WAY
109	54+00	54+50	WALDEN WAY
110	54+50	55+00	WALDEN WAY
111	55+00	55+50	WALDEN WAY
112	55+50	56+00	WALDEN WAY
113	56+00	56+50	WALDEN WAY
114	56+50	57+00	WALDEN WAY
115	57+00	57+50	WALDEN WAY
116	57+50	58+00	WALDEN WAY
117	58+00	58+50	WALDEN WAY
118	58+50	59+00	WALDEN WAY
119	59+00	59+50	WALDEN WAY
120	59+50	60+00	WALDEN WAY
121	60+00	60+50	WALDEN WAY
122	60+50	61+00	WALDEN WAY
123	61+00	61+50	WALDEN WAY
124	61+50	62+00	WALDEN WAY
125	62+00	62+50	WALDEN WAY
126	62+50	63+00	WALDEN WAY
127	63+00	63+50	WALDEN WAY
128	63+50	64+00	WALDEN WAY
129	64+00	64+50	WALDEN WAY
130	64+50	65+00	WALDEN WAY
131	65+00	65+50	WALDEN WAY
132	65+50	66+00	WALDEN WAY
133	66+00	66+50	WALDEN WAY
134	66+50	67+00	WALDEN WAY
135	67+00	67+50	WALDEN WAY
136	67+50	68+00	WALDEN WAY
137	68+00	68+50	WALDEN WAY
138	68+50	69+00	WALDEN WAY
139	69+00	69+50	WALDEN WAY
140	69+50	70+00	WALDEN WAY
141	70+00	70+50	WALDEN WAY
142	70+50	71+00	WALDEN WAY
143	71+00	71+50	WALDEN WAY
144	71+50	72+00	WALDEN WAY
145	72+00	72+50	WALDEN WAY
146	72+50	73+00	WALDEN WAY
147	73+00	73+50	WALDEN WAY
148	73+50	74+00	WALDEN WAY
149	74+00	74+50	WALDEN WAY
150	74+50	75+00	WALDEN WAY



NOTES

- LETTERS OF ALL "STREETS" AND "ALLEYS" ON SHEET 2.
- ASSOCIATION MAINTAINED PEDESTRIAN FACILITY (SIGNWAY).
- ASSOCIATION MAINTAINED PEDESTRIAN FACILITY (TRAIL).

GRAPHIC SCALE: 1" = 50'

SCALE: 1" = 50'

PROJECT NO.	200803
DRAWN BY	DLW
CHECKED BY	DLW
DATE	08-19-2008
SCALE	1" = 50'
SHEET	4

PLATS AND PLANS

WALDEN, A PLANNED COMMUNITY

SILVER SPRING TOWNSHIP, CUMBERLAND COUNTY, PENNSYLVANIA

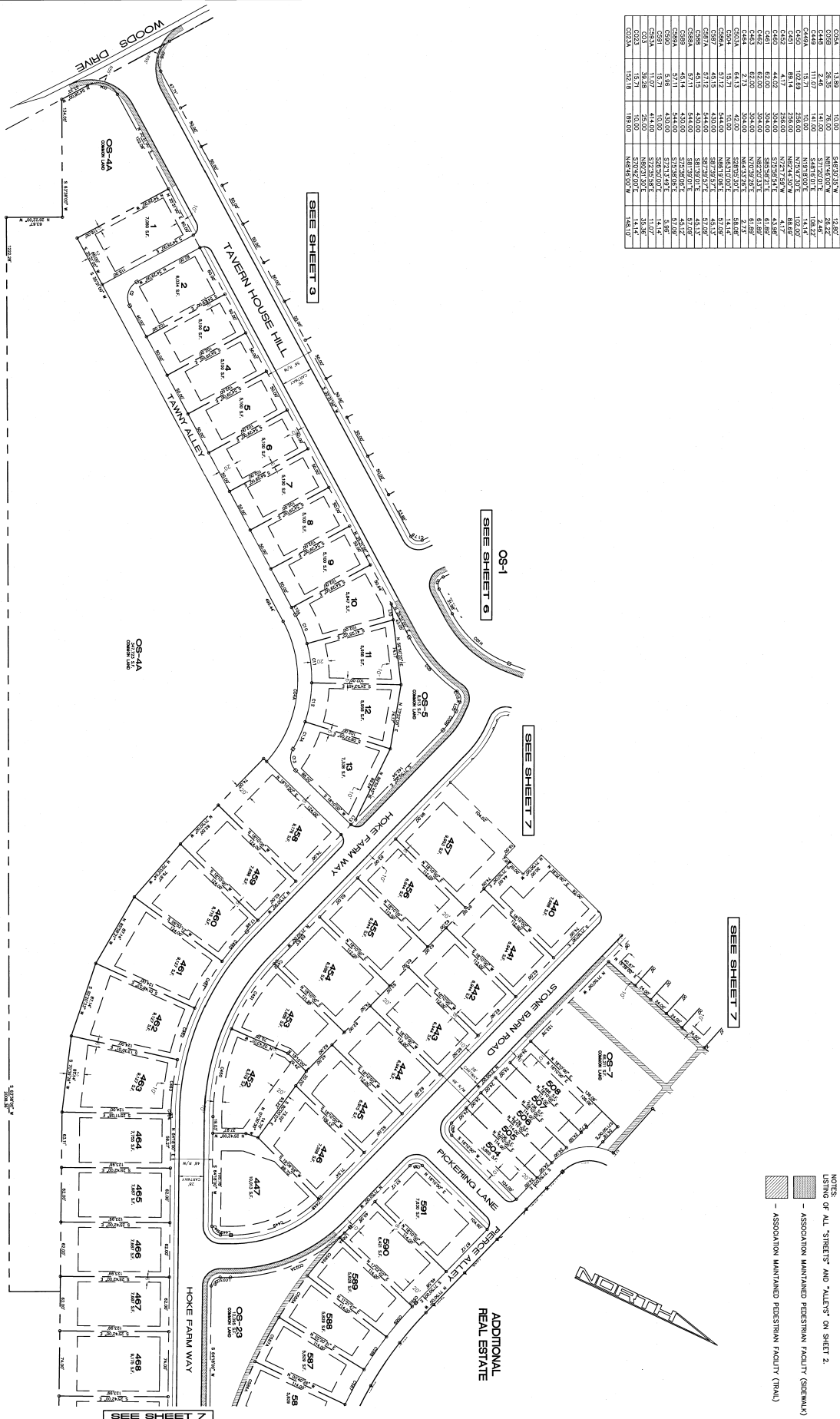
ALPHA

PLANNING & ENGINEERING & SURVEYING
 115 LIMERICK RD., P.O. BOX 63
 NEW CUMBERLAND, PA 17070
 PHONE: 717-770-2500
 FAX: 717-770-2400
 WWW.ALPHACEI.COM

DESIGN	DLW
DRAWN	DLW
CHECKED	DLW
DATE	08-19-2008

CLONE	LENGTH	CHAIN TABLE	CHORD
C1	31.42	NS272.00°E	28.282
C2	46.50	S242.00°E	41.840
C3	46.50	S242.00°E	41.840
C4	46.50	S242.00°E	41.840
C5	46.50	S242.00°E	41.840
C6	46.50	S242.00°E	41.840
C7	46.50	S242.00°E	41.840
C8	46.50	S242.00°E	41.840
C9	46.50	S242.00°E	41.840
C10	46.50	S242.00°E	41.840
C11	46.50	S242.00°E	41.840
C12	46.50	S242.00°E	41.840
C13	46.50	S242.00°E	41.840
C14	46.50	S242.00°E	41.840
C15	46.50	S242.00°E	41.840
C16	46.50	S242.00°E	41.840
C17	46.50	S242.00°E	41.840
C18	46.50	S242.00°E	41.840
C19	46.50	S242.00°E	41.840
C20	46.50	S242.00°E	41.840
C21	46.50	S242.00°E	41.840
C22	46.50	S242.00°E	41.840
C23	46.50	S242.00°E	41.840
C24	46.50	S242.00°E	41.840
C25	46.50	S242.00°E	41.840
C26	46.50	S242.00°E	41.840
C27	46.50	S242.00°E	41.840
C28	46.50	S242.00°E	41.840
C29	46.50	S242.00°E	41.840
C30	46.50	S242.00°E	41.840
C31	46.50	S242.00°E	41.840
C32	46.50	S242.00°E	41.840
C33	46.50	S242.00°E	41.840
C34	46.50	S242.00°E	41.840
C35	46.50	S242.00°E	41.840
C36	46.50	S242.00°E	41.840
C37	46.50	S242.00°E	41.840
C38	46.50	S242.00°E	41.840
C39	46.50	S242.00°E	41.840
C40	46.50	S242.00°E	41.840
C41	46.50	S242.00°E	41.840
C42	46.50	S242.00°E	41.840
C43	46.50	S242.00°E	41.840
C44	46.50	S242.00°E	41.840
C45	46.50	S242.00°E	41.840
C46	46.50	S242.00°E	41.840
C47	46.50	S242.00°E	41.840
C48	46.50	S242.00°E	41.840
C49	46.50	S242.00°E	41.840
C50	46.50	S242.00°E	41.840
C51	46.50	S242.00°E	41.840
C52	46.50	S242.00°E	41.840
C53	46.50	S242.00°E	41.840
C54	46.50	S242.00°E	41.840
C55	46.50	S242.00°E	41.840
C56	46.50	S242.00°E	41.840
C57	46.50	S242.00°E	41.840
C58	46.50	S242.00°E	41.840
C59	46.50	S242.00°E	41.840
C60	46.50	S242.00°E	41.840
C61	46.50	S242.00°E	41.840
C62	46.50	S242.00°E	41.840
C63	46.50	S242.00°E	41.840
C64	46.50	S242.00°E	41.840
C65	46.50	S242.00°E	41.840
C66	46.50	S242.00°E	41.840
C67	46.50	S242.00°E	41.840
C68	46.50	S242.00°E	41.840
C69	46.50	S242.00°E	41.840
C70	46.50	S242.00°E	41.840
C71	46.50	S242.00°E	41.840
C72	46.50	S242.00°E	41.840
C73	46.50	S242.00°E	41.840
C74	46.50	S242.00°E	41.840
C75	46.50	S242.00°E	41.840
C76	46.50	S242.00°E	41.840
C77	46.50	S242.00°E	41.840
C78	46.50	S242.00°E	41.840
C79	46.50	S242.00°E	41.840
C80	46.50	S242.00°E	41.840
C81	46.50	S242.00°E	41.840
C82	46.50	S242.00°E	41.840
C83	46.50	S242.00°E	41.840
C84	46.50	S242.00°E	41.840
C85	46.50	S242.00°E	41.840
C86	46.50	S242.00°E	41.840
C87	46.50	S242.00°E	41.840
C88	46.50	S242.00°E	41.840
C89	46.50	S242.00°E	41.840
C90	46.50	S242.00°E	41.840
C91	46.50	S242.00°E	41.840
C92	46.50	S242.00°E	41.840
C93	46.50	S242.00°E	41.840
C94	46.50	S242.00°E	41.840
C95	46.50	S242.00°E	41.840
C96	46.50	S242.00°E	41.840
C97	46.50	S242.00°E	41.840
C98	46.50	S242.00°E	41.840
C99	46.50	S242.00°E	41.840
C100	46.50	S242.00°E	41.840

LINE TABLE	BEARING	DISTANCE
101	9.44	S272.00°E
102	7.98	S272.00°E
103	16.84	N272.00°E
104	11.98	N272.00°E



NO.	DATE	DESCRIPTION	BY

NOTES:
 LISTING OF ALL STREETS AND ALLEYS ON SHEET 2.
 ASSOCIATION MAINTAINED PEDESTRIAN FACILITY (SEMIWAY).
 ASSOCIATION MAINTAINED PEDESTRIAN FACILITY (TRAIL).

PROJECT NO.: 200708
 SURVEY BOOK:
 SCALE: 1" = 50'
 DATE: 08-19-2016
 SHEET 8

PLATS AND PLANS
WALDEN, A PLANNED COMMUNITY
 SILVER SPRING TOWNSHIP, CUMBERLAND COUNTY, PENNSYLVANIA

SEAL
 SEAL

ALPHA
 ALPHA CONSULTING ENGINEERS, INC.
 PLANNING • ENGINEERING • SURVEYING
 115 LIMEKILN RD., P.O. BOX 10
 NEW CUMBERLAND, PA 17070
 PHONE: 717-770-2500
 FAX: 717-770-2400
 WWW.ALPHACEI.COM

DESIGN: DMW
 DRAWN: HAW
 CHECKED: RAC
 DATE: 08-19-2016

LINE NUMBER	DESCRIPTION	LINE NUMBER	DESCRIPTION
1	324	13	338
2	325	14	339
3	326	15	340
4	327	16	341
5	328	17	342
6	329	18	343
7	330	19	344
8	331	20	345
9	332	21	346
10	333	22	347
11	334	23	348
12	335	24	349
13	336	25	350
14	337	26	351
15	338	27	352
16	339	28	353
17	340	29	354
18	341	30	355
19	342	31	356
20	343	32	357
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22	345	34	359
23	346	35	360
24	347	36	361
25	348	37	362
26	349	38	363
27	350	39	364
28	351	40	365
29	352	41	366
30	353	42	367
31	354	43	368
32	355	44	369
33	356	45	370
34	357	46	371
35	358	47	372
36	359	48	373
37	360	49	374
38	361	50	375
39	362	51	376
40	363	52	377
41	364	53	378
42	365	54	379
43	366	55	380
44	367	56	381
45	368	57	382
46	369	58	383
47	370	59	384
48	371	60	385
49	372	61	386
50	373	62	387
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54	377	66	391
55	378	67	392
56	379	68	393
57	380	69	394
58	381	70	395
59	382	71	396
60	383	72	397
61	384	73	398
62	385	74	399
63	386	75	400
64	387	76	401
65	388	77	402
66	389	78	403
67	390	79	404
68	391	80	405
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76	399	88	413
77	400	89	414
78	401	90	415
79	402	91	416
80	403	92	417
81	404	93	418
82	405	94	419
83	406	95	420
84	407	96	421
85	408	97	422
86	409	98	423
87	410	99	424
88	411	100	425



NOTES:
 - LISTING OF ALL "STREETS" AND "ALLEYS" ON SHEET 2.
 - ASSOCIATION MAINTAINED PEDESTRIAN FACILITY (SIPWALK).
 - ASSOCIATION MAINTAINED PEDESTRIAN FACILITY (TRAIL).

GRAPHIC SCALE
 100 50 0 50 100
 FEET

SEE SHEET 5

SEE SHEET 6

SEE SHEET 9

SEE SHEET 9

LINE NUMBER	DESCRIPTION	LINE NUMBER	DESCRIPTION
1	324	13	338
2	325	14	339
3	326	15	340
4	327	16	341
5	328	17	342
6	329	18	343
7	330	19	344
8	331	20	345
9	332	21	346
10	333	22	347
11	334	23	348
12	335	24	349
13	336	25	350
14	337	26	351
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33	356	45	370
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37	360	49	374
38	361	50	375
39	362	51	376
40	363	52	377
41	364	53	378
42	365	54	379
43	366	55	380
44	367	56	381
45	368	57	382
46	369	58	383
47	370	59	384
48	371	60	385
49	372	61	386
50	373	62	387
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52	375	64	389
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55	378	67	392
56	379	68	393
57	380	69	394
58	381	70	395
59	382	71	396
60	383	72	397
61	384	73	398
62	385	74	399
63	386	75	400
64	387	76	401
65	388	77	402
66	389	78	403
67	390	79	404
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70	393	82	407
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72	395	84	409
73	396	85	410
74	397	86	411
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77	400	89	414
78	401	90	415
79	402	91	416
80	403	92	417
81	404	93	418
82	405	94	419
83	406	95	420
84	407	96	421
85	408	97	422
86	409	98	423
87	410	99	424
88	411	100	425

LINE NUMBER	DESCRIPTION	LINE NUMBER	DESCRIPTION
1	324	13	338
2	325	14	339
3	326	15	340
4	327	16	341
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6	329	18	343
7	330	19	344
8	331	20	345
9	332	21	346
10	333	22	347
11	334	23	348
12	335	24	349
13	336	25	350
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21	344	33	358
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26	349	38	363
27	350	39	364
28	351	40	365
29	352	41	366
30	353	42	367
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33	356	45	370
34	357	46	371
35	358	47	372
36	359	48	373
37	360	49	374
38	361	50	375
39	362	51	376
40	363	52	377
41	364	53	378
42	365	54	379
43	366	55	380
44	367	56	381
45	368	57	382
46	369	58	383
47	370	59	384
48	371	60	385
49	372	61	386
50	373	62	387
51	374	63	388
52	375	64	389
53	376	65	390
54	377	66	391
55	378	67	392
56	379	68	393
57	380	69	394
58	381	70	395
59	382	71	396
60	383	72	397
61	384	73	398
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63	386	75	400
64	387	76	401
65	388	77	402
66	389	78	403
67	390	79	404
68	391	80	405
69	392	81	406
70	393	82	407
71	394	83	408
72	395	84	409
73	396	85	410
74	397	86	411
75	398	87	412
76	399	88	413
77	400	89	414
78	401	90	415
79	402	91	416
80	403	92	417
81	404	93	418
82	405	94	419
83	406	95	420
84	407	96	421
85	408	97	422
86	409	98	423
87	410	99	424
88	411	100	425

PLATS AND PLANS

WALDEN, A PLANNED COMMUNITY

SILVER SPRING TOWNSHIP, CUMBERLAND COUNTY, PENNSYLVANIA

SCALE

SCALE 1" = 50'

GRAPHIC SCALE

ALPHA PLANNING • ENGINEERING • SURVEYING

NEW CUMBERLAND, PA 17070

PHONE: (717) 770-2400

FAX: (717) 770-2400

WWW.ALPHACE.COM

DESIGN: D.A.W.

DRAWN: H.A.W.

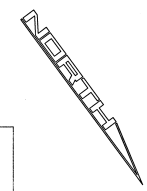
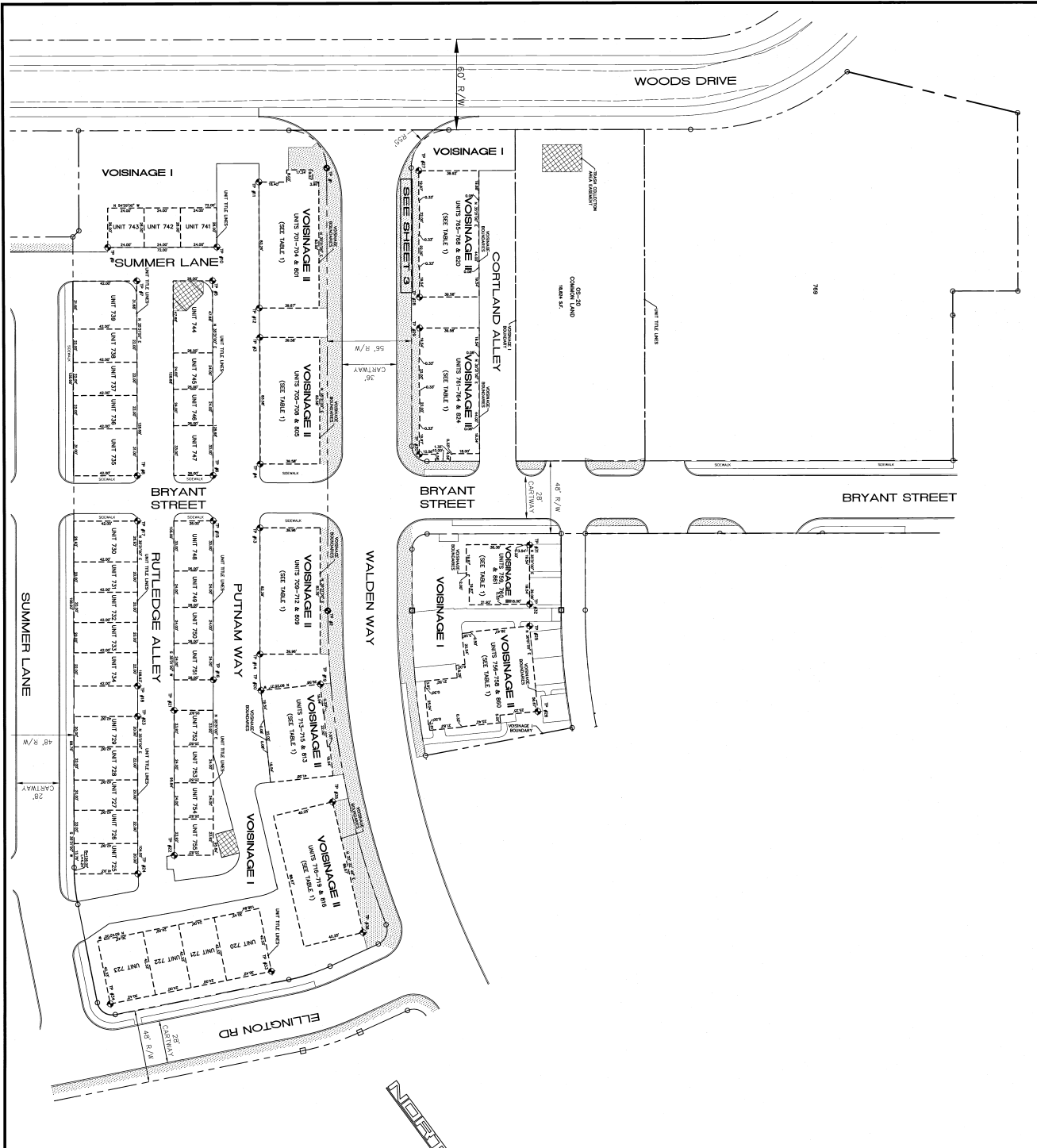
CHECKED: R.A.C.

DATE: 06-18-2016

PROJECT NO. _____

BOOK: _____

SHEET 10



- NOTES:
- 1. LISTING OF ALL "STREETS" AND "ALLEYS" ON SHEET 2.
- ASSOCIATION MAINTAINED PEDESTRIAN FACILITY (SIGNAL)
 - ASSOCIATION MAINTAINED PEDESTRIAN FACILITY (TRAIL)
 - TRASH COLLECTION AREA EASEMENT

TABLE 1

Units	Shells	Description
701-704 & 801	P5-P10	Recorded
705-708 & 805	P1-P5	as part of Instrument Number 201207157
709-712 & 809	P11-P15	as part of Instrument Number 201207157
713-715 & 813	P16-P19	as part of Instrument Number 201235584
716-719 & 816	P20-P23	as part of Instrument Number 201235584
755-758 & 850	P24-P25	as part of Instrument Number 201388161
759-760 & 801	P27-P31	as part of Instrument Number 201388161
761-764 & 824	P32-P36	as part of Instrument Number 201388161
765-768 & 820		

THE POINT TABLE

THE POINT #	EASTING	NORTHING
1	2347.68	5668.67
2	2517.82	4043.60
3	2473.22	4027.78
4	2473.22	4027.78
5	2357.16	3974.91
6	2480.91	4091.43
7	2480.91	4091.43
8	2430.88	4091.43
9	2298.50	4017.20
10	2521.28	3911.25
11	2521.28	3911.25
12	2356.23	3966.77
13	2507.07	4047.16
14	2487.47	4047.16
15	2488.73	4068.77
16	2368.15	4131.72
17	2542.57	4174.25
18	2542.57	4174.25
19	2611.97	4076.37
20	2592.78	4110.46
21	2592.78	4110.46
22	2648.53	4221.49
23	2558.71	4188.19
24	2558.71	4188.19
25	2665.64	3942.14
26	2714.42	3971.31
27	2580.52	3971.31
28	2580.52	3971.31
29	2468.23	3883.29
30	2551.10	3933.15
31	2551.10	3933.15
32	2558.42	3933.15
33	2748.98	4215.38
34	2702.58	4115.79
35	2702.58	4115.79
36	2762.67	4151.53

PROJECT NO.
SHEET NO. 11

PLATS AND PLANS
VOISINAGE I
WALDEN, A PLANNED COMMUNITY
SILVER SPRING TOWNSHIP, CUMBERLAND COUNTY, PENNSYLVANIA

SEAL

ALPHA
ALPHA CONSULTING ENGINEERS, INC.
PLANNING & ENGINEERING & SURVEYING
115 LIMEKILN RD., P.O. BOX 63
NEW CUMBERLAND, PA 17070
PHONE: (717) 770-2900
FAX: (717) 770-2400
WWW.ALPHACE.COM

DESIGN : D.J.W.
DRAWN : H.A.W.
CHECKED : R.A.C.
DATE : 09-19-2016



SEE SHEET 12

SEE SHEET 18

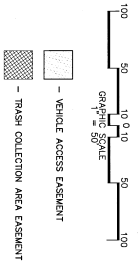
SEE SHEET 14

SEE SHEET 15

SEE SHEET 14

SEE SHEET 14

NO.	DATE	DESCRIPTION	BY



- VEHICLE ACCESS EASEMENT
- TRASH COLLECTION AREA EASEMENT

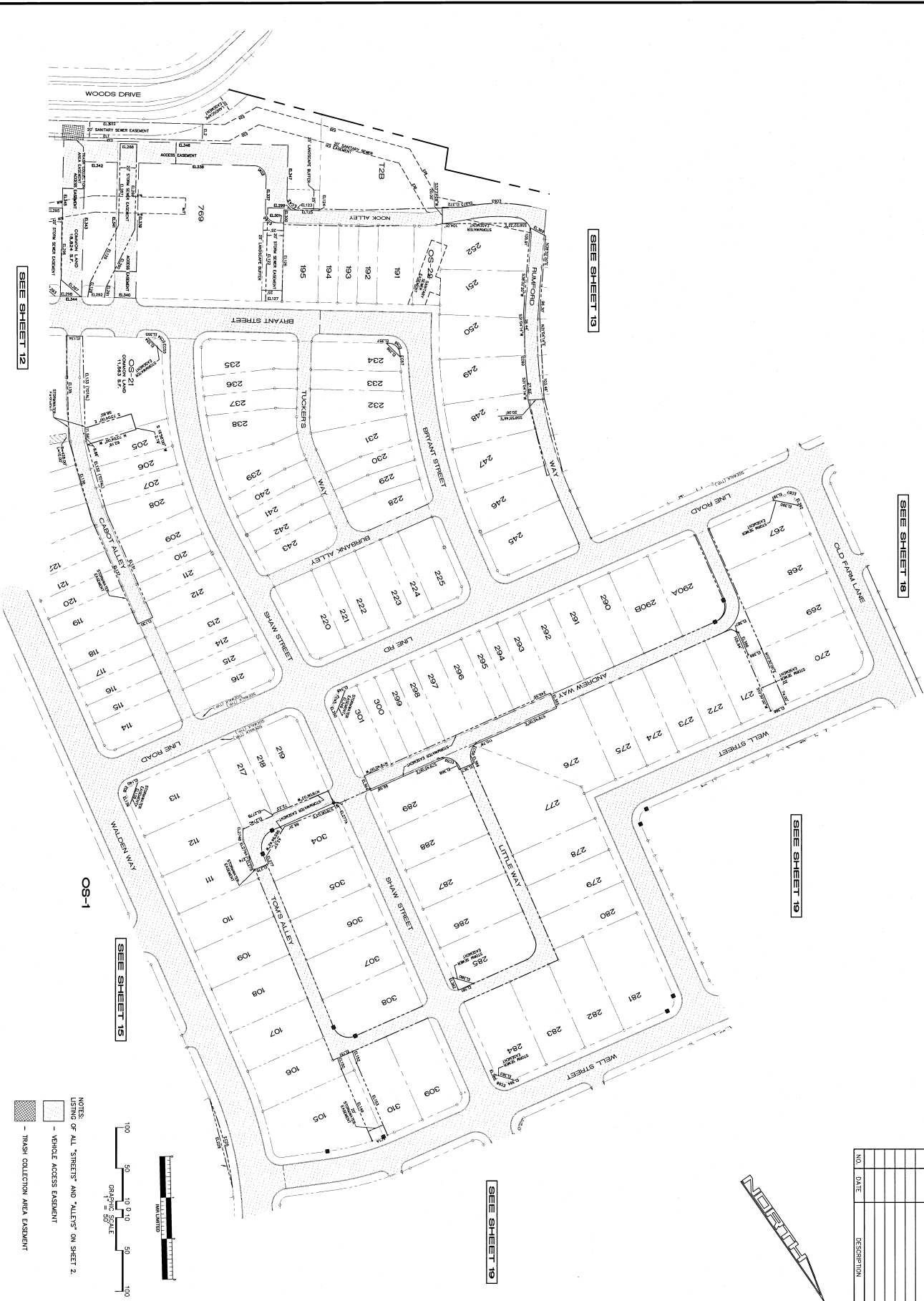
PROJECT NO. _____
 SHEET NO. **13**

**PLATS AND PLANS
 EASEMENTS**
WALDEN, A PLANNED COMMUNITY
 SILVER SPRING TOWNSHIP, CUMBERLAND COUNTY, PENNSYLVANIA

SEAL _____ SEAL _____

ALPHA
 ALPHA CONSULTING ENGINEERS, INC.
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 115 LIMEKILN RD., P.O. BOX 13
 NEW CUMBERLAND, PA 17070
 PHONE: (717) 770-2500
 FAX: (717) 770-2400
 WWW.ALPHACE.COM

DESIGN: D.J.W.
 DRAWN: H.A.W.
 CHECKED: R.A.C.
 DATE: 09-19-2018



SEE SHEET 12

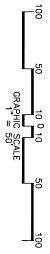
SEE SHEET 13

SEE SHEET 18

SEE SHEET 19

SEE SHEET 19

NOTES:
 LISTING OF ALL SHEETS AND ALLEYS ON SHEET 2.
 - VEHICLE ACCESS EASEMENT
 - TRASH COLLECTION AREA EASEMENT



PROJECT NO.	2408
DATE	08-18-2016
SCALE	1" = 50'
SHEET	14

**PLATS AND PLANS
 EASEMENTS**
WALDEN, A PLANNED COMMUNITY
 SILVER SPRING TOWNSHIP, CUMBERLAND COUNTY, PENNSYLVANIA

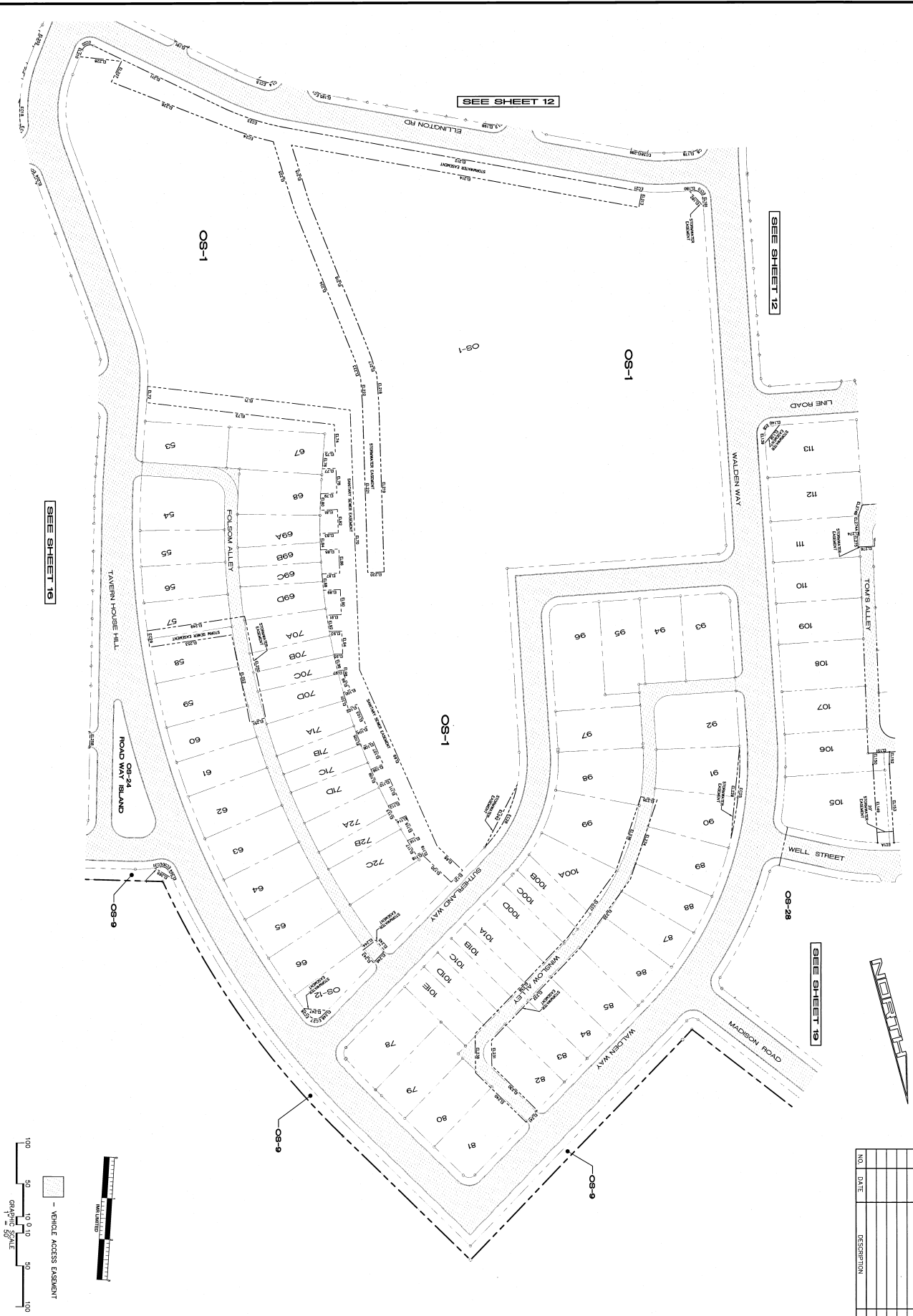
SEAL

ALPHA
 ALPHA CONSULTING ENGINEERS, INC.

PLANNING • ENGINEERING • SURVEYING
 115 LIMEGLEN RD. P.O. BOX 67
 NEW CUMBERLAND, PA 17070
 PHONE: 717.770 - 2800
 FAX: (717) 770 - 2400
 WWW.ALPHACOE.COM

NO.	DATE	DESCRIPTION	BY

DESIGN	D.J.W.
DRAWN	H.A.W.
CHECKED	R.A.C.
DATE	08-18-2016



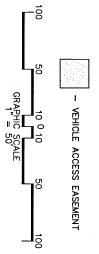
SEE SHEET 12

SEE SHEET 12

SEE SHEET 16

SEE SHEET 14

SEE SHEET 19



NO.	DATE	DESCRIPTION	BY

PROJECT NO.
SHEET BOOK:
SCALE: 1" = 50'
DATE: 08-19-2018
SHEET 15

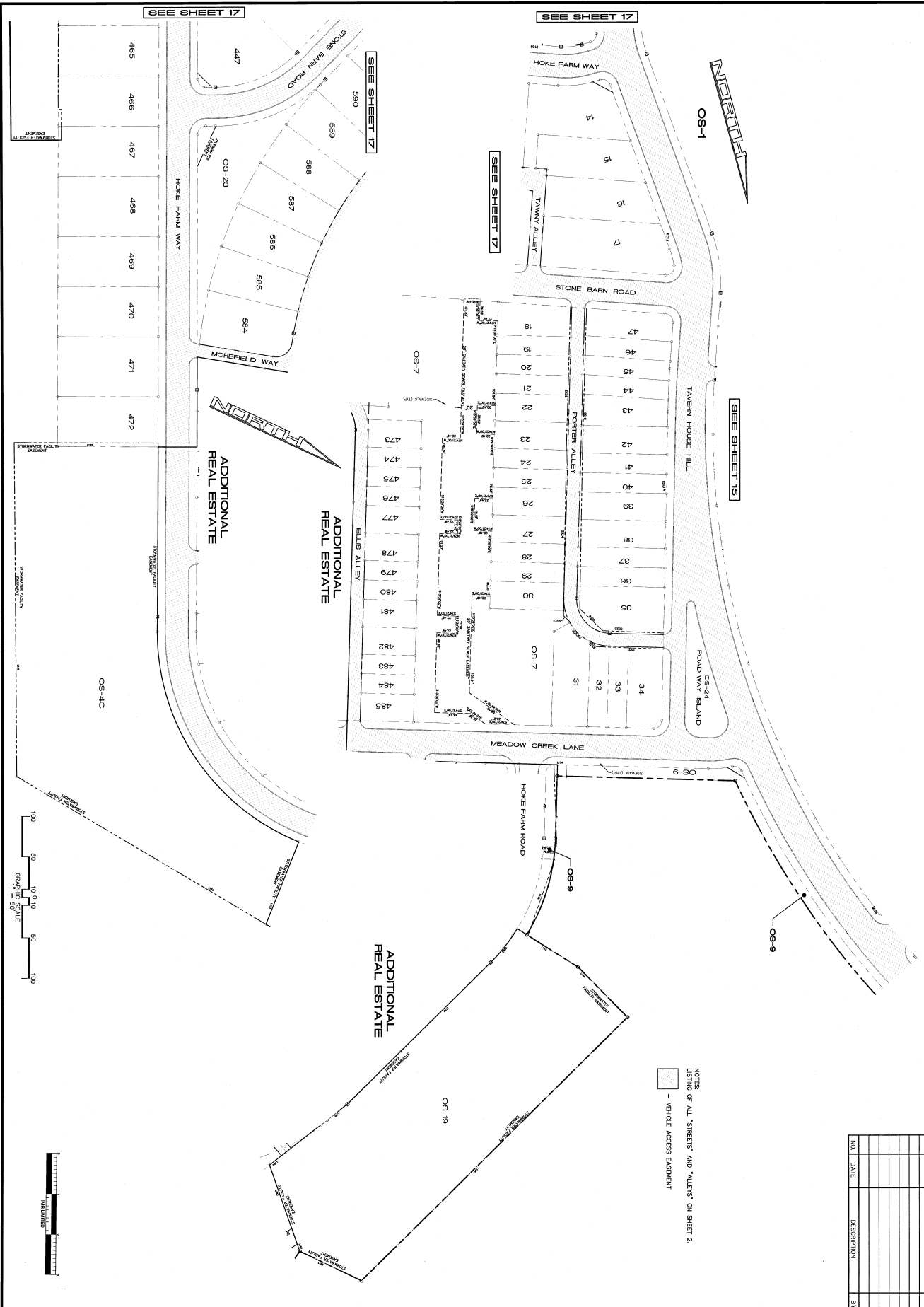
PLATS AND PLANS
EASEMENTS
WALDEN, A PLANNED COMMUNITY
SILVER SPRING TOWNSHIP, CUMBERLAND COUNTY, PENNSYLVANIA

SEAL

SEAL

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PHONE: 717.770-2500
FAX: (717) 770-2400
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DESIGN: D.J.W.
DRAWN: H.A.W.
CHECKED: R.A.C.
DATE: 08-19-2018



NO.	DATE	DESCRIPTION	BY

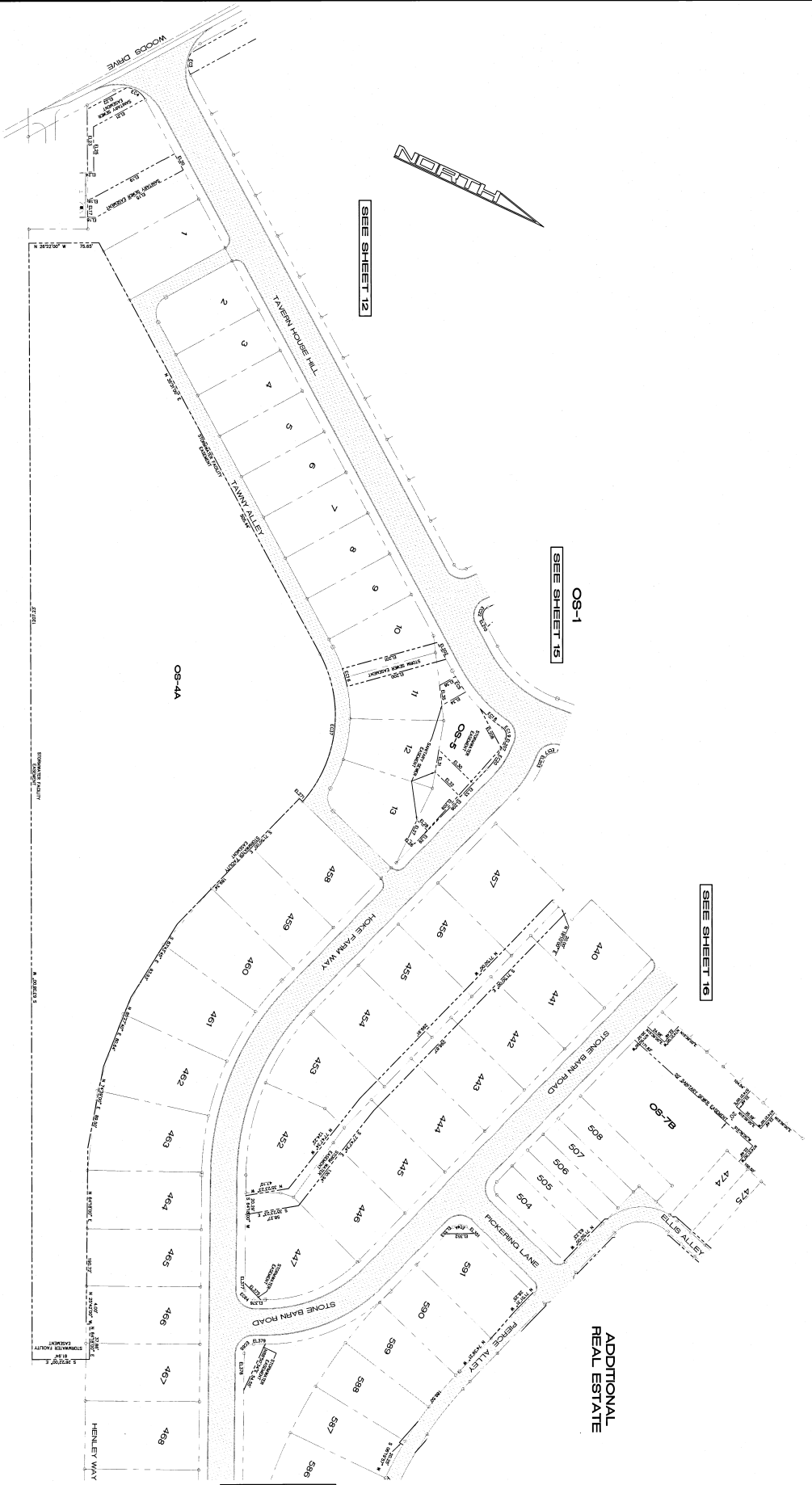
NOTES:
 LISTING OF ALL "STREETS" AND "ALLEYS" ON SHEET 2.
 - VEHICLE ACCESS EASEMENT

PROJECT NO. 2008-0302
 DRAWN BY: J. BROWN
 CHECKED BY: R.A.C.
 DATE: 08-18-2016
 TITLE: WALKER TRACT
 SHEET 16

PLATS AND PLANS
WALDEN, A PLANNED COMMUNITY
 SILVER SPRING TOWNSHIP, CUMBERLAND COUNTY, PENNSYLVANIA

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 FAX: (717) 770-2400
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SEE SHEET 12

SEE SHEET 15

SEE SHEET 16

SEE SHEET 16



VEHICLE ACCESS EASEMENT

PROJECT NO.	
SURVEY BOOK 5	
SCALE: 1" = 50'	
DATE: 08-19-2016	
SHEET 17	

PLATS AND PLANS
EASEMENTS
WALDEN, A PLANNED COMMUNITY
SILVER SPRING TOWNSHIP, CUMBERLAND COUNTY, PENNSYLVANIA

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NEW CUMBERLAND, PA 17070
PHONE: 717-770-2500
FAX: 717-770-2400
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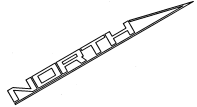
NO.	DATE	DESCRIPTION	BY

DESIGN : D.A.M.
DRAWN : H.A.R.
CHECKED : R.A.C.
DATE : 08-19-2016



NOTES
LISTING OF ALL "STREETS" AND "ALLEYS" ON SHEET 2
- VEHICLE ACCESS EASEMENT

SEE SHEET 13



LINE NUMBER	LINE TABLE	LINE NUMBER	LINE TABLE
146	100.00	146	100.00
147	20.00	147	100.00
148	14.17	148	100.00
149	14.17	149	100.00
150	14.17	150	100.00
151	14.17	151	100.00
152	14.17	152	100.00
153	14.17	153	100.00
154	14.17	154	100.00
155	14.17	155	100.00
156	14.17	156	100.00
157	14.17	157	100.00
158	14.17	158	100.00
159	14.17	159	100.00
160	14.17	160	100.00
161	14.17	161	100.00
162	14.17	162	100.00
163	14.17	163	100.00
164	14.17	164	100.00
165	14.17	165	100.00
166	14.17	166	100.00
167	14.17	167	100.00
168	14.17	168	100.00
169	14.17	169	100.00
170	14.17	170	100.00
171	14.17	171	100.00
172	14.17	172	100.00
173	14.17	173	100.00
174	14.17	174	100.00
175	14.17	175	100.00
176	14.17	176	100.00
177	14.17	177	100.00
178	14.17	178	100.00
179	14.17	179	100.00
180	14.17	180	100.00

DATE	BY	DESCRIPTION

NO.	DATE	DESCRIPTION	BY

PROJECT NO. 2008-0001
SUNBELT DESIGN, INC.
SCALE: 1" = 50'
DATE: 08-18-2016
SHEET 18

PLATS AND PLANS
WALDEN, A PLANNED COMMUNITY
SILVER SPRING TOWNSHIP, CUMBERLAND COUNTY, PENNSYLVANIA

SEAL

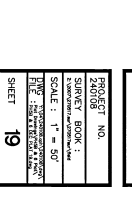
ALPHA PLANNING • ENGINEERING • SURVEYING
110 LIMEKILN RD. P.O. BOX 61
NEW CUMBERLAND, PA 17070
PHONE: 717 770-2600
FAX: 717 770-2400
WWW.ALPHACON.COM

DESIGNER: D.L.W.
DRAWN: P.L.W.
CHECKED: P.L.W.
DATE: 08-18-2016

LINE LENGTH	POSITION	LINE LENGTH	DIRECTION
148	271.37	N45° 34' 00" W	
149	223.99	N45° 34' 00" W	
150	223.99	N45° 34' 00" W	
151	223.99	N45° 34' 00" W	
152	223.99	N45° 34' 00" W	
153	223.99	N45° 34' 00" W	
154	100.00	S80° 44' 31" E	
155	100.00	S80° 44' 31" E	
156	100.00	S80° 44' 31" E	
157	100.00	S80° 44' 31" E	
158	100.00	S80° 44' 31" E	
159	100.00	S80° 44' 31" E	
160	100.00	S80° 44' 31" E	
161	100.00	S80° 44' 31" E	
162	100.00	S80° 44' 31" E	
163	100.00	S80° 44' 31" E	
164	100.00	S80° 44' 31" E	
165	100.00	S80° 44' 31" E	
166	100.00	S80° 44' 31" E	
167	100.00	S80° 44' 31" E	
168	100.00	S80° 44' 31" E	
169	100.00	S80° 44' 31" E	
170	100.00	S80° 44' 31" E	
171	100.00	S80° 44' 31" E	
172	100.00	S80° 44' 31" E	
173	100.00	S80° 44' 31" E	
174	100.00	S80° 44' 31" E	
175	100.00	S80° 44' 31" E	
176	100.00	S80° 44' 31" E	
177	100.00	S80° 44' 31" E	
178	100.00	S80° 44' 31" E	
179	100.00	S80° 44' 31" E	
180	100.00	S80° 44' 31" E	
181	100.00	S80° 44' 31" E	
182	100.00	S80° 44' 31" E	
183	100.00	S80° 44' 31" E	
184	100.00	S80° 44' 31" E	
185	100.00	S80° 44' 31" E	
186	100.00	S80° 44' 31" E	
187	100.00	S80° 44' 31" E	
188	100.00	S80° 44' 31" E	
189	100.00	S80° 44' 31" E	
190	100.00	S80° 44' 31" E	
191	100.00	S80° 44' 31" E	
192	100.00	S80° 44' 31" E	
193	100.00	S80° 44' 31" E	
194	100.00	S80° 44' 31" E	
195	100.00	S80° 44' 31" E	
196	100.00	S80° 44' 31" E	
197	100.00	S80° 44' 31" E	
198	100.00	S80° 44' 31" E	
199	100.00	S80° 44' 31" E	
200	100.00	S80° 44' 31" E	



NOTES:
LISTING OF ALL 'STREETS' AND 'ALLEYS' ON SHEET 2.
- VEHICLE ACCESS EASEMENT



PROJECT NO. _____
DRAWN BY: _____
CHECKED BY: _____
DATE: 08-18-2016
SHEET 19

PLATS AND PLANS
WALDEN, A PLANNED COMMUNITY
SILVER SPRING TOWNSHIP, CUMBERLAND COUNTY, PENNSYLVANIA

SEAL _____
SEAL _____

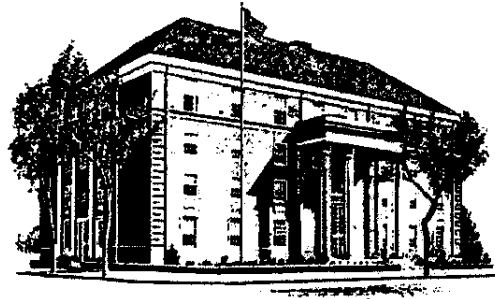
ALPHA PLANNING • ENGINEERING • SURVEYING
16 LIMERICK RD. P.O. BOX 151
NEW CUMBERLAND, PA 17070
PHONE: 717 770 - 2500
FAX: (717) 770 - 2400
WWW.ALPHACON.COM

NO.	DATE	DESCRIPTION	BY

DESIGN: D.J.W.
DRAWN: H.A.W.
CHECKED: R.A.C.
DATE: 08-18-2016

Jim Gifford 8-21-16

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



**Instrument Number - 201622408
Recorded On 8/31/2016 At 2:19:45 PM**

*** Total Pages - 16**

*** Instrument Type - AMENDMENT**

Invoice Number - 214533 User ID - KW

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

*** Grantee - CHARTER HOMES AT WALDEN INC**

*** Customer - MCNEES**

*** FEES**

STATE WRIT TAX	\$0.50
RECORDING FEES -	\$79.50
RECORDER OF DEEDS PARCEL CERTIFICATION FEES	\$15.00
COUNTY ARCHIVES FEE	\$2.00
ROD ARCHIVES FEE	\$3.00
TOTAL PAID	\$100.00

**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 stylized, 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.**

00H06I



28915
ML Needs



00H8PC

12

Parcel ID#: 38-07-0459-359

Pursuant to the provisions of 68 Pa.C.S. Section 5219(c), this Amendment to Declaration shall be recorded in the Office of the Recorder of Deeds in and for Cumberland County, Pennsylvania, and shall be indexed in the name of **Walden, a Planned Community** (Name of Planned Community) in the **grantor** index and shall be indexed in the name of **Walden, a Planned Community** (Name of Planned Community) in the **grantee** index

All of the real property made subject to this Amendment is located in **Silver Spring Township, Cumberland County, Pennsylvania**

**EIGHTEENTH AMENDMENT TO
DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS
AND ESTABLISHMENT OF HOMEOWNERS ASSOCIATION FOR
WALDEN, A PLANNED COMMUNITY
IN SILVER SPRING TOWNSHIP, CUMBERLAND COUNTY, PENNSYLVANIA**

See Rlw Attached

**EIGHTEENTH AMENDMENT TO
DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS
AND ESTABLISHMENT OF HOMEOWNERS ASSOCIATION FOR
WALDEN, A PLANNED COMMUNITY
IN SILVER SPRING TOWNSHIP, CUMBERLAND COUNTY, PENNSYLVANIA**

This Eighteenth Amendment to Declaration is made this 30th day of October, 2017 by Charter Homes at Walden, Inc., a Pennsylvania corporation, the Declarant of Walden, a Planned Community.

PREAMBLE

WHEREAS, the Subject Property (as such term is defined in Section 1.61 of the Declaration, as amended) has been made subject to the terms and conditions of the Declaration by the following documents of record in the Office of the Recorder of Deeds in and for Cumberland County, Pennsylvania (collectively, the "Declaration"):

Declaration of Covenants, Restrictions, Easements and Establishment of Homeowners Association for Walden, a Planned Community in Silver Spring Township, Cumberland County, Pennsylvania as Instrument Number 200732950, as amended by:
First Amendment as Instrument Number 200940104;
Second Amendment as Instrument Number 201126996;
Third Amendment as Instrument Number 201207757;
Fourth Amendment as Instrument Number 201225051;
Fifth Amendment as Instrument Number 201235584;
Sixth Amendment as Instrument Number 201308161;
Seventh Amendment as Instrument Number 201317632;
Eighth Amendment as Instrument Number 201330361;
Ninth Amendment as Instrument Number 201333549;
Tenth Amendment as Instrument Number 201401758;
Eleventh Amendment as Instrument Number 201412157;
Twelfth Amendment as Instrument Number 201418159;
Thirteenth Amendment as Instrument Number 201421373;
Fourteenth Amendment as Instrument Number 201513425;
Fifteenth Amendment as Instrument Number 201532305;
Sixteenth Amendment as Instrument Number 201615947; and
Seventeenth Amendment as Instrument Number 201622408.

WHEREAS, the Declaration was executed by Charter Homes at Walden, Inc., a Pennsylvania corporation ("Declarant") in accordance with the provisions of the Pennsylvania Uniform Planned Community Act, 68 Pa.C.S.A. §5101, *et seq.*, as amended (the "Act"); and

WHEREAS, the Declarant is the sole owner of the real property (the "Accretion Property") described in Exhibit "L" attached to this Eighteenth Amendment to Declaration and made a part hereof excluding thereout and therefrom the real property described in Exhibit "K" attached to the

Seventeenth Amendment to Declaration; and

WHEREAS, the Accretion Property includes Property Phases 8B and 9 of the Subject Property, which have been approved for subdivision by Silver Spring Township, Cumberland County, Pennsylvania as shown on that certain plan identified as *Revised Preliminary/Final Subdivision Plan - Phases 8B and 9, Walden, Silver Spring Township, Cumberland County, Pennsylvania* of record in the Office of the Recorder of Deeds in and for Cumberland County, Pennsylvania as Instrument Number 201710823; and

WHEREAS, pursuant to the provisions of Section 3.9 of the Declaration, there is reserved to the Declarant, until the Incorporation Termination Date, the unrestricted option to make subject, or to refrain from making subject, to the Declaration and to the provisions, terms and conditions of the Declaration, some, or all, of the Additional Real Estate; and

WHEREAS, in accordance with the provisions of Section 3.9 of the Declaration, the Declarant desires to amend the Declaration for the purpose of making the Accretion Property subject to the terms and conditions of the Declaration and to within such Accretion Property made subject to the terms and conditions of the Declaration designate parts thereof as Units, Common Elements, Limited Common Elements, Convertible Real Estate and Withdrawable Real Estate; and

WHEREAS, as of the date of this Amendment, there are no Eligible Mortgage Holders (as such term is defined in Section 8.2.5 of the Declaration); and

WHEREAS, this Amendment contains no provisions impairing or affecting the rights, priorities, remedies, or interests of Silver Spring Township, Cumberland County, Pennsylvania and the prior written consent of Silver Spring Township is not required for adoption.

NOW, THEREFORE, the Declaration is amended as follows:

1. Section 1.50 of the Declaration is **modified** with additions indicated by double underline (thus: added) and deletions indicated by strike through (thus: ~~deleted~~) as follows:
 - 1.50. "Phase 1 Subdivision Plan," "Phase 2A/7 Subdivision Plan," "Phase 3 Subdivision Plan," "Phases 2B, 4, 5A, and 8A Final Subdivision Plan," ~~and~~ "Phase 5B Subdivision Plan." and "Phases 8B and 9 Subdivision Plan." See Subdivision Plans.
2. Section 1.51 of the Declaration is **modified** with additions indicated by double underline (thus: added) and deletions indicated by strike through (thus: ~~deleted~~) as follows:
 - 1.51. "Plat(s) and Plan(s)" shall mean and refer to the drawings attached to the ~~Seventeenth~~ Eighteenth Amendment to Declaration as supplemented by (a) Sheets "P-1" through "P-15" inclusive of the Plats and Plans attached to the Third Amendment to Declaration, (b) Sheets "P-16" through "P-23" inclusive of the Plats and Plans attached to the Fifth Amendment to Declaration, (c) Sheets "P-24" through "P-36" inclusive of the Plats and Plans attached to the Sixth Amendment to

Declaration, and (d) Sheets "P-37" through "P-41" inclusive of the Plats and Plans attached to the Eighth Amendment to Declaration, all as pursuant to § 5210 of the Act depicting and identifying the location and dimensions of the Subject Property, Unit identifying numbers or other designators, the location and dimensions of Unit boundaries, the location and dimensions of Limited Common Elements, the location and dimensions of Voisinages, the location and dimensions of easements serving or burdening the Subject Property, the locations and dimensions of Convertible Real Estate and Withdrawable Real Estate, the locations and dimensions of Additional Real Estate, and other matters customarily shown on land surveys.

3. Section 1.60 of the Declaration is **modified** with additions indicated by double underline (thus: added) and deletions indicated by strike through (thus: ~~deleted~~) as follows:

1.60. "Subdivision Plans" shall mean and refer to such plans of development and/or subdivision of Property Phases as are approved by all government entities having jurisdiction including without limitation, approved by Silver Spring Township pursuant to the Silver Spring Township Subdivision and Land Development Ordinance, as amended, and shall include without limitation the Phase 1 Subdivision Plan, the Phase 2A/7 Subdivision Plan, the Phase 3 Subdivision Plan, ~~and the Phases 2B, 4, 5A, and 8A Final Subdivision Plan, and the Phase 5B Subdivision Plan, and the Phases 8B and 9 Subdivision Plan.~~

In the event that any Subdivision Plan is revised or modified and approved by all government entities having jurisdiction as revised or modified, such revised or modified and approved Subdivision Plan shall replace and supersede any and all previous Subdivision Plans to the extent of any and all differences between Subdivision Plans.

4. Section 1.60.4 is **added** to the Declaration as follows:

"Phases 8B and 9 Subdivision Plan" shall mean and refer to that certain set of plans identified as *Revised Preliminary/Final Subdivision Plan – Phases 8B and 9, Walden, Silver Spring Township, Cumberland County, Pennsylvania*, prepared by Alpha Consulting Engineers, Inc., New Cumberland, PA, as approved by, and on file with, Silver Spring Township, Cumberland County, Pennsylvania pursuant to the provisions of the Silver Spring Township Subdivision and Land Development Ordinance, as amended, such Phases 8B and 9 Subdivision Plan being recorded in the Office of the Recorder of Deeds in and for Cumberland County, Pennsylvania as Instrument Number 201710823.

5. Section 1.61 of the Declaration is **modified** with additions indicated by double underline (thus: added) and deletions indicated by strike through (thus: ~~deleted~~) as follows:

1.61. "Subject Property" shall mean and refer to that certain real property described in

~~Exhibit "K"~~ Exhibit "L" attached hereto and made a part hereof, and such additions thereto, if any, as may be hereafter made subject to the provisions, terms and conditions of this Declaration.

6. Pursuant to the requirements of Section 2.1.2.3 of the Declaration:

Units 486 through 500, inclusive; 509 through 515, inclusive; 553 through 559, inclusive; and 604 through 616, inclusive, are hereby designated as Solely Residential Dwelling Lot Units.

7. Section 2.1.2.4 of the Declaration is **modified** with additions indicated by double underline (thus: added) and deletions indicated by strike through (thus: ~~deleted~~) as follows:

2.1.2.4. A maximum of ~~Three Hundred Seven (307)~~ Two Hundred Sixty-Five (265) Units may be created by the subdivision or conversion of Units owned by a Declarant.

8. Section 2.2 of the Declaration is **modified** with additions indicated by double underline (thus: added) and deletions indicated by strike through (thus: ~~deleted~~) as follows:

2.2. Property subject to this Declaration

The real property which is, and shall be, held, transferred, sold, conveyed and occupied subject to this Declaration is the Subject Property, located in Silver Spring Township, Cumberland County, Pennsylvania, as described in ~~Exhibit "K"~~ Exhibit "L" attached hereto and made a part hereof.

There is no real estate in which the Unit Owners will own only an estate for years, and there are no noncontiguous parcels of real estate comprising the Community.

Encroachments by or upon any portion of the Community are shown on the Plat(s) and Plan(s).

9. Section 2.4 of the Declaration is **modified** with additions indicated by double underline (thus: added) and deletions indicated by strike through (thus: ~~deleted~~) as follows:

2.4. Plat(s) and Plan(s)

The Plat(s) and Plan(s) are comprised of the following components, which together constitute the Plats and Plans of Walden, a Planned Community:

- 2.4.1. Plat(s) and Plan(s) attached to the ~~Seventeenth~~ Eighteenth Amendment to this Declaration as supplemented by:

- 2.4.1.1. Sheets "P-1" through "P-15" of the Plats and Plans attached to the Third Amendment to Declaration; and
- 2.4.1.2. Sheets "P-16" through "P-23" inclusive of the Plats and Plans attached to the Fifth Amendment to Declaration; and
- 2.4.1.3. Sheets "P-24" through "P-36" inclusive of the Plats and Plans attached to the Sixth Amendment to Declaration,
- 2.4.1.4. Sheets "P-37" through "P-41" inclusive of the Plats and Plans attached to the Eighth Amendment to Declaration.

Existing improvements to the Subject Property are shown on the Plat(s) and Plan(s). All Community Improvements (as such term is defined in Section 1.20 of the Declaration) shown on the Plat(s) and Plan(s) **MUST BE BUILT** and the intended location and dimensions of all such Community Improvements (the location and dimensions of which are capable of being shown on a plan) are shown on the Plat(s) and Plan(s).

The location and dimensions of all easements serving or burdening any portion of the Subject Property (the location and dimensions of which are capable of being shown on a plan) are shown on the Plat(s) and Plan(s).

The location and dimensions of the Convertible Real Estate and Withdrawable Real Estate are shown on the Plat(s) and Plan(s).

- 10. The third paragraph of Section 2.6 of the Declaration is **modified** with additions indicated by double underline (thus: added) and deletions indicated by strike through (thus: ~~deleted~~) as follows:

There are ~~Five Hundred Seventy Three (573)~~ Six Hundred Fifteen (615) Units in the Subject Property.

- 11. Section 2.6.1.1 of the Declaration is **modified** with additions indicated by double underline (thus: added) and deletions indicated by strike through (thus: ~~deleted~~) as follows:

2.6.1.1. Dwelling Lot Units

Units identified as Unit Numbers 1 through 47, 53 through 68, 69A through 69D, 70A through 70D, 71A through 71D, 72A through 72C, 78 through 99, 100A through 100D, 101A through 101E, 105 through 126, 132 through 185, 191 through 195, 205 through 225, 228 through 243, 245 through 252, 253A through 253D, 254A through 254D, 255A through

255C, 256A through 256D, 257A through 257D, 258A through 258E, 259 through 261, 267 through 290, 290A, 290B, 291 through 301, 304 through 345, 346A through 346E, 347A through 347D, 348 through 438, 440 through 447, 452 through ~~485500~~, 504 through ~~508515~~, 553 through 559, 584 through 591, 604 through 616, 720 through 723, 725 through 739, and 741 through 755 on the Plat(s) and Plan(s) are designated as Dwelling Lot Units.

12. Section 2.6.1.1.1 of the Declaration is **modified** with additions indicated by double underline (thus: added) and deletions indicated by strike through (thus: ~~deleted~~) as follows:

2.6.1.1.1 Solely Residential Dwelling Lot Units

Units identified as Unit Numbers 1 through 47, 53 through 68, 69A through 69D, 70A through 70D, 71A through 71D, 72A through 72C, 78 through 99, 100A through 100D, 101A through 101E, 105 through 126, 132 through 185, 191 through 195, 205 through 225, 228 through 243, 245 through 252, 253A through 253D, 254A through 254D, 255A through 255C, 256A through 256D, 257A through 257D, 258A through 258E, 259 through 261, 267 through 290, 290A, 290B, 291 through 301, 304 through 345, 346A through 346E, 347A through 347D, 348 through 438, 440 through 447, 452 through ~~485500~~, 504 through ~~508515~~, 553 through 559, 584 through 591, 604 through 616, 720 through 723, 725 through 739, and 741 through 755 on the Plat(s) and Plan(s) are designated as Solely Residential Dwelling Lot Units.

13. Section 2.8.1.4 of the Declaration is **modified** with additions indicated by double underline (thus: added) as follows:

2.8.1.4. Common Land being Lot OS-1, Lot OS-3, Lot OS-4A, Lot OS-4C, Lot OS-5, Lot OS-7, Lot OS-9, Lot OS-11, Lot OS-12, Lot OS-13, Lot OS-14, Lot OS-16, Lot OS-17, Lot OS-18, Lot OS-19, Lot OS-20, Lot OS-21, Lot OS-22, Lot OS-23, and Lot OS-28, as shown and depicted on the Plat(s) and Plan(s), including improvements, if any, thereto whether heretofore or hereafter completed including but not limited to all of the following to the extent such are not Limited Common Facilities:

2.8.1.4.1. Association Maintained Pedestrian Facilities (Sidewalk) and Association Maintained Pedestrian Facilities (Trail)

2.8.1.4.2. signs including but not limited to trail markers, direction and information signs, and entrance and identification signs, including lighting thereof

- 2.8.1.4.3. fences and fencing
 - 2.8.1.4.4. landscaping, including but not limited to ground cover, flowers, shrubs, bushes and trees
 - 2.8.1.4.5. Common Driveways and Parking Areas
 - 2.8.1.4.6. Retaining Walls
14. Section 2.9 of the Declaration is **modified** with additions indicated by double underline (thus: added) and deletions indicated by strike through (thus: ~~deleted~~) as follows:
- 2.9. Subject Property, Withdrawable Real Estate, and Additional Real Estate
- The Subject Property is all of the real property described in ~~Exhibit "K"~~ Exhibit "L" attached hereto and made a part hereof in which Units and Common Elements have been created, and portions of which are designated as Convertible Real Estate and Withdrawable Real Estate, together with such portion(s) of the Additional Real Estate which are made subject to the provisions, terms and conditions of this Declaration in any Addendum to this Declaration pursuant to the terms of Section 3.9 of this Declaration, and excluding any Withdrawable Real Estate which has been withdrawn from the provisions, terms and conditions of this Declaration in any Addendum to this Declaration pursuant to the terms of Section 3.8 of this Declaration.
- Any portion or all of the Withdrawable Real Estate which has been withdrawn from the Subject Property and from the provisions, terms and conditions of this Declaration pursuant to the provisions of Section 3.8 of this Declaration shall thereafter be Additional Real Estate in which additional Units, Common Elements, and Limited Common Elements may be created.
15. Section 3.7.9.2.9 of the Declaration is **modified** with additions indicated by double underline (thus: added) as follows:
- 3.7.9.12. Subject to Declaration of Covenants, Restrictions, Easements and Establishment of Homeowners Association for Walden in Instrument No. 200732950; Plan in Right-of-Way Instrument No. 200732951; First Amendment in Instrument No. 200940104; Second Amendment in Instrument No. 201126996, Third Amendment in Instrument No. 201207757; Fourth Amendment in Instrument No. 201225501; Fifth Amendment in Instrument No. 201235584; Sixth Amendment in Instrument No. 201308161; Seventh Amendment in Instrument No. 201317362; Eighth Amendment in Instrument No. 201330361; Ninth Amendment as Instrument Number 201333549; Tenth Amendment as Instrument Number 201401758; Eleventh Amendment as Instrument

Number 201412157; Twelfth Amendment as Instrument Number 201418159; Thirteenth Amendment as Number 201421373; Fourteenth Amendment as Instrument Number 201513425; Fifteenth Amendment as Instrument Number 201532305; Sixteenth Amendment as Instrument Number 201615947; Seventeenth Amendment as Instrument Number 201622408 and as further amended.

16. Section 3.9.4.1 of the Declaration is **modified** with additions indicated by double underline (thus: added) and deletions indicated by strike through (thus: ~~deleted~~) as follows:

3.9.4.1. a maximum of ~~Three Hundred Seven (307)~~ Two Hundred Sixty-Five (265) Units may be created within the Convertible Real Estate and Additional Real Estate, a maximum of twenty five (25) Units per acre may be created within the Convertible Real Estate and Additional Real Estate; and all Units within Convertible Real Estate and Additional Real Estate shall not be restricted exclusively to residential use; and

17. To the greatest extent permitted by law, the period of time during which Declarant shall have the option to (a) convert all or any portion of the Convertible Real Estate into Units, Common Elements and/or Limited Common Elements, and/or (b) withdraw all or any portion of the Withdrawable Real Estate from the Subject Property (the "Exercise Period"), shall terminate on February 18, 2025 pursuant to the Development Permit Extension Act, 53 P.S. 11703.1, et seq., as amended (the "DPEA"). Declarant is relying in good faith on the application of the DPEA to extend the Exercise Period. However, if for any reason a court of competent jurisdiction hereafter determines that Declarant shall not be permitted to utilize the DPEA to extend the Exercise Period, then all remaining Convertible Real Estate shall be deemed converted by Declarant into Units and Common Elements as shown on the Phases 8B and 9 Subdivision Plan as of the date this Amendment is recorded.

[Signature Page Follows]

Exhibit "L"

Legal Description for Subject Property

Walden, A Planned Community

Silver Spring Township, Cumberland County, Pennsylvania

BEGINNING at a point along the northern right-of-way of Woods Drive at the westernmost corner of lands now or formerly of Silver Spring Township Authority, said point being located North 26 degrees 37 minutes 49 seconds West and a distance of 63.66 feet from a railroad spike found in the centerline of Woods Drive; Thence along said right-of-way of Woods Drive the following two (2) courses and distances:

1. North 54 degrees 28 minutes 00 seconds West a distance of 1,062.98 feet, and
2. By a curve to the left having a radius of 149.00 feet, an arc length of 113.32 feet, a chord bearing of which is North 74 degrees 37 minutes 18 seconds West and a chord distance of 110.61 feet to a point along lands now or formerly of Franklin E. and June E. Kauffman;

Thence along lands now or formerly of Franklin E. & June E. Kauffman and also lands now or formerly of James N. & Ruth M. Potteiger, North 40 degrees 56 minutes 00 seconds West a distance of 276.98 feet to a point; Thence continuing along lands now or formerly of James N. & Ruth M. Potteiger, North 42 degrees 00 minutes 00 seconds East a distance of 26.40 feet to a point; Thence continuing along lands now or formerly of James N. & Ruth M. Potteiger and also along lands now or formerly of Gary E. Potteiger, Cindy Putt, Jae A., James N. & Sue A. Harley the following three (3) courses and distances:

1. North 42 degrees 44 minutes 00 seconds West a distance of 544.46 feet,
2. North 28 degrees 35 minutes 00 seconds West a distance of 246.51 feet, and
3. South 64 degrees 25 minutes 00 seconds West a distance of 232.60 feet to a point along lands now or formerly of UD Properties;

Thence along lands now or formerly of UD Properties the following two (2) courses and distances:

1. North 02 degrees 26 minutes 00 seconds West a distance of 722.50 feet, and
2. North 64 degrees 39 minutes 00 seconds East a distance of 1,368.45 feet to a point along lands now or formerly of Silver Spring Township;

Thence along lands now or formerly of Silver Spring Township the following sixteen (16) courses and distances:

1. South 25 degrees 21 minutes 00 seconds East a distance of 139.19 feet,
2. South 34 degrees 36 minutes 00 seconds East a distance of 315.35 feet,
3. By a curve to the left having a radius of 962.00 feet, an arc length of 61.84 feet, a chord bearing of which is South 36 degrees 26 minutes 30 seconds East and a chord distance of 61.83 feet,
4. South 38 degrees 17 minutes 00 seconds East a distance of 370.84 feet,

5. By a curve to the right having a radius of 490.00 feet, an arc length of 17.12 feet, a chord bearing of which is North 57 degrees 09 minutes 56 seconds East and a chord distance of 17.12 feet,
6. North 58 degrees 10 minutes 00 seconds East a distance of 373.40 feet,
7. South 31 degrees 50 minutes 00 seconds East a distance of 217.79 feet,
8. By a curve to the right having a radius of 1,040.00 feet, an arc length of 383.39 feet, a chord bearing of which is South 21 degrees 16 minutes 21 seconds East and a chord distance of 381.23 feet,
9. South 74 degrees 21 minutes 00 seconds East a distance of 220.78 feet,
10. North 15 degrees 39 minutes 00 seconds East a distance of 77.04 feet,
11. By a curve to the right having a radius of 238.00 feet, an arc length of 125.81 feet, a chord bearing of which is North 30 degrees 47 minutes 36 seconds East and a chord distance of 124.35 feet,
12. North 44 degrees 03 minutes 47 seconds West a distance of 75.13 feet,
13. North 30 degrees 28 minutes 00 seconds West a distance of 87.61 feet,
14. North 59 degrees 32 minutes 00 seconds East a distance of 463.40 feet,
15. South 50 degrees 24 minutes 20 seconds East a distance of 84.70 feet, and
16. North 49 degrees 44 minutes 00 seconds East a distance of 193.45 feet to a point along lands now or formerly of Skipjack Pennsylvania, LLC;

Thence along lands now or formerly of Skipjack Pennsylvania, LLC the following two (2) courses and distances:

1. South 40 degrees 16 minutes 00 seconds East a distance of 1,098.55 feet to an iron pin, and
2. South 04 degrees 42 minutes 44 seconds West a distance of 465.30 feet to an iron pin found at the northeast corner of lands now or formerly of Adele K. Ritter;

Thence along lands now or formerly of Adele K. Ritter, South 63 degrees 38 minutes 00 seconds West a distance of 2,008.36 feet to a point along lands now or formerly of Silver Spring Township Authority; Thence along lands now or formerly of Silver Spring Township Authority the following two (2) courses and distances:

North 26 degrees 22 minutes 00 seconds West a distance of 63.67 feet, and
South 63 degrees 38 minutes 00 seconds West a distance of 134.00 feet to a point, said point being the place of BEGINNING.

CONTAINING: 135.99 ACRES OF LAND

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



Instrument Number - 201728915
Recorded On 11/7/2017 At 2:06:55 PM

* Total Pages - 13

* Instrument Type - AMENDMENT

Invoice Number - 243128 User ID - KW

* Grantor - CHARTER HOMES AT WALDEN INC

* Grantee - CHARTER HOMES AT WALDEN INC

* Customer - MCNEES ETAL

* FEES

STATE WRIT TAX	\$0.50
RECORDING FEES -	\$75.50
RECORDER OF DEEDS	
PARCEL CERTIFICATION	\$15.00
FEES	
COUNTY ARCHIVES FEE	\$2.00
ROD ARCHIVES FEE	\$3.00
TOTAL PAID	\$96.00

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.

00H8PC



PLATS AND PLANS

WALDEN, A PLANNED COMMUNITY

SILVER SPRING TOWNSHIP, CUMBERLAND COUNTY, PENNSYLVANIA



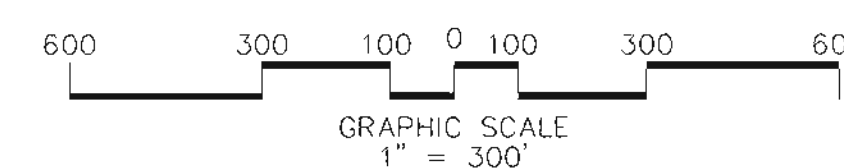
INDEX OF DRAWINGS :

- 1 ● COVER SHEET
- 2 ● OVERALL PLAN
- 3-11 ● PLANS
- 12 ● VOISINAGE I
- 13-21 ● EASEMENTS

PLAT(S) AND PLAN(S) FOR BELOW UNITS RECORDED AS INDICATED :

UNITS 701-712, 801, 805, 809	INSTRUMENT # 201207757
UNITS 713-715, 756-758, 813, 860	INSTRUMENT # 201235584
UNITS 759-768, 801, 820, 824	INSTRUMENT # 201308161
UNITS 716-719, 816	INSTRUMENT # 201330361

INDEX MAP



DATE :
AUGUST 18, 2017

I hereby certify, the plan shown and described hereon contains the information required by and is true and correct to the accuracy required by Section 5210 of the Pennsylvania Uniform Planned Community Act, as amended.

2017

Rory L. Chapman, PLS



ALPHA

ALPHA CONSULTING ENGINEERS, INC.

PLANNING • ENGINEERING • SURVEYING
115 LIMEKILN RD., P.O. BOX 'G'
NEW CUMBERLAND, PA 17070
PHONE: (717) 770 - 2500
FAX: (717) 770 - 2400
WWW.ALPHACEI.COM

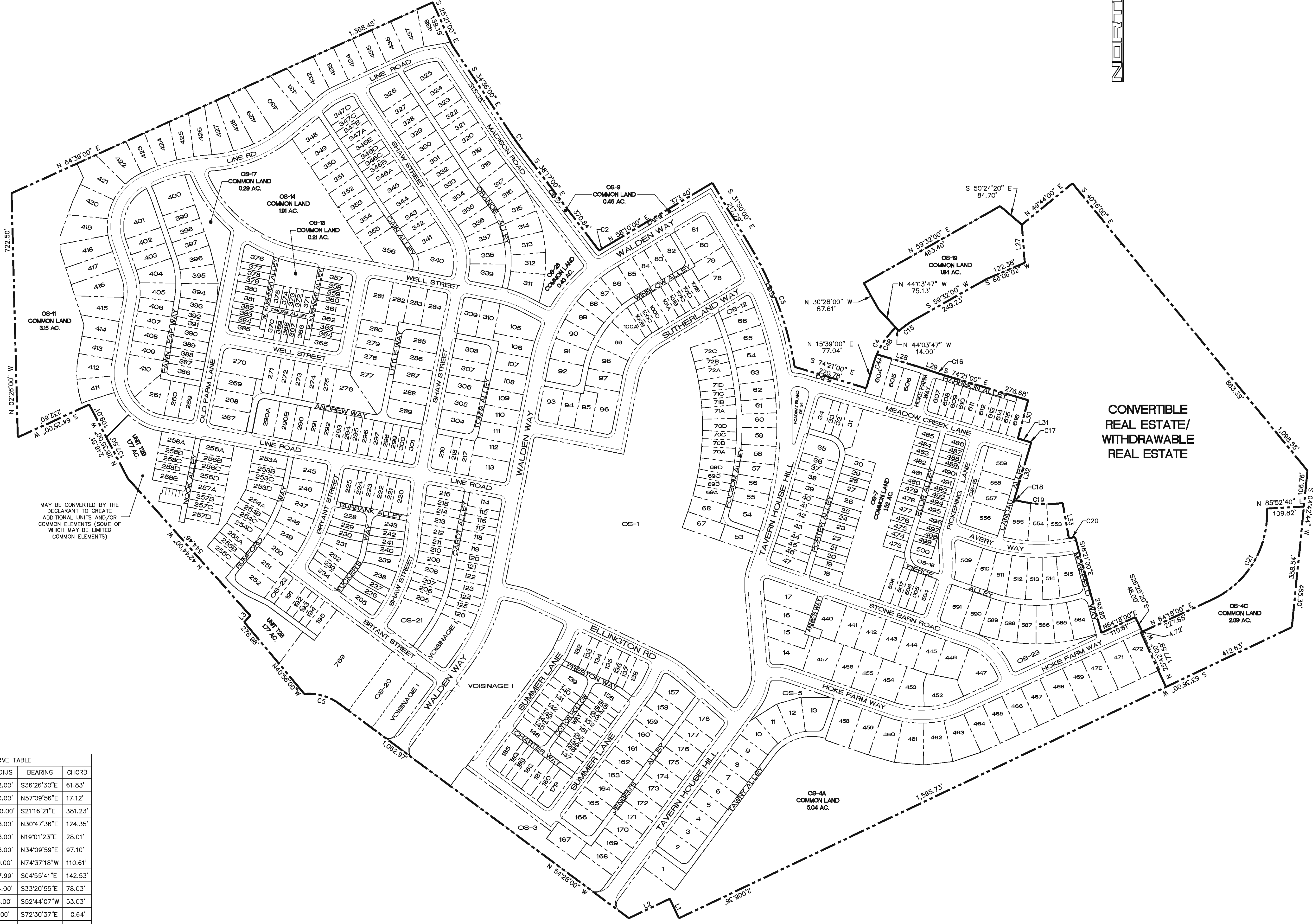
NOTES:
1. ALL EASEMENTS SHOWN ON SHEETS 13 THROUGH 21.

ROADWAYS:

1. STREETS:
A. Avery Way
B. Bryant Street
C. Ellington Road
D. Hoke Farm Way
E. Line Road
F. Madison Road
G. Meadow Creek Lane
H. Old Farm Lane
I. Pickering Lane
J. Shaw Street
K. Stone Barn Road
L. Summer Lane
M. Sutherland Way
N. Tavern House Hill
O. Walden Way
P. Well Street

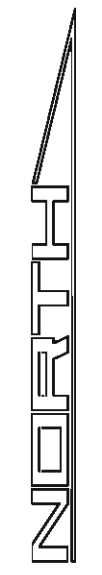
2. ALLEYS:

- A. Andrew Way
B. Annie's Way
C. Burbank Alley
D. Cabot Alley
E. Cain Alley
F. Charter Way
G. Cortland Alley
H. Cotton Hollow Way
I. Cross Alley
J. Ellis Alley
K. Fawn Leap Way
L. Fatsum Alley
M. Harrison Alley
N. Jensen's Alley
O. E. Kushner Alley
P. W. Kushner Alley
Q. Landon Alley
R. Little Way
S. Morefield Way
T. Nook Alley
U. Orange Alley
V. Pierce Alley
W. Porter Alley
X. Preston Alley
Y. Putnam Way
Z. Rutledge Alley
AA. Rufford Way
AB. Tawny Alley
AC. Tom's Alley
AD. Tucker's Way
AE. Winslow Alley



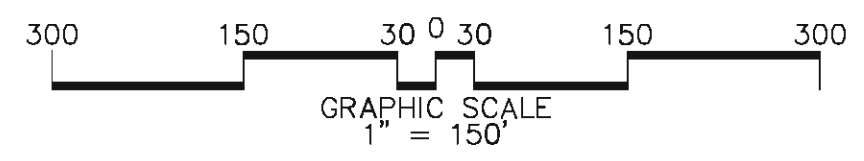
MAY BE CONVERTED BY THE DECLARANT TO CREATE ADDITIONAL UNITS AND/OR COMMON ELEMENTS (SOME OF WHICH MAY BE LIMITED COMMON ELEMENTS)

CONVERTIBLE
REAL ESTATE/
WITHDRAWABLE
REAL ESTATE



LINE	LENGTH	BEARING
L1	63.67'	N26°22'00"W
L2	134.00'	S63°38'00"W
L3	26.40'	N42°00'00"E
L4	46.16'	S25°17'26"E
L5	77.95'	S23°29'18"W
L6	111.00'	S18°45'18"W
L7	37.85'	S01°52'03"E
L8	91.61'	S09°17'19"W
L9	10.28'	N61°39'07"E
L10	91.10'	N71°35'04"E
L27	112.97'	N05°24'20"W
L28	140.43'	S74°21'00"E
L29	48.00'	S71°59'13"E
L30	117.05'	S13°58'59"W
L31	35.16'	S74°21'00"E
L32	186.68'	S15°39'00"W
L33	105.99'	S11°00'12"E

CURVE	LENGTH	RADIUS	BEARING	CHORD
C1	61.84'	962.00'	S36°26'30"E	61.83'
C2	17.12'	490.00'	N57°09'56"E	17.12'
C3	383.40'	1,040.00'	S21°16'21"E	381.23'
C4	125.81'	238.00'	N30°47'36"E	124.35'
C4A	28.02'	238.00'	N19°01'23"E	28.01'
C4B	97.79'	238.00'	N34°09'59"E	97.10'
C5	113.32'	149.00'	N74°37'18"W	110.61'
C6	144.14'	277.99'	S04°55'41"E	142.53'
C7	78.70'	174.00'	S33°20'55"E	78.03'
C15	53.16'	224.00'	S52°44'07"W	53.03'
C16	0.64'	10.00'	S72°30'37"E	0.64'
C17	6.08'	226.00'	S75°07'13"E	6.08'
C18	15.24'	10.00'	N59°18'21"E	13.81'
C19	135.48'	358.00'	S87°52'46"E	134.67'
C20	18.62'	476.00'	N77°09'14"E	18.62'
C21	333.63'	279.00'	N30°02'35"E	314.10'



NO.	DATE	DESCRIPTION	BY

DESIGN : DJW
DRAWN : HAW
CHECKED : RAC
DATE : 08-18-2017

PLANNING • ENGINEERING • SURVEYING
115 LIMEKILN RD., P.O. BOX 137
NEW CUMBERLAND, PA 17070
FAX: (717) 770-2400
WWW.ALPHACON.COM

ALPHA CONSULTING ENGINEERS, INC.

PLATS AND PLANS
WALDEN, A PLANNED COMMUNITY
SILVER SPRING TOWNSHIP, CAMBERLAND COUNTY, PENNSYLVANIA

PROJECT NO.
240108
SURVEY BOOK :
21-02001-02-0017-001-001-001-001-001
SCALE : 1" = 150'
DWG FILE : 21-02001-02-0017-001-001-001-001-001
SHEET 2

DESIGN : D.J.W.
 DRAWN : H.A.W.
 CHECKED : R.A.C.
 DATE : 08-18-2017

NO.	DATE	DESCRIPTION	BY

PLANNING & ENGINEERING & SURVEYING
 2 VANDERBILT RD., P.O. BOX 63
 NEW CUMBERLAND, PA 17070
 PHONE: (717) 770-2500
 FAX: (717) 770-2400
 WWW.ALPHACON.COM

ALPHA
 ALPHA CONSULTING ENGINEERS, INC.

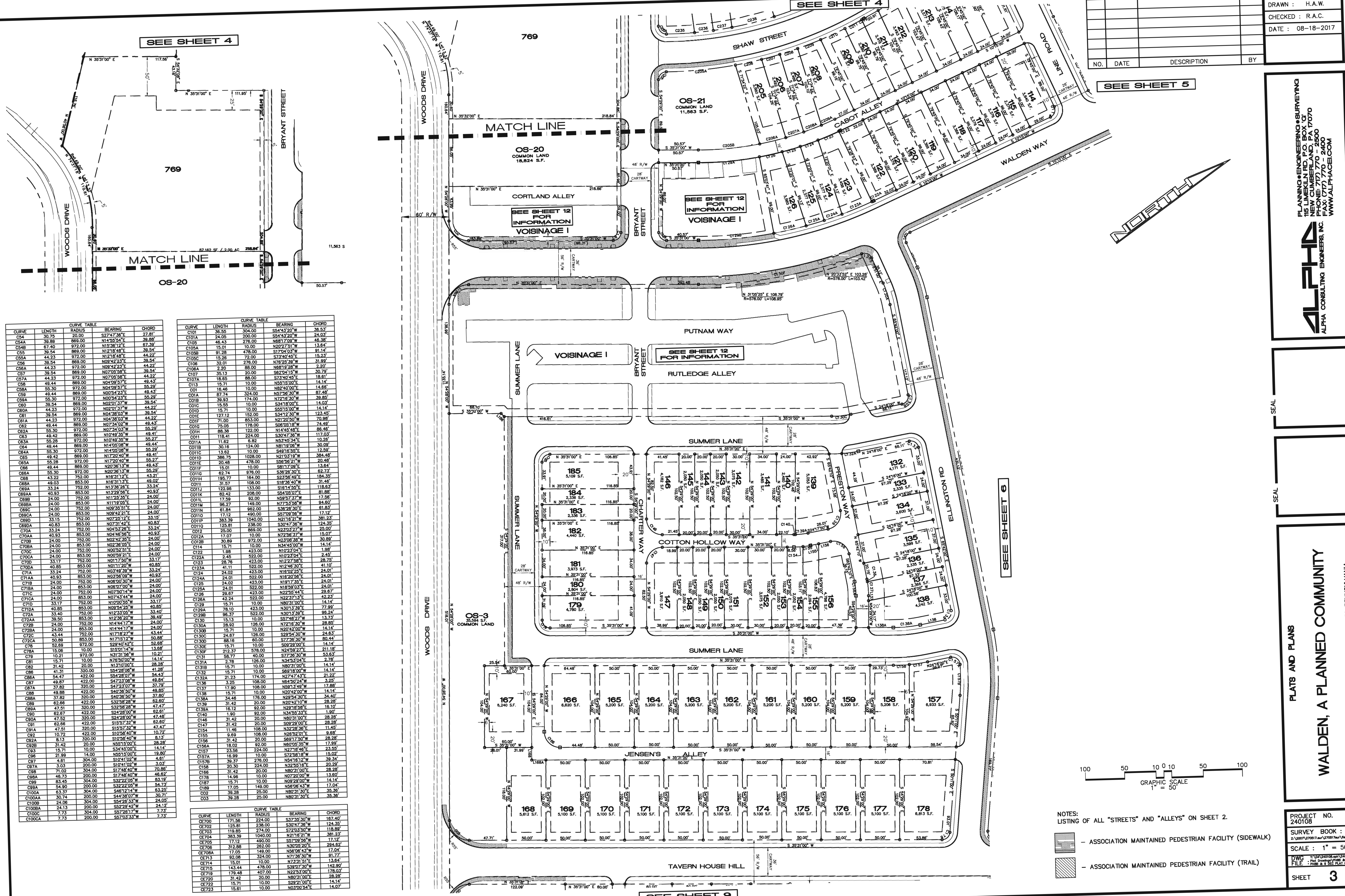
SEAL

SEAL

SEAL

FLATS AND PLANS
WALDEN, A PLANNED COMMUNITY
 SILVER SPRING TOWNSHIP, CUMBERLAND COUNTY, PENNSYLVANIA

PROJECT NO.
240108
 SURVEY BOOK :
2 VANDERBILT RD., P.O. BOX 63
NEW CUMBERLAND, PA 17070
 SCALE : 1" = 50'
 DWG FILE : 240108.dwg
 SHEET **3**



SEE SHEET 5

SEE SHEET 4

SEE SHEET 4

SEE SHEET 6

SEE SHEET 9

NOTES:
 LISTING OF ALL "STREETS" AND "ALLEYS" ON SHEET 2.
 - ASSOCIATION MAINTAINED PEDESTRIAN FACILITY (SIDEWALK)
 - ASSOCIATION MAINTAINED PEDESTRIAN FACILITY (TRAIL)

CURVE	LENGTH	RADIUS	BEARING	CHORD
C54	30.75	20.00	S27°47'38"E	27.81
C54A	39.89	869.00	N14°30'54"E	39.89
C54B	67.40	972.00	N18°36'12"E	67.39
C55	39.54	869.00	N12°18'48"E	39.54
C55A	44.23	972.00	N12°18'48"E	44.22
C56	39.54	869.00	N09°42'23"E	39.54
C56A	44.23	972.00	N09°42'23"E	44.22
C57	39.54	869.00	N07°05'28"E	39.54
C57A	44.23	972.00	N07°05'28"E	44.22
C58	49.44	869.00	N04°19'57"E	49.43
C58A	55.30	972.00	N04°19'57"E	55.29
C59	49.44	869.00	N02°04'23"E	49.43
C59A	55.30	972.00	N02°04'23"E	55.29
C60	39.54	869.00	N02°01'37"W	39.54
C60A	44.23	972.00	N02°01'37"W	44.22
C61	39.54	869.00	N04°38'03"W	39.54
C61A	44.23	972.00	N04°38'03"W	44.22
C62	49.44	869.00	N07°34'02"W	49.43
C62A	55.30	972.00	N07°34'02"W	55.29
C63	49.44	869.00	N10°48'35"W	49.43
C63A	55.28	972.00	N10°48'35"W	55.27
C64	49.44	869.00	N14°05'08"W	49.44
C64A	55.30	972.00	N14°05'08"W	55.29
C65	49.44	869.00	N17°20'40"W	49.41
C65A	55.28	972.00	N17°20'40"W	55.27
C66	49.44	869.00	N02°36'13"W	49.43
C66A	55.30	972.00	N02°36'13"W	55.29
C67	43.22	782.00	N18°31'12"E	43.21
C68A	49.03	853.00	N18°31'12"E	49.03
C68B	33.24	782.00	N13°28'56"E	33.24
C68C	40.83	853.00	N13°28'56"E	40.83
C69	24.00	752.00	N11°26'35"E	24.00
C69A	24.00	752.00	N11°26'35"E	24.00
C70	24.00	752.00	N09°42'21"E	24.00
C70A	24.00	752.00	N09°42'21"E	24.00
C71	33.17	752.00	N07°05'28"E	33.17
C71A	40.83	853.00	N07°05'28"E	40.83
C72	24.00	752.00	N02°36'13"W	24.00
C72A	24.00	752.00	N02°36'13"W	24.00
C73	24.00	752.00	N00°52'41"E	24.00
C73A	24.00	752.00	N00°52'41"E	24.00
C74	33.17	752.00	N01°17'50"W	33.17
C74A	40.83	853.00	N01°17'50"W	40.83
C75	24.00	752.00	N00°52'41"E	24.00
C75A	24.00	752.00	N00°52'41"E	24.00
C76	24.00	752.00	N02°36'13"W	24.00
C76A	24.00	752.00	N02°36'13"W	24.00
C77	24.00	752.00	N04°19'57"E	24.00
C77A	24.00	752.00	N04°19'57"E	24.00
C78	24.00	752.00	N07°34'02"W	24.00
C78A	24.00	752.00	N07°34'02"W	24.00
C79	24.00	752.00	N10°48'35"W	24.00
C79A	24.00	752.00	N10°48'35"W	24.00
C80	24.00	752.00	N14°05'08"W	24.00
C80A	24.00	752.00	N14°05'08"W	24.00
C81	24.00	752.00	N17°20'40"W	24.00
C81A	24.00	752.00	N17°20'40"W	24.00
C82	24.00	752.00	N02°36'13"W	24.00
C82A	24.00	752.00	N02°36'13"W	24.00
C83	24.00	752.00	N00°52'41"E	24.00
C83A	24.00	752.00	N00°52'41"E	24.00
C84	24.00	752.00	N01°17'50"W	24.00
C84A	24.00	752.00	N01°17'50"W	24.00
C85	24.00	752.00	N00°52'41"E	24.00
C85A	24.00	752.00	N00°52'41"E	24.00
C86	24.00	752.00	N02°36'13"W	24.00
C86A	24.00	752.00	N02°36'13"W	24.00
C87	24.00	752.00	N04°19'57"E	24.00
C87A	24.00	752.00	N04°19'57"E	24.00
C88	24.00	752.00	N07°34'02"W	24.00
C88A	24.00	752.00	N07°34'02"W	24.00
C89	24.00	752.00	N10°48'35"W	24.00
C89A	24.00	752.00	N10°48'35"W	24.00
C90	24.00	752.00	N14°05'08"W	24.00
C90A	24.00	752.00	N14°05'08"W	24.00
C91	24.00	752.00	N17°20'40"W	24.00
C91A	24.00	752.00	N17°20'40"W	24.00
C92	24.00	752.00	N02°36'13"W	24.00
C92A	24.00	752.00	N02°36'13"W	24.00
C93	24.00	752.00	N00°52'41"E	24.00
C93A	24.00	752.00	N00°52'41"E	24.00
C94	24.00	752.00	N01°17'50"W	24.00
C94A	24.00	752.00	N01°17'50"W	24.00
C95	24.00	752.00	N00°52'41"E	24.00
C95A	24.00	752.00	N00°52'41"E	24.00
C96	24.00	752.00	N02°36'13"W	24.00
C96A	24.00	752.00	N02°36'13"W	24.00
C97	24.00	752.00	N04°19'57"E	24.00
C97A	24.00	752.00	N04°19'57"E	24.00
C98	24.00	752.00	N07°34'02"W	24.00
C98A	24.00	752.00	N07°34'02"W	24.00
C99	24.00	752.00	N10°48'35"W	24.00
C99A	24.00	752.00	N10°48'35"W	24.00
C100	24.00	752.00	N14°05'08"W	24.00
C100A	24.00	752.00	N14°05'08"W	24.00
C101	24.00	752.00	N17°20'40"W	24.00
C101A	24.00	752.00	N17°20'40"W	24.00
C102	24.00	752.00	N02°36'13"W	24.00
C102A	24.00	752.00	N02°36'13"W	24.00
C103	24.00	752.00	N00°52'41"E	24.00
C103A	24.00	752.00	N00°52'41"E	24.00
C104	24.00	752.00	N01°17'50"W	24.00
C104A	24.00	752.00	N01°17'50"W	24.00
C105	24.00	752.00	N00°52'41"E	24.00
C105A	24.00	752.00	N00°52'41"E	24.00
C106	24.00	752.00	N02°36'13"W	24.00
C106A	24.00	752.00	N02°36'13"W	24.00
C107	24.00	752.00	N04°19'57"E	24.00
C107A	24.00	752.00	N04°19'57"E	24.00
C108	24.00	752.00	N07°34'02"W	24.00
C108A	24.00	752.00	N07°34'02"W	24.00
C109	24.00	752.00	N10°48'35"W	24.00
C109A	24.00	752.00	N10°48'35"W	24.00
C110	24.00	752.00	N14°05'08"W	24.00
C110A	24.00	752.00	N14°05'08"W	24.00
C111	24.00	752.00	N17°20'40"W	24.00
C111A	24.00	752.00	N17°20'40"W	24.00
C112	24.00	752.00	N02°36'13"W	24.00
C112A	24.00	752.00	N02°36'13"W	24.00
C113	24.00	752.00	N00°52'41"E	24.00
C113A	24.00	752.00	N00°52'41"E	24.00
C114	24.00	752.00	N01°17'50"W	24.00
C114A	24.00	752.00	N01°17'50"W	24.00
C115	24.00	752.00	N00°52'41"E	24.00
C115A	24.00	752.00	N00°52'41"E	24.00
C116	24.00	752.00	N02°36'13"W	24.00
C116A	24.00	752.00	N02°36'13"W	24.00
C117	24.00	752.00	N04°19'57"E	24.00
C117A	24.00	752.00	N04°19'57"E	24.00
C118	24.00	752.00	N07°34'02"W	24.00
C118A	24.00	752.00	N07°34'02"W	24.00
C119	24.00	752.00	N10°48'35"W	24.00
C119A	24.00	752.00	N10°48'35"W	24.00
C120	24.00	752.00	N14°05'08"W	24.00
C120A	24.00	752.00	N14°05'08"W	24.00
C121	24.00	752.00	N17°20'40"W	24.00
C121A	24.00	752.00	N17°20'40"W	24.00
C122	24.00	752.00	N02°36'13"W	24.00
C122A	24.00	752.00	N02°36'13"W	24.00
C123	24.00	752.00	N00°52'41"E	24.00
C123A	24.00	752.00	N00°52'41"E	24.00
C124	24.00	752.00	N01°17'50"W	24.00
C124A	24.00	752.00	N01°17'50"W	24.00
C125	24.00	752.00	N00°52'41"E	24.00
C125A	24.00	752.00	N00°52'41"E	24.00
C126	24.00	752.00	N02°36'13"W	24.00
C126A	24.00	752.00	N02°36'13"W	24.00
C127	24.00	752.00	N04°19'57"E	24.00
C127A	24.00	752.00	N04°19'57"E	24.00
C128	24.00	752.00	N07°34'02"W	24.00
C128A	24.00	752.00	N07°34'02"W	24.00
C129	24.00	752.00	N10°48'35"W	24.00
C129A	24.00	752.00	N10°48'35"W	24.00
C130	24.00	752.00	N14°05'08"W	24.00
C130A	24.00	752.00	N14°05'08"W	24.00
C131	24.00	752.00	N17°20'40"W	24.00
C131A	24.00	752.00	N17°20'40"W	24.00
C132	24.00	752.00	N02°36'13"W	24.00
C132A	24.00	752.00	N02°36'13"W	24.00
C133	24.00	752.00	N00°52'41"E	24.00
C133A	24.00	752.00	N00°52'41"E	24.00
C134	24.00	752.00	N01°17'50"W	24.00
C134A	24.00	752.00	N01°17'50"W	24.00
C135	24.00	752.00	N00°52'41"E	24.00
C135A	24.00	752.00	N00°52'41"E	24.00
C136	24.00	752.00	N02°36'13"W	24.00
C136A	24.00	752.00	N02°36'13"W	24.00
C137	24.00	752.00	N04°19'57"E	24.00
C137A	24.00	752.00	N04°19'57"E	24.00
C138	24.00	752.00	N07°34'02"W	24.00
C138A	24.00	752.00	N07°34'02"W	24.00
C139	24.00	752.00	N10°48'35"W	24.00
C139A	24.00	752.00	N10°48'35"W	24.00
C140	24.00	752.00	N14°05'08"W	24.00
C140A	24.00	752.00	N14°05'08"W	24.00
C141	24.00	752.00	N17°20'40"W	24.00
C141A	24.00	752.00	N17°20'40"W	24.00
C142	24.00	752.00	N02°36'13"W	24.00
C142A	24.00	752.00	N02°36'13"W	24.00
C143	24.00	752.00	N00°52'41"E	24.00
C143A	24.00	752.00	N00°52'41"E	24.00
C144	24.00	752.00	N01°17'50"W	24.00
C144A	24.00	752.00	N01°17'50"W	24.00
C145	24.00	752.00	N00°52'41"E	24.00
C145A	24.00	752.00	N00°52'41"E	24.00
C146	24.00	752.00	N02°36'13"W	24.00
C146A	24.00	752.00	N02°36'13"W	24.00
C147	24.00	752.00	N04°19'57"E	24.00
C147A	24.00	752.00	N04°19'57"E	24.00
C148	24.00	752.00	N07°34'02"W	24.

CURVE	LENGTH	RADIUS	BEARING	CHORD
C54	30.75	20.00	S274°36'E	27.81
C54A	39.89	868.00	N14°55'54"E	39.88
C54B	67.40	972.00	N15°36'12"E	67.39
C55	39.54	868.00	N12°18'48"E	39.54
C55A	44.23	972.00	N12°18'48"E	44.22
C56	39.54	868.00	N08°22'23"E	39.54
C56A	44.23	972.00	N08°22'23"E	44.22
C57	39.54	868.00	N07°05'58"E	39.54
C57A	44.23	972.00	N07°05'58"E	44.22
C58	49.44	868.00	N04°09'57"E	49.43
C58A	55.30	972.00	N04°09'57"E	55.29
C59	49.44	868.00	N00°24'23"E	49.43
C59A	55.30	972.00	N00°24'23"E	55.29
C60	39.54	868.00	N02°01'37"W	39.54
C60A	44.23	972.00	N02°01'37"W	44.22
C61	39.54	868.00	N04°38'03"W	39.54
C61A	44.23	972.00	N04°38'03"W	44.22
C62	49.44	868.00	N07°34'03"W	49.43
C62A	55.30	972.00	N07°34'03"W	55.29
C63	49.44	868.00	N10°04'35"W	49.43
C63A	55.28	972.00	N10°04'35"W	55.27
C64	49.44	868.00	N14°05'08"W	49.44
C64A	55.30	972.00	N14°05'08"W	55.29
C65	49.44	868.00	N17°20'40"W	49.43
C65A	55.28	972.00	N17°20'40"W	55.27
C66	49.44	868.00	N20°36'13"W	49.43
C66A	55.30	972.00	N20°36'13"W	55.29
C67	43.22	782.00	N18°31'12"E	43.21
C67A	49.03	853.00	N18°31'12"E	49.02
C68	33.24	782.00	N13°36'28"E	33.24
C68A	40.93	853.00	N13°36'28"E	40.93
C69	24.00	782.00	N11°19'09"E	24.00
C69A	24.00	782.00	N09°35'51"E	24.00
C70	24.00	782.00	N09°35'51"E	24.00
C70A	33.15	782.00	N07°28'12"E	33.15
C70B	40.83	853.00	N07°28'12"E	40.83
C71	24.00	782.00	N07°31'42"E	24.00
C71A	33.24	782.00	N04°52'35"E	33.24
C71B	40.83	853.00	N04°52'35"E	40.83
C72	24.00	782.00	N02°36'08"E	24.00
C72A	24.00	782.00	N02°36'08"E	24.00
C73	33.15	782.00	N01°17'50"W	33.15
C73A	40.83	853.00	N01°17'50"W	40.83
C74	24.00	782.00	N01°17'50"W	24.00
C74A	33.15	782.00	N03°36'08"E	33.15
C75	24.00	782.00	N03°36'08"E	24.00
C76	24.00	782.00	N03°36'08"E	24.00
C76A	33.15	782.00	N05°55'00"E	33.15
C77	24.00	782.00	N05°55'00"E	24.00
C78	15.06	10.00	S15°01'14"W	15.06
C79	10.21	972.00	N31°31'56"W	10.21
C80	15.71	10.00	N80°11'07"E	15.71
C81	31.42	20.00	N13°10'00"E	28.28
C82	41.31	320.00	S84°28'08"W	41.28
C83	54.47	422.00	S94°28'07"W	54.43
C84	48.87	422.00	S94°28'07"W	48.84
C85	37.82	320.00	S47°23'07"W	37.79
C86	49.88	422.00	S40°36'50"W	49.85
C87	37.82	320.00	S40°36'50"W	37.79
C88	62.66	422.00	S32°58'28"W	62.60
C89	47.51	320.00	S32°58'28"W	47.47
C90	62.67	422.00	S84°28'08"W	62.63
C91	47.52	320.00	S84°28'08"W	47.48
C92	62.66	422.00	S15°37'32"W	62.60
C93	47.51	320.00	S15°37'32"W	47.47
C94	10.71	422.00	S10°58'40"W	10.72
C95	8.13	320.00	S10°58'40"W	8.13
C96	31.42	20.00	N55°15'00"E	28.28
C97	15.71	10.00	N34°45'00"E	14.14
C98	21.99	14.00	N50°11'07"E	18.80
C99	4.61	304.00	S10°41'02"W	4.61
C100	3.03	200.00	S10°41'02"W	3.03
C101	71.03	304.00	S17°48'40"W	70.88
C102	46.73	200.00	S17°48'40"W	46.82
C103	99.85	304.00	S32°22'05"W	99.81
C104	54.80	200.00	S32°22'05"W	54.73
C105	63.37	304.00	S49°12'14"W	63.29
C106	30.74	200.00	S44°38'07"W	30.71
C107	24.06	304.00	S44°38'07"W	24.05
C108	24.11	200.00	S44°38'07"W	24.12
C109	7.73	304.00	S7°28'17"W	7.73
C110	7.73	200.00	S7°28'17"W	7.73
C111	38.55	304.00	S64°43'08"W	38.53
C112	24.05	200.00	S64°43'08"W	24.03
C113	46.43	278.00	N68°17'09"W	46.38
C114	15.01	10.00	N20°27'51"W	13.64
C115	91.28	478.00	N20°27'51"W	91.14
C116	15.28	72.00	S73°40'45"E	15.23
C117	32.01	278.00	N76°25'39"W	31.99
C118	2.29	88.00	N81°20'00"W	2.40
C119	35.13	20.00	S84°41'15"W	30.79
C120	18.65	88.00	S73°40'45"E	18.61
C121	15.71	10.00	N50°11'07"E	14.14
C122	18.46	10.00	N82°40'00"E	14.88
C123	87.74	324.00	N57°36'30"W	87.48
C124	39.93	174.00	N72°16'30"W	39.88
C125	13.56	10.00	S34°18'00"E	14.03
C126	15.71	10.00	S55°15'00"W	14.14
C127	127.12	152.00	S34°12'30"W	123.45
C128	71.03	853.00	N41°20'50"W	70.88
C129	76.00	178.00	S04°36'10"W	74.48
C130	88.38	122.00	N14°45'48"E	86.46
C131	118.41	224.00	S30°47'50"E	117.03
C132	11.62	4.82	N53°45'00"E	10.28
C133	30.16	124.00	N81°19'08"W	30.09
C134	13.62	10.00	S49°18'55"E	12.98
C135	388.75	1028.00	N21°03'19"W	384.48
C136	20.48	478.00	S84°28'08"W	20.48
C137	15.01	10.00	S81°17'09"E	13.64
C138	62.74	978.00	S36°26'30"E	62.73
C139	198.77	184.00	S23°36'45"E	184.35
C140	31.57	108.00	S18°36'40"W	31.46
C141	122.98	133.00	S161°45'55"E	118.63
C142	62.42	208.00	S64°05'07"E	61.88
C143	17.58	82.00	N58°29'57"W	17.98
C144	98.27	148.00	N77°53'58"W	94.80
C145	61.84	98.00	S36°26'30"E	61.83
C146	17.12	490.00	S37°26'50"W	17.12
C147	383.39	1040.00	N21°16'21"W	381.23
C148	125.81	238.00	S30°47'38"W	124.35
C149	25.00	988.00	N33°32'27"W	25.00
C150	17.07	10.00	N72°58'27"E	15.07
C151	30.89	972.00	N23°08'38"W	30.89
C152	20.65	108.00	N69°27'37"W	20.62
C153	15.71	10.00	N34°45'00"E	14.14
C154	1.98	423.00	N10°23'04"E	1.98
C155	2.45	522.00	N10°23'04"E	2.45
C156	28.78	423.00	N12°27'56"E	28.75
C157	41.11	522.00	N12°46'30"E	41.10
C158	24.02	423.00	N18°02'22"E	24.01
C159	24.01	522.00	N18°20'58"E	24.01
C160	24.02	423.00	N19°17'07"E	24.01
C161	24.01	522.00	N18°39'03"E	24.01
C162	28.87	423.00	N22°58'44"E	28.87
C163	42.24	322.00	N24°32'15"E	42.23
C164	15.71	10.00	N80°31'00"E	14.14
C165	15.71	10.00	N80°31'00"E	14.14
C166	15.71	10.00	N80°31'00"E	14.14
C167	15.71	10.00	N80°31'00"E	14.14
C168	15.71	10.00	N80°31'00"E	14.14
C169	15.71	10.00	N80°31'00"E	14.14
C170	15.71	10.00	N80°31'00"E	14.14
C171	15.71	10.00	N80°31'00"E	14.14
C172	15.71	10.00	N80°31'00"E	14.14
C173	15.71	10.00	N80°31'00"E	14.14
C174	15.71	10.00	N80°31'00"E	14.14
C175	15.71	10.00	N80°31'00"E	14.14
C176	15.71	10.00	N80°31'00"E	14.14
C177	15.71	10.00	N80°31'00"E	14.14
C178	15.71	10.00	N80°31'00"E	14.14
C179	15.71	10.00	N80°31'00"E	14.14
C180	15.71	10.00	N80°31'00"E	14.14
C181	15.71	10.00	N80°31'00"E	14.14
C182	15.71	10.00	N80°31'00"E	14.14
C183	15.71	10.00	N80°31'00"E	14.14
C184	15.71	10.00	N80°31'00"E	14.14
C185	15.71	10.00	N80°31'00"E	14.14
C186	15.71	10.00	N80°31'00"E	14.14
C187	15.71	10.00	N80°31'00"E	14.14
C188	15.71	10.00	N80°31'00"E	14.14
C189	15.71	10.00	N80°31'00"E	14.14
C190	15.71	10.00	N80°31'00"E	14.14
C191	15.71	10.00	N80°31'00"E	14.14
C192	15.71	10.00	N80°31'00"E	14.14
C193	15.71	10.00	N80°31'00"E	14.14
C194	15.71	10.00	N80°31'00"E	14.14
C195	15.71	10.00	N80°31'00"E	14.14
C196	15.71	10.00	N80°31'00"E	14.14
C197	15.71	10.00	N80°31'00"E	14.14
C198	15.71	10.00	N80°31'00"E	14.14
C199	15.71	10.00	N80°31'00"E	14.14
C200	15.71	10.00	N80°31'00"E	14.14
C201	15.71	10.00	N80°31'00"E	14.14
C202	15.71	10.00	N80°31'00"E	14.14
C203	15.71	10.00	N80°31'00"E	14.14
C204	15.71	10.00	N80°31'00"E	14.14
C205	15.71	10.00	N80°31'00"E	14.14
C206	15.71	10.00	N80°31'00"E	14.14
C207	15.71	10.00	N80°31'00"E	14.14
C208	15.71	10.00	N80°31'00"E	14.14
C209	15.71	10.00	N80°31'00"E	14.14
C210	15.71	10.00	N80°31'00"E	14.14
C211	15.71	10.00	N80°31'00"E	14.14
C212	15.71	10.00	N80°31'00"E	14.14
C213	15.71	10.00	N80°31'00"E	14.14
C214	15.71	10.00	N80°31'00"E	14.14
C215	15.71	10.00	N80°31'00"E	14.14
C216	15.71	10.00	N80°31'00"E	14.14
C217	15.71	10.00	N80°31'00"E	14.14
C218	15.71	10.00	N80°31'00"E	14.14
C219	15.71	10.00	N80°31'00"E	14.14
C220	15.71	10.00	N80°31'00"E	14.14
C221	15.71	10.00	N80°31'00"E	14.14
C222	15.71	10.00	N80°31'00"E	14.14
C223	15.71	10.00	N80°31'00"E	14.14
C224	15.71	10.00	N80°31'00"E	14.14
C225	15.71	10.00	N80°31'00"E	14.14
C226	15.71	10.00	N80°31'00"E	14.14
C227	15.71	10.00	N80°31'00"E	14.14
C228	15.71	10.00	N80°31'00"E	14.14
C229	15.71	10.00	N80°31'00"E	14.14
C230	15.71	10.00	N80°31'00"E	14.14
C231	15.71	10.00	N80°31'00"E	14.14
C232	15.71	10.00	N80°31'00"E	14.14
C233	15.71	10.00	N80°31'00"E	14.14
C234	15.71	10.00	N80°31'00"E	14.14
C235	15.71	10.00	N80°31'00"E	14.14
C236	15.71	10.00	N80°31'00"E	14.14
C237	15.71	10.00	N80°31'00"E	14.14
C238	15.71	10.00	N80°31'00"E	14.14
C239	15.71	10.00	N80°31'00"E	14.14
C240	15.71	10.00	N80°31'00"E	14.14
C241	15.71	10.00	N80°31'00"E	14.14
C242	15.71	10.00	N80°31'00"E	14.14
C243	15.71	10.00	N80	

CURVE	LENGTH	RADIUS	BEARING	CHORD
C105	15.01	10.00	N82°27'51"W	13.64
C106A	50.30	520.85	S18°42'04"W	50.28
C106B	71.18	300.00	N70°15'49"W	71.01
C106	12.10	596.67	N15°11'04"E	12.10
C106A	40.11	477.08	S12°28'15"W	40.10
C113	15.71	10.00	S85°15'00"W	14.14
C114	15.71	10.00	N34°45'00"W	14.14
C122	1.98	423.00	N10°23'04"E	1.98
C122A	2.45	522.00	N102°13'01"E	2.45
C123	28.78	423.00	N12°27'58"E	28.75
C123A	41.11	522.00	N12°46'30"E	41.10
C124	24.02	423.00	N18°32'25"E	24.01
C124A	24.01	522.00	N18°02'58"E	24.01
C125	24.02	423.00	N19°17'38"E	24.01
C125A	24.01	522.00	N18°59'03"E	24.01
C128	28.67	423.00	N22°54'41"E	28.67
C128A	42.24	522.00	N22°37'13"E	42.23
C129	15.71	10.00	N80°21'00"E	14.14
C129A	78.10	423.00	N30°13'39"E	77.99
C205	15.80	10.00	S09°48'01"E	14.98
C205A	88.45	524.00	N30°02'46"E	88.34
C205B	78.61	407.00	N29°59'01"E	78.49
C205	34.13	524.00	N23°02'41"E	34.13
C206A	34.08	407.00	N22°03'06"E	34.07
C207	24.01	524.00	N20°09'57"E	24.01
C207A	24.00	407.00	N17°27'48"E	24.00
C208	24.00	524.00	N17°32'28"E	24.00
C208A	24.06	407.00	N14°34'49"E	24.05
C209	31.32	524.00	N14°40'57"E	31.31
C209A	18.73	407.00	N11°54'07"E	18.73
C210	34.01	524.00	N10°58'40"E	34.00
C211	24.02	524.00	N07°48'18"E	24.02
C212	3.15	524.00	N08°17'10"E	3.15
C219	16.43	10.00	S83°10'55"W	14.64
C220	14.99	10.00	N38°49'05"W	13.82
C228	15.71	10.00	S85°15'00"W	14.14
C228A	40.86	639.00	N12°34'00"E	40.58
C228	32.16	639.00	N16°48'03"E	32.16
C228A	31.42	20.00	N34°45'00"W	28.28
C229	24.03	639.00	N19°17'12"E	24.03
C230	24.09	639.00	N19°18'39"E	24.09
C231	32.06	639.00	N23°57'42"E	32.06
C231A	20.75	92.00	N18°42'13"E	20.88
C232	28.88	639.00	N29°14'00"E	28.88
C232A	18.84	92.00	S29°20'13"W	19.81
C233	24.15	639.00	N29°04'42"E	24.15
C234	21.14	4.35	N11°32'24"E	19.18
C234A	20.91	639.00	N31°02'55"E	20.91
C235	35.92	478.00	N32°37'37"E	35.91
C235A	15.83	10.00	N80°19'10"E	14.23
C236	24.01	478.00	N23°11'51"E	24.01
C237	24.01	478.00	N26°07'48"E	24.01
C238	55.45	478.00	N21°20'21"E	55.42
C238A	12.57	108.00	N30°18'38"E	12.54
C239	49.42	478.00	N19°02'10"E	49.39
C239A	28.06	108.00	N17°41'30"E	27.88
C240	24.08	478.00	N10°48'48"E	24.07
C241	24.01	478.00	N07°43'07"E	24.01
C242	1.33	478.00	N06°11'37"E	1.33
C244	31.42	20.00	S85°15'00"W	28.28
C245	15.71	10.00	N34°45'00"W	14.14

CURVE	LENGTH	RADIUS	BEARING	CHORD
C246	41.76	486.00	N12°42'41"E	41.75
C246A	50.78	591.00	N12°42'41"E	50.78
C247	45.43	486.00	N17°31'04"E	45.42
C247A	55.25	591.00	N17°31'04"E	55.23
C248	45.43	486.00	N23°12'28"E	45.42
C248A	55.25	591.00	N23°12'28"E	55.23
C249	45.43	486.00	N28°33'48"E	45.42
C249A	55.25	591.00	N28°33'48"E	55.23
C250	45.43	486.00	N33°50'10"E	45.42
C250A	55.25	591.00	N33°50'10"E	55.23
C251	17.55	486.00	N37°37'58"E	17.55
C252	54.63	192.00	S57°17'08"E	54.45
C252A	30.65	20.00	S00°41'01"E	27.74
C267	15.71	10.00	S34°45'00"W	14.14
C270	26.25	956.39	N09°18'39"E	26.24
C270A	18.01	10.00	S24°34'45"W	14.35
C276	6.24	20.00	N87°00'44"E	9.16
C277	22.17	20.00	N42°00'44"E	21.05
C281	21.99	14.00	S50°15'00"W	19.80
C284	15.71	10.00	N34°45'00"W	14.14
C285	31.42	20.00	S55°15'00"W	28.28
C289	31.41	20.00	S34°45'00"W	28.28
C290A	31.41	20.00	S55°15'00"W	28.28
C301	15.71	10.00	N85°15'00"W	14.14
C302	15.71	10.00	S34°45'00"W	14.14
C304	33.99	22.00	N59°59'01"E	30.71
C308	31.93	20.00	N34°00'00"W	28.64
C309	15.71	10.00	S55°15'00"W	14.14
C310	14.08	300.00	N78°24'20"W	14.08
C011K	82.42	208.00	S54°05'07"E	81.88
C011L	17.59	92.00	N59°57'37"W	17.35
C022	20.65	108.00	N59°57'37"W	20.62

LINE	LENGTH	BEARING
L108	30.13	N11°45'00"E
L112	14.00	N13°18'48"E
L236	29.28	N54°29'00"W
L237	27.64	N54°29'00"W
L238	26.00	N54°29'00"W
L239	32.89	N78°45'00"W
L240	28.40	N78°45'00"W
L241	27.53	N78°45'00"W
L242	26.67	N78°45'00"W
L243	25.80	N78°45'00"W
L250	4.35	S39°31'00"W
L271	10.14	N34°45'00"W
L276	8.59	S10°15'00"W
L292	6.08	N54°29'00"W
LO22A	7.08	N55°28'15"W



MAY BE CONVERTED BY THE DECLARANT TO CREATE ADDITIONAL UNITS AND/OR COMMON ELEMENTS SOME OF WHICH MAY BE LIMITED COMMON ELEMENTS

T2B
77,101 S.F.

769

OS-20
COMMON LAND
18,824 S.F.

OS-21
COMMON LAND
11,563 S.F.

SEE SHEET 3

SEE SHEET 10

SEE SHEET 11

SEE SHEET 11

SEE SHEET 6

OS-1

- NOTES:
LISTING OF ALL "STREETS" AND "ALLEYS" ON SHEET 2.
- ASSOCIATION MAINTAINED PEDESTRIAN FACILITY (SIDEWALK)
 - ASSOCIATION MAINTAINED PEDESTRIAN FACILITY (TRAIL)

DESIGN :	D.J.W.
DRAWN :	H.A.W.
CHECKED :	R.A.C.
DATE :	08-18-2017

PLANNING ENGINEERING & SURVEYING
115 LIMEKILN RD. P.O. BOX 137
NEW CUMBERLAND, PA 17070
PHONE: 717-770-2600
FAX: 717-770-2400
WWW.ALPHA-ENGINEERS.COM

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ALPHA CONSULTING ENGINEERS, INC.

SEAL

SEAL

FLATS AND PLANS

WALDEN, A PLANNED COMMUNITY

SILVER SPRING TOWNSHIP, CUMBERLAND COUNTY, PENNSYLVANIA

PROJECT NO.	240108
SURVEY BOOK :	2:V0007370017.mxd/270073.mxd
SCALE :	1" = 50'
DWG FILE :	2:V0007370017.mxd/270073.mxd
SHEET	5

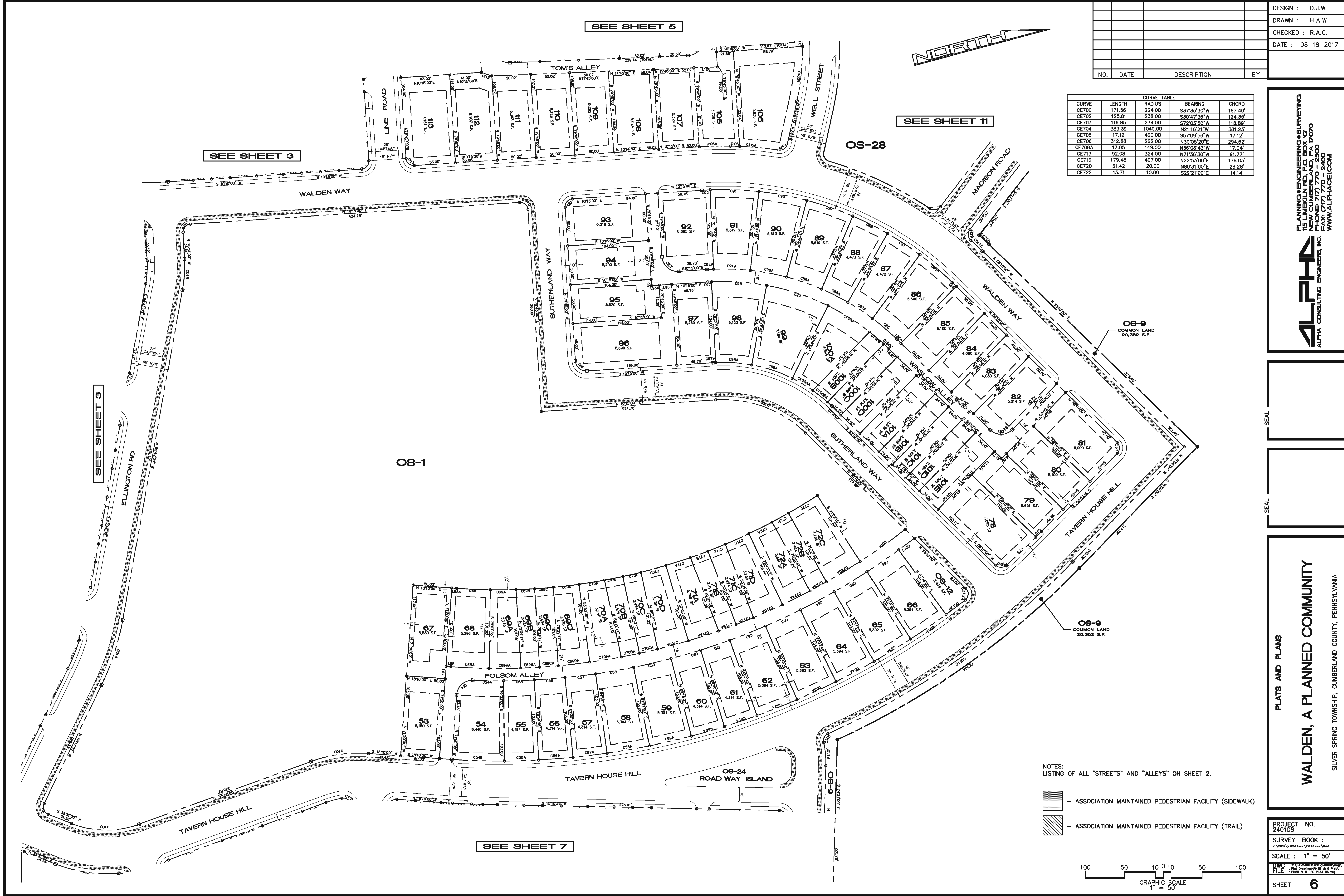
DESIGN : D.J.W.
 DRAWN : H.A.W.
 CHECKED : R.A.C.
 DATE : 08-18-2017

NO.	DATE	DESCRIPTION	BY

CURVE TABLE				
CURVE	LENGTH	RADIUS	BEARING	CHORD
CE700	171.56	224.00	S37°35'30"W	167.40'
CE702	125.81	236.00	S30°47'36"W	124.35'
CE703	119.85	274.00	S72°03'50"W	118.89'
CE704	383.39	1040.00	N21°16'21"W	381.23'
CE705	17.12	490.00	S57°09'58"W	17.12'
CE706	312.88	262.00	N33°03'20"E	294.52'
CE708A	17.05	149.00	N56°06'43"W	17.04'
CE713	92.08	324.00	N71°36'30"W	91.77'
CE719	179.48	407.00	N22°53'00"E	178.03'
CE720	31.42	20.00	N80°31'00"E	28.28'
CE722	15.71	10.00	S28°21'00"E	14.14'

PLANNING ENGINEERING & SURVEYING
 115 LIMEKILN RD. P.O. BOX 133
 NEW CUMBERLAND, PA 17070
 PHONE: 717 770 - 2600
 FAX: 717 770 - 2400
 WWW.ALPHA-ENGINEERS.COM

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 ALPHA CONSULTING ENGINEERS, INC.



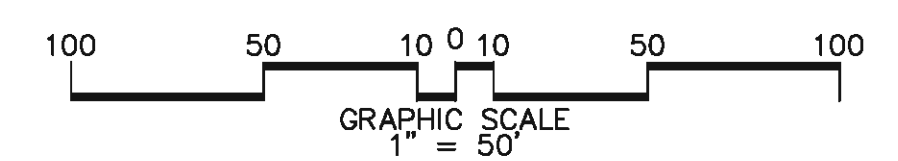
SEAL

FLATS AND PLANS
WALDEN, A PLANNED COMMUNITY
 SILVER SPRING TOWNSHIP, CUMBERLAND COUNTY, PENNSYLVANIA

PROJECT NO.
240108
 SURVEY BOOK :
2:V0007370017.dwg/270017.dwg
 SCALE : 1" = 50'
 DWG : 1:V0007370017.dwg/270017.dwg
 FILE : 2:V0007370017.dwg/270017.dwg
 SHEET **6**

NOTES:
 LISTING OF ALL "STREETS" AND "ALLEYS" ON SHEET 2.

- ASSOCIATION MAINTAINED PEDESTRIAN FACILITY (SIDEWALK)
 - ASSOCIATION MAINTAINED PEDESTRIAN FACILITY (TRAIL)



CURVE	LENGTH	RADIUS	BEARING	CHORD
C14	43.00	124.00	N81°46'00"W	42.78'
C14A	14.96	10.00	S48°50'42"E	13.60'
C17	21.26	122.00	S00°59'52"E	21.23'
C17A	18.18	10.00	S58°04'50"W	15.78'
C30	15.74	58.00	N07°52'23"E	15.70'
C31	34.84	58.00	N32°41'52"W	34.31'
C32	24.74	58.00	N62°07'33"W	24.56'
C34	15.79	10.00	S62°24'48"W	14.20'
C35	65.97	42.00	N29°21'00"W	59.40'
C43	14.78	1028.00	N15°35'14"E	14.78'
C44	24.01	1028.00	N16°40'05"E	24.01'
C45	14.88	1028.00	N17°45'07"E	14.88'
C47	15.71	10.00	S28°50'00"E	14.14'

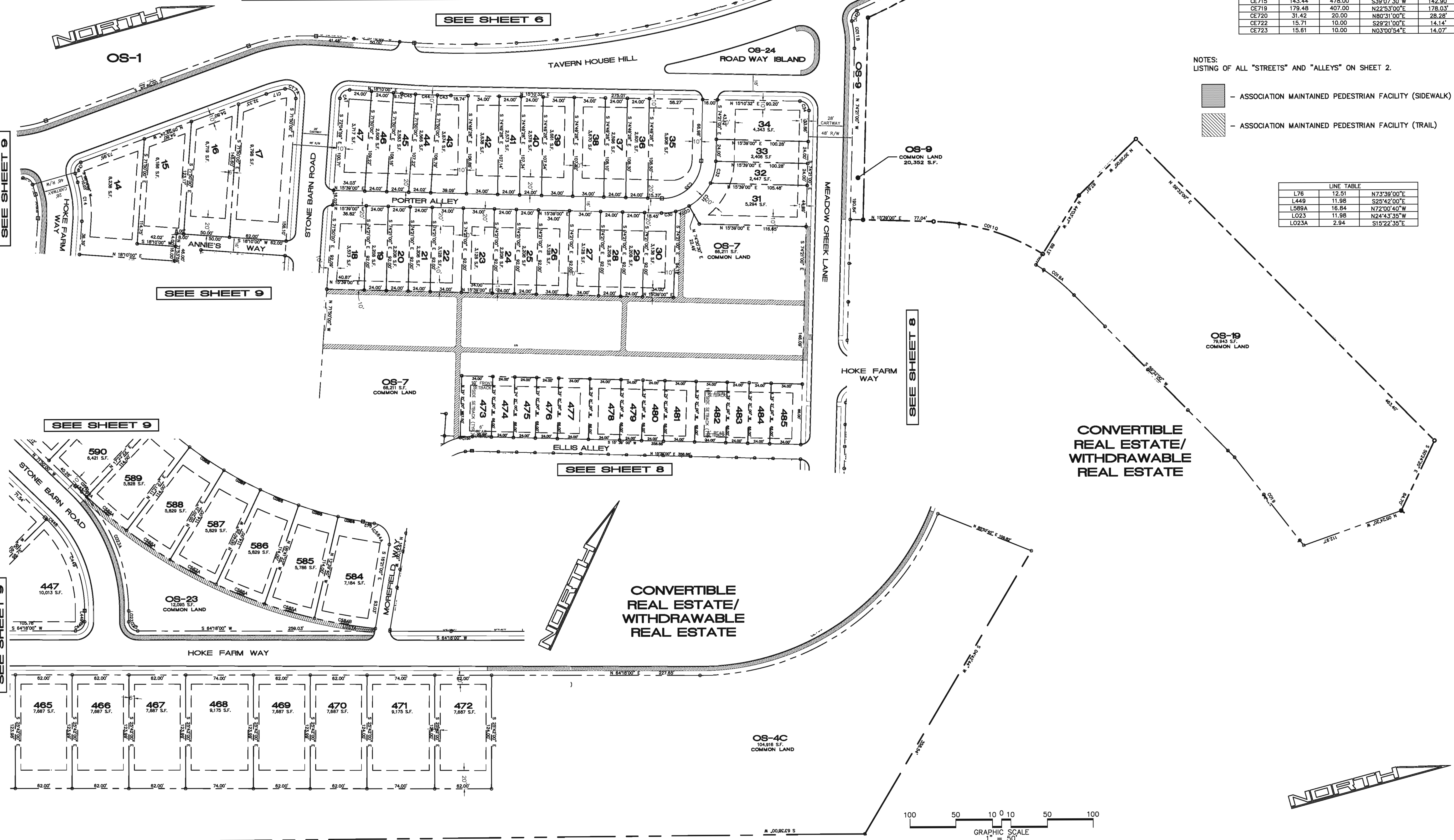
CURVE	LENGTH	RADIUS	BEARING	CHORD
C07	19.96	58.00	S04°15'34"E	19.86'
C07A	15.78	58.00	N07°41'52"E	15.73'
C04	39.26	25.00	S09°28'30"E	35.35'
C04A	171.04	140.00	S70°31'01"W	160.60'
C04B	312.88	262.00	N30°05'20"E	294.62'
C011	118.41	224.00	S30°47'36"W	117.03'
C011A	11.62	6.82	N53°35'34"E	10.26'
C011B	30.16	174.00	N81°19'06"W	30.09'
C011C	13.62	10.00	S49°16'55"E	12.59'
C011D	386.75	1028.00	N21°03'19"W	384.48'
C011E	20.48	478.00	S56°56'21"W	20.48'
C011F	15.01	10.00	S81°17'09"E	13.64'
C011G	62.74	976.00	S38°26'30"E	62.73'
C011H	195.77	164.00	S33°56'46"W	184.35'
C011I	31.57	108.00	S18°36'40"W	31.46'
C011J	122.96	133.00	S16°14'55"E	118.63'
C011K	82.42	208.00	S54°05'07"E	81.88'
C011L	17.59	92.00	N59°57'37"W	17.56'
C011M	96.27	149.00	N77°53'58"W	94.60'
C011N	61.84	962.00	S38°26'30"E	61.83'
C011O	17.12	490.00	S37°09'46"W	17.12'
C011P	383.39	1040.00	N21°18'21"W	381.23'
C011Q	125.81	238.00	S30°47'36"W	124.35'
C019	119.85	274.00	S72°03'50"W	118.89'
C019A	53.16	224.00	S52°44'06"W	53.03'

CURVE	LENGTH	RADIUS	BEARING	CHORD
C44B	2.46	141.00	S71°20'01"E	2.46'
C44B	111.07	141.00	S48°16'01"E	108.22'
C449A	15.71	10.00	N19°18'00"E	14.14'
C584	27.89	430.00	N75°29'40"E	27.68'
C584A	31.42	20.00	N61°21'00"W	28.28'
C584B	67.55	544.00	N73°46'54"E	67.51'
C585	44.82	430.00	N80°19'29"E	44.79'
C585A	56.70	544.00	N80°19'29"E	56.67'
C586	45.15	430.00	N86°19'08"E	45.13'
C586A	57.12	544.00	N86°19'08"E	57.09'
C587	45.15	430.00	S87°39'57"E	45.13'
C587A	57.12	544.00	S87°39'57"E	57.09'
C588	45.15	430.00	S81°39'01"E	45.13'
C588A	57.11	544.00	S81°39'01"E	57.09'
C589	45.14	430.00	S75°38'08"E	45.12'
C589A	57.11	544.00	S75°38'08"E	57.09'
C023	15.71	10.00	S70°42'00"E	14.14'
C023A	152.18	189.00	N48°46'00"W	148.10'

CURVE	LENGTH	RADIUS	BEARING	CHORD
CE700	171.56	224.00	S37°35'30"W	167.40'
CE702	125.81	238.00	S30°47'36"W	124.35'
CE703	119.85	274.00	S72°03'50"W	118.89'
CE704	383.39	1040.00	N21°18'21"W	381.23'
CE705	17.12	490.00	S37°09'46"W	17.12'
CE706	312.88	262.00	N30°05'20"E	294.62'
CE708A	17.05	149.00	N58°06'43"W	17.04'
CE713	82.08	324.00	N71°36'30"W	81.77'
CE714	15.01	10.00	N73°31'51"E	13.84'
CE715	143.44	478.00	S39°07'30"W	142.90'
CE719	179.48	407.00	N22°53'00"E	178.03'
CE720	31.42	20.00	N80°31'00"E	28.28'
CE722	15.71	10.00	S29°21'00"E	14.14'
CE723	15.61	10.00	N03°00'54"E	14.07'

LINE	LENGTH	BEARING
L76	12.51	N73°39'00"E
L449	11.98	S25°42'00"E
L589A	16.64	N72°00'40"W
L023	11.98	N24°43'35"W
L023A	2.94	S15°22'35"E

- NOTES:
LISTING OF ALL "STREETS" AND "ALLEYS" ON SHEET 2.
- ASSOCIATION MAINTAINED PEDESTRIAN FACILITY (SIDEWALK)
 - ASSOCIATION MAINTAINED PEDESTRIAN FACILITY (TRAIL)



DESIGN : D.J.W.
DRAWN : H.A.W.
CHECKED : R.A.C.
DATE : 08-18-2017

PLANNING ENGINEERING & SURVEYING
115 LIMEKILN RD., P.O. BOX 67
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PHONE: (410) 770-2400
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ALPHA
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SEAL

PLATS AND PLANS

WALDEN, A PLANNED COMMUNITY

SILVER SPRING TOWNSHIP, CUMBERLAND COUNTY, PENNSYLVANIA

PROJECT NO.
240108

SURVEY BOOK :
2: 2007/270817 and 270817 Rev 1/18

SCALE : 1" = 50'

DWG : [unclear]
FILE : [unclear]
DATE : [unclear]

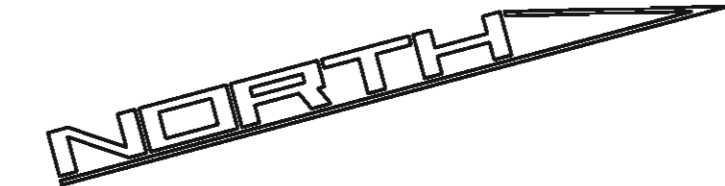
SHEET **7**

CURVE TABLE				
CURVE	LENGTH	RADIUS	BEARING	CHORD
C486	15.71'	10.00'	N29°21'00"W	14.14'
C500	7.16'	42.00'	S10°46'06"W	7.15'
C509	49.51'	124.00'	N6°36'20"E	49.18'
C509A	19.72'	10.00'	S51°40'00"W	16.68'
C509B	6.88'	524.00'	S72°12'34"E	6.88'
C510	41.46'	524.00'	S74°51'09"E	41.45'
C511	47.26'	524.00'	S79°42'11"E	47.24'
C511A	45.33'	414.00'	S74°58'11"E	45.30'
C512	47.25'	524.00'	S84°52'12"E	47.23'
C512A	58.93'	414.00'	S82°11'03"E	58.88'
C513	41.46'	524.00'	S89°43'12"E	41.45'
C513A	51.44'	414.00'	S89°49'19"E	51.41'
C514	41.45'	524.00'	N85°44'48"E	41.44'
C514A	51.39'	414.00'	N83°03'44"E	51.36'
C515	54.08'	524.00'	N80°31'25"E	54.06'
C515A	31.42'	20.00'	N28°39'00"E	28.28'
C515B	42.31'	414.00'	N76°34'41"E	42.30'
C553	47.26'	358.00'	N85°03'39"E	47.22'
C553A	60.97'	476.00'	N81°56'37"E	60.93'
C554	47.25'	358.00'	S87°22'35"E	47.22'
C554A	61.43'	476.00'	N89°18'36"E	61.39'
C555	40.97'	358.00'	S80°19'00"E	40.95'
C555A	15.24'	10.00'	S59°18'21"W	13.81'
C555B	0.75'	10.00'	S13°29'18"W	0.75'
C555C	74.12'	476.00'	S82°31'56"E	74.04'
C556	35.78'	476.00'	S73°59'12"E	35.77'
C603B	97.79'	238.00'	S34°09'59"W	97.10'
C604	28.02'	238.00'	S19°01'22"W	28.00'
C606	15.71'	10.00'	N60°39'00"E	14.14'
C606A	0.02'	10.00'	N74°16'57"W	0.02'
C607	15.71'	10.00'	S29°21'00"E	14.14'
OS16C1	15.71'	10.00'	S60°39'00"W	14.14'
OS16C2	15.27'	10.00'	S28°05'30"E	13.83'
OS18C1	56.97'	42.00'	S32°58'24"E	52.70'

LINE TABLE		
LINE	LENGTH	BEARING
L486	20.00'	N15°39'00"E
L487	20.00'	N15°39'00"E
L488	20.00'	N15°39'00"E
L489	20.00'	N15°39'00"E
L490	30.00'	N15°39'00"E
L491	30.00'	N15°39'00"E
L492	20.00'	N15°39'00"E
L493	20.00'	N15°39'00"E
L494	20.00'	S15°39'00"W
L509	51.50'	S71°50'00"E
L515	12.51'	N73°39'00"E
L607	24.00'	S74°21'00"E
L608	24.00'	S74°21'00"E
L609	24.00'	S74°21'00"E
L610	24.00'	S74°21'00"E
L611	34.00'	S74°21'00"E
L612	34.00'	S74°21'00"E
L613	24.00'	S74°21'00"E
L614	24.00'	S74°21'00"E
L615	24.00'	S74°21'00"E
L616	36.77'	S74°21'00"E
L618	11.06'	N13°58'59"E
OS16L1	10.00'	S74°21'00"E
OS16L2	10.45'	S71°50'00"E
OS18L1	59.21'	N71°49'52"W

DESIGN :	D.J.W.
DRAWN :	H.A.W.
CHECKED :	R.A.C.
DATE :	08-18-2017

NO.	DATE	DESCRIPTION	BY



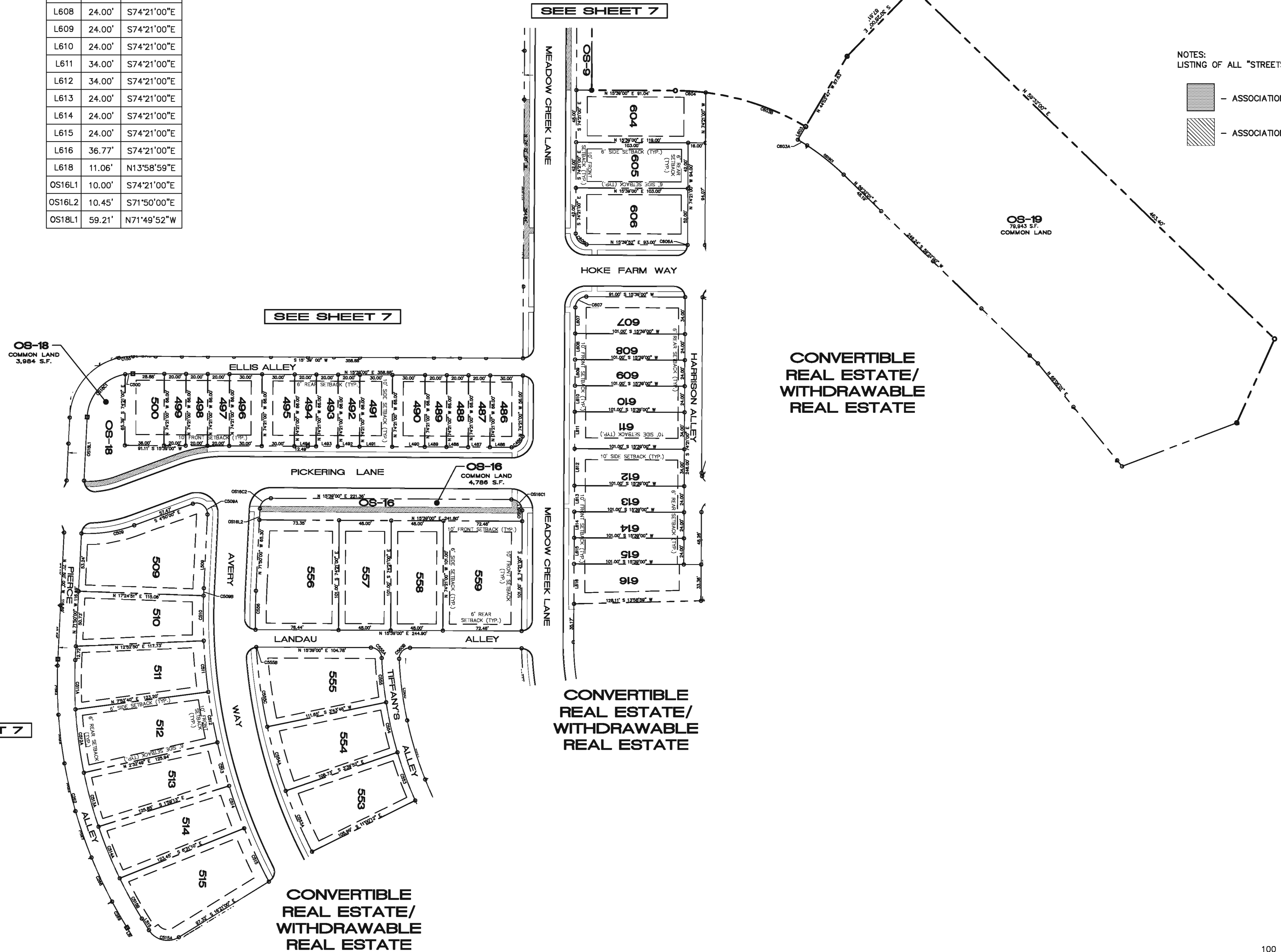
NOTES:
LISTING OF ALL "STREETS" AND "ALLEYS" ON SHEET 2.

- ASSOCIATION MAINTAINED PEDESTRIAN FACILITY (SIDEWALK)
- ASSOCIATION MAINTAINED PEDESTRIAN FACILITY (TRAIL)

PLANNING • ENGINEERING • SURVEYING
 115 LIMEKILN RD., P.O. BOX 107
 NEW CUMBERLAND, PA 17070
 PHONE: (717) 770-2400
 FAX: (717) 770-2400
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SEE SHEET 7

SEE SHEET 7

SEE SHEET 7

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SEAL

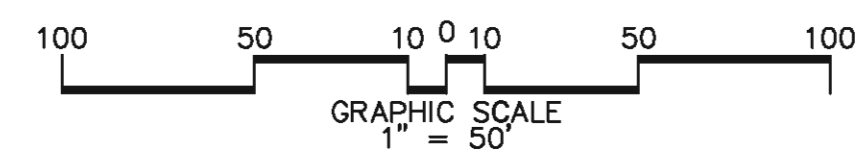
SEAL

PLATS AND PLANS

WALDEN, A PLANNED COMMUNITY

 SILVER SPRING TOWNSHIP, CUMBERLAND COUNTY, PENNSYLVANIA



PROJECT NO.	240108
SURVEY BOOK :	2: 03007270817 and 0720818
SCALE :	1" = 50'
DWG FILE :	F:\04\240108\240108.dwg
FILE :	2: 03007270817 and 0720818
SHEET	8



CURVE TABLE				
CURVE	LENGTH	RADIUS	BEARING	CHORD
C2	31.42	20.00	N80°31'00"E	28.28'
C10	35.56	156.00	S42°02'47"W	35.48'
C11	45.00	156.00	S56°50'25"W	44.84'
C12	45.00	156.00	S73°22'05"W	44.84'
C13	26.54	20.00	N56°11'05"E	24.64'
C13A	34.23	156.00	S87°55'02"W	34.16'
C04	39.26	25.00	S09°28'30"E	35.35'
C04A	171.04	140.00	S70°31'01"W	160.60'
C05	83.25	178.00	N22°07'05"E	82.48'
C05A	13.89	10.00	S48°30'35"W	12.80'
C05B	26.35	76.00	N81°46'00"W	26.22'
C448	2.46	141.00	S71°20'01"E	2.46'
C449	111.07	141.00	S48°16'01"E	108.22'
C449A	15.71	10.00	N19°18'00"E	14.14'
C450	102.69	256.00	N75°47'30"E	102.00'
C451	89.14	256.00	N82°44'30"W	88.69'
C452	4.17	256.00	N72°17'59"W	4.17'
C460	44.02	304.00	S75°58'54"E	43.98'
C461	62.00	304.00	S85°58'21"E	61.89'
C462	62.00	304.00	N82°20'33"E	61.89'
C463	62.00	304.00	N70°39'26"E	61.89'
C464	2.73	304.00	N64°33'26"E	2.73'
C503A	64.13	42.00	S28°05'30"E	58.08'
C504	15.71	10.00	N63°10'00"E	14.14'
C586A	57.12	544.00	N86°19'06"E	57.09'
C587	45.15	430.00	S87°38'57"E	45.13'
C587A	57.12	544.00	S87°38'57"E	57.09'
C588	45.15	430.00	S81°38'01"E	45.13'
C588A	57.11	544.00	S81°38'01"E	57.09'
C589	45.14	430.00	S75°38'06"E	45.12'
C589A	57.11	544.00	S75°38'06"E	57.09'
C590	5.96	430.00	S72°13'49"E	5.96'
C591	15.71	10.00	S26°50'00"E	14.14'
C593A	11.07	414.00	S72°35'58"E	11.07'
CO3	39.28	25.00	N80°31'30"E	35.36'
CO23	15.71	10.00	S70°42'00"E	14.14'
CO23A	152.18	189.00	N48°46'00"W	148.10'

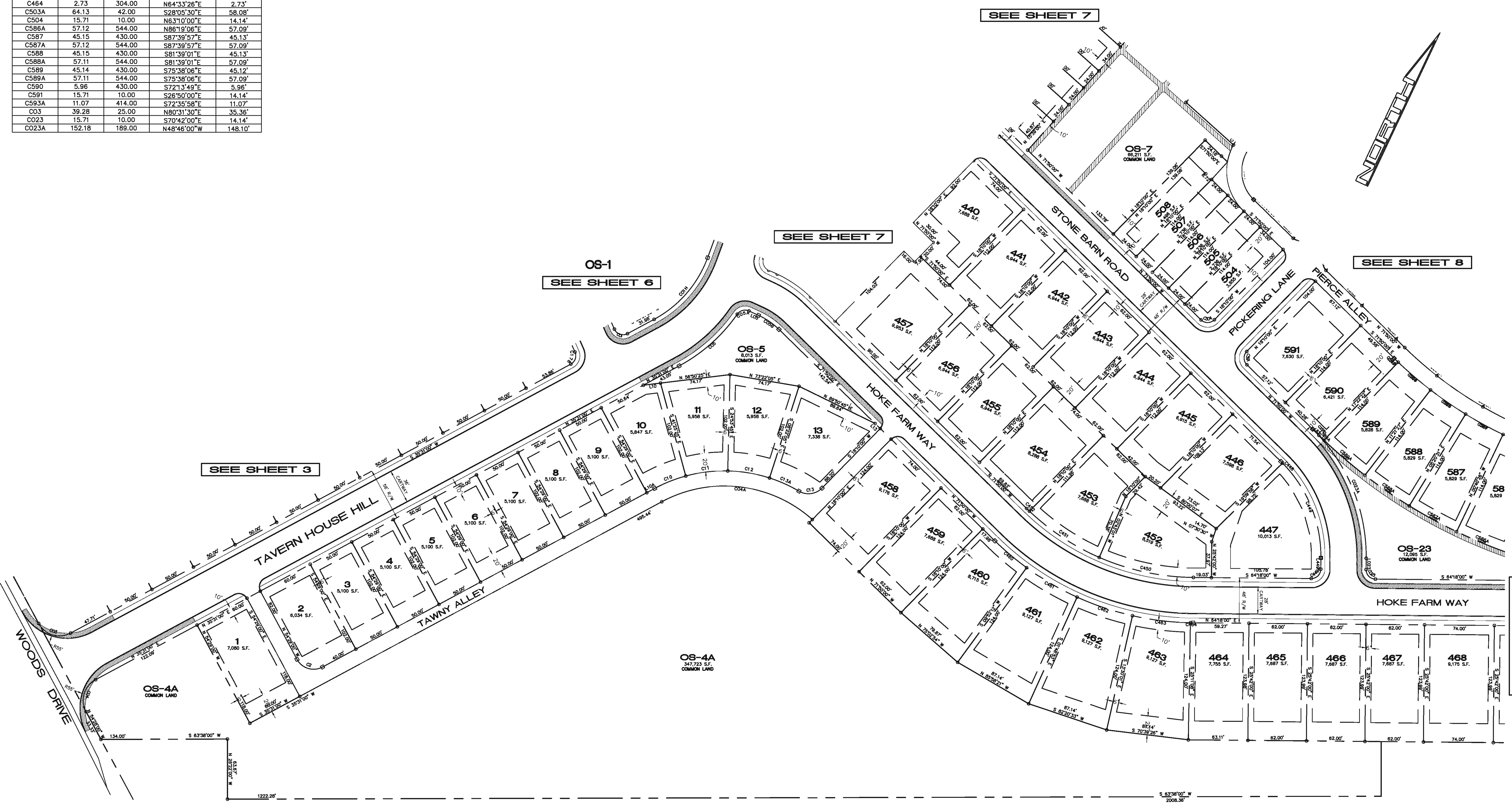
LINE TABLE		
L10	18.35	N57°48'50"E
L10A	9.44	S36°29'25"W
L13	7.69	S70°51'35"E
L449	11.98	S25°42'00"E
L589A	16.84	N72°00'40"W
LO5	11.11	N89°16'25"E
LO23	11.98	N24°43'35"W

DESIGN :	DJW
DRAWN :	HAW
CHECKED :	RAC
DATE :	08-18-2017

- NOTES:
LISTING OF ALL "STREETS" AND "ALLEYS" ON SHEET 2.
-  - ASSOCIATION MAINTAINED PEDESTRIAN FACILITY (SIDEWALK)
 -  - ASSOCIATION MAINTAINED PEDESTRIAN FACILITY (TRAIL)

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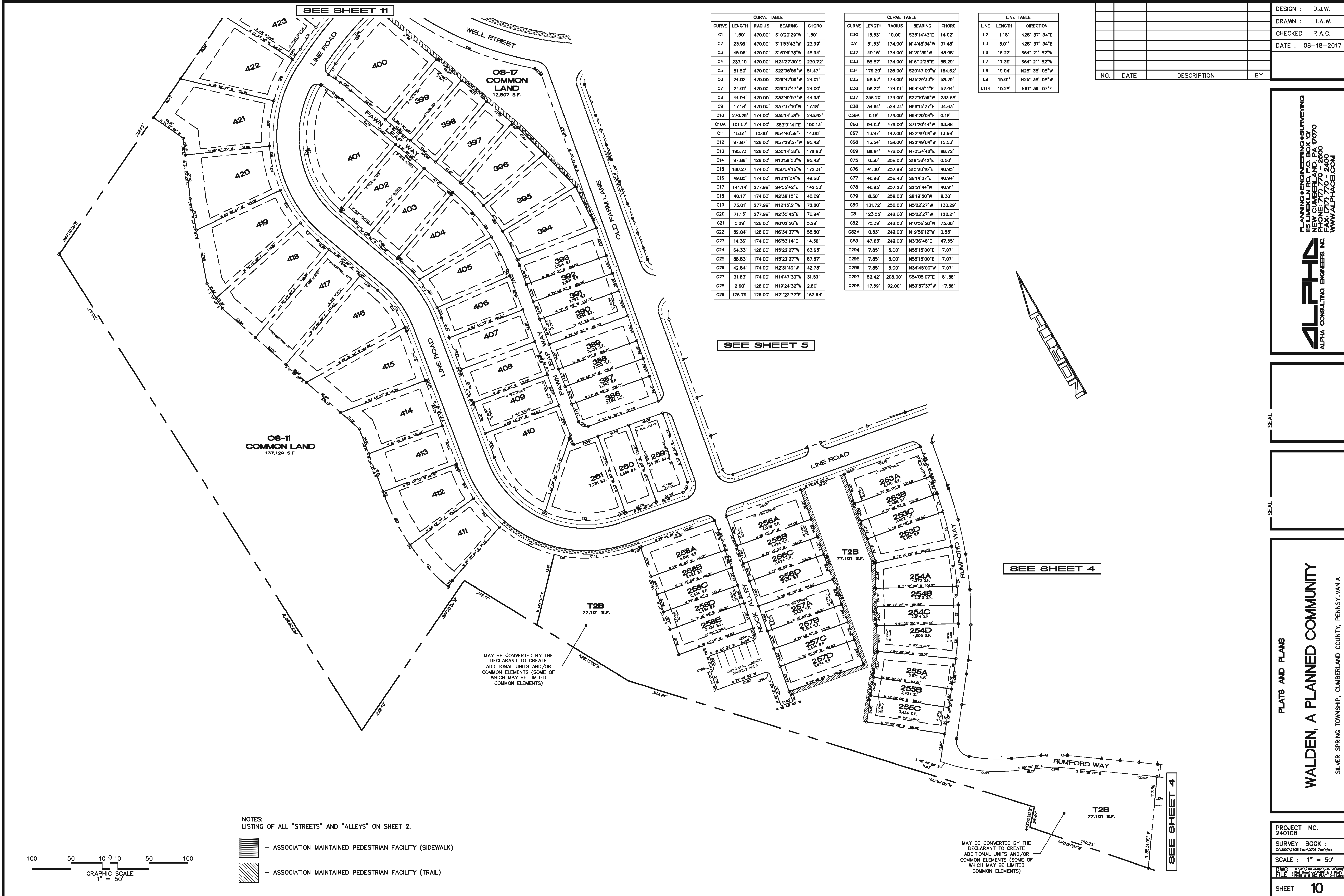


SEAL

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PLATS AND PLANS
WALDEN, A PLANNED COMMUNITY
SILVER SPRING TOWNSHIP, CUMBERLAND COUNTY, PENNSYLVANIA

PROJECT NO.	240108
SURVEY BOOK :	2\2008\270817\new\240108.plt
SCALE :	1" = 50'
DWG FILE :	240108.dwg
SHEET	9



SEE SHEET 11

SEE SHEET 5

SEE SHEET 4

SEE SHEET 4

CURVE TABLE				
CURVE	LENGTH	RADIUS	BEARING	CHORD
C1	1.50'	470.00'	S10°20'29"W	1.50'
C2	23.99'	470.00'	S11°53'43"W	23.99'
C3	45.96'	470.00'	S16°09'33"W	45.94'
C4	233.10'	470.00'	N24°27'30"E	230.72'
C5	51.50'	470.00'	S22°05'59"W	51.47'
C6	24.02'	470.00'	S26°42'09"W	24.01'
C7	24.01'	470.00'	S29°37'47"W	24.00'
C8	44.94'	470.00'	S33°49'57"W	44.93'
C9	17.18'	470.00'	S37°37'10"W	17.18'
C10	270.29'	174.00'	S35°14'58"E	243.92'
C10A	101.57'	174.00'	S63°01'41"E	100.13'
C11	15.51'	10.00'	N54°40'59"E	14.00'
C12	97.87'	126.00'	N57°29'57"W	95.42'
C13	195.73'	126.00'	S35°14'58"E	176.63'
C14	97.86'	126.00'	N12°59'53"W	95.42'
C15	180.27'	174.00'	N50°04'16"W	172.31'
C16	49.85'	174.00'	N12°11'04"W	49.88'
C17	144.14'	277.99'	S4°55'42"E	142.53'
C18	40.17'	174.00'	N2°38'15"E	40.09'
C19	73.01'	277.99'	N12°15'31"W	72.80'
C20	71.13'	277.99'	N2°35'45"E	70.94'
C21	5.29'	126.00'	N8°02'56"E	5.29'
C22	59.04'	126.00'	N6°34'37"W	58.50'
C23	14.36'	174.00'	N6°53'14"E	14.36'
C24	64.33'	126.00'	N5°22'27"W	63.63'
C25	88.83'	174.00'	N5°22'27"W	87.87'
C26	42.84'	174.00'	N2°31'49"W	42.73'
C27	31.63'	174.00'	N14°47'30"W	31.59'
C28	2.60'	126.00'	N19°24'32"W	2.60'
C29	176.79'	126.00'	N21°22'37"E	162.64'

CURVE TABLE				
CURVE	LENGTH	RADIUS	BEARING	CHORD
C30	15.53'	10.00'	S35°14'43"E	14.02'
C31	31.53'	174.00'	N14°48'34"W	31.48'
C32	49.15'	174.00'	N1°31'39"W	48.98'
C33	58.57'	174.00'	N16°12'25"E	58.29'
C34	179.39'	126.00'	S20°47'09"W	164.62'
C35	58.57'	174.00'	N35°29'33"E	58.29'
C36	58.22'	174.01'	N54°43'11"E	57.94'
C37	256.20'	174.00'	S22°10'56"W	233.68'
C38	34.64'	524.34'	N68°15'27"E	34.63'
C38A	0.18'	174.00'	N64°20'04"E	0.18'
C66	94.03'	476.00'	S71°20'44"W	93.68'
C67	13.97'	142.00'	N22°49'04"W	13.96'
C68	15.54'	158.00'	N22°49'04"W	15.53'
C69	86.84'	476.00'	N70°54'46"E	86.72'
C75	0.50'	258.00'	S19°56'42"E	0.50'
C76	41.00'	257.99'	S15°20'16"E	40.95'
C77	40.98'	258.40'	S8°14'07"E	40.94'
C78	40.95'	257.26'	S2°51'44"W	40.91'
C79	8.30'	258.00'	S8°19'50"W	8.30'
C80	131.72'	258.00'	N5°22'27"W	130.29'
C81	123.55'	242.00'	N5°22'27"W	122.21'
C82	75.39'	242.00'	N10°56'58"W	75.08'
C82A	0.53'	242.00'	N19°56'12"W	0.53'
C83	47.63'	242.00'	N3°36'48"E	47.55'
C29A	7.85'	5.00'	N55°15'00"E	7.07'
C29B	7.85'	5.00'	N55°15'00"E	7.07'
C29C	7.85'	5.00'	N34°45'00"W	7.07'
C29D	82.42'	208.00'	S54°05'07"E	81.88'
C29E	17.59'	92.00'	N59°57'37"W	17.56'

LINE TABLE		
LINE	LENGTH	DIRECTION
L2	1.18'	N28° 37' 34"E
L3	3.01'	N28° 37' 34"E
L6	16.27'	S64° 21' 52"W
L7	17.39'	S64° 21' 52"W
L8	19.04'	N25° 38' 08"W
L9	19.01'	N25° 38' 08"W
L114	10.28'	N61° 39' 07"E

NO.	DATE	DESCRIPTION	BY

DESIGN : D.J.W.
 DRAWN : H.A.W.
 CHECKED : R.A.C.
 DATE : 08-18-2017

PLANNING & ENGINEERING & SURVEYING
 115 LIMEKILN RD., P.O. BOX 13
 NEW JERSEY, ANDOVER, NJ 07003
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 FAX: (973) 770-2400
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FLATS AND PLANS

WALDEN, A PLANNED COMMUNITY

SILVER SPRING TOWNSHIP, CUMBERLAND COUNTY, PENNSYLVANIA

PROJECT NO.
240108

SURVEY BOOK :
S. 240108 (2/2017) and S. 240108 (4/2017)

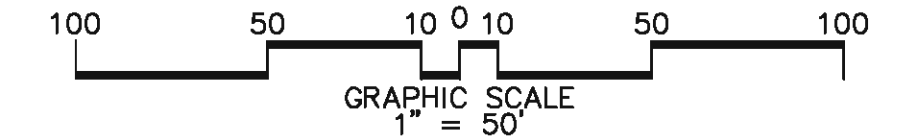
SCALE : 1" = 50'

DWG FILE : P:\240108\240108.dwg

SHEET **10**

NOTES:
LISTING OF ALL "STREETS" AND "ALLEYS" ON SHEET 2.

- ASSOCIATION MAINTAINED PEDESTRIAN FACILITY (SIDEWALK)
- ASSOCIATION MAINTAINED PEDESTRIAN FACILITY (TRAIL)



MAY BE CONVERTED BY THE DECLARANT TO CREATE ADDITIONAL UNITS AND/OR COMMON ELEMENTS (SOME OF WHICH MAY BE LIMITED COMMON ELEMENTS)

MAY BE CONVERTED BY THE DECLARANT TO CREATE ADDITIONAL UNITS AND/OR COMMON ELEMENTS (SOME OF WHICH MAY BE LIMITED COMMON ELEMENTS)

LINE	LENGTH	DIRECTION
L6	16.272	S64° 21' 52"W
L7	17.392	S64° 21' 52"W
L8	19.04'	N25° 38' 08"W
L9	19.014	N25° 38' 08"W
L11	16.000	N79° 45' 00"W
L12	55.000	N10° 15' 00"E
L13	20.000	S10° 15' 00"W
L14	51.000	S10° 15' 00"W
L15	24.000	S10° 15' 00"W
L16	16.000	S79° 45' 00"E
L17	8.744	N11° 09' 45"E
L18	8.490	N11° 09' 45"E
L20	29.914	S49° 45' 00"W
L21	33.537	S64° 21' 52"W
L22	0.515	S34° 36' 00"E
L24	0.813	S25° 38' 08"E

LINE	LENGTH	DIRECTION
L25	38.198	S64° 21' 52"W
L26	16.014	S78° 49' 32"W
L27	54.094	S78° 49' 32"W
L28	16.997	N78° 49' 32"E
L29	10.527	S34° 35' 56"E
L30	37.477	S33° 46' 10"E
L33	11.221	S33° 46' 10"E
L34	57.337	N38° 17' 00"W
L35	57.337	S38° 17' 00"E
L37	12.383	S34° 36' 00"E
L38	12.699	S10° 47' 55"W
L39	12.957	N11° 09' 45"E
L40	16.981	S12° 03' 32"W
L41	17.349	N12° 03' 32"E
L51	19.830	S25° 38' 08"E

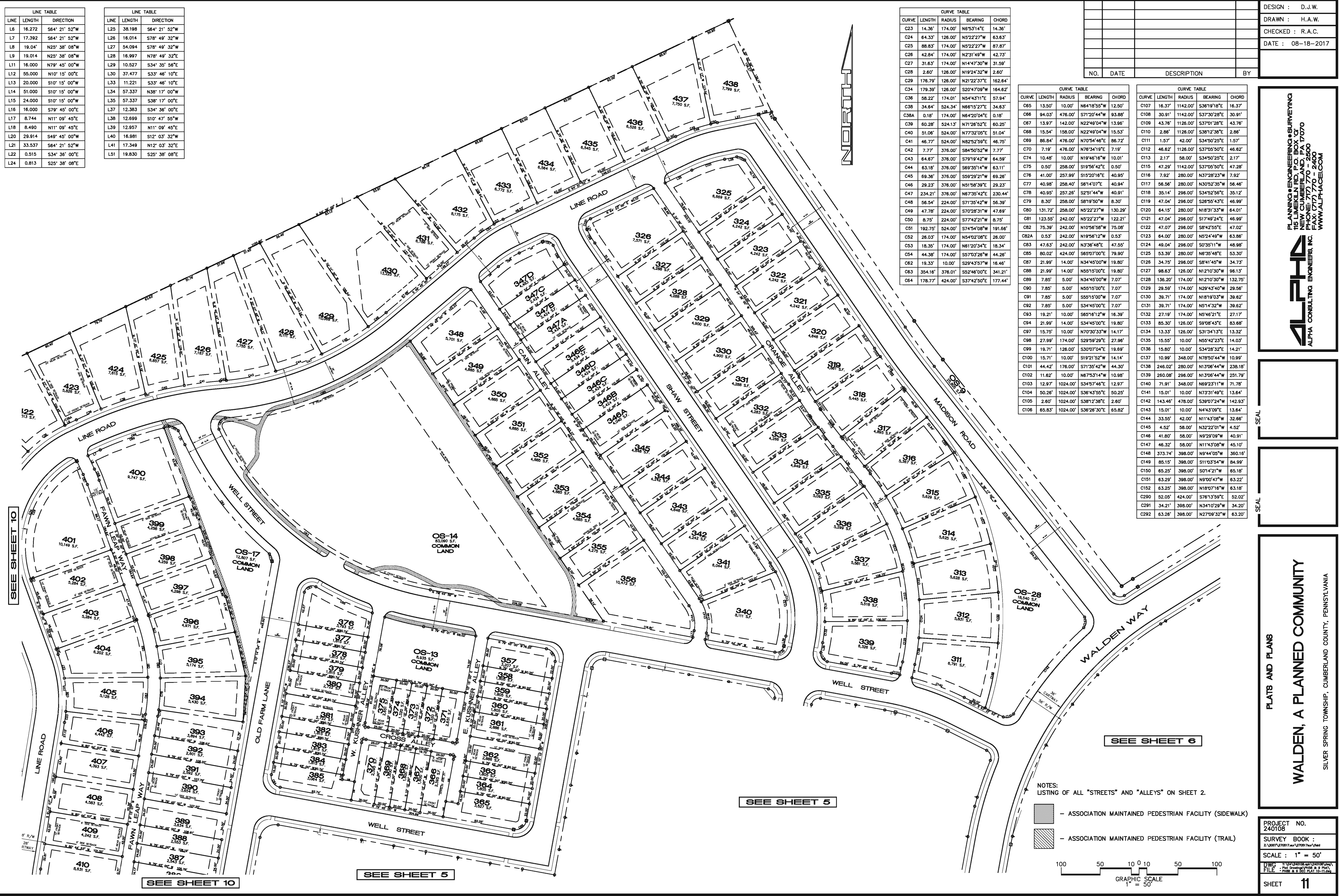
CURVE	LENGTH	RADIUS	BEARING	CHORD
C23	14.36'	174.00'	N65°31'4"E	14.36'
C24	64.33'	126.00'	N52°22'7"W	63.63'
C25	88.83'	174.00'	N52°22'7"W	87.87'
C26	42.84'	174.00'	N23°14'9"W	42.73'
C27	31.63'	174.00'	N14°47'30"W	31.99'
C28	2.60'	126.00'	N19°24'32"W	2.60'
C29	176.79'	126.00'	N21°22'37"E	162.64'
C34	179.39'	126.00'	S20°47'09"W	164.62'
C36	58.22'	174.01'	N54°43'11"E	57.94'
C38	34.64'	524.34'	N66°15'27"E	34.63'
C38A	0.18'	174.00'	N64°20'04"E	0.18'
C39	60.28'	524.13'	N71°26'52"E	60.25'
C40	51.06'	524.00'	N77°32'05"E	51.04'
C41	46.77'	524.00'	N82°52'59"E	46.75'
C42	7.77'	376.00'	N84°35'42"E	7.77'
C43	64.67'	376.00'	S79°19'42"W	64.59'
C44	63.18'	376.00'	S89°35'14"W	63.11'
C45	69.36'	376.00'	S59°29'21"W	69.26'
C46	29.23'	376.00'	N51°58'39"E	29.23'
C47	234.21'	376.00'	N67°35'42"E	230.44'
C48	56.54'	224.00'	S71°35'42"W	56.39'
C49	47.78'	224.00'	S70°28'31"W	47.69'
C50	8.75'	224.00'	S77°42'21"W	8.75'
C51	192.75'	524.00'	S74°54'08"W	191.66'
C52	26.03'	174.00'	N54°02'06"E	26.00'
C53	18.35'	174.00'	N61°20'34"E	18.34'
C54	44.38'	174.00'	S57°03'26"W	44.26'
C62	19.33'	10.00'	S29°43'57"W	16.46'
C63	354.16'	376.01'	S52°46'00"E	341.21'
C64	178.77'	424.00'	S37°42'50"E	177.44'

CURVE	LENGTH	RADIUS	BEARING	CHORD
C65	13.50'	10.00'	N64°18'55"W	12.50'
C66	94.03'	476.00'	S71°20'44"W	93.88'
C67	13.97'	142.00'	N22°49'04"W	13.96'
C68	15.54'	156.00'	N22°49'04"W	15.53'
C69	86.84'	476.00'	N70°54'46"E	86.72'
C70	7.19'	476.00'	N78°34'19"E	7.19'
C74	10.48'	10.00'	N19°46'16"W	10.01'
C75	0.50'	258.00'	S19°56'42"E	0.50'
C76	41.00'	257.99'	S19°20'16"E	40.95'
C77	40.98'	258.40'	S61°40'7"E	40.94'
C78	40.95'	257.28'	S29°14'4"W	40.91'
C79	8.30'	258.00'	S81°50'0"W	8.30'
C80	131.72'	258.00'	N52°22'27"W	130.29'
C81	123.55'	242.00'	N52°22'27"W	122.21'
C82	75.39'	242.00'	N10°58'58"W	75.08'
C82A	0.53'	242.00'	N19°56'12"W	0.53'
C83	47.63'	242.00'	N33°36'48"E	47.55'
C85	80.02'	424.00'	S65°07'00"E	79.90'
C87	21.99'	14.00'	N34°45'00"W	19.80'
C88	21.99'	14.00'	N55°15'00"E	19.80'
C89	7.85'	5.00'	N34°45'00"W	7.07'
C90	7.85'	5.00'	N55°15'00"E	7.07'
C91	7.85'	5.00'	S55°15'00"W	7.07'
C92	7.85'	5.00'	S34°45'00"E	7.07'
C93	19.21'	10.00'	S65°16'12"W	16.39'
C94	21.99'	14.00'	S34°45'00"E	19.80'
C97	15.75'	10.00'	N70°30'33"W	14.17'
C98	27.99'	174.00'	S29°59'29"E	27.96'
C99	19.71'	126.00'	S30°07'04"E	19.69'
C100	15.71'	10.00'	S19°21'52"W	14.14'
C101	44.42'	176.00'	S71°35'42"W	44.30'
C102	11.62'	10.00'	N67°53'14"W	10.98'
C103	12.97'	1024.00'	S34°57'46"E	12.97'
C104	50.28'	1024.00'	S36°43'55"E	50.25'
C105	2.60'	1024.00'	S38°12'38"E	2.60'
C106	65.83'	1024.00'	S36°28'30"E	65.82'

DESIGN : D.J.W.
 DRAWN : H.A.W.
 CHECKED : R.A.C.
 DATE : 08-18-2017

PLANNING & ENGINEERING & SURVEYING
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SEE SHEET 10

SEE SHEET 6

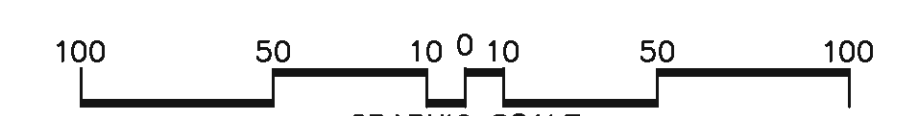
SEE SHEET 5

SEE SHEET 5

SEE SHEET 10

NOTES:
 LISTING OF ALL "STREETS" AND "ALLEYS" ON SHEET 2.

- ASSOCIATION MAINTAINED PEDESTRIAN FACILITY (SIDEWALK)
 - ASSOCIATION MAINTAINED PEDESTRIAN FACILITY (TRAIL)



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PLATS AND PLANS
WALDEN, A PLANNED COMMUNITY
 SILVER SPRING TOWNSHIP, CUMBERLAND COUNTY, PENNSYLVANIA

PROJECT NO.
240108

SURVEY BOOK :
S:\2007\270817\270817\270817.dwg

SCALE : 1" = 50'

DWG : P:\DWG\270817\270817\270817.dwg
 FILE : P:\DWG\270817\270817\270817.dwg

SHEET **11**

DESIGN :	D.J.W.
DRAWN :	H.A.W.
CHECKED :	R.A.C.
DATE :	08-18-2017

TIE POINT TABLE		
TIE PT. #	NORTHING	EASTING
1	2342.68	3869.67
2	2577.82	4043.60
3	2406.03	3972.08
4	2473.22	4021.79
5	2357.16	3974.91
6	2460.61	4051.43
7	2327.42	4015.11
8	2430.88	4091.63
9	2298.30	4017.20
10	2341.12	3959.32
11	2323.29	3911.25
12	2390.23	3960.27
13	2507.02	4047.16
14	2574.07	4096.76
15	2484.73	4069.27
16	2569.15	4131.72
17	2455.00	4109.47
18	2542.57	4174.25
19	2613.87	4076.37
20	2593.75	4110.46
21	2569.88	4164.49
22	2646.93	4221.49
23	2558.71	4186.19
24	2642.32	4248.03
25	2665.84	3942.14
26	2714.42	3971.31
27	2380.52	3821.78
28	2447.78	3871.12
29	2464.23	3883.29
30	2531.10	3933.16
31	2622.80	3910.30
32	2654.22	3933.54
33	2746.99	4215.38
34	2700.53	4313.79
35	2681.26	4116.18
36	2762.67	4151.33

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FLATS AND PLANS
 VOISINAGE I

WALDEN, A PLANNED COMMUNITY

SILVER SPRING TOWNSHIP, CUMBERLAND COUNTY, PENNSYLVANIA

PROJECT NO.
240108

SURVEY BOOK :
2400010807

SCALE : 1" = 30'

DWG FILE : 2400010807.dwg

SHEET **12**

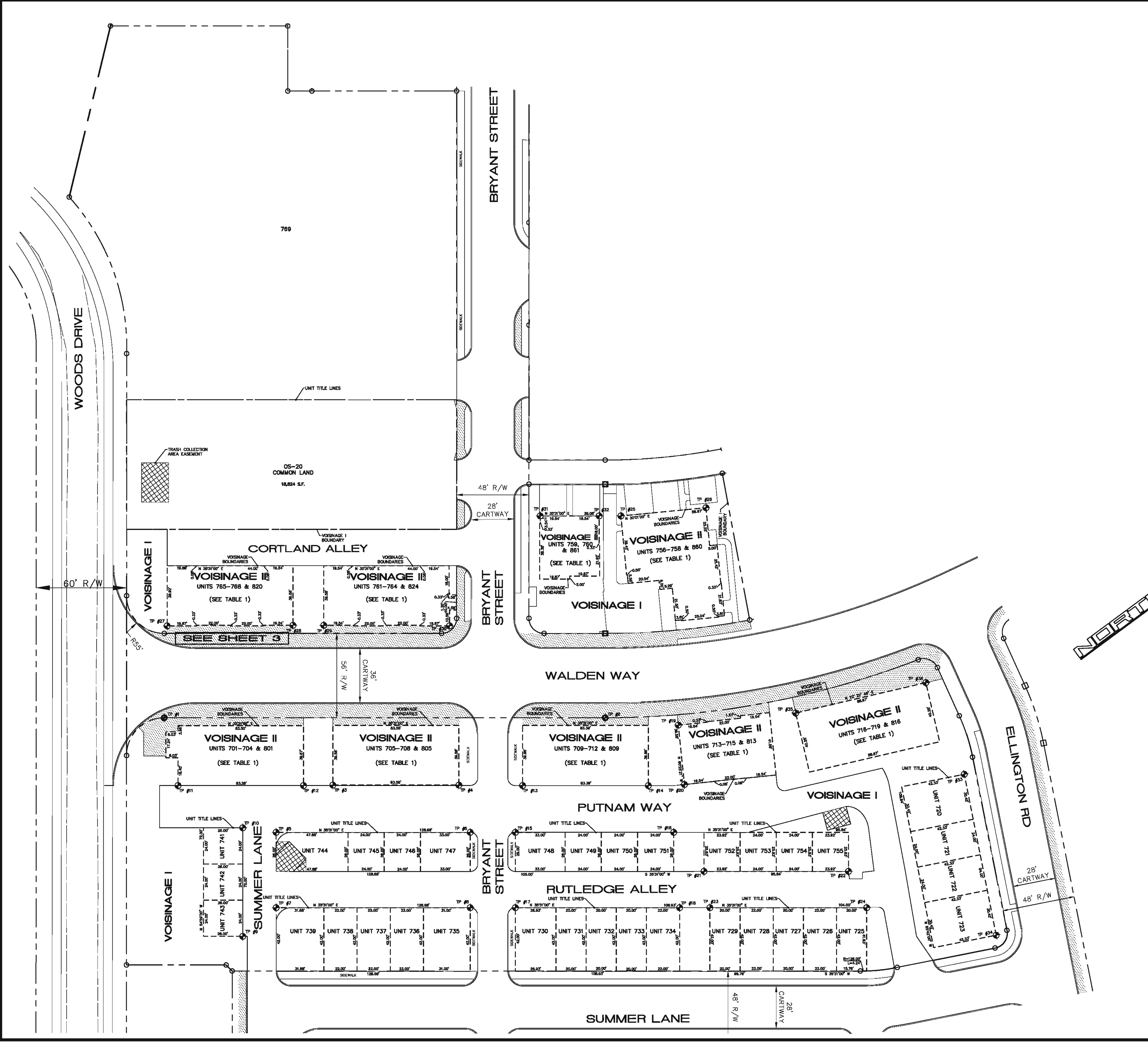
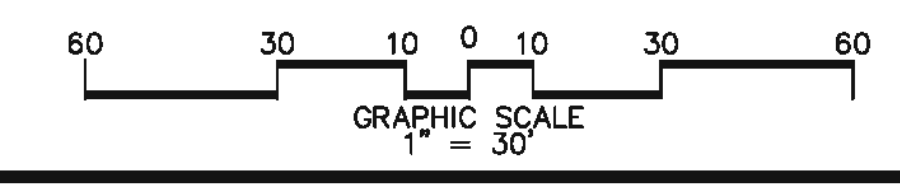


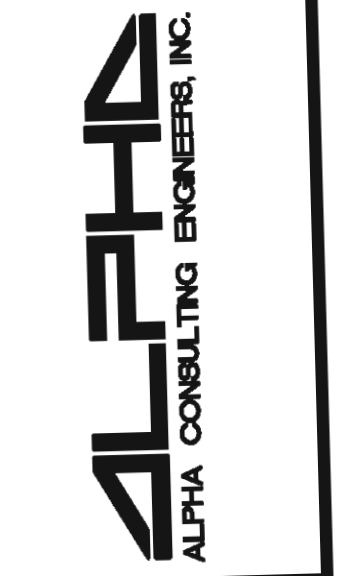
TABLE 1 Recording information		
Units	Sheets	Recorded
701-704 & 801	P6-P10	as part of Instrument Number 201207757
705-708 & 805	P1-P5	as part of Instrument Number 201207757
709-712 & 809	P11-P15	as part of Instrument Number 201207757
713-715 & 813	P16-P19	as part of Instrument Number 201235584
716-719 & 816	P37-P41	as part of Instrument Number 201330361
756-758 & 860	P20-P23	as part of Instrument Number 201235584
759, 760 & 801	P24-P26	as part of Instrument Number 201308161
761-764 & 824	P27-P31	as part of Instrument Number 201308161
765-768 & 820	P32-P36	as part of Instrument Number 201308161

- NOTES:
- LISTING OF ALL "STREETS" AND "ALLEYS" ON SHEET 2.
- ASSOCIATION MAINTAINED PEDESTRIAN FACILITY (SIDEWALK)
 - ASSOCIATION MAINTAINED PEDESTRIAN FACILITY (TRAIL)
 - TRASH COLLECTION AREA EASEMENT



DESIGN : D.J.W.
 DRAWN : H.A.W.
 CHECKED : R.A.C.
 DATE : 08-18-2017

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WALDEN, A PLANNED COMMUNITY
 SILVER SPRING TOWNSHIP, CUMBERLAND COUNTY, PENNSYLVANIA

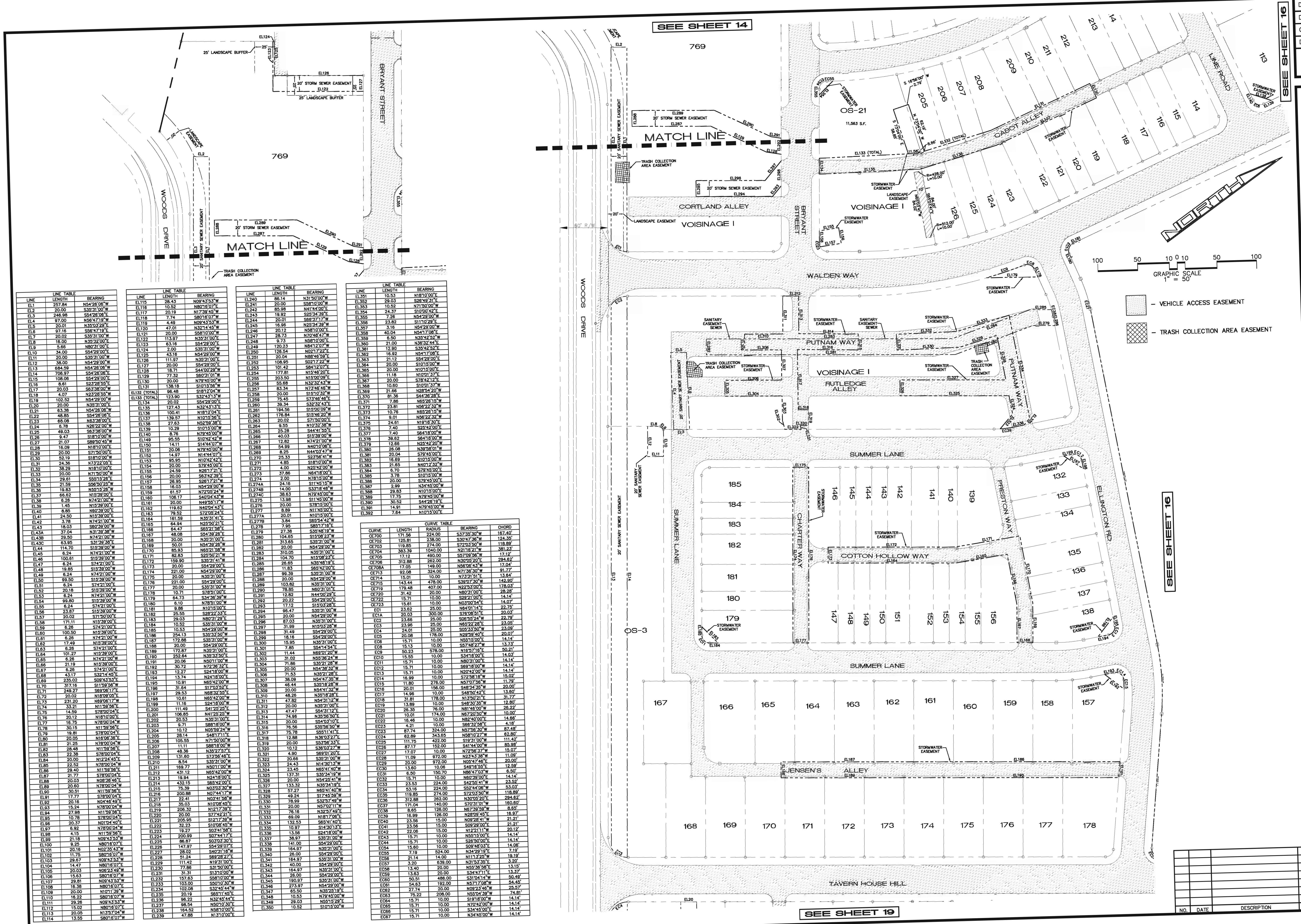
PROJECT NO.
240108

SURVEY BOOK :
2 (2007-2017) & 3 (2017-Present)

SCALE : 1" = 50'

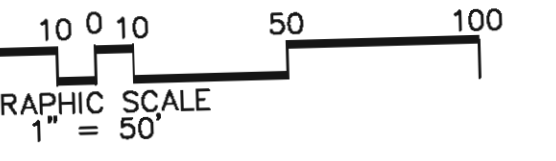
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 FILE : [Blank]

SHEET 13



SEE SHEET 14

SEE SHEET 16



VEHICLE ACCESS EASEMENT
 TRASH COLLECTION AREA EASEMENT

LINE	LENGTH	BEARING
EL1	257.84	N54°28'06"W
EL2	20.00	S30°31'00"W
EL3	246.98	S54°28'06"W
EL4	97.00	N68°17'19"W
EL5	20.01	N33°03'29"E
EL6	97.16	S56°47'19"E
EL7	20.02	S30°31'00"W
EL8	16.00	N30°32'00"E
EL9	5.66	N80°31'00"E
EL10	34.00	S54°29'00"E
EL11	20.00	S30°31'00"W
EL12	38.00	N54°29'00"W
EL13	684.59	N54°28'06"W
EL14	706.97	S54°28'06"E
EL15	106.06	S54°29'00"E
EL16	8.61	S23°28'55"E
EL17	20.03	S83°38'00"W
EL18	4.07	N22°28'55"W
EL19	102.52	N54°29'00"W
EL20	20.00	N30°31'00"W
EL21	48.03	S83°38'00"W
EL22	48.85	S54°28'06"E
EL23	68.08	N63°38'00"E
EL24	6.78	N26°22'00"E
EL25	49.03	S83°38'00"W
EL26	9.47	S18°10'00"E
EL27	21.07	S89°50'45"W
EL28	16.08	N18°10'00"E
EL29	20.00	S71°50'00"E
EL30	52.19	S18°10'00"W
EL31	24.36	N72°28'00"E
EL32	39.29	N18°10'00"E
EL33	20.00	N71°50'00"W
EL34	29.61	S65°12'28"E
EL35	21.58	S86°29'29"W
EL36	19.83	N55°19'28"W
EL37	66.62	N15°39'00"E
EL38	6.28	N74°21'00"W
EL39	1.45	N15°39'00"E
EL40	8.85	N60°39'00"E
EL41	24.50	N15°39'00"E
EL42	43.78	N74°21'00"W
EL43	16.03	S80°39'00"W
EL43A	37.04	N31°39'36"W
EL43B	29.50	N74°21'00"W
EL43C	43.83	S31°39'36"E
EL44	114.70	N15°39'00"E
EL45	6.24	N74°21'00"W
EL46	100.61	S15°39'00"E
EL47	6.24	S74°21'00"E
EL48	18.85	S15°39'00"W
EL49	6.24	N74°21'00"W
EL50	99.50	S15°39'00"E
EL51	6.24	S74°21'00"E
EL52	20.18	S15°39'00"W
EL53	6.24	N74°21'00"W
EL54	99.80	S15°39'00"E
EL55	6.24	S74°21'00"E
EL56	3.28	N74°21'00"W
EL57	20.02	N15°39'00"E
EL58	171.11	N15°39'00"E
EL59	6.28	S74°21'00"E
EL60	100.50	N15°39'00"E
EL61	6.28	N74°21'00"W
EL62	17.49	N15°39'00"E
EL63	6.28	S74°21'00"E
EL64	101.27	N15°39'00"E
EL65	6.28	N74°21'00"W
EL66	21.19	N15°39'00"E
EL67	6.28	S74°21'00"E
EL68	43.17	S32°14'40"E
EL69	235.02	S09°43'53"E
EL70	317.16	S11°59'56"E
EL71	249.27	S69°06'17"E
EL72	20.02	N18°09'05"E
EL73	231.20	N89°06'17"W
EL74	33.74	N11°59'56"E
EL75	14.59	S78°00'04"E
EL76	20.12	N18°10'00"E
EL77	18.78	S78°00'04"E
EL78	30.15	N11°59'56"E
EL79	18.81	S78°00'04"E
EL80	20.05	N18°06'36"E
EL81	21.25	N78°00'04"E
EL82	28.48	N11°59'56"E
EL83	22.38	S78°00'04"E
EL84	20.00	N12°44'40"E
EL85	22.52	N78°00'04"W
EL86	28.40	N11°59'56"E
EL87	21.77	S78°00'04"E
EL88	20.03	N89°38'48"E
EL89	20.60	N78°00'04"W
EL90	30.31	N11°59'56"E
EL91	17.77	S78°00'04"E
EL92	20.18	N04°48'49"E
EL93	15.24	N78°00'04"W
EL94	27.98	N11°59'56"E
EL95	10.78	S78°00'04"E
EL96	20.37	N01°04'40"E
EL97	6.92	N78°00'04"W
EL98	4.15	N11°59'56"E
EL99	21.18	N09°43'53"W
EL100	8.25	N87°16'07"E
EL101	20.16	N09°43'53"W
EL102	11.75	S80°18'07"E
EL103	28.67	N09°43'53"W
EL104	14.47	N80°18'07"E
EL105	20.03	N09°43'53"W
EL106	15.63	S80°18'07"E
EL107	29.81	N09°43'53"W
EL108	16.38	N80°18'07"E
EL109	20.00	N10°11'39"W
EL110	16.22	S80°18'07"W
EL111	29.28	N09°43'53"W
EL112	15.02	N80°18'07"E
EL113	20.05	N13°57'04"W
EL114	13.55	S80°18'07"E

LINE	LENGTH	BEARING
EL115	28.43	N09°43'53"W
EL116	10.52	N80°18'07"E
EL117	20.19	N17°48'45"W
EL118	7.74	S80°18'07"W
EL119	4.48	N09°43'53"W
EL120	47.03	N09°43'53"W
EL121	20.00	S80°18'07"E
EL122	113.97	N30°31'00"E
EL123	63.16	S54°29'00"E
EL124	20.00	S30°31'00"W
EL125	43.16	N54°29'00"W
EL126	111.87	N30°31'00"E
EL127	20.00	S54°29'00"E
EL128	18.71	S44°00'29"W
EL129	77.32	S80°31'00"W
EL130	20.00	N79°45'00"W
EL131	138.18	S10°15'56"W
EL132 (TOTAL)	96.48	S18°12'04"W
EL133 (TOTAL)	123.90	S32°45'13"E
EL134	20.02	S54°29'00"E
EL135	127.43	N32°43'13"E
EL136	100.41	N18°12'04"E
EL137	138.57	N10°15'00"E
EL138	27.83	N52°59'38"E
EL139	10.29	S10°15'00"W
EL140	8.78	N79°45'00"W
EL141	95.55	S19°42'42"E
EL150	14.11	S14°44'07"W
EL151	20.06	N79°45'00"W
EL152	14.87	N14°44'07"E
EL153	85.95	N10°42'42"E
EL154	20.00	S78°45'00"E
EL155	24.59	N60°17'21"E
EL156	20.00	S84°29'30"E
EL157	28.95	S28°17'21"W
EL158	16.03	N54°29'00"W
EL159	61.57	N72°25'24"W
EL160	106.17	S40°04'43"W
EL161	20.00	N49°35'17"W
EL162	118.82	N40°04'43"E
EL163	78.52	S72°09'24"E
EL164	181.58	N30°31'41"E
EL165	64.94	N25°50'21"E
EL166	64.47	S85°29'18"E
EL167	48.08	S54°39'28"E
EL168	20.00	N30°31'00"E
EL169	50.01	N54°29'00"W
EL170	85.83	N82°13'58"W
EL171	62.83	S28°50'21"W
EL172	158.90	S60°31'41"W
EL173	20.00	S54°29'00"E
EL174	221.00	N54°29'00"W
EL175	20.00	N30°31'00"E
EL176	221.00	S54°29'00"E
EL177	20.00	S30°31'00"W
EL178	10.71	S78°31'00"E
EL179	64.73	S34°36'39"W
EL180	8.10	N78°31'00"W
EL181	9.86	N10°15'00"E
EL182	25.55	S28°23'33"E
EL183	28.03	N80°21'20"E
EL184	10.52	S30°31'00"W
EL185	10.53	N54°29'00"W
EL186	254.13	S35°43'50"W
EL187	172.88	S30°31'00"E
EL188	20.00	S54°29'00"E
EL189	172.87	N35°31'00"E
EL190	252.64	N35°31'00"E
EL191	20.06	N50°11'00"W
EL192	30.72	N72°36'32"E
EL193	12.27	S24°18'00"W
EL194	15.74	N24°18'00"E
EL195	10.91	N65°42'00"W
EL196	31.64	S17°03'52"E
EL197	172.88	N30°31'00"E
EL198	10.81	N65°42'00"W
EL199	11.16	S24°18'00"W
EL200	111.49	S41°29'25"E
EL201	108.85	N41°00'45"E
EL202	20.03	N38°31'00"E
EL203	9.71	S88°18'00"W
EL204	10.12	N58°59'24"W
EL205	28.14	S48°17'11"E
EL206	105.55	N71°50'00"W
EL207	11.11	S88°18'00"W
EL208	48.36	N30°31'00"E
EL209	131.60	S72°58'46"E
EL210	8.54	S35°31'00"W
EL211	189.77	N50°11'00"E
EL212	43.12	N69°42'00"W
EL213	19.84	N24°18'00"E
EL214	432.15	S63°42'00"E
EL215	79.39	N03°03'30"E
EL216	200.88	N07°44'17"W
EL217	22.41	N00°41'58"W
EL218	35.03	N10°00'45"E
EL219	206.32	N12°17'39"E
EL220	20.00	S77°42'21"E
EL221	205.99	S12°17'38"E
EL222	32.23	N10°00'45"E
EL223	19.27	S03°41'58"E
EL224	200.99	S07°44'17"E
EL225	86.63	S03°03'30"E
EL226	147.97	S54°29'07"E
EL227	28.02	S40°31'18"W
EL228	51.24	S88°26'27"E
EL229	11.42	N19°10'42"E
EL230	77.86	S31°50'00"E
EL231	31.31	S13°10'00"W
EL232	157.63	S88°18'00"W
EL233	103.00	S80°10'30"W
EL234	102.08	S32°45'44"W
EL235	20.19	N32°45'44"E
EL236	98.22	N80°18'07"E
EL237	98.54	N50°10'30"E
EL238	184.52	N88°10'00"E
EL239	47.88	N13°10'00"E

LINE	LENGTH	BEARING
EL240	86.14	N31°50'00"W
EL241	20.00	S88°10'00"W
EL242	85.98	N41°44'00"E
EL243	16.92	S25°34'39"E
EL244	20.01	S88°17'17"W
EL245	16.96	N28°34'39"E
EL246	20.12	N58°10'00"E
EL247	28.73	N70°48'47"W
EL248	9.73	N58°10'00"E
EL249	120.23	N84°12'07"W
EL250	126.54	N20°12'22"E
EL251	20.04	N88°45'59"E
EL252	108.95	S02°17'22"W
EL253	101.42	S84°12'07"E
EL254	177.81	N15°46'20"E
EL255	203.50	N15°00'09"E
EL256	55.68	N32°32'43"W
EL257	83.34	N73°48'48"W
EL258	75.45	S15°00'32"W
EL259	75.45	S73°48'48"E
EL260	39.34	S32°32'43"E
EL261	194.56	S15°00'09"W
EL262	176.84	S15°48'20"W
EL263	20.02	S71°50'00"E
EL264	3.55	N10°32'38"W
EL265	25.28	S44°41'53"E
EL266	40.03	S15°39'00"W
EL267	12.82	N74°21'00"W
EL268	34.59	N44°07'00"E
EL269	8.25	N44°03'47"W
EL270	25.33	S23°29'41"W
EL271	4.82	N18°10'00"W
EL272	4.00	N26°42'00"W
EL273	37.86	N84°18'00"E
EL274	2.00	N78°15'00"W
EL274A	24.16	N11°41'15"W
EL274B	14.00	S33°18'48"W
EL274C	38.63	N78°45'00"W
EL275	15.88	N11°45'00"W
EL276	20.00	S78°15'00"E
EL277	8.89	N11°45'00"W
EL277A	20.01	N10°15'00"E
EL277B	3.84	S85°54'42"W
EL278	7.95	S85°17'18"E
EL279	27.38	S30°48'19"W
EL280	104.65	S15°00'32"W
EL281	313.65	S35°31'00"W
EL282	20.00	N54°29'00"W
EL283	310.05	N35°31'00"E
EL284	104.70	N30°31'00"E
EL285	26.65	N30°48'19"E
EL286	11.83	S84°42'00"E
EL287	99.39	N30°31'00"E
EL288	20.00	N54°29'00"W
EL289	103.82	N30°31'00"E
EL290	78.85	N80°31'00"E
EL291	12.82	N44°00'29"E
EL292	20.22	S54°29'00"E
EL293	17.12	S10°33'28"E
EL294	98.47	S35°31'00"E
EL295	20.00	N54°29'00"W
EL296	87.03	N30°31'00

DESIGN : D.J.W.
 DRAWN : H.A.W.
 CHECKED : R.A.C.
 DATE : 08-18-2017

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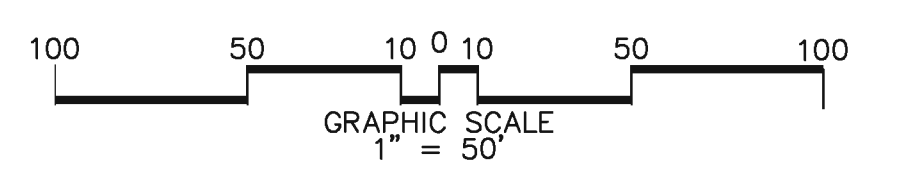
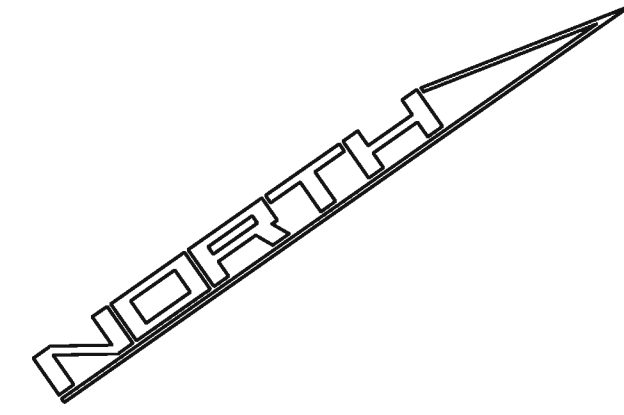
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SEAL

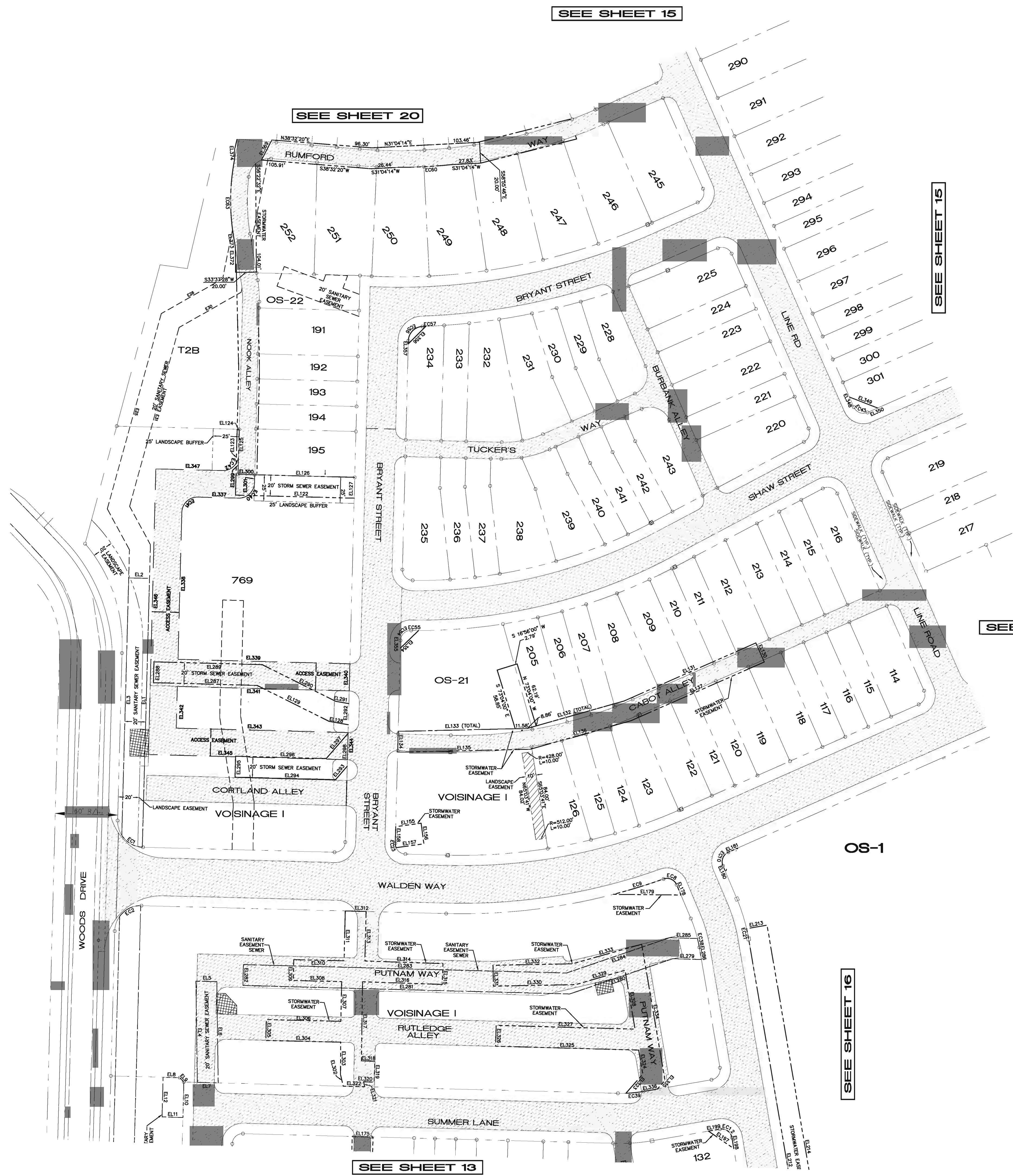
SEAL

FLATS AND PLANS EASEMENTS
WALDEN, A PLANNED COMMUNITY
 SILVER SPRING TOWNSHIP, CUMBERLAND COUNTY, PENNSYLVANIA

PROJECT NO.
240108
 SURVEY BOOK :
 SCALE : 1" = 50'
 DWG FILE :
 SHEET **14**



- VEHICLE ACCESS EASEMENT
- TRASH COLLECTION AREA EASEMENT



SEE SHEET 15

SEE SHEET 20

SEE SHEET 15

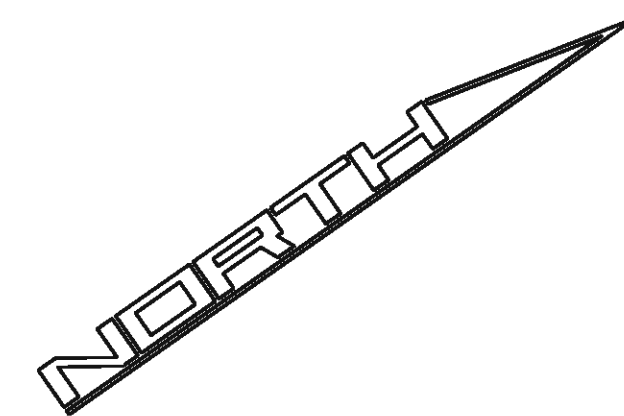
SEE SHEET 15

SEE SHEET 16

SEE SHEET 13

NO.	DATE	DESCRIPTION	BY

DESIGN :	D.J.W.		
DRAWN :	H.A.W.		
CHECKED :	R.A.C.		
DATE :	08-18-2017		
NO.	DATE	DESCRIPTION	BY



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PLATS AND PLANS
 EASEMENTS

WALDEN, A PLANNED COMMUNITY

SILVER SPRING TOWNSHIP, CUMBERLAND COUNTY, PENNSYLVANIA

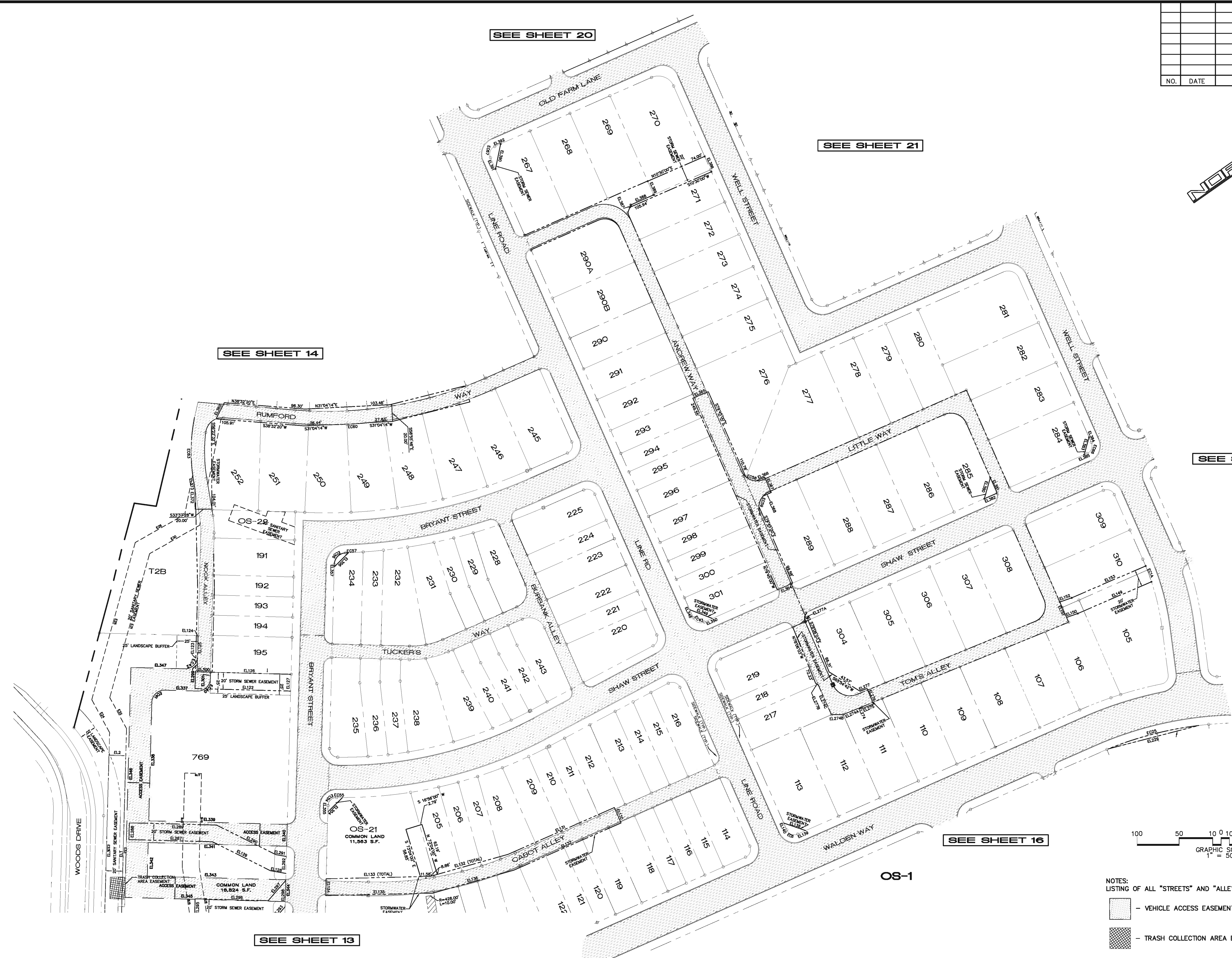
PROJECT NO.
240108

SURVEY BOOK :
240108

SCALE : 1" = 50'

DWG FILE : 240108.dwg

SHEET **15**



SEE SHEET 20

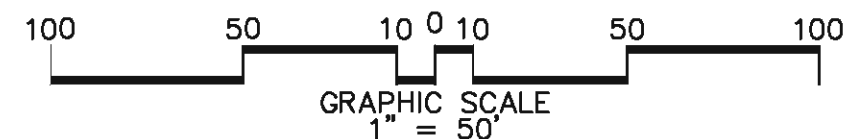
SEE SHEET 21

SEE SHEET 14

SEE SHEET 21

SEE SHEET 16

SEE SHEET 13



NOTES:
LISTING OF ALL "STREETS" AND "ALLEYS" ON SHEET 2.

- VEHICLE ACCESS EASEMENT
- TRASH COLLECTION AREA EASEMENT

DESIGN :	D.J.W.		
DRAWN :	H.A.W.		
CHECKED :	R.A.C.		
DATE :	08-18-2017		
NO.	DATE	DESCRIPTION	BY

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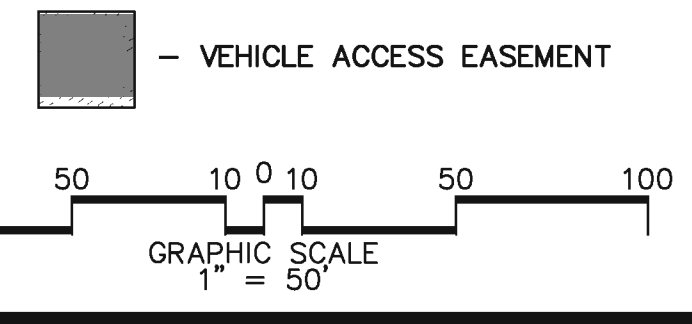
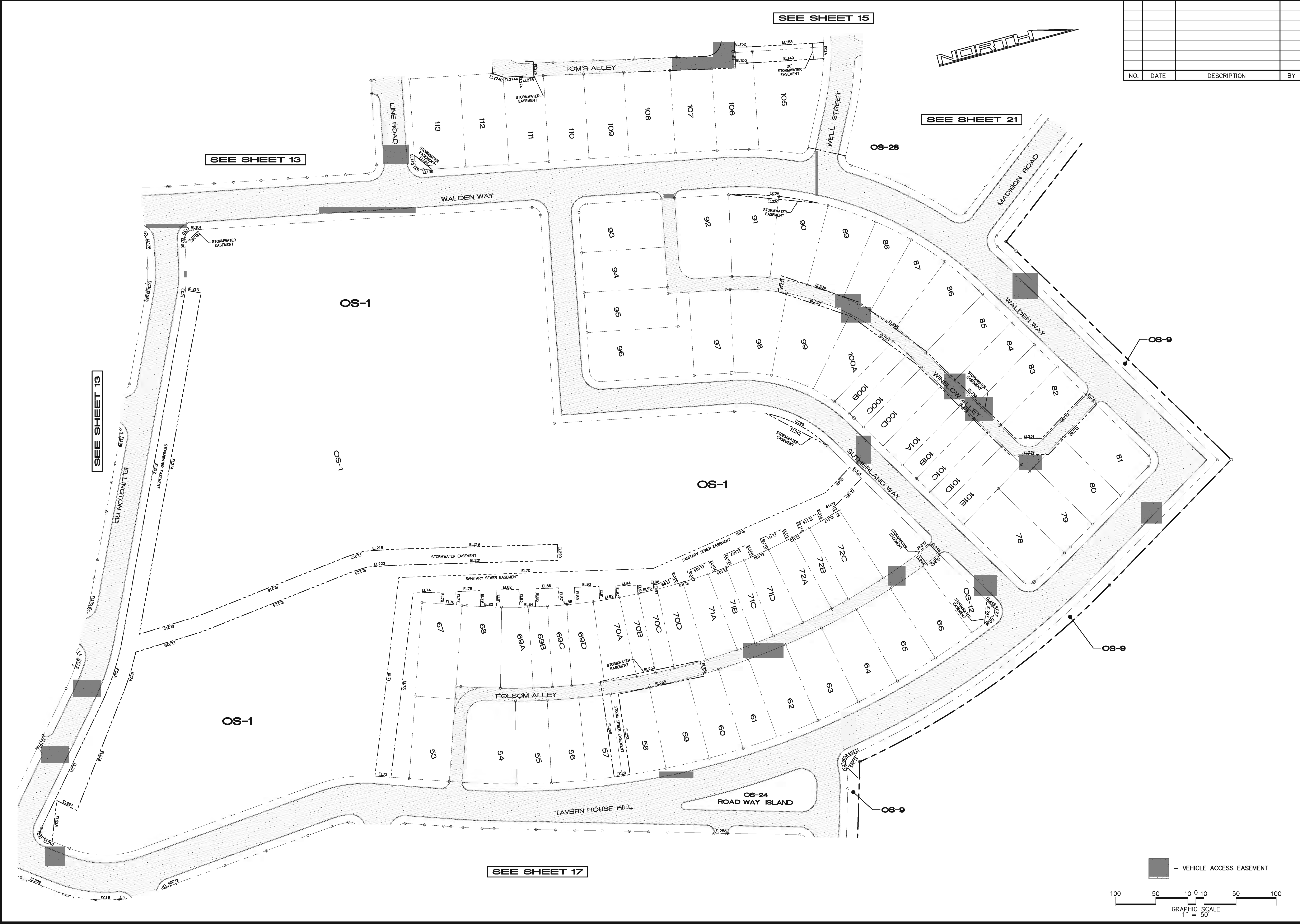
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PLATS AND PLANS
 EASEMENTS
WALDEN, A PLANNED COMMUNITY
 SILVER SPRING TOWNSHIP, CUMBERLAND COUNTY, PENNSYLVANIA

PROJECT NO.	240108
SURVEY BOOK :	
SCALE :	1" = 50'
DWG FILE :	
SHEET	16



DESIGN :	D.J.W.		
DRAWN :	H.A.W.		
CHECKED :	R.A.C.		
DATE :	08-18-2017		
NO.	DATE	DESCRIPTION	BY

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 NEW CUMBERLAND, PA 17070
 717-770-2400
 FAX: 717-770-2400
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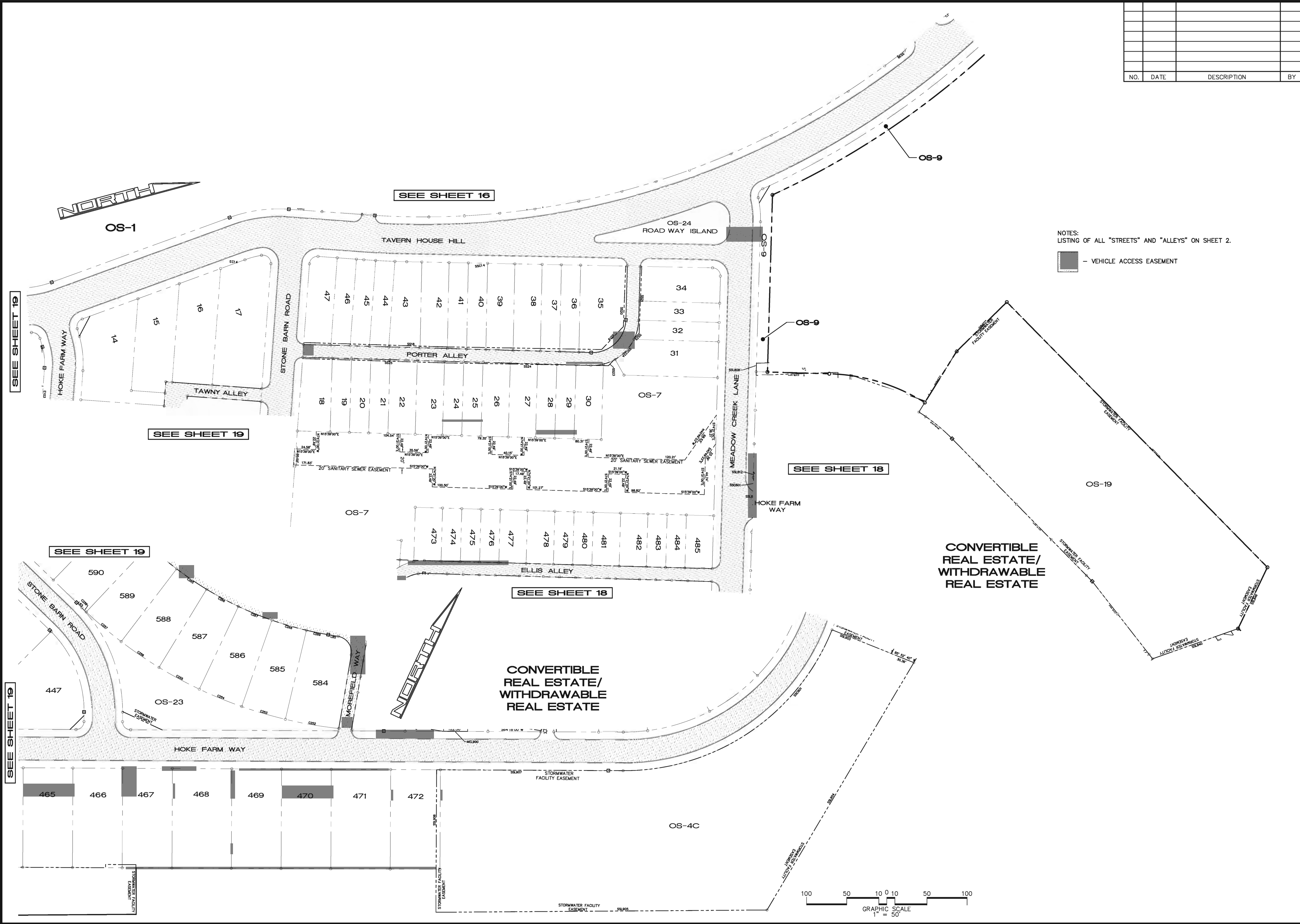
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PLATS AND PLANS
WALDEN, A PLANNED COMMUNITY
 SILVER SPRING TOWNSHIP, CUMBERLAND COUNTY, PENNSYLVANIA

PROJECT NO.	240108
SURVEY BOOK :	2 \ 2007 \ 270517.dwg \ 270517.plt
SCALE :	1" = 50'
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FILE :	Plot Drawing (Page # 9 Plot) - 17.dwg \ 240108.plt
SHEET	17

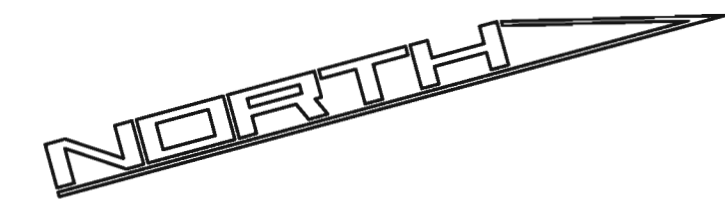


NOTES:
 LISTING OF ALL "STREETS" AND "ALLEYS" ON SHEET 2.
 [Grey Box] - VEHICLE ACCESS EASEMENT

LINE	LENGTH	BEARING
SSL800	110.16'	N11°58'57"E
SSL801	115.34'	N33°22'25"E
SSL802	15.37'	S44°03'52"E
SSL803	99.96'	N33°22'25"E
SSL804	47.65'	N76°12'46"W
SSL805	15.01'	N15°39'00"E
SSL806	50.05'	N76°12'46"W
SSL807	101.96'	N11°58'57"E
SSL808	15.03'	S74°21'00"E
SSL810	22.07'	N66°32'18"E
SSL811	3.93'	S15°39'52"W
SSL812	7.13'	N74°21'00"W
SSL824	4.02'	N74°21'00"W
SSL825	17.78'	N67°42'01"E
SSL826	0.93'	S15°39'00"W
SSL827	1.69'	S15°39'00"W
SSL828	16.19'	N27°51'38"W
SSL829	1.59'	S71°50'00"E
SSL830	4.11'	N71°50'00"W
SSL831	21.21'	N51°42'33"E
SSL832	4.10'	S4°50'00"E
SSL840	112.97'	S5°24'20"E
SSL841	122.38'	S66°06'01"W
SSL842	249.23'	S59°32'00"W
SSL843	89.14'	N44°03'52"W
SSL844	87.61'	N30°28'00"W
SSL845	463.40'	N59°32'00"E
SSL846	84.70'	S50°24'20"E
MEL138	66.89'	S28°05'30"E

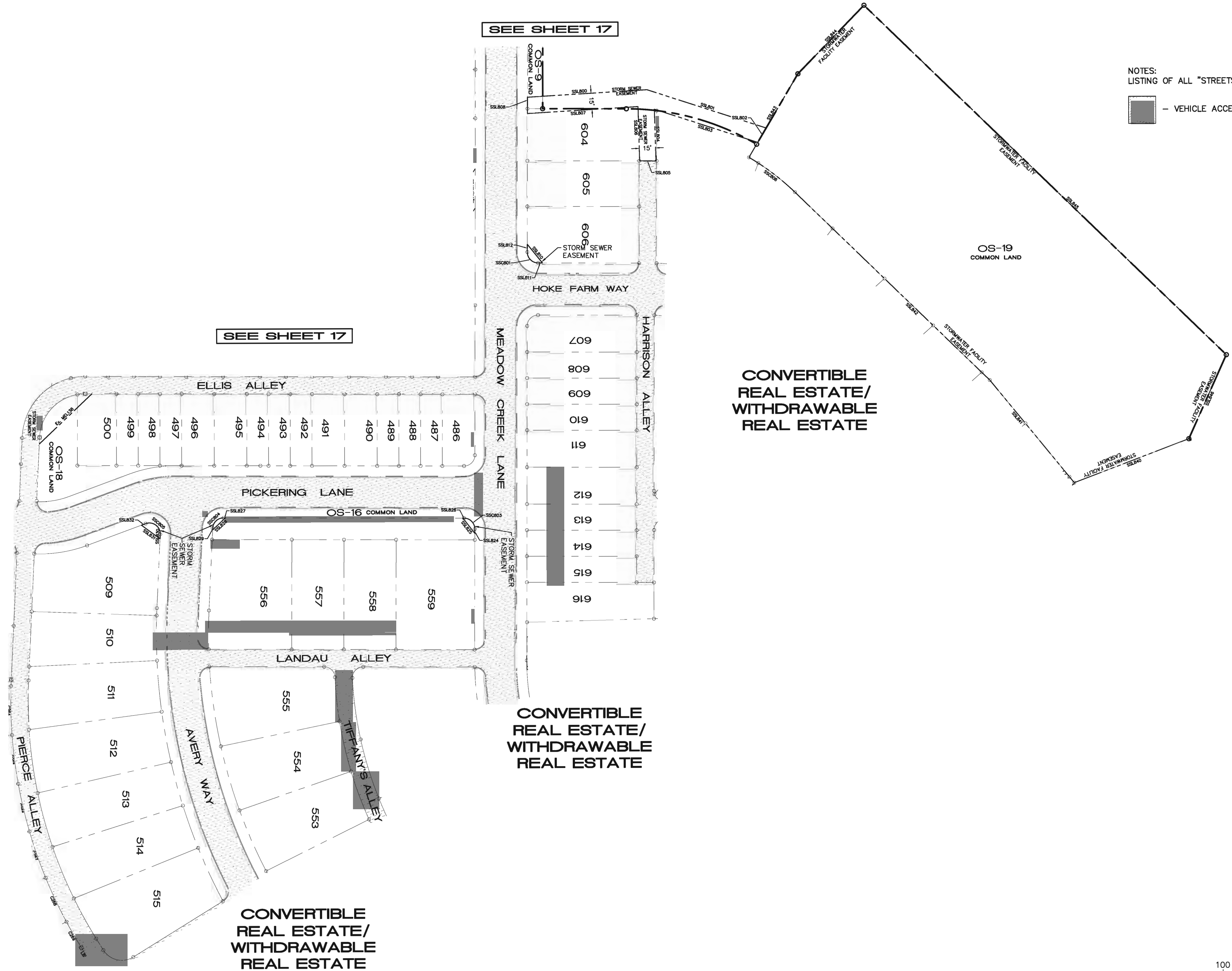
CURVE	LENGTH	RADIUS	BEARING	CHORD
SSC801	15.71'	10.00'	N60°39'00"E	14.14'
SSC803	15.71'	10.00'	S60°39'00"W	14.14'
SSC804	15.27'	10.00'	S28°05'30"E	13.83'
SSC805	19.72'	10.00'	S51°40'00"W	16.68'
SSC806	53.16'	224.00'	S52°44'07"W	53.03'

DESIGN :	D.J.W.		
DRAWN :	H.A.W.		
CHECKED :	R.A.C.		
DATE :	08-18-2017		
NO.	DATE	DESCRIPTION	BY



NOTES:
LISTING OF ALL "STREETS" AND "ALLEYS" ON SHEET 2.

■ - VEHICLE ACCESS EASEMENT



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WALDEN, A PLANNED COMMUNITY

SILVER SPRING TOWNSHIP, CUMBERLAND COUNTY, PENNSYLVANIA

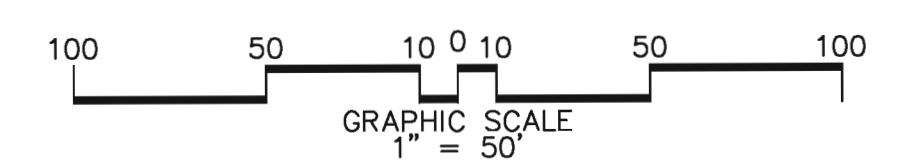
PROJECT NO.
240108

SURVEY BOOK :
2: 120071270517 and 1270517new1field

SCALE : 1" = 50'

DWG FILE : 15: 154340108.dwg (12/20/17 10:51 AM)
PLOT FILE : 15: 154340108.dwg (12/20/17 10:51 AM)

SHEET **18**



SEE SHEET 17

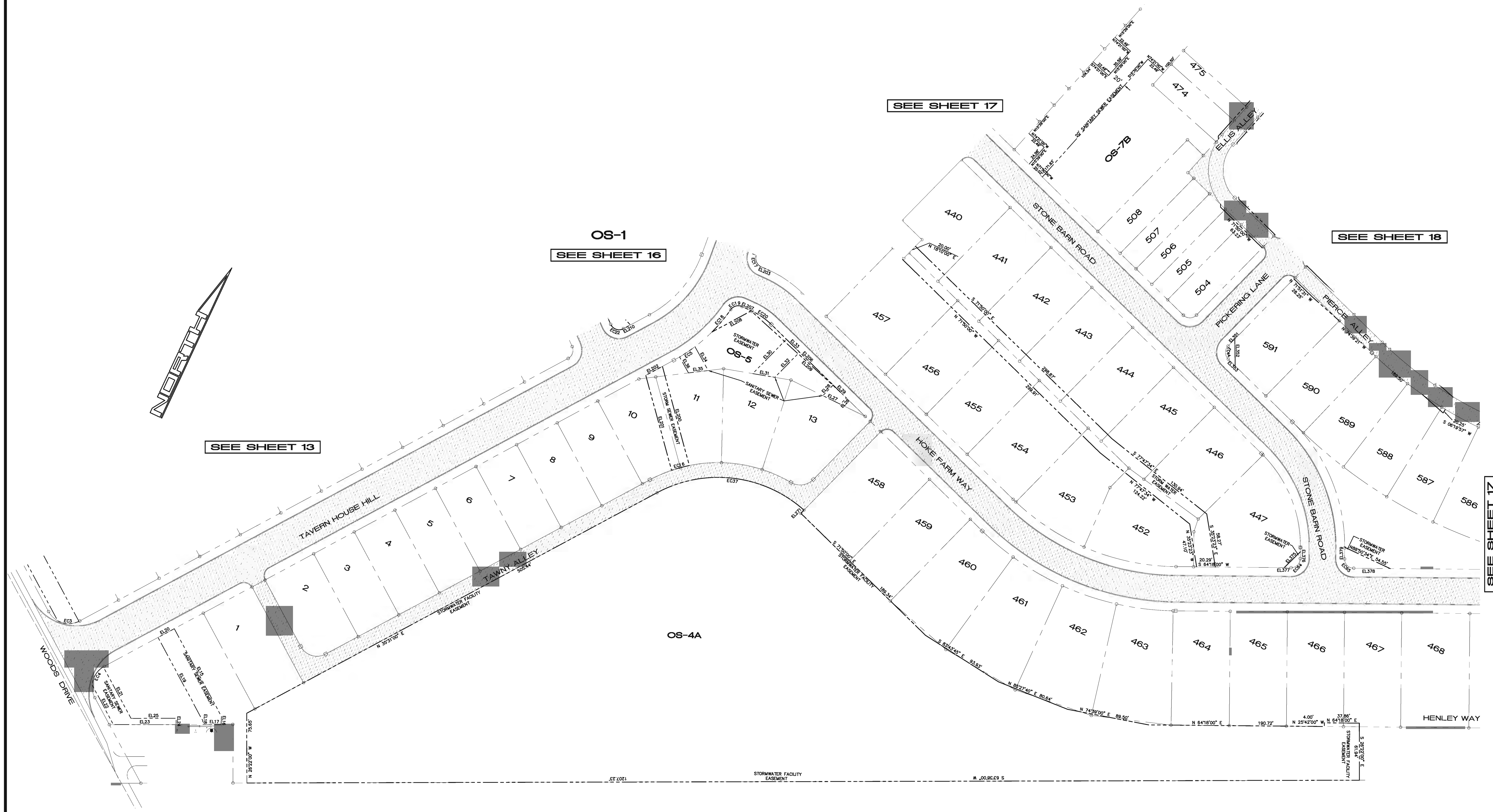
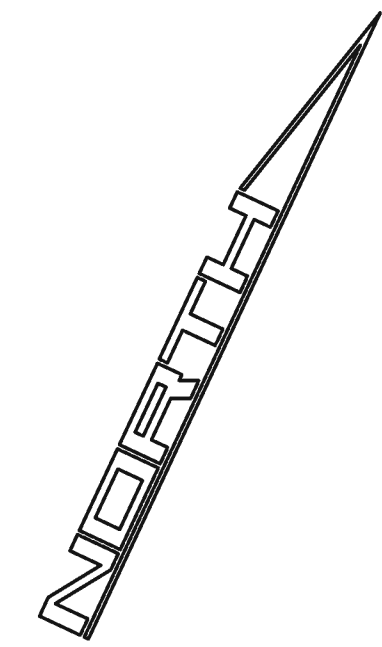
SEE SHEET 17

SEE SHEET 17

DESIGN :	D.J.W.		
DRAWN :	H.A.W.		
CHECKED :	R.A.C.		
DATE :	08-18-2017		
NO.	DATE	DESCRIPTION	BY

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SEE SHEET 17

SEE SHEET 18

SEE SHEET 16

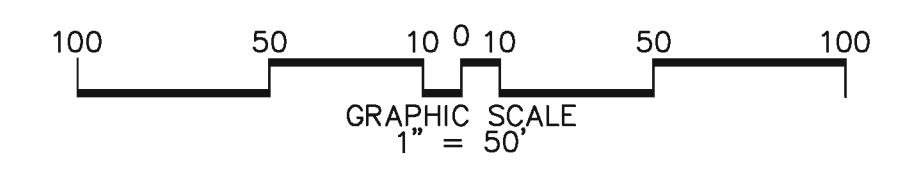
SEE SHEET 13

FLATS AND PLANS
 EASEMENTS

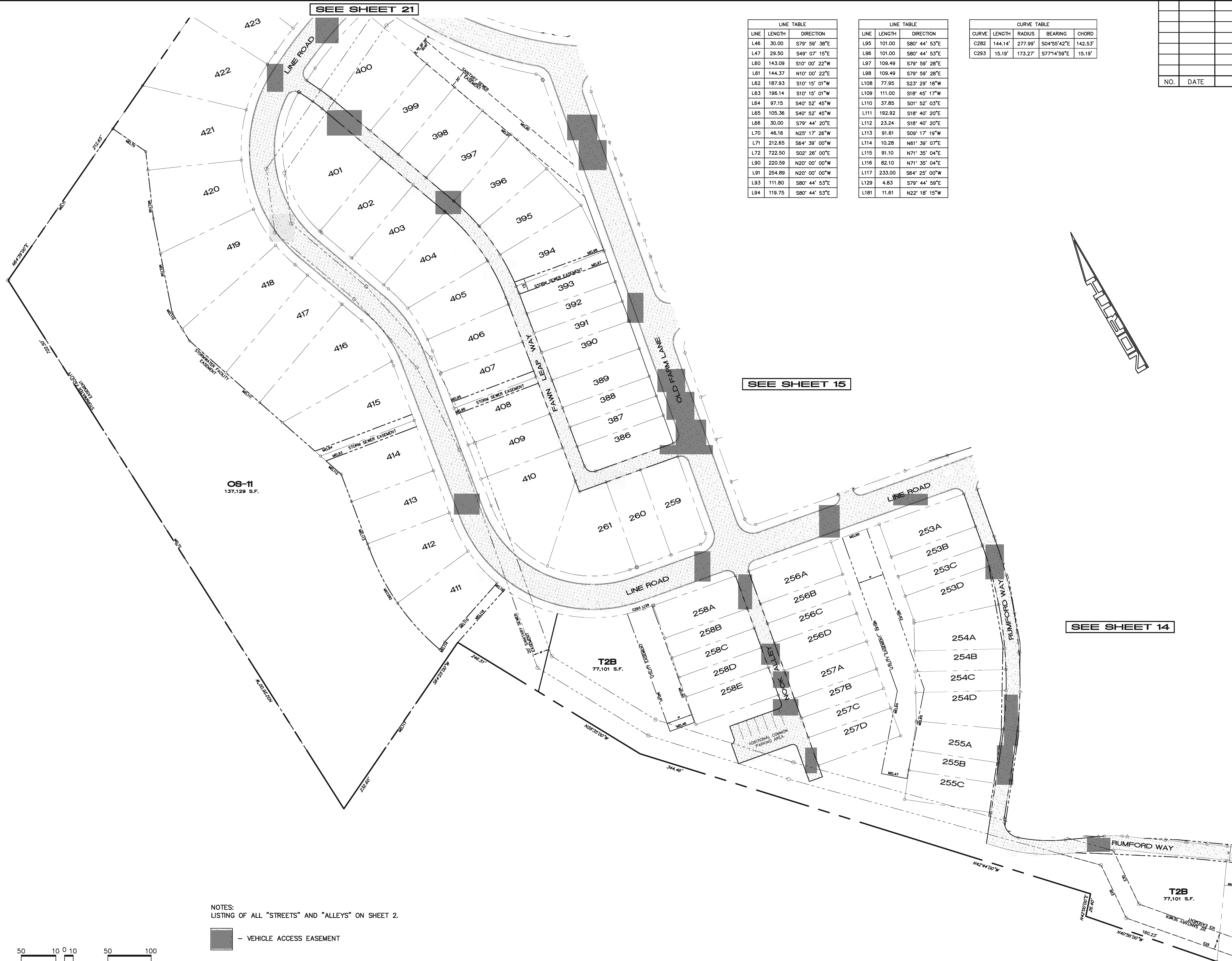
WALDEN, A PLANNED COMMUNITY

SILVER SPRING TOWNSHIP, CUMBERLAND COUNTY, PENNSYLVANIA

■ - VEHICLE ACCESS EASEMENT



PROJECT NO.
240108
 SURVEY BOOK :
 z:\2007\270517.mxd\270517sur\field
 SCALE : 1" = 50'
 DWG : 240108.dwg
 FILE : 270517.dwg
 SHEET 19



LINE	LENGTH	DIRECTION
L46	30.00	S79° 59' 38"E
L47	29.50	S49° 07' 15"E
L60	143.09	S10° 00' 22"W
L61	144.37	N10° 00' 22"E
L62	187.93	S10° 15' 01"W
L63	198.14	S10° 15' 01"W
L64	97.15	S40° 52' 45"W
L65	105.36	S40° 52' 45"W
L66	30.00	S79° 44' 20"E
L70	46.16	N25° 17' 26"W
L71	212.65	S64° 39' 00"W
L72	722.50	S02° 28' 00"E
L90	220.59	N20° 00' 00"W
L91	254.89	N20° 00' 00"W
L93	111.80	S80° 44' 53"E
L94	119.75	S80° 44' 53"E

LINE	LENGTH	DIRECTION
L95	101.00	S80° 44' 53"E
L96	101.00	S80° 44' 53"E
L97	109.49	S79° 59' 28"E
L98	109.49	S79° 59' 28"E
L108	77.95	S23° 29' 18"W
L109	111.00	S18° 45' 17"W
L110	37.85	S01° 52' 03"E
L111	192.92	S18° 40' 20"E
L112	23.24	S18° 40' 20"E
L113	91.61	S09° 17' 19"W
L114	10.28	N61° 39' 07"E
L115	91.10	N71° 35' 04"E
L116	82.10	N71° 35' 04"E
L117	233.00	S64° 25' 00"W
L129	4.83	S79° 44' 59"E
L181	11.61	N22° 18' 15"W

CURVE	LENGTH	RADIUS	BEARING	CHORD
C282	144.14'	277.99'	S04°55'42"E	142.53'
C293	15.19'	173.27'	S77°14'59"E	15.19'

DESIGN :	D.J.W.		
DRAWN :	H.A.W.		
CHECKED :	R.A.C.		
DATE :	08-18-2017		
NO.	DATE	DESCRIPTION	BY

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 EASEMENTS

WALDEN, A PLANNED COMMUNITY

SILVER SPRING TOWNSHIP, CUMBERLAND COUNTY, PENNSYLVANIA

PROJECT NO.
240108

SURVEY BOOK :

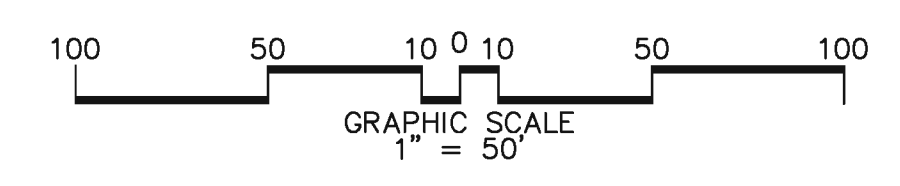
SCALE : 1" = 50'

DWG FILE

SHEET **20**

NOTES:
 LISTING OF ALL "STREETS" AND "ALLEYS" ON SHEET 2.

■ - VEHICLE ACCESS EASEMENT



SEE SHEET 15

SEE SHEET 14

SEE SHEET 21

SEE SHEET 14

OS-11
137,129 S.F.

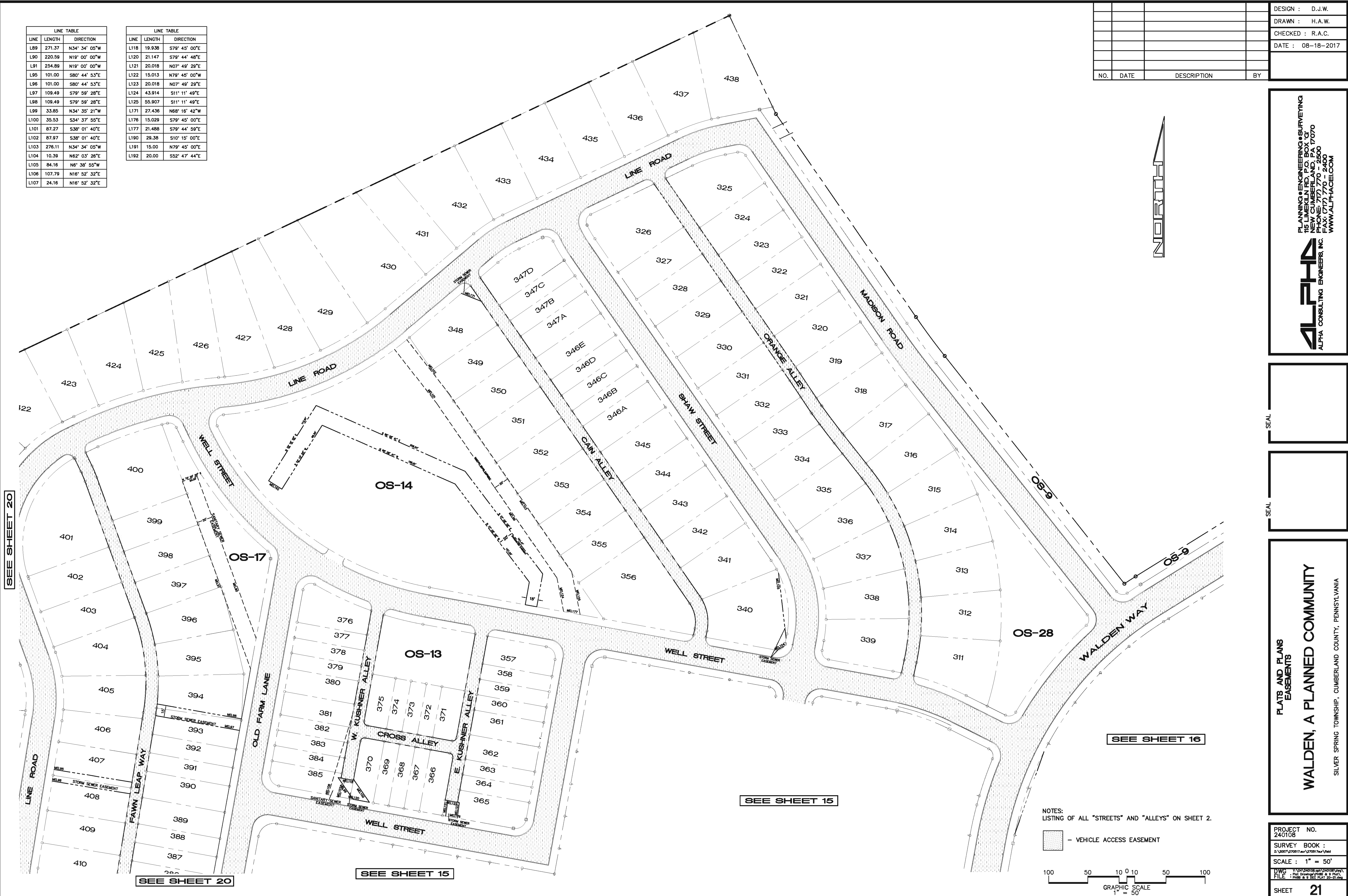
T2B
77,101 S.F.

T2B
77,101 S.F.

LINE	LENGTH	DIRECTION
L89	271.37	N34° 34' 05"W
L90	220.59	N19° 00' 00"W
L91	254.89	N19° 00' 00"W
L95	101.00	S80° 44' 53"E
L96	101.00	S80° 44' 53"E
L97	109.49	S79° 59' 28"E
L98	109.49	S79° 59' 28"E
L99	33.85	N34° 35' 21"W
L100	35.53	S34° 37' 55"E
L101	87.27	S38° 01' 40"E
L102	87.97	S38° 01' 40"E
L103	276.11	N34° 34' 05"W
L104	10.39	N62° 03' 26"E
L105	84.16	N6° 38' 55"W
L106	107.79	N16° 52' 32"E
L107	24.16	N16° 52' 32"E

LINE	LENGTH	DIRECTION
L118	19.938	S79° 45' 00"E
L120	21.147	S79° 44' 48"E
L121	20.018	N07° 49' 29"E
L122	15.013	N79° 45' 00"W
L123	20.018	N07° 49' 29"E
L124	43.914	S11° 11' 49"E
L125	55.807	S11° 11' 49"E
L171	27.438	N68° 16' 42"W
L176	15.029	S79° 45' 00"E
L177	21.488	S79° 44' 59"E
L190	29.38	S10° 15' 00"E
L191	15.00	N79° 45' 00"E
L192	20.00	S52° 47' 44"E

DESIGN :	D.J.W.		
DRAWN :	H.A.W.		
CHECKED :	R.A.C.		
DATE :	08-18-2017		
NO.	DATE	DESCRIPTION	BY



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 EASEMENTS

WALDEN, A PLANNED COMMUNITY

SILVER SPRING TOWNSHIP, CUMBERLAND COUNTY, PENNSYLVANIA

PROJECT NO.
240108

SURVEY BOOK :
25 (2007) 270017.dwg (2016) Final.dwg

SCALE : 1" = 50'

DWG : P:\240108\08.dwg (2016) Final.dwg
 FILE : P:\240108\08.dwg (2016) Final.dwg

SHEET **21**

NOTES:
 LISTING OF ALL "STREETS" AND "ALLEYS" ON SHEET 2.

▨ - VEHICLE ACCESS EASEMENT

100 50 10 0 10 50 100
 GRAPHIC SCALE
 1" = 50'

SEE SHEET 20

SEE SHEET 20

SEE SHEET 15

SEE SHEET 15

SEE SHEET 16

12

5727

Parcel ID#: 38-07-0459-359



gk

Pursuant to the provisions of 68 Pa.C.S. Section 5219(c), this Amendment to Declaration shall be recorded in the Office of the Recorder of Deeds in and for Cumberland County, Pennsylvania, and shall be indexed in the name of **Walden, a Planned Community** (Name of Planned Community) in the **grantor** index and shall be indexed in the name of **Walden, a Planned Community** (Name of Planned Community) in the **grantee** index

All of the real property made subject to this Amendment is located in **Silver Spring Township, Cumberland County, Pennsylvania**

**NINETEENTH AMENDMENT TO
 DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS
 AND ESTABLISHMENT OF HOMEOWNERS ASSOCIATION FOR
 WALDEN, A PLANNED COMMUNITY
 IN SILVER SPRING TOWNSHIP, CUMBERLAND COUNTY, PENNSYLVANIA**

See Plw attached

**NINETEENTH AMENDMENT TO
DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS
AND ESTABLISHMENT OF HOMEOWNERS ASSOCIATION FOR
WALDEN, A PLANNED COMMUNITY
IN SILVER SPRING TOWNSHIP, CUMBERLAND COUNTY, PENNSYLVANIA**

This Nineteenth Amendment to Declaration is made this 27th day of February, 2018 by Charter Homes at Walden, Inc., a Pennsylvania corporation, the Declarant of Walden, a Planned Community.

PREAMBLE

WHEREAS, the Subject Property (as such term is defined in Section 1.61 of the Declaration, as amended) has been made subject to the terms and conditions of the Declaration by the following documents of record in the Office of the Recorder of Deeds in and for Cumberland County, Pennsylvania (collectively, the "Declaration"):

Declaration of Covenants, Restrictions, Easements and Establishment of Homeowners Association for Walden, a Planned Community in Silver Spring Township, Cumberland County, Pennsylvania as Instrument Number 200732950, as amended by:
First Amendment as Instrument Number 200940104;
Second Amendment as Instrument Number 201126996;
Third Amendment as Instrument Number 201207757;
Fourth Amendment as Instrument Number 201225051;
Fifth Amendment as Instrument Number 201235584;
Sixth Amendment as Instrument Number 201308161;
Seventh Amendment as Instrument Number 201317632;
Eighth Amendment as Instrument Number 201330361;
Ninth Amendment as Instrument Number 201333549;
Tenth Amendment as Instrument Number 201401758;
Eleventh Amendment as Instrument Number 201412157;
Twelfth Amendment as Instrument Number 201418159;
Thirteenth Amendment as Instrument Number 201421373;
Fourteenth Amendment as Instrument Number 201513425;
Fifteenth Amendment as Instrument Number 201532305;
Sixteenth Amendment as Instrument Number 201615947;
Seventeenth Amendment as Instrument Number 201622408; and
Eighteenth Amendment as Instrument Number 201728915.

WHEREAS, the Declaration was executed by Charter Homes at Walden, Inc., a Pennsylvania corporation ("Declarant") in accordance with the provisions of the Pennsylvania Uniform Planned Community Act, 68 Pa.C.S.A. §5101, *et seq.*, as amended (the "Act"); and

WHEREAS, the Declarant is the sole owner of the real property (the "Accretion Property") described in Exhibit "M" attached to this Nineteenth Amendment to Declaration and made a part

hereof excluding thereout and therefrom the real property described in Exhibit "L" attached to the Eighteenth Amendment to Declaration; and

WHEREAS, the Accretion Property includes Property Phases 8B and 9 of the Subject Property, which have been approved for subdivision by Silver Spring Township, Cumberland County, Pennsylvania as shown on that certain plan identified as *Revised Preliminary/Final Subdivision Plan - Phases 8B and 9, Walden, Silver Spring Township, Cumberland County, Pennsylvania* of record in the Office of the Recorder of Deeds in and for Cumberland County, Pennsylvania as Instrument Number 201710823; and

WHEREAS, pursuant to the provisions of Section 3.9 of the Declaration, there is reserved to the Declarant, until the Incorporation Termination Date, the unrestricted option to make subject, or to refrain from making subject, to the Declaration and to the provisions, terms and conditions of the Declaration, some, or all, of the Additional Real Estate; and

WHEREAS, in accordance with the provisions of Section 3.9 of the Declaration, the Declarant desires to amend the Declaration for the purpose of making the Accretion Property subject to the terms and conditions of the Declaration and to within such Accretion Property made subject to the terms and conditions of the Declaration designate parts thereof as Units, Common Elements, Limited Common Elements, Convertible Real Estate and Withdrawable Real Estate; and

WHEREAS, as of the date of this Amendment, there are no Eligible Mortgage Holders (as such term is defined in Section 8.2.5 of the Declaration); and

WHEREAS, this Amendment contains no provisions impairing or affecting the rights, priorities, remedies, or interests of Silver Spring Township, Cumberland County, Pennsylvania and the prior written consent of Silver Spring Township is not required for adoption.

NOW, THEREFORE, the Declaration is amended as follows:

1. Section 1.51 of the Declaration is **modified** with additions indicated by double underline (thus: added) and deletions indicated by strike through (thus: ~~deleted~~) as follows:

1.51. "Plat(s) and Plan(s)" shall mean and refer to the drawings attached to the ~~Eighteenth~~-Nineteenth Amendment to Declaration as supplemented by (a) Sheets "P-1" through "P-15" inclusive of the Plats and Plans attached to the Third Amendment to Declaration, (b) Sheets "P-16" through "P-23" inclusive of the Plats and Plans attached to the Fifth Amendment to Declaration, (c) Sheets "P-24" through "P-36" inclusive of the Plats and Plans attached to the Sixth Amendment to Declaration, and (d) Sheets "P-37" through "P-41" inclusive of the Plats and Plans attached to the Eighth Amendment to Declaration, all as pursuant to § 5210 of the Act depicting and identifying the location and dimensions of the Subject Property, Unit identifying numbers or other designators, the location and dimensions of Unit boundaries, the location and dimensions of Limited Common Elements, the location

and dimensions of Voisinages, the location and dimensions of easements serving or burdening the Subject Property, the locations and dimensions of Convertible Real Estate and Withdrawable Real Estate, the locations and dimensions of Additional Real Estate, and other matters customarily shown on land surveys.

2. Section 1.61 of the Declaration is **modified** with additions indicated by double underline (thus: added) and deletions indicated by strike through (thus: ~~deleted~~) as follows:

1.61. "Subject Property" shall mean and refer to that certain real property described in ~~Exhibit "L"~~ Exhibit "M" attached hereto and made a part hereof, and such additions thereto, if any, as may be hereafter made subject to the provisions, terms and conditions of this Declaration.

3. Pursuant to the requirements of Section 2.1.2.3 of the Declaration:

Units 516 through 552, inclusive; 560 through 583, inclusive; 592 through 603, inclusive; 617 through 638; inclusive, are hereby designated as Solely Residential Dwelling Lot Units.

4. Section 2.1.2.4 of the Declaration is **modified** with additions indicated by double underline (thus: added) and deletions indicated by strike through (thus: ~~deleted~~) as follows:

2.1.2.4. A maximum of ~~Two Hundred Sixty Five (265)~~ One Hundred Seventy (170) Units may be created by the subdivision or conversion of Units owned by a Declarant.

5. Section 2.2 of the Declaration is **modified** with additions indicated by double underline (thus: added) and deletions indicated by strike through (thus: ~~deleted~~) as follows:

2.2. Property subject to this Declaration

The real property which is, and shall be, held, transferred, sold, conveyed and occupied subject to this Declaration is the Subject Property, located in Silver Spring Township, Cumberland County, Pennsylvania, as described in ~~Exhibit "L"~~ Exhibit "M" attached hereto and made a part hereof.

There is no real estate in which the Unit Owners will own only an estate for years, and there are no noncontiguous parcels of real estate comprising the Community.

Encroachments by or upon any portion of the Community are shown on the Plat(s) and Plan(s).

6. Section 2.4 of the Declaration is **modified** with additions indicated by double underline (thus:

added) and deletions indicated by strike through (thus: ~~deleted~~) as follows:

2.4. Plat(s) and Plan(s)

The Plat(s) and Plan(s) are comprised of the following components, which together constitute the Plats and Plans of Walden, a Planned Community:

2.4.1. Plat(s) and Plan(s) attached to the ~~Eighteenth~~Nineteenth Amendment to this Declaration as supplemented by:

2.4.1.1. Sheets "P-1" through "P-15" of the Plats and Plans attached to the Third Amendment to Declaration; and

2.4.1.2. Sheets "P-16" through "P-23" inclusive of the Plats and Plans attached to the Fifth Amendment to Declaration; and

2.4.1.3. Sheets "P-24" through "P-36" inclusive of the Plats and Plans attached to the Sixth Amendment to Declaration,

2.4.1.4. Sheets "P-37" through "P-41" inclusive of the Plats and Plans attached to the Eighth Amendment to Declaration.

Existing improvements to the Subject Property are shown on the Plat(s) and Plan(s). All Community Improvements (as such term is defined in Section 1.20 of the Declaration) shown on the Plat(s) and Plan(s) MUST BE BUILT and the intended location and dimensions of all such Community Improvements (the location and dimensions of which are capable of being shown on a plan) are shown on the Plat(s) and Plan(s).

The location and dimensions of all easements serving or burdening any portion of the Subject Property (the location and dimensions of which are capable of being shown on a plan) are shown on the Plat(s) and Plan(s).

The location and dimensions of the Convertible Real Estate and Withdrawable Real Estate are shown on the Plat(s) and Plan(s).

7. The third paragraph of Section 2.6 of the Declaration is **modified** with additions indicated by double underline (thus: added) and deletions indicated by strike through (thus: ~~deleted~~) as follows:

There are ~~Six Hundred Fifteen (615)~~ Seven Hundred Ten (710) Units in the Subject Property.

8. Section 2.6.1.1 of the Declaration is **modified** with additions indicated by double underline

(thus: added) and deletions indicated by strike through (thus: ~~deleted~~) as follows:

2.6.1.1. Dwelling Lot Units

Units identified as Unit Numbers 1 through 47, 53 through 68, 69A through 69D, 70A through 70D, 71A through 71D, 72A through 72C, 78 through 99, 100A through 100D, 101A through 101E, 105 through 126, 132 through 185, 191 through 195, 205 through 225, 228 through 243, 245 through 252, 253A through 253D, 254A through 254D, 255A through 255C, 256A through 256D, 257A through 257D, 258A through 258E, 259 through 261, 267 through 290, 290A, 290B, 291 through 301, 304 through 345, 346A through 346E, 347A through 347D, 348 through 438, 440 through 447, 452 through 500, 504 through 638 ~~515, 553 through 559, 584 through 591~~, 604 through 616, 720 through 723, 725 through 739, and 741 through 755 on the Plat(s) and Plan(s) are designated as Dwelling Lot Units.

9. Section 2.6.1.1.1 of the Declaration is **modified** with additions indicated by double underline (thus: added) and deletions indicated by strike through (thus: ~~deleted~~) as follows:

2.6.1.1.1 Solely Residential Dwelling Lot Units

Units identified as Unit Numbers 1 through 47, 53 through 68, 69A through 69D, 70A through 70D, 71A through 71D, 72A through 72C, 78 through 99, 100A through 100D, 101A through 101E, 105 through 126, 132 through 185, 191 through 195, 205 through 225, 228 through 243, 245 through 252, 253A through 253D, 254A through 254D, 255A through 255C, 256A through 256D, 257A through 257D, 258A through 258E, 259 through 261, 267 through 290, 290A, 290B, 291 through 301, 304 through 345, 346A through 346E, 347A through 347D, 348 through 438, 440 through 447, 452 through 500, 504 through 638 ~~515, 553 through 559, 584 through 591~~, 604 through 616, 720 through 723, 725 through 739, and 741 through 755 on the Plat(s) and Plan(s) are designated as Solely Residential Dwelling Lot Units.

10. Section 2.8.1.4 of the Declaration is **modified** with additions indicated by double underline (thus: added) as follows:

2.8.1.4. Common Land being Lot OS-1, Lot OS-3, Lot OS-4A, Lot OS-4C, Lot OS-5, Lot OS-6, Lot OS-7, Lot OS-8, Lot OS-9, Lot OS-11, Lot OS-12, Lot OS-13, Lot OS-14, Lot OS-16, Lot OS-17, Lot OS-18, Lot OS-19, Lot OS-20, Lot OS-21, Lot OS-22, Lot OS-23, Lot OS-24, ~~and~~ Lot OS-28 and Lot OS-29, as

shown and depicted on the Plat(s) and Plan(s), including improvements, if any, thereto whether heretofore or hereafter completed including but not limited to all of the following to the extent such are not Limited Common Facilities:

- 2.8.1.4.1. Association Maintained Pedestrian Facilities (Sidewalk) and Association Maintained Pedestrian Facilities (Trail)
 - 2.8.1.4.2. signs including but not limited to trail markers, direction and information signs, and entrance and identification signs, including lighting thereof
 - 2.8.1.4.3. fences and fencing
 - 2.8.1.4.4. landscaping, including but not limited to ground cover, flowers, shrubs, bushes and trees
 - 2.8.1.4.5. Common Driveways and Parking Areas
 - 2.8.1.4.6. Retaining Walls
11. Section 2.9 of the Declaration is **modified** with additions indicated by double underline (thus: added) and deletions indicated by strike through (thus: ~~deleted~~) as follows:
- 2.9. Subject Property, Withdrawable Real Estate, and Additional Real Estate
- The Subject Property is all of the real property described in ~~Exhibit "L"~~ Exhibit "M" attached hereto and made a part hereof in which Units and Common Elements have been created, and portions of which are designated as Convertible Real Estate and Withdrawable Real Estate, together with such portion(s) of the Additional Real Estate which are made subject to the provisions, terms and conditions of this Declaration in any Addendum to this Declaration pursuant to the terms of Section 3.9 of this Declaration, and excluding any Withdrawable Real Estate which has been withdrawn from the provisions, terms and conditions of this Declaration in any Addendum to this Declaration pursuant to the terms of Section 3.8 of this Declaration.
- Any portion or all of the Withdrawable Real Estate which has been withdrawn from the Subject Property and from the provisions, terms and conditions of this Declaration pursuant to the provisions of Section 3.8 of this Declaration shall thereafter be Additional Real Estate in which additional Units, Common Elements, and Limited Common Elements may be created.
12. Section 3.7.9.2.9 of the Declaration is **modified** with additions indicated by double underline (thus: added) as follows:
- 3.7.9.12. Subject to Declaration of Covenants, Restrictions, Easements and

Establishment of Homeowners Association for Walden in Instrument No. 200732950; Plan in Right-of-Way Instrument No. 200732951; First Amendment in Instrument No. 200940104; Second Amendment in Instrument No. 201126996, Third Amendment in Instrument No. 201207757; Fourth Amendment in Instrument No. 201225501; Fifth Amendment in Instrument No. 201235584; Sixth Amendment in Instrument No. 201308161; Seventh Amendment in Instrument No. 201317362; Eighth Amendment in Instrument No. 201330361; Ninth Amendment as Instrument Number 201333549; Tenth Amendment as Instrument Number 201401758; Eleventh Amendment as Instrument Number 201412157; Twelfth Amendment as Instrument Number 201418159; Thirteenth Amendment as Number 201421373; Fourteenth Amendment as Instrument Number 201513425; Fifteenth Amendment as Instrument Number 201532305; Sixteenth Amendment as Instrument Number 201615947; Seventeenth Amendment as Instrument Number 201622408; Eighteenth Amendment as Instrument Number 201728915; and as further amended.

13. Section 3.9.4.1 of the Declaration is **modified** with additions indicated by double underline (thus: added) and deletions indicated by strike through (thus: ~~deleted~~) as follows:

3.9.4.1. a maximum of ~~Two Hundred Sixty-Five (265)~~ One Hundred Seventy (170) Units may be created within the Convertible Real Estate and Additional Real Estate, a maximum of twenty five (25) Units per acre may be created within the Convertible Real Estate and Additional Real Estate; and all Units within Convertible Real Estate and Additional Real Estate shall not be restricted exclusively to residential use; and

14. To the greatest extent permitted by law, the period of time during which Declarant shall have the option to (a) convert all or any portion of the Convertible Real Estate into Units, Common Elements and/or Limited Common Elements, and/or (b) withdraw all or any portion of the Withdrawable Real Estate from the Subject Property (the "Exercise Period"), shall terminate on February 18, 2025 pursuant to the Development Permit Extension Act, 53 P.S. 11703.1, et seq., as amended (the "DPEA"). Declarant is relying in good faith on the application of the DPEA to extend the Exercise Period. However, if for any reason a court of competent jurisdiction hereafter determines that Declarant shall not be permitted to utilize the DPEA to extend the Exercise Period, then all remaining Convertible Real Estate shall be deemed converted by Declarant into Units and Common Elements as shown on the Phases 8B and 9 Subdivision Plan as of the date this Amendment is recorded.

[Signature Page Follows]

EXHIBIT "M"

Description of Subject Property

Legal Description for "Improved Area"

Walden, A Planned Community

Silver Spring Township, Cumberland County, Pennsylvania

ALL THAT CERTAIN tracts or parcels of land, situated, lying, and being in the Township of Silver Spring, County of Cumberland and Commonwealth of Pennsylvania, being land improved upon and shown on plan titled, "Plats and Plans, Walden, A Planned Community," dated February 13, 2018, by Alpha Consulting Engineers Inc., more particularly described as follows:

Tract 1

BEGINNING at a point along the northern right-of-way of Woods Drive and at lands now or formerly of Franklin E. & June E. Kauffman, said point being the western property corner of lands labeled as "769" on aforementioned plan; Thence along said lands now or formerly of Franklin E. & June E. Kauffman, and also along lands now or formerly of James N. & Ruth M. Potteiger, North 40 degrees 56 minutes 00 seconds West a distance of 276.98 feet to a point at said lands now or formerly of James N. & Ruth M. Potteiger; Thence continuing along said lands, North 42 degrees 00 minutes 00 seconds East a distance of 26.40 feet to a point, said point being a common corner at said lands now or formerly of James N. & Ruth M. Potteiger and lands labeled as "Unit T2B"; Thence continuing along said lands now or formerly of James N. & Ruth M. Potteiger and also lands now or formerly of Gary E. Potteiger, Cindy Putt, Jae A., James N. & Sue A. Harley, North 42 degrees 44 minutes 00 seconds West a distance of 544.46 feet; Thence continuing along said lands now or formerly of Gary E. Potteiger, Cindy Putt, Jae A., James N. & Sue A. Harley the following two (2) courses and distances:

1. North 28 degrees 35 minutes 00 seconds West a distance of 246.51 feet, and
2. South 64 degrees 25 minutes 00 seconds West a distance of 232.60 feet to a point at lands now or formerly of UD Properties;

Thence along lands now or formerly of UD Properties the following two (2) courses and distances:

1. North 02 degrees 26 minutes 00 seconds West a distance of 722.50 feet, and
2. North 64 degrees 39 minutes 00 seconds East a distance of 1,368.45 feet to a point at lands now or formerly of Silver Spring Township;

Thence along lands now or formerly of Silver Spring Township the following sixteen (16) courses and distances:

1. South 25 degrees 21 minutes 00 seconds East a distance of 139.19 feet,
2. South 34 degrees 36 minutes 00 seconds East a distance of 315.35 feet,
3. by a curve to the left having a radius of 962.00 feet, an arc length of 61.84 feet, a chord bearing of which is South 36 degrees 26 minutes 30 seconds East and a chord distance of 61.83 feet,
4. South 38 degrees 17 minutes 00 seconds East a distance of 370.84 feet,
5. by a curve to the right having a radius of 490.00 feet, an arc length of 17.12 feet, a chord bearing of which is North 57 degrees 09 minutes 56 seconds East and a chord distance of 17.12 feet,
6. North 58 degrees 10 minutes 00 seconds East a distance of 373.40 feet,
7. South 31 degrees 50 minutes 00 seconds East a distance of 217.79 feet,
8. by a curve to the right having a radius of 1,040.00 feet, an arc length of 383.40 feet, a chord bearing of which is South 21 degrees 16 minutes 21 seconds East and a chord distance of 381.23 feet,
9. South 74 degrees 21 minutes 00 seconds East a distance of 220.78 feet,
10. North 15 degrees 39 minutes 00 seconds East a distance of 77.04 feet,
11. by a curve to the right having a radius of 238.00 feet, an arc length of 125.81 feet, a chord bearing of which is North 30 degrees 47 minutes 36 seconds East and a chord distance of 124.35 feet,
12. North 44 degrees 03 minutes 47 seconds West a distance of 75.13 feet,

13. North 30 degrees 28 minutes 00 seconds West a distance of 87.61 feet,
14. North 59 degrees 32 minutes 00 seconds East a distance of 463.40 feet,
15. South 50 degrees 24 minutes 20 seconds East a distance of 84.70 feet, and
16. North 49 degrees 44 minutes 00 seconds East a distance of 193.45 feet to a point along lands now or formerly of Skipjack, Pennsylvania LLC;

Thence along said lands now or formerly of Skipjack, Pennsylvania LLC the following two (2) courses and distances:

1. South 40 degrees 16 minutes 00 seconds East a distance of 1,098.55 feet, and
2. South 04 degrees 42 minutes 44 seconds West a distance of 465.30 feet to a point at lands now or formerly of Nancy P. Julian;

Thence along said lands now or formerly of Nancy P. Julian, South 63 degrees 38 minutes 00 seconds West a distance of 2,008.36 feet to a point at lands now or formerly of Silver Spring Township Authority; Thence along lands now or formerly of Silver Spring Township Authority the following two (2) courses and distances:

1. North 26 degrees 22 minutes 00 seconds West a distance of 63.67 feet, and
2. South 63 degrees 38 minutes 00 seconds West a distance of 134.00 feet to a point along the northern right-of-way of Woods Drive;

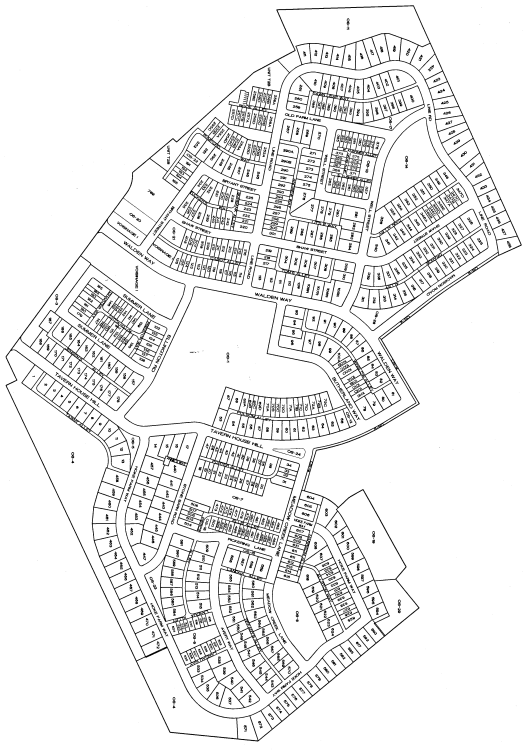
Thence along said northern right-of-way of Woods Drive, North 54 degrees 28 minutes 00 seconds West a distance of 1,062.97 feet; Thence continuing along said northern right-of-way of Woods Drive, by a curve to the left having a radius of 149.00 feet, an arc length of 113.32 feet, a chord bearing of which is North 74 degrees 37 minutes 18 seconds West and a chord distance of 110.61 feet to the place of BEGINNING.

CONTAINING: 5,923,579 Square Feet (135.99 Acres)

PLATS AND PLANS WALDEN, A PLANNED COMMUNITY SILVER SPRING TOWNSHIP, CUMBERLAND COUNTY, PENNSYLVANIA

**PLATS) AND PLANS) FOR BELOW
UNITS RECORDED AS INDICATED :**

UNITS 1-47, 53-68, 78-99, 105-107, 110-126, 132-185	INSTRUMENT # 200732950
UNITS 69A-69D, 70A-70D, 71A-71D, 72A-72C, 100A-100D, 101A-101E, 700-744, 747	INSTRUMENT # 201269966
UNITS 701-704, 709-712, 730-733, 741-743, 748-751, 801, 809	INSTRUMENT # 201207757
UNITS 769	INSTRUMENT # 201225051
UNITS 713-715, 725-729, 752-758, 813, 860	INSTRUMENT # 201235584
UNITS 720-723, 739-768	INSTRUMENT # 201308161
UNITS 820-823, 825, 826-843, 897-901, 440-446, 452-464, 504-508, 588-591	INSTRUMENT # 20137362
UNITS 716-719, 816	INSTRUMENT # 201330961
UNITS 191-195, 223-225, 228-234, 245-252, 290-296, 447, 465-472, 584-587	INSTRUMENT # 201333549
UNITS 287-289, 290A, L 290B, 304-310	INSTRUMENT # 201418159
UNITS 423-425, 427-428, 255A-255C, 256A-256D, 257A-257D, 335-343, 353-363, 473-485	INSTRUMENT # 201519425
UNITS 318-324, 344, 345	INSTRUMENT # 201532305
UNITS 346A-346E, 347A-347D, UNITS 486-500, 509-515, 553-559, 607-616	INSTRUMENT # 201622408
	INSTRUMENT # 201728915



- INDEX OF DRAWINGS :**
- 1 ● COVER SHEET
 - 2 ● OVERALL PLAN
 - 3-11 ● PLANS
 - 12 ● VOISINAGE I
 - 13-21 ● EASEMENTS

DATE :
FEBRUARY 13, 2018



ALPHA

ALPHA CONSULTING ENGINEERS, INC.
PLANNING ● ENGINEERING ● SURVEYING

175 LIMEKILN RD., P.O. BOX 67
NEW CUMBERLAND, PA 17070
PHONE: (717) 770-2500
FAX: (717) 770-2400
WWW.ALPHACE.COM



I hereby certify, the plan shown and described herein contains the information required by and is true and correct to the accuracy required by Section 5210 of the Pennsylvania Uniform Planned Community Act, as amended.

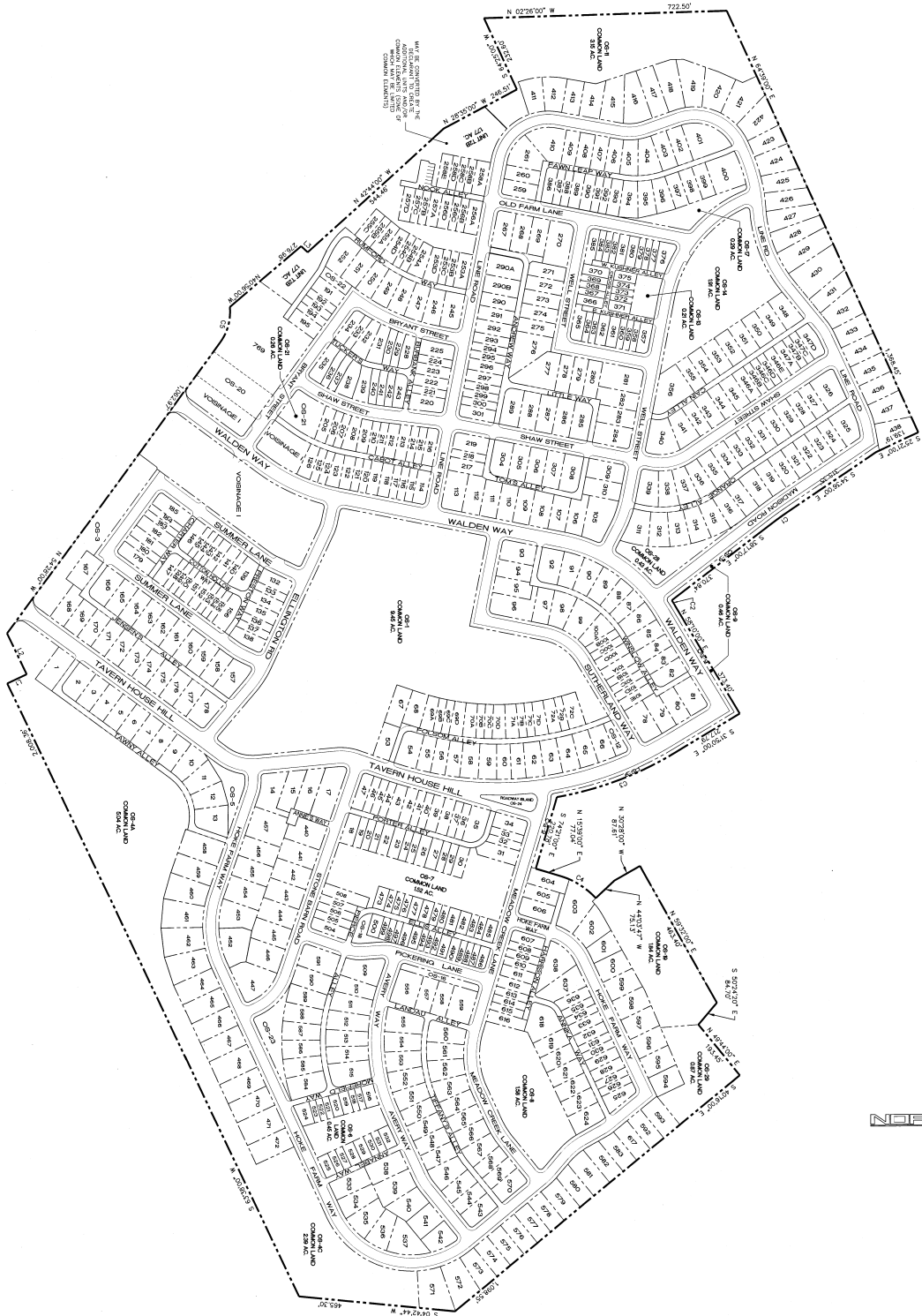
Roy L. Chapman, P.E.

PA10113# 20180213# (31918)

1. ALL EXISTENTS SHOWN ON SHEETS 13 THROUGH 21.

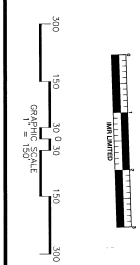
BOUNDARIES

- 1. Streets
- 2. Survey
- 3. Township
- 4. Section
- 5. Township
- 6. Section
- 7. Township
- 8. Section
- 9. Township
- 10. Section
- 11. Township
- 12. Section
- 13. Township
- 14. Section
- 15. Township
- 16. Section
- 17. Township
- 18. Section
- 19. Township
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- 93. Township
- 94. Section
- 95. Township
- 96. Section
- 97. Township
- 98. Section
- 99. Township
- 100. Section



LINE	LENGTH	BEARING
1	634.97'	S82°22'07"W
2	134.00'	S51°38'07"W
3	26.47'	N42°00'00"E

CURVE	LENGTH	PI	BEARING	CHORD
C1	81.84'	86.00'	S82°28'37"E	61.83'
C2	17.12'	46.00'	N27°34'7"E	17.12'
C3	333.46'	1040.00'	S21°27'2"E	331.32'
C4	123.84'	238.00'	N23°27'2"E	124.32'
C5	113.32'	146.00'	N42°27'2"E	110.81'



PROJECT NO. 20008
 SURVEY BOOK 1
 SCALE: 1" = 150'
 DATE: 02-13-2008
 SHEET 2

FLATS AND PLANS

WALDEN, A PLANNED COMMUNITY

SILVER SPRING TOWNSHIP, CUMBERLAND COUNTY, PENNSYLVANIA

ALPHA

FLANNING • ENGINEERING • SURVEYING
 16 LUMBKIN RD., P.O. BOX 61
 NEW CUMBERLAND, PA 17070
 PHONE 717 770 - 2500
 FAX 717 770 - 2400
 WWW.ALPHACEI.COM

NO.	DATE	DESCRIPTION	BY

DESIGN: DWG
 DRAWN: HAW
 CHECKED: RAC
 DATE: 02-13-2008



NOTES:
 LISTING OF ALL "STREETS" AND "ALLEYS" ON SHEET 2.
 - ASSOCIATION MAINTAINED PEDESTRIAN FACILITY (SIDEWALK)
 - ASSOCIATION MAINTAINED PEDESTRIAN FACILITY (TRAIL)

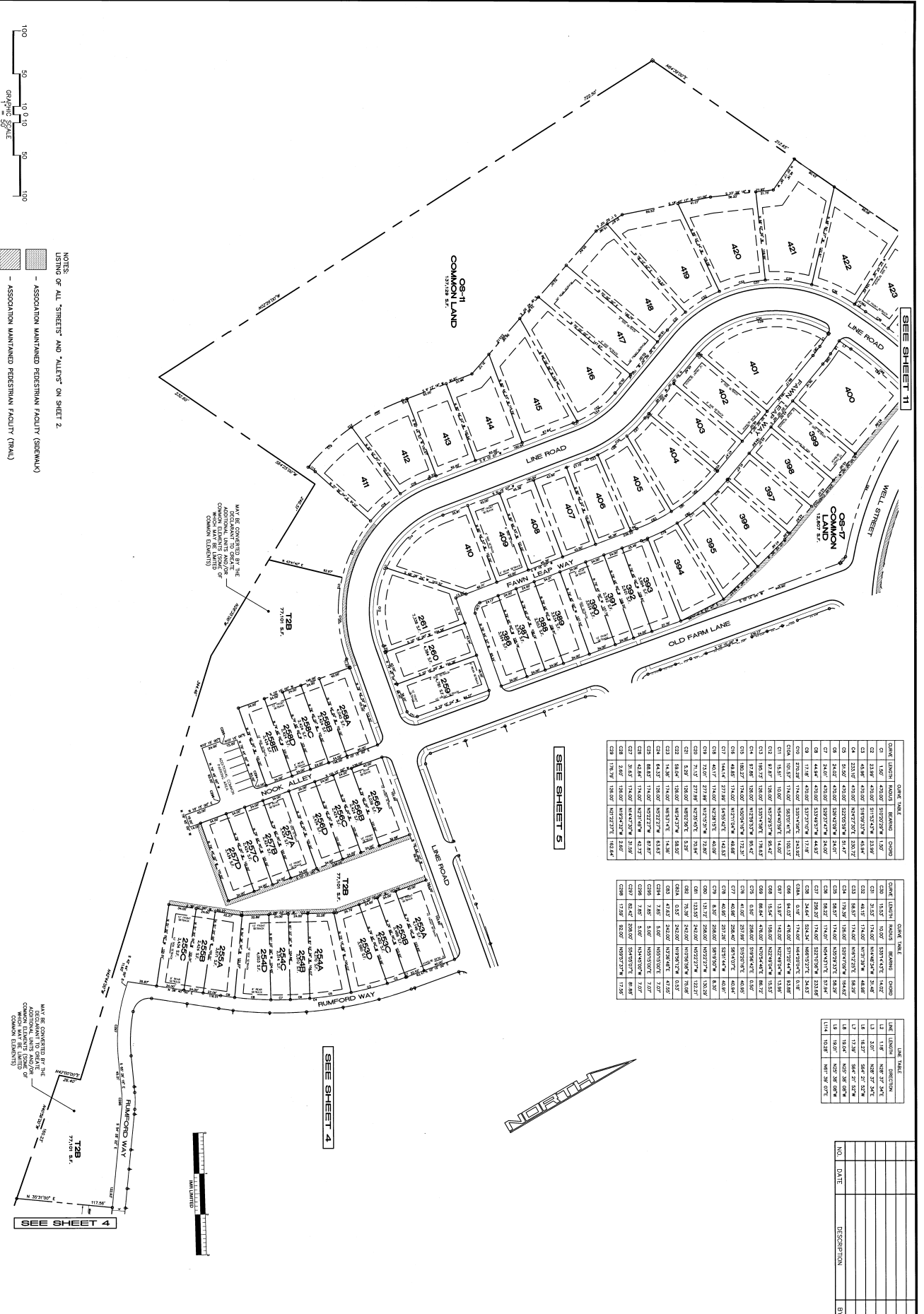
PROJECT NO.
 DRAWN BY: H.A.M.
 CHECKED BY: R.A.C.
 DATE: 02-13-2018
 SCALE: 1" = 50'
 SHEET 10

PLATS AND PLANS
WALDEN, A PLANNED COMMUNITY
 SILVER SPRING TOWNSHIP, CUMBERLAND COUNTY, PENNSYLVANIA

SEAL

ALPHA
 ALPHA CONSULTING ENGINEERS, INC.
 PLANNING • ENGINEERING • SURVEYING
 2400 LIMERICK RD. P.O. BOX 67
 NEW CUMBERLAND, PA 17070
 PHONE 717 770 - 2800
 FAX 717 770 - 2800
 WWW.ALPHACEL.COM

NO.	DATE	DESCRIPTION	BY



SEE SHEET 5

LINE	LENGTH	BEARING	COORDS
C1	152.0	N70.00°E	510320.00N 129.00E
C2	238.0	N70.00°E	511520.00N 238.00E
C3	438.0	N70.00°E	513020.00N 438.00E
C4	638.0	N70.00°E	514520.00N 638.00E
C5	838.0	N70.00°E	516020.00N 838.00E
C6	1038.0	N70.00°E	517520.00N 1038.00E
C7	1238.0	N70.00°E	519020.00N 1238.00E
C8	1438.0	N70.00°E	520520.00N 1438.00E
C9	1638.0	N70.00°E	522020.00N 1638.00E
C10	1838.0	N70.00°E	523520.00N 1838.00E
C11	2038.0	N70.00°E	525020.00N 2038.00E
C12	2238.0	N70.00°E	526520.00N 2238.00E
C13	2438.0	N70.00°E	528020.00N 2438.00E
C14	2638.0	N70.00°E	529520.00N 2638.00E
C15	2838.0	N70.00°E	531020.00N 2838.00E
C16	3038.0	N70.00°E	532520.00N 3038.00E
C17	3238.0	N70.00°E	534020.00N 3238.00E
C18	3438.0	N70.00°E	535520.00N 3438.00E
C19	3638.0	N70.00°E	537020.00N 3638.00E
C20	3838.0	N70.00°E	538520.00N 3838.00E
C21	4038.0	N70.00°E	540020.00N 4038.00E
C22	4238.0	N70.00°E	541520.00N 4238.00E
C23	4438.0	N70.00°E	543020.00N 4438.00E
C24	4638.0	N70.00°E	544520.00N 4638.00E
C25	4838.0	N70.00°E	546020.00N 4838.00E
C26	5038.0	N70.00°E	547520.00N 5038.00E
C27	5238.0	N70.00°E	549020.00N 5238.00E
C28	5438.0	N70.00°E	550520.00N 5438.00E
C29	5638.0	N70.00°E	552020.00N 5638.00E
C30	5838.0	N70.00°E	553520.00N 5838.00E
C31	6038.0	N70.00°E	555020.00N 6038.00E
C32	6238.0	N70.00°E	556520.00N 6238.00E
C33	6438.0	N70.00°E	558020.00N 6438.00E
C34	6638.0	N70.00°E	559520.00N 6638.00E
C35	6838.0	N70.00°E	561020.00N 6838.00E
C36	7038.0	N70.00°E	562520.00N 7038.00E
C37	7238.0	N70.00°E	564020.00N 7238.00E
C38	7438.0	N70.00°E	565520.00N 7438.00E
C39	7638.0	N70.00°E	567020.00N 7638.00E
C40	7838.0	N70.00°E	568520.00N 7838.00E
C41	8038.0	N70.00°E	570020.00N 8038.00E
C42	8238.0	N70.00°E	571520.00N 8238.00E
C43	8438.0	N70.00°E	573020.00N 8438.00E
C44	8638.0	N70.00°E	574520.00N 8638.00E
C45	8838.0	N70.00°E	576020.00N 8838.00E
C46	9038.0	N70.00°E	577520.00N 9038.00E
C47	9238.0	N70.00°E	579020.00N 9238.00E
C48	9438.0	N70.00°E	580520.00N 9438.00E
C49	9638.0	N70.00°E	582020.00N 9638.00E
C50	9838.0	N70.00°E	583520.00N 9838.00E
C51	10038.0	N70.00°E	585020.00N 10038.00E
C52	10238.0	N70.00°E	586520.00N 10238.00E
C53	10438.0	N70.00°E	588020.00N 10438.00E
C54	10638.0	N70.00°E	589520.00N 10638.00E
C55	10838.0	N70.00°E	591020.00N 10838.00E
C56	11038.0	N70.00°E	592520.00N 11038.00E
C57	11238.0	N70.00°E	594020.00N 11238.00E
C58	11438.0	N70.00°E	595520.00N 11438.00E
C59	11638.0	N70.00°E	597020.00N 11638.00E
C60	11838.0	N70.00°E	598520.00N 11838.00E

LINE	LENGTH	BEARING	COORDS
C61	12038.0	N70.00°E	600020.00N 12038.00E
C62	12238.0	N70.00°E	601520.00N 12238.00E
C63	12438.0	N70.00°E	603020.00N 12438.00E
C64	12638.0	N70.00°E	604520.00N 12638.00E
C65	12838.0	N70.00°E	606020.00N 12838.00E
C66	13038.0	N70.00°E	607520.00N 13038.00E
C67	13238.0	N70.00°E	609020.00N 13238.00E
C68	13438.0	N70.00°E	610520.00N 13438.00E
C69	13638.0	N70.00°E	612020.00N 13638.00E
C70	13838.0	N70.00°E	613520.00N 13838.00E
C71	14038.0	N70.00°E	615020.00N 14038.00E
C72	14238.0	N70.00°E	616520.00N 14238.00E
C73	14438.0	N70.00°E	618020.00N 14438.00E
C74	14638.0	N70.00°E	619520.00N 14638.00E
C75	14838.0	N70.00°E	621020.00N 14838.00E
C76	15038.0	N70.00°E	622520.00N 15038.00E
C77	15238.0	N70.00°E	624020.00N 15238.00E
C78	15438.0	N70.00°E	625520.00N 15438.00E
C79	15638.0	N70.00°E	627020.00N 15638.00E
C80	15838.0	N70.00°E	628520.00N 15838.00E
C81	16038.0	N70.00°E	630020.00N 16038.00E
C82	16238.0	N70.00°E	631520.00N 16238.00E
C83	16438.0	N70.00°E	633020.00N 16438.00E
C84	16638.0	N70.00°E	634520.00N 16638.00E
C85	16838.0	N70.00°E	636020.00N 16838.00E
C86	17038.0	N70.00°E	637520.00N 17038.00E
C87	17238.0	N70.00°E	639020.00N 17238.00E
C88	17438.0	N70.00°E	640520.00N 17438.00E
C89	17638.0	N70.00°E	642020.00N 17638.00E
C90	17838.0	N70.00°E	643520.00N 17838.00E

SEE SHEET 4

SEE SHEET 4

LINE NUMBER	DESCRIPTION
15	15' X 12'2" SIDE OF 2' W/M
16	15' X 12'2" SIDE OF 2' W/M
17	15' X 12'2" SIDE OF 2' W/M
18	15' X 12'2" SIDE OF 2' W/M
19	15' X 12'2" SIDE OF 2' W/M
20	15' X 12'2" SIDE OF 2' W/M
21	15' X 12'2" SIDE OF 2' W/M
22	15' X 12'2" SIDE OF 2' W/M
23	15' X 12'2" SIDE OF 2' W/M
24	15' X 12'2" SIDE OF 2' W/M
25	15' X 12'2" SIDE OF 2' W/M
26	15' X 12'2" SIDE OF 2' W/M
27	15' X 12'2" SIDE OF 2' W/M
28	15' X 12'2" SIDE OF 2' W/M
29	15' X 12'2" SIDE OF 2' W/M
30	15' X 12'2" SIDE OF 2' W/M
31	15' X 12'2" SIDE OF 2' W/M
32	15' X 12'2" SIDE OF 2' W/M
33	15' X 12'2" SIDE OF 2' W/M
34	15' X 12'2" SIDE OF 2' W/M
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37	15' X 12'2" SIDE OF 2' W/M
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40	15' X 12'2" SIDE OF 2' W/M
41	15' X 12'2" SIDE OF 2' W/M
42	15' X 12'2" SIDE OF 2' W/M
43	15' X 12'2" SIDE OF 2' W/M
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49	15' X 12'2" SIDE OF 2' W/M
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78	15' X 12'2" SIDE OF 2' W/M
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87	15' X 12'2" SIDE OF 2' W/M
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89	15' X 12'2" SIDE OF 2' W/M
90	15' X 12'2" SIDE OF 2' W/M
91	15' X 12'2" SIDE OF 2' W/M
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93	15' X 12'2" SIDE OF 2' W/M
94	15' X 12'2" SIDE OF 2' W/M
95	15' X 12'2" SIDE OF 2' W/M
96	15' X 12'2" SIDE OF 2' W/M
97	15' X 12'2" SIDE OF 2' W/M
98	15' X 12'2" SIDE OF 2' W/M
99	15' X 12'2" SIDE OF 2' W/M
100	15' X 12'2" SIDE OF 2' W/M

LINE NUMBER	DESCRIPTION
101	15' X 12'2" SIDE OF 2' W/M
102	15' X 12'2" SIDE OF 2' W/M
103	15' X 12'2" SIDE OF 2' W/M
104	15' X 12'2" SIDE OF 2' W/M
105	15' X 12'2" SIDE OF 2' W/M
106	15' X 12'2" SIDE OF 2' W/M
107	15' X 12'2" SIDE OF 2' W/M
108	15' X 12'2" SIDE OF 2' W/M
109	15' X 12'2" SIDE OF 2' W/M
110	15' X 12'2" SIDE OF 2' W/M
111	15' X 12'2" SIDE OF 2' W/M
112	15' X 12'2" SIDE OF 2' W/M
113	15' X 12'2" SIDE OF 2' W/M
114	15' X 12'2" SIDE OF 2' W/M
115	15' X 12'2" SIDE OF 2' W/M
116	15' X 12'2" SIDE OF 2' W/M
117	15' X 12'2" SIDE OF 2' W/M
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119	15' X 12'2" SIDE OF 2' W/M
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121	15' X 12'2" SIDE OF 2' W/M
122	15' X 12'2" SIDE OF 2' W/M
123	15' X 12'2" SIDE OF 2' W/M
124	15' X 12'2" SIDE OF 2' W/M
125	15' X 12'2" SIDE OF 2' W/M
126	15' X 12'2" SIDE OF 2' W/M
127	15' X 12'2" SIDE OF 2' W/M
128	15' X 12'2" SIDE OF 2' W/M
129	15' X 12'2" SIDE OF 2' W/M
130	15' X 12'2" SIDE OF 2' W/M
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133	15' X 12'2" SIDE OF 2' W/M
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147	15' X 12'2" SIDE OF 2' W/M
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149	15' X 12'2" SIDE OF 2' W/M
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185	15' X 12'2" SIDE OF 2' W/M
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187	15' X 12'2" SIDE OF 2' W/M
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194	15' X 12'2" SIDE OF 2' W/M
195	15' X 12'2" SIDE OF 2' W/M
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197	15' X 12'2" SIDE OF 2' W/M
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200	15' X 12'2" SIDE OF 2' W/M



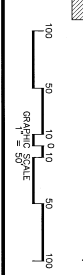
SEE SHEET 10

SEE SHEET 5

SEE SHEET 5

SEE SHEET 6

NOTES:
 LISTING OF ALL "STREETS" AND "ALLEYS" ON SHEET 2.
 ASSOCIATION MAINTAINED PEDESTRIAN FACILITY (SIDEWALK)
 ASSOCIATION MAINTAINED PEDESTRIAN FACILITY (TRAIL)



PROJECT NO.	DATE
200705	02-13-2008

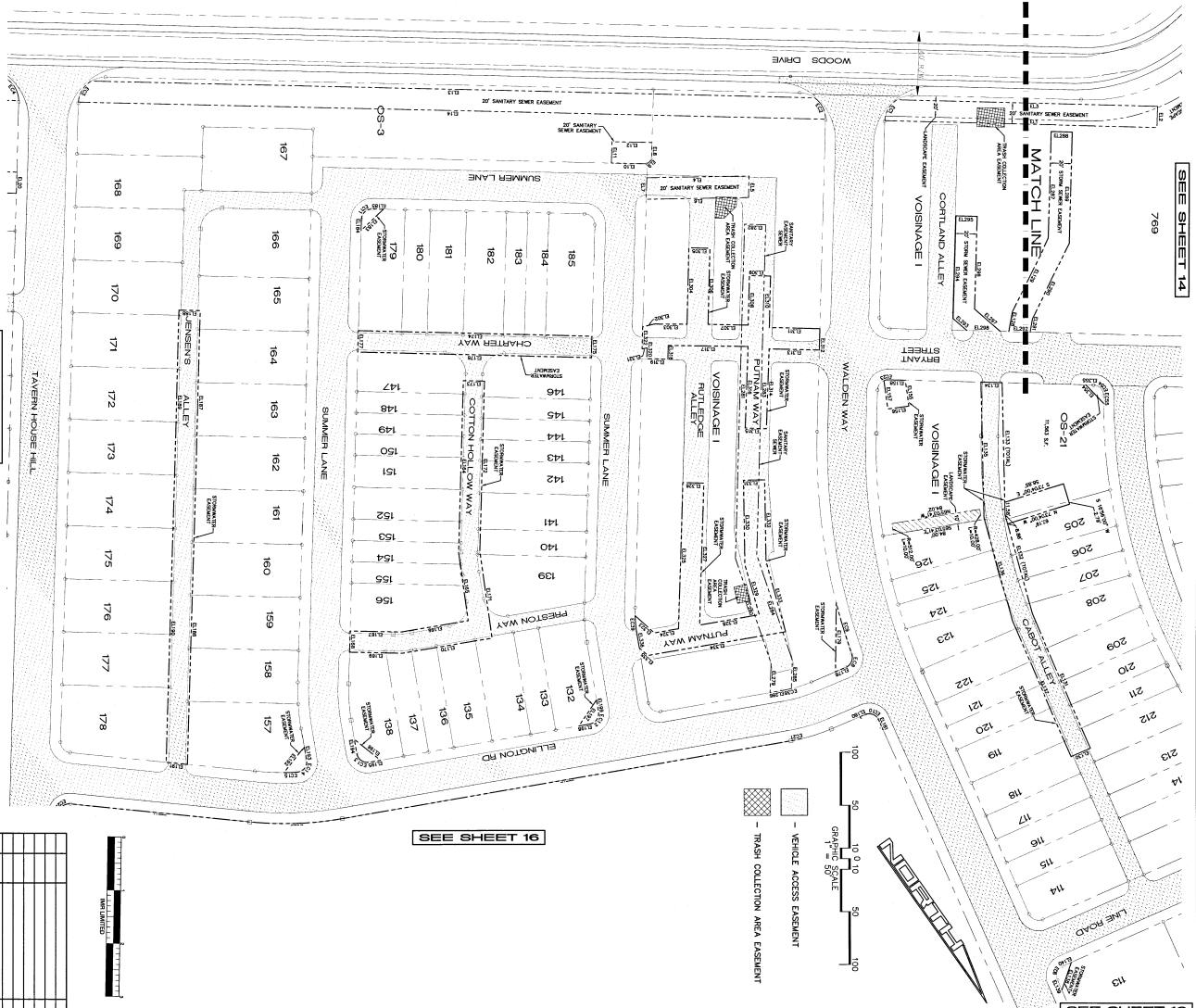
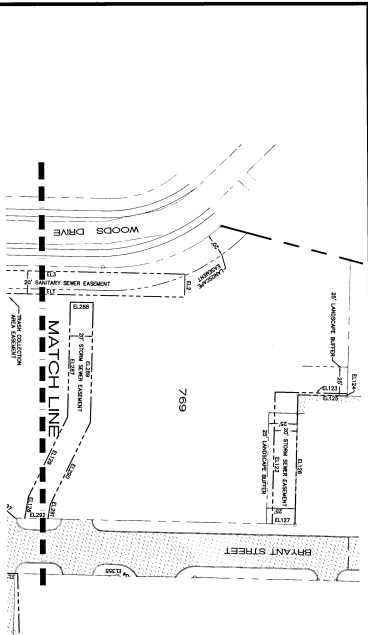
PLATS AND PLANS
WALDEN, A PLANNED COMMUNITY
 SILVER SPRING TOWNSHIP, CUMBERLAND COUNTY, PENNSYLVANIA

NO.	DATE	DESCRIPTION
1	02-13-2008	PRELIMINARY PLAT
2	02-13-2008	FINAL PLAT

ALPHA CONSULTING ENGINEERS, INC.
 PLANNING • ENGINEERING • SURVEYING
 1208 W. MARKET STREET, SUITE 100
 NEW CUMBERLAND, PA 17070
 PHONE 717-770-2500
 FAX 717-770-2501
 WWW.ALPHACE.COM

DESIGNER - DATE	DRAWN - DATE	CHECKED - DATE
ALPHA	ALPHA	ALPHA

NO.	DESCRIPTION	AMOUNT	TOTAL
1
2
3
4
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SEE SHEET 19

SEE SHEET 16

SEE SHEET 14

SEE SHEET 16

NO.	DATE	DESCRIPTION	BY

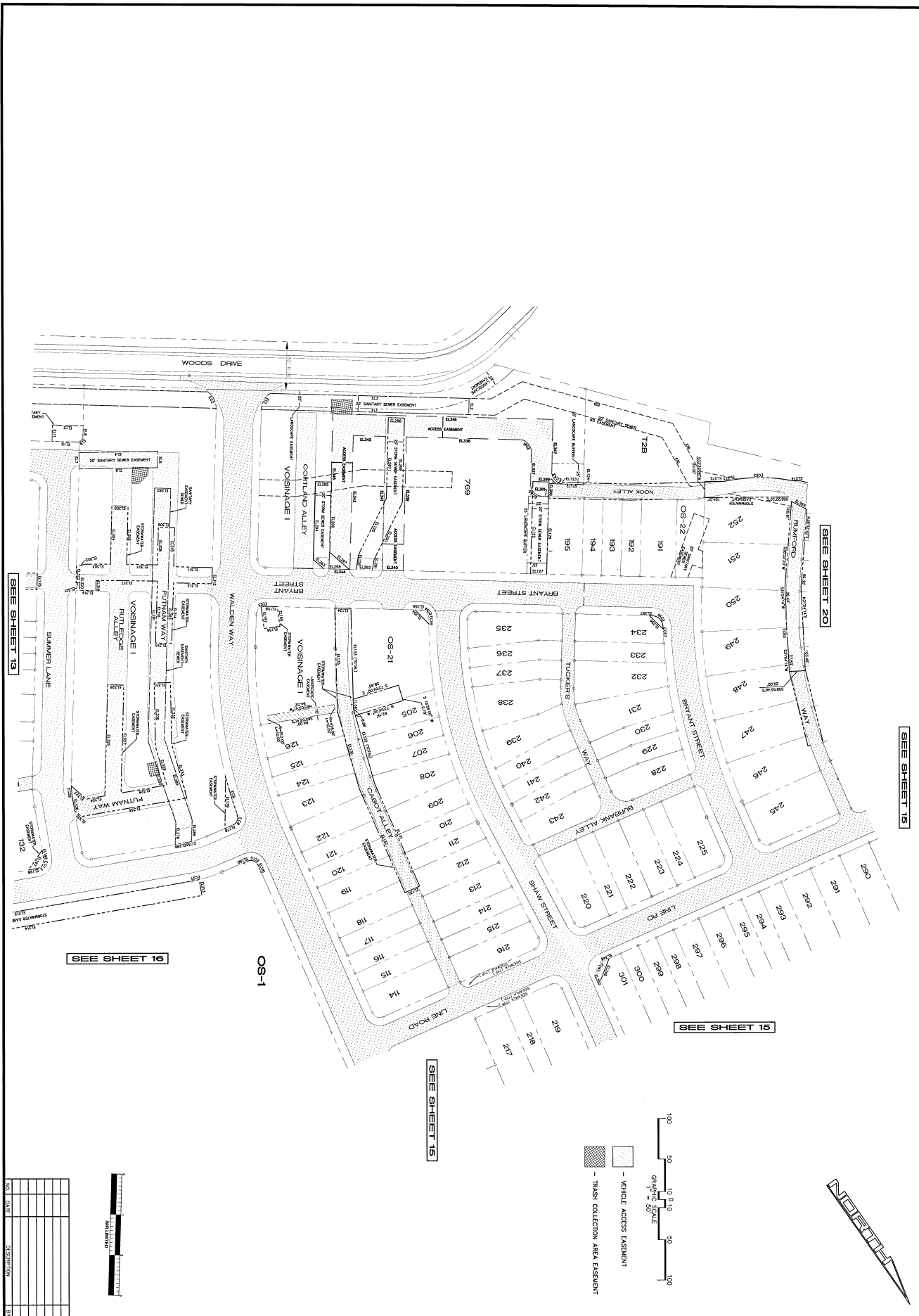
PROJECT NO.
 200808
 DRAWN BY
 SHANEY BOCK
 CHECKED BY
 COLE
 DATE
 02-13-2018
 SHEET
 13

PLATS AND PLANS
 EASEMENTS
WALDEN, A PLANNED COMMUNITY
 SILVER SPRING TOWNSHIP, CUMBERLAND COUNTY, PENNSYLVANIA

SEAL
 SEAL

ALPHA
 ALPHA CONSULTING ENGINEERS, INC.
 PLANNING • ENGINEERING • SURVEYING
 115 LIMCKILN RD., P.O. BOX 10
 NEW CUMBERLAND, PA 17070
 PHONE 717 770 - 2500
 FAX 717 770 - 6115
 WWW.ALPHACEI.COM

DESIGN : D.LAW
 DRAWN : H.A.W.
 CHECKED : R.A.C.
 DATE : 02-13-2018



NO.	DATE	REVISION

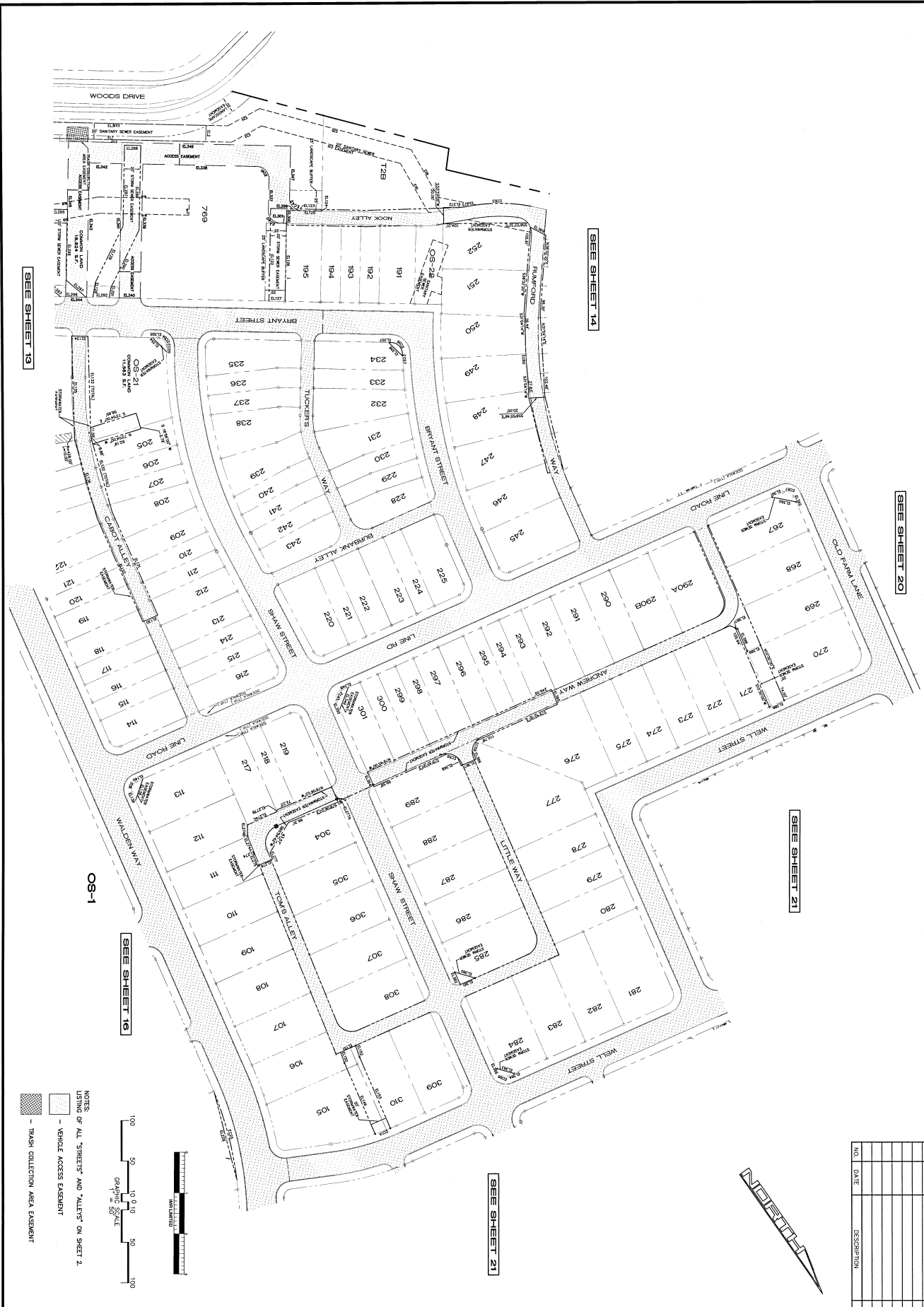
PROJECT NO. 240108
 SURVEY BOOK:
 SCALE: 1" = 50'
 DATE: 02-13-2018
 SHEET 14

FLATS AND PLANS EASEMENTS
WALDEN, A PLANNED COMMUNITY
 SILVER SPRING TOWNSHIP, CUMBERLAND COUNTY, PENNSYLVANIA

SEAL

ALPHA
 ALPHA CONSULTING ENGINEERS, INC.
 PLANNING • ENGINEERING • SURVEYING
 115 LIMEKILN RD., P.O. BOX 10
 NEW CUMBERLAND, PA 17070
 PHONE: 717-770-2500
 FAX: 717-770-2400
 WWW.ALPHACEL.COM

DESIGN: D.J.W.
 DRAWN: H.A.W.
 CHECKED: S.A.C.
 DATE: 02-13-2018



SEE SHEET 13

SEE SHEET 14

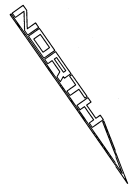
SEE SHEET 20

SEE SHEET 21

SEE SHEET 16

SEE SHEET 21

NOTES
 STRIP OF ALL 'STREETS' AND 'ALLEYS' ON SHEET 2.
 - VEHICLE ACCESS EASEMENT
 - TRASH COLLECTION AREA EASEMENT



NO.	DATE	DESCRIPTION	BY

PROJECT NO.
 20009
 DRAWN BY
 HAWK
 CHECKED BY
 R.A.C.
 DATE
 02-13-2008
 SHEET
 15

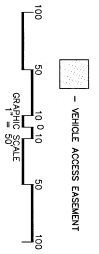
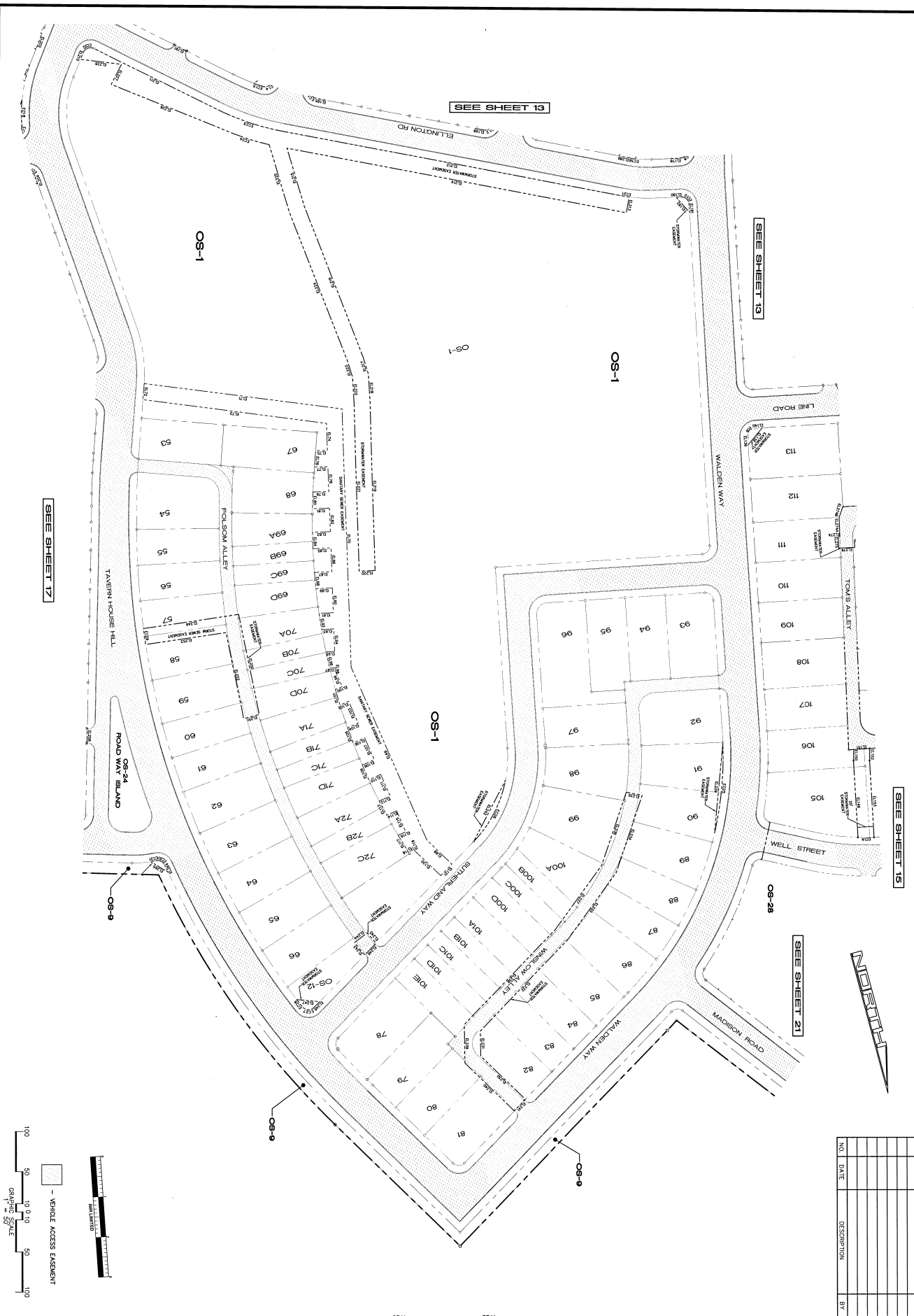
PLATS AND PLANS
 EASEMENTS
WALDEN, A PLANNED COMMUNITY
 SILVER SPRING TOWNSHIP, CUMBERLAND COUNTY, PENNSYLVANIA

SEAL

SEAL

ALPHA
 ALPHA CONSULTING ENGINEERS, INC.
 PLANNING • ENGINEERING • SURVEYING
 15 LIMERIKIN RD., P.O. BOX 63
 NEW CUMBERLAND, PA 17070
 PHONE 717 770 - 2600
 FAX 717 770 - 2600
 WWW.ALPHACEI.COM

DESIGN : D.J.M.
 DRAWN : HAWK
 CHECKED : R.A.C.
 DATE : 02-13-2008



PROJECT NO.
SILVER SPRING TOWNSHIP
SCALE: 1" = 50'
DATE: 02-13-2018
SHEET 16

PLATS AND PLANS
EASEMENTS
WALDEN, A PLANNED COMMUNITY
SILVER SPRING TOWNSHIP, CUMBERLAND COUNTY, PENNSYLVANIA

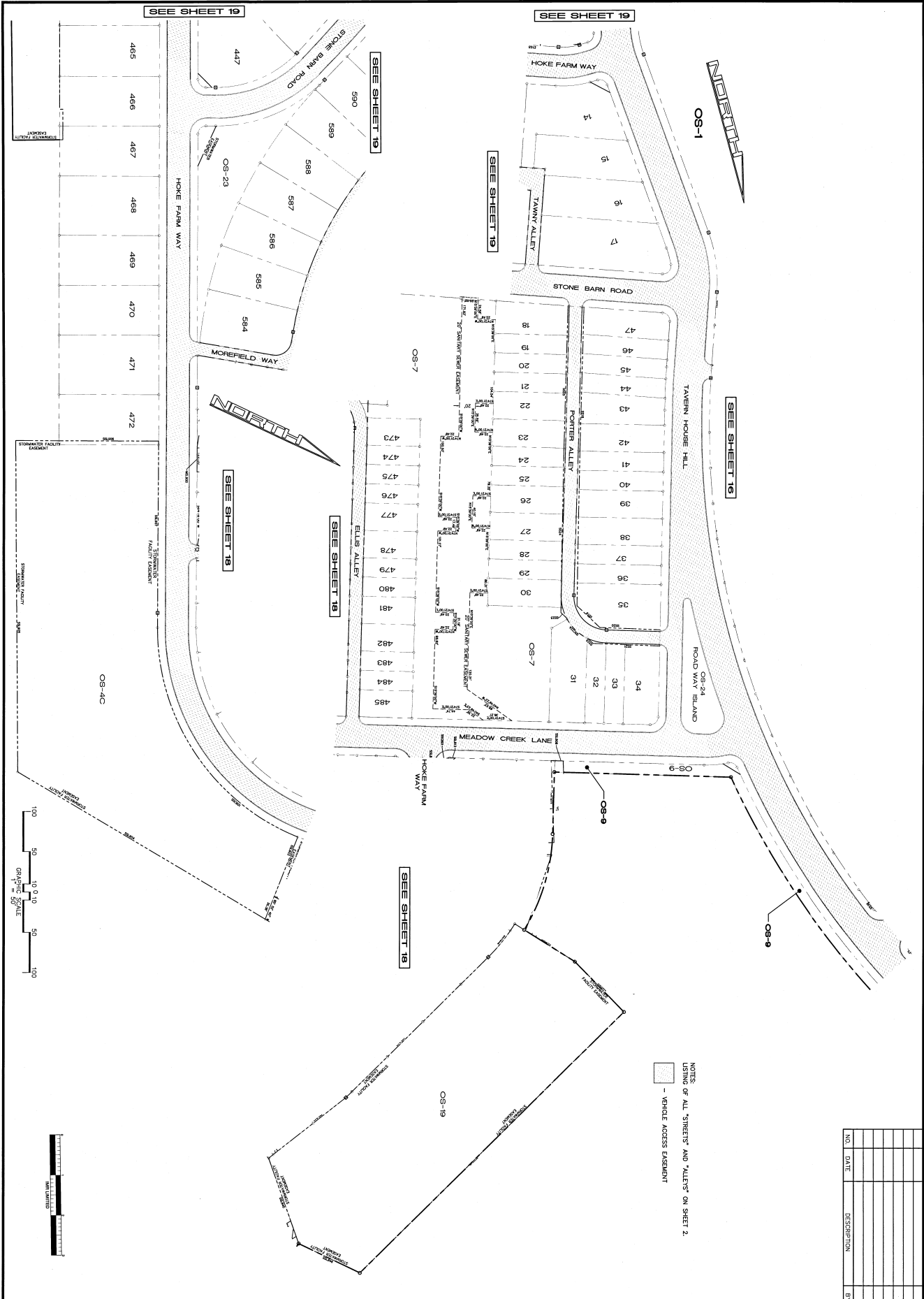
SEAL

SEAL

ALPHA
ALPHA CONSULTING ENGINEERS, INC.
PLANNING • ENGINEERING • SURVEYING
15 LIMEKILN RD., P.O. BOX 15
NEW CUMBERLAND, PA 17070
PHONE: 717/770-2500
FAX: 717/770-2400
WWW.ALPHACEI.COM

NO.	DATE	DESCRIPTION	BY

DESIGN: D.A.M.
DRAWN: H.A.W.
CHECKED: R.A.C.
DATE: 02-13-2018



NOTES:
 LISTING OF ALL STREETS AND ALLEYS ON SHEET 2.
 [Symbol] - VEHICLE ACCESS EASEMENT

NO.	DATE	DESCRIPTION	BY

DESIGN :	D.L.W.
DRAWN :	H.A.W.
CHECKED :	R.A.C.
DATE :	02-13-2018

PROJECT NO.	
SHEET NO.	17
SCALE :	1" = 50'
DATE :	02-13-2018

PLATS AND PLANS

WALDEN, A PLANNED COMMUNITY

SILVER SPRING TOWNSHIP, CUMBERLAND COUNTY, PENNSYLVANIA

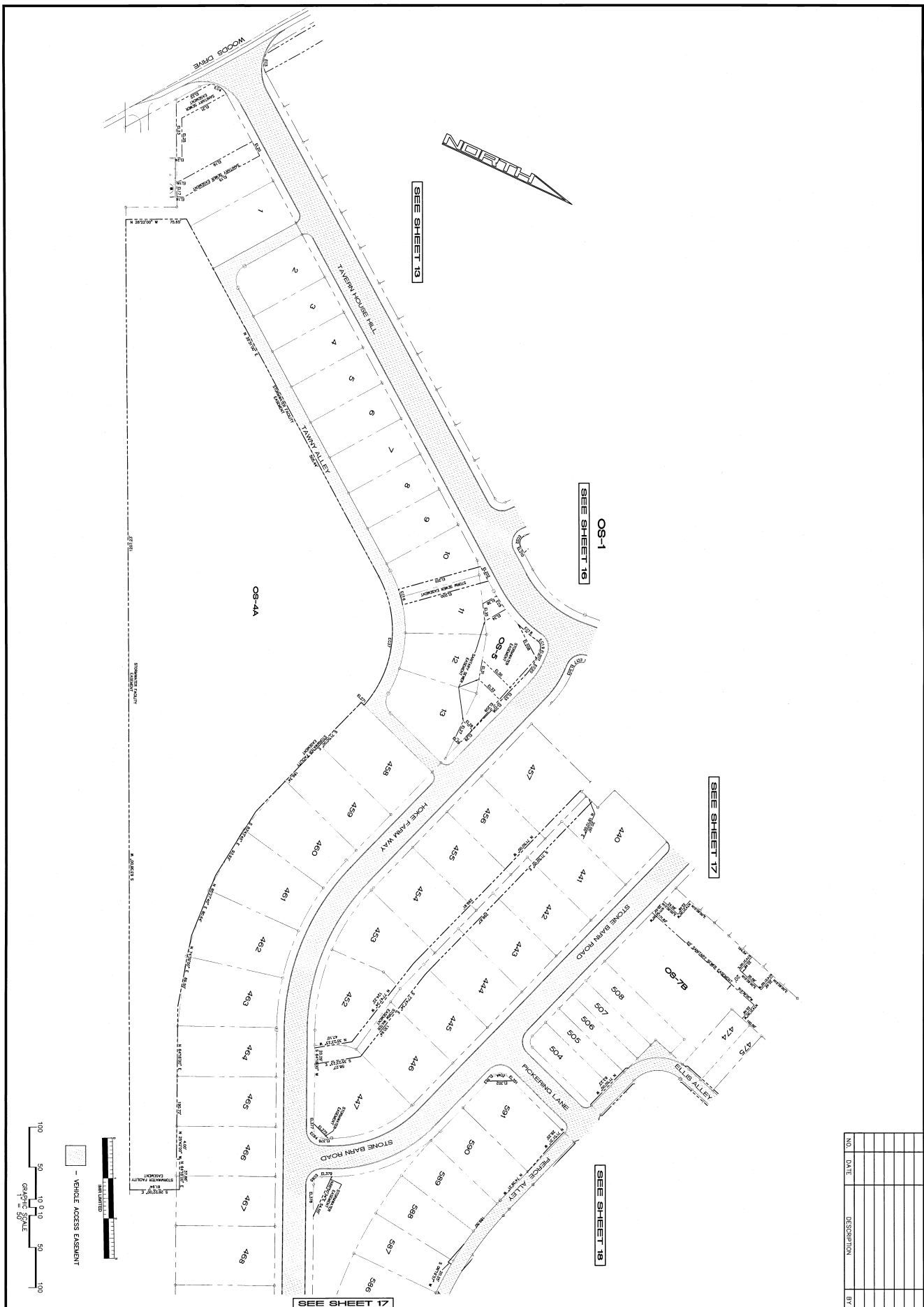
SEAL

SEAL

ALPHA

ALPHA CONSULTING ENGINEERS, INC.

PLANNING • ENGINEERING • SURVEYING
 15 LINEKILN RD., P.O. BOX 16
 NEW CUMBERLAND, PA 17070
 PHONE: 717-770-2500
 FAX: 717-770-2400
 WWW.ALPHACEL.COM



PROJECT NO. 2010108
 SURVEY BOOK:
 SCALE: 1" = 50'
 DATE: 02-13-2018
 SHEET 19

PLATS AND PLANS
 EASEMENTS
WALDEN, A PLANNED COMMUNITY
 SILVER SPRING TOWNSHIP, CUMBERLAND COUNTY, PENNSYLVANIA

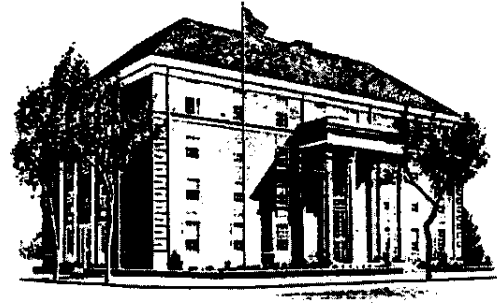
SEAL

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

NO.	DATE	DESCRIPTION	BY

DESIGN :	D.J.W.
DRAWN :	H.A.W.
CHECKED :	R.A.C.
DATE :	02-13-2018

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



**Instrument Number - 201805727
Recorded On 3/9/2018 At 4:08:47 PM**

*** Total Pages - 13**

*** Instrument Type - AMENDMENT
Invoice Number - 250484 User ID - SW
* Grantor - CHARTER HOMES AT WALDEN INC
* Grantee - CHARTER HOMES AT WALDEN INC
* Customer - MCNEES WALLACE & NURICK**

*** FEES**

STATE WRIT TAX	\$0.50
RECORDING FEES -	\$77.50
RECORDER OF DEEDS PARCEL CERTIFICATION FEES	\$15.00
COUNTY ARCHIVES FEE	\$2.00
ROD ARCHIVES FEE	\$3.00
TOTAL PAID	\$98.00

**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', written over the name of the Recorder of Deeds.

RECORDER OF DEEDS

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

