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Barnes Lane Development LLC
Decker Valley Estates

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RECORDER OF DEEDS

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DECLARATION FOR THE PLANNED COMMUNITY

OF

DECKER VALLEY ESTATES

**A PENNSYLVANIA PLANNED
COMMUNITY DEVELOPMENT**

DECLARANT

**BARNES LANE DEVELOPMENT, LLC, A PENNSYLVANIA LIMITED LIABILITY
COMPANY**

PURSUANT TO THE PROVISIONS OF THE PENNSYLVANIA UNIFORM
PLANNED COMMUNITY ACT, 68 Pa. C.S. § 5101, et seq.

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ARTICLE I: SUBMISSION/DEFINED TERMS

Section 1.1 Declarant; Property; County; Name

Declarant, **Barnes Lane Development, LLC**, as owner in fee simple of the real property located in Potter Township, Centre County, Pennsylvania (collectively “Municipalities”, in its singular tense, Municipality shall mean Potter Township), having a legal perimeter description as provided in the attached **Exhibit “A”** (“Property”), submits the Property, including all current and future easements; rights; appurtenances; and improvements to the Uniform Planned Community Act, 68 Pa. C.S.A. §5101, *et seq.* (“Act”) and creates a Planned Community on the Property, to be known as **Decker Valley Estates, a Planned Community** (“Community”).

Section 1.2 Defined Terms

All capitalized terms used in this Declaration shall have the meaning given to them in the Index of Defined Terms, attached as **Exhibit “B”**. Any term used in this Declaration, but not defined in Exhibit B, shall have the meaning as provided by Section 5103 of the Act.

ARTICLE II: DESCRIPTION AND BOUNDARIES

Section 2.1 The Community

The Community shall consist of Units, Common Elements, and any easements, rights and appurtenances belonging thereto, all of which are shown and identified on the Planned Community Declaration Plat, attached as **Exhibit “C”** (“Plan”).

Section 2.2 Units

- 2.2.1 Each Unit shall consist of a subdivided single-family residential Lot.
- 2.2.2 The boundaries of each Unit, including the Unit’s identifying number, are shown on the Plan.
- 2.2.3 The maximum number of Units created by the Subdivision shall be fourteen (14) total residential Units, all located on 44.06 acres of land.
- 2.2.4 All Units are expected to be completed in one (1) phase.

Section 2.3 Percentage Interests, Votes, and Common Expense Liabilities

- 2.3.1 Attached as Exhibit “D” is a list of all Units by their identifying Numbers and Percentage Interest appurtenant to each Unit. The Percentage Interest appurtenant to each Unit is a fraction, the numerator of which is one and the denominator of which is the total number of Units in the Planned Community.

2.3.2 The share of Common Expense Liability appurtenant to each Unit shall be in proportion to its Percentage Interest.

2.3.3 Each Unit Owner shall have one (1) vote in the Association per Unit Owned.

ARTICLE III: COMMON ELEMENTS

Section 3.1 Common Facilities

Without limiting the general definition of Common Facilities as defined in Section 5103 of the Act, the following portions of the Property are designated as Common Facilities:

Any areas shown and identified as such on the Plan and any amendment subsequently created.

Section 3.2 Limited Common Facilities

Without limiting the general definition of Limited Common Facilities as defined in Section 5103 of the Act, the following portions of the Property are designated as Limited Common Facilities:

Any areas shown and identified as such on the Plan and any amendment subsequently created.

Section 3.3 Controlled Facilities

Without limiting the general definition of Controlled Facilities as defined in Section 5103 of the Act, the following portions of the Property are designated as Controlled Facilities:

- a) *Stormwater Management Facilities.* Except as may be otherwise provided herein, the Stormwater Management Facilities (including Detention Basins) located within the Storm Water Management Easements shown on the Plan shall be Controlled Facilities.
- b) *Streets.* To the extent not dedicated, the Streets depicted on the Plan shall be Controlled Facilities.

Section 3.4 Limited Controlled Facilities

Without limiting the general definition of Limited Controlled Facilities as defined in Section 5103 of the Act, the following portions of the Property are designated as Limited Controlled Facilities:

Any other areas shown and identified as such on the Plan and any amendment subsequently created.

Section 3.5 Changes by Executive Board

Subject to the limitation herein, the Executive Board may make any additions, alterations, or improvements to the Common Elements which it deems necessary, in its judgement.

ARTICLE IV: EASEMENTS

Section 4.1 Grant of Easements

The Property and any portion, Lot, Unit, or Building therein, shall be owned, held, transferred, conveyed, assigned, sold, leased, occupied, used and enjoyed subject to the easements set forth in this Article and any and all other easements of record. Subject to the appropriate approvals by the Municipalities, the Declarant reserves unto itself, its successors and assigns, the right to relocate, change or modify from time to time, the location of any easement either granted or reserved herein.

Section 4.2 Recorded Easements

All easements, licenses and other encumbrances upon the Property and appurtenant to or included in the Community or to which any portion of the Community is or may become subject, are provided as follows:

- a) Easements and rights-of-way created by this Declaration and/or shown on the Plan.
- b) Any restrictions on use, occupancy and alienations contained within this Declaration.
- c) Declaration of Wetland Protection Easement Covenant and Restrictions dated September 3, 2025 and recorded at Centre County RBV 2335, p 515.
- d) The following easements of record which have or will be modified or amended to conform to this Declaration:
 - a. Declaration of Private Right of Way and Maintenance Agreement dated September 3, 2025 and recorded at Centre County RBV 2335, p 516;
 - b. Declaration of Private Right of Way and Maintenance Agreement dated September 3, 2025 and recorded at Centre County RBV 2335, p 508;
 - c. Declaration of Permanent Utility Access and Maintenance Agreement dated September 3, 2025 and recorded at Centre County RBV 2335, p 514;
 - d. Declaration of Storm Water Management and Maintenance Agreement recorded at Centre County RBV 2335, p 507.

Section 4.3 Owner Easements

With respect to the Property, every Owner and the Owner's successors and assigns, shall have the following easements:

- a) *Access to Lot.* Subject to the provisions of this Declaration, the Bylaws, Rules and Regulations and applicable law, and as shown on the Plan, a perpetual and non-exclusive easement for access to and enjoyment of an Owner's Lot by the Owner, the Owner's invitees, guests, tenants and lessees via the Streets shown on the Plan.
- b) *Utility Access.* Subject to the provisions of this Declaration including Section 4.6 and Section 4.7, the Bylaws, Rules and Regulations and applicable law, and as shown on the Plan, a perpetual and non-exclusive easement for utility access to an Owner's Lot via the Utility Easements shown on the Plan.
- c) *Stormwater.* Subject to the provisions of this Declaration, the Bylaws, Rules and Regulations and applicable law, and as shown on the Plan, the right to discharge stormwater from the Owner's Lot via the Storm Water Easements shown on the Plan.

Section 4.4 Declarant Easements

In addition to the easements provided by Sections 4.2 and 4.3 of this Declaration and Section 5216 (easement for encroachment), Section 5217 (Declarant offices, models, and signs), and Section 5218 (easement to facilitate completion, conversion, and expansion) of the Act, the following Declarant easements are hereby created:

- a) *Common Elements.* Declarant reserves the right to place one or more models, management offices, and sales offices on any Lot owned by Declarant, and in conjunction therewith use the Common Elements in such manner as Declarant deems appropriate for access and sales activities incidental thereto. Declarant shall have the right to remove any such models, management offices, and/or sales offices at any time up to thirty (30) days after Declarant ceases to be a Unit Owner.
- b) *Signs.* Subject to any limitation in the Declaration, Declarant may maintain signs in the Declarant's Units or on the Common Elements advertising Units in the Planned Community owned by the Declarant for sale or lease.
- c) *Units.* Declarant shall have the right to locate, relocate, and maintain offices and models used only in connection with management of or sale or rental of Units owned by the Declarant in the Planned Community, in Declarant-owned Units in the Planned Community notwithstanding the fact that the Declaration would otherwise preclude use of the Units for such purposes, but subject to all other provisions in the Declaration, including

without limitations, modification, or elimination of the Declarant's rights under this subsection by specific reference thereto.

- d) *Inspection, Service and Remedy.* In addition, the Declarant hereby reserves the irrevocable right to enter into, upon, over and under any Lot or Unit for such purposes as may be reasonably necessary for the Declarant or its agents to service such Lot or Unit, to inspect such Unit or Lot, to remedy any violation of law and to perform any operations required in connection with the maintenance, repair or replacement of the Lot Common Facilities or any facilities or equipment affecting or serving the Common Facilities, provided that requests for entry are made in advance and that 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.
- e) *Declarant's Easement to Correct Drainage.* Declarant reserves an easement on, over, and under those portions of the Common Elements and/or Limited Common Elements on a Lot for the purpose of maintaining and correcting drainage of surface water in order to maintain reasonable standards of health, safety, and appearance. The easement created by this Section 4.4(e) expressly includes the right to cut any trees, bushes, or shrubbery, to grade the soil, to install piping, or to take any other action reasonably necessary to achieve this purpose, following which Declarant shall restore the affected property as closely to its original condition as practicable; however, if such trees, bushes or shrubbery are deemed, in the Declarant's sole discretion, to adversely affect the drainage of surface water, the Declarant will be under no obligation to replace such trees, bushes or shrubbery.
- f) *Easement for Construction and Maintenance of Building.* In connection with work performed by Declarant within Unit title lines, incidental encroachments upon the Common Elements and/or Limited Common Elements as a result of the use of ladders, scaffolding, barricades, and similar facilities resulting in temporary obstruction of portions of the Common Elements and/or Limited Common Elements shall be permitted as long as the encroachments caused by such construction, maintenance, or repair work are reasonable and work is being diligently pursued. The Common Elements and/or Limited Common Elements may be utilized for ingress and egress of vehicles transporting construction materials, equipment, and personnel and for temporary storage of materials and vehicles being used in connection with the construction, repair, maintenance, and rebuilding of Building and related improvements, subject to all of the other terms of this Declaration.
- g) *Easement for Construction and Maintenance of Common Elements.* In connection with work performed by Declarant within Unit title lines, incidental encroachments upon the Common Elements and/or Limited

Common Elements as a result of the use of ladders, scaffolding, barricades, and similar facilities resulting in temporary obstruction of portions of the Common Elements and/or Limited Common Elements shall be permitted as long as the encroachments caused by such construction, maintenance, or repair work are reasonable and work is being diligently pursued. The Common Elements and/or Limited Common Elements may be utilized for ingress and egress of vehicles transporting construction materials, equipment, and personnel and for temporary storage of materials and vehicles being used in connection with the construction, repair, maintenance, and rebuilding of Building and related improvements, subject to all of the other terms of this Declaration.

- h) *Easement for Construction and Maintenance.* Declarant reserves an easement on, over, and under the Property for the construction and maintenance of the Common Elements including, without limitation, the construction and maintenance of Streets, Utilities, and Storm Water Facilities.

Section 4.5 Association Easements

The Association shall have the following easements for the benefit of the entire Community:

- a) *Maintenance of Common Elements.* A perpetual and exclusive easement over the entire Property for the maintenance of the Common Facilities or Controlled Facilities, including that which currently or may hereafter encroach upon a Lot.
- b) *Stormwater Management Easements on Specific Lot.* There is hereby reserved for the benefit of the Association and each of the Units in the Community, perpetual, non-exclusive easements as shown on the Plan for the free and uninterrupted natural flow and drainage of surface waters over the easement area and into any stormwater detention basins, pipes, swales, channels or other natural or artificial means to convey surface waters from any portion of the Property. The Declarant shall also have the right to assign the easement reserved pursuant to 4.4(e) above to the Association, with any such assignment to be in writing.
- c) *Inspection and Remedy.* The Executive Board or any manager or managing agent, or their respective agents or employees shall have the perpetual and non-exclusive right of access to each Lot and Unit (i) to inspect same, (ii) to remedy any violations of the provisions of this Declaration, the Bylaws or any Rules and Regulations of the Association, and (iii) to perform any work required in connection with the maintenance, repairs or replacements of or to the Common Facilities or any equipment, facilities or fixtures affecting or serving other Lot(s) or Unit(s) or Common Facilities; 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.

Section 4.6 Utility Easements

Any utility company or entity furnishing utility service, including master or cable television or electronic security service to the Property, its agents and employees shall have a blanket, perpetual and non-exclusive easement to enter the Property, or any part thereof, to read meters, service or repair utility lines and equipment and do everything and anything else necessary to properly maintain and furnish utility service to the Property. The Declarant (during the period of Declarant Control) and the Association may grant any such easements in their discretion, subject to terms that reasonably provide for and protect the interests of the Community. The easements created in this Section 4.6 shall include, without limitation, rights of Declarant, or the providing utility or service company, or governmental agency or authority to install, lay, maintain, repair, relocate, and replace gas lines, pipes, and conduits, water mains and pipes, sewer and drain lines, telephone wires and equipment, television equipment and facilities (cable or otherwise), electric wire, conduits and equipment, and ducts and vents over, under, through, along, and on the Units and Common Elements and/or Limited Common Elements. Notwithstanding, the foregoing provisions of this Section 4.6, unless approved in writing by the Unit Owner(s) affected thereby, any such easement through a Unit shall be located (i) within the Utility Easements depicted on the Plan, (ii) in substantially the same location as such facilities of similar facilities existed at the time of the first conveyance of the Unit by the Declarant, or (iii) so as not to materially interfere with the use or occupancy of the Unit by its occupant.

Section 4.7 Reciprocal Non-exclusive Easement for use of Utility Systems

Subject to compliance with applicable laws and regulations, and subject to obtaining the prior written consent of the Executive Board, which consent will not be unreasonably withheld, delayed, or conditioned, the Common Elements, shall be and are hereby made subject to a permanent, mutual, reciprocal, non-exclusive easement and right to tie into (and maintain and repair such tie in), and use sanitary and storm sewers, water lines, and other utilities as may be constructed on Common Elements and/or Limited Common Elements for the mutual and reciprocal benefit of the Units, provided that such use shall not overburden such utilities or unreasonably interfere with the use thereof by the Owner and occupants of other Units. The Association shall have the right to dedicate any utilities to the public utility or other property entity.

Section 4.8 Easement in Favor of Municipality

Each Municipality, its agents and employees, shall have the irrevocable right and easement to have access to the Common Facilities to perform such activities as may be necessary to complete, maintain, repair or replace the Common Elements in the event that the Declarant or Association fails to do so. In addition, each Municipality, its agents and employees, shall have the irrevocable right and easement to have access to the Community to carry out the corrective or remedial orders of any governmental authority having jurisdiction over the Community at the cost of the Association, upon at least ten (10) days prior written notice of any such order to the Association, in the case of a corrective or remedial order affecting the Common Elements, or to a Unit Owner,

where such corrective or remedial order affects a Unit, except in the case of an emergency. Without limiting the generality of the foregoing, the Municipality shall have easement rights over the Stormwater Management Easements for access, inspection and maintenance purposes. In the event the Declarant or Association shall fail to properly maintain the Stormwater Management Easements, then, in the case of the Association, the Association shall be required to reimburse the Municipality for any repair, maintenance or replacement costs borne by the Municipality and the Municipality shall have the right to place a lien on each Unit for the cost of such remedial maintenance. The rights of each Municipality provided herein shall be at the sole discretion of each Municipality and shall not impose any obligation on the Municipality to exercise any rights granted herein.

ARTICLE V: CONSTRUCTION OF COMMUNITY

Section 5.1 Declarant to Construct Community

Declarant has agreed to construct the improvements to the Community and Common Elements in accordance with the Plan that has been approved by the Municipality (as the Plan may be amended or modified). In the exercise of its rights and obligations under the Plan, Declarant has reserved the rights contained in this Article and in this Declaration.

Section 5.2 Completion of Common Facilities

The Declarant will complete the Common Elements not later than the last conveyance by Declarant of a Unit included in the Community. The Declarant guarantees completion of these Common Elements that are indicated on the Plat as "MUST BE BUILT". Further, Declarant is not providing any third- party guarantee, bond, escrow, letter of credit, or other mechanism to assure completion of the Common Facilities and the only guarantee of completion is Declarant's own guarantee.

Section 5.3 Conveyance of Common Facilities

All Common Facilities (if any) consisting of land not required by the Plan to be improved, graded or disturbed in any way from their natural state will become Common Facilities upon the recording of this Declaration. All other Common Facilities (if any) will become Common Facilities upon substantial completion of any required improvement, grading or disturbance as required by the Plan and the Municipality. This provision shall be self-operative and no further evidence of conveyance shall be required, however, upon request of Declarant, the Association shall acknowledge the Common Facilities as they exist from time to time.

Section 5.4 Period of Declarant Control

- 5.4.1. The Period of Declarant Control shall begin with the filing of this Declaration and shall end as provided in sub-section 5.4.5 below.
- 5.4.2. Until the sixtieth (60) day after the conveyance of twenty-five percent (25%) of the Units to Unit Owners other than Declarant, Declarant shall

have the right to appoint and remove any and all officers and members of the Board.

- 5.4.3 Not later than sixty days after the conveyance of twenty-five percent (25%) of the Units to Unit Owners other than Declarant, at least one member of the Board, but not less than twenty-five percent (25%) of the Board, shall be elected by Owners other than Declarant, as provided in the Bylaws.
- 5.4.4 Not later than sixty days after the conveyance of fifty percent (50%) of the Units to Unit Owners other than Declarant, not less than thirty-three percent (33%) of the Board shall be elected by Owners other than Declarant, as provided in the Bylaws.
- 5.4.5 This period of Declarant Control shall terminate not later than the earlier of (i) seven (7) years after the date of the first conveyance of a Unit; or (ii) sixty (60) days after seventy-five percent (75%) of the Units have been conveyed to Owners other than the Declarant; or (iii) two years after Declarant has ceased to offer Units for sale in the ordinary course of business. At that time, all members of the Board appointed by the Declarant shall resign, and the Owners shall elect successor members as provided herein and in the Bylaws.
- 5.4.6 Declarant may not unilaterally remove any members of the Board elected by the Unit Owners.

Section 5.5 Reservation of Special Declarant Rights

Declarant hereby reserves to itself all Special Declarant Rights as defined in Section 5103 of the Act and as defined in this Declaration, including but not limited to, the right to:

- a) Complete improvements indicated on the Plan;
- b) Maintain offices and signs in the Community;
- c) Use easements through the Common Facilities or Controlled Facilities for the purpose of making improvements in the Community; and
- d) Appoint or remove an officer of the Association or master association or an executive board member during any period of declarant control.

Section 5.6 Reservation of Rights for Models and Offices

Declarant reserves the right, on behalf of itself and its sales agents, customers and representatives, to the nonexclusive use of the Common Elements, without charge, for sales, display, access, ingress, egress and exhibit purposes, for offices and for models. Declarant may also maintain such offices and models in Units that have been constructed but not transferred by the Declarant or in trailers placed by Declarant on the Common Elements. Declarant shall have the right to remove part or all of any such offices, models or other improvements at any time up until sixty days after

the conveyance of the last Unit owned by Declarant in the Community.

Section 5.7 Non-Interference with Declarant

Declarant or its representatives, successors or assigns will undertake the work of constructing Units and completing the Common Elements. The completion of that work and the sale, rental or other disposal of Units is essential to the establishment and welfare of the Property as a residential community. As used in this Section and its subparagraphs, the words "its representatives, successors and assigns" specifically do not include purchasers of Units. In order that Declarant's work may be completed and the Community established as a fully occupied residential community as rapidly as possible, no Unit Owner shall do anything to interfere with, and nothing in this Declaration shall be understood or construed to:

- a) *Completion of Work on Lots.* Prevent or interfere with Declarant, its representatives, successors or assigns, or its contractors, subcontractors or suppliers, from doing, on any Lot owned by them, whatever they determine to be necessary or advisable in connection with the completion of said work, including, without limitation, the alteration of its construction plans and designs as Declarant deems advisable in course of development.
- b) *Structures on Lots.* Prevent or interfere with Declarant, its representatives, successors or assigns from erecting, constructing and maintaining on any Lot, or portion thereof, owned or controlled by Declarant, or its successors or assigns or its contractors, subcontractors or suppliers, such structures as may be reasonably necessary for the conduct of its or their business or completing said work and establishing the Community as a residential community and disposing of the same in Units by sale, lease or otherwise.
- c) *Other Improvements on Lots.* Prevent or interfere with Declarant, its representatives, successors or assigns, or its contractors, subcontractors or suppliers, from conducting on any Lot, or any portion thereof, owned or controlled by Declarant, or its representatives, successors or assigns, their business of developing, subdividing, grading and constructing Units and other improvements in the Community Property and of disposing of Units thereon by sale, lease or otherwise.
- d) *Signage on Lots.* Prevent or interfere with Declarant, its representatives, successors or assigns, or their contractors, subcontractors or suppliers, from maintaining such sign or signs on any Lot owned by the Declarant, or controlled by any of them as may be necessary, including, without limitation, safety and Lot identification signs in connection with the sale, lease or other marketing of Units in the Property.
- e) *Grant Utility Rights.* Prevent or interfere with Declarant, at any time prior to acquisition of title to a Unit by an Owner, from granting any additional licenses, reservations and rights-of-way to itself, to utility companies, or to

others as may from time to time be reasonably necessary to the proper development and marketing of the Community.

ARTICLE VI: COMMUNITY GOVERNMENT

Section 6.1 Association

The Association is the governing body for all of the Owners and, except as otherwise provided in this Declaration, is responsible for the maintenance, repair, replacement, cleaning, sanitation, management, operation and administration of the Common Elements and the making of any additions or improvements to the Common Facilities and Controlled Facilities. The Association shall have all powers granted to it by the Act and by law, including without limitation the power to assign its right to future income, including its right to receive common expense assessments, in those circumstances reasonably determined to be necessary by the Executive Board. The duties of the Association shall be undertaken as provided herein and, in the Bylaws, but nothing herein contained shall be construed so as to preclude the Association from delegating any of these duties to a manager or agent or to another Person subject to the authority of the Executive Board. The Common Expenses incurred or to be incurred for the maintenance, repair, replacement, insurance, administration, management, operation and use of the Common Elements and the making of any additions or improvements to the Common Elements shall be assessed by the Association against, and collected from, the Owners in accordance with Article XIII hereof and the Act.

Section 6.2 Membership in Association

- 6.2.1 *Membership.* Owners shall become members of the Association upon acceptance of the deed to their Unit. Membership in the Association shall be limited to the Owners of the Community.
- 6.2.2 *Rights and Privileges.* Every Owner as a member of the Association shall be entitled to all of the rights and shall be bound by all of the obligations accompanying membership, provided that any Owner who is holding the interest in a Unit merely as security for the performance of an obligation shall not be a member.
- 6.2.3 *Voting Power.* Each Unit in the Community shall have one vote. When more than one Person holds an interest or interests in any Unit, all such Persons shall be members, and the vote for such Unit shall be exercised as provided in this Declaration and in the Bylaws.
- 6.2.4 *Good Standing.* Only those Owners in good standing and entitled to vote shall be considered "Owners" for purposes of (i) obtaining a quorum, or (ii) determining the percentage of Owners voting on a matter, or (iii) voting on a matter. An Owner shall be deemed to be "in good standing" and "entitled

to vote" at any annual meeting or at any special meeting of the Association if, and only if, he shall have fully paid all Assessments made or levied against the Owner and against his Unit by the Executive Board together with all interest, costs, attorneys' fees, penalties and other expenses, if any, chargeable to the Owner and against his Unit, at least five (5) days prior to the date fixed for such annual or special meeting

- 6.2.5 *Leaseholds.* In the event an Owner shall lease or permit another to occupy his Unit in accordance with the provisions of this Declaration, the tenant or occupant shall be permitted to use the Common Elements of the Association (subject however to such limitations on such use as would be applicable to the Owner) but shall not vote in the affairs of the Association except as the Owner shall permit the tenant or occupant to exercise by proxy its vote as a member.
- 6.2.6 *Termination of Membership.* Every lawful transfer of title to a Unit shall include membership in the Association and, upon making such transfer, the previous Owner's membership shall automatically terminate. Except as otherwise expressly provided herein or in the Act, membership in the Association may not be assigned or transferred without the transfer of legal title to a Unit and any attempt at such assignment or transfer thereof shall be void and of no effect.
- 6.2.7 *Sale of Unit.* Membership in the Association shall automatically terminate when an Owner sells, transfers or otherwise conveys his Unit.

Section 6.3 Executive Board

- 6.3.1 *Executive Board.* There shall be an Executive Board for the Association. The number of Executive Board members of the Association shall be five (5).
- 6.3.2 *Directors.* Subject to the provisions of the Act, this Declaration and the Bylaws, the Executive Board shall have the power to act on behalf of the Association. The Executive Board shall initially consist of three members appointed by the Declarant. The initial Directors shall be appointed, removed and replaced from time to time by the Declarant without the necessity of obtaining resignations.
- 6.3.3 *Control.* The right of the Declarant to appoint Directors and the period of declarant control of the Association shall be subject to the provisions of Section 5.4 above.

Section 6.4 Organization of Other Advisory Committees

The Executive Board may create such advisory committees as it may from time to time determine to be necessary or helpful in the management of the affairs of the Community. Each such committee shall have such members, rights, powers and responsibilities as the Executive Board may determine in its sole discretion.

Section 6.5 Non-Liability of Board or Committee Members

6.5.1 *Standard of Conduct*

- a) In the performance of their duties, the officers and members of the Executive Board, and any other advisory committee thereof, shall stand in a fiduciary relation to the Association and shall perform their duties, including duties as members of any committee of the Board upon which they may serve, in good faith, in a manner they reasonably believe to be in the best interests of the Association and with such care, including reasonable inquiry, skill and diligence, as a person of ordinary prudence would use under similar circumstances;
- b) In discharging the duties of their respective positions, the Executive Board members and officers may, in considering the best interests of the Association, consider the effects of any action upon employees, upon suppliers of the Association, upon communities in which the Planned Community is located, and all other pertinent factors. The consideration of those factors shall not constitute a violation of the standards described above;
- c) Absent breach of fiduciary duty, lack of good faith or self-dealing, actions taken as an Executive Board member or officer, or any failure to take any action shall be presumed to be in the best interest of the Association.

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

- a) One or more other officers or employees of the Association whom the officer of Executive Board member reasonably believes to be reliable and competent in the matter presented;

- b) Counsel, public accountants, or other persons as to matters which the officer or member of the Executive Board reasonably believes to be within the professional or expert competence of such person;
- c) A committee of the Executive Board upon which he does not serve, duly designated in accordance with law, as to matters, within its designated authority, which committee the officer or member of the Executive Board reasonably believes to merit confidence.

An officer or member of the Executive Board shall not be considered to be acting in good faith if he has knowledge concerning the matter in question that would cause his reliance to be unwarranted.

- 6.5.3 *Limited Liability.* No Executive Board member or officer, in his capacity as such, shall be personally liable for monetary damages for any action taken or any failure to take any action, unless (s)he breached or failed to perform the duties of his office under the standards described above; provided, however, that the provisions of this Section 6.5.3 shall not apply to the responsibility or liability of an Executive Board member or officer pursuant to any criminal statute or to the liability of an Executive Board member or officer for the payment of taxes pursuant to local, state, or law.
- 6.5.4 *Indemnification.* To the extent permitted under Pennsylvania law, each member of the Executive Board, in his capacity as an Executive Board member, officer, or both, shall be indemnified by the Association against all expenses and liabilities, including attorney's fees, reasonably incurred by or imposed upon him in connection with any proceeding in which he/she may become involved by reason of his being or having been a member and/or officer of the Executive Board, or any settlement of any such proceeding, whether or not he is an Executive Board member, officer, or both, at the time such expenses are incurred, except in such cases wherein such Executive Board member and/or officer is adjudged to be in breach of the standards of conduct described above; provided that, in the event of a settlement, this indemnification shall apply only if and when the Executive Board (with the affected member abstaining if he is then an Executive Board member and/or officer) approaches such settlement and reimbursement as being in the best interests of the Association; and provided further that, indemnification hereunder with respect to any criminal action or proceeding is permitted only if such Executive Board member and/or officer had no reasonable cause to believe his conduct was unlawful. This indemnification by the Unit Owners set forth in Section 6.5.4 shall be paid by the Association on behalf of the Unit Owners and shall constitute a Common

Expense and shall be assessed and collectible as such. Such right of indemnification shall not be deemed exclusive of any other rights to which such Executive Board member and/or officer may be entitled as a matter of law or agreement or by vote of the Unit Owners or otherwise. To the extent permissible under Pennsylvania law, expenses incurred by an Executive Board member and/or officer in defending a civil or criminal action, suit, or proceeding shall be paid by the Association in advance of the final disposition of such action, suit, or proceeding upon the request of the Executive Board member and/or officer, after the Association has received an undertaking by or on behalf of such person to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Association.

- 6.5.5 *Directors and Officers Insurance.* The Executive Board shall obtain and maintain insurance to satisfy the indemnification obligation of the Association and all Unit Owners set forth in Section 6.5.4 above, if and to the extent available, at reasonable cost.

ARTICLE VII: ARCHITECTURAL REVIEW

Section 7.1 Regulated Activities

No building, fence, wall, or other structure or improvement (including but not limited to sheds and swimming pools) shall be commenced, erected, installed or maintained upon the Owner's Lot, nor shall any exterior addition, change or alteration (including any exterior painting or finish to any Building be made which alters the external appearance of their Lot) prior to submitting an application requesting the review and approval of the improvement by the Executive Board. The intent of such approval is to ensure that all structures in the Community shall exist in general harmony and character with each other and the topography, vegetation and other natural features. Notwithstanding the above, the Executive Board shall have no power or authority with respect to Units still owned or any improvements made by the Declarant.

Section 7.2 Review Fees

The Executive Board may require that a fee be paid to the Association for the review work of the Executive Board in an amount designated by the Board not to exceed \$150.00. Further, the Executive Board may require reimbursement of out-of-pocket expenses, up to \$350.00, reasonably incurred in performing its obligations.

Section 7.3 Submission of Plans; Approval or Disapproval

- 7.3.1 *Standards.* The Executive Board may prepare and promulgate reasonable standards and procedures governing all proposed alterations and improvements by Owners, and the necessary review and approval by the

Executive Board or any committee to which such powers have been delegated.

- 7.3.2 *Submission of Plans.* Each Owner shall submit to the Executive Board its plans and specifications showing the nature, kind, shape, height, materials, finish, colors and location of the Owner's proposed change, alteration or addition (the "Improvements") to the Building or Lot.
- 7.3.3 *Additional Information.* The Executive Board shall have the right to request additional information, plans and materials concerning any proposed Improvements.
- 7.3.4 *Time for Review.* In the event the Executive Board fails to approve, with or without conditions, or deny the application within forty-five days from the date all plans and specifications, including all additional information, plans and materials which may be requested by the Executive Board, have been submitted, then the application will be deemed to have been approved.
- 7.3.5 *Review and Enforcement.* The Executive Board shall review the plans to determine, inter alia, whether the Improvements are harmonious and compatible with the Lots in the Community. The Declarant, the Association and the Executive Board, on behalf of the Association, shall have the power and the right to enforce the decisions made regarding proposed Improvements in courts of competent jurisdiction, including but not limited to the power and right to enjoin the construction of any Improvement and the power and right to order the removal of any Improvement.
- 7.3.6 *Standards for Review.* The Executive Board shall review and approve or disapprove all plans submitted to it for any proposed improvement, alteration or addition, solely on the basis of aesthetic considerations and the overall benefit or detriment which would result to the immediate vicinity and the Community Property generally. The Executive Board shall take into consideration the aesthetic aspects of the architectural designs, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features, but shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of, any plan or design from the standpoint of structural safety or conformance with building or other codes. Approval shall not be unreasonably denied.
- 7.3.7 *Variance.* The Executive Board may authorize variances from compliance with any of the architectural provisions of this Declaration or any supplemental Declaration, including restrictions upon height, size, floor area or placement of structures, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental consideration may require. Such variances must be evidenced in writing, must be signed by at least a simple majority of the

members of the Executive Board, and shall become effective upon approval by the Executive Board. If such variances are granted, no violation of the covenants, conditions and restrictions contained in this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration for any purpose, except as to the particular property and particular provision hereof covered by the variance, nor shall it affect in any way the Unit Owner's obligation to comply with all governmental laws and regulations affecting his or her use of the premises, including, but not limited to, zoning ordinances and lot setback lines or requirements imposed by any governmental or municipal authority.

7.3.8 *Municipal Approval.* Notwithstanding anything to the contrary contained herein, any construction shall be subject to all rules, regulations and ordinances of the Municipality, including the issuance of a building permit where applicable.

7.3.9 *Non-Applicability to Declarant.* The rights granted to the Executive Board are intended to preserve the aesthetic appeal of the Community once it has been constructed by Declarant. This Section does not grant to the Executive Board the right to review and approve or disapprove any work being performed by Declarant. However, the Executive Board shall have the right to review and approve the proposed alterations or improvements of any other Owner, once the Unit has been conveyed by the Declarant.

ARTICLE VIII: MAINTENANCE

Section 8.1 Maintenance Responsibilities

The Units, including improvements constructed thereon, shall be maintained and repaired by each Unit Owner, and the Common Elements as defined in this Declaration shall be maintained and repaired by the Association in accordance with the provisions of Section 5307 of the Act, except as expressly set forth to the contrary in this Declaration or the By-Laws.

Section 8.2 Maintenance Obligations of Owners

Each Owner shall be obligated, at its cost and expense, to maintain and repair its Unit, and any sidewalk fronting their Unit (if any), in a neat, safe, sanitary and attractive condition, in good order and repair and in accordance with all applicable restrictions, conditions, ordinances, code and any Rules and Regulations which may be applicable hereunder or under law. Each Owner's maintenance responsibility shall include but not be limited to mowing and proper maintenance and any and all lawns and landscaping as well as the removal of snow from any and all sidewalks (if any) and driveways on their Unit. In the event that a Unit is not so maintained, the Association shall have the right to enter upon the Unit to maintain the same, after giving the Unit Owner at least fifteen (15) days written notice to cure any maintenance problems or deficiencies. In the event

that the Association exercises its right of entry for maintenance purposes, the Association shall have the right to assess the particular Unit Owner for the cost of such maintenance.

Section 8.3 Maintenance Obligations of Association

In general, the Association shall have the obligation to maintain all Common Elements located on the Property. The expenses of same shall be Common Expenses. All Common Maintenance Obligations shall be performed at such times and in such manner as shall be determined by the Executive Board or by any applicable governmental approvals or regulations.

ARTICLE IX: USE RESTRICTIONS

Section 9.1 Declarant Exemption

The provisions of this Article are intended to restrict certain uses that may be harmful or affect the ambience or aesthetic appeal of the Community to be constructed by Declarant. The restrictions are not intended to prohibit Declarant from performing such work as may be necessary in the completion of the work contemplated by the Plan. The restrictions of this Article shall therefore not be binding upon the Declarant in the performance of any work in the Community, whether that work is required by the Plan or not.

Section 9.2 Compliance with Plan

No use of any Unit shall be made which is contrary to the Plan approved by the Municipality, or such changes or amendment to the Plan as may from time to time be properly approved by the Municipality. Each Owner and all Units shall be bound by all provisions of such Plan including but not limited to all notes thereon, as well as easements and other matters shown on said Plan or amendments to said Plan.

Section 9.3 Plans and Specifications and Approved Builders

No construction, including excavation or site preparation, shall begin upon any Lot, residence or accessory building, nor shall any major alterations be made to the exterior of any existing building, until the plans and specifications showing size, shape, floor plans, materials, colors, location, elevations and disposition of fill shall have been submitted to and approved by the Declarant prior to the formation of the Executive Board, and shall be submitted and approved by the Executive Board after its formation. The intent of such approval is to ensure that all structures at the Property shall exist in general harmony and character with each other and the topography, vegetation and other features of the Community. The Declarant has established a list of approved builders to safeguard the integrity of the Community. All new home construction must be completed by an approved builder. The list of approved builders may be supplemented or amended from time to time by the Declarant. This Section 9.3 shall not apply to Units owned by the Declarant.

Section 9.4 Rules and Regulations

The Executive Board may, from time to time, promulgate reasonable Rules and Regulations that do not conflict with the provisions of this Declaration, concerning the use and enjoyment of the Property.

Section 9.5 Restricted Uses

The following uses and improvements are prohibited or restricted unless hereinafter specifically permitted with the prior approval of the Declarant or the Association:

- a) *No Alteration of Common Elements.* Except for work done by the Declarant in connection with the construction and marketing of Units, nothing shall be built, caused to be built or done in or to any part of the Property which will alter or cause any alteration to the Common Elements without the prior written approval of the Executive Board and the Declarant. The Declarant's approval shall be required until one (1) year after the conveyance by the Declarant of the last Unit.
- b) *Quiet Enjoyment.* No Unit Owner or occupant of any Unit shall carry on, or permit to be carried on, any practice on his Unit or on the Property which unreasonably interferes with the quiet enjoyment and primer use of another Unit or the Common Facilities by the Owner or occupant of any other Unit, or which creates or results in a hazard or nuisance on the Property.
- c) *No Obstruction in Common Elements.* Owners or occupants may not obstruct the Common Elements in any way including, but not limited to, interfering with any stormwater drainage. Owners or occupants may not store anything in or on the Common Facilities without the prior written approval of the Executive Board.
- d) *Local Ordinances.* No activity not permitted by the present zoning or other applicable laws or ordinances shall be pursued on any Unit, at any time. No Unit Owner shall permit his Unit to be used or occupied for any prohibited purpose.
- e) *Rubbish; Outdoor Storage.* No portion of the Property shall be used or maintained as a dumping ground for rubbish, trash, new or used lumber or wood, metal scrap, garbage or other waste, except that such material may be kept in the Lot or in areas of the Property designated for this purpose by the Declarant (in connection with its construction) or by the Executive Board, provided that these materials are kept in sanitary containers in a clean and sanitary condition. Unit Owners shall place these containers for collection only in the designated areas and only the night before or on the day these refuse materials are to be collected. Empty containers shall be removed promptly after collection.

- f) *Subdivision or Partition of Lot.* Except for the Declarant, no Lot Owner may subdivide or partition his Lot.
- g) *Work Affecting Common Facilities.* No Owner shall perform or permit to be performed any work to any portion of his Unit, which work may require access to, over or through Common Facilities or other Lots without the prior consent of the Executive Board (and the Declarant for two years after the sale by the Declarant of the last Lot in the Community) except in the case of an emergency. All such work may only be performed by a Person who shall deliver to the Executive Board prior to commencement of such work, in form satisfactory to the Executive Board:
 - i. Releases of the Executive Board and the Association for all claims that such Person may assert in connection with such work.
 - ii. Indemnities of the Executive Board and the Association, holding each and all of them harmless from and against any claims asserted for loss or damage to persons or property, including, but not limited to, Common Facilities or other Lots.
 - iii. Certificates of insurance, including liability and workmen's compensation coverage, in amounts reasonably acceptable to the Executive Board.
 - iv. All other information and protections which the Executive Board may reasonably require.
- h) *No Further Regulation of Declarant Property.* Nothing herein shall give the Executive Board authority to regulate, control or determine external design, appearance, use or location of portions of the Property under development, or to be developed, or Units under construction, or to be constructed, marketed or sold by the Declarant.
- i) *Restrictions on Use of Common Facilities.* The Executive Board may prohibit or restrict the use of the Common Facilities from time to time, on a non-discriminatory basis, if and to the extent required for safety or other valid reasons.
- j) *Time-Share Estates.* None of the Units may be owned in time-share estates.
- k) *Residential Use.* The Units are restricted to residential use and may not be used for any other purposes except for accessory uses that are customarily incidental to the residential use, provided that any such use conforms with the applicable zoning regulations of the pertinent Municipality, as they may be amended from time to time.

- l) *Lighting.* Any exterior lighting installed on the Units must either be indirect or of such controlled focus and intensity that it does not disturb the residents of the Property. The source of illumination must be shielded so as not to be visible from any location off the Unit. Except for exterior lighting installed by the Declarant as part of the lighting package provided by it to Owners, no exterior lighting may be installed by Owners without the prior written approval of the Architectural Committee and compliance with the Rules and Regulations.
- m) *Temporary Structure.* No used, previously created, or temporary house structure or house trailer, and no temporary, nonpermanent outbuilding may be placed, erected, or allowed to remain on the Units, Limited Common Elements, or Common Elements, except removable sheds (see subsection q below) or any temporary structure placed, erected, or allowed to remain on the Common Elements by the Declarant or during construction activities approved as provided in this declaration.
- n) *Clotheslines.* No clotheslines may be erected nor may laundry be hung to dry on any patio or otherwise outside.
- o) *Overhead Wires.* Overhead wires, including, but not limited to, electrical, telephone, and television cable wires may not be installed on or outside of a Unit by any person or entity. Any exterior wires must be buried beneath the ground. The Declarant and the Association, however, have the power to waive this restriction regarding overhead wires. Any such waiver must be in writing and, if necessary, approved by the Municipality.
- p) *Radio antennae, television antennae, satellite dishes.* No exterior radio antennae, television antennae, satellite dishes or other signal receptors of any type may be erected or maintained anywhere on the Common Elements. An antenna or dish may be installed on a Unit, as long as the antenna or dish is not visible from any street or sidewalk adjacent to such Unit and such antenna or dish must be mounted to the home consistent with the Rules and Regulations. Any signal receptors installed in or on a Unit will be subject to the following restrictions, subject to any additional requirements or restrictions of, or rights permitted by, the FCC or any other applicable governmental agency:
 - i. Only one antenna or satellite dish will be permitted per Unit;
 - ii. No satellite dish may be greater than one meter in diameter;
 - iii. Any external installation must be colored to match the surrounding or background structure;
 - iv. Any such structure must be kept in good repair;

- v. The Association has the right to establish additional rules and regulations as to locations and screening of any externally placed signal receptor not in conflict with FCC regulations.
- q) *Fencing and Sheds.* No fence shall be permitted in front yards. No fence shall exceed six (6) feet in height. The fence may be made of wood in neutral colors, or a neutral-colored white PVC. No fences made of chain-link or stockade shall be permitted. The materials used for any fence shall be subject to approval by the Declarant prior to the formation of the Executive Board, and shall be submitted and approved by the Executive Board after its formation. A shed for the purpose of storing gardening/lawn equipment, etc. is permitted, so long as it is temporary and placed upon a non-permanent foundation. Said shed shall not exceed twenty-four (24') feet by twenty-four (24') feet, shall be constructed of the same materials and colors as the residence on the property, and shall be new when installed. The shed and fences must comply with all zoning regulations. Gazebos are permitted but may not be used for the purpose of storage. No outdoor wash lines of any type are permitted.
- r) *Storm doors.* Only full view storm doors are permitted, provided they are neutral in color. No other style storm door is permitted in the development.
- s) *Porch Furniture.* Deck furniture is permitted on decks or rear patio only. Deck furniture is not permitted on the lawn area. The front porch furniture must be white, beige or black and must be contained on the front porch. No bright colors or plastic is permitted.
- t) *Hoses.* All hoses must be contained in decorative freestanding hose containers or in attached or freestanding hose reels while not in use. All hoses and freestanding reels must be stored inside the Owner's unit.
- u) *House Numbers.* House numbers must be visible at all times. House numbers are provided by the builder and replacement of these numbers must be the same finish, font and size as the existing house numbers.
- v) *Vehicles and Trailers.* No commercial vehicles of any kind, except for work related pickup trucks/vans (no box trucks) of the Owner shall be lodged, parked or maintained on or adjacent to the subject premises. Exterior storage of campers, boats, motorcycles, ATV's, trailers or like structures and/or items shall be permitted on subject premises for a total period not to exceed seven days in a given year. These vehicles are permitted to be stored in garages. This shall not apply to builders' vehicles engaged in construction or sport utility vehicles. Non-operational vehicles or any other vehicle which current registration plates and inspections stickers are not displayed must be parked in a closed garage. No Owner may conduct any restoration

or major repairs on any motor vehicle upon any portion of the property or street.

- w) *Parking on Grass.* Parking on the grass is not permitted. Parked vehicles are not to block any sidewalks and/or driveways. Parked vehicles are not to impair or deny access to other Owners' driveways.
- x) *Awnings.* Retractable awnings may be installed by a licensed and insured contractor. The awnings may be placed in the rear of the home over decks or patios with a maximum size of 14' 0" deep x 18' 0" wide and must be solid in color, retractable in design and operation, with no support posts (permanent or temporary) and made of fabric. (Acceptable colors are available through the Association). The top of the hood is to fit parallel to the horizontal bottom edge of the siding approximately nine feet above the interior floor. The front bar shall finish approximately seven feet above the deck floor. The wall brackets must be installed in such a way as to avoid compressing the vinyl siding. The outside edge of the hood cannot be placed beyond the outside edge of the deck railing. The projection of the awning cannot extend more than one foot beyond the front edge of the deck. Owners must follow the Municipality's Ordinances. A copy of a certificate of insurance for all contractors must be provided to the Association in advance of the installation.
- y) *Drilling and Mining.* No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any Lot.
- z) *Animals.* No animals, livestock or poultry of any kind shall be raised, bred, or kept in any dwelling or on any Lot, except that dogs, cats or other domesticated household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose. Family pets must be kept primarily within the dwelling. Pets must be either leashed or otherwise contained by the Owner when leaving their Unit. Fencing to contain pets shall be limited to underground electronic fencing or other fencing permitted in this document and by the municipal zoning ordinance. In addition, scoopers must be used to collect animal excrement. No more than a total of four family pets are allowed per Unit.
- aa) *Protective Screening.* Wherever, on any easement within any Lot, the Declarant has placed or may hereafter plant screening material, the Lot owner shall maintain such material intact and neither the Association nor the Owner shall remove any part thereof or add to the same.

bb) *No Interference with Right of Way, Spray Irrigation or Drainage Facilities.* No grading, landscaping or excavation or driveway installation shall be done, installed or constructed on any Lot in a manner that burdens, damages or interferes with drainage along, across or under the road right-of-way, or which interferes with any spray irrigation on lot drainage swales, pipes, berms, basins or other drainage facilities of any type or which does not comply with the Plan. Each Owner shall further protect and refrain from damaging or causing any defect in any spray irrigation on-lot drainage swales, pipes, berms, basin or other Stormwater Management Facilities of any type, and failure to so protect and refrain from damaging shall constitute a violation of such Owner's duties to the Association and to the Municipality under and pursuant to this Declaration. If an Owner fails to properly protect or causes any damage to any such facilities and fails to correct such defect or damage within thirty (30) days after notification to do so by the Association of the existence of such defect or damage, the Association shall have the right to enter upon any Lot for the purpose of effecting repairs or rebuilding of any damaged drainage facility, and to assess the cost thereof against the Owner of such Lot, and to enforce such assessment in accordance with the provisions of this Declaration.

cc) *Sight Distances at Intersections.* All Units located at the intersection of roads shall be subject to sight easements that prohibit plantings that may obstruct sight lines. No wall or shrub planting which obstructs sight lines at elevations between two and six feet above the roadway shall be placed on any corner Unit within the triangular area formed by the street property lines and a line connecting them at a point twenty-five feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. No tree shall be permitted to remain within the distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of the sight lines. In the event any applicable law, ordinance or regulation imposes a more restrictive requirement for maintaining sight distances at intersections, then the more restrictive requirement shall govern.

dd) *Pools.* No above-ground swimming pools shall be located on any Lot.

ee) *Detached Garages.* Detached garages shall be permitted only if located on the rear 1/3 of a Lot, shall be on a permanent foundation with concrete floor, shall be constructed of the same materials and colors as the residence on the property, and shall be new when installed. The detached garage must comply with all zoning regulations without obtaining a variance.

ARTICLE X: AMENDMENT OF DECLARATION

Section 10.1 Amendment Generally

This Declaration, including the Plats and Plans, may be amended only by vote of at least sixty-seven (67%) percent of the Unit Owners of the Association, except unanimous consent of all Unit Owners affected shall be required to create or increase Special Declarant Rights, alter the terms or provisions governing the completion or conveyance or lease of Common Facilities, or increase the number of Units or change in the boundaries of any Unit, the Common Expenses, Liability, or voting strength in the Association allocated to a Unit, or the uses to which a Unit is restricted. No Declaration provisions pursuant to which Declarant has been granted any right or exemption including any provision in 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 Section shall not apply to amendments executed by a Declarant under Section 5210 (e) or (f) (relating to Plats and Plans), Section 5211 (a) (relating to conversion and expansion of Flexible Planned Communities), Section 5212 (a) (relating to withdrawal or Withdrawable Real Estate), or amendments executed by the Association under Section 5107 (relating to eminent domain), Section 5209 (relating to Limited Common Elements), Section 5215 (relating to subdivision or conversion of Units), or amendments executed by certain Unit Owners under Section 5209 (b) and Section 5214 (a) (relating to relocation of boundaries between Units), Section 5215 and Section 5220 (b) (relating to termination of Planned Community). The requirements of the storm water management system established herein may not be amended.

Section 10.2 Technical Corrections

If any amendment to the Declaration is necessary in the judgment of the Executive Board to cure an ambiguity, correct or supplement any provision of the Declaration, including Plats and Plans, that is defective, missing, or inconsistent with any other provision of the Declaration or Act or conform to the requirements of any agency or entity that has established national or regional standards with respect to loans secured by mortgages or deeds of trust or Units in Planned Community or so called "PUD" projects, such as Federal National Mortgage Association and the Federal Home Loan Mortgage Corporation, the Executive Board may effect an appropriate corrective amendment without approval of the Unit Owners or the holders of liens on the Planned Community, upon receipt of an opinion from independent legal counsel to the effect that the proposed amendment is permitted by the terms of the Section 5219 of the Act.

ARTICLE XI: LEASING

Section 11.1 Declarant Rights to Lease

Declarant reserves the right to lease any and all of the Units owned by Declarant subject only to the provisions of this Section.

Section 11.2 Conditions to Leasing

No Unit Owner shall be permitted to lease his Unit unless such Unit Owner has complied with the relevant provisions of this Declaration, the Bylaws and any applicable Rule and Regulations of the Association. All leases must be in writing for a term not to be less than three(3) months and approved by the Association, which approval shall not be unreasonably withheld. At no time shall

a Unit be leased to more than three (3) unrelated parties. Notwithstanding the foregoing, a Unit Owner may lease his or her Unit for seven (7) days or less ("Short-Term Lease"); however, the Unit Owner shall not lease the Unit to the same tenant for more than two (2) consecutive Short-Term Leases. Unit Owner is permitted to use third party servicers such as VRBO or Airbnb for said Short-Term Leases. Short-Term Leases do not require approval of the Association. All leases shall provide that the lessee shall be subject in all respects to the provisions of this Declaration, the Bylaws and the Rules and Regulations of the Association, as may from time to time be promulgated by the Executive Board. The leasing of a Unit shall not affect the liability of the Unit Owner with respect to his obligations under this Declaration, the Bylaws and such Rules and Regulations.

Section 11.3 Tenant Obligations

In the event the Unit Owner shall fail to pay any Assessment levied by the Executive Board against a leased Unit, and such failure to pay continues for ten (10) days, the Executive Board shall so notify the lessee of such Unit in writing of the amount due and, within fifteen (15) days after the date of such notice, the lessee shall pay to the Association the amount of such unpaid Assessment, subject however to Section 11.4. The amount of such unpaid Assessment paid to the Association by lessee after the nonpayment by the Unit Owner shall be credited against and shall offset the next monthly rental installment due to the Unit Owner following the payment by the lessee of such Assessment to the Association.

Section 11.4 Limitation on Tenant Obligation

In no event shall the lessee be responsible to the Association for any amount of unpaid Assessment during any one month in excess of one monthly rental installment.

Section 11.5 Notice in Lease

The inclusion of Sections 11.2 and 11.3 in a lease or addendum to a lease for the rental of a Unit shall be a condition precedent to the approval of such lease by the Executive Board.

ARTICLE XII: INSURANCE

Section 12.1 Casualty Insurance

12.1.1 *Coverage.* Commencing not later than the time of the first conveyance of a Unit to a person other than the Declarant, the Association may, in its sole discretion, insure any other property, whether real or personal, owned by the Association, against the loss or damage by fire and such other hazards as the Association may deem desirable, with the Association as the owner and beneficiary of such insurance.

12.1.2 *Disposition of Proceeds.* The insurance coverage with respect to the Common Elements shall be written in the name of, and the proceeds thereof shall be payable to, the Association. The insurance proceeds shall be used by the

Association for the repair or replacement of the property for which the insurance was carried. Premiums for all insurance carried by the Association are Common Expenses included in the Common Assessment made by the Association. In the event of damage to or destruction of any part of the Common Elements, the Association shall repair or replace the same from the insurance proceeds available. If such insurance proceeds are insufficient to cover the cost of repair or replacement of the property damaged or destroyed, the Association may make a Special Assessment against all Unit Owners to cover the additional costs of repair or replacement not covered by the insurance proceeds, in addition to any other Common Assessments made against such Owners.

Section 12.2 Liability

Insurance to be Maintained by Association. Commencing not later than the time of the first conveyance of a Unit to a person other than the Declarant, the Association shall cause to be maintained comprehensive general liability insurance coverage covering all occurrences commonly insured against for death, bodily injury and property damage arising out of or in connection with the use, ownership or maintenance of the Common Elements. The limits of such policies and other policy terms shall be as determined by the Board, but in no event less than \$1,000,000 per occurrence, \$3,000,000 aggregate. Liability insurance shall include medical payments insurance.

Section 12.3 Additional Endorsements

All policies obtained pursuant to the provisions of Section 12.1 and Section 12.2 shall:

- a) Provide that the Association or its authorized representatives shall be the sole adjuster of any losses;
- b) Contain waivers of all rights of subrogation;
- c) Provide that the coverage afforded to any insureds shall not be affected by the acts or omissions of any one or more other insured;
- d) Provide that such policy shall not be canceled or modified without thirty (30) days' prior written notice to all whose interests are covered thereby.

Each policy shall designate that insurance proceeds for the loss shall be payable to the Association and not to any mortgagee, and shall otherwise comply with the provisions of Section 5312 of the Act.

Section 12.4 Other Insurance

The Association shall cause to be maintained workers' compensation insurance and employer's liability as required by law for any employees of the Association. The Association shall cause to be maintained directors' and officers' liability insurance, to the extent reasonably available.

Section 12.5 Waiver of Subrogation and Release

Subject to the provisions of this Article, each Unit Owner and the Board hereby waives and releases any and all claims which he or it may have against any other Owner, the Association, the Board and members thereof, the Declarant and its respective employees and agents, for damage to the Common Elements, the Units or to any personal property located in the Units or Common Elements, caused by fire or other casualty or any act or omission of any such party, to the extent that such damage is covered by property or casualty insurance. Such release and waiver shall be valid only if such release or waiver does not affect the right of the insured under the applicable insurance policy to recover thereunder. In no event shall insurance obtained and maintained by the Association and by individual Owners be the subject of any action for contribution.

Section 12.6 Insurance Underwriting Standards

The Association reserves the right from time to time to implement any requirements that may be imposed or suggested by insurance underwriters of those companies that actually provide any of the coverages maintained by the Association on the Community.

ARTICLE XIII: BUDGETS, ASSESSMENTS AND COLLECTIONS.

Section 13.1 Creation of Lien and Personal Obligation of Assessments

Each Unit Owner by acceptance of a deed for a Unit, whether or not it is so expressed in such deed, is deemed to covenant and agree to pay to the Association its proportionate share as shown on Exhibit "D": (i) Common Assessments for Common Expenses, and (ii) Special Assessments. Each such assessment, together with interest, costs, and reasonable attorneys' fees (if the assessment is not timely paid), will be the personal obligation of the person who was the Unit Owner of the Unit at the time when the assessment fell due, and if the assessment remains unpaid, the entire outstanding balance of the assessment will become effective as a lien against the Unit from the due date of the delinquent installment pursuant to Section 5315 of the Act. Subject to provisions of this Declaration protecting first Mortgagees, the personal obligation for delinquent assessments as disclosed in the Resale Certificate will pass to the successors-in-title of the Unit Owner. The Executive Board will establish one or more separate accounts ("Operating Fund") into which will be deposited all assessments paid to the Association, and from which disbursements will be made, as provided herein, in the performance of functions by the Association under the provisions of this Declaration.

Section 13.2 Power to Assess

The Association, acting through the Executive Board in accordance with the Bylaws, has the power to fix and determine, from time to time, the sum or sums necessary and adequate to provide for the

General Common Expenses, including, but not limited to, any amounts that are necessary for uncollectible assessments, budget deficits, any reserves that are hereinafter described, and any additional reserves that the Executive Board may deem necessary or prudent, and any other expenses specifically provided for in the Act, this Declaration, or the Bylaws. The Executive Board will establish one or more separate accounts (each, an "Operating Fund") into which will be deposited all such assessments paid to the Association, and from which disbursements will be made, as provided herein, in the performance of functions by the Association under the provisions of this Declaration. Upon the initial transfer of title from the Declarant to a non-Declarant purchaser of each Unit, the Association will collect from the purchasers and purchasers will pay to the Association an amount equal to a minimum of two (2) months estimated General Common Expense liability, which will be deposited into an Operating Fund. No Unit Owner is entitled to a refund of these monies by the Association upon the subsequent conveyance of the Unit or otherwise. The Association also has the right to impose a capital improvement fee on the resale or transfer of Units in any amount it deems appropriate from time to time, in accordance with and subject to the provisions of Section 5302(a)(12) of the Act.

Section 13.3 Date of Commencement of Annual Assessment

Annual Assessments provided for herein will commence upon conveyance of a Unit to a third-party purchaser for value from the Declarant. **The Declarant will not be responsible for Annual Assessments on Units not yet sold to an unrelated third-party purchaser for value unless the Declarant uses a Unit as a model home or sales office.** The Executive Board will arrange for the preparation of an annual balance sheet and operating statement reflecting income and expenditures of the Association for each fiscal year (which shall initially be a calendar year unless changed in accordance with the Bylaws), including deposits in and withdrawals from the Operating Fund, and distribute a copy of each such statement to each Member, and to each first Mortgagee who has filed a written request for copies of it with the Executive Board, in the manner provided in the Bylaws of the Association. At least thirty (30) days prior to the beginning of each fiscal year, the Executive Board will prepare and distribute the Budget to the Unit Owners.

Section 13.4 Surplus

The Budget of the Association will segregate capital expenses from General Common Expenses. Any amounts accumulated from Common Assessments and Special Assessments and income from the operation of the Common Elements to which General Common Expenses pertain in excess of the amount required for actual General Common Expenses will be paid into the Capital Reserve Fund.

Section 13.5 Reserves

The Association will establish an adequate reserve fund for material capital expenditures, and repairs and replacement of those Common Elements that are anticipated to require replacement, repair, or major repair on a periodic basis. There will be no separate reserve for material capital expenditures. The Capital Reserve Fund will be maintained in an account separate and apart from the Operating Fund. The Capital Reserve Fund will be funded by annual payments made as a part

of the Common Assessment, and any capital improvement fee that the Executive Board may impose as authorized by the Act.

Section 13.6 Special Assessments

If the Budget proves to be insufficient to cover the actual General Common Expenses for the related fiscal year for any reason (including, by way of illustration and not limitation, any Unit Owner's nonpayment of his or her assessment), the Executive Board has the power, at any time (and from time to time) it deems necessary and proper, to levy one or more Special Assessments against each Unit Owner.

Section 13.7 Payment of Assessments

Each Owner must pay all assessments levied by the Association. Such assessments will be due and payable on an annual basis as designated by the Executive Board.

Section 13.8 Failure to Fix New Assessments

If the Executive Board fails to fix new Annual Assessments for General Common Expenses for the subsequent fiscal year before the expiration of any fiscal year, the Unit Owners will continue to pay the same sums they were paying for the Annual Assessments during the fiscal year just ended and these sums will be deemed to be the new Annual Assessments for the succeeding fiscal year. If the Executive Board changes the Annual Assessment at a later date, the new Annual Assessment will be treated as if it were a Special Assessment under this Declaration.

Section 13.9 No Exemption by Waiver

No Unit Owner may exempt himself or herself from liability with respect to the General Common Expenses by waiver of the enjoyment of the right to use any of the Common Elements or by the abandonment of his or her Unit or otherwise.

Section 13.10 Liability Related to Assessments

- a) All sums assessed by the Association as an Annual Assessment or Special Assessment will constitute the personal liability of the Unit Owner of the Unit so assessed and also will, until fully paid, constitute a lien against the Unit pursuant to Section 5315 of the Act. The Association may take action for failure to pay any assessment or other charges pursuant to Sections 5314 and 5315 of the Act. Any assessment, or installment thereof, not paid within five (5) days after due will accrue, and any delinquent Unit Owner must pay, a late charge in the amount of five percent (5%) of the overdue assessment or installment in addition to interest at the rate of fifteen percent (15%) per annum or any greater amount permitted by applicable law from the date the assessment was due. In addition to any late charges assessed in accordance with Section 5314 of the Act or this Declaration, the delinquent Unit Owner will be obligated to pay (i)

any fines that may be assessed for nonpayment of fees and assessments, and (ii) all expenses of the Executive Board, including reasonable attorneys' fees, incurred in the collection of the delinquent assessment by legal proceedings or otherwise, and (iii) any amounts paid by the Executive Board for taxes or on account of superior liens or otherwise to protect its lien. These expenses and amounts, together with accrued interest, will be deemed to constitute part of the delinquent assessment and will be collectible as such.

- b) Notwithstanding anything provided above (but subject to the provisions of Section 5407(c) of the Act), upon the voluntary sale, conveyance, or any other voluntary transfer of a Unit or any interest therein, the grantee will be jointly and severally liable with the grantor for all unpaid Annual Assessments and Special Assessments that are a charge against the Unit as of the date of consummation of the sale, conveyance, or transfer, but such joint and several liability will be without prejudice to the grantee's right to recover from the grantor the amount of any unpaid Annual Assessments and Special Assessments that the grantee may have paid, and until any of the Annual Assessments and Special Assessments are paid, they will continue to be a lien against the Unit, which may be enforced in the manner set forth in Section 5315 of the Act.

c) CONFESSION OF JUDGMENT

IN ORDER TO EXPEDITE THE EXECUTIVE BOARD'S COLLECTION OF ANY DELINQUENT ASSESSMENT, EACH UNIT OWNER (BY ACCEPTANCE OF THE DEED TO HIS UNIT) SHALL BE DEEMED TO HAVE APPOINTED ANY ONE OR MORE EXECUTIVE BOARD MEMBERS, THE ATTORNEY-IN-FACT FOR SUCH UNIT OWNER TO CONFESS JUDGMENT AGAINST SUCH UNIT OWNER IN ANY COURT OF COMPETENT JURISDICTION IN PENNSYLVANIA, FOR ANY SUCH UNPAID ASSESSMENTS, WHICH APPOINTMENT (BEING FOR SECURITY) SHALL BE IRREVOCABLE; AND FOR SO DOING A COPY OF THIS SECTION 13.10 AND SAID DEED, BOTH VERIFIED BY AFFIDAVIT, SHALL BE A SUFFICIENT WARRANT. THE AUTHORITY GRANTED HEREIN TO CONFESS JUDGMENT SHALL NOT BE EXHAUSTED BY ANY EXERCISE THEREOF BUT SHALL CONTINUE FROM TIME TO TIME AND ALL TIMES UNTIL THIS DECLARATION SHALL BE TERMINATED.

Section 13.11 Unpaid Assessments Upon Execution Sale Against a Unit

Any unpaid assessments that cannot be promptly collected from the former Unit Owner may be reassessed by the Executive Board as a General Common Expense to be collected from all of the Unit Owners, including (by way of illustration and not limitation) the purchaser who acquired title at the sheriff's sale, his or her successors and assigns, and any holder of a mortgage who comes into possession of a Unit by deed in lieu of foreclosure or assignment in lieu of foreclosure.

Section 13.12 Subordination of Certain Charges

Any fees, charges, late charges, fines, and interest that may be levied by the Association pursuant to Sections 5320(10), (11), and (12) of the Act will be subordinate to any first lien Mortgage.

Section 13.13 Acceleration

If a Unit Owner is in default in the payment of the charges or annual installments of assessments described in this Article XIII for sixty (60) days, the Executive Board may, in addition to all other remedies contained in the Act or this Declaration, accelerate all other charges and annual installments of assessments to become due for the next twelve (12) months on the basis of the Budget for the fiscal year in which the default occurs and assuming the same Budget for the following year; however, a Mortgagee registered with the Secretary of the Association pursuant to this Declaration that is foreclosing pursuant to a first lien Mortgage will be entitled to automatic subordination of such sums in excess of the amounts that are prior in lien or payment to mortgage liens under the Act.

Section 13.14 Assignment of Income Rights

The Association may assign its rights to future income, including payments made on account of assessments for General Common Expenses, to secure any loan obtained by the Association for repairs, replacements, or capital improvements to the Common Elements, provided that any such assignment is authorized by the vote of not less than fifty-one percent (51%) of the members of the Executive Board.

Section 13.15 Taxes

The Association shall be operated as a non-profit entity and the Executive Board shall take any and all actions necessary to obtain, maintain or achieve exemptions from any and all taxes.

Section 13.16 Declarant's Rights to Contribute to the Operating Funds of the Association

Declarant shall have the right, in its sole discretion and from time to time, to contribute to the operating funds of the Association. At the option of the Declarant, such contribution may be reflected on the books and records of the Association as a loan, in which event it shall be repaid by the Association to the Declarant at the direction of the Declarant. If treated as a loan, the contribution shall accrue interest, compounded monthly, from the date it is made until the date of its repayment, at the short term Applicable Federal Rate ("AFR"), as published by the Internal Revenue Service, and adjusted each month to reflect the AFR for such month.

Section 13.17 Transfer Fee

A non-refundable contribution to the general fund of the Association (i.e., transfer fee) shall be paid by the purchaser of a Unit (or an undivided interest in such Unit) at the closing of each sale or resale of a Unit in an amount to be determined from time to time by the Executive Board. Such Transfer Fee shall not exceed two times the then current Annual Assessment. Notwithstanding the foregoing, this contribution shall not be due from (i) any grantee who is the spouse, former spouse or registered domestic partner of the grantor; (ii) any entity that is wholly owned by the grantor; (iii) any grantee to whom the Unit is conveyed by a deceased grantor by will or through the laws of intestacy; or (iv) any grantee who obtains title to a Unit pursuant to judicial or non-judicial foreclosure of any first priority deed to secure debt of record (provided that such contribution to the working capital fund of the Association/transfer fee shall be due upon any subsequent sale or transfer by such grantee).

ARTICLE XIV: RIGHTS AND OBLIGATIONS OF MORTGAGEES AND LENDERS

Section 14.1 Notices Upon Request

If a prior written request is made to the Association by a Mortgagee, then the Association shall agree to give written notice of to the Mortgagee of any default by the Mortgagor of such Unit in the performance of such Mortgagor's obligations under this Declaration, the Articles of Incorporation of the Association or the Bylaws, which default is not cured within thirty (30) days after the Association gives notice to the Mortgagor of such default. The Association may give such notice to the last known address of the Mortgagee, and shall not be required to seek out the identity or new address for the Mortgagee if the last known address is invalid.

Section 14.2 Right to Inspect Books and Records

Mortgagees shall have the right to examine the books and records of the Association during normal business hours.

Section 14.3 Notice of Amendments; Casualty; Condemnation

The Association shall give to all Mortgagees who have made a prior written request to the Association:

- a) Thirty (30) days' written notice prior to the effective date of any proposed, material amendment to this Declaration or the Articles of Incorporation or Bylaws of the Association, and prior to the effective date of any termination of an agreement for professional management of the Community Property following a decision of the Unit Owners to assume self-management of the Community.
- b) Immediate notice following any damage to the Common Elements whenever the cost of reconstruction exceeds Fifty Thousand Dollars

(\$50,000); or as soon as the Board learns of any threatened condemnation proceeding.

The Association may give such notice to the last known address of the Mortgagee, and shall not be required to seek out the identity or new address for the Mortgagee if the last known address is invalid.

Section 14.4 Payments by Mortgagees

Mortgagees may, jointly or singularly, pay taxes or other charges which are in default and which may or have become a charge against any Common Elements; and may pay any overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for such property. The Association agrees that any such Mortgagee making such advance shall be entitled to immediate reimbursement therefor from the Association.

ARTICLE XV: COMPLIANCE AND ENFORCEMENT

Section 15.1 Compliance and Breach

The Board shall have the authority to exercise any and all remedies provided in this Declaration, or as otherwise may be provided by law, to enforce compliance with or remedy any violation of the Community Documents, including the right to bring a suit at law or in equity to compel compliance therewith, to restrain or abate any violation thereof or to recover damages for such violation. The Association shall be entitled to recover the reasonable costs of enforcement, including attorney's fees, from any Unit Owner or other person violating the Community Documents. The Board may establish reasonable fines for any such violation.

Section 15.2 Enforcement by Unit Owners: Procedures

- a) The Association shall have the sole and exclusive right and authority to enforce the covenants in this Declaration relating to the payment of Assessments by Unit Owners, and no Unit Owner shall have the right to bring any action at law or in equity to compel any other Unit Owner(s) to pay Assessments or other sums payable by one or more Unit Owners hereunder; provided, however, that nothing herein shall be construed to prevent one or more Unit Owners from commencing an action on behalf of or in the right of the Association, or to compel the Association to collect Assessments from any Unit Owners who have failed to pay Assessments if the Association shall have failed or refused to make reasonable efforts to collect such Assessments from the delinquent Unit Owners without reasonable cause.
- b) If the Board (or the architectural review committee, as the case may be), approves the construction, alteration or modification of any structure or improvement under this Declaration, such decision shall be final, binding and conclusive on all Unit Owners, and no Unit Owner shall have the right

to bring any action at law or in equity to contest or appeal such approval or to compel the removal, modification or alteration of any structure or improvement built, made or altered in compliance therewith.

- c) No Unit Owner shall have the right to bring any action at law or in equity to enforce any of the other terms, covenants, restrictions or provisions of this Declaration, or of the By-Laws or the Rules and Regulations.

Section 15.3 Remedies Cumulative: No Waiver

All rights and remedies provided for herein, or as otherwise may be available at law or in equity, shall be cumulative and may be pursued individually, together, at one time or from time to time, as the Board of the Association deems appropriate in its sole discretion. No waiver of and no delay or forbearance in the enforcement of any provisions of this Declaration shall be construed as or shall constitute a waiver of the right to do so. Neither the Association nor any Unit Owner shall be deemed to have waived any right of enforcement or any breach or default of the provisions of this Declaration on the part of any Unit Owner or occupant unless such waiver shall be in writing, and then only to the extent expressly set forth in such waiver.

Section 15.4 Substitute Performance

The Association may, after fifteen (15) days prior written notice, without being liable to any Unit Owner, enter upon any Unit, for the purpose of enforcing by peaceful means the provisions of this Declaration or the other governing documents, or for the purpose of maintaining or repairing any such Unit if for any reason whatsoever the Owner thereof fails to maintain or repair any such Unit as required by this Declaration. The cost of any such maintenance and repairs incurred by the Association shall be an obligation of the Owner, shall be a lien on the Unit, and may be collected as permitted herein for assessments and other charge.

ARTICLE XVI: GENERAL PROVISIONS

Section 16.1 Severability

Invalidation of any one of these covenants or restrictions by judgment or court order in no way affects any other provisions which shall remain in full force and effect. In the event any provision of this Declaration is determined by any court order to be invalid, enforcement of the Declaration as revised by such court order shall be prospective only.

Section 16.2 Parties Bound

Each present and future Unit Owner, occupant and Mortgagee of a Unit, shall be subject to and shall comply with the provisions of the Act, this Declaration, the Plan, the Bylaws, the Rules and Regulations, and the deed to such Unit. The acceptance of a deed or mortgage to any Unit, or the entering into occupancy of any Unit shall constitute an agreement that the provisions of the Act, this Declaration, the Plan, the Bylaws, the Rules and Regulations and the covenants, conditions and restrictions set forth in the deed to such Unit are accepted and ratified by such grantee or Mortgagee. All of such provisions shall be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed, conveyance or mortgage thereof.

Section 16.3 Continuing Effect

The covenants and restrictions of its Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the Unit Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns and the Association.

Section 16.4 Interpretation

The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development of a residential community. In case of inconsistencies in the governing documents of the Community, then the articles of incorporation of the Association shall have precedence over this Declaration; this Declaration in turn has precedence over the Bylaws of the Association; and the Bylaws have precedence over any rules and regulations adopted by the Association. The section headings have been inserted for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine and neuter shall each include the masculine, feminine and neuter. All Exhibits attached hereto are hereby made a part hereof.

Section 16.5 Covenant Running with the Land, Constructive Notice and Acceptance

The provisions of this Declaration shall at all times hereafter be appurtenant to, affect and bind the Property and are intended to be covenants running with the land with regard to the Property. This Declaration shall be recorded, and when so recorded, every person who owns, occupies or acquires any right, title, estate or interest in or to any Unit or other portion of the Property does and shall be conclusively deemed to have consented and agreed to every limitation, restriction, easement, reservation, condition and covenant contained herein whether or not any reference to these restrictions is contained in the instrument by which such person acquired an interest in the Property, or any portion thereof.

[Signatures on next page]

IN WITNESS WHEREOF, the Declarant has caused this Declaration for the Planned Community of Decker Valley Estates to be executed as of the day and year set forth first below.

DATED:

Barnes Lane Development, LLC

MARCH 31, 2026

By: 

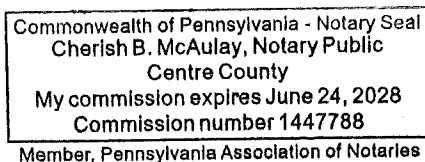
Robert E. Poole, Manager

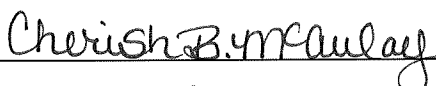
COMMONWEALTH OF PENNSYLVANIA

COUNTY OF CENTRE

On this 31st day of March, 2026, before me, the undersigned officer, personally appeared Robert E. Poole, the Manager of Barnes Lane Development, LLC, and authorized to execute the within instrument and known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same on behalf of the company for the purpose therein contained.

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




Notary Public: Cherish B. McAulay

My commission expires: June 24, 2028

Exhibit “A”

Legal Description

ALL THAT CERTAIN parcel of land situate in the Township of Potter, County of Centre and Commonwealth of Pennsylvania, bounded and described as follows to wit:

BEGINNING at an iron pin set of this Survey on line of Pennsylvania State Forest Lands being a common corner with Lot No. 2 and being also the northwestern most corner of the tract herein described, said corner further referenced as being North 61 degrees 0 minutes East a distance of 1214.50 feet from an old stone witnessed corner; thence by Pennsylvania State Forest Lands North 61 degrees 0 minutes East a distance of 607.68 feet to an old witness stone corner being a common corner with Pennsylvania State Forest Lands and also witnessed stone corner being a common corner with Pennsylvania State Forest Lands and also a point on line of lands now or formerly of Harry M. Grove; thence by said lands now or formerly of Harry M. Grove, South 30 degrees 19 minutes East passing over the center line of Potter Township Road No. 415 at a distance of 1365.58 feet and continuing South 30 degrees 19 minutes East by lands now or formerly of the Sunrise Hunting Camp, Inc. for a total distance of 3077.91 feet to an old witnessed stone corner; thence by lands now or formerly of Lloyd Vonada South 60 degrees 55 minutes West a distance of 639.29 feet to an iron pin set this survey, being also a common corner with Lot No. 2; thence by Lot No. 2 North 29 degrees 44 minutes West passing over the center line of Potter Township, Road No. 415 at a distance of 1866.78 feet and continuing North 29 degrees 44 minutes West for a total distance of 3078.28 feet to an iron pin set this survey, the place of BEGINNING.

CONTAINING 44.060 acres gross area subject however to the 33 foot right of way of Township Road No. 415 leaving a net area of 43.568 acres. Being Lot No. 1 in the John Blauser Heirs Subdivision as surveyed by Delbert W. Meeker, PLS, on November 23, 1981, and recorded on May 27, 1982, in Plat Book 31, Page 30.

BEING the same premises which became vested in Barnes Lane Development, LLC, a Pennsylvania limited liability company, by Deed of Joanne M. Sullivan, a widow, dated November 29, 2023 and recorded December 6, 2023 in the Office of the Recorder of Deeds in and for Centre County, Pennsylvania in Record Book Volume 2313, Page 840.

BEING Centre County Tax Map No. 20-9/27A

Exhibit "B"

Defined Terms

1. "Allocated Interests" means the Common Expense Liability and votes in the Association allocated to each Unit.
2. "Association" means the Unit Owners Association of the Planned Community and shall be known as Decker Valley Estates Association, Inc., a Pennsylvania Planned Community.
3. "Building(s)" means any structures depicted on the Plats and Plans of this Declaration.
4. "Common Elements" means Common Facilities and Controlled Facilities.
5. "Common Expense Liability" means the liability for common expenses allocated to each unit under Section 5208 of the Act (relating to allocation of votes and common expense liabilities).
6. "Common Expenses" means the expenses or financial liabilities for the operation of the Common Elements and the Association. These include:
 - a. Expenses of administration, maintenance, repair or replacement of the Common Elements;
 - b. Expenses declared to be Common Expenses by the Planned Community Documents or the Act;
 - c. Expenses agreed upon as Common Expenses by the Association;
 - d. Such reasonable reserves, as may be established by the Association, whether held in trust or by the Association for repair, replacement, or addition to the Common Elements or other real or personal property acquired or held by the Association.
7. "Common Facilities" means any real estate within a planned community which is owned by the association or leased to the association. The term does not include a Unit.
8. "Controlled Facilities" means any real estate within a planned community, whether or not a part of a unit, that is not a common facility but is maintained, improved, repaired, replaced, regulated, managed, insured or controlled by the association.
9. "Declarant" means the Declarant described in Section 1.1 above and all successors to any Special Declarant Rights and as further defined under the Act.

10. "Declarant Control Period" means the time period commencing on the date of recordation of this Declaration and ending on the earlier of:
- Seven (7) years after the date of the first conveyance of a Unit to a Unit Owner other than the Declarant; or
 - Sixty (60) days after the conveyance of seventy-five percent (75%) of the Units to Unit Owners other than the Declarant; or
 - Two (2) years after Declarant has ceased to offer Units for sale in the ordinary course of business.
11. "Declaration" means this document, as the same may be amended from time to time.
12. "Eligible Mortgage" means a first mortgage to:
- the Declarant;
 - the Seller of a Unit;
 - a bank, trust company, savings bank, savings and loan association, mortgage service company, insurance company, credit union, pension fund, real estate investment fund or like institutional investor or lender; and
 - any other mortgage approved by the Executive Board, or a junior mortgage which is approved by the Executive Board.
- A holder, insurer, or governmental guarantor of an Eligible Mortgage is referred to herein as an "Eligible Mortgagee."
13. "Executive Board" means the Executive Board of the Association.
14. "Identifying Number" means a symbol that identifies only one Unit in a Planned Community.
15. "Limited Common Expenses" means the Common Expenses incurred for maintenance, repair, and/or replacement of certain Limited Common Elements which are to be assessed against all the Unit Owners of the Association pursuant to their Percentage Interest as set forth in Exhibit "D".
16. "Limited Common Facility" means a portion of the common facilities allocated by or pursuant to the declaration or by the operation of Section 5202(2) or (3) (relating to unit boundaries) for the exclusive use of one or more but fewer than all of the units.
17. "Limited Controlled Facility" means a portion of the controlled facilities, other than controlled facilities which are themselves part of a unit, allocated by or pursuant to the declaration or by operation of section 5202(2) or (3) relating to unit boundaries) for the exclusive use of one or more but fewer than all of the units.

18. "Lot" means the land lying with the boundaries of a Unit.
19. "Majority or Majority of Unit Owners" means the owners of more than fifty percent (50%) of the votes in the Association.
20. "Percentage Interest" means the allocation of a fraction or percentage of undivided ownership interest in the Common Elements and in the Common Expenses of the Association appurtenant to each Unit as set forth in Exhibit "D".
21. "Planned Community" means real estate with respect to which a person, by virtue of ownership of an interest in any portion of the real estate, is or may become obligated by covenant, easement or agreement imposed on the owner's interest to pay any amount for real property taxes, insurance, maintenance, repair, improvement, management, administration or regulation of any part of the real estate other than the portion or interest owned solely by the person. The term excludes a cooperative and a planned community. For purposes of this definition, "ownership" includes holding a leasehold interest of more than 20 years, including renewal options, in real estate.
22. "Plats and Plans" means the Declaration Plat attached hereto as Exhibit "C" and made a part hereof.
23. "Property" means the land and all improvements, easements, rights, and appurtenances which have been submitted to the provisions of this Act by this Declaration.
24. "Public Offering Statement" means the current document prepared pursuant to Section 5402 of the Act as it may be amended from time to time and provided to purchasers prior to the time of execution of a binding purchase agreement.
25. "Purchaser" means a person other than a declarant who, by means of a disposition, acquires a legal or equitable interest in a unit, other than either a leasehold interest of less than 20 years, including renewal options, or as security for an obligation. The term includes a person who will become a unit owner in a leasehold planned community upon consummation of the disposition.
26. "Real Estate" means any fee, leasehold or other estate or interest in, over or under land, including structures, fixtures or other improvements and interests which by custom, usage or law pass with a conveyance of land though not described in the contract of sale or

instrument of conveyance. The term includes parcels with or without upper or lower boundaries and spaces that may be filled with air or water.

27. "Special Declarant Rights" means Special Declarant Rights as defined in Section 5103 of the Act and such additional rights reserved for the benefit of the Declarant as set forth in the Declaration.

28. "Unit" means a Unit as described herein and in the Plats and Plans.

29. "Unit Owner" means a declarant or other person who owns a unit or a lessee of a unit in a leasehold planned community whose lease expires simultaneously with a lease the expiration or termination of which will remove the unit from the planned community. The term does not include a person having an interest in a unit solely as security for an obligation.

Exhibit “C”
DECLARATION PLAT

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	S 19° 19' 52" E	40.11'
L2	S 32° 52' 49" E	38.48'
L3	N 57° 02' 52" E	50.00'
L4	S 57° 02' 52" W	25.00'
L5	N 57° 02' 52" E	25.00'

GEODETIC GPS POINTS		
NAME	UTM X	UTM Y
A	40° 47' 07.156"	77° 36' 23.917"
B	40° 47' 10.892"	77° 36' 17.234"
C	40° 46' 45.324"	77° 35' 55.571"
D	40° 46' 42.019"	77° 36' 02.655"

CURVE TABLE				
CURVE	LENGTH	RADIUS	TANGENT	CHORD DIRECTION
C1	41.84'	675.00'	20.93'	S 68° 53' 36" W
C2	132.47'	250.00'	67.83'	S 17° 42' 02" E
C3	73.35'	250.00'	36.94'	N 10° 55' 33" W
C4	75.48'	250.00'	38.03'	N 41° 31' 48" W
C5	28.75'	250.00'	14.39'	N 29° 35' 07" W
C6	103.71'	250.00'	52.61'	N 14° 24' 20" W
C7	152.34'	575.00'	76.62'	S 76° 22' 29" W
C8	156.64'	675.00'	78.67'	S 77° 19' 01" W
C9	107.08'	250.00'	54.37'	N 31° 36' 04" W

FISHER CAT LANE PRIVATE ACCESS & DRAINAGE EASEMENT LINE TABLE		
LINE	DIRECTION	LENGTH
E1	N 19° 19' 52" W	87.99'
E2	N 2° 31' 14" W	43.14'
E3	N 32° 52' 49" W	156.28'
E4	N 50° 10' 47" W	137.53'
E5	S 50° 10' 47" E	137.53'
E6	S 32° 52' 49" E	156.28'
E7	S 2° 31' 14" E	43.14'
E8	S 19° 19' 52" E	87.99'

FISHER CAT LANE PRIVATE ACCESS & DRAINAGE EASEMENT CURVE TABLE					
CURVE	LENGTH	RADIUS	TANGENT	CHORD DIRECTION	CHORD
EC1	50.01'	675.00'	25.02'	S 70° 40' 08" W	50.00'
EC2	80.66'	275.00'	40.63'	N 10° 55' 33" W	80.40'
EC3	119.22'	225.00'	61.05'	N 17° 42' 02" W	117.83'
EC4	67.93'	225.00'	34.23'	N 41° 31' 48" W	67.68'
EC5	261.80'	50.00'	28.87'	N 39° 49' 13" E	50.00'
EC6	83.03'	275.00'	41.83'	S 41° 31' 48" E	82.72'
EC7	145.72'	225.00'	74.61'	S 17° 42' 02" E	144.02'
EC8	66.01'	225.00'	33.25'	S 10° 55' 33" E	65.78'

FISHER CAT LANE UTILITY EASEMENT CURVE TABLE		
CURVE	LENGTH	RADIUS
CU1	10.01'	675.00'
CU2	10.01'	675.00'
CU3	10.01'	675.00'
CU4	10.01'	675.00'
CU5	10.01'	675.00'

FISHER CAT LANE UTILITY EASEMENT LINE TABLE		
LINE	DIRECTION	LENGTH
EL1	N 19° 19' 52" W	88.43'
EL2	N 2° 31' 14" W	43.14'
EL3	N 32° 52' 49" W	156.28'
EL4	N 50° 10' 47" W	132.10'
EL5	S 50° 10' 47" E	132.10'
EL6	S 32° 52' 49" E	156.28'
EL7	S 2° 31' 14" E	43.14'
EL8	S 19° 19' 52" E	88.43'

FISHER CAT LANE UTILITY CROSSING EASEMENT CURVE TABLE				
CURVE	LENGTH	RADIUS	TANGENT	CHORD DIRECTION
EC27	10.01'	675.00'	5.01'	S 68° 07' 18" W
EC28	83.62'	285.00'	42.11'	N 10° 55' 33" W
EC29	113.92'	215.00'	58.33'	N 17° 42' 02" W
EC30	64.92'	215.00'	32.71'	N 41° 31' 48" W
EC31	302.25'	60.00'	43.09'	N 39° 49' 13" E
EC32	86.05'	285.00'	43.36'	S 41° 31' 48" E
EC33	161.02'	285.00'	77.33'	S 17° 42' 02" E
EC34	63.08'	215.00'	31.77'	S 10° 55' 33" E
EC35	10.01'	675.00'	5.01'	S 73° 12' 59" W

FISHER CAT LANE UTILITY CROSSING EASEMENT CURVE TABLE				
CURVE	LENGTH	RADIUS	TANGENT	CHORD DIRECTION
EC27	10.01'	675.00'	5.01'	S 68° 07' 18" W
EC28	83.62'	285.00'	42.11'	N 10° 55' 33" W
EC29	113.92'	215.00'	58.33'	N 17° 42' 02" W
EC30	64.92'	215.00'	32.71'	N 41° 31' 48" W
EC31	302.25'	60.00'	43.09'	N 39° 49' 13" E
EC32	86.05'	285.00'	43.36'	S 41° 31' 48" E
EC33	161.02'	285.00'	77.33'	S 17° 42' 02" E
EC34	63.08'	215.00'	31.77'	S 10° 55' 33" E
EC35	10.01'	675.00'	5.01'	S 73° 12' 59" W

PROPOSED FISHER CAT LANE UTILITY CROSSING EASEMENT CURVE TABLE				
CURVE	LENGTH	RADIUS	TANGENT	CHORD DIRECTION
EC43	10.55'	50.00'	5.30'	S 3° 38' 56" W
EC44	10.55'	50.00'	5.30'	N 40° 13' 56" E

FISHER CAT LANE DRAINAGE EASEMENT LINE TABLE		
LINE	DIRECTION	LENGTH
E19	N 68° 47' 05" E	54.98'
E10	N 37° 02' 47" E	74.22'
E11	N 12° 01' 53" W	78.11'
E12	N 61° 50' 35" W	83.11'
E13	S 78° 46' 43" W	75.52'
E14	S 13° 45' 08" W	48.80'
E15	N 2° 31' 14" W	43.14'
E16	N 59° 46' 24" E	103.06'
E17	N 14° 08' 16" E	154.02'
E18	S 32° 52' 49" E	514.22'
E19	N 14° 08' 16" E	27.34'
E20	S 32° 52' 49" E	209.51'
E21	S 57° 07' 11" W	20.00'
E122	N 32° 52' 49" W	190.88'

FISHER CAT LANE DRAINAGE EASEMENT CURVE TABLE				
CURVE	LENGTH	RADIUS	TANGENT	CHORD DIRECTION
EC9	152.34'	575.00'	76.62'	S 76° 22' 29" W
EC10	39.14'	675.00'	19.58'	S 82° 18' 13" W
EC12	13.67'	225.00'	6.84'	N 4° 15' 41" W
EC13	126.26'	275.00'	64.26'	N 15° 40' 26" W

SURVEY FEATURES LEGEND

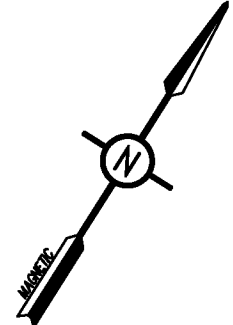
- Property Line, Lot Line or Right of Way Line
- Adjoining Property Line
- Easement Line
- Zoning Boundary
- Property Corner Found
- 1/2" Rearer Set
- Project Benchmark

EXISTING FEATURES LEGEND

- Existing Day Wire
- Existing Overhead Utility Line w/ Pole

PROPOSED FEATURES LEGEND

- PROPOSED STREET
- PROPOSED TRANSFORMER
- PROPOSED EASEMENT
- PROPOSED STORMWATER DRAINAGE EASEMENT
- PROPOSED UTILITY EASEMENT
- PROPOSED ACCESS & DRAINAGE EASEMENT





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Designer(s) _____ BJD
 Interferential _____ CPH
 Proj. Manager _____ ACR
 Surveyor _____
 Permitting OX _____
 Book _____ PG _____
 Title _____

JUNE 14, 2024
 2024

Seal

FISHER CAT LANE SHARED ADJUTANCES

Date _____
 Description _____
 REVISIONS

DECKER VALLEY ROAD SUBDIVISION

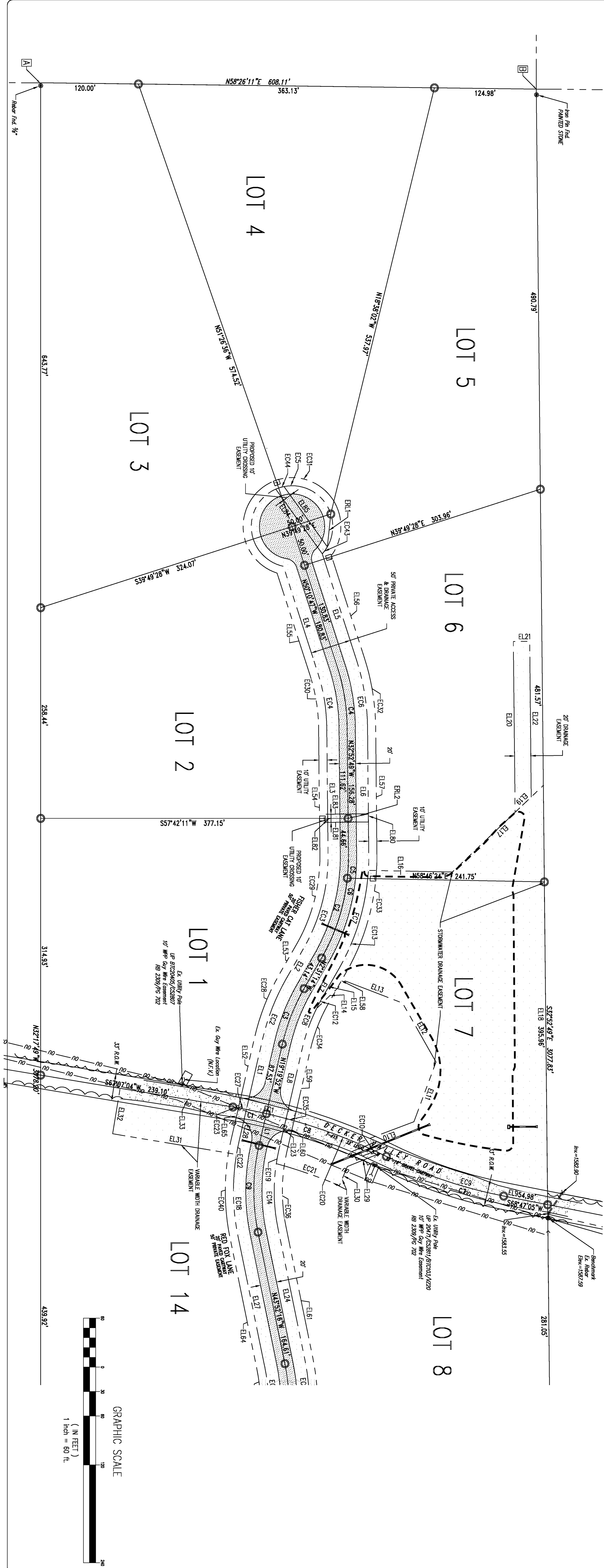
POTTER TOWNSHIP CENTRE COUNTY PENNSYLVANIA

EXHIBIT C
PAGE 1

PROJECT NO.
23298
DATE
FEBRUARY 6, 2026

SHEET NO.
1

SCALE
1" = 60'



GRAPHIC SCALE

(IN FEET)

1 inch = 60 ft.

Exhibit "D"

UNIT ID NUMBERS, PERCENTAGE INTEREST, AND VOTING INTEREST

Unit Number	Percentage Interest	Voting Interest
1	7.143%	1
2	7.143%	1
3	7.143%	1
4	7.143%	1
5	7.143%	1
6	7.143%	1
7	7.142%	1
8	7.143%	1
9	7.143%	1
10	7.143%	1
11	7.143%	1
12	7.143%	1
13	7.143%	1
14	7.143%	1
14	100%	14 TOTAL