DECLARATION
OF
REGENCY AT PROVIDENCE,
A PLANNED COMMUNITY

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DECLARATION OF
REGENCY AT PROVIDENCE,
A PLANNED COMMUNITY

This **Declaration** is made this 5th day of October, 2005, by Toll PA II, L.P., a Pennsylvania limited partnership, for itself, its successors, grantees and assigns other than ultimate Unit-purchasers (the "Declarant").

Article I
The Real Estate

Section 1.01 The Real Estate.

The Declarant is the owner of the real estate located in Upper Providence Township, Montgomery County, Pennsylvania as more fully described in Exhibit "1.01" (the "Real Estate"), together with the easements, rights and appurtenances belonging thereto.

Article II
Submission of Real Estate to Uniform Planned Community Act; Name

Section 2.01 Submission of Property.

a. The Declarant hereby submits the Real Estate described in Exhibit "2.01" and all easements, rights and appurtenances belonging thereto (the "Declared Property"), to the provisions of the Pennsylvania Uniform Planned Community Act, Act No. 1996-180 (68 Pa. Cons. Stat. §§ 5101 *et seq.*) (the "Act") which Act is hereby incorporated herein by reference, and the Declarant hereby creates a flexible Planned Community (the "Community").

Section 2.02 Name. The name by which the Community shall hereafter be identified is Regency at Providence, a Planned Community.

Article III
Definitions

Section 3.01 Definitions. The following terms when used herein and in Regency at Providence Community Association Bylaws (the "Bylaws") are to be defined according to the meanings ascribed to them by this Section 3.01. Any capitalized term used herein or in the Bylaws which is not defined in this Section 3.01, but is defined in the Act, shall have the meaning ascribed to it by the Act.

a. "Additional Real Estate" shall mean the real property more particularly described in Exhibit "3.01a" attached hereto, incorporated herein and made a part hereof, as amended, from time to time.

b. "Assessments" shall mean those levies, charges, assessments or sums payable by the Unit Owners from time to time upon notification by the Association, as provided herein.

c. "Association" or "Community Association" shall mean an association of all Unit Owners within the Community organized under Section 5301 of the Act. For purposes of this Declaration, Association shall specifically mean Regency at Providence Community Association.

d. "Common Elements" shall mean the Common Facilities or Controlled Facilities.

e. "Common Expenses" shall mean expenditures made by or financial liabilities of the Association, together with any allocation to reserves, and shall include General Common Expenses and Limited Common Expenses.

f. "Common Facilities" shall mean all portions of the Community which are owned by or leased to the Association, other than the Units, including, but not limited to, open space, entrance signage, controlled entrance features, streets, curbs, street lights, sidewalks, rights of way, walkway trails, a storm water management system, a community building, an outdoor and indoor swimming pool, a tennis court and emergency access drives all as depicted on the Plats and Plans.

g. "Community Systems" shall mean and refer to any and all cable television, telecommunication, alarm/monitoring, internet, telephone or other lines, conduits, wires, amplifiers, towers, antennae, satellite dishes, equipment, materials, and installations and fixtures (including those based on, containing and serving future technological advances not now known), if installed by the Declarant or pursuant to any grant of easement or authority by the Declarant within the Declared Property.

h. "Controlled Facilities" shall mean all real estate within the Community that is not a part of the Common Facilities, and that is maintained, improved, repaired, replaced, regulated, managed, insured or controlled by the Association.

i. "Declarant" shall mean Toll PA II, L.P., a Pennsylvania limited partnership, its successors or assigns.

j. "Declared Property" shall mean the Real Estate which is submitted to the provisions of the Act.

k. "Director" shall mean a member of the Executive Board.

l. "Dwelling" means any residence erected on or to be erected on a Unit.

m. "Executive Board" shall mean a board of natural individuals of the number stated herein and in the Bylaws, who shall manage the business, operation and affairs of the Community on behalf of the Unit Owners and in compliance with and subject to the provisions of the Act, this Declaration, the Bylaws and Rules and Regulations.

n. "General Common Expenses" shall mean those expenditures for which the Unit Owners are liable as provided herein, including, but not limited to:

(i) Expenses of administration, management, operation, maintenance repair, replacement and insurance, together with any allocation to reserves, of the Common Elements;

(ii) Expenses or liabilities agreed upon by the Unit Owners as common; and

(iii) Expenses not designated as a Limited Common Expense by the provisions of the Act, this Declaration or the Bylaws.

o. "Limited Common Elements" shall mean a limited common facility or a limited controlled facility.

p. "Limited Common Expenses" shall mean any Common Expense benefiting fewer than all of the Units.

q. "Limited Common Facilities" shall mean any real estate within the Community that is a Common Facility, but its use is allocated to one or more but fewer than all Units.

r. "Owner" or "Unit Owner" shall mean the record owner, whether one or more Persons, of fee simple title to any Unit which is or are part of the Community, but excluding those having an interest in any Unit merely as security for the performance of an obligation.

s. "Person" shall mean any natural individual, corporation, partnership, association, trust or other legal entity or any combination thereof.

t. "Plats and Plans" shall mean those plats and plans prepared in accordance with the requirements of Section 5210(c) of the Act, as amended from time to time.

u. "Recorded" shall mean that an instrument has been duly entered of record in the Office of the Recorder of Deeds in and for Montgomery County, Pennsylvania.

v. "Rules and Regulations" shall mean the policies and procedures established from time to time by the Executive Board.

w. "Special Declarant Rights" shall mean all rights reserved for the benefit of the Declarant under the Act, which include, but are not limited to, the right to:

(a) Complete the improvements indicated on the Plats and Plans;

(b) Add Additional Real Estate;

(c) Maintain offices, signs and models;

(d) Use easements through the Common Elements for the purpose of making improvements within the Community;

(e) Appoint or remove a member of the Executive Board during the period of time that the Declarant controls the Association; and

(f) Subdivide and convert Units.

x. "Township" shall mean Upper Providence Township, Montgomery County, Pennsylvania.

y. "Unit" shall mean a part of the Community designated for separate ownership or occupancy.

Article IV
Applicability

Section 4.01 Applicability. The Declared Property is subject to the provisions of the Act, the Bylaws and such Rules and Regulations as may be issued by the Executive Board of the Association from time to time to govern the conduct of its members and the use and occupancy of the Declared Property. Ownership, rental or occupancy of any of the Units in the Community shall be conclusively deemed to mean that the Unit Owner, tenant or occupant has accepted and ratified this Declaration, the Bylaws and such Rules and Regulations and will comply with them.

Section 4.02 Interpretation of Declaration and Bylaws. In the event of a conflict of interpretation between the provisions set forth in the Bylaws and this Declaration, this Declaration shall govern except to the extent this Declaration is inconsistent with the Act.

Article V
Plats and Plans

Section 5.01 Plats and Plans. The Plats and Plans are Recorded as indicated in Exhibit "5.01." The Plats and Plans describe the Declared Property, the name of the Declared Property, the location of the Units as to which the Declarant reserves the right to create Units or Common Facilities, the location of Additional Real Estate and such other information as is required by the Act.

Article VI
Units and Association Services to Units

Section 6.01 Number of Units. Subject to the provisions of this Declaration relating to the addition of Units within the Additional Real Estate, the Community consists of those Units shown on the Plats and Plans. The maximum number of Units shall not exceed three hundred forty-four (344).

Section 6.02 Description of Units. Each Unit is as shown on the Plats and Plans, which Plats and Plans may be amended from time to time. Except as herein provided, no Unit may be partitioned or subdivided or separated into Units different from that shown on the Plats and Plans. Subject to Township approval, the Declarant reserves the right to modify the design, size and appearance of the Units.

Section 6.03 Services to Units. Each Unit will receive from the Association the services set forth on Exhibit "6.03."

Article VII
Common Elements

Section 7.01 Common Facilities. The Common Facilities are described in Section 3.01 and shown on the Plats and Plans. The Declarant reserves the right to designate and create improvements and Common Facilities on the Declared Property, including Units and Limited Common Elements in any portion of the Additional Real Estate.

Section 7.02 Controlled Facilities. The Controlled Facilities are described in Section 3.01. The Declarant reserves the right to designate Limited Controlled Facilities in any portion of the Additional Real Estate.

Section 7.03 Construction and Transfer of Common Facilities.

a. The Declarant shall cause the Common Facilities to be constructed and will convey same to the Association no later than conveyance of the last Unit in the Declared Property. The Declarant reserves the right to convey the Common Facilities, in whole or in part, at any time prior to this event, and in the event the Common Facilities are not substantially complete at the time of conveyance, the Declarant covenants that it shall substantially complete the Common Facilities and shall guaranty completion for the benefit of the Association. In addition, the Declarant shall provide to the Township before such conveyance a third-party guaranty, bond, escrow, letter of credit or other security assuring completion of the Common Facilities. The obligations of the Declarant in this Section shall be a covenant running with the Declared Property and shall be binding on the Declarant and any successor or assign who receives any Special Declarant Rights. Until such time as the Common Facilities are conveyed to the Association, they shall be owned by the Declarant.

b. The Declarant shall cause to be constructed the Controlled Facilities, which shall be conveyed with title to the appropriate Unit.

c. The Declarant shall convey to the Association, and the Association shall accept, the Common Facilities by special warranty deed for no consideration. The Declarant shall be responsible for any realty transfer tax due, recording fees and title insurance, if any. Acceptance of the Common Facilities shall not constitute a waiver of the Declarant's obligation to complete the Common Facilities. The deed of conveyance shall be Recorded.

d. The Declarant shall be responsible for the real estate taxes and the maintenance of the Common Facilities until the earlier of conveyance to the Association or the expiration of the Declarant's Special Declarants Rights.

Section 7.04 Maintenance and Repair of Common Facilities. The Association shall provide for the current, regular and periodic maintenance, repair and replacement of the Common Facilities. The cost and expense of the foregoing shall be a General Common Expense, and the Executive Board shall include in the annual budget of the Association as part of the Assessments reasonable reserves for replacement of Common Facilities.

Section 7.05 Use of Common Facilities. Except as their use may otherwise be limited by this Declaration, the Bylaws, Rules and Regulations or otherwise by the Executive Board, each Unit Owner, tenant and occupant of a Unit, and the family members and guests of such Unit Owner, tenant and occupant, may use the Common Facilities in common with all other Unit Owners and tenants or occupants of other Units and their respective family members and guests in accordance with the purposes for which they are intended without hindering or encroaching upon the lawful rights of the other Unit Owners.

Section 7.06 Alteration to Common Elements By Unit Owner. No Unit Owner may make any improvements or alterations or do any work to any of the Common Elements. No Unit Owner shall impair any easement or hereditament therein without the unanimous consent of the Unit Owners affected thereby.

Section 7.07 Common Expense Liability. Each Unit Owner covenants and agrees to pay the Association his share of the General Common Expenses and all Limited Common Expenses assessed against his Unit. With the exception of Section 7.14 c. herein, all General Common Expenses shall be assessed equally against all Units. The obligation to pay Assessments is a covenant running with the Declared Property, inseparable from each Unit, and any conveyance, lease, devise or other disposition or mortgage or other encumbrance of any Unit shall extend to and include the Assessment liability, whether or not expressly referred to in the instrument effecting such transfer. No Unit Owner may exempt himself from liability with respect to the payment of Assessments by waiver of the enjoyment of the right to use any of the Common Facilities or by abandonment of his Unit or otherwise. The obligation to pay Assessments is absolute and unconditional and shall not be subject to set offs or counterclaims. Any Common Expense which benefits fewer than all of the Units shall be assessed exclusively against the Units benefited.

Section 7.08 Amendment of General Common Expense Liability Allocation. Except with respect to the subdivision or conversion of Units as provided in this Declaration, the creation of Units or Limited Common Elements in the Additional Real Estate as provided in Article VIII hereof, or as otherwise provided in the Act, the allocation of General Common Expenses appurtenant to each Unit shall have a permanent character, shall be inseparable from each Unit and shall not be altered or changed except by the recording of an amendment to this Declaration, duly approved by all of the affected Unit Owners.

Section 7.09 Declarant's Right to Contribute to the Revenues of the Association. The Declarant shall have the right, in its sole discretion and from time to time, to contribute to the revenues 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 discretion

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 annually to reflect the AFR for such month.

Section 7.10 Conveyance or Encumbrance of Common Facilities. Subject to the provisions of the Act, the Association may convey or encumber all or a portion of the Common Facilities by the vote of not less than eighty percent (80%) of the Unit Owners entitled to vote, including the vote of eighty percent (80%) of the votes not allocated to the Declarant. Any conveyance of that portion of the Common Facilities which contains open space shall only be permitted if the entity receiving such open space is (i) an organization established to own and maintain open space, or (ii) the Township.

Section 7.11 Obsolescence. Subject to the provisions of the Act and Section 22.05 hereof, in the event that the Executive Board shall determine that any Common Facility is obsolete, the Executive Board may call for a vote of the Unit Owners to determine whether such Common Facility should be demolished or replaced. In the event that eighty percent (80%) of the Unit Owners shall determine that such Common Facility should be demolished or replaced, the costs thereof shall be assessed equally against all of the Unit Owners.

Section 7.12 Township's Maintenance Rights. In the event that the Association or any successor thereto shall at any time fail to maintain the Common Facilities in reasonable order and condition, the Township may serve written notice upon the Association setting forth the manner in which the Association has failed to so maintain the Common Facilities, said notice shall include a demand that such deficiencies of maintenance be remedied within thirty (30) days of the notice date, and shall state the date and place of a hearing thereon which shall be held within fourteen (14) days of the date of the notice. At such hearing, the Township may modify the terms of the original notice as to the deficiencies and may give an extension of the time within which they shall be remedied. If the deficiencies set forth in the notice or in any modifications thereof shall not be remedied within the thirty (30) days or any extension thereof, the Township, in order to preserve the taxable values of the properties within the Community and to prevent the Common Facilities from becoming a public nuisance, may enter upon said Common Facilities and maintain the same for a period of one (1) year. Said entry and maintenance shall not constitute a taking of the Common Facilities or vest in the public any rights to use the Common Facilities.

Before the expiration of the one year, the Township shall, upon its own initiative or upon the request of the Association, call a public hearing to be held by the Township or its designated agency, upon notice to the Association, at which hearing the Association shall attempt to show cause why such maintenance by the Township shall not, at the election of the Township, continue for a succeeding year. If the Township determines that the Association is ready and able to maintain the Common Facilities in reasonable order and condition, the Township shall cease to maintain the Common Facilities at the end of said year. If the Township determines that the Association is not ready and able to maintain the Common Facilities in reasonable order and condition, the Township may, in its discretion, continue to maintain the Common Facilities during the next succeeding year, and subject to a similar hearing and determination, in each year thereafter. The decision of the Township in any such case shall be subject to appeal to court in the same manner and within the same time limitation as is provided for zoning appeals by the Pennsylvania Municipalities Planning Code.

The cost of such maintenance by the Township shall be assessed against the Association. In the event the Township shall not receive payment from the Association, the Township may file in the Office of the Prothonotary, Montgomery County a notice of lien upon the Common Facilities within the Community.

Section 7.13 Governmental Compliance. The Common Facilities shall be constructed, preserved, maintained and repaired in accordance with the Plats and Plans and all approvals, decisions and permits of the Township and all governmental entities having jurisdiction over the Community.

Section 7.14 Maintenance of Controlled Facilities and Unit.

a. The Association shall be responsible for the maintenance, repair and replacement of the Controlled Facilities as described in Exhibit "6.03."

b. Except as provided in Section 7.14 a., each Unit Owner shall be responsible for the maintenance, repair and replacement of his Unit, including, but not limited to, walkways and driveways adjoining the Units. The failure of any Unit Owner to perform the foregoing obligations shall entitle the Association, after notice to the Unit Owner, to perform the obligations and assess the Unit Owner for the expenses incurred by the Association.

c. Until a Unit is conveyed by the Declarant to an Owner, the Declarant shall not be responsible for that portion of General Common Expense which does not benefit the Unit. Examples of such services are trash collection, lawn maintenance and use of the active recreation facilities. The Declarant may request the Association to provide these services to its Units, in which event the expense of providing these services shall be charged to the Unit.

Article VIII
Additional Real Estate

Section 8.01 Right to Create Units and Common Elements in the Additional Real Estate. Subject to the provisions of this Article VIII, the Declarant reserves the option, until the expiration of seven (7) years from the date this Declaration is first Recorded, to create Units and Limited Common Elements, from time to time, in all or any portion of the Additional Real Estate in any order and without limitation. This option shall not terminate prior to its expiration except by amendment to this Declaration Recorded by the Declarant. This option may be exercised by the Declarant without the consent or approval of any Unit Owner or the Executive Board.

Section 8.02 Procedure for Adding the Additional Real Estate. Upon the Declarant's election to create Units or Limited Common Elements in all or any portion of the Additional Real Estate, the Declarant shall, at its own cost and expense, prepare and record an amendment to this Declaration and the Plats and Plans. The Declarant's right to record the amendment to add Units or Limited Common Elements in the Additional Real Estate does not require the prior approval of the Executive Board or the Unit Owners.

Section 8.03 Assurances. The Declarant makes no assurances:

a. That the Additional Real Estate will be added in any particular order;

b. That, if any portion of the Additional Real Estate is added, any other Additional Real Estate will be added;

c. That any Dwelling erected on any portion of the Additional Real Estate will be compatible with other Dwellings in the Community in terms of architectural style, quality of construction, principal materials or size;

d. As to the improvements and Limited Common Elements that may be made or created within any portion of the Additional Real Estate;

e. As to locations of any Dwellings or other improvements that may be made within any portion of the Additional Real Estate; and

f. That any Limited Common Elements created within any portion of the Additional Real Estate will be (i) of the same general type and size as those within other parts of the Community; or (ii) approximately equal to the proportion existing within other parts of the Community.

Section 8.04 Uses. All restrictions in this Declaration affecting use, occupancy and alienation of Units will apply to all Units created within any portion of the Additional Real Estate. All Units created within the Additional Real Estate shall be used for residential purposes only.

Section 8.05 Reallocation of Allocated Interests.

Upon the creation of Units within the Additional Real Estate, the share of liability for General Common Expenses shall be reallocated among all of the existing and additional Units in the Community by multiplying one hundred (100) and the quotient (rounded to nearest thousandth) resulting from dividing one (1) by total of all Units in the Community. Votes in the Association associated with existing Units in the Community shall not be reallocated upon the creation of additional Units in the Additional Real Estate. Each Unit in the Community shall have one (1) vote in the Association.

Article IX
The Association

Section 9.01 The Association. The Association is the governing body for all of the Unit Owners and, except as otherwise provided in this Declaration, is responsible for the maintenance, repair, replacement, cleaning, sanitation, management, regulation, operation and administration of the Common Elements and the making of any additions or improvements thereto. 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 an other Person subject to the authority of the Association. The Common Expenses incurred or to be incurred for the maintenance, repair, replacement, insurance, administration, management, regulation, operation and use of the Common Elements and the making of any additions or improvements thereto shall be assessed by the Association against, and collected from, the Unit Owners in accordance with Article XIII hereof and the Act.

Section 9.02 Membership in Association.

a. Unit Owners upon acceptance of a deed to a Unit become members of the Association. Membership in the Association shall be limited to the Unit Owners of the Community.

b. Every Unit Owner who shall be 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 Unit Owner who is holding the interest in a Unit merely as a security for the performance of an obligation shall not be a member.

c. Each Unit in the Community shall have one (1) vote associated with such Unit. 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 Section 9.03 hereof and in the Bylaws, but in no event shall more than one (1) vote be cast with respect to any such Unit.

d. Only those Unit Owners in good standing and entitled to vote shall be considered "Unit Owners" for purposes of obtaining a quorum, or determining the percentage of Unit Owners voting on a matter. A Unit 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 Unit Owner and against his Unit by the Executive Board together with all interest, costs, attorneys' fees, penalties and other expenses, if any, properly chargeable to the Unit Owner and against his Unit, at least five (5) days prior to the date fixed for such annual or special meeting.

e. In the event that a Unit 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 Facilities of the Community (subject however to such limitations on such use as would be applicable to the Unit Owner) but shall not vote in the affairs of the Association, except as the Unit Owner shall permit the tenant or occupant to exercise the proxy vote of the member.

f. Every lawful transfer of title to a Unit shall include membership in the Association and, upon making such transfer, the previous Unit Owner's membership shall automatically terminate. Except as otherwise expressly provided, 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.

g. Membership in the Association shall automatically terminate when such Unit Owner sells, transfers or otherwise conveys his Unit.

Section 9.03 Certificate of Voting. If a Unit is owned by one person, the Unit Owner's right to vote shall be established by the recorded title to the Unit. If a Unit is owned by more than one Person, the Person entitled to cast a vote for the Unit shall be designated in a certificate signed by all of the record owners of the Unit and filed with the Secretary of the Association. If a Unit is owned by a corporation, joint venture, partnership or unincorporated association, the natural Person who shall be entitled to cast the votes of that Unit shall be designated in a certificate for this purpose, signed by that entity in accordance with its governing documents, and filed with the Secretary of the Association. The natural Person designated in such certificate, who is entitled to cast votes for a Unit shall be known as the "Voting Member." If such a certificate is not on file with the Secretary of the Association for a Unit owned by more than one natural Person or by a corporation, joint venture, partnership or unincorporated association, the votes of the Unit concerned shall not be considered in determining the requirement for a quorum, or for any purpose requiring the approval of a Person entitled to cast votes for the Unit except if such Unit is owned by a couple. A certificate shall be valid until revoked in writing by any Owner of the Unit, or until superseded by a subsequent certificate, or until a change in the ownership of the Unit concerned. If a Unit is owned by couple, the following three provisions are applicable to voting by such Unit:

a. The Unit Owners may, but they shall not be required to, designate a Voting Member.

b. If they do not designate a Voting Member, and members of the couple are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting.

c. Where they do not designate a Voting Member and only one is present at a meeting, the Person present may cast the vote for the Unit, without establishing the concurrence of the absent Person, just as though he or she owned the Unit.

Section 9.04 Executive Board.

a. Subject to the provisions of this Declaration and the Bylaws, the Executive Board shall have the power to act on behalf of the Association. The initial Executive Board shall consist of three (3) Directors. The initial Directors shall be appointed, removed and replaced from time to time by the Declarant without the necessity of obtaining resignations. The Declarant-appointed Directors shall be replaced with Directors elected by the Unit Owners in accordance with the provisions of Section 9.04b.

b. For purposes of this Section 9.04b, the term "First Election Meeting" shall mean the first meeting of the Association which shall occur no later than sixty (60) days after twenty-five percent (25%) of the Units are conveyed to Unit Owners, other than the Declarant. The term "Transitional Meeting"

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

(i) At the First Election Meeting, the Unit Owners, other than the Declarant, shall elect two (2) Unit Owners to serve as a Director who shall increase the size of the Board to a total of five (5) Directors. The elected Director with the highest number of votes shall serve a two (2) year term and the other Directors shall serve a one (1) year term and thereafter if reelected shall serve for a two (2) year term.

(ii) At the Transitional Meeting, the Unit Owners, other than the Declarant, shall elect three (3) Unit Owners to serve as Directors who shall replace the three (3) Directors appointed by the Declarant. The two (2) Directors elected pursuant to this Subsection with the highest number of votes shall serve in a two (2) year term and the person receiving the next highest number of votes shall serve until the next annual meeting of the Association next following the annual meeting at which time Directors elected pursuant to this Subsection (ii) shall be reelected or their successors elected to serve two (2) year terms.

(iii) Notwithstanding the foregoing, the Declarant shall have the right to appoint one additional non-voting member to the Board to serve until sixty (60) days after the Declarant conveys the last Unit, for which the Declarant reserves the right to build in the Community, to a Unit Owner.

c. For purposes of determining whether the period of Declarant control has terminated or whether Unit Owners other than the Declarant are entitled to elect members of the Executive Board under this Section 9.04, the percentage of Units conveyed is presumed to be that percentage if three hundred and forty-four (344) are included in the Community.

d. After the election held pursuant to Subsection 9.04 b. above and until The Declarant has conveyed the last Unit in the Community for which The Declarant reserves the right to build in the Community, the Executive Board shall notify The Declarant in advance of all meetings of the Executive Board and the Association at the same time as notices are given to the Executive Board members or the Unit Owners as the case may be. Until The Declarant conveys the last Unit in the Community, for which The Declarant reserves the right to build in the Community, The Declarant shall be entitled to send a representative to observe all meetings of the Executive Board and Association.

Article X
Insurance

Section 10.01 Liability. The Executive Board shall obtain or cause to be obtained "broad-form" comprehensive general liability insurance including medical payments in such amounts against such risks and with such insurance companies as the Executive Board shall from time to time determine.

Section 10.02 Declared Property.

a. The Executive Board shall obtain or cause to be obtained blanket "all-risk" hazard insurance coverage covering damage to property, insuring the Common Facilities, including fixtures and equipment therein and thereof, and including all personal property owned by the Association (the "Insurable Property"). The Executive Board shall provide written notice to the Unit Owners at least thirty (30) days prior to the effective date of such coverage. The Insurable Property shall be insured in and for the interest of the Association, the Executive Board, all Unit Owners and their mortgagees, as their interests may appear, in

a company or companies acceptable to the standards set by the Executive Board in an amount equal to the maximum insurable replacement value, as determined annually by the Executive Board, with an "agreed amount endorsement" or its equivalent and an "Inflation Guard Endorsement" (provided these two endorsements are commonly available and required by prudent institutional mortgage investors in the area of the Community).

b. Each Unit Owner shall insure his Unit in an amount equal to the maximum insurable replacement value.

Section 10.03 General Insurance Provisions.

a. All policies purchased by the Association shall be for the benefit of the Association, the Executive Board, all Unit Owners, and their mortgagees, as their interests may appear; however, the Association and the Unit Owners shall be named insureds and it shall not be necessary to name each Executive Board member or each individual Unit Owner. Mortgagee endorsements may be issued upon request. The Association shall cause to be maintained the appropriate insurance coverage as is required under the Act and the guidelines and Regulations promulgated by the Federal National Mortgage Association ("FNMA") and the Federal Home Loan Mortgage Corporation ("FHLMC") or their successors, including, without limitation, such fidelity bond coverage as is described in the Bylaws. The company or companies with whom the Executive Board shall place its insurance coverage, as provided in this Declaration, must be qualified and reputable companies, authorized to do business in the Commonwealth of Pennsylvania and rated A, with a V financial size category by A. M. Best Company, Inc. in its "Key Rating Guide: Property Casualty" or a comparable rating if Best shall no longer be in existence. Premiums for such coverage and other expenses related to insurance shall be paid by the Executive Board and charged as a General Common Expense. All policies shall provide that they may not be canceled or substantially modified, by any party, without at least thirty (30) days' prior written notice to the Association and to each first mortgagee listed in the insurance policies. In addition, policies shall provide for the following: recognition of any insurance trust agreement; a waiver of the right of subrogation against Unit Owners individually and against members of their households; that no act or neglect of any Unit Owner unless acting within the scope of his authority on behalf of the Association, shall void the policy or be a condition to recovery; and that the policy is primary in the event the Unit Owner has other insurance covering the same loss (all of which are generally provided by insurers in the form of a "Special Community Endorsement" or its equivalent). Policies shall be deposited with the Executive Board. Said policies shall provide that all insurance proceeds payable on account of loss or damage shall be payable to the Association or any insurance trustee designated for that purpose. The duty of the Executive Board or such insurance trustee shall be to receive such proceeds as are paid and hold the same for the purposes elsewhere stated herein, and for the benefit of the Association, the Unit Owners and their respective mortgagees as their interests may appear.

b. The types and amounts of insurance coverage described in this Article XI are minimum amounts for 2004 based upon the requirements of the Act and the standards established by FNMA and FHLMC. The Executive Board shall review, at least annually, all insurance coverage carried pursuant to this Declaration to evaluate such coverage with respect to its compliance with the Declaration and with respect to the then current requirements of the Act and, to the extent the Community is or will be subject to the approval of FNMA or FHLMC, standards set by FNMA or FHLMC, as well as with respect to what is reasonably appropriate coverage for projects comparable to the Community. In the event the Executive Board determines after such a review and evaluation that the insurance coverage required hereunder is not consistent with the requirements of the Act, the standards set by FNMA or FHLMC or otherwise reasonably appropriate coverage when compared to coverage for projects comparable to the Community, the Executive Board shall have the power to deviate from the specific provisions of this Article X only to the extent of providing such consistent and reasonably appropriate coverage, provided the Executive Board shall provide the Unit Owners at least thirty (30) days' prior written notice of any such deviation.

Section 10.04 Proceeds From Property Insurance. Proceeds from property insurance policies maintained by the Association shall be paid to the Association or a designated insurance trustee. The Association or such trustee shall hold any insurance proceeds in trust for the Unit Owners and lien holders as their interests may appear.

Section 10.05 Disposition of Insurance Proceeds.

a. Any portion of the Community for which the Association or any Unit Owner is required to maintain insurance hereunder is damaged or destroyed shall be repaired or replaced promptly by the Association or such Unit Owner, as the case may be, unless:

(i) the Community is terminated;

(ii) the repair or replacement would be illegal under applicable law; or

(iii) eighty percent (80%) of the Unit Owners, provided one hundred percent (100%) of the Unit Owners who own a Unit which will not be rebuilt, vote not to rebuild.

b. In the event the damage or destruction is repaired or replaced, the following provisions shall apply.

(i) If the Association is responsible for making the repair or replacement, the Executive Board shall promptly obtain reliable and detailed estimates of the costs of repairing or replacing the damage or destruction and shall negotiate the contract for the repair or replacement.

(ii) If the net proceeds of the insurance are insufficient to pay for the estimated cost of repair and restoration of any Common Elements, or for the actual cost thereof if the work has been done, the Executive Board shall promptly, upon the determination of a deficiency, levy a special Assessment against all Unit Owners based on the Unit Owners' General Common Expense Percentage for that portion of the deficiency as is attributable to the Common Elements.

(iii) No holder of a mortgage on any Unit shall have the right to require the Association to release for application to the payment of the mortgage any insurance proceeds (or funds raised by special Assessments) to the extent the same are not in excess of the costs of the repairs and the replacements. Any insurance proceeds received by the Association remaining after paying all of the costs of the repairs and the replacements shall be distributed to the Unit Owners.

c. If any part of the Community is damaged or destroyed and is not repaired or replaced the following shall apply:

(i) The insurance proceeds attributable to the damaged Common Elements shall be used to restore the damaged area to a condition compatible with the remainder of the Community, as determined by the Executive Board.

(ii) The insurance proceeds attributable to any damaged Limited Common Facilities shall be distributed equally to the Unit Owners of those Units to which those Limited Common Facilities were assigned.

(iii) The remainder of the proceeds shall be distributed to the Unit Owners in proportion to their respective General Common Expense Percentage.

If a Unit Owner elects not to rebuild his Unit, that Unit's vote in the Association and the General Common Expense Percentage shall be reallocated as if the Unit had been condemned as provided in Section

5107(a) of the Act, and the Association shall prepare, execute and Record an amendment to this Declaration and the Plats and Plans reflecting the reallocations.

Section 10.06 Association's Power to Compromise Claim. The Executive Board is hereby irrevocably appointed agent for each Unit Owner and first lien mortgagee for the purpose of compromising and settling claims arising under insurance policies purchased by the Association, and to execute and deliver releases therefor, upon the payment of claims.

Section 10.07 Other Insurance. The Executive Board shall also cause the following insurance coverage as may be applicable to the Community to be obtained. All premiums for insurance coverage shall be charged as General Common Expenses:

a. Workmen's Compensation Policy to meet the requirements of law.

b. Directors' Officers' Liability and such other insurance as the Executive Board shall deem necessary to satisfy the indemnification obligations of the Association as provided in this Declaration.

c. Blanket fidelity bonds as required in the Bylaws for all members of the Executive Board, officers and employees of the Association and all other persons who handle or are responsible for funds of or administered by the Association.

d. Such other insurance as the Executive Board shall determine from time to time to be necessary or desirable.

If available, and where applicable, the Executive Board shall endeavor to obtain policies which provide that the insurer waives its right of subrogation as to any claims against Unit Owners and members of their households, the Association, the Executive Board and their respective servants, agents and guests.

Section 10.08 Limitation of Liability. The Executive Board shall not be liable for injury or damage caused by the failure of the Executive Board to maintain or repair parts of the Community, except to the extent of the proceeds of insurance carried, collected and received by the Executive Board.

Section 10.09 Use of Unit and Insurance Premiums. No Unit shall be used, occupied or kept in a manner which will in any way increase the insurance premiums payable by the Association, without the prior written permission of the Executive Board, which permission, if given at all, shall be conditioned upon the Unit Owner of such Unit being required to bear the full amount of such increase. To the extent that the use or occupancy of a Unit or the Common Elements (whether permitted or without the permission of the Association) increases any insurance premium payable by the Association, the Association shall have the right to charge the amount of such increase to the Unit Owner of the Unit to which such increase is attributable. No Unit or any part of the Common Elements shall be used, occupied or kept in any manner which would violate any law, statute, ordinance or regulation of any governmental body or which would lead to the cancellation of any insurance policy or policies on the Declared Property.

Article XI
Easements and Declarant Rights

Section 11.01 Utility Services Easements. The Declarant or the Executive Board may grant easements for the present and future installation and maintenance, including the right to read meters, service or repair lines and equipment, and to do everything and anything necessary to properly maintain and furnish the following services, which, for purposes of this Declaration, are defined as "Utility Services": electric, water, sewer, gas and facilities and appurtenances necessary to the same, which shall apply to the Declared Property. Nothing contained in this Section is intended to create public easements over the Declared Property. The

easements provided for in this Section, if granted, shall be limited to the Person, their employees, workers or agents.

Section 11.02 Entrance Signage Easement. The Declarant or the Executive Board shall have an easement for the maintenance, repair or replacement of the entrance signage and features and to do everything and anything necessary to properly maintain the entrance signage and features.

Section 11.03 Assignment of Rights. The rights granted herein to the Declarant may be assigned by the Declarant.

Section 11.04 Community Systems Easement. The Declared Property shall be subject to a perpetual non-exclusive easement for the installation and maintenance, including the right to read meters, service or repair lines and equipment, and to do everything and anything necessary to properly maintain and furnish the Community Systems and the facilities pertinent and necessary to the same, which easement shall run in favor of the Declarant. The Declarant shall have the right, but not the obligation, to install and provide the Community Systems and to provide the services available through the Community Systems to any and all Units within the Declared Property. Neither the Association nor any Unit Owner shall have any interest therein. Any or all of such services may be provided either directly through the Association and paid for as part of the Assessments or directly to the Declarant, any affiliate of the Declarant, or a third party, by the Unit Owner who receives the services. The Community Systems shall be the property of the Declarant unless transferred by the Declarant, whereupon any proceeds of such transfer shall belong to the Declarant. The Declarant shall have the right but not the obligation to convey, transfer, sell or assign all or any portion of the Community Systems or all or any portion of the rights, duties or obligations with respect thereto, to the Association or to any Person. The rights of the Declarant with respect to the Community Systems installed by the Declarant and the services provided through such Community Systems are exclusive, and no other Person may provide such services through the Community Systems installed by the Declarant without the prior written consent of the Declarant. However, the provision of the services available through the Community Systems installed by the Declarant shall be non-exclusive, and the Association may permit any third party to install and provide Community Systems and services through the Community provided the Community Systems shall be constructed and installed by such third party and on such non-exclusive terms and conditions as the Association may determine; provided, however, that such other Community Systems and services shall not affect or modify the rights of the Declarant.

Section 11.05 Ingress, Egress and Regress. Each Unit Owner shall have an easement, subject to any Rules and Regulations of the Association, in common with all other Unit Owners to use the entrances, exits, streets and sidewalks as a means of ingress, egress and regress to and from the Declared Property and the adjoining public streets.

Section 11.06 Parking. Subject to the provisions of this Declaration, availability and any Rules and Regulations of the Association, the Unit Owners shall have an easement to park in the parking areas of the Community.

Section 11.07 Public Easements. Fire, police, health, school buses and sanitation and other public service personnel vehicles shall have a permanent perpetual easement for ingress and egress over and across the roads and within the Community in the performance of their respective duties.

Section 11.08 Association and Executive Board.

a. The Association and its Executive Board, officers, agents and employees, shall have the irrevocable right and easement to have access to each Unit as may be necessary for the inspection, maintenance, repair or replacement of the Common Elements or the making of any addition or improvements thereto; or to make repairs to the Common Elements if such repairs are reasonably necessary for public safety

or to prevent damage to the Common Elements; or to abate any violation of law, orders, Rules or Regulations of the Association or of any governmental authorities having jurisdiction thereof.

b. The Association and the Executive Board shall have the right to grant permits, licenses and easements over and through the Common Elements for the necessary, useful or proper maintenance and operation of the Community.

c. The Declarant and the Association shall have the right, to connect or tie in to Unit Owners' outdoor water spigots and to use reasonable amounts of water therefrom without cost or charge for purposes of watering planted and grass areas in the Common Facilities. This right shall continue as to areas of the Declared Property for a period of ninety (90) days after the planting or replanting of such areas with landscaping, seed or sod.

Section 11.09 Declarant's Offices, Models, Construction Trailers and Signs. The Declarant reserves the right with respect to its marketing of Units to use the Common Facilities for the ingress and egress of itself, its officers, employees, agents, contractors and subcontractors and for prospective sale or rental of Units, including the right to park in parking spaces. The Declarant shall also have the right, until the conveyance of the last Unit it owns, to erect signs on the Common Facilities and on its Units advertising such Units for sale or lease. The Declarant shall have the right from time to time to locate and relocate model Units and sales or rental office or construction trailers in connection with the marketing and construction of Units. In addition, the Declarant shall have the right to locate, relocate and maintain model Units, manager's offices, sales and rental offices or construction trailers and Association offices on such Units created in the Additional Real Estate as the Declarant shall designate from time to time in the amendments to this Declaration recorded by the Declarant pursuant to the Act. The rights reserved for the Declarant by this Section shall remain in effect for five (5) years from the date of the last Unit transferred by the Declarant to an Owner. This Section shall not be amended without the prior written consent of the Declarant.

Section 11.10 Easement for Construction. The Declarant reserves the right and privilege without let or hindrance with respect to construction of the Units and Common Facilities of the Community, to go upon any and all of the Units and Common Facilities for purposes of construction, reconstruction, maintenance, repair, renovation, replacement or correction of the Units or Common Facilities (including, without limitation, to change the grade of grounds or to install drainage control devices so as to control possible drainage or run off of storm water in connection with the development of the Declared Property or adjacent land). This Section shall not be amended without the prior written consent of the Declarant.

Section 11.11 Encroachments. If any portion of the Common Elements hereafter encroaches upon any Unit, or if improvement on any Unit hereafter encroaches upon any other Unit or upon any portion of the Common Elements, as a result of settling or shifting of any Dwelling or Dwellings in which they are located or for other reasons, other than as a result of the purposeful or negligent act or omission of the Unit Owner of the encroaching Unit, or of the Association in the case of encroachments by the Common Facilities, a valid easement appurtenant to the encroaching Units or Common Elements for the encroachment and for the maintenance of the same shall exist for so long as the encroachment shall exist.

Section 11.12 Easement in Favor of Township. The Township, its agents and employees, shall have the irrevocable right and easement to have access to the Common Facilities to perform such obligations as may be necessary to complete, maintain, repair or replace the Common Facilities in the event that the Declarant or Association fails to do so. In addition, the Township, 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, upon at least ten (10) days prior written notice of any such order to the Community Association, in the case of a corrective or remedial order affecting the Common Facilities, or to a Unit Owner, where such corrective or remedial order affects a Unit, except in the case of an emergency. In addition, the Township has the discretion to burden the Community with the following sanitary sewer easements for the benefit of adjoining property:

a. Easement between proposed Units 31 and 32, as depicted on the Plats and Plans to Sloan Road;

b. Easement between proposed Units 12 and 13, as depicted on the Plats and Plans to Sloan Road;

c. Easement over Eden Boulevard to property known as "Alex's Tavern"; and

d. Easement between proposed Units 150 and 151, as depicted on the Plats and Plans to Peter's Way.

Section 11.13 Continuing Easements and Declarant Rights. Sections 11.01, 11.02, 11.03, 11.04, 11.05, 11.06, 11.07, 11.08, 11.09, 11.10, 11.11 and 11.12 shall run with the land and inure to the benefit of and be binding upon (as applicable) the Association, each Unit Owner, the Township, and each mortgagee, lessee, occupant or other person having any interest in any Unit or in the Common Elements at the time of reference.

Section 11.14 Recorded Easements and Licenses. Attached to and made a part of this Declaration as Exhibit "11.14" is a list of the recording data for Recorded easements and licenses appurtenant to or included in the Community or to which any portion of the Community is or may become subject.

Article XII
Assessment of Taxes

Section 12.01 Assessment of Taxes. Each Unit shall be assessed and taxed as a separate parcel of real estate and each Unit Owner is charged with the payment of all such taxes, municipal claims and liens assessed, liened or filed against his Unit.

Article XIII
Unit Owner Obligations

Section 13.01 Assessment Obligation.

a. Each Unit Owner covenants and agrees to pay to the Association all Assessments including, but not limited to: (i) regular Assessments for General Common Expenses to be made annually due and payable on a monthly basis based upon the budget of the Association; (ii) special Assessments, such assessments to be fixed, established and collected from time to time as hereinafter provided; (iii) delinquency Assessments, as established from time to time by the Executive Board, against any Unit Owner whose Assessments are delinquent for a period exceeding ten (10) days after the due date ("Delinquency Assessments"); (iv) Assessments for Limited Common Expenses; (v) any fines or interest charges; and (vi) Assessments for what may from time to time be determined by the Association to be Common Expenses. The Association may base its annual budget on the inclusion of three hundred forty-four (344) Units in the Community, constituting the anticipated number of Units in the Community, until the expiration of the period of time when either Declarant may create Units in the Additional Real Estate, after which time the annual budget shall be based on the number of Units actually in the Community.

b. The Assessments and costs of collection (including attorneys' fees) shall be a charge on the Unit and shall be a continuing lien upon the Unit from the time each Assessment or costs of collection become due. Each Assessment and costs of collection as hereinafter provided and pursuant to the Act, shall also be the personal obligation of the Unit Owner at the time when the Assessment first became due.

c. The Association shall have the right to assess as Limited Common Expenses charges against any one or more Units to provide services which are exclusively for such Units including, but not limited to, the improvement and maintenance of Controlled Facilities used principally by or benefiting the Unit Owners of such Units. Except for Limited Common Expenses which are included in the regular Assessments, all Assessments for Limited Common Expenses shall be paid by each Unit Owner within thirty (30) days of his receipt of notice from the Association.

d. The Community Association shall collect from each purchaser of a Dwelling from the Declarant at settlement a non-refundable contribution of One Thousand Two Hundred Dollars ($1,200.00) which payment shall be used by the Community Association for such purposes deemed appropriate or desirable by the Executive Board.

Section 13.02 General Common Expense Allocation. Each Unit in the Community shall be assigned a percentage (the "General Common Expense Percentage") which represents such Unit's proportionate share of the General Common Expenses of the Association. The General Common Expense Percentage, as allocated to each Unit in the Community on Exhibit "13.02", is determined based on the formula as set forth in Section 8.05 hereof.

Section 13.03 Amount of Assessments. Each Unit Owner is legally obligated to contribute to the General Common Expenses of the Association providing for the administration and maintenance, replacement and repair of the Common Elements of the Community, the administration and maintenance of the Association and all of its real and personal property, in such amounts as shall be determined by multiplying the General Common Expense Percentage of the Unit by the total General Common Expenses for the Community computed on an annual basis based upon amounts established in the budget prepared by the Executive Board. Limited Common Expenses shall be assessed in accordance with this Declaration. Sewer Charges shall be assessed in accordance with this Declaration. No Unit Owner may exempt himself from contributing toward such expenses by waiver of the use or enjoyment of any of the Common Elements or by abandonment of the Unit owned by him or by set-off or counterclaim.

Section 13.04 Time of Payment. Except as otherwise provided in this Declaration, payment by the Unit Owner of his share of the expenses aforesaid shall be made at the discretion of the Executive Board, provided that all regular and special Assessments shall be declared by the Executive Board annually and payable on a monthly basis. The failure of the Executive Board to formally declare any such annual Assessment shall result in the regular monthly Assessment for the immediately preceding month being the monthly payment of the Assessment due and payable for the next month. In the event Assessments are not paid as required, the Executive Board may assess fines, Delinquency Assessments and the costs of collection (including attorney's fees).

Section 13.05 Effect of Non-Payment of Assessment. Any Assessment or installment thereof (whether for General Common Expenses or Limited Common Expenses) not paid within thirty (30) days after the due date shall bear interest from the due date at the rate not greater than (a) fifteen percent (15%) per annum or (b) the highest rate permitted by the Act. The Association shall have the right to accelerate payment of all remaining proposed monthly payments of any Assessments for a period of twelve (12) months including the amount of any special Assessments. The Association may bring an action at law or in equity against the Unit Owner personally obligated to pay the same, or foreclose the lien described in Section 13.07 below against the Unit or do both, or it may seek and obtain any other remedy provided at law or in equity.

Section 13.06 Lien of Assessments. All Assessments and costs of collection thereof (including attorneys' fees), shall constitute a lien against said Unit in favor of the Association; provided that Delinquency Assessments, all fines, fees, charges, late charges, interest and costs of collection thereof (including attorneys' fees) shall be subordinate to the lien of any first mortgage on a Unit. Such lien shall be effective from and after the time the Assessment or charge becomes due. If the Assessment is payable in installments and one or more installments is past due, the entire unpaid balance of the Assessment becomes effective as a lien from the

due date of the delinquent installment. Upon full payment of all sums secured by the lien and a preparation fee, the party making payment shall be entitled to a recordable satisfaction of lien to be recorded at his sole expense. Such lien of the Association shall have the priority accorded Association liens by Section 5315 of the Act.

Section 13.07 Method of Enforcing Collection of Assessments. Any Assessment charged against a Unit, may be enforced by a lawsuit brought by the Executive Board on behalf of the Association or of the members of the Association in an action at law or equity. Any judgment against the Unit Owner and his Unit shall be enforceable in the same manner as is otherwise provided by law. Reasonable attorneys' fees and court costs incurred by the Executive Board incident to the collection of any Assessments or the enforcement of any lien, together with all sums advanced and paid by the Executive Board for taxes and payments on account of superior liens which may be required to be advances by the Executive Board in order to protect its lien, shall be payable by the Unit Owner and secured by such lien.

Section 13.08 Unpaid Assessments at the Time of Execution Sale Against a Unit. In the event that title to a Unit is transferred by Sheriff's sale pursuant to execution upon any lien against the Unit, the Executive Board may give notice in writing to the Sheriff of any unpaid Assessments which are a charge against the Unit, but have not been reduced to a lien, and the Sheriff shall pay the Assessments of which he has such notice out of the proceeds of the sale which remain in his hands for distribution after payment of all other claims which he is required by law to pay (including any claims of the Association given priority by the Act), but prior to any distribution of the balance to the former Unit Owner against whom the execution issued. The purchaser at such Sheriff's sale and the Unit involved shall not be liable for unpaid Assessments which became due prior to the Sheriff's sale of the Unit (except as provided under the Act). Any such unpaid Assessments which 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 the purchaser or acquirer of title at the Sheriff's sale, his successors and assigns. To protect its right to collect unpaid Assessments which are a charge against a Unit, the Executive Board may, on behalf of the members of the Association, purchase the Unit at Sheriff's sale provided such action is authorized by the affirmative vote of the majority of the Executive Board, and if it does so purchase, the Executive Board shall thereafter have the power to sell, convey, mortgage or lease such Unit, to any person whatsoever.

Section 13.09 Voluntary Sale of a Unit. Upon the voluntary sale or conveyance of a Unit, or any other transfer of the Unit, by operation of law or otherwise, except a transfer described in Sections 13.08 or 13.10, and a transfer by deed in lieu of foreclosure to a holder of a mortgage, the grantee shall be jointly and severally liable with the grantor for all unpaid Assessments for Common Expenses which are charges against the Unit as of the date of the sale, conveyance or transfer, but such joint and several liability shall be without prejudice to the right of the grantee to recover from the grantor, in the amount of any such unpaid Assessments which the grantee may pay, and until any such Assessments are paid, they shall continue to be a charge against the Unit, which may be enforced in the manner set forth in Section 13.07; provided, however, any person who shall have entered into a written agreement to purchase a Unit shall be entitled to obtain a written statement from the Association setting forth the amount of unpaid Assessments charged against the Unit Owner and its Unit, and if such statement does not reveal the full amount of the unpaid Assessments as of the date it is rendered, neither the purchaser nor the Unit after transfer thereof, shall be liable for the payment of the amount in excess of the unpaid Assessments shown on such statement.

Section 13.10 Mortgage Foreclosure. If a mortgagee of a "first" mortgage of record or other purchaser of a Unit acquires title to such Unit as a result of foreclosure of the first mortgage, or by deed in lieu of foreclosure, such acquirer of title, his successors and assigns, shall be liable only for the share of Common Expenses or other charges by the Association pertaining to such Unit or chargeable to the former Unit Owner which have accrued for a period of no more than six (6) months prior to acquisition of title as a result of the foreclosure. Such unpaid share of the charges shall be deemed to be General Common Expenses collectible from all of the remaining Unit Owners, including such acquirer, his successors and assigns.

Section 13.11 Assignment of Assessments. The Association may pledge or assign its right to collect and receive Assessments to a financial institution in order to secure a loan for the financing of the costs of maintaining, repairing or replacing any portion of the Common Facilities or Controlled Facilities if the Association does not have sufficient reserves to pay the costs of such maintenance, repair or replacement.

Section 13.12 Unit Owners' Negligence. Each Unit Owner shall be obligated to reimburse the Association for any expenses incurred by it in repairing or replacing any part or parts of the Common Elements damaged by his act, omission or negligence or by the act, omission or negligence of his tenants, agents, guests or licensees, promptly upon receipt of the Association's statement therefor. Such reimbursement shall be considered an unpaid Assessment collectable in any manner provided herein in the case of unpaid and past due annual Assessments.

Section 13.13 Surplus Revenues. If after the conclusion of any fiscal year the Association income exceeds its expenses for that fiscal year, the Executive Board may carry forward the surplus income to the following fiscal year. This carry forward of surplus revenues may be either applied by the Executive Board as a credit against current assessments, set aside as a contingency reserve, set aside as a capital reserve or any combination of these choices as the Executive Board shall so elect.

Article XIV
Transfer of Units

Section 14.01 Transfer of Units. Any Unit Owner may, at any time, transfer all of his ownership in his Unit to any other person, and it shall not be necessary to secure the prior consent of the Association, the Executive Board or any other Unit Owner. However, all Unit Owners shall comply with the appropriate provisions of Act, including Section 5407, as shall apply to the sale or transfer of a Unit.

Section 14.02 Payment to Association. Upon the transfer of a Unit from other than the Declarant, the purchasing Unit Owner shall pay to the Association at settlement the sum of One Thousand Two Hundred Dollars ($1,200.00). This payment is not refundable and, from time to time, the Executive Board may change the amount due without amending this Declaration. All purchasers of a Unit should contact the Association Manager to determine the fee due the Association.

Section 14.03 Declarant's Repurchase Option.

a. Any Unit Owner who decides to sell, market or list their Unit within one (1) year from the settlement date with the Declarant, shall first offer to the Declarant the right to repurchase the Unit at the Purchase Price paid by the Unit Owner to the Declarant at settlement. Any improvements made to the Unit following the date of settlement shall not be included in the purchase price that the Declarant pays to the Unit Owner if the Declarant elects to exercise its repurchase option. All notices from Unit Owner and Declarant shall be in writing and sent certified mail return receipt requested. The Declarant shall have thirty (30) days from the date of receipt of the Unit Owners notice to elect to exercise the Declarant's repurchase option.

b. Notwithstanding the provisions of Section 14.03(a) if the Unit Owner is required to offer their Unit for sale within one (1) year from the date of their settlement with the Declarant due to the permanent disability or death of the Unit Owner or change of employment necessitating relocation, then in that event, the Declarant's repurchase option shall not apply. If the Unit Owner provides the Declarant evidence that they met the qualifications of this Section 14.03(b) the Declarant agrees to provide a written waiver to the Unit Owner of its right to repurchase.

c. In the event that the Unit Owner is a corporation, partnership, limited liability company or other business entity, any transfer of interest in the entity which results in an effective change in control of such entity shall require compliance with this Section 14.03.

Article XV
Leasing of Units

Section 15.01 Leasing of Units.

a. No Unit Owner except the Declarant, 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 Rules and Regulations of the Association. All leases must be in writing for a term not to be less than one (1) year and shall be reviewed and approved by the Association for compliance with this Article XV prior to the lease term and occupancy commencing. 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. The provisions of the first two sentences of this paragraph shall not apply to the holder of a first mortgage lien on a Unit who acquires title thereto.

b. 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 15.01c. The amount of such unpaid Assessment paid to the Association by lessee after the nonpayment by the Unit Owner shall be a 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.

c. 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.

d. The inclusion of Subsections 15.01b. and 15.01c. of this Article XV 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.

e. The Declarant reserves the right to retain one or more Units in the Community to be used by the Declarant, its affiliates, employees, invitees, and licensees for any lawful purpose.

Article XVI
Use Restrictions

Section 16.01 Use Restrictions. Each Unit shall be subject to the following restrictions:

a. Except as used by the Declarant in connection with construction and marketing of Units in the Community, each Unit shall be used for residential purposes only; provided (subject to Subsection j. below) that occupations carried on in the Unit are permitted only if such use is incidental to the Unit's primary residential use; provided further that Unit Owners who pursue such incidental occupational use of their Unit shall have no employees, customers or clients at the Unit and shall obtain prior approval from all authorities having jurisdiction over the use of the Unit.

b. Units shall be occupied by no more persons than the maximum permitted by law for the Unit.

c. 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 Declared 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 that the Declarant has the right to include in the Community from the Additional Real Estate.

d. Each Unit Owner or occupant shall maintain his Unit in a safe, clean and sanitary manner and condition, in good order and repair and in accordance with all applicable restrictions, conditions, ordinances, codes and any Rules or Regulations which may be applicable hereunder or under law.

e. 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 Declared Property which unreasonably interferes with the quiet enjoyment and proper use of another Unit or the Common Facilities by the Unit Owner or occupant of any other Unit, or which creates or results in a hazard or nuisance on the Declared Property.

f. No sign, banner, flag (except the flag of the United States not to exceed fifteen (15) square feet), billboard or advertisement of any kind, including, without limitation informational signs, "for sale" or "for rent" signs and those of contractors and subcontractors, shall be erected on the Unit, without the prior written consent of the Executive Board. If permission is granted to any Owner to erect a sign within the Unit, the Executive Board reserves the right to restrict the size, shape, color, lettering, height, material and location of the sign, or in the alternative, provide the Owner with a sign to be used for such purposes. No sign shall be nailed or otherwise attached to trees. Unit Owners may not erect any sign on a Unit or on any of the Common Elements.

g. Unit Owners or occupants may not obstruct the Common Elements in any way including, but not limited to, interfering with any storm water drainage. Unit Owners or occupants may not store anything in or on the Common Facilities without the prior written approval of the Executive Board.

h. No clothes lines and no outdoor clothes drying or hanging shall be permitted in the Community, nor shall anything be hung, painted or displayed on the outside of the windows (or inside, if visible from the outside) or placed on the outside walls or outside surfaces of doors of any of the Units, and no awnings, canopies or shutters shall be affixed or placed upon the exterior walls or roofs of Units, or any part thereof, nor relocated or extended, without the prior written consent of the Executive Board.

i. Window air conditioners are not permitted.

j. No commercial, industrial, recreational or professional activity not permitted by the present zoning or other applicable laws or ordinances, shall be pursued on any Unit at any time. If zoning regulations change to expand the scope of activities that Unit Owners may pursue lawfully within the Unit, a Unit Owner may apply to the Executive Board for approval to commence the permitted use of his Unit. Each application shall be considered by the Executive Board on an individual basis. Once the Executive Board has given its approval to a particular use of a Unit, it may not revoke the approval as long as the nature and scope of the approved use remains unchanged. No Unit Owner shall permit his Unit to be used or occupied for any prohibited purpose.

k. Unit Owners shall not keep in any Unit animals, wildlife, livestock, reptiles or poultry of any kind, other than domesticated household birds and fish, house dogs or domesticated house cats. All animals shall be leashed (if outdoors) or kept within the Unit and shall not be permitted to roam free. The Association may restrict the walking of pets to certain areas. Owners who walk their pets on Common Facilities must clean up after their pets. Commercial activity involving pets, including, without limitation, boarding, breeding, grooming or training is not allowed. The ability to keep a pet is a privilege, not a right. If, in the opinion of the Executive Board, any pet becomes a source of unreasonable annoyance to others, or the owner of the pet fails or refuses to comply with these restrictions, the owner, upon written notice, may be required to remove the pet from the Community. Pets may not be left unattended or leashed in yards or garages or on porches or lanais. Pursuant to rules and regulations, the Executive Board may

further regulate pets, including but not limited to number and type of pets. Without limiting the foregoing, each Unit shall be limited to two (2) animals.

l. No portion of the Declared 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 Unit or in areas of the Declared 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 on the day these refuse materials are to be collected. Empty containers shall be removed promptly after collection.

m. To the extent permitted by law, a DBS antenna, MDS antenna or transmission-only antenna may be erected on a Unit provided it is may not be greater than 1 meter in diameter and prior approval of the Executive Board is obtained. No television broadcast antenna of any size or masts of any size attached to any of the above-listed antennas may be erected. Qualified antennas must be erected on the rear of the Unit, unless such placement impedes reception in which event such antenna may be erected in another location on the Unit provided that it is screened by landscaping or other material where reasonable. No antenna may be erected on Common Facilities.

n. Each Unit Owner shall maintain those portions of his Unit for which the Unit Owner is responsible in a manner satisfactory to the Association and in accordance with the Declaration and Rules and Regulations of the Association. 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. The Association, by its Executive Board, shall have the right to establish Rules and Regulations governing the maintenance of any Unit.

o. Driveways, streets and other exterior parking areas on the Declared Property shall be used by Owners, occupants and guests for fully operable, inspected and registered four wheel passenger vehicles, motorcycles, and standard bicycles only. No recreational vehicles, vans (other than non-commercial passenger vans), mobile homes, trailers, boats, trucks (unless licensed as a passenger vehicle and three-quarter ton or less capacity) or commercial vehicles (whether or not registered as a commercial vehicle with the State Department of Transportation) shall be permitted to be parked within the Community, except with the approval of the Executive Board on a day-to-day temporary basis in connection with repairs, maintenance or construction work on the Unit or if entirely enclosed in a Unit Owner's garage.

p. Motor vehicles, mini-bikes, motorcycles and bicycles may not be driven on the Common Facilities other than on streets.

q. Snowmobiles may not be driven within the Community.

r. Except for the Declarant, no Unit Owner may subdivide or partition his Unit.

s. No Unit Owner shall perform or permit to be performed any work to any portion of his Unit, which work may require access to, over or through Common Facilities (except access to the Unit over the private streets) or other Units without the prior consent of the Executive Board 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, the Association and the Declarant for all claims that such Person may assert in connection with such work;

(ii) indemnities of the Executive Board, the Association and the Declarant, 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 Units;

(iii) certificates of insurance, including liability and workmen's compensation coverage, in amounts and with companies reasonably acceptable to the Executive Board; and

(iv) all other information and protections which the Executive Board may reasonably require.

t. No Unit Owner may alter the Common Facilities.

u. No Unit Owner may alter the exterior of his Unit except in compliance with Article XVIII of this Declaration.

v. No sheds or pools of any kind shall be permitted.

w. No fountains shall be permitted on the Units.

Section 16.02 Applicability of Restrictions to Declarant.

a. The provisions of this Article are intended to restrict certain uses and activities 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 its work in the Community. The restrictions of this Article shall therefore not be binding upon Declarant in the performance of any of the work required in order to complete construction of the Community.

Article XVII
Occupancy Restrictions

Section 17.01 Occupancy.

a. The Community is intended to be "55 or Over Housing" within the meaning of the Fair Housing Act (42 U.S.C.A. § 3601 *et seq.*) ("FHA") so as to qualify as "housing for older persons" within the meaning of the FHA which requires at least one Person of the age of fifty-five (55) years or older occupy the Unit with limited exceptions.

b. No person eighteen (18) years of age and younger may be a permanent occupant of any Unit, except that persons eighteen (18) years of age and younger may be permitted to visit and temporarily reside for periods not to exceed a total of one hundred twenty (120) days in any calendar year. Such temporary residency shall be governed by Rules and Regulations adopted by the Board.

c. If a Unit is transferred by inheritance, the requirement as to one occupant of such Unit being fifty-five (55) years of age or older is waived as to occupancy by the heirs so long as no permanent occupant is eighteen (18) years of age and younger so long as at least eighty percent (80%) of all the Units in the Community are occupied by one person fifty-five (55) years of age or older.

d. It shall be the responsibility of the Board to determine whether eighty percent (80%) of the Units in the Community are occupied by at least one person who is fifty-five (55) years of age or older.

e. Subject to the terms of this Declaration, the Board shall have the authority to make any additional capital improvements upon the Common Facilities necessary to provide facilities or services specifically designed to meet the requirements of the FHA.

f. Subject to the FHA, occupancy shall not be permitted by any Person who is or intends to reside permanently in the Unit who is under the age of 19 years unless such Person is a handicapped dependent and protected by the provisions of the FHA. A Person is permanently residing in the Unit if he occupies the Unit for sixty (60) days per year. Nothing contained in this Declaration shall be deemed to prohibit the visitation by guest or children under the age of 19 years. Permitted visitations shall not exceed fourteen (14) consecutive days in any calendar year.

g. No occupancy of any Unit shall be permitted, begin or continue if such occupancy would be in violation of the provisions of this Declaration or result in the loss of the Community's "55 or Over Housing" exemption under the FHA.

h. No transfer, sale, gift, lease, assignment, grant, purchase, rental or occupancy of any Unit shall be made by any Owner or any subsequent prospective purchaser or lessee until the existing Owner who desires to transfer makes full disclosure to the Executive Board in writing of the name, address and age of the prospective purchaser or lessee and all prospective residents of the Unit, together with evidence that said prospective purchaser or lessee and residents meet all qualifications set forth herein. Verification may consist of copies of driver's licenses, birth certificates or similar recognized substantiation.

i. Subject to the FHA, in the event that a Unit Owner dies, testate or intestate, leaving as heirs one or more Persons who are not age qualified, these restrictions shall in no way be deemed to restrict the ownership of said Unit by the heirs; provided, however, that said heir or heirs, their successors or assigns, shall not reside in the Unit until the Executive Board has determined whether the Community age restrictions have been complied with.

j. In addition to requiring that reliable documentation of the age of the occupants of a Unit be provided by the Unit Owners to the Association upon the purchase of a Unit in the Community, the Association, in order to verify that the occupancy requirements are being complied with by the occupants of the Units within the Community, the Association shall require periodic updates of such initial information, through a survey of the occupants of the Units within the Community or through other means, at least every other year or at such other intervals as may be required by law.

Article XVIII
Architectural Review

Section 18.01 Improvements, Alterations and Additions. No external improvement, alteration (including change of exterior finish or color, landscaping, plantings, cutting, pruning or removal of plants, shrubs and trees) or addition to a Unit shall be commenced, erected, installed or maintained upon the Unit before the Unit Owner submits to the Executive Board an application requesting the Executive Board's review and obtains prior written approval of such improvement, addition or alteration.

Section 18.02 Application Contents and Process.

a. The Executive Board shall have the right to establish design criteria and standards for improvements, alterations, and additions within the Community.

b. Each Unit Owner shall submit to the Executive Board by mail or personal delivery to the manager, plans and specifications showing the nature, kind, shape, height, materials, finish, colors and location of the Unit Owner's proposed change, alteration or addition to the Unit. The submission shall contain proof of compliance with all applicable codes, laws and ordinances.

c. The Executive Board has the right to approve or disapprove any proposed construction or other change to exterior aspects of a Unit for any reason, whether subjective or objective, including judgments based in whole or in part upon a sense of taste, aesthetics, harmony, suitability or compatibility with the Community. If the submission is for the repair or restoration of damage or destruction to a Unit, then the purpose of the review by the Executive Board under this Article is only for the purpose of confirming that the proposal described in the submission will restore the exterior aspects of the Unit to the condition and appearance preceding the damage or destruction without material change. The approval of the Executive Board is required for any change to the exterior aspects of the Unit from the condition and appearance preceding the damage or destruction.

d. The Executive Board shall review the plans to determine, *inter alia*, whether they are harmonious and compatible with the Units in the Community and consistent with the design criteria, if any, developed by the Executive Board.

e. The Executive Board shall issue a written decision to the Owner within 45 days after the date the Owner's submission, completed in compliance with the requirements of this Article and the Rules and Regulations, is received by the Executive Board. The 45-day period can be extended by mutual agreement of Owner and the Executive Board and, if the Executive Board requires additional information to make its decision, the 45-day period will be extended for the period of time equal to the number of days between the date the request for additional information was made to Owner and the date the additional information was received by the Executive Board. The decision of the Executive Board is final, conclusive and binding upon all Owners. No Owner shall commence work or make a commitment for work requiring approval under this Article unless and until Owner receives written confirmation of approval under this Article.

f. If the submission is disapproved, the reasons for disapproval shall be included in the written decision. A decision of disapproval is final but without prejudice; the Owner is permitted to resubmit the Owner's submission, modified or amended, for review by the Executive Board in accordance with the provisions of this Article.

g. If a conditional approval is given, commencement of the work described in the submission constitutes an acceptance by the Owner of all conditions of approval set by the Executive Board.

h. If no decision is issued within the 45-day period (as it may have been extended), the proposal described in the submission is deemed denied.

Section 18.03 Exclusion from Architectural Review. The provisions of this Article XVIII does not give the Executive Board authority to regulate, control or determine external design, appearance, use or location of Common Facilities under development, or to be developed, or Units under construction, or to be constructed, marketed or sold by the Declarant if and when such design, appearance, use and location shall have received any required approvals by the Township or its appropriate departments or officials. This Article does not apply to the Declarant.

Section 18.04 Architectural Review. The Executive Board may delegate its rights and duties under this Article in whole or in part to an architectural review committee under the applicable provisions of the Bylaws. If delegation has been made to an architectural review committee, the architectural review committee shall exercise the rights and carry out the responsibilities as may be delegated by the Executive Board.

Section 18.05 Fees. The Executive Board may adopt a schedule of fees that may be charged for the review of submissions under this Article.

Section 18.06 Waiver. The Executive Board is authorized to interpret the requirements affecting Units under this Article and the applicable provisions of the Rules and Regulations. The Executive Board is authorized to grant reasonable waivers from these requirements but only upon a finding by the Executive Board that the Owner has furnished sufficient evidence to substantiate to the satisfaction of the Executive Board the standards set forth below. The authority to grant waivers may not be delegated by the Executive Board to the architectural review committee. If the Executive Board grants to any Unit a waiver from any requirement, the decision applies only to that Unit and only so long as the Unit remains in compliance with the conditions of the waiver. The grant of a waiver as to any Unit does not create or imply any obligation on the part of the Executive Board to grant a waiver to another Unit whether or not similar circumstances apply. The following standard must be met for the granting of a waiver:

a. The requirement creates an unreasonable hardship to the Owner due to peculiar physical features of the Unit.

b. Compliance with the requirement would result in an unreasonable economic burden on the Owner that would be alleviated by the requested waiver.

c. The waiver requested would not materially alter the Unit so that it would not be compatible or harmonious with other Units in the vicinity of the applicant's Unit.

Section 18.07 Limited Review. The Executive Board may, in rendering any decision or responding to any request for waiver, consider whether the proposal is in compliance with applicable laws and may request the Owner to furnish evidence that substantiates compliance. However, neither the Executive Board nor any Declarant nor any other Person or Persons exercising or participating in the rights of review or approval under this Article, whether or not the Person is qualified to render advice as an architect, engineer, attorney or other professional, has any responsibility or obligation to review submissions for, or bears any liability for:

a. Compliance of submissions with applicable law or advising any Person of the need for any approvals, permits or licenses under applicable law.

b. Conformity of submissions to architectural or engineering design standards or advising upon the suitability of construction materials or methods.

c. Compliance with requirements of mortgagees or insurance companies.

d. Any health, safety, liability or other issues.

Section 18.08 No Liability. Neither the Association, Executive Board, Declarant, officers of the Association, nor any other Person or committee exercising rights of review or approval under this Article shall have any liability to any Person arising from or related to the exercise of or failure to exercise the rights of review under this Article, the issuance of or failure to issue any decision under this Article, or the grant of or failure to grant any waiver under this Article.

Section 18.09 Township Zoning Code. The foregoing use restrictions are not intended to and do not expand permitted uses under the applicable zoning code of the Township in effect at the time of the final approval of the Community.

Article XIX
Compliance and Default

Section 19.01 Compliance and Default.

a. Each Unit Owner shall be governed by and shall comply strictly with the terms, covenants, conditions and restrictions of the Act, this Declaration, the Bylaws and the Rules and Regulations of the Association adopted pursuant thereto, and the same as they may be amended from time to time.

b. The Executive Board shall have the power to adopt, amend and enforce compliance with such reasonable Rules and Regulations relative to the operation, use and occupancy of the Units and the Common Elements consistent with the provisions of this Declaration and the Act, including, but not limited to such enforcement procedures and penalties for violations as the Executive Board shall deem appropriate. Any such Rules and Regulations shall be adopted or amended, from time to time, by means of appropriate resolutions duly approved by the Executive Board in accordance with the Bylaws. A copy of such Rules and Regulations and copies of any amendments thereto shall be delivered or mailed to each Unit Owner or occupant of a Unit promptly after the adoption thereof and shall become binding upon all Unit Owners, their successors in title and assigns, and occupants.

c. Failure of any Unit Owner, other than the Declarant, to comply with any provisions of the Act, this Declaration, the Bylaws or any Rules and Regulations shall entitle the Association or the other Unit Owners to the remedies provided in this Declaration and the Act, and also to the following relief, none of which remedies shall be exclusive of any other remedies:

(i) To sue for the recovery of damages or for injunctive relief, or both.

d. In any proceeding arising because of an alleged failure of an Owner to comply with the terms of this Declaration, the Bylaws and the rules and regulations, if any, and the same as they may be amended from time to time, each party shall be responsible for their own costs of the proceeding and attorneys' fees.

e. The failure of the Declarant, Executive Board, or any Unit Owner to enforce any covenant, restriction or other provision of the Act, this Declaration, the Bylaws or the Rules and Regulations of the Association adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

Article XX
Dispute Resolution

Section 20.01 Agreement to Encourage Resolution of Disputes Without Litigation.

a. The provisions of this Article are to encourage and facilitate the resolution of disputes without the necessity of litigation.

b. Declarant, the Association and its officers, directors, committee members, and Unit Owners (collectively, the "Party or Parties"), in the best interest of the Community are encouraged to seek the amicable resolution of disputes involving the Community without the emotional and financial costs of litigation. Accordingly, each Party shall not file suit in any court with respect to a Claim described in subsection 20.01c. unless and until it has first submitted such Claim to the alternative dispute resolution procedure set forth in Section 20.02 and make a good faith effort to resolve such Claim.

c. As used in this Article, the term "Claim" shall refer to any claim, grievance or dispute arising out of or relating to:

(i) the interpretation, application, or enforcement of the Declaration, the Rules and Regulations or the Bylaws; or

(ii) the rights, obligations, and duties of any Party under the Declaration, the Rules and Regulations, or Bylaws; or

(iii) the design or construction of improvements within the Community.

d. The following shall not be considered "Claims" unless all Parties to the matter otherwise agree to submit the matter to the procedures set forth in Section 20.02:

(i) any suit by the Association to collect assessments or other amounts due from any Owner; and

(ii) any suit by the Association to obtain a temporary restraining order (or emergency equitable relief) and such ancillary relief as the court may deem necessary in order to maintain the status quo and preserve the Association's ability to enforce the provisions of this Declaration; and

(iii) any suit which does not include the Declarant or the Association as a Party, if such suit asserts a Claim which would constitute a cause of action independent of the Declaration, Rules and Regulations or Bylaws; and

(iv) any suit in which any indispensable party is not a Party; and

(v) any suit as to which any applicable statute of limitations would expire within one hundred and eighty (180) days of giving the notice required by Section 20.02 a., unless the Party or Parties against whom the Claim is made agree to toll the statute of limitations as to such Claim for such period as may reasonably be necessary to comply with this Article.

Section 20.02 Dispute Resolution Procedures.

a. The Party asserting a Claim ("Claimant") against another Party ("Respondent") will give written notice to each Respondent and to the Board stating plainly and concisely:

(i) the nature of the Claim, including the Party involved and the Respondent's role in the Claim; and

(ii) the legal basis of the Claim (i.e., the specific authority out of which the Claim arises); and

(iii) the Claimant's proposed resolution or remedy; and

(iv) the Claimant's desire to meet with the Respondent to discuss in good faith ways to resolve the Claim.

b. The Claimant and Respondent will make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation. If requested in writing, accompanied by a copy of the notice, the Board may appoint a representative to assist the Parties in negotiating a resolution of the Claim.

c. Mediation.

(i) If the Parties have not resolved the Claim through negotiation within thirty (30) days of the date of the notice described in Section 20.02a. (or within such other period as the Parties may agree upon), the Claimant will have thirty (30) additional days to submit the Claim to mediation with an entity designated by the Association (if the Association is not a party to the Claim) or to an independent agency providing dispute resolution services in Montgomery County, Pennsylvania.

(ii) If the Claimant does not submit the Claim to mediation within such time, or does not appear for the mediation when scheduled, the Claimant will be deemed to have waived the Claim, and the Respondent will be relieved of any and all liability to the Claimant (but not third parties) on account of such Claim.

(iii) If the Parties do not settle the Claim within thirty (30) days after submission of the matter to mediation, or within such time as determined reasonable by the mediator, the mediator will issue a notice of termination of the mediation proceedings indicating that the parties are at an impasse and the date that mediation was terminated. The Claimant will thereafter be entitled to file suit or to initiate administrative proceedings on the Claim, as appropriate.

(iv) Each Party will bear its own costs of the mediation, including attorney's fees, and each Party will share equally all fees charged by the mediator.

d. Any settlement of the Claim through negotiation or mediation will be documented in writing and signed by the Parties. If any Party thereafter fails to abide by the terms of such agreement, then any other Party may file suit or initiate administrative proceedings to enforce such agreement without the need to again comply with the procedures set forth in this Article. In such event, the Party taking action to enforce the agreement or award will, upon prevailing, be entitled to recover from the non-complying party (or if more than one non-complying party, from all such Parties in equal proportions) all costs incurred in enforcing such agreement or award, including, without limitation, attorneys' fees and court costs.

Section 20.03 Initiation of Litigation by Association.

a. In addition to compliance with the foregoing alternative dispute resolution procedures, if applicable, the Association will not initiate any judicial or administrative proceeding unless first approved by a vote of the Unit Owners entitled to cast seventy-five percent (75%) of the votes in the Association, excluding the votes held by Declarant, except that no such approval will be required for the following actions or proceedings:

(i) initiated while Declarant owns any portion of the Property or has the right to construct or add units to the Community; or

(ii) initiated to enforce the provisions of the Declaration, Bylaws, and Rules and Regulations, including collection of assessments and foreclosure of liens; or

(iii) initiated to challenge *ad valorem* taxation or condemnation proceedings; or

(iv) initiated against any contractor, vendor, or supplier of goods or services arising out of a contract for services or supplies; or

(v) to defend claims filed against the Association or to assert counterclaims in proceedings instituted against it.

b. This Article shall not be amended unless such amendment is approved by the same percentage of votes necessary to institute proceedings except any such amendment shall also be approved by Declarant for so long as Declarant owns any portion of the Property or has the right to construct or add Units to the Community.

Article XXI
Indemnification of Officers, Executive Board, Committee Members and Township

Section 21.01 Indemnification.

a. The Association shall indemnify every Executive Board member, officer and committee member, his heirs, executors and administrators, against all losses, costs and expenses, including attorneys' fees, reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been an Executive Board member, officer or a committee member, except as to matters as to which he shall be finally adjudged in such action, suit or proceeding to be liable for gross negligence or willful misconduct. In the event of a settlement, indemnification shall be provided only in connection with such matter covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of gross negligence or willful misconduct in the performance of his duty as such Executive Board member, officer or committee member in relation to the matter involved. The foregoing rights shall not be exclusive of other rights to which such Executive Board member, officer or committee member may be entitled. All loss, cost and expense incurred or suffered by the Association by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated by the Association as General Common Expenses; provided, however, that nothing contained in this Article shall be deemed to obligate the Association to indemnify any member, who is or has been an Executive Board member, officer or a committee member of the Association with respect to any duties or obligations assumed or liabilities incurred by him under and by virtue of his membership in the Association.

b. The Association shall indemnify the Township from any actions, claims or charges brought by a Owner in the event the Township, pursuant to the provisions of Section 7.12, maintains the Common Facilities.

Article XXII
Amendments

Section 22.01 Generally. Subject to the other provisions of this Declaration and the Act relative to amendments, this Declaration may be amended in the following manner:

a. Prior to the transfer of any Unit by the Declarant to a Unit Owner, the Declarant may amend this Declaration in any legal fashion as the Declarant may deem appropriate. After such first transfer of title, the terms of the following subsections shall apply; provided, however, that any other provisions of this Declaration setting forth other conditions of amendment shall take precedence.

b. An amendment may be proposed by either the Executive Board or twenty percent (20%) of the Unit Owners. No resolution of the Executive Board adopting a proposed amendment shall be effective unless it has been adopted by the affirmative vote of at least sixty-seven percent (67%) of the Unit Owners. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting of the Executive Board in which a proposed amendment is considered, and shall be served upon all Unit Owners and the Township in the manner hereinafter provided for service of notices.

c. In the alternative, an amendment may be made by an agreement signed and acknowledged by at least sixty-seven percent (67%) of the Unit Owners in the manner required for the execution of a deed, and such amendment shall be effective when Recorded.

d. Except as otherwise permitted by the Act and provided in this Declaration, no amendment may increase the number of Units or change the boundaries of any Unit, Common Expense liability or voting strength in the Association allocated to a Unit, or the uses to which any Unit is restricted without the unanimous consent of the Unit Owners. No amendment of this Declaration or any action taken by the Association or its Executive Board, shall be made or taken which, in any way would affect any of the rights, privileges, powers and options of the Declarant, its successors or assigns unless the Declarant, or its successors or assigns shall join in the execution of such amendment or consent, in writing, to the action of the Association or Executive Board.

e. A copy of each amendment shall be attached to or included with a certificate, certifying that the amendment was duly adopted, which certificate shall be executed and acknowledged by the officers of the Executive Board with the formalities of a deed. The amendment shall be effective when such certificate and copy of the amendment are Recorded.

f. If any amendment to this Declaration or the Bylaws is necessary in the judgment of the Executive Board to change, correct or supplement anything appearing or failing to appear therein which is ambiguous, incorrect, defective or inconsistent with anything in either this Declaration, the Bylaws or the Act, or if such amendment is necessary to conform to the requirements of FNMA or FHLMC, the Executive Board may, at any time and from time to time effect an appropriate corrective amendment without the approval of the Unit Owners upon receipt by the Executive Board of an opinion from independent counsel to the effect that the proposed amendment is permitted by the terms of this paragraph and by the Act.

g. No Amendment of this Declaration which affects the provisions benefiting the Township shall be effective without the written consent of the Township.

h. No Amendment of this Declaration which affects the provisions benefiting the Declarant shall be effective without the written consent of the Declarant.

Article XXIII
Termination

Section 23.01 Statute. The Declaration and, thus, the Community may be terminated as provided by Section 5220 of the Act.

Section 23.02 Destruction. In the event it is determined in the manner provided in the Act and the Bylaws that any Common Element shall not be reconstructed after casualty, the Community will be thereby terminated as to such Common Element. The determination not to reconstruct after casualty shall be evidenced by a certificate of the Executive Board executed by the President and Secretary or Treasurer certifying as to the facts effecting the termination, which certificate shall become effective upon being Recorded.

Section 23.03 By Agreement. The Declaration may be terminated at any time by agreement, in writing, in the form of a Deed of Revocation, executed by one hundred percent (100%) of the Unit Owners. Such Deed of Revocation shall become effective upon being Recorded.

Section 23.04 General Provisions. Upon termination of the Community, each Unit Owner shall thereby become a tenant-in-common of the Common Facilities as provided in Section 5220 of the Act, and the mortgagee and lienor of a former Unit Owner shall have a mortgage and lien solely and exclusively upon the respective interest of such tenant in common in the Common Facilities after the termination.

Section 23.05 The Association shall not be terminated as provided in the Act or in this Article XXIII without the written consent of the Township.

Article XXIV
Notice

Section 24.01 Notice. All notices required to be served upon Unit Owners pursuant to the Act, this Declaration or the Bylaws shall be sufficient if delivered to the Unit or mailed to the Unit Owner at the Unit mailing address by regular mail. The effective date of a notice shall be the date of delivery to the Unit in the case of actual delivery and a date five (5) days after deposit in the mail in the case of notice sent by mail.

Article XXV
Miscellaneous Provisions

Section 25.01 Severability. If any provisions of this Declaration are determined to be invalid, that determination shall not affect the validity or effect of the remaining provisions hereof or the Bylaws or any Rules and Regulations, all of which shall continue in effect as if such invalid provisions had not been included herein.

Section 25.02 Headings. The headings herein are for reference purposes only and shall not affect the meaning or interpretation of this Declaration.

Section 25.03 Compliance with Law. The Association shall comply with all governmental laws, ordinance and regulations.

Section 25.04 Effective Date. This Declaration shall become effective when it has been Recorded.

Section 25.05 Binding. This Declaration shall inure to the benefit of and shall be binding upon the Declarant's successors or assigns.

Section 25.06 Construction. Number and gender, as used in this Declaration, shall extend to and include both the singular and plural and all genders as the context and construction require.

Section 25.07 Rights of Township. The Township shall be a third party beneficiary of the provisions of this Declaration that require the Declarant to substantially complete the Common Facilities and require the Association to maintain, repair and replace the Common Facilities. In addition to those rights which the Township may have under law, the Township shall have the right, but not the obligation, to compel the substantial completion, maintenance, repair and replacement of the Common Facilities under this Declaration. In the event the Declarant or the Association fails to fulfill its obligations hereunder, the Township may perform such obligations and be reimbursed for all expenses incurred. The Township shall have the right to place a lien against the Common Facilities, in the event the Association does not reimburse the Township for the cost of maintaining, repairing and replacing the Common Facilities, which lien shall be given the same force and effect, and shall be enforced in the same manner, as a municipal lien.

Section 25.08 Disclaimer as to Community Systems. Declarant, its affiliated entity, the Association, their successors or assigns may enter into contracts for the provision of security services through any Community Systems. DECLARANT, ITS AFFILIATED ENTITY, THE ASSOCIATION, THEIR SUCCESSORS OR ASSIGNS DO NOT GUARANTEE OR WARRANT, EXPRESSLY OR IMPLIEDLY, THE MERCHANTABILITY OR FITNESS FOR USE OF ANY SUCH SECURITY SYSTEM OR SERVICES, OR THAT ANY SYSTEM OR SERVICES WILL PREVENT INTRUSIONS NOTIFY AUTHORITIES OF FIRES OR OTHER OCCURRENCES, OR

THE CONSEQUENCES OF SUCH OCCURRENCES, REGARDLESS OF WHETHER OR NOT THE SYSTEM OR SERVICES ARE DESIGNED TO MONITOR SAME; AND EVERY OWNER OR OCCUPANT OF PROPERTY RECEIVING SECURITY SERVICES THROUGH THE COMMUNITY SYSTEMS ACKNOWLEDGES THAT DECLARANT, ITS AFFILIATED ENTITY, THE ASSOCIATION, ANY SUCCESSOR OR ASSIGN ARE NOT INSURERS OF THE OWNER OR OCCUPANT'S PROPERTY OR OF THE PROPERTY OF OTHERS LOCATED ON THE UNIT AND WILL NOT BE RESPONSIBLE OR LIABLE FOR LOSSES, INJURIES OR DEATHS RESULTING FROM SUCH OCCURRENCES. It is extremely difficult and impractical to determine the actual damages, if any, which may proximately result from a failure on the party of a security service provider to perform any of its obligations with respect to security services and, therefore, every owner or occupant of property receiving security services through the Community Systems agrees that Declarant, its affiliated entity, the Association, any successor or assign assumes no liability for loss or damage to property or for personal injury or death to persons due to any reason, including, without limitation, failure in transmission of an alarm, interruption of security service or failure to respond to an alarm because of (a) any failure of the Owner's security system, (b) any defective or damaged equipment, device, line or circuit, (c) negligence, active or otherwise, of the security service provider or its officers, agents or employees, or (d) fire, flood, riot, war, act of God or other similar causes which are beyond the control of the security service provider. Every owner or occupant of a Unit obtaining security services through the Community Systems further agrees for himself, his grantees, tenants, guests, invitees, licensees and family members that if any loss or damage should result from a failure of performance or operation, or from defective performance or operation, or from improper installation, monitoring or servicing of the system, or from negligence, active or otherwise, of the security service provider or its officers, agents, or employees, the liability, if any, of the Declarant, its affiliated entity, the Association, their successors or assigns for loss, damage, injury or death shall be limited to a sum not exceeding Two Hundred Fifty U.S. Dollars ($250.00), which limitation apply irrespective of the cause or origin of the loss or damage and notwithstanding that the loss or damage results directly or indirectly from negligent performance, active or otherwise, or non-performance by an officer, agent or employee of Declarant, its affiliated entity, the Association, their successor or assign of any of same. Further, in no event will Declarant, its affiliated entity, the Association, their successors or assigns be liable for consequential damages, wrongful death, personal injury or commercial loss.

In recognition of the fact that interruptions of Community Systems services will occur from time to time, no Person described above shall in any manner be liable, and no user of the Community Systems shall be entitled to any refund, rebate, discount or offset in applicable fees, for any interruption in Community Systems services, regardless of whether or not same is caused by reasons within the control of the then-provider of such services.

Section 25.09 Disclaimer as to Controlled Access to Community. DECLARANT, THE ASSOCIATION, THEIR SUCCESSORS OR ASSIGNS DO NOT GUARANTEE OR WARRANT, EXPRESSLY OR IMPLIEDLY, THE MERCHANTABILITY OR FITNESS FOR USE OF THE CONTROLLED ACCESS TO THE COMMUNITY ANY SECURITY SERVICES, OR THAT ANY SERVICES WILL PREVENT INTRUSIONS, NOTIFY AUTHORITIES OF FIRES OR OTHER OCCURRENCES, OR THE CONSEQUENCES OF SUCH OCCURRENCES, EVERY OWNER OR OCCUPANT OF A UNIT ACKNOWLEDGES THAT DECLARANT, THE ASSOCIATION, ANY SUCCESSOR OR ASSIGN ARE NOT INSURERS OF THE OWNER OR OCCUPANT'S PROPERTY OR OF THE PROPERTY OF OTHERS LOCATED ON THE UNIT AND WILL NOT BE RESPONSIBLE OR LIABLE FOR LOSSES, INJURIES OR DEATHS RESULTING FROM SUCH OCCURRENCES.

Section 25.10 Restraints; Perpetuities. If and to the extent that any of the covenants, restrictions or easements contained in this Declaration would otherwise be unlawful or void for violation of the rule against perpetuities, any rule restricting restraints on alienation, or any other applicable statute or common law rule analogous thereto or otherwise imposing limitations upon the time for which such covenants, restrictions or easements may be valid, then the specific covenant, restriction or easement that would violate any such rule or statute shall continue and endure only until the expiration of a period of 21 years after the death of the last to survive of a class of persons consisting of all of the following persons living at the date of this Declaration: (a) the lawful descendants of President George W. Bush; (b) the lawful descendants of Queen Elizabeth II of England; and the lawful descendants of each individual executing or attesting to this Declaration on behalf of a Declarant.

Section 25.11 Governing Law. This Declaration shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

Section 25.12 Excusable Delays. Whenever performance is required of any Person under this Declaration, the Person shall use all due diligence to perform and take all necessary measures in good faith to perform; provided, however, that if completion of performance shall be delayed at anytime by reason of acts of God, war, civil commotion, riots, strikes, picketing or other labor disputes, unavailability of labor or materials, damage to work in progress by reason of fire or other casualty, inability or delays in receiving approvals or permits, provided such Person has used all due diligence and good faith in seeking such approvals or permits in a timely manner, unforeseen site conditions, or any cause beyond the reasonable control of such Person, then the time for performance as specified in this Declaration shall be appropriately extended by the amount of the delay actually so caused. This provision shall not operate to excuse any Person from the prompt payment of Assessments or other sums required to be paid under this Declaration.

Section 25.13 Approval Rights. Nothing contained in this Declaration shall limit the right of the Declarant, the Association and the Association Board to exercise its business judgment or act in a subjective manner with respect to any matter as to which it has been granted such right and any such exercise shall not be deemed inconsistent with any covenant of good faith or fair dealing implied by law to be a part of this Declaration. The Declarant, the Association Board and the Association may each act in its sole, commercially reasonable discretion and business judgment and, with respect to any requested consent and any such exercise, such action shall not be deemed to be inconsistent with any covenant of good faith and fair dealing otherwise implied by law to be a part of this Declaration.

Section 25.14 Continuation. No breach of this Declaration shall (a) entitle any Owner or other Person to cancel, rescind or otherwise terminate this Declaration or the Person's duties and liabilities under this Declaration; or (b) defeat or render invalid the lien of any mortgage or other lien made in good faith and for value as to any Units or the Common Facilities; however, this limitation does not impair any other rights or remedies for the breach that a Person may have under this Declaration or otherwise under applicable laws.

Section 25.15 Binding Effect. This Declaration, unless otherwise provided, shall upon recording run with the Declared Property and the Declarant, Association, Executive Board, all Unit Owners, their successors and assigns shall be bound thereby.

Section 25.16 Declarant's Power of Attorney.

a. The Declarant hereby reserves for itself, its successors and assigns, the right to execute on behalf of all contract purchasers, Unit Owners, mortgagees, other lienholders or other parties claiming a legal or equitable interest in the Common Elements, any such agreements, documents, amendments or supplements to the Declaration which may be so required by any institutional lender, governmental or quasi-governmental agency, or title insurance company designated by the Declarant to insure title to any portion of the Community.

b. By acceptance of a deed to any Unit, every contract purchaser, Unit Owner, mortgagee, or other lienholder, or any party having a legal or equitable interest in the Common Elements does hereby irrevocably name, constitute, appoint and confirm the Declarant, its successors and assigns, as attorney-in-fact for the purpose of executing the Declaration and other instrument(s) necessary to effect the provisions provided in Section 25.16a..

c. The power of attorney provided in Section 25.16b. is expressly declared and acknowledged to be coupled with an interest in the subject matter hereof and the same shall run with the title to all Units and be binding upon the heirs, personal representatives, successors and assigns, of any of the parties set forth in this Section. The power of attorney shall be vested in the Declarant, its successors and assigns, for a period of twenty-five (25) years from the date this Declaration is Recorded, or until the Declarant has conveyed title to the last Unit within the Community, whichever occurs first. Thereafter, said power of attorney shall automatically vest in the Community Association and may be exercised by the Board.

IN WITNESS WHEREOF, the Declarant has set its hand and seal the day and year first written above.

Attest:

Name: JOHN P. PITSCHI
Title: Project Manager

Toll PA II, L.P., a Pennsylvania limited partnership

Name: Charles T Breeler
Title: Asst VP

COMMONWEALTH OF PENNSYLVANIA :

: ss.

COUNTY OF Montgomery :

Be it Remembered, that on this 5th day of October, ~~2004~~ 2005, before me, a Notary Public in and for the Commonwealth and County aforesaid, personally appeared Charles T. Breder, who acknowledged himself/herself to be the general partner of the Toll PA II, L.P., and that he/she, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Toll PA II, L.P. by himself/herself as such officer.

In Witness Whereof, I have hereunto set my hand and official seal.

Notary Public Julie Miller

My Commission Expires:

Notarial Seal
Julie Miller, Notary Public
Phoenixville Boro, Chester County
My Commission Expires Apr. 15, 2007
Member, Pennsylvania Association Of Notaries

Exhibit 1.01

Description of the Real Estate

EASTERN STATES ENGINEERING

Civil Engineering, Land Surveying and Land Planning Services
250 Gibraltar Road
Suite 2E
Horsham, PA 19044
PHONE (215) 914-2050
FAX (215) 293-5489

October 5, 2005

DESCRIPTION OF PROPERTY
FOGEL TRACT
BLOCK 48, LOTS 16 AND 18 AND BLOCK 64, LOT 6

All that certain lot or parcel of ground situated in Upper Providence Township, Montgomery County, Pennsylvania, as shown on a plan entitled "Plan of Survey – Block 48, Lots 16 and 18 and Block 64, Lot 6 – Fogel Tract", dated February 22, 2002 and "Final Major Subdivision Plan, Regency at Providence (A.K.A. Fogel Tract)", dated December 8, 2003, last revised January 28, 2005, prepared by Eastern States Engineering, Inc., more particularly described as follows:

Beginning at a point in or near the center of Egypt Road (33 feet wide), being located approximately 1334 feet southeasterly along Egypt Road, from the intersection of the center of Hollow Road and the center of Egypt Road and running; thence

1. Leaving the bed of Egypt Road along Lots 14 and 15 in Block 48, passing over an ½ " iron pin found 187.92 feet from the beginning of this course, North 06 degrees 22 minutes 17 seconds East a distance of 1155.83 feet to a point in the line of Lot 11, Block 48; thence
2. Along Lots 11, 10, 9 and 8, North 36 degrees 54 minutes 21 seconds East a distance of 1203.77 feet to a 1 ¼" iron pipe found, being a corner to Lot 8 Block 48; thence
3. Along Lots 8 and 1, Block 48, South 66 degrees 51 minutes 27 seconds East a distance of 1204.78 feet to a corner of Lot 1 Block 48 and in the line of Lot 1 Block 47; thence
4. Along the line of Lot 1 Block 47, South 38 degrees 21 minutes 25 seconds West a distance of 533.58 feet to a fence post found a common corner to Lots 1 and 11 in Block 47; thence
5. Along the line of Lot 11 and 13, Block 47, South 36 degrees 30 minutes 10 seconds West a distance of 1726.11 feet to a point in or near the center of Egypt Road; thence
6. Along the center of Egypt Road, South 75 degrees 01 minutes 13 seconds East a distance of 192.24 feet to a corner of Lot 5 block 64; thence
7. Along the line of Lot 5 Block 64, passing over a ½" iron pin found 17.91 feet from the beginning of this course, South 13 degrees 30 minutes 42 seconds West a distance of 192.92 feet to a ½" iron pin found, a corner to Lot 5 Block 64; thence
8. Along the line of Lots 5, 4, 3, 2 and 1, Block 64, passing over a concrete monument found 199.87 feet from the beginning of this course, South 76 degrees 29 minutes 18 seconds East a distance of 488.04 feet to a corner in or along Anderson Road (50 feet wide); thence
9. Along Anderson Road, South 37 degrees 09 minutes 52 seconds West a distance of 868.08 feet to a 1 ¼" iron pipe found in the line of Lot 22 Block 62; thence
10. Along Lots 22, 23, 24, Block 62, North 60 degrees 05 minutes 43 seconds West a distance of 446.42 feet to a concrete monument found, a corner to Lot 24, Block 62; thence

11. Along Lots 24 and 25, Block 62, South 35 degrees 04 minutes 18 seconds West a distance of 353.65 feet to a concrete monument found, a corner to Lot 25, Block 62 and in the line of Lot 5, Block 62; thence
12. Along the line of Lot 5,Block 62, North 39 degrees 02 minutes 16 seconds West a distance of 242.02 feet to a 1" square galvanized pin found, a corner to Lot 5, Block 62; thence
13. Still along the line of Lot 5,Block 62, South 36 degrees 05 minutes 39 seconds West a distance of 482.09 feet to ½" iron pin found, a corner to Lot 35, Block 62; thence
14. Along Lots 35, 36, 37, the terminus of the 60 foot wide right of way of Thoms Drive and Lot 38, Block 62, North 46 degrees 49 minutes 00 seconds West a distance of 1211.49 feet to a ½" iron pin found, a common corner to Lot 38, Block 62 and Lot 8 Block 64; thence
15. Along Lot 8, Block 64, North 36 degrees 44 minutes 56 seconds East a distance of 1018.45 feet to a corner in or near the center of Egypt Road.
16. Along the center of Egypt Road, South 74 degrees 47 minutes 56 seconds East a distance of 630.94 feet to the first mentioned point and place of beginning.

Excepting thereout and therefrom a tract of land described as follows:

Tract one, also known as Lot 7, Block 64

Beginning at a point in or near the center of Egypt Road (33 feet wide), being located 263.00 feet, South 74 degrees 22 minutes 09 seconds East of the point of beginning in the above described tract, said point also being the common corner of Lots14 and 16 in Block 48 and running; thence

1. Along the center of Egypt Road (33 feet wide), South 74 degrees 22 minutes 09 seconds East a distance of 100.00 feet to a corner; thence
2. Leaving the bed of Egypt Road, South 11 degrees 37 minutes 51 seconds West a distance of 200.00 feet to a corner; thence
3. North 74 degrees 22 minutes 09 seconds West a distance of 100.00 feet to a corner; thence
4. North 11 degrees 37 minutes 51 seconds East a distance of 200.00 feet to the first mentioned point and place of beginning.

(Containing 19,951 square feet or 0.458 acres of land.)
Remaining lands containing 4,553,323 s.f. or 104.529 acres of land.

Excepting thereout the following lots:

Lots 1 thru 9, Lots 40 thru 49 and Lots 53 thru 55

(Containing 149,814 square feet or 3.439 acres of land.)
Remaining lands containing 4,403,509 square feet or 101.089 acres of land.

Subject to terms and conditions as shown on above referenced plan.
Subject to easements and restrictions of record, if any.
Description prepared by Eastern States Engineering, Inc., Horsham, Pa. 19044.

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EASTERN STATES ENGINEERING

Civil Engineering, Land Surveying and Land Planning Services

2747 PHILMONT AVENUE, P.O. BOX 38
HUNTINGDON VALLEY, PA 19006
PHONE (215) 914-2050
FAX (215) 914-2032

Description of Property

All that certain tract of land, situate in Upper Providence Township, Montgomery County, Pennsylvania, being lands now or late of Thomas H. Moffit and Alice C. Moffit, as shown on a ``ALTA/ACSM LAND TITLE SURVEY" prepared for Toll Brothers, Inc., by Schlosser and Clauss Consulting Engineers, Inc., of Hatfield, Pennsylvania, plan dated November 26, 2003, and being bounded and described as follows, to wit:

BEGINNING at a point, a PK nail in the bed of Hollow Road (existing legal right- of-way 33 feet), said point being a corner on line dividing these lands and lands now or late of Charles and Emily Shaffer as shown on the above referenced plan; thence

1.) Leaving the bed of Hollow Road, and advancing along said lands now or late Charles and Emily Shaffer, South 64 degrees 48 minutes 41 seconds East 831.16 feet to a point, a rebar; thence

2.) Advancing still along lands of Shaffer, North 20 degrees 39 minutes 53 seconds East 205.40 feet to a point, a 24 inch cherry tree; thence

3.) Advancing still along lands of Shaffer, North 25 degrees 13 minutes 44 seconds East 363.00 feet to a point, a rebar; thence

4.) Advancing partly along lands now or late of Claude and Judith Brigante, and partly along lands now or late of John P. Oakes, Jr., and partly along lands now or late of John and Barbara Shaffer, North 39 degrees 08 minutes 15 seconds East 430.53 feet to a point, a fence post; thence

5.) Advancing along lands now or late of Norristown Monthly Meeting of Friends, Inc., South 52 degrees 04 minutes 48 seconds East 214.49 feet to a point, a rebar; thence

6.) Advancing still along lands now or late of Norristown Monthly Meeting of Friends, Inc., North 78 degrees 06 minutes 24 seconds East 49.02 feet to a point, a fence post; thence

7.) Advancing still along lands now or late of Norristown Monthly Meeting of Friends, Inc., North 52 degrees 43 minutes 32 seconds East 197.94 feet to a point, a corner in the bed of Black Rock Road (existing legal right-of-way 33 feet); thence

8.) Advancing within the bed of said Black Rock Road, South 50 degrees 42 minutes 03 seconds East 858.00 feet to a point; thence

9.) Advancing still within the bed of said Black Rock Road, South 39 degrees 17 minutes 57 seconds West 16.50 feet to a point; thence

10.) Advancing partly still within the bed of said Black Rock Road, and crossing over same, South 50 degrees 42 minutes 03 seconds East 139.80 feet to a point, a corner; thence

11.) Crossing again the bed of said Black Rock Road, and advancing along lands now or late of Franklin Heritage

Hills Association, South 40 degrees 30 minutes 00 seconds West 1184.30 feet to a point, a rebar; thence

12.) Advancing still along said lands now or late of Franklin Heritage Hills Association, South 41 degrees 08 minutes 45 seconds West 559.38 feet to a point, a corner; thence

13.) Advancing along lands now or late of Mary Fogel, North 64 degrees 02 minutes 22 seconds West 1055.13 feet to a point, a corner; thence

14.) Advancing along lands now or late of Gary and Robin Ezell, North 37 degrees 42 minutes 31 seconds East 544.68 feet to a point, a rebar; thence

15.) Advancing still along lands now or late of Gary and Robin Ezell, and crossing the bed of the aforementioned Hollow Road, North 64 degrees 48 minutes 41 seconds West 880.44 feet to a point, an iron pipe near a stone; thence

16.) Advancing along lands now or late of B.A.B. Family Limited Partnership, and passing within the bed of said Hollow Road North 38 degrees 59 minutes 21 seconds East 257.44 feet to the first mentioned place and Point of BEGINNING.

CONTAINING in area 54.2696 acres of land, being the same more or less.

Subject to all easements and restrictions shown on the above referenced plan.

Exhibit 3.01a

Additional Real Estate

All that certain real property which is designated as Additional Real Estate as shown on the Plats and Plans.

Exhibit 5.01

Plats and Plans

See Plan Book 24, Page 286

REGENCY AT PROVIDENCE (A.K.A. FOGEL TRACT)

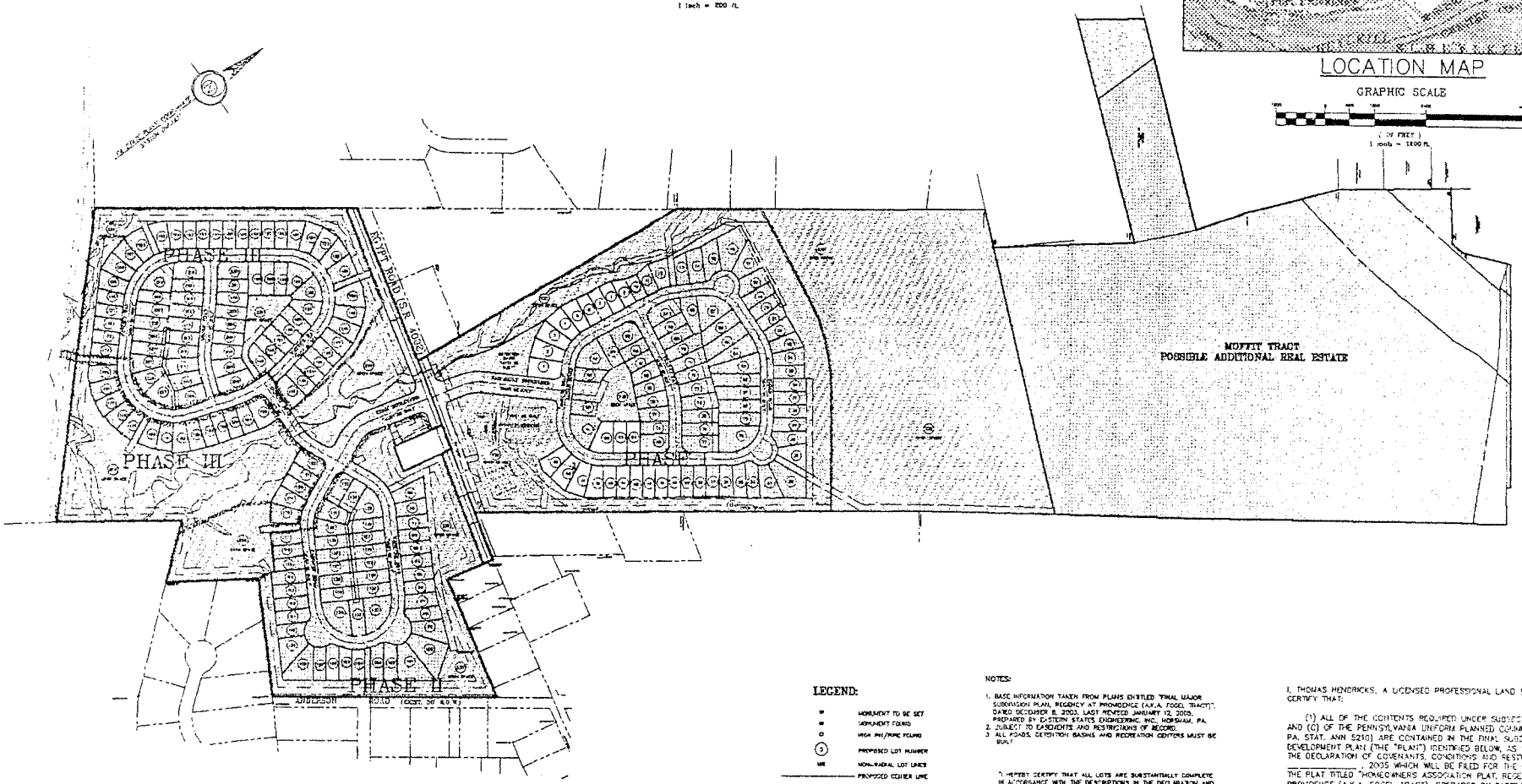
BLOCK 48 LOTS 16 AND 18, BLOCK 64 LOT 6
AND BLOCK 48 LOT 1
EGYPT ROAD (S.R. 4002)
UPPER PROVIDENCE TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA

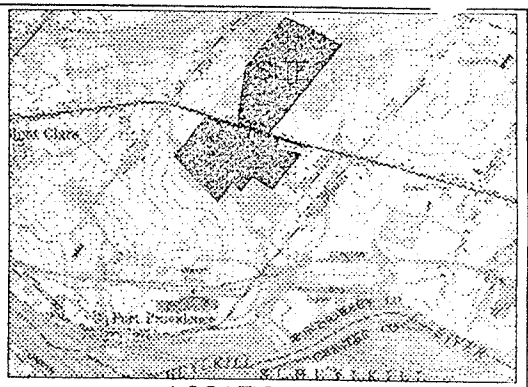
HOMEOWNER ASSOCIATION PLAT

GRAPHIC SCALE

(IN FEET)
1 inch = 200 ft.

COMMON ELEMENTS
ADDITIONAL REAL ESTATE
UNIT
RIGHT-OF-WAY





LOCATION MAP

GRAPHIC SCALE

(IN FEET)
1 inch = 1200 ft.

LEGEND:

- MONUMENT TO BE SET
- MONUMENT FOUND
- IRON PIN/PIPE FOUND
- PROPOSED LOT NUMBER
- NON-RADIAL LOT LINES
- PROPOSED CENTER LINE
- PROPOSED PROPERTY LINE
- BUILDING SETBACK LINE
- PROPOSED R.O.W.
- OUTBOUND LINE
- EASEMENT
- PHASE LINE
- WETLANDS

NOTES:

1. BASE INFORMATION TAKEN FROM PLANS ENTITLED "FINAL MAJOR SUBDIVISION PLAN, REGENCY AT PROVIDENCE (A.K.A. FOGEL TRACT)", DATED DECEMBER 8, 2003, LAST REVISED JANUARY 12, 2005, PREPARED BY EASTERN STATES ENGINEERING, INC., HORSHAM, PA.
2. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.
3. ALL ROADS, DETENTION BASINS AND RECREATION CENTERS MUST BE BUILT.

"I HEREBY CERTIFY THAT ALL LOTS ARE SUBSTANTIALLY COMPLETE IN ACCORDANCE WITH THE DESCRIPTIONS IN THE DECLARATION AND IN THE PUBLIC OFFERING STATEMENT."

I, THOMAS B. HENDRICKS, P.L.S., PA REGISTRATION NUMBER SU-044552-E, DO HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THE INFORMATION CONTAINED IN THE ACCOMPANYING PLAT HAS BEEN PREPARED IN ACCORDANCE WITH ACCEPTED ENGINEERING PRACTICE, IS TRUE AND CORRECT, AND IS IN CONFORMANCE WITH THE UNIFORM PLANNED COMMUNITY ACT, ACT NO. 1996-180 HB NO. 1737

THOMAS B. HENDRICKS, P.L.S. PA. LICENSE NO. SU-044552-E

I, THOMAS HENDRICKS, A LICENSED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT:

(1) ALL OF THE CONTENTS REQUIRED UNDER SUBSECTIONS 5210 (B) AND (C) OF THE PENNSYLVANIA UNIFORM PLANNED COMMUNITY ACT (68 PA. STAT. ANN 5210) ARE CONTAINED IN THE FINAL SUBDIVISION/LAND DEVELOPMENT PLAN (THE "PLAN") IDENTIFIED BELOW, AS SUPPLEMENTED BY THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS DATED _____, 2005 WHICH WILL BE FILED FOR THE COMMUNITY, AND THE PLAT TITLED "HOMEOWNERS ASSOCIATION PLAT, REGENCY AT PROVIDENCE (A.K.A. FOGEL TRACT), PREPARED BY EASTERN STATES ENGINEERING, INC. (THE "PLAT").

(2) THE PLAN TITLED " FINAL MAJOR SUBDIVISION PLAN, REGENCY AT PROVIDENCE (A.K.A. FOGEL TRACT)", DATED DECEMBER 8, 2003 (LAST REVISED 01/28/05), PREPARED BY EASTERN STATES ENGINEERING, INC (THE "PLAN"), HAS BEEN OR ABOUT TO BE RECORDED IN THE OFFICE OF RECORDER OF DEEDS IN NORRISTOWN, PENNSYLVANIA (THE "PUBLIC OFFICE").

THOMAS B. HENDRICKS, P.L.S. PA. LICENSE NO. SU-044552-E

ESE EASTERN STATES ENGINEERING
CIVIL ENGINEERS · LAND SURVEYORS · LANDSCAPE ARCHITECTS · LAND PLANNERS
230 GIBRALTAR ROAD
SUITE 2E
HORSHAM, PA 19044
TEL (215) 914-2050
FAX (215) 782-6280
THOMAS B. HENDRICKS
PROFESSIONAL LAND SURVEYOR
PA LICENSE NO. SU-044552-E

HOMEOWNERS ASSOCIATION PLAT

REGENCY AT PROVIDENCE
(A.K.A. FOGEL TRACT)
UPPER PROVIDENCE TOWNSHIP, MONTGOMERY COUNTY, PA

DATE 01/21/05	SCALE 1"=150'
DESIGN JT	DRAWN VMS
JOB NO. 1114	FILE NAME HOA50.01
PROJECT NO. HOA50.01	
SHEET NO. 1 OF 1	

Exhibit 6.03

Association Services

1. Snow removal from driveways and sidewalks
2. Gutter cleaning
3. Landscape maintenance including mowing, edging, weeding, trimming and fertilization
4. Trash removal
5. Repair and replace roof shingles
6. Repaint exterior of Dwellings

Exhibit 11.14

Recorded Easements and Licenses

1. Rights granted to utility companies in Deed Book 2096, Page 55 and Deed Book 4029, Page 134

2. Subject to the terms and conditions of contract and covenant Act 319 in Deed Book 4582, Page 335 and Deed Book 4588, Page 490

3. Subject to Declaration of Taking in Deed Book 3879, Page 238

Exhibit 13.02

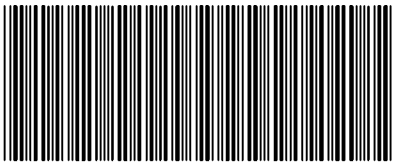
General Common Expense Percentage

Each of the Units in the Community has a General Common Expense Percentage of 100%, subject to amendment in accordance with Article VIII of this Declaration.

RECORDER OF DEEDS
MONTGOMERY COUNTY
Jeanne Sorg

One Montgomery Plaza
Swede and Airy Streets ~ Suite 303
P.O. Box 311 ~ Norristown, PA 19404
Office: (610) 278-3289 ~ Fax: (610) 278-3869

DEED BK 6292 PG 01545 to 01550
INSTRUMENT # : 2022074007
RECORDED DATE: 07/20/2022 01:02:30 PM



6130997-0022W

MONTGOMERY COUNTY ROD

OFFICIAL RECORDING COVER PAGE

Document Type:	Deed Miscellaneous	**Transaction #:**	6623292 - 1 Doc(s)
Document Date:	07/11/2022	**Document Page Count:**	5
Reference Info:		**Operator Id:**	dawhitner

RETURN TO: (Simplifile)
Reidenbach & Associates, LLC
229 W WAYNE AVE
WAYNE, PA 19087
(610) 572-7075

PAID BY:
REIDENBACH & ASSOCIATES LLC

*** PROPERTY DATA:**

Parcel ID #:	61-00-01612-00-0
Address:	
Municipality:	Upper Providence Township (100%)
School District:	Spring-Ford Area

*** ASSOCIATED DOCUMENT(S):**

FEES / TAXES:

Recording Fee:Deed Miscellaneous	$73.75
Additional Pages Fee	$2.00
Total:	$75.75

DEED BK 6292 PG 01545 to 01550
Recorded Date: 07/20/2022 01:02:30 PM

I hereby CERTIFY that this document is recorded in the Recorder of Deeds Office in Montgomery County, Pennsylvania.

Jeanne Sorg
Recorder of Deeds

Rev1 2016-01-29

PLEASE DO NOT DETACH

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

NOTE: If document data differs from cover sheet, document data always supersedes.
***COVER PAGE DOES NOT INCLUDE ALL DATA, PLEASE SEE INDEX AND DOCUMENT FOR ANY ADDITIONAL INFORMATION**

PREPARED BY AND WHEN RECORDED RETURN TO:

Neil M. Hilkert, Esq.
Reidenbach & Associates, LLC
229 W. Wayne Ave.
Wayne, PA 19087
(610) 572-7075

MONTGOMERY COUNTY COMMISSIONERS REGISTRY
61-00-01612-00-0 UPPER PROVIDENCE TOWNSHIP

REGENCY AT PROVIDENCE $15.00
B L **MASTER PARCEL** U 07/15/2022 JM

UPI 61-00-01612-00-0 (MASTER PARCEL NUMBER)

FIRST AMENDMENT TO THE DECLARATION OF REGENCY AT PROVIDENCE, A PLANNED COMMUNITY

Dated:
July 11, 2022

AMENDMENT TO DECLARATION OF REGENCY AT PROVIDENCE, A PLANNED COMMUNITY

This Amendment to the Declaration of Regency at Providence, a Planned Community is made on July 11, 2022, by Regency at Providence Community Association, Inc., a Pennsylvania non-profit corporation (the "Association"), organized under the laws of the Commonwealth of Pennsylvania.

RECITALS

WHEREAS, Regency at Providence, a Planned Community was created pursuant to a Declaration dated October 11, 2005, and recorded in the Montgomery County, Pennsylvania Recorder of Deeds Office in Deed Book 5577, Page 2059, et seq., on November 1, 2005 (the "Declaration");

WHEREAS, Section 5302(a)(16) of the Pennsylvania Uniform Planned Community Act, 68 Pa.C.S.A §5101 *et seq.* (the "Act") provides that a homeowners' association may exercise any powers necessary and proper for the governance and operation of such association; and

WHEREAS, Article XXII, Section 22.01(b) provides that an amendment may be proposed by the Executive Board and adopted upon the confirmation of an affirmative vote of at least sixty-seven (67%) of Unit Owners; and

WHEREAS, the Executive Board has determined that it is in the best interest of the Association to amend the Declaration relating to the responsibility for the maintenance, repair and replacement of Unit roofs; and

WHEREAS, the Association having obtained the required vote of the Association members desires to amend Exhibit 6.03, No. 5 of the Declaration; and

WHEREAS, this Amendment is made pursuant to the consent of the requisite amount of Owners approving such amendment and the authority of the Executive Board of the Association as set forth in Section 5219 of the Act and Article XXII of the Declaration.

NOW, THEREFORE, the Declaration is hereby amended as follows:

DECLARATION
Exhibit 6.03, No. 5
Association Services

Exhibit 6.03, no. 5 shall be deleted in its entirety. All responsibility for roof maintenance, repair and replacement shall be the responsibility of the Unit Owner as further provided in the Association Rules and Regulations.

IN WITNESS WHEREOF, the Association, under the laws of the Commonwealth of Pennsylvania and the Declaration of the Association, has caused this **Amendment to the Declaration** to be executed on the date first mentioned above. We, the undersigned Executive Board, have executed this Amendment to the Declaration of Covenants and Restrictions on this 11th day of July, 2022.

Regency at Providence Community Association, Inc.

By: Thomas S Davis

Thomas S. Davis, President

COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF Delaware :

I, a Notary Public in and for said County, in the State aforesaid, do hereby certify that **Thomas S. Davis,** whose name is subscribed to the foregoing instrument, personally appeared before me this day, and acknowledged that s/he is the **President** of Regency at Providence Community Association, Inc. and that he as such President of such Association, being authorized to do so, executed the within instrument on behalf of said Association by signing the name of the Association by himself as such President.

Given under my hand and notarial seal this 11th day of July, 2022.

Nicole Renea Howard

Notary Public
My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA - NOTARY SEAL
Nicole Renea Howard, Notary Public
Delaware County
My Commission Expires 04/29/2024
Commission Number 1268101

ATTESTED:

Regency at Providence Community Association, Inc.

By: Karen Windau
Karen Windau, Secretary

COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF Delaware :

I, a Notary Public in and for said County, in the State aforesaid, do hereby certify that **Karen Windau,** whose name is subscribed to the foregoing instrument, personally appeared before me this day, and acknowledged that s/he is the **Secretary** of Regency at Providence Community Association, Inc., and that she as such Secretary of such Association, being authorized to do so, executed the within instrument on behalf of said Association by signing the name of the Association by herself as such Secretary.

Given under my hand and notarial seal this 11th day of July, 2022.

Nicole Renea Howard
Notary Public
My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA - NOTARY SEAL
Nicole Renea Howard, Notary Public
Delaware County
My Commission Expires 04/29/2024
Commission Number 1268101

ALL PARCELS
FOR REFERNCE ONLY

1. 61-00-04839-005
2. 61-00-04839-041
3. 61-00-04839-086
4. 61-00-04839-428
5. 61-00-04839-464
6. 61-00-04839-527
7. 61-00-04839-014
8. 61-00-04839-059
9. 61-00-04839-392
10. 61-00-04839-437
11. 61-00-04839-473
12. 61-00-04839-536
13. 61-00-04839-023
14. 61-00-04839-068
15. 61-00-04839-401
16. 61-00-04839-446
17. 61-00-04839-482
18. 61-00-04839-032
19. 61-00-04839-077
20. 61-00-04839-419
21. 61-00-04839-455
22. 61-00-04839-518