

SETTLEMENTS EAST  
A FLEXIBLE PLANNED COMMUNITY  
PUBLIC OFFERING STATEMENT

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PURCHASER SHOULD READ THIS DOCUMENT  
CAREFULLY

FOR HIS OR HER OWN PROTECTION.  
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**WITHIN SEVEN (7) DAYS AFTER RECEIPT OF A PUBLIC OFFERING STATEMENT OR SEVEN (7) DAYS AFTER RECEIPT OF AN AMENDMENT TO THE PUBLIC OFFERING STATEMENT THAT MATERIALLY AND ADVERSELY AFFECTS THE RIGHTS OR OBLIGATIONS OF THE PURCHASER, THE PURCHASER, BEFORE CONVEYANCE, MAY CANCEL ANY CONTRACT FOR PURCHASE OF A LOT FROM A DECLARANT.**

**IF A DECLARANT FROM WHOM THE PURCHASER ACQUIRES A LOT FAILS TO PROVIDE A PUBLIC OFFERING STATEMENT AND ANY AMENDMENTS TO A PURCHASER BEFORE CONVEYING A LOT, PURCHASER, IN ADDITION TO ANY OTHER RELIEF MAY RECOVER FROM SUCH DECLARANT DAMAGES AS PROVIDED IN §5406(c) OF THE PENNSYLVANIA UNIFORM PLANNED COMMUNITY ACT, i.e., AN AMOUNT EQUAL TO FIVE PERCENT (5%) OF THE SALES PRICE FOR SUCH A LOT, UP TO TWO THOUSAND DOLLARS (\$2,000), OR IN AN AMOUNT EQUAL TO THE DAMAGES SUFFERED BY THE PURCHASER, WHICHEVER IS GREATER. HOWEVER, A MINOR OMISSION OR ERROR IN THE PUBLIC OFFERING STATEMENT OR AN AMENDMENT THERETO, THAT IS NOT WILLFUL SHALL ENTITLE A PURCHASER TO RECOVER ONLY ACTUAL DAMAGES, IF ANY.**

**IF A PUBLIC OFFERING STATEMENT IS RECEIVED BY THE PURCHASER MORE THAN SEVEN (7) DAYS BEFORE SIGNING A CONTRACT, THE PURCHASER CANNOT CANCEL THE CONTRACT UNLESS THERE IS AN AMENDMENT TO THE PUBLIC OFFERING STATEMENT THAT WOULD HAVE A MATERIAL AND ADVERSE EFFECT ON THE RIGHTS OR OBLIGATIONS OF THE PURCHASER.**

### **IMPORTANT NOTICE**

**NO PERSON HAS BEEN AUTHORIZED TO MAKE ANY REPRESENTATION WHICH IS NOT EXPRESSLY CONTAINED IN THIS PUBLIC OFFERING STATEMENT OR IN THE DOCUMENTS REFERRED TO IN THIS PUBLIC OFFERING STATEMENT. PURCHASERS SHOULD NOT RELY UPON ANY INFORMATION, DATA OR REPRESENTATION THAT IS NOT CONTAINED IN THIS PUBLIC OFFERING STATEMENT OR IN THE DOCUMENTS REFERRED TO IN THIS PUBLIC OFFERING STATEMENT.**

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Settlements East, a Flexible Planned Community  
Property Phase 1  
**Public Offering Statement -**

As required by the *Pennsylvania Uniform Planned Community Act*, 68 P.S.C.A. §5101, *et seq.* (the "Act"), this Public Offering Statement conveys information regarding the development known as Settlements East.

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

The Act describes a "Unit" as a "physical portion of the planned community designated for separate ownership or occupancy, ..." In this Public Offering Statement, the term "Lot" will be synonymous with the term "Unit."

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

The name of the Planned Community is Settlements East, a Flexible Planned Community. Settlements East Community is located north of the Pennsylvania Turnpike (Interstate Highway 76), west of an unnamed tributary to Swatara Creek and east of North Union Street in Manheim Township, Lancaster County, Pennsylvania.

The Declarant of Settlements East is GRH-3, LLC, with an address at 120 North Pointe Boulevard, Lancaster, PA 17601 (referred to as *a* Declarant and *the* "Developer Declarant" in this Public Offering Statement).

The Developer Declarant may assign some of the rights and duties of Declarant to builders within the Community (each referred to as *a* Declarant and *collectively* "Builder Declarant" in this Public Offering Statement).

**Within 7 days after receipt of this Public Offering Statement, or any amendment to this Public Offering Statement that materially and adversely affects the rights or obligations of the purchaser, the purchaser, before conveyance, may cancel any contract for purchase of a Lot from a Declarant.**

**If the Declarant from whom the purchaser purchases a Lot fails to provide a Public Offering Statement, and any amendments, to a purchaser before**



**conveying a Lot, the purchaser may, in addition to any other relief, recover from such Declarant an amount equal to 5% of the sales price of the unit up to a maximum of \$2,000 or actual damages, whichever is the greater amount.**

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

**If a purchaser receives the Public Offering Statement more than 7 days before signing a contract, the purchaser cannot cancel the contract unless there is an amendment to the Public Offering Statement that would have a material and adverse effect on the rights or obligations of that purchaser.**

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

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

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

- (a) In cases where delivery of a public offering statement is required under section 5401 (relating to applicability; waiver), a declarant shall provide a purchaser of a unit with a copy of the public offering statement and all amendments thereto not later than the date the purchaser executes the contract of sale for such unit or, if no contract of sale is executed, not later than seven days before conveyance of such unit. Unless a purchaser is given the public offering statement, including all the currently effective amendments thereof, within the time period referred to in the preceding sentence, the purchaser, before conveyance, may cancel the contract within

seven days, after first receiving the public offering statement and all currently effective amendments. If a public offering statement is amended after the public offering statement has been received by a purchaser of a unit, the amendment shall be provided to the purchaser promptly after it becomes effective. If the amendment materially and adversely affects the rights or obligations or both of the purchaser, then the purchaser, before conveyance, may cancel the contract of sale within seven days after receiving the amendment.

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

The Community is created as a Flexible Planned Community in accordance with the Act by the recordation of a *Declaration*. A copy of the *Declaration* and amendments thereto creating the Community are attached to this Public Offering Statement at **Tab #2**. Additional information regarding the *Declaration* is in Section 4 of this Public Offering Statement.

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

## 1. The Community of Settlements East

The tract of land identified as Settlements East (i.e. the Subject Property as defined in the Declaration) is a parcel of land located northeast of Landis Valley Road, northwest of Calvary Church, and southwest of Oregon Pike in Manheim Township, Lancaster County, Pennsylvania. The Subject Property is shown on the Subdivision Plan<sup>1</sup> (referred to as the "Settlements East Community" or the "Community"), and which is being developed in accordance with the Act.

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<sup>1</sup> (a) Final Phase 1 Subdivision and Land Development Plan for The Settlements East prepared by Robert Gabriel Associates, Inc., dated January 31, 2018, last revised May 24, 2018 and recorded in the Office of the Recorder of Deeds in and for Lancaster County, Pennsylvania ("Recorder's Office") on July 12, 2018 at Instrument No. 2018-0289-J.

(b) Revised Final Phase 1 Subdivision and Land Development Plan for The Settlements East prepared by Robert Gabriel Associates, Inc., dated March 26, 2019, last revised September 13, 2019 and recorded in the Office of the Recorder of Deeds in and for Lancaster County, Pennsylvania ("Recorder's Office") on September 27, 2019 at Instrument No. 2019-0386-J.

(c) Revised Final Subdivision and Land Development Plan for Settlements East – 2, prepared by Robert Gabriel & Associates, Inc. dated December 10, 2019, as approved by and on file with Manheim Township, a portion of such Revised Final Subdivision and Land Development Plan for Settlements East – 2, to be recorded hereafter in the Recorder's Office.

Although the Community is currently only a part of the overall land identified as Settlements East, other portions of the overall tract of land identified as Settlements East (referred to as "Additional Real Estate") may (but are not required to) be added to and become part of the Community.<sup>2</sup>

Settlements East Community is a residential subdivision comprised of individual residential building lots (on which homes are planned to be built), land for street rights-of-way (which will be offered for dedication to Manheim Township), and land and facilities for the use and enjoyment of residents of Settlements East ("Common Elements"). Parcel A and B, as shown on the Phase 1 Plan, are not part of the Community. Phase 2 is not part of the Community at this time but are part of the Additional Real Estate which may be incorporated into the Community. Declarant makes no representation or warranties as to how the Additional Real Estate will be developed or incorporated into the Community or even that it will be incorporated into the Community.

The principal types of homes that will be constructed on the Lots within the Community include home styles or types identified as, "single family" detached homes. All of the homes and Lots will be owned by the buyers in "fee simple" ownership. If Additional Real Estate is incorporated into the Community, different types of homes and/or dwellings may be constructed upon that real estate. Declarant makes no representation or warranty regarding the types of dwellings, that may be constructed upon the Additional Real Estate.

Declarant reserves the right to rent any of the Homes or Lots or to market blocks of Lots to investors.

Initially, the Community consists of 57 Lots intended for residential use.

The Community is located near Huber Run a small tributary to the Conestoga River.

Declarant hereby places all future owners of the Premises, including individual lot owners, on notice that the Storm Water Facilities were designed to accommodate a limited amount of impervious coverage upon each Lot. The impervious coverage limitation for each lot is identified upon Exhibit D to the Declaration and is reproduced below.

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<sup>2</sup> Phase 2 and the streets adjacent thereto as depicted on the Subdivision Plan constitutes the Additional Real Estate. Declarant makes no representation or warranty regarding the ultimate lay out of any lots created within the Additional Real Estate, or if, when or how the Additional Real Estate may be incorporated into the Community.

MAXIMUM IMPERVIOUS COVERAGE	
LOT NO.	IMPERVIOUS COVERAGE (SF)
1	3,600
2	3,600
3	4,360
4	3,600
5	3,300
6	3,200
7	3,200
8	3,200
9	3,200
10	3,200
11	3,300
12	3,200
13	3,600
14	3,300
15	3,200
16	3,600
17	3,200
18	3,200
19	3,600
20	3,600
21	8,300
22	3,200
23	3,200
24	3,200
25	3,000
26	4,600
27	3,400
28	3,700
29	3,600
30	3,200
31	3,000
32	3,000
33	3,200
34	3,500
35	3,500
36	3,500
37	8,700
38	5,700

<b>MAXIMUM IMPERVIOUS COVERAGE</b>	
<b>LOT NO.</b>	<b>IMPERVIOUS COVERAGE (SF)</b>
39	3,900
61	3,600
62	3,600
63	3,200
64	4,000
65	3,600
66	3,600
67	3,600
68	3,600
69	3,600
70	3,600
71	3,200
72	3,200
73	3,200
74	4,100
75	3,900
76	3,200
77	3,600
78	3,600

The impervious coverage limitations shall continue to apply after the initial construction of the dwelling upon the lot. After the construction of the dwelling, the lot owner shall consult with the Township before adding any additional impervious coverage to the lot. If a lot owner desires to exceed the stated maximum impervious coverage, the lot owner shall be required to implement additional storm water management facilities, which shall be reviewed and approved by the Township prior to construction. Further, the lot owner may need additional Township approvals, e.g. zoning approval, to exceed the lot coverages identified above. Any such Township approval is in addition to Association approval under Article VI. Declarant, subject to Township approval reserves the right to reallocate impervious coverage from Lots the Declarant owns without the approval of the Association or other Lot Owner.

## 2. Common Elements

Common Elements of the Community may consist of both Common Facilities, i.e. property owned by all of the Lot Owners within the Community through Settlements East Homeowners Association and Controlled Facilities, i.e. property maintained, but not owned by the Association.

The Common Elements will generally include the Storm Water System<sup>3</sup> and Roadways throughout the Community to the extent not accepted for dedication will be Common Elements. The Township has no obligation to accept any improvement for dedication, including but not limited to the roadways and Storm Water System.

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

The *Common Facilities* include Roadways throughout the Community to the extent not accepted for dedication. The Common Facilities do not include any land Conveyed or to be Conveyed to Governmental/Public Service Entities (provided that if any portion of the Community which has been offered for dedication has not been accepted and the Declarant has recorded a certificate of completion pursuant to Section 5205(a)(16)(x) of the Act, that portion of the Community shall be deemed a Common Facility).

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<sup>3</sup> Portions of Settlements East Community designated for the purpose of storm water drainage detention, retention and/or control of the volume and/or rate and/or the direction of storm water, together with improvements to Settlements East Community, including but not limited to BMP's, basins, pipes, swales, inlets, systems and other components and facilities appurtenant thereto as are constructed for the purpose of storm water drainage management. but excluding therefrom any On-Lot Storm Water Facilities as defined in the Declaration, do not include facilities, such as roof drain infiltrators, infiltration beds, rain barrels, rain gardens or other storm water improvements, which are located entirely within, and for the sole purpose of storm water management within, the boundaries of a single Lot.

The Declarant reserves the right to create Open Space Lots, which may be used in a variety of ways, including Storm Water Facilities, and such other uses as may be elected by Declarant.

The *Common Facilities* also include all Roadways, Storm Water Improvements and other improvements to the extent not accepted for dedication by Manheim Township or any other governmental entity. It is Developer Declarant's intent to offer all Roadways for dedication to Manheim Township. Manheim Township has no obligation to accept dedication of any roadway(s), storm water easement or any other improvement. Declarant does not warrant Manheim Township will accept dedication of the roadway(s), storm water easement or any other improvement.

Portions of the Storm Water System may be dedicated to Manheim Township. The Storm Water System may be maintained, in whole or in part, by Manheim Township, in accordance with the Stormwater Management Agreement and Declaration of Easement, as an expense of Settlements East Homeowners Association. (See **Tab #9s**)

Portions of the *Common Facilities* may be *Limited Common Facilities*.

*Limited Common Facilities* are *Common Facilities* allocated for the exclusive use appurtenant to one or more but fewer than all of the Lots. Currently, there are no Limited Common Facilities.

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

The *Controlled Facilities* include:

The Storm Water Facilities (as defined in the Declaration) located on real estate which is not owned by the Association, including but not limited to, the Lots, and the portions of the Storm Water System located on the adjacent real estate owned by Calvary Church, and the adjacent real estate owned by Jason M. and Mary Jane Hess.

The on-lot storm water facilities but only to the extent the same have not been maintained by the Lot Owner.

Development Signage as may be constructed by Declarant upon lands not owned by the Association.

The description of the obligations of the Association for the maintenance, improvement, repair, replacement, regulation, management and control of the Controlled Facilities is set forth in Section 4.2 of the Declaration.

Limited Controlled Facilities are defined in Section 1.8.2.2 of the Declaration. Currently, there are no limited controlled facilities.

All improvements upon a lot are defined as Limited Controlled Facilities to the extent the same are not maintained in accordance with the Subdivision Plan, and/or the Governing Documents, as amended from time to time, including but not limited to (a) landscaping and lawns, (b) the exterior of each home on a Lot, including roof, deck, porches, doors, stoops, (c) driveways and sidewalks, and (d) street trees, other trees and landscaping (including buffering) required by the Subdivision Plan upon the Lots.

## RESPONSIBILITY FOR STORM WATER SYSTEM

The Association shall undertake all post construction storm water maintenance obligations upon the NPDES Permit, the Subdivision Plan, the Storm Water Easements and other applicable requirements, as the same may be amended from time to time. See Exhibit "E" to the Declaration for the current post-construction management obligations for the Subdivision Plan.

Upon approval of the Declarant's notice of termination by the Department of Environmental Protection or by an authorized county conservation district, it shall be deemed that the association or Unit Owner, as applicable, agree to and shall become responsible for compliance with the storm water management facilities' permit terms and conditions, including long-term operation and maintenance of postconstruction storm water best management practices in accordance with applicable requirements.

### 3. Development of Settlements East Community

Development of Settlements East, and additions to the Community (if any) are anticipated in phases. Currently, only a portion of the Overall Parcel, i.e. Property Phase 1, as shown on the Subdivision Plan, is part of the Community.<sup>4</sup>

The Overall Parcel has been preliminarily planned for development into additional building lots on which individual residences will be built. Declarant has reserved

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<sup>4</sup> Parcels A and B as depicted upon the Phase 1 Plan are not part of the Community and are not subject to the Declaration.



the right to create a maximum of 84 Lots or Units within the Community if any portion of the Additional Real Estate is incorporated into the Community.<sup>5</sup>

The Builder Declarants will be offering Lots for sale with homes constructed on the Lots. The homes built, however, are not part of a Unit as defined in the Act. The Developer and Builder Declarants have commenced construction of all of the improvements to the Community required for the use and occupancy of the Lots as residential building lots as shown on the Subdivision Plans, including, but not limited to, the installation of streets, curbs, sidewalks, utility services, and Storm Water Facilities (collectively referred to as "Facilities and Amenities"). The Facilities and Amenities which "MUST BE BUILT" are listed in Exhibit "C" to the *Declaration*. The Developer Declarant has posted the following financial security with the indicated entities to assure the performance by the Original Declarant of these obligations:

Manheim Township	\$2,425,297.08 (original amount)
(utility services)	No financial security posted

As construction progresses, the amount of posted financial security will be reduced and eventually fully released by the applicable entity. If Additional Real Estate is incorporated, the amount of posted financial security may increase to account for additional public improvements to be undertaken by Declarant.

The source of funding to complete the Facilities and Amenities has been secured from private investors and traditional bank lenders.

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

Roadways including Rights-of-Way and Cartways (to be offered for dedication to Manheim Township) will be public rights of way upon acceptance of

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<sup>5</sup> Although preliminary plans have been filed with Manheim Township showing the subdivision of the land identified as Phase 2 of Settlements East into as many as 27 building lots, the final plan of development of the Overall Parcel may be comprised of a different number of lots, or may be planned in a different manner, subject to compliance with zoning and all other laws. If economic conditions change, it is possible that only Property Phase 1 of Settlements East will be developed in accordance with the preliminary plans.

If any portion of the Additional Real Estate is added to and becomes part of Settlements East Community, all of the Lots in each phase will be made subject to the provisions of the Act as the Phase is added. The maximum number of additional Lots which may be added to and become part of Settlements East Community is 43. Together with the 57 Lots within Settlements East Community, the maximum number of Lots which may be in Settlements East Community is 100. Initially, only the Subject Property is made subject to the provisions of the Act by the Declaration. Subsequently, additional Phases can (but are not required to) be made subject to the provisions of the Act by Amendment to the Declaration. Any and all Lots within phases added to Settlements East Community would be subject to all of the terms of the Declaration on an equal basis.

dedication. If the rights-of-way, streets, and/or curbs are not accepted for dedication by Manheim Township, they will be Common Facilities of Settlements East Homeowners Association. Manheim Township has no obligation to accept dedication of any roadway(s). Declarant does not warrant Manheim Township will accept dedication of the roadway(s).

Sewers conveying sewage waste will be conveyed to and owned by Lancaster Area Sewer Authority.

Water service pipes will be conveyed to and owned by the City of Lancaster.

Other utility service facilities are not being completed by the Developer Declarant and are, and will remain, the property of the respective service providers.

The Storm Water Facilities will be Common Elements of Settlements East Homeowners Association.

Settlements East Homeowners Association will have full responsibility for the cost of maintenance, repair, improvement, administration and regulation of the Facilities and Amenities which will be or become Common Elements of Settlements East Homeowners Association.

The Developer Declarant is scheduled to complete the Facilities and Amenities on or before the sale of the last Unit to a non-declarant, but the schedule is subject to change.

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

Notwithstanding the foregoing, each Lot Owner shall be responsible for the inspection, maintenance, repair and replacement of any on-Lot storm water facilities, not included within the definition of Storm Water Facilities, in accordance with the Declaration.

Some of the structural components of the Facilities and Amenities in the Community are existing as of the date of this Public Offering Statement.

The other structural components of the Facilities and Amenities in the Community are currently under construction and are not complete as of the date of this Public Offering Statement.

The list of all structural components in the Community, including the dates of construction, installation and major repairs of existing structural components (if known or ascertainable), the expected useful life of each item, and the estimated cost in current dollars of replacing each of the structural components is as follows:

Streets — Under Construction, expected useful life 20 years, \$87,255.  
(wearing course only)

Curbing — Under Construction, expected useful life 40 years, \$154,100.

Sewer System — Intended to be dedicated to Lancaster Area Sewer Authority.

Water System — Intended to be dedicated to the City of Lancaster.

Storm Water System — Under Construction, expected useful life 100 years, \$600,000 (structural components only, excluding grading and excavation costs).

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

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

Subdivision approval from Manheim Township, which has been obtained, and which does not expire.

Approval of the design of the sanitary sewer system from Lancaster Area Sewer Authority which has been obtained, and which does not expire.

NPDES (National Pollutant Discharge Elimination System) Permit (Permit No. PAG02003615010) issued by the Pennsylvania Department of Environmental Protection, which has been obtained, and which expires on May 19, 2020.

The Association will assume all obligations of Developer Declarant under the NPDES Permit and the Post Construction Stormwater Maintenance Plan

recorded for the Property, and will become a co-permittee with other adjacent land owners.

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

Building Permits from Manheim Township for construction of homes on the individual Lots, which have not been obtained, are expected to be obtained immediately prior to the construction of a home on a Lot, the expense of which is the responsibility of the builder of the home.

Certificates of Occupancy from Manheim Township for permission to occupy homes constructed on the individual Lots, which have not been obtained, are expected to be obtained immediately prior to the occupancy of a home on a Lot, the expense of which is the responsibility of the builder of the home.

4. The Declaration

**A copy of the Declaration is attached to this Public Offering Statement at Tab #2.**

The Declaration may be amended by a vote of the owners of seventy-five percent (75%) of the Lots then within the Community. In addition, if required by any governmental entities having jurisdiction over land use, mortgagees of lots, title insurers, or financing agencies, a Declarant may amend the Declaration or other documents governing the development and use of the Community.

The Declaration defines and describes:

- a. the components of "Settlements East, a Flexible Planned Community" (§§ 2.3 - 2.6)
- b. provisions regarding the procedure and consequences of the addition of Additional Real Estate to the Community in which additional Units, Common Elements, and Limited Common Elements may be created (§§2.8, 3.6)
- c. uncompleted improvements and Common Elements and the provisions regarding assurance of completion (§ 2.10)
- d. the property rights and responsibilities regarding the Common Elements including:
  - 1) Owner's easement of enjoyment (§ 3.3.4)
  - 2) limitation of easements, rights and privileges (§ 3.4 and § 3.5)

- e. easements and licenses granted to the Association and to the Declarant (§ 3.5)
- f. a list of current restrictions, easements or licenses appurtenant to or included in the Community excluding the Declaration (§ 3.5.13)

The Declaration establishes that Settlements East Homeowners Association, Inc. (the "Association") will be the entity responsible for complying with the responsibilities set forth in the Declaration. The Declaration defines and describes:

- a. the composition of the Association (§ 4.1)
- b. the powers and duties of the Association (§ 4.1.1)
- c. the responsibilities of the Association for the maintenance, improvement, repair, replacement, regulation, management and control of the:
  - 1) Common Elements, including Common or Controlled Facilities (§ 4.2.1)
  - 2) Storm Water System and Storm Water Facilities (§ 4.2.1.1)
  - 3) Cartways (§4.2.1.2.)
  - 4) Controlled Facilities (§4.2.2.)
- d. the ability of the Association to negotiate generally available rates for the collection of Household Trash and Recyclables (§4.2.3.)
- e. enforcement by Manheim Township (§ 9.1)
- f. insurance to be carried by Association (§ 4.3)
- g. Membership and voting rights in the Association (§ 4.4)

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

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

- a. the composition of the Executive Board (§ 4.5)
- b. powers and duties of the Executive Board (§ 4.5.1)
- c. right and limitation of Declarant to appoint members of the Executive Board during and only during the Development Period (§ 4.5.2)
- d. provisions regarding transfer of control of the Executive Board from Declarant to members elected by the Lot Owners (§ 4.5.2)
- e. indemnification of officers, Executive Board and committee members (§ 4.5.3)

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

- a. creation of the lien and personal obligation of assessments (§ 5.1)
- b. purpose of assessments (§ 5.3)
  - 1) Annual Assessments (§ 5.4)
  - 2) Special Assessments for capital improvements (§ 5.5)
- c. to repair damage caused by Owner (§ 5.7)
- d. to maintain, repair or replace the On-Lot Storm Water Facilities, dwelling, driveway or other Dwelling Related Improvements located on a lot or lots (§5.9)
- e. payments of assessments (§ 5.8)
- f. remedies of the Association for nonpayment of assessments (§ 5.11)
- g. procedure for issuance of estoppel certificates (§ 5.2)

The Declaration establishes Special Declarant Rights to:

- a. subject the Community to easements (§ 3.5, Article VII)
- b. modify the descriptions of the components of "Settlements East, a Flexible Planned Community" (§§ 2.1, 3.6, Article VII)
- c. make subject, or to refrain from making subject, to the Declaration, some or all, of the Additional Real Estate (§§ 3.6,7.2)
- d. appoint members of the Executive Board pursuant to the provisions of the Declaration (§§ 4.5 and 7.2)
- e. use easements and licenses granted to Declarant (§ 7.3)

The Declaration also describes and establishes provisions for:

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

## 5. Settlements East Homeowners Association

Settlements East Homeowners Association, Inc. (the "Association") is organized as a Pennsylvania non-profit membership corporation. The Articles of Incorporation for the Association are attached at **Tab #3**.

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

The Association has several functions:

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

the Storm Water System

Roadways, cartways, and curbs not accepted for dedication by  
Manheim Township or other governmental entity

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

Development/Entrance signs, if constructed by Declarant.

The Storm Water Facilities located on real estate which is not owned by the Association, including but not limited to, the Lots, the property of Jason M. and Mary Jane Hess, and the property of Calvary Church.

Any improvements on a Lot but only to the extent the same have not been maintained by the Lot Owner.

Development Signage as may be constructed by Declarant upon lands not owned by the Association.

The description of the obligations of the Association for the maintenance, improvement, repair, replacement, regulation, management and control of the Controlled Facilities is set forth in Section 4.2 of this Declaration.

Limited Controlled Facilities are defined in Section 1.7.2.2 of the Declaration. Currently, there are no limited controlled facilities.

All improvements upon a lot are defined as Limited Controlled Facilities to the extent the same are not maintained in accordance with the Subdivision Plan, the Governing Documents and/or the Post Construction Storm Water Management Plan, as

amended from time to time, including but not limited to (a) landscaping and lawns, (b) the exterior of each home on a Lot, including roof, deck, porches, doors, stoops, (c) driveways and sidewalks, (d) retaining walls and related fencing upon the Lot/Lots, and (e) street trees, other trees and landscaping (including buffering) required by the Subdivision Plan upon the Lots.

Any improvements upon the Lot/Lots to the extent not maintained by the responsible Owner(s) in accordance with the Subdivision Plan, and Governing Documents, as amended from time to time, may be deemed to be a Limited Common Element, and thereafter may be maintained by the Association at the expense of the responsible owner.

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

#### 6. Membership and Assessments

To accomplish the purposes of the Declaration, each purchaser of a Lot in Settlements East Community is obligated, upon and by becoming an Owner of a Lot in the Community, to become an Owner/Member of the Association.

The Owner, or owners collectively if more than one, of each Lot constitute one Member of the Association. Each Member shall hold one Membership in the Association. The Association will have the same number of Memberships as there are Lots in the Community.

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

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

Cumulative voting will not be permitted for any purpose.



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

Each Lot Owner is obligated to pay assessments, when assessed, to the Association for the Association's operating expenses. Failure to pay these assessments would result in a lien on the Lot owned.

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

The annual *General Common Expenses* Assessment for each Lot for each year is based on the General Common Expense Budget established for the year, multiplied by the Association Interest of each Lot.<sup>6</sup>

In addition, annual *Special Allocation Assessments* for each Lot are based on the proportionate benefit to the Lot of Special Allocation Expenses Budgets.

The Special Allocation Expenses Budget for all Lots with Dwellings for which a Certificate of Occupancy has been issued by Manheim Township ("Occupied Dwelling Special Allocation Budget") is the Association's cost relating to such occupied Dwellings. The benefit to each Lot for which a Certificate of Occupancy has been issued by Manheim Township is the Association's cost relating to occupied Dwellings multiplied by the Association Interest of such Lot divided by the total Association Interests of all occupied Dwellings of the appropriate type (i.e., Duplexes or Single Family).

**The estimated Budgets for the first year that the Association makes an Assessment and a full year and full occupancy (based on 57 units) are attached to this Public Offering Statement at Tab #5.**

**The Special Allocation Budgets of the Association do not include calculated reserves for maintenance or replacement of Common Elements, i.e., the Common Facilities and Controlled Facilities (including Limited Controlled Facilities). Any reserves shown have been established arbitrarily by Declarant, and do not represent the results of a detailed analysis of necessary reserves.**

**At such time as maintenance or replacement of the Common Elements is required,<sup>7</sup> the Executive Board will levy, subject to approval of affected**

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<sup>6</sup> The Association Interest of each Lot shall be the quotient of one (1) divided by the then number of Lots in the Subject Property. Declaration Section 1.5. If there are 57 Lots in Settlements East Community. The Association Interest of each Lot is  $1/57^{\text{th}}$  or .01755 (equal to 1.755%)

<sup>7</sup> "as and when in the sole judgment of the Executive Board required, ... in accordance with applicable law, as amended ..."

**Unit Owners, a Special Assessment for Capital Improvements pursuant to Section 5.5 of the Declaration.<sup>8</sup>**

**Lot Owners are advised to anticipate and make adequate financial arrangements for the payment of Special Assessments for Capital Improvements as and when required for replacements of Controlled Facilities which are parts of Units (including but not limited to roofing, siding, and painting). Funds required for Special Assessments for Capital Improvements should be accumulated by Lot Owners through individual savings or investment programs.**

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

Until the Association makes an Assessment, the Declarant will provide all of the money required by the Association to meet the obligations of the Association as required by the Declaration.

Except as set forth below, there are no services not reflected in the budget that the Declarant provides or expenses that the Declarant pays and that the Declarant expects may become at any subsequent time a common expense of the Association. After completion of the base coat of asphalt, Declarant may turn over responsibility for winter maintenance upon a particular Roadway to the Association, but Declarant shall remain responsible to complete such Roadway. If completed Roadways are not accepted for dedication, Declarant will transfer the Roadways to the Association and thereafter the Association shall be responsible for all expenses associated with the Roadways, including but not limited to winter maintenance, repair and replacement. Additionally, each portion of the Storm Water System shall be maintained by the Declarant until the recordation of a Certificate of Completion for such portion, in accordance with the Act.

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

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Declaration Section 4.2.1.

<sup>8</sup> "In addition to the annual assessments authorized in the Governing Documents, the Executive Board may levy in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement of a part of the Common Elements including fixtures and personal property related thereto. provided that any such assessment shall have the assent of two-thirds (2/3) of Members voting at a meeting duly called for such purpose."

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

The initial assessment amount is \$500.00 per lot.

The Executive Board may adjust the initial assessments from time to time, provided that so long as a Declarant or Assignee Declarant owns a lot within the Subject Property, the Declarant must approve any change to the initial assessment.

## 7. Executive Board

The affairs of the Association will be managed by an Executive Board, the members of which will be (except during the Development Period) elected by the Members in accordance with the Bylaws of this Association. The Executive Board will be constituted and organized, and will operate, in accordance with the Bylaws of this Association.

After the termination of Declarant control, the Executive Board shall be composed of three members elected by the Community at large.

To assure that the Association is established and operates to accomplish the purposes for which it is created, the Association will go through a Development Period during which the Developer (Declarant) exercises greater control and has certain rights.

During this Development Period, various governmental and other financing agencies require that the Developer (Declarant) be in control of the Association and be responsible for an orderly transition of control of the Association to resident Members over the course of the Development Period.<sup>9</sup>

During the Development Period, the Developer (Declarant) has the right to appoint a majority of the Executive Board of the Association. Other members of the Executive Board are elected by a vote of the Lot Owners. Initially, the Executive Board will be comprised of up to three members. The Executive Board, however, has the right to revise the number of its members.

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<sup>9</sup> See § 4.5.2 of the *Declaration*.

8. The Bylaws

**A copy of the Bylaws of the Association is attached to this document at Tab #4.**

The Bylaws define and describe:

- a. name and location of the principal office of the Association
- b. meetings of the Members of the Association:
  - 1) proxies and voting
  - 2) consent of Members in lieu of meeting
- c. Executive Board of the Association
  - 1) composition, qualifications, powers and duties of Directors
  - 2) number and term of office.
  - 3) election of Directors
  - 4) removal and filling vacancies of Directors
- d. committees
- e. powers and duties of the Executive Board
- f. delegation of powers of the Executive Board
- g. officers of the Association
  - 1) titles, qualifications, powers and duties of officers
  - 2) election of officers by the Executive Board
  - 3) removal of and filling vacancies of officers
- h. fiscal year of the Association
- i. voluntary alternative dispute resolution procedures
- j. amendments to the Bylaws
  - 1) preparation, execution, certification and recordation of amendments to the Declaration on behalf of the Association.
  - 2) method of amending the bylaws.

9. Rules and Regulations

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

10. Purchase Agreement and Other Documents and Provisions affecting Purchasers

**A copy of a Sample Purchase Agreement to be entered into by a Purchaser for a Lot in the Community is attached to this document at Tab #6. Each individual Purchase Agreement may vary.**

The Purchase Agreement defines and describes:

- a. the parties (Buyer and Seller)
- b. the property being purchased
- c. the construction of a home on the property being purchased
  - 1) description of the home
  - 2) plans and specifications
- d. the purchase price for the property being purchased
- e. Earnest Money Deposit(s):
  - 1) amount
  - 2) who holds
  - 3) interest earned on Earnest Money Deposits is payable to the Buyer
- f. Settlement of the purchase
- g. Construction Modification Deposit(s)
- h. requirements for start of construction of a home
- i. mortgage financing contingency
- j. acknowledgments of provided items
  - 1) Limited Warranty applicable to the Home and
  - 2) Public Offering Statement applicable to the Property
- k. notice provisions
- l. default provisions
- m. integration provision
- n. information regarding broker, cooperating broker (if any), and buyer broker (if any)

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

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

There are no restraints on alienation of any Lot.

**A copy of a Sample Deed to be delivered to purchaser at Closing is attached at Tab #7.**

**A copy of a Sample Warranty to be delivered to purchaser at Closing is attached at Tab #8.**

#### 11. Conditions Affecting Title

Some or all of Settlements East Community is subject to recorded restrictions, easements and licenses. As of the date of this Statement, the following restrictions, easements or licenses appurtenant to or included in the Subject Property are recorded in the Office of the Recorder of Deeds in and for Lancaster County, Pennsylvania:

Some or all of the Subject Property is subject to recorded restrictions, easements and licenses. As of the date of this Declaration, the following restrictions, easements or licenses appurtenant to or included in the Subject Property are recorded in the Recorder's Office as follows:

1. Rights and reservations regarding access as set forth in Deed Book E, Volume 21, page 591, as modified/amended by Agreement as set forth in Deed Book N, Volume 62, page 386.
2. Rights granted to Socony Vacuum Oil Company, Incorporated as set forth in Deed Book U, Volume 37, page 9; Deed Book U, Volume 37, page 10; Deed Book U, Volume 37, page 11; and Deed Book U, Volume 37, page 12; and Assignment to Buckeye Pipe Line Transportation LLC as set forth in Document #5455228.
3. Rights granted to Manheim Township Municipal Authority regarding sewer as set forth in Deed Book T, Volume 64, page 668.
4. Matters, conditions, easements, notes site data, sketches, etc. as shown on Subdivision Plan Book J-110, page 110.
5. Matters, conditions, easements, notes, site data, etc. as shown on Subdivision Plan Book 2013-0215-J.
6. Terms and conditions of Storm Water Easement Agreement as set forth in Document #6113909.
7. Terms and conditions of Encroachment Agreement with Buckeye Pipe Line Transportation, LLC as set forth in Document #6361507.
8. Terms and conditions of Right-Of-Way Agreements With Consent of Mortgagee as set forth in Document # 6398599.
9. Terms and conditions of Stormwater Access Easement Agreements as set forth in Document #6407323 and #6407324.

10. Matters, conditions, easements, notes, site data, etc. as shown on Subdivision Plan Book 2018-0289-J, as revised at Subdivision Plan Book 2019-0386-J.
11. Rights granted to PPL Electric Utilities Corp. as set forth in Document # 6464982.
12. Terms and conditions of Stormwater Management Agreement and Declaration of Easements as set forth at Document #6407325.
13. Terms and conditions of Agreements for grant o Linear Trail Easement as set forth in Document #6407322.

12. Other Documents and Provisions regarding Settlements East Community

There are no contracts, leases or agreements of a material nature to Settlements East Community that will or may be subject to cancellation by the Association under § 5305 of the Act (relating to termination of contracts and leases of Declarant), provided that if Declarant, on behalf of the Association, engage a property management firm that contract may be subject to termination under § 5305 of the Act.

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

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

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

Lot Owners are placed on notice that there is currently one (1) petroleum product pipelines which traverse the Subject Property and Overall Property. Lot Owners may be subject to inconvenience, noise, discomfort and possible injury as a result of the operation of the Pipeline. Further, Owners of Lots traversed by the Pipeline will not be permitted to construct any improvements (including but not limited to

decks, patios and play sets) or plant any landscaping other than lawn grass within the easements/rights-of-way for the Pipeline.

Except as noted above, the Declarant has no knowledge of:

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

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

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

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

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

### 13. Property Restrictions

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

Restrictions affect buildings, occupancies, pets and animals, vehicles, fences, signs, antennas, drainage and other requirements.

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



14. Annexation. Merger and Dissolution

Declarant has not reserved any rights to cause the annexation or merger of the Community.

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

15. Other Agreements to be Assumed by Association

The agreements to be assumed or entered into by the Association include but are not limited to:

- a. Stormwater Management Agreement and Declaration of Easement with Manheim Township (Tab #9) - Pursuant to the terms of this document, the Association must maintain the stormwater management facilities as referred to therein (including the portions located on the Hess and Calvary Church Properties), in compliance with applicable laws and the maintenance standards/responsibilities set forth therein. As part of the Association's maintenance obligations, the Association shall compile a record of the inspection and maintenance actions undertaken by or on behalf of the Association. The Association shall provide Manheim Township notice prior to initiation of any major repair activities (such as repairs that may be required as a result of settlement, sinkholes, seeps, structural cracking or foundation movement.)
- b. Stormwater Access Easement Agreement with Jason M. Hess and Mary Jane Hess (Tab #10) - Pursuant to the terms of this document, the Association has the right and obligation to maintain the stormwater management facilities constructed on the Hess property as part of the Storm Water System.
- c. Stormwater Access Easement Agreement with Calvary Church (Tab #11) - Pursuant to the terms of this document, the Association has the right and obligation to maintain the stormwater management facilities constructed on the Calvary Church property as part of the Storm Water System.

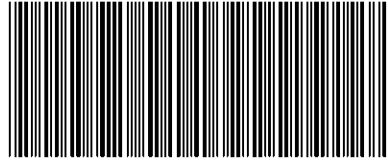
**Lancaster County**

Ann M. Hess  
Recorder of Deeds  
150 N. Queen Street  
Suite 315  
Lancaster, PA 17603  
Phone: 717-299-8238  
Fax: 717-299-8393



INSTRUMENT # : 6504869

RECORDED DATE: 01/29/2020 10:46:18 AM



4073066-0018S

**LANCASTER COUNTY ROD****OFFICIAL RECORDING COVER PAGE**

Page 1 of 68

**Document Type:** DECLARATION OF  
CONDOMINIUM/PLANNED COMMUNITY**Transaction Reference:****Document Reference:****Transaction #:** 3900300 - 1 Doc(s)**Document Page Count:** 67**Operator Id:** dixonj2**RETURN TO:** (Email)BRUBAKER, CONNAUGHTON, GOSS AND LUCARELLI  
LLC**SUBMITTED BY:**BRUBAKER, CONNAUGHTON, GOSS AND LUCARELLI  
LLC**\* PROPERTY DATA:**

Parcel ID #:

Municipality:

School District:

**\* ASSOCIATED DOCUMENT(S):****FEES / TAXES:**RECORDING FEE: DECLARATION  
OF CONDOMINIUM

\$13.00

CRC #6544

\$2.00

RIF #6543

\$3.00

WRIT TAX

\$0.50

EXTRA PAGE FEE

\$126.00

**Total:**

\$144.50

INSTRUMENT # : 6504869

RECORDED DATE: 01/29/2020 10:46:18 AM

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



Ann M. Hess  
Recorder of Deeds

**PLEASE DO NOT DETACH****THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT**

NOTE: If document data differs from cover sheet, document data always controls.

\*COVER PAGE DOES NOT INCLUDE ALL DATA, PLEASE SEE INDEX AND DOCUMENT AFTER RECORDING FOR ADDITIONAL INFORMATION.

PREPARED BY: BRUBAKER CONNAUGHTON GOSS  
& LUCARELLI LLC  
RETURN TO: BRUBAKER CONNAUGHTON GOSS  
& LUCARELLI LLC  
480 NEW HOLLAND AVENUE, SUITE 6205  
LANCASTER, PA 17602

PARCEL ID:

Pursuant to the provisions of 68 Pa.C.S.A. Section 5201  
this Declaration shall be recorded  
in the Office of the Recorder of Deeds  
in and for Lancaster County, Pennsylvania  
and is to be indexed in the same records  
as are notarized for the recording of a deed  
and shall identify GRH-3, LLC (Declarant)  
as the grantor, Owner and  
The Settlements East, a Flexible Planned Community  
(Name of Planned Community)  
as the grantee.

The real property made subject to this Declaration  
is located in Manheim Township,  
Lancaster County, Pennsylvania

DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS  
AND ESTABLISHMENT OF HOMEOWNERS ASSOCIATION  
FOR THE SETTLEMENTS EAST,  
A FLEXIBLE PLANNED COMMUNITY  
IN MANHEIM TOWNSHIP, LANCASTER COUNTY, PENNSYLVANIA

THE PLAT REFERENCED IN THE DECLARATION HAS BEEN RECORDED  
CONCURRENTLY HEREWITH AT INSTRUMENT NO. 2020-0044 -J.

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DECLARATION  
OF COVENANTS, RESTRICTIONS, EASEMENTS  
AND ESTABLISHMENT OF HOMEOWNERS ASSOCIATION  
FOR THE SETTLEMENTS EAST, A FLEXIBLE PLANNED  
COMMUNITY IN MANHEIM TOWNSHIP,  
LANCASTER COUNTY, PENNSYLVANIA

This Declaration is made this 28<sup>th</sup> day of January, 2020, by GRH-3, LLC ("Declarant") as the Owner of the subject property as described herein.

PREAMBLE

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

WHEREAS, Declarant desires to subject the Subject Property to the terms of this Declaration and create a Flexible Planned Community; and

WHEREAS, the Subject Property has been approved for subdivision by Manheim Township, Lancaster, County, Pennsylvania as shown on that certain plan identified as Final Phase 1 Subdivision and Land Development Plan for The Settlements East prepared by Robert Gabriel Associates, Inc., dated January 31, 2018, last revised May 24, 2018 as modified by the Revised Final Phase 1 Subdivision and Land Development Plan for Settlements East dated March 26, 2019 and last revised September 13, 2019, as Modified by the Revised Final Phase 1 Subdivision and Land Development Plan for Settlements East – 2, dated December 10, 2019 (herein collectively referred to as "Subdivision Plan") and which such Subject Property has been subdivided by the recordation of said Subdivision Plan in the Office of the Recorder of Deeds in and for Lancaster County, Pennsylvania ("Recorder's Office") on July 12, 2018 at Instrument No. 2018-0289-J, on September 27, 2019 at Instrument No. 2019-0386-J, and the Second Revision to be recorded shortly after this Declaration, such subdivision, improvement and development of the Subject Property pursuant to the Subdivision Plan is also herein referred to as "Approved Development")<sup>1</sup>; and

WHEREAS, the Subject Property is one of a number of parts (each such part is herein referred to as a "Property Phase") of a certain larger parcel of land depicted upon Sheet 3 of the Original Subdivision Plan (herein referred to as the

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<sup>1</sup> The Subject Property does not include Parcels A and B depicted upon the Subdivision Plan. Parcels A and B shall not be subject to this Declaration or part of the Community.

"Overall Parcel") situate in Manheim Township, Lancaster County, Pennsylvania, (herein referred to as "Overall Development Plan"), as such Overall Development Plan as amended if amended may be approved, in whole or in Property Phases, by Manheim Township; and

WHEREAS, Declarant desires to develop and improve the Subject Property pursuant to the Subdivision Plan, as amended if amended, and, further, Declarant desires to develop and improve the Subject Property pursuant to the Overall Development Plan as the same shall be approved by Manheim Township and pursuant to all requirements of all governmental entities having jurisdiction thereof, subject to the rights of Declarant as set forth herein to modify the Subdivision Plan and the Overall Development Plan, with the intent that the Owners of the Units and their invited guests may have the benefit, use and enjoyment of certain portions and improvements to the Property Phases as and when developed which shall include areas and improvements to the Subject Property providing vehicular and pedestrian access to the Subject Property and storm water management, subject to the obligation of each Owner of a Unit within the Subject Property to contribute to the cost of maintenance and improvement of storm water management facilities and areas and improvements to the Subject Property providing vehicular and pedestrian access, and all other obligations of the Association all as more fully set forth in this Declaration; and

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

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

## **ARTICLE I - DEFINITIONS**

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

- 1.1 "Act" shall mean and refer to the Pennsylvania Uniform Planned Community Act, 68 Pa.C.S.A. §5101, et seq.
- 1.2 "Additional Real Estate" shall mean and refer to such portions of the Overall Parcel which have not been made subject to the provisions of this Declaration, i.e., Phase 2 as depicted upon the Subdivision Plan.

- 1.3 "Approved Development" shall mean and refer to the development and improvement of the Subject Property pursuant to and in accordance with:
  - 1.3.1 the Subdivision Plan, as the same may be modified, as approved by Manheim Township, Lancaster County, Pennsylvania; and,
  - 1.3.2 the Manheim Township Zoning Ordinance, as the same may be amended.
- 1.4 "Association" shall mean and refer to The Settlements East Homeowners Association, Inc., a Pennsylvania non-profit corporation, as organized pursuant to the provisions of the Act.
- 1.5 "Association Interest" shall mean and refer to the relative interest in the Association of each Unit. The Association Interest of each Unit shall be the quotient of one (1) divided by the then number of Units in the Subject Property.
- 1.6 "Association Obligations" shall mean and refer to the requirements of the Association to comply with and to perform all obligations and duties:
  - 1.6.1 pursuant to all provisions of this Declaration and of the Governing Documents, including but not limited to the obligations set forth in **Section 4.2** of this Declaration and all other obligations herein and therein; and,
  - 1.6.2 pursuant to all provisions of all conditions, covenants and restrictions of record applicable to the Subject Property.
- 1.7 "Common Elements" shall mean and refer to the Common Facilities and the Controlled Facilities.
  - 1.7.1 "Common Facilities" shall mean and refer to the General Common Facilities and the Limited Common Facilities.
    - 1.7.1.1 "General Common Facilities" shall mean all that interest in (including all of the improvements thereto) all of the Subject Property not designated as Units, including therein improvements within lands identified upon the Plat and defined in this Declaration as Roadways not accepted for dedication by any Governmental/Public Service Entity, street lighting, pedestrian easements, landscape strips within the Roadway



Right-of-Way and the Storm Water System, all excluding areas and improvements Conveyed or to be Conveyed to any Governmental/Public Service Entity (provided that any improvement which was offered for dedication but which (a) has not been accepted and (b) has been completed as evidenced by a recorded certificate of completion shall be deemed a Common Facility), and all excepting the Limited Common Facilities.

- 1.7.1.2 "Limited Common Facilities" shall mean and refer to Common Facilities allocated for the exclusive use appurtenant to one or more but fewer than all of the Units. Limited Common Facilities are set forth in **Section 2.6.2** of this Declaration.
- 1.7.2 "Controlled Facilities" shall mean and refer to those portions of the Subject Property whether or not a part of a Unit, which are not Common Facilities but are maintained, improved, repaired and replaced by the Association and shall mean and refer to the General Controlled Facilities and the Limited Controlled Facilities.
- 1.7.2.1 "General Controlled Facilities" shall mean and refer to all of the Controlled Facilities which are not Limited Controlled Facilities. General Controlled Facilities are set forth in **Section 2.6.4** of this Declaration.
- 1.7.2.2 "Limited Controlled Facilities" shall mean and refer to Controlled Facilities allocated for the exclusive use appurtenant to one or more but fewer than all of the Units. Limited Controlled Facilities are set forth in **Section 2.6.4** of this Declaration.
- 1.8 "Common Expense Liability" shall mean and refer to liability of each Unit for a proportionate share of General Common Expenses and Special Allocation Expenses. The Common Expense Liability of each Unit each year is the product of the Association Interest of such Unit and the General Common Expense Budget together with the Special Allocation Expense Assessment against such Unit all as duly adopted pursuant to the provisions of **Sections 5.4 and 5.5** of this Declaration.
- 1.9 "Community" shall mean and refer to the Subject Property as developed in accordance with the Approved Development, if and as modified, into Units, Common Elements, and areas Conveyed or to be Conveyed to Governmental/Public Service Entities.
- 1.10 "Declarant" shall mean and refer to GRH-3, LLC, its successors and assigns

for the purpose of development. Declarant may assign the rights and delegate the duties of Declarant herein in whole or in part to one or more assignees, in accordance within the Act.

- 1.11 "Declaration" shall mean and refer to this Declaration, as it may be amended from time to time.
- 1.12 "Development Period" shall mean and refer to the time period shall mean and refer to the period of time during which Declarant may control the Executive Board of the Association as defined by Section 5303(c) of the Act, as the same may be amended or extended from time to time.
- 1.13 "Driveways" shall mean and refer to all pavement, curbs, and other components and facilities appurtenant thereto, not within any structure, as are constructed within the Subject Property (but not within the Roadway Rights-of-Way) for the purpose of driving and/or parking of vehicles thereon.
- 1.14 "Dwelling" shall mean and refer to the structure erected or constructed on a Unit, used or to be used as the residence of natural persons.
- 1.15 "Executive Board" shall mean and refer to the body of persons, duly elected or appointed pursuant to the provisions of **Section 4.5** of this Declaration and the Bylaws of this Association, designated and empowered by this Declaration to act on behalf of the Association.
- 1.16 "Financing Agencies" shall mean and refer to those federal, state, local and private agencies and entities which regulate, participate, or otherwise have an interest in the financing, whether the primary or secondary mortgage market, security, title, or conveyancing or real property interests in the Community including but not limited to the Department of Housing and Urban Development, Federal Housing Administration, Federal Home Administration, Veterans Administration, Federal Home Loan Mortgage Corporation, Federal National Mortgage Association and other similar entities.
- 1.17 "Governing Documents" shall mean and refer to this Declaration, the Articles of Incorporation of the Association, and the Association Bylaws as all may be duly amended from time to time.
- 1.18 "Improvements" shall mean and refer to all those changes, items and facilities set forth on Exhibit "C" hereto which shall be made to, constructed on, or placed within the Subject Property including without limitation all of the same as defined as "Improvements" in the Manheim Township Subdivision and Land Development Ordinance as amended.

- 1.19 "Lot" and "Unit" are synonymous and each shall mean and refer to each and every one of those certain parcels of land, shown on the Subdivision Plan and the Plat as numbered lots or parcels, upon each of which one or more residential dwellings are or may be erected, provided that Parcels A, B and C depicted upon the Subdivision Plan are not subject to this Declaration and shall not be Lots or Units within the Community.
- 1.20 "Member" or "Membership" shall mean and refer to members of the Association. The owner, or owners collectively if more than one, of each individual Unit shall constitute one Member of the Association. Each Member shall hold one Membership in the Association. The Association shall have such number of Memberships as there are Units in the Subject Property.
- 1.21 "Overall Development Plan" shall mean and refer to Sheet 3 of 26 that certain plan identified as Phase 1 Final Subdivision and Land Development Plan for The Settlements East prepared by Robert Gabriel & Associates, Inc., dated January 31, 2018, last revised May 24, 2018, as such Overall Development Plan, as amended, if amended, shall have been approved by Manheim Township.
- 1.22 "Overall Parcel" shall mean and refer to that certain real property described in Exhibit "A" and Exhibit "B" attached hereto and made a part hereof.
- 1.23 "Owner," "Lot Owner," and "Unit Owner" are synonymous and each shall mean and refer to the record owner, whether one or more persons and/or entities, of a Unit which is a part of the Subject Property, excluding those having such interest, however described, merely as security for the performance of an obligation. Provided, however, a mortgagee in possession shall be deemed an Owner during the time of possession.
- 1.24 "Plat" shall mean and refer to the drawings intended to be recorded concurrently with this Declaration pursuant to §5210 of the Act.
- 1.25 "Protective Covenants" shall mean and refer to the Declaration of Protective Covenants for Settlements East recorded immediately hereafter.
- 1.26 "Roadways" and "Streets" are synonymous, and each shall mean and refer to the Roadway Rights-of-Way and the Cartways and shall mean and refer to all those certain rights in, and improvements to the Subject Property designated for, and shown on the Subdivision Plan as for, vehicular access to Lots and other portions of the Subject Property.

- 1.26.1 "Roadway Rights-of-Way" shall mean and refer to the perpetual easement rights and privilege of access for ingress, egress, and regress on, over, through and within all those certain portions of the Subject Property depicted and shown on the Subdivision Plan as for the purpose of vehicular access to Lots and other portions of the Subject Property (but excluding therefrom Alleys).
- 1.26.2 "Cartways" shall mean and refer to all pavement, curbs, and other components and facilities appurtenant thereto as are constructed within the Roadway Rights-of-Way for the purpose of driving of vehicles thereon (but excluding therefrom any Driveways).
- 1.27 "Storm Water System" shall mean and refer to the Storm Water Facilities and the Storm Water Easements and shall mean and refer to all those certain rights in, and improvements to, inter alia, the Subject Property and the neighboring properties now or formerly owned by (a) Calvary Church and (b) Jason M. and Mary Jane B. Hess designated for the purpose of storm water drainage detention, retention and/or control of the volume and/or rate and/or the direction of storm water.
- 1.27.1 "Storm Water Facilities" shall mean and refer to all basins, pipes, swales, inlets, outfalls, dissipaters, spreaders, systems and other components and facilities appurtenant thereto as are constructed for the purpose of storm water drainage management, (but excluding therefrom any such facilities which are located entirely within, and for the sole purpose of storm water management within, the boundaries of a single Lot).
- 1.27.2 "Storm Water Easements" shall mean and refer to the perpetual easement rights and privilege of access for ingress, egress, and regress on, over, through, under and within:
- 1.27.2.1 all those certain portions of the Subject Property depicted and shown on the Subdivision Plan and the Plat as "Drainage Easements" for the purpose of installing, operating, inspecting, replacing, adding to, maintaining and repairing the Storm Water Facilities as necessary or desirable in connection with operation of the Storm Water Facilities; and
- 1.27.2.2 easements established by that certain Stormwater Access Easement Agreement dated July 2, 2017, and of record in the Recorder's Office at Instrument Number 6407324, over the adjacent lands of Jason and Mary Jane Hess.
- 1.27.2.3 easements established by that certain Stormwater Access Easement

Agreement dated May 29, 2018, and of record in the Recorder's Office at Instrument Number 6407323, over the adjacent lands of Calvary Church.

1.27.2.4 easements established by that certain Stormwater Management Agreement and Declaration of Easement dated February 14, 2018, and of record in the Recorder's Office at Instrument Number 6407325.

1.28 "Subdivision Plan" shall mean and refer to:

1.28.1 that certain set of plans, comprised of sheets numbered 1-26 inclusive, collectively identified as Final Subdivision and Land Development Plan for The Settlements East prepared by Robert Gabriel & Associates, Inc., dated January 31, 2018, last revised May 24, 2018 as approved by, and on file with, Manheim Township, Lancaster County, Pennsylvania, as the same may be modified by the Manheim Township Board of Commissioners, a portion of such Final Subdivision and Land Development Plan for The Settlements East being recorded in the Recorder's Office at Instrument Number 2018-0289-J.

1.28.2 That certain set of plans comprised of sheets numbered 1-5 inclusive, collectively identified as Revised Final Subdivision and Land Development Plan for Settlements East prepared by Robert Gabriel & Associates, Inc. dated March 26, 2019, last revised September 13, 2019 as approved by and on file with Manheim Township, a portion of such Revised Final Subdivision and Land Development Plan for Settlements East being recorded in the Recorder's Office at Instrument Number 2019-0386-J.

1.28.3 That certain set of plans comprised of sheets numbered 1-7 inclusive, collectively identified as Revised Final Subdivision and Land Development Plan for Settlements East – 2, prepared by Robert Gabriel & Associates, Inc. dated December 10, 2019, as approved by and on file with Manheim Township, a portion of such Revised Final Subdivision and Land Development Plan for Settlements East – 2 to be recorded in the Recorder's Office shortly after this Declaration.

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

**DECLARANT EXPRESSLY RESERVES THE RIGHT TO REVISE ANY PORTION OF THE SUBDIVISION PLAN THAT IS NOT SUBJECT TO**

**THIS DECLARATION, WITHOUT THE CONSENT OF THE ASSOCIATION OR ANY LOT OWNER, BUT SUBJECT TO RECEIPT OF NECESSARY GOVERNMENTAL APPROVALS REQUIRED UNDER APPLICABLE LAWS OR ORDINANCES.**

**REVISIONS TO THE SUBDIVISION PLAN AS APPLIED TO THE PROPERTY SUBJECT TO THIS DECLARATION SHALL BE GOVERNED BY THE TERMS OF THIS DECLARATION.**

- 1.29 "Subject Property" shall mean and refer to that certain real property described in Exhibit "A" attached hereto and made a part hereof.
- 1.30 "Township" shall mean and refer to the Township of Manheim, Lancaster County, Pennsylvania, a township of the second class, duly and properly constituted as a political subdivision of the Commonwealth of Pennsylvania.

## **ARTICLE II - DESCRIPTIONS**

### **2.1 Declarant's Right to Modify**

All of the descriptions set forth in this Article II are subject to the right of Declarant to modify the descriptions pursuant to the provisions of this Declaration or the Act.

- 2.1.1 The dimensions of the community to be developed pursuant to the terms of this Declaration, the boundaries, locations, and dimensions of Units, Common Elements, and Improvements, including Roadways, may be altered by Declarant and portions of Common Elements may be allocated as Limited Common Elements by Declarant, subject to the following limitations:
  - 2.1.1.1 Any alteration of the dimensions of the community to be developed pursuant to the terms of this Declaration and/or any alteration to the boundaries, locations, and dimensions of Units, Common Elements, and Improvements, including Roadways, shall have been approved by all governmental entities having jurisdiction of a plan or plans of subdivision and/or land development which supersede and replace, in whole or in part, one or more Subdivision Plans as such Subdivision Plans are defined in **Section 1.28** of this Declaration; and
  - 2.1.1.2 Any alteration to any Limited Common Elements, including but not limited to the allocation to which Unit or Units each Limited Common Element is allocated, shall require the consent of the Unit Owner(s) and Lot Owner(s) whose Unit(s) and Lot(s) are

affected; and

- 2.1.1.3 An Amendment to this Declaration setting forth the alterations to the dimensions of the community to be developed pursuant to the terms of this Declaration and/or to the boundaries, locations, and dimensions of Units, Common Elements, and Improvements, including Roadways, and/or to any Limited Common Elements, including but not limited to the allocation to which Unit or Units each Limited Common Element is allocated shall have been executed by the Declarant and recorded pursuant to the provisions of § 5219(c) of the Act; and
- 2.1.1.4 If any alteration permitted by this **Section 2.1.1** shall result in any relocation of boundaries between units, plats or plans necessary to show the altered boundaries between adjoining units and their dimensions and identifying numbers shall be prepared and recorded pursuant to § 5214 of the Act; and
- 2.1.1.5 If any alteration permitted by this **Section 2.1.1** shall result in any subdivision of a Unit into a combination of Units and Common Elements, an Amendment to this Declaration, including the Plats and Plans, subdividing that Unit shall be prepared and recorded pursuant to § 5215 of the Act; and
- 2.1.1.6 If any alteration permitted by this **Section 2.1.1** shall result in any portion of the Common Elements being allocated as Limited Common Elements, an Amendment to this Declaration setting forth the portions of common Elements so allocated as Limited Common Elements shall have been executed by the Declarant pursuant to § 5209(c) of the Act.

## 2.2 Property Subject to this Declaration

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

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

### 2.3 Name, Location, and Dimensions of Community

The name of the community to be developed pursuant to the terms of this Declaration is "The Settlements East, a Flexible Planned Community." The location and dimensions of the community to be developed pursuant to the terms of this Declaration are shown and depicted on the Plat.

### 2.4 Plats and Plans

The Plat to this Declaration is intended to be recorded concurrently herewith in the Plan Book of the Recorder's Office. Pursuant to §5210(a) of the Act, all information required by §5210 of the Act being contained in the Plat, separate plats and plans are not required. The Certification required by §5210(i)(3) of the Act is set forth on the Plat.

Existing improvements to the Subject Property are shown on the Plat. All Improvements (as such term is defined in **Section 1.18** of this Declaration) shown on the Plat **MUST BE BUILT** and the intended location and dimensions of all such Improvements (the location and dimensions of which are capable of being shown on a plan) are shown on the Plat.

In the event of any discrepancy between any Subdivision Plan (including any Subdivision Plan which is revised or modified and approved by all government entities having jurisdiction which replaces and supersedes any and all previous Subdivision Plans) and the Plat, the latest Subdivision Plan shall control and will define location and dimensions of the community, the Common Elements, all Lot boundaries, Unit identifying numbers, and the location and dimensions of all easements serving or burdening any portion of the planned community to the extent shown on such Subdivision Plan, and all other matters shown and depicted on the Plat.

### 2.5 Units

Each Unit is defined and described as being a Lot as shown on the Subdivision Plan upon which one or more residential dwellings are or may be erected (including any portion which may be subject to a Storm Water Easement), excepting therefrom any real estate which are Common Facilities and further excepting therefrom real estate conveyed or to be conveyed to governmental/public service entities. The identifying number of each Unit is the Lot Number for such Unit as shown on the Subdivision Plan and the Plat. The vertical boundaries of each Unit are the Lot boundaries as shown on the Subdivision Plan and the Plat. There are no horizontal boundaries to any Unit. In the event of any discrepancy between the Plat and the Subdivision Plan, the Subdivision Plan shall be controlling.



There are no buildings that contain or comprise all or part of any Unit. Further, there are no buildings located within the Subject Property which must be built.

There are fifty-seven (57) Units and Lots in the Subject Property. Additional Units and Lots may be created within the Additional Real Estate. Unit(s) (i.e., Lot(s)) owned by Declarant may be subdivided into two or more units (i.e., Lots), common elements or a combination of units or common elements without the consent of the Association or any Unit Owner, subject to the provisions of § 5215 of the Act, provided that the total number of Units that Declarant may create through subdivision of another Unit(s) shall be an aggregate total of no more than one hundred (100) Units.

## 2.6 Common Elements

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

2.6.1 The General Common Facilities are defined in **Section 1.7.1.1** of this Declaration and include:

2.6.1.1 All Roadways, to the extent not accepted for dedication by Manheim Township or any other governmental entity, and further to the extent Cartways within such Roadways are not Limited Common Facilities.

2.6.1.2 The Storm Water System to the extent not accepted for dedication by Manheim Township or to any other governmental entity.

2.6.2 The Limited Common Facilities are defined in **Section 1.7.1.2** of this Declaration and include: Currently, there are no Limited Common Facilities.

2.6.3 Neither the General Common Facilities nor the Limited Common Facilities include any real property conveyed to governmental/public service entities.

2.6.4 The Controlled Facilities are defined in **Section 1.7.2** of this Declaration and include:

2.6.4.1 General Controlled Facilities

- 2.6.4.1.1 Development/Entrance signs, if constructed by Declarant.
- 2.6.4.1.2 Those portions of the Storm Water system located on real estate which is not owned or leased by the Association, including, but not limited to, the Lots, the adjacent real estate owned by Calvary Church, and the adjacent real estate owned by Melvin H. and Laura B. Hess.
- 2.6.4.2 Limited Controlled Facilities
  - 2.6.4.2.1 Landscaping and lawns to the extent not maintained by the responsible Owner(s) in accordance with the Governing Documents.
  - 2.6.4.2.2 The exterior of each home on a Lot, including roof, deck, porches, doors, stoops to the extent not maintained by the Owner thereof in accordance with the Governing Documents.
  - 2.6.4.2.3 Driveways and Sidewalks to the extent not maintained by the responsible Owner(s) in accordance with the Governing Documents.
  - 2.6.4.2.4 Any other improvements upon the Lot/Lots to the extent not maintained by the responsible Owner(s) in accordance with the Subdivision Plan and Governing Documents.

The description of the obligations of the Association for the maintenance, improvement, repair, replacement, regulation, management and control of the Controlled Facilities is set forth in **Section 4.2.2** of this Declaration.

## 2.7 Time Share Estates.

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

## 2.8 Additional Real Estate

The Additional Real Estate in which additional Lots, Units, Common Elements, and Limited Common Elements may be created is such portion of the Overall Parcel which has not been made subject to the provisions of this Declaration. The Additional Real Estate is described in Exhibit "B".

## 2.9 Convertible and Withdrawable Real Estate

Currently, there is no Convertible Real Estate in which additional Units, Common Elements, and Limited Common Elements or any combination thereof may be created.

Currently, there is no Withdrawable Real Estate which may be withdrawn from the Community.

Declarant may identify any portion of any of the Additional Real Estate incorporated into the Subject Property as Convertible or Withdrawable.

## 2.10 Uncompleted Improvements and Common Elements

### 2.10.1 Common Authority and Responsibility

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

Upon completion of an Improvement pursuant to the provisions of **Section 2.10.5** of this Declaration, the Association shall have common authority and responsibility for such Improvement.

### 2.10.2 Completion

All public improvements to the Subject Property and all Common Elements shall be completed within one year after commencement of construction of such improvements and Common Elements, or within such additional time as shall be agreed to between Declarant and Township.

Declarant is required to complete all improvements to the Subject Property and the Common Elements by the later of a) the date of the conveyance or lease to third parties by a Declarant of the last Unit owned by a Declarant, or b) or the date of the expiration of the Development Period as such Development Period is defined in **Section 1.12** of this Declaration.

### 2.10.3 Responsibility Prior to Completion

Until each improvement to the Subject Property and Common Elements shall be completed, the Declarant shall be solely responsible for real estate taxes assessed against or allocable to such improvement to the Subject Property or the Common Elements and for all other expenses in connection with such improvement to the Subject Property or Common Elements. Declarant shall have no responsibility to pay taxes upon Lots conveyed to others.

### 2.10.4 Financial Security for Completion

#### 2.10.4.1 For the Benefit of the Association

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

#### 2.10.4.2 For the Benefit of the Township

Declarant has posted, with the Township, a Letter of Credit issued by a financial institution acceptable to Township, in addition to the Declarant's own guarantee of completion, to assure, for the benefit of the Township, completion of public improvements to the Subject Property and Common Elements, in accordance with the provisions of the Pennsylvania Municipalities Planning Code (53 P.S. §10101, et seq.) There is no time limit of the term of the Letter of Credit posted with the Township.

### 2.10.5 Completion

Any portion of the community, improvement to the Subject Property, or Common Element which will be maintained by the Association will be deemed to be completed upon the recording of a certificate executed by an independent registered surveyor, architect or professional

engineer stating that the portion of the community, improvement to the Subject Property, or Common Element is substantially completed in accordance with the descriptions set forth in this Declaration, the plats and plans and the public offering statement and so as to permit the use of such portion of the community, improvement to the Subject Property or Common Element for its intended use.

### ARTICLE III - PROPERTY RIGHTS AND RESPONSIBILITIES

#### 3.1 Maintenance Obligations of All Owners

##### 3.1.1 Dwelling and Dwelling Related Improvements upon a Lot

Except as set forth in **Section 4.2.2** of this Declaration, the maintenance, repair and replacement as and when required of any portion of any building located on a Lot shall be the sole responsibility of the owner or owners of such Lot. The Grantee of each Lot in the Subject Property, by the entry of a deed for said Lot, whether or not it shall be so expressed in such deed, obligates and binds such Grantee, and the heirs, successors and assigns of such Grantee, and such Grantee is deemed to covenant as a covenant running with the land, that the Grantee of the Lot will at all times maintain any and all buildings and improvements on the Lot in a manner which preserves, keeps functional, complies with all applicable Township, County, State and Federal laws and retains the functional condition thereof and further in such a manner that lack of maintenance, repair or replacement shall not impair the structural integrity of any larger building of which the building is a part.

##### 3.1.2 Sidewalks & Driveways

The Grantee of each Lot in the Subject Property, by the acceptance of a deed to Lot, whether or not it shall be so expressed in such deed, obligates and binds such Grantee, and the heirs, successors and assigns of such Grantee, and such Grantee is deemed to covenant as a covenant running with the land, that the Grantee of the Lot will at all times maintain, repair and replacement in a manner which preserves, keeps functional, complies with all applicable Township, County, State and Federal laws and retains the functional condition thereof, any and all driveways and sidewalks or other pedestrian facilities:

- 3.1.2.1 located on the Lot; or
- 3.1.2.2 located between the Roadway Right-of-Way Line and the Cartway (as such terms are defined in **Section 1.25** of the Declaration) between side property line(s) (being each Lot boundary which intersects with the Lot Right-of-Way Line) in common with adjacent Lot(s) extended to the Cartway.

The maintenance, repair and replacement of driveways and sidewalks or other pedestrian facilities as herein set forth shall include the responsibility for snow removal and treatment for ice accumulation.

### 3.1.3 Mowing and Landscaping

The Grantee of each Lot in the Subject Property, by the acceptance of a deed to Lot, whether or not it shall be so expressed in such deed, obligates and binds such Grantee, and the heirs, successors and assigns of such Grantee, and such Grantee is deemed to covenant as a covenant running with the land, that the Grantee of the Lot will at all times mow, maintain, and replace all grassy areas, trees and landscaping upon a Lot, in a manner which preserves, keeps functional, complies with all applicable Township, County, State and Federal laws. The Owner's obligation shall include mowing of all grassy areas within Storm Water Easements located on the Owner's Lot.

## 3.2 Rights, Disclosure and Assumption of Conditions

### 3.2.1 Impervious Coverage

Declarant hereby places all future owners of the Premises, including individual Lot Owners, that the Storm Water Facilities were designed to accommodate a limited amount of impervious coverage (excluding sidewalks) upon all Lots. The impervious coverage limitation for each Lot is identified upon Exhibit "D" attached hereto. The impervious coverage limitations shall continue to apply after the initial construction of the dwelling upon the lot. After the construction of the dwelling, the Lot Owner shall consult with the Township before adding any additional impervious coverage to the lot. If a Lot Owner desires to exceed the stated maximum impervious coverage, the Lot Owner shall be required to implement additional storm water management facilities, which shall be reviewed and approved by the Township prior to construction. Further, the Lot Owner may need additional Township

approvals, e.g. zoning approval, to exceed the lot coverages identified above. Any such Township approval is in addition to Association approval under Article VI. Declarant, subject to Township approval, reserves the right to reallocate impervious coverage from Lots that Declarant owns without the approval of the Association or other Lot Owner.

### 3.2.2 Pipeline Easement

As depicted upon the Subdivision Plan and the Plat, the Community is traversed by a 50 foot easement for a +/- 10 inch petroleum pipeline. Lots affected by the pipeline easement include Lots 9, 21, 22, 25, 26, 63, 64, and 48 – 60. Construction within the pipeline easement is restricted pursuant to the terms of the applicable easement(s) of record.

### 3.2.3 Best Management Practice Area with Storm Water Basin.

Lots 39 – 42 and 44 – 46 are subject to a storm water management easement for the construction of a storm water management basin and other best management practices. The Lot Owner shall be responsible for mowing all grassy areas. The Association shall maintain the BMP's and functioning of the basin and BMP's.

## 3.3 Common Elements

### 3.3.1 Common Facilities

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

### 3.3.2 Disposition of Common Facilities

The Association may not be dissolved nor dispose of the Common Facilities, nor any portion thereof, by sale or otherwise, except upon conveyance of the common facilities to a governmental/public service entity or other organization which such other organization has been organized for, or has adopted the purpose of, ownership of the Common Facilities and performance of the duties and obligations of the Association as set forth in the Governing Documents, subject to the provisions of §5318 of the Act and subject to 1) written approval of the Board of Supervisors of Manheim Township, 2) written approval of Declarant, and 3) written notice thereof to all Owners.

The Roadways as defined in **Section 1.26** of this Declaration, in whole or in part, have been made subject to a continuing and irrevocable offer of dedication to Manheim Township, and it is anticipated that Manheim Township will accept dedication. However, the Township has no obligation to accept dedication of any Roadway or other improvement offered for dedication. Declarant does not warrant the Township will accept dedication of the Roadways or any other improvement. If any Improvement is not accepted for dedication, including any Roadway, such Improvement shall be maintained by the Association as a Common Element.

3.3.3 Use of Common Elements

The Common Elements shall remain in perpetuity reserved and restricted to use for Roadways, Storm Water Facilities, accessways, utility and other easements and servitudes and such other uses as are consistent with the Governing Documents.

3.3.4 Owner's Easement of Enjoyment

Every Owner shall have a right of enjoyment in and to the Common Elements which are not Limited Common Facilities which shall be appurtenant to and be inseverable from each Unit.

3.3.5 Delegation by Owner

Every Owner shall have the right to delegate, in accordance with the Governing Documents, his or her right of enjoyment in and use of the Common Elements to the members of his or her family, guests, or contract purchasers who reside in the Owner's Unit.

3.4 Limitation of Easements, Rights and Privileges

The easements, rights and privileges granted by this Declaration shall be for the benefit of and be restricted solely to the Declarant, the Township, the Association and the Owners from time to time of all or any portion of the Subject Property, and such Owners may grant the benefit of such rights and privileges in accordance with **Section 3.3.5** of this Declaration, but the same is not intended to create, and shall not be construed as creating any rights in and for the benefit of the general public.

3.5 Easements and Licenses

3.5.1 Each Lot shall be subject to a Snow Storage Easement within the



required front yard setback for the placement of snow plowed from Cartways and other vehicular accesses within the Community.

- 3.5.2 The Storm Water Easements as defined in **Section 1.27.2** of this Declaration are hereby granted to the Association as easements in gross and further hereby made subject to a continuing and irrevocable offer of dedication to Manheim Township.
- 3.5.3 Each Unit Owner shall afford to the Association and to its agents or employees access through the Unit reasonably necessary for the purposes of maintenance, repair and replacement of the Common Elements.
- 3.5.4 Each Unit is subject to:
- 3.5.4.1 rights-of-way in perpetuity upon, over, under, through and across the Unit for the grading construction, placement and maintenance of one or more walls, fences, landscaping, and similar structures and uses and for conduits, lines and systems, being or providing conveyance of utility services to the Overall Property, together with such service equipment, facilities and components thereof as shall be necessary therefor; and
- 3.5.4.2 access easements for the free and uninterrupted right of entry, ingress, egress and regress upon, over, under, through and across the Unit for access for the installation, placement, maintenance, repair, replacement, modification, or any other grading, construction, reconstruction or removal of one or more walls, fences, landscaping, and similar structures and uses and for conduits, lines and systems, being or providing conveyance of utility services to the Overall Property, together with such service equipment, facilities and components thereof as shall be necessary therefor; and
- 3.5.4.3 negative easements and covenants running with the land prohibiting any use of, or conditions to be created or maintained on, the Unit interfering with the use and purpose of the access easements and rights-of-way set forth in this **Section 3.5.4**.
- 3.5.4.4 Upon any use of the access easements and rights-of-way set forth in this **Section 3.5.4** for the purposes of such access easements and rights-of-way, upon the completion of any work performed, including, but not limited to, the construction, repair, rebuilding, relocation, or removing of all, or any portion, of any

utility service line installed pursuant to the easements, such user shall, at user's sole cost and expense, restore any part of the Unit disturbed by such work including regrading as necessary to approximately the same grades as existed before the work commenced, and shall plant appropriate vegetative ground cover on all areas disturbed by the work.

- 3.5.5 There is hereby reserved to Declarant, and any governmental/public service entity is hereby granted the right to use, an easement and a right-of-way in perpetuity for free and uninterrupted right of entry, ingress, egress and regress upon, over, under, through and across the all of the Common Facilities, for the placing and maintaining of utility service equipment, facilities and components on the Common Facilities, whether for the purpose of serving the Subject Property or any other property or properties, and for access for the installation, removal, maintenance, repair or replacement of any utility or service conduits, lines and systems, including, but not limited to, those providing water, sanitary sewer, storm water management (including but not limited to storm water drainage swales, culverts, piping, discharge outlets, basins and similar improvements), electric, telephone, gas, cable, communication or any other such service, subject to the condition that upon any use of the Easements or Right-of-Way reserved by this Section for the purposes of such Easements or Right-of-Way, upon the completion of any work performed, including, but not limited to, the construction, repair, rebuilding, relocation, or removing of all, or any portion, of any of the aforesaid service components pursuant to the Easements hereby granted, the user shall, at user's sole cost and expense, restore any part of the land disturbed by such work to approximately the same condition as existed prior to the commencement of work.
- 3.5.6 For so long as the Declarant or successor to or assign of Declarant is engaged in developing or improving any portion of the Overall Property, there is hereby reserved to Declarant and to any and all Assignee Declarant(s), which Declarant and Assignee Declarant(s) may assign to designees of Declarant or Assignee Declarant(s), an unlimited blanket easement and a right-of-way for free and uninterrupted right of entry, ingress, egress and regress upon, over, under, through and across the entire Subject Property for the purpose of Declarant's or Assignee Declarants' discharge of all of Declarant's or Assignee Declarants' obligations or of Declarant's or Assignee Declarants' exercise of the rights of Declarant or Assignee Declarant(s) as set forth in this Declaration, of Declarant's discharge of all of Declarant's obligations or of Declarant's exercise of the rights of Declarant as set

forth in this Declaration, any and all development activities including without limitation including any structures erected or constructed thereon in whole or in part, erection and maintenance of identification, directional and promotional signs, conduct of sales activities including maintenance of any office or model homes, storage, movement and use of building and construction materials, equipment and personnel, construction and modification of structures including Dwellings, Common Elements including Storm Water Facilities, Cartways, Alleys, vehicle and pedestrian areas and utility services, and grading and regrading, including removal of existing vegetation including trees, all to the extent Declarant or Assignee Declarant(s) shall, in Declarant's or Assignee Declarants' sole judgment, deem appropriate or necessary in the development of the Subject Property.

- 3.5.7 The Declarant reserves for itself, and its successors and assigns a blanket easement over, upon, in, under and across all Units in the Community until such time the Improvements are complete for the purpose of performing such actions and correcting, repairing, altering, replacing, constructing and/or removing such Improvements.
- 3.5.8 Declarant reserves for itself, the Association and Declarant's successors and assigns (a) a blanket easement upon, across, over and under the Subject Property for the purpose of constructing, reconstructing, enlarging, repairing, inspecting, maintaining, removing and relocating all storm water management facilities, sanitary and storm sewer facilities, water lines, telephone, electrical, cable and other utility lines and related facilities and appurtenances with respect to all of the foregoing to serve any real estate and (b) free ingress, egress and regress on, over, across and under the Subject Property, at all times and seasons forever, in order to construct, reconstruct, enlarge, repair, inspect, maintain, remove and relocate any of the foregoing improvements.
- 3.5.9 Declarant reserves for itself and its successors and assigns a temporary easement over every Unit transferred by Declarant to facilitate the construction of dwellings on other Units within the Subject Property. The rights granted under this temporary easement shall include, but are not limited to, the right of free ingress, egress and regress on, over, across and under the conveyed lot to facilitate the construction and grading upon the other Units, the right to regrade the conveyed Units and such other rights as Declarant's deems necessary to complete the construction of dwellings. Further, during the term of this easement, the Owner of a Unit shall be prohibited from planting any trees, bushes, shrubs or other landscaping upon the conveyed Unit

without the prior written permission of the Declarant. This temporary easement shall burden each transferred Unit for a period of twelve (12) months following the transfer of the Unit to a non-Declarant.

- 3.5.10 The Declarant reserves for itself, and its successors and assigns (a) an easement over, upon, in, under and across the Subject Property for the sole and limited purpose of performing such actions as are consistent with the approved Grading Plan for the Overall Property, including but not limited to the correction, regrading, alteration, replacement, addition, construction and/or removal of earth, improvements, landscaping, facilities and/or any other item, and (b) free ingress, egress and regress on, over, across and under the Subject Property, at all times and seasons forever, in order to carry out the foregoing actions.
- 3.5.11 No Owner (other than Declarant) shall change the grade of his/her Unit without prior written permission from the Declarant, the Board of Directors of the Association and Manheim Township (if necessary), provided that the change or alteration must be consistent with the approved Grading Plan for the Property. If an Owner (other than Declarant) changes or alters the grade of his/her Unit without the written permission of the Declarant and/or the Board of Directors or in contravention of the Grading Plan, and Declarant (or the Association as an assign of Declarant) exercises its rights under **Section 3.5.10** above, Declarant and/or the Association shall not be liable for any damages to such Unit, the landscaping on the Unit or any other claim arising out of Declarant's or the Association's actions to regrade the non-compliant Unit. Such Owner shall be solely responsible for the re-installation of grass and landscaping upon such regraded Unit, and such Owner shall reimburse Declarant or the Association (as the case may be) all costs associated with the regrading of the Unit, including attorney's fees and other professional fees. If Declarant or the Association initiates legal proceedings to recover the amounts due under or to enforce this Section, Declarant or the Association shall also be entitled to recover its reasonable attorney's fees associated with the enforcement of the obligations under this Section.
- 3.5.12 In addition to the fence restrictions set forth in Article VI of this Declaration, no Owner shall install any fence, wall, structure or landscaping within, over, or through storm water easements/facilities, utility easements or clear sight triangles.
- 3.5.13 Some or all of the Subject Property is subject to recorded restrictions.

easements and licenses. As of the date of this Declaration, the following restrictions, easements or licenses appurtenant to or included in the Subject Property are recorded in the Recorder's Office as follows:

- 3.5.13.1 Rights and reservations regarding access as set forth in Deed Book E, Volume 21, page 591, as modified/amended by Agreement as set forth in Deed Book N, Volume 62, page 386.
- 3.5.13.2 Rights granted to Socony Vacuum Oil Company, Incorporated as set forth in Deed Book U, Volume 37, page 9; Deed Book U, Volume 37, page 10; Deed Book U, Volume 37, page 11; and Deed Book U, Volume 37, page 12; and Assignment to Buckeye Pipe Line Transportation LLC as set forth in Document #5455228.
- 3.5.13.3 Rights granted to Manheim Township Municipal Authority regarding sewer as set forth in Deed Book T, Volume 64, page 668.
- 3.5.13.4 Matters, conditions, easements, notes site data, sketches, etc. as shown on Subdivision Plan Book J-110, page 110.
- 3.5.13.5 Matters, conditions, easements, notes, site data, etc. as shown on Subdivision Plan Book 2013-0215-J.
- 3.5.13.6 Terms and conditions of Storm Water Easement Agreement as set forth in Document #6113909.
- 3.5.13.7 Terms and conditions of Encroachment Agreement with Buckeye Pipe Line Transportation, LLC as set forth in Document #6361507.
- 3.5.13.8 Terms and conditions of Right-Of-Way Agreements With Consent of Mortgagee as set forth in Document # 6398599.
- 3.5.13.9 Terms and conditions of Stormwater Access Easement Agreements as set forth in Document #6407323 and #6407324.
- 3.5.13.10 Matters, conditions, easements, notes, site data, etc. as shown on Subdivision Plan Book 2018-0289-J, as revised at Subdivision Plan Book 2019-0386-J.
- 3.5.13.11 Rights granted to PPL Electric Utilities Corp. as set forth in Document # 6464982.

- 3.5.13.12 Terms and conditions of Stormwater Management Agreement and Declaration of Easements as set forth at Document #6407325.
- 3.5.13.13 Terms and conditions of Agreements for grant o Linear Trail Easement as set forth in Document #6407322.
- 3.5.14 There is hereby explicitly reserved to the Declarant, during and only during the ten (10) years following the recording of this Declaration, the unrestricted option to subject the Subject Property to easements or licenses in favor of Governmental/Public Service Entities as are required for the provision of public utilities to and through any real estate and/or as are reasonably required for the construction of improvements to any real estate in accordance with all laws, ordinances and regulations of all governmental entities having jurisdiction thereof. The grant by the Declarant of such easements and/or licenses shall affect the Association not greater than a) the effects of the easements and licenses set forth in **Section 3.5** of this Declaration together with b) the effects of development and improvement of the Subject Property in accordance with the Approved Development. Further, the grant by the Declarant of such easements and/or licenses shall not, individually, result in a greater than ten percent (10%) increase or decrease in the annual General Common Expenses Budget of the Association.
- 3.5.15 There is hereby explicitly reserved to the Declarant, during and only during the ten (10) years following the recording of this Declaration, the unrestricted option to subject the Subject Property and Storm Water System to easements or licenses in favor of any property owners, as Declarant may determine, without the consent of the Association or Lot Owners, for the discharge of storm water into and through the Storm Water System, provided that the beneficiary of such easement is required to contribute to the maintenance of the portion of the Storm Water System being utilized by such beneficiary in proportion to the total acreage draining through or into such portion of the Storm Water System. The grant by the Declarant of such easements and/or licenses should not affect the Association not greater than a) the effects of the easements and licenses set forth in **Section 3.5** of this Declaration together with b) the effects of development and improvement of the Subject Property in accordance with the Approved Development. Further, the grant by the Declarant of such easements and/or licenses should not, individually, result in a greater than ten percent (10%) increase or decrease in the annual General Common

Expenses Budget of the Association.

- 3.5.16 The Roadways within the Subject Property are subject to access easements in favor of and usage by the owners/occupiers of any portion of the balance of the Overall Parcel (whether or not such real estate is added to the Subject Property and subject to this Declaration), to the extent there are connections between the Roadways within the Subject Property and the balance of the Overall Parcel. Declarant agrees that the connecting Roadways within the balance of the Overall Parcel (whether or not such real estate is added to the Subject Property and subject to this Declaration) will be subject to an access easement in favor of and usage by the owners/occupies of the Subject Property. The grant by the Declarant of such easements and/or licenses should not affect the Association not greater than a) the effects of the easements and licenses set forth in **Section 3.5** of this Declaration together with b) the effects of development and improvement of the Subject Property in accordance with the Approved Development. Further, the grant by the Declarant of such easements and/or licenses should not, individually, result in a greater than ten percent (10%) increase or decrease in the annual General Common Expenses Budget of the Association.
- 3.5.17 All Roadway Rights of Way and Storm Water Easements, as depicted upon the Subdivision Plan, are subject to an easement in favor of the balance of the Overall Property.

3.6 Addition of Other Property to the Provisions of this Declaration

There is hereby explicitly reserved to the Declarant the unrestricted option to make subject, or to refrain from making subject, to this Declaration, some or all of the Additional Real Estate, being those portions of the Overall Parcel not then subject to this Declaration, and, if making subject to this Declaration, to within such Additional Real Estate designate parts thereof as Lots, Common Elements, Limited Common Elements, Convertible Real Estate and/or Withdrawable Real Estate. Declarant's rights under the prior sentence shall expire upon the later to occur of the following:

- (a) the expiration of ten years after the recording of the declaration;  
or
- (b) in the case of a preliminary plan calling for the installation of improvements in sections, one hundred and twenty (120) days after municipal approval or denial of each particular section's final plat which was filed prior to the deadline approved or

modified by the municipal governing body pursuant to Section 508(4)(v) of the Act of July 31, 1968 (P.L. 805, No. 247), known as the Pennsylvania Municipalities Planning Code, or, in the event of an appeal from the municipal approval or denial of such final plat, one hundred and twenty (120) days after a final judgment on appeal; or

- (c) such later dates or extensions as authorized by any subsequent amendment to the Act or other enacted legislation.

If some, or all of the Additional Real Estate is made subject to this Declaration, a maximum of one hundred (100) Lots and Units may be created within the Additional Real Estate, all of which such Lots and Units shall be restricted exclusively to residential use.<sup>2</sup> If any Additional Real Estate is not made subject to this Declaration, no assurances are made regarding the manner of use of the Additional Real Estate, including without limitation, the type of use (e.g., commercial, residential, office, industrial, etc.) number of residences or size of other uses. No assurance is made regarding the extent to which any buildings and units which may be erected upon each portion of the Additional Real Estate will be compatible with the other buildings in the Community in terms of architectural style, quality of construction, principal materials employed in construction, and size. All, some, or none of the use and occupancy restrictions to which the Units are made subject by this Declaration may or may not be made applicable to Units within portions of the Additional Real Estate. Although buildings, improvements and limited common elements may be constructed, made or created upon or within each portion of the Additional Real Estate, no assurances are made as to the description or location of such buildings, improvements and limited common elements, including types, sizes and proportion of limited common elements to Units.

If some, or all of the Additional Real Estate is made subject to this Declaration and the number of Lots/Units within the Subject Property is increased, the following revisions would occur:

Because the number of Memberships in the Association is equal to the number of Units within the Subject Property, the number of Memberships in the Association would increase by the number of Units within the Additional Real Estate made subject to this Declaration and the Association Interest, relative voting Strength and Common Expense liability of each then existing Unit would be reduced by a

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<sup>2</sup>Preliminary Plans have been approved depicting eighty-four (84) lots within the Overall Property. However, Declarant reserves the right to modify those plans.



percentage equal to the difference between the quotient of one (1) divided by the number of Memberships in the Association prior to the making the Additional Real Estate subject to this Declaration and the quotient of one (1) divided by the number of Memberships in the Association after making the Additional Real Estate subject to this Declaration, divided by the quotient of one (1) divided by the number of Memberships in the Association prior to the making the Additional Real Estate subject to this Declaration multiplied by 100.

Although the Common Expense Liability of each Unit would be reduced, the General Common Expenses of the Association would increase, with the result that the annual Assessment of Common Expense Liability against each Unit would either increase, decrease or remain unchanged; and

The Additional Real Estate, or portions (if any), may be added at different times and no assurance is made regarding the boundaries of such portions, or the order in which they may be added. If any such portion of the Additional Real Estate is made subject to this Declaration, there is no requirement nor prohibition that any other portion of the Additional Real Estate will, may or may not be made subject to this Declaration.

There are no limitations on the Declarant's options as set forth in this **Section 3.6** other than limitations created by or imposed by operation of law.

#### ARTICLE IV - THE SETTLEMENTS EAST HOMEOWNERS ASSOCIATION

##### 4.1 The Association

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

##### 4.1.1 Powers and Duties of the Association

The Association shall have all powers necessary to enjoy the rights of the Association and to perform the duties of the Association all as set forth in this Declaration and as set forth in the Act, including, but

limited to, Section 5302 of the Act.

## 4.2 Maintenance Responsibilities of the Association

### 4.2.1 Common Elements

The Association shall have the obligation to make adequate provision for the maintenance, repair and replacement of, and to maintain, repair or replace as and when in the sole judgment of the Executive Board required, any and all buildings, structures, facilities, cartways, wetlands, ponds, lawn, trees, shrubs, landscaping, and land comprising the Common Elements, including without limitation all Limited Common Elements, Controlled Facilities and Limited Controlled Facilities, in accordance with applicable law, as amended.

#### 4.2.1.1 Maintenance of Storm Water System

The Association shall have the obligation to make adequate provision for the repair and replacement of, and to repair and replace, as and when in the sole judgment of the Executive Board required to maintain in a manner which preserves, keeps functional, complies with all applicable Township, County, State and Federal regulations, ordinances and laws and retains the functional condition thereof the Storm Water System including without limitation all Storm Water Facilities including but not limited to all basins, pipes, swales, inlets, outfalls, dissipaters, spreaders, systems and other components and facilities appurtenant thereto as are constructed for the purpose of storm water drainage management (whether or not located upon the Subject Property) and in the performance of such obligation, if required to do so by Manheim Township, the Association shall enter into a storm water management agreement with Manheim Township to ensure long-term maintenance of the storm water management facilities. The Owner of a Lot shall be responsible for the mowing and seeding of all grassy areas within a Storm Water Easement upon such Owner's Lot.

The Association shall become a party to that certain Storm Water Management Agreement and Declaration of Easement, identified in Section 1.27.2.2 above and, pursuant to the terms thereof, the Association shall maintain the Storm Water Management Facilities as referred to therein, including compliance with maintenance responsibilities set forth therein.

The Association shall become an assignee of the NPDES Permit issued to the Declarants for this project and shall be responsible for the maintenance, repair and replacement of the Storm Water System in accordance with the terms of the NPDES Permit and applicable regulations.

The Association shall undertake all post construction storm water maintenance obligations upon the NPDES Permit, the Subdivision Plan, the Storm Water Easements and other applicable requirements, as the same may be amended from time to time. See Exhibit "E" for the current post-construction management obligations for the Subdivision Plan.

Upon approval of the Declarant's notice of termination by the Department of Environmental Protection or by an authorized county conservation district, it shall be deemed that the association or Unit Owner, as applicable, agree to and shall become responsible for compliance with the storm water management facilities' permit terms and conditions, including long-term operation and maintenance of postconstruction storm water best management practices in accordance with applicable requirements.

#### 4.2.1.2 Maintenance of Cartways.

The Association shall have the obligation to make adequate provision for the repair and replacement of, and to repair and replace, as and when in the sole judgment of the Executive Board required to maintain in a manner which retains the functional condition thereof, any and all Cartways, access, and parking areas (excepting only any of such as are accepted for dedication by Manheim Township or other Governmental/Public Service Entity) including the removal of snow therefrom and the treatment for ice accumulation thereon.

#### 4.2.2 Controlled Facilities

The Association shall have the obligation to make adequate provision for the maintenance, repair and replacement of, and to maintain, repair or replace as and when in the sole judgment of the Executive Board required, in a manner which preserves, keeps functional, complies with all applicable Township, County, State and Federal regulations, ordinances and laws and retains the functional condition

thereof all of the Controlled Facilities as defined in **Sections 1.7.2 and 2.6.4** of this Declaration, provided that the Owner of a Lot shall be responsible for the mowing and seeding of all grassy areas within a Storm Water Easement upon such Owner's Lot.

**4.2.3 Curbside Collection of Household Trash and Recyclables**

To the extent not controlled by the Township, the Association may attempt to negotiate with a reputable waste hauler for favorable rates to be offered to Owners.

**4.3 Insurance to be Carried by Association**

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

- 4.3.1** comprehensive general liability insurance, including medical payments insurance, in an amount determined by the executive board but not less than in the amount of \$1,000,000.00 covering all occurrences commonly insured against for death and bodily injury and \$500,000 covering all occurrences commonly insured against for property damage arising out of or in connection with the use, ownership or maintenance of the Common Elements which such insurance shall name Manheim Township, its elected and appointed officials, employees and agents as additional insureds; and
- 4.3.2** any other insurance deemed appropriate by the Executive Board to protect the Association or the Unit Owners.

Individual Unit Owners shall maintain fire and casualty insurance on their respective Unit and the Dwelling located thereon.

**4.4 Membership and Voting Rights**

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

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

The Owner, or owners collectively if more than one, of each individual Unit shall constitute one Member of the Association. Each Member shall hold one Membership in the Association. The Association shall have such number of Memberships as there are Units in the Subject Property.

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

#### 4.4.1 Exercise of Vote

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

Cumulative voting shall not be permitted for any other purpose.

#### 4.5 Executive Board

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

##### 4.5.1 Powers and Duties of the Executive Board

The Executive Board shall have the powers to do all things necessary or appropriate to carry out the duties and obligations imposed upon it by the Governing Documents or otherwise by law and such powers shall include that the Executive Board may act in all instances on behalf of the Association.

#### 4.5.2 Right and Limitation of Declarant to Appoint Members of the Executive Board

During and only during the Development Period as such Development Period is defined in **Section 1.12** of this Declaration, Declarant shall have the right to appoint and to remove at will, and, in the event of removal, resignation, death, termination, absenteeism or other event resulting in vacancy, to reappoint, at will, replacements for, no fewer than such number of members of the Executive Board as shall comprise a majority of the number of members of the Executive Board. Subject to the right of the Declarant, in Declarant's sole judgment, at will, to remove and replace such Declarant appointed members, with or without cause, the terms of such appointed members of the Executive Board shall be for the period from appointment until the termination of the Development Period.

Notwithstanding the right of Declarant to appoint members of the Executive Board pursuant to this **Section 4.5.2** of this Declaration:

- 4.5.2.1 not later than sixty (60) days after conveyance or lease by Declarant to persons other than a Declarant or Assignee Declarant(s) of twenty-five (25) Units (being 25% of the Units which may be created pursuant to the terms of this Declaration), the greater of one (1) or such number of members of the Executive Board as shall comprise a minimum of 25% of the number of members comprising the whole Executive Board shall be elected by Unit Owners other than the Declarant, and
- 4.5.2.2 not later than sixty (60) days after conveyance or lease by Declarant to persons other than a Declarant or Assignee Declarant(s) of fifty (50) Units (being 50% of the Units which may be created pursuant to the terms of this Declaration), the greater of one (1) or such number of members of the Executive Board as shall comprise a minimum of 33% of the number of members comprising the whole Executive Board shall be elected by Unit Owners other than the Declarant.
- 4.5.2.3 not later than sixty (60) days after conveyance or lease by Declarant to persons other than a Declarant or Assignee Declarant of seventy-five (75) Units (being 75% of the Units which may be created pursuant to the terms of this Declaration), all Declarant appointed members of the Executive Board shall resign and a new Executive Board shall be elected by all members of the Association including Declarant.

#### 4.5.3 Indemnification of Officers, Executive Board and Committee Members

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

### ARTICLE V - ASSESSMENTS

#### 5.1 Creation of the Lien and Personal Obligation of Assessments

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

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

Surplus funds accumulated by the Association shall be handled in accordance with Section 5313 of the Act.

## 5.2 Estoppel Certificate

Upon request therefor, the Executive Board shall provide an Estoppel Certificate in accordance with Section 5407 of the Act. A reasonable fee may be established from time to time for the cost of preparation of such certificate and shall be paid at the time of request for such certificate. A properly executed certificate of the Association as to the status of assessments or installments thereof on a Unit is binding upon the Association as of the date of its issuance as to any purchaser or mortgagee relying thereon in good faith, but shall not relieve the Owner of personal liability.

## 5.3 Purpose of Assessments

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

So long as Declarant is responsible for the maintenance of the Storm Water System, Roadways (or has dedicated the same to the Township), Declarant shall only be subject to an assessment of insurance costs against all Units.

## 5.4 Annual Assessments

On or before sixty (60) days prior to the end of each Fiscal Year of the Association, the Executive Board shall adopt Annual General Common Expenses and Special Allocation Expenses Budgets in amounts deemed appropriate, in the sole judgment of the Executive Board, for the purposes set forth in the Governing Documents.

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

an annual assessment against each Unit for such Unit's General Common Expense Liability in an amount equal to the amount of the



annual General Common Expenses Budget multiplied by such Unit's Association Interest; and

annual special allocation assessments against each Unit in an amount proportionate to the benefit to such Unit of the Special Allocation Expenses Budgets.

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

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

#### 5.5 Special Assessments for Capital Improvements

In addition to the annual assessments authorized in the Governing Documents, the Executive Board may levy in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement of a part of the Common Elements including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of Owners of Units subject to the special assessment(s) voting at a meeting duly called for such purpose.

#### 5.6 Notice and Quorum for any Action Authorized Under Section 5.6

Written notice of any meeting called for the purposes of taking any action authorized under **Section 5.6** shall be sent to all Owners of Lots subject to the special assessment(s) not less than ten (10) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty (60%) percent of all of the votes of the Owners of Dwellings subject to the special assessment(s) shall constitute a quorum. If the required quorum is not present, another meeting may be called for a date not later than sixty (60) days following the preceding meeting, subject to the same notice requirement, and the required quorum at such subsequent meeting shall be one-half (1/2) of the required

quorum at the preceding meeting.

5.7 Assessment to Repair Damage Caused by Owner or Others for Whom Owner is Responsible

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

5.8 Payments of Assessments

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

5.9 Assessment to Maintain, Repair or Replace the Dwelling, Driveway, Retaining Wall or other Dwelling Related Improvements Located on a Lot, or the Lot.

The Executive Board may levy an assessment against any Lot for the Association's cost of remediating, repairing or replacing (and expenses related thereto including attorney's fees) any Dwelling, Retaining Wall (including related fencing), landscaping or other improvement located on a Lot which is otherwise the Lot Owner's responsibility to bring such item in compliance with the provisions of this Declaration, rules or regulations issued by the Executive Board or applicable law.

5.10 Initial Assessment

Each Owner (other than a Declarant) shall, at the time of the first Conveyance of a Dwelling from a Declarant to such Owner, pay to the Association an initial assessment. The initial assessment shall constitute a non-refundable payment to the Association, to be used by the Association to pay start-up expenses, to prepay certain expenses, such as insurance premiums, and to provide an initial reserve against future expenses and shall not be credited as an advance payment of annual or special assessments. The initial assessment shall be: Five Hundred Dollars per Lot.

**The Executive Board with approval of Declarant may adjust the initial assessments from time to time, provided that so long as a Declarant or Assignee Declarant owns a lot within the Subject Property, the Declarant must approve any change to the initial assessment.**

## 5.11 Effect of Non-Payment of Assessments: Remedies of the Association

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

Each Owner on becoming an Owner of any Unit shall be deemed to covenant and agree to the enforcement of all assessments in the manner specified in this Declaration and in the Act. Each Owner agrees to pay reasonable attorney's fees as established from time to time by the Executive Board and costs incurred in the collection of any assessment against such Owner and/or such Owner's Unit, whether by suit or otherwise, or in enforcing compliance with or specific performance of the terms and conditions of the Governing Documents as against such Owner and/or such Owner's Unit.

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

### 5.11.1 Enforcement by Suit

The Association may commence and maintain a suit by law against any Owner or Owners for such delinquent assessments as to which they are personally obligated. Any judgment rendered in any such action shall include the amount of the delinquency, together with interest thereon at the rate of fifteen (15%) per cent per annum from the due date, costs of collection, court costs, and reasonable attorney's

fees. Suit to recover any money judgment for any unpaid assessments shall be maintainable without foreclosing or waiving the lien hereinafter provided for.

5.11.2 Enforcement by Lien

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

ARTICLE VI - RESTRICTIVE COVENANTS

6.1 Single Family Residences Only

Unless otherwise hereinafter expressly provided, all Lots and residential dwellings constructed thereon shall be used solely for private, single family residential purposes. The use of a portion of a Structure on a Lot shall be considered a residential use if such use does not create regular customer or client traffic to and from the Lot. The Developer and its assigns shall not be bound by this Section, and may use any Lot as well as any structure built within a Lot for any purpose, consistent with applicable laws.

No more than one residential dwelling shall be constructed, placed or maintained on each Unit, and each dwelling shall be occupied by no more than one family as such term is defined in the Zoning Ordinance of Manheim Township, Lancaster County, Pennsylvania.

Any addition to the residential dwelling(s) constructed on each Unit, any fence, wall, planting or other improvement or modification erected, placed or maintained on a Lot shall be harmonious in design with the dwelling(s) on the Unit, but shall be subject to prior approval by the architectural review board under **Section 6.19**.

The landscaping and maintenance thereof shall be in accordance with the residential character of the Community.

Upon construction of the Dwelling, the Lot Owner shall cause the installation of a dusk to dawn post light approved by Declarant. The Lot Owner shall operate and maintain the post light at all times.

6.2 Leasing of Units

6.2.1 No Unit shall be leased or rented for a term of less than thirty (30) days. Short Term leasing or rental (i.e. periods of less than thirty

(30) days), including but not limited to leasing the Unit through services such as Airbnb, Vacation Rental By Owner (VRBO) and similar service, is strictly prohibited.

6.2.2 A lease of a unit must be in writing, and a copy of such lease shall be provided to the Association.

6.2.3 The Unit Owner shall be responsible for all damages caused or any violation of the Governing Documents committed by his/her tenants or their guests.

6.2.4 The Unit Owner shall be responsible for the payment of all fines, penalties or other charges arising out of the conduct of his/her tenants or their guests.

### 6.3 Landscaping and Tree Maintenance

All plantings, trees and other landscaping on a Lot (including any street trees) shall be maintained by the Owner of the Lot in conformance with good nursery and landscape practice.

No lawn ornaments or other non-vegetative decoration shall be permitted upon the exterior of any Unit.

The foregoing restriction shall not prohibit the following:

6.3.1 wreaths upon doors;

6.3.2 holiday lights on the exterior of the dwelling or upon/within trees. Bushes or shrubbery (provided the same are removed within one month after the holiday);

6.3.3 such other decorations the Executive Board may permit under the Rules and Regulations.

### 6.4 Temporary Facilities and Storage Sheds

#### 6.4.1 Temporary Facilities

No temporary structure, trailer, garage, tent or other similar facility shall be used at any time for residential purposes.

Nothing herein shall prohibit the placement on any Lot of temporary construction trailers, sheds, portable toilets or similar items during construction, repair of, or addition to, any improvements on a Unit.

#### 6.4.2 Storage Sheds

Storage sheds or similar structures shall be permitted if approved by the architectural review board under **Section 6.19** and applicable governmental authority. The exterior of any permitted storage shed shall be consistent with the general color scheme of the dwelling upon the Lot. No storage shed shall exceed one hundred and forty (140) square feet in size (as measured from the outside of the shed). Frame built auxiliary vehicle garages and pool houses shall not be subject to the size limitation.

#### 6.5 Business Use

No trade, business or profession shall be conducted or pursued on any Lot or within or without any structure on any Lot and no vehicle, equipment, or structure shall be placed, maintained, constructed or operated, temporarily or permanently, on any Lot for any trade, business, or other commercial purpose. **This paragraph shall not prohibit the maintenance of a personal private office within a dwelling, provided no customers, clients, or vendors shall be permitted to visit such personal private office (or dwelling), no persons residing outside of the Lot may be employed in such personal private office and no signs identifying the office may be posted upon the Unit.**

#### 6.6 Animals

Except for animals commonly recognized as domestic house pets, no animals of any kind, whether mammal, bird, reptile or other, shall be at any time kept on any Unit.

No animals may be raised or kept on any Lot for commercial breeding or for any other commercial purpose.

Pets shall be maintained and controlled at all times so as not to offend or disturb other Lot owners or occupants by noise, elimination, odor, intrusion, destruction of property or otherwise.

**All pets shall be kept housed indoors within the Dwelling upon the Lot and shall in no case be permitted to remain outside of the Owner's dwelling more than one hour between the hours of 10 P.M. and 6 A.M. the following morning.**

#### 6.7 Firewood

Wood or any other material which is capable of being used for fuel in a fireplace, stove, or similar heating device shall not be stored on any Lot outside of a structure on said Unit.

#### 6.8 Tanks

Tanks for the storage of any liquid or gas (including but not limited to water, gas, oil, or propane) shall not be installed, placed or maintained on any Lot outside of a structure on said Lot and above the surface of the ground of said Lot excepting only fuel tanks which are attached to and are a part of a cooking appliance and while such appliance is in use.

#### 6.9 Prohibition Against Outdoor Boilers or Similar Heating Devices

Outdoor boilers (i.e. those devices in which materials are burned outside of the Dwelling or other building to heat the Dwelling or building) and similar devices are prohibited. This paragraph shall not be deemed to prohibit natural gas powered emergency generators that are permanently installed and approved pursuant to **Section 6.19**.

#### 6.10 Nuisances

No nuisance, or noxious, offensive, or dangerous activity or thing shall be created, permitted or conducted on or about any Lot including but not limited to open or smoking fires, uncovered refuse, loud parties or music.

#### 6.11 Vehicles

No mobile home, bus, house car, motor home, camper, trailer, commercial vehicle, airplane, boat, unlicensed or unregistered motor vehicle, snowmobile or other specialized recreational vehicle, or any inoperative vehicle shall be placed, used, operated, maintained or stored on or in the Subject Property nor parked on any vehicular area within the Subject Property except for such time as is necessary to load or unload same, or pickup or discharge passengers therefrom.

Nothing herein shall prohibit the storage of any of the aforesaid vehicles provided such storage is completely within a garage.

All vehicle maintenance, repair, restoration or other work must be performed within an enclosed garage.

#### 6.12 Fences

Fences shall be permitted if approved as an Architecturally Controlled

Improvement pursuant to the provisions of **Section 6.19** of this Declaration. No "chain link" or other wire construction fence shall be placed, erected or maintained on the Subject Property at any time. Solid or Board fences shall only be permitted to the rear of the dwelling upon a Lot, between the sides of the dwelling, and extend no further than 15 feet from the rear of the dwelling. All fences in other locations must be "see through".

The provisions of this **Section 6.12** shall not prohibit the installation and maintenance of "invisible fence" or other unseen electronic device which inhibits the movement of pets or children.

### 6.13 Swimming Pools and Children's Playground or Similar Equipment

#### 6.13.1 Swimming Pools

No swimming pool shall be constructed, placed or maintained upon any single family lot unless the same shall have been approved as an Architecturally Controlled Improvement pursuant to the terms of **Section 6.18** of this Declaration, and such swimming pool shall be constructed such that when the pool has been filled with water, the surface of the water shall be lower than the grade of the soil of the Lot surrounding the pool on all sides thereof, it being the intent that no "above-ground" swimming pools be permitted on any Lot at any time.

The restrictions contained in this **Section 6.12** shall not prevent the use of children's pools which do not exceed eighteen (18) inches in height and thirty (30) gallons of water capacity, provided such children's pools are kept drained when not in use and are maintained in such a fashion as not to attract mosquitoes, vermin or other vectors.

#### 6.13.2 Children's Playground or Similar Equipment

No playground equipment, playhouse, dollhouse, tree house or other play or sports structure, including but not limited to basketball hoops, soccer nets, hockey nets or other sports structures, (collectively, "Children's Playground Equipment") shall be constructed, placed or maintained upon any Lot in front of the rear building line of the dwelling constructed upon such lot. Notwithstanding the foregoing, a Lot Owner shall be permitted to install or maintain a single basketball hoop and/or hockey net within or immediately adjacent to the driveway upon the Lot, provided the intended play area must be entirely within the driveway, and not the Roadway Right of Way



#### 6.14 Surface Water Flow

After the completion of the construction thereon of residential dwelling(s) and the establishment of grades for the flow of surface water, the grading of any Lot shall not be changed or modified so as to impede, redirect, accelerate or otherwise change or modify the flow of surface water to, over or from the Unit.

#### 6.15 Antennas and Solar Panels

No antenna and no exposed electrical or electronic wires or lines shall be erected or maintained on the outside of a structure on any Unit, including without limiting the generality thereof, any receiving or transmitting antenna, dish or other devices, excepting only satellite television receiving dishes not exceeding one meter in diameter. Satellite television receiving dishes not exceeding one meter in diameter shall be erected and maintained only mounted on, or within thirty-six (36) inches of, the rear wall of Dwelling(s) on the Lot and shall be mounted such that the antenna is no higher than the soffit line of the part of the Dwelling on the Lot on which the antenna is mounted or within three feet of.

Solar Panels shall only be permitted to the rear of the Dwelling, and must be incorporated into the roof, and may not be visible from the street in front of the Dwelling.

#### 6.16 Laundry

No poles, wires, ropes, or other fixtures or appliances or portion thereof upon which laundry is hung or exposed shall be erected, placed or maintained upon any Unit, unless the same shall have been approved as an Architecturally Controlled Improvement pursuant to the terms of **Section 6.19** of this Declaration.

#### 6.17 Gardens

Any flower or vegetable garden maintained on any Lot shall be:

- 6.17.1 maintained free of unsightly weeds and dead plants and/or crops; and
- 6.17.2 maintained such that there shall be no soil erosion of the garden area; and
- 6.17.3 maintained behind the rear building line of the dwelling constructed thereon.

## 6.18 Signs

No signs, billboards, notices, advertising, displays, or other attention attracting devices shall be erected or maintained on any Lot excepting only (a) small signs not exceeding one (1) square foot in size identifying the occupant, address and home occupation, if applicable; (b) small security signs not exceeding two (2) square feet in size identifying the security company; (c) temporary construction signs; (d) and temporary real estate signs not exceeding eight (8) square feet in size advertising the sale or lease of the property.

## 6.19 Architectural Review and Approval

"Architecturally Controlled Improvement" shall mean and refer to each and every one of the following:

- 6.19.1 construction of any improvement to or upon any Lot within the Subject Property, excepting any and all construction prior to the first Certificate of Occupancy issued for occupancy of a dwelling on a Lot which has been approved by Declarant; and
- 6.19.2 any material alteration, modification or change in or to any of the exterior components, fixtures, materials, colors, and/or appearance of any building, fence, wall or other structure or any portion thereof (including without limitation, any painting or staining thereof); and
- 6.19.3 any addition to and/or demolition or removal of any building, fence, wall or other structure or any portion thereof; and
- 6.19.4 installation, placement or construction of mailbox(es) or mailbox supports, except for the substantially similar replacement of the mailbox and mailbox support installed contemporaneously with the construction of the residential structure on the Unit; and
- 6.19.5 installation of lighting fixtures, illuminating devices or illumination sources, including but not limited to lamppost lights, anywhere on a Lot excepting only such lighting fixtures, illuminating devices or illumination sources installed wholly within a building on a Lot and further excepting lamppost lights as required pursuant to the Approved Development.

Anything in this Declaration to the contrary notwithstanding, except for such improvements or work as are the substantially similar replacement of

improvements and/or work previously approved for an individual Lot or constructed prior to the issuance of the first Certificate of Occupancy for a Lot pursuant to the provisions of this **Section 6.19**, no Architecturally Controlled Improvement, shall be permitted to commence or remain unless and until such improvement or work shall have been approved pursuant to the provisions of this **Section 6.19**.

Any Owner desiring to construct or cause to be constructed or work to be performed of an Architecturally Controlled Improvement shall submit to the Architectural Review Board ("ARB") for approval: (1) plans, construction documents and drawings for such improvement or work, which plans, documents and drawings shall clearly show the scope of the work and/or the proposed architectural design, and describe all exterior materials to be used in the construction of the proposed improvement; and (2) the proposed lines and grades and site plans; and (3) landscape (including tree replacement in accordance with **Section 6.3** of this Declaration) plans (hereinafter collectively referred to as "Proposed Work/Construction Documents").

The Proposed Work/Construction Documents shall be deemed received by the ARB when, and only when, the person or entity submitting same shall have received written acknowledgments evidencing the receipt of the Proposed Work/Construction Documents signed by no less than such number of members of the ARB as shall constitute a majority thereof.

Each and every Owner, by the acceptance of a deed to a property subject to the conditions, covenants, restrictions and easements set forth in this Declaration, acknowledges and agrees that any Architecturally Controlled Improvement constructed, installed, placed or maintained on said Owner's Lot without approval of the ARB as set forth in this **Section 6.19** ("Non-conforming Modification"), shall be removed in its entirety, within fifteen (15) days of notice to said Owner of such Non-conforming Modification, (which such notice shall be by the mailing thereof by certified mail, return receipt requested to the resident of the Unit, or by hand delivery to an adult resident of said Unit). Such removal shall be at the expense of said Lot Owner, and each and every Lot Owner, by the acceptance of a deed to a Unit, hereby grants to the ARB an easement, license, and the authority to cause such Non-conforming Modification to be removed at said Lot Owner's expense if not removed within fifteen (15) days after notice as aforesaid.

The ARB shall consider the suitability of the proposed work and/or improvement, including the extent of the work and, if applicable, the materials and colors to be utilized, the siting and landscaping thereof, if any, the harmony thereof with surroundings, including dwellings and/or other structures within the Subject Property, and the effect on, and view from,

adjacent and neighboring properties. The ARB shall, by a vote of the majority thereof, have the right, in its sole discretion, to approve or disapprove any proposed Architecturally Controlled Improvement.

Within thirty (30) days of receipt thereof, the ARB shall approve or disapprove, in writing to the person or entity who shall have submitted same, each proposed Architecturally Controlled Improvement submitted as aforesaid and, if disapproved, an explanation of the reasons therefor. If the ARB shall fail to approve or disapprove any submitted proposed Architecturally Controlled Improvement within thirty (30) days of receipt thereof, the same shall be deemed approved.

So long as Declarant owns a Lot within the Community, the ARB shall consist of individuals designated by Declarant. After Declarant has conveyed all Lots that may be created within the Community, the ARB shall be deemed to be the Executive Board of the Association.

#### 6.20 Compliance with Laws

No building, appurtenant structure or other improvement shall be constructed, placed or maintained on any Lot nearer to any front, side or rear property line than is permissible, with, if required, variance sought and granted, under the Zoning Ordinances of Manheim Township, Lancaster County, and construction pursuant to a grant thereof shall comply with the provisions of this Declaration.

All construction, and all parts and phases thereof including, but not limited to, electrical work and plumbing, shall be performed in accordance with all applicable building codes and regulations.

#### 6.21 Exceptions

The Executive Board shall have the power to grant relief from the restrictions set forth in **Sections 6.4 through 6.19** in their discretion upon good cause shown. The Executive Board may attach conditions to such relief as the Executive Board deems appropriate

### ARTICLE VII - SPECIAL DECLARANT RIGHTS

#### 7.1 Right to Subject Property to Easements

Declarant shall have the full power and authority to exercise Declarant's right to subject the Subject Property to Easements pursuant to the provisions of Article III of this Declaration.

## 7.2 Exercise of Rights

Declarant shall have the full power and authority to exercise Declarant's right to modify pursuant to the provisions of **Section 2.1** of this Declaration.

Declarant shall have the full power and authority to add the Additional Real Estate to the Subject Property and the Community pursuant to the provisions of **Section 3.6** of this Declaration.

Declarant shall have the full power and authority to exercise Declarant's right to appoint members of the Executive Board pursuant to the provisions of **Section 4.5.2** of this Declaration.

Declarant shall have the full power and authority to maintain offices in the Subject Property, including the Common Elements, for such Declarant's use in connection with the sale and/or lease of Units owned by the Declarant pursuant to the provisions of Article III of this Declaration.

## 7.3 Right to Use of Easements

Declarant shall not be denied the use of, and Declarant shall have the full, continuous, and uninterrupted right of use of Easements as set forth in this Declaration, including but not limited to such as set forth in **Section 3.5** of this Declaration.

## 7.4 Exception for Development and Sales

Notwithstanding anything in this Declaration to the contrary, nothing herein shall prohibit the use of any portion of the Subject Property, including any Units or any other portion of the Subject Property, for the development, construction, and sales of the Units, with or without residential dwelling thereon, and/or the sale of or contracting for construction of residential dwellings and appurtenant structures.

No prohibition against business use, prohibition against signage, or prohibition against other uses of the Units or other portions of the Subject Property shall prohibit the seller of Units and/or residential dwellings thereon from placing, constructing, installing and maintaining such sales offices, signs, temporary structures and facilities, business activities and similar things and activities as such seller shall deem appropriate for the purposes of such sales, construction and related activities.

## ARTICLE VIII - SECURED LENDERS

### 8.1 Rights of Secured Lenders

In order to induce Secured Lenders to make loans secured by liens upon Lots or lands within the Community of The Settlements East, subject to the provisions of §5221 of the Act, the Association shall not, without the prior written consent of at least whatever percent of first mortgagees of individual Units as is required by Financing Agencies having jurisdiction thereof and two-thirds (2/3) of Owners other than the Declarant:

- 8.1.1 by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer any of the Common Facilities owned directly or indirectly excepting, however, Conveyances to Governmental/Public Service Entities consistent with common property use are excepted;
- 8.1.2 change the method of determining the obligation, assessments, dues or other charges which may be levied against an Owner;
- 8.1.3 by act or omission, change, waive or abandon regulations or enforcement pertaining to restrictive covenants, the maintenance of the Common Elements, or the upkeep of lawns and plantings;
- 8.1.4 fail to maintain fire and extended coverage on insurable property on a basis as required by Financing Agencies; and
- 8.1.5 use hazard insurance proceeds for losses to Common Elements for other than the repayment for, replacement or reconstruction of such Common Elements.

### 8.2 Obligations of Association to Secured Lenders

As further inducement to Secured Lenders, subject to the provisions of the Act, the Association shall:

- 8.2.1 not make liable any mortgagee who obtains title to a Unit, pursuant to the remedies provided in the mortgage, for such Unit's unpaid assessments, installments thereof or charges which accrue prior to the acquisition of title to such Unit by the mortgagee;
- 8.2.2 allow mortgagees of Units to, jointly or singly, pay taxes or other charges against the Common Elements and pay overdue premiums on hazard insurance policies, or secure new hazard insurance policies on

the lapse of a policy for such Common Elements and mortgagees making such payment shall be owed immediately reimbursement therefor from the Association;

- 8.2.3 give written notification, upon written request, to any first mortgagee, at the address designated in the request, of any default in the performance by any individual Unit mortgagor or such individual Unit mortgagor's obligations pursuant to the terms of the Governing Documents;
- 8.2.4 limit any agreement for professional management or any contract providing for services from or by the Declarant to that required by any federal agencies having jurisdiction thereof and provide for termination in accord with standards of federal agencies. Any management agreement shall remain consistent with the Governing Documents.

## ARTICLE IX - GENERAL PROVISIONS

### 9.1 Enforcement

The Association, the Board of Supervisors of Manheim Township, the Declarant, or any Owner shall have the right to enforce, by any proceedings at law or in equity, either to restrain violation or to recover damages, all violations or attempts to violate any restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of the Governing Documents.

Failure to enforce any restrictions, covenants or agreements contained in the Governing Documents shall in no event be deemed a waiver of the rights to do so thereafter as to the same breach or as to a breach occurring prior or subsequent thereto.

### 9.2 Severability

Invalidation of any one of the conditions, covenants or restrictions of this Declaration by judgment or court order shall not affect any other provisions, all of which shall remain in full force and effect.

### 9.3 Amendment

Subject to the provisions of §5219 of the Act, the conditions, covenants and restrictions of this Declaration shall run with and bind the land in perpetuity and may be changed, altered, modified or extinguished in whole or in part, at

any time, by an instrument, in writing, signed by not less than the record owners of seventy-five percent (75%) of the Units within the Subject Property (provided that so long as Declarant (or an Assignee Declarant) owns a Unit, all Amendments must be approved by Declarant in writing), which such Amendment shall be recorded in the Recorder's Office.

No provisions of this Declaration pursuant to which any special Declarant rights have been reserved to a Declarant shall be amended without the express written joinder of the Declarant in such amendment.

No provisions of this Declaration which provide rights to or in favor of Manheim Township shall be amended without the express written joinder of the Township and Declarant in such amendment.

#### 9.4 Conflict

In the event of irreconcilable conflict among the Governing Documents, ordinances, statutes, rules and regulations, the conflict shall be resolved in favor of the requirements of the respective documents in order of their hereinafter stated priority, to wit:

- 9.4.1 The Act;
- 9.4.2 The Subdivision Plan, as the same may be modified, as approved by Manheim Township;
- 9.4.3 The Overall Development Plan, as the same may be modified, as approved by Manheim Township;
- 9.4.4 The Conditional Use Decision;
- 9.4.5 The Manheim Township Zoning Ordinance, as the same may be amended;
- 9.4.6 This Declaration;
- 9.4.7 Articles of Incorporation of the Association;
- 9.4.8 Bylaws of the Association;
- 9.4.9 Book of Resolutions of the Association.

Anything above to the contrary notwithstanding, in all cases the requirements of all regulatory statutes shall control.



## 9.5 Interpretation

Unless the context otherwise requires the use herein, the singular shall include the plural and vice versa; the use of one gender shall include all genders; and the use of the term "including" shall mean "including without limitation." The headings used herein are for indexing purposes only and shall not be used as a means of interpreting or construing the substantive provisions hereof.

## 9.6 Subjecting of Mortgage

Fulton Bank, N.A. ("Bank") has consented to the recording of this Declaration solely for the purpose of evidencing its approval of the form and content of this Declaration and of subjecting the lien of its Mortgage against the Real Estate to the terms and conditions hereof. As a condition to the execution by Bank of this Declaration for the purpose set forth in the preceding sentence, Declarant and the Association hereby agree to indemnify and hold harmless Bank, its successors and assigns, from and against any and all claims, losses, liabilities, damages and expenses (including court costs and attorneys' fees) (collectively, "Claims") which Bank may incur, suffer or be exposed to in connection with the operation and governance of the Planned Community. Notwithstanding the foregoing provisions of this **Section 9.6** to the contrary, the foregoing indemnification shall be deemed to be given solely by the Declarant, its successors and assigns, and not by the Association or any Unit Owner other than the Declarant with respect to: (i) any claims arising out of any breach by the Declarant of any of the terms and conditions contained herein; (ii) any acts or omissions of the Declarant; or, (iii) any acts or omissions by the Association that result from the failure of the Executive Board to fulfill its duties under this Declaration and under the Bylaws prior to the occurrence of the first election of members of the Executive Board. Declarant, and each Unit Owner hereby shall be deemed to have released Bank, its successors and assigns, from any claims or causes of action relating in any way to execution and recording of this Declaration and/or the operation and governance of the Planned Community hereby created except to the extent that such claim or liability arises in connection with any act or omission by Bank it has succeeded, if ever, to the interest of Declarant as Declarant or as a Unit Owner.

[Signatures on following page]

IN WITNESS WHEREOF, this Declaration is executed by GRH-3, LLC,  
Declarant herein, the day and year first above written.

~~Attest:~~ WITNESS

GRH-3, LLC

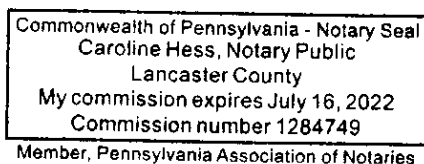
*John A. Matyja*

By: *Gerald R. Horst*  
Gerald R. Horst, Sole Member

COMMONWEALTH OF PENNSYLVANIA :  
: SS.  
COUNTY OF LANCASTER :

On this 28<sup>th</sup> day of January, 2020, before me, a Notary Public, the undersigned officer, personally appeared Gerald R. Horst, who acknowledged himself to be the sole member of GRH-3, LLC, a Pennsylvania limited liability company, and that as such sole member being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by himself as sole member.

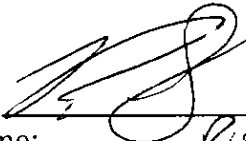
IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



*Caroline Hess*  
Notary Public  
My commission expires: JULY 16, 2022

Fulton Bank, N.A. has jointed this Declaration for the limited purpose identified in **Section 9.6**.

BANK  
Fulton Bank, N.A.

By:   
Name: Ryan Mowery  
Title: Vice President

COMMONWEALTH OF PENNSYLVANIA :  
: SS.  
COUNTY OF LANCASTER :

On this 28 day of January, 2020, before me, a Notary Public, the undersigned officer, personally appeared Ryan C. Mowery, who acknowledged himself to be the vice President of Fulton Bank N.A., a national banking association and that as such Vice President being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the national banking association by himself as Vice President.

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

COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
Ashley M. Ramos, Notary Public  
City of Lancaster, Lancaster County  
My Commission Expires March 30, 2021  
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

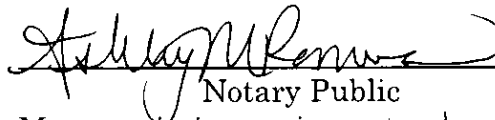
  
Notary Public  
My commission expires: 3/30/2021

EXHIBIT "A"  
SUBJECT PROPERTY  
Description of Phase 1

**WEBER SURVEYORS, INC.**

931 STONY BATTERY ROAD  
LANDISVILLE, PENNSYLVANIA 17538  
PHONE: (717) 898-9466  
FAX: (717) 898-9567

Legal Description  
July 23, 2018  
Settlements East – Phase 1  
Manheim Township  
Lancaster County

ALL THAT CERTAIN piece, parcel, or tract of land, situated on the Northeast side of Landis Valley Road, located in Manheim Township, Lancaster County, Pennsylvania, being known as Settlements East Phase 1, as shown on a Final Phase 1 Subdivision and Land Development Plan for Settlements East, prepared by Robert Gabriel & Associates, Inc., recorded in The Lancaster County Recorder of Deeds Office, Document No. 2018-0289-J, said tract being more fully bounded and described as follows:

BEGINNING at a point on the Northeast right-of-way line of Landis Valley Road, said point being a corner of lands now or formerly of Calvary Church; thence extending along Landis Valley Road the two following courses and distances: [1] North fifty-three (53) degrees twenty-one (21) minutes forty-six (46) seconds West, a distance of four hundred twelve and twelve hundredths (412.12) feet to a point; and [2] on a line curving to the right, having a radius of seven hundred nine and fifty hundredths (709.50) feet, an arc length of forty-three and seventy-one hundredths (43.71) feet, a chord bearing of North fifty-one (51) degrees thirty-five (35) minutes fifty-two (52) seconds West, and a chord distance of forty-three and seventy-one hundredths (43.71) feet to a point, a corner of lands now or formerly of John A. Fowler; thence extending along the same, North seventeen (17) degrees fifty-eight (58) minutes twenty (20) seconds East, a distance of three hundred fifty-seven and ninety-seven hundredths (357.97) feet to a point, a corner of lands now or formerly of Scott A. Wilson; thence extending along the same, North twenty (20) degrees thirteen (13) minutes fifteen (15) seconds East, a distance of ninety-six and thirty-six hundredths (96.36) feet to a point, a corner of lands now or formerly of Brian K. & Jennifer V. Hurter; thence extending along the same the two following courses and distances: [1] North thirty-six (36) degrees thirty-eight (38) minutes forty-two (42) seconds East, a distance of thirty-five and thirty-seven hundredths (35.37) feet to a point; and [2]

North twenty (20) degrees thirteen (13) minutes fifteen (15) seconds East, a distance of one hundred one and seventy-one hundredths (101.71) feet to a point on the South right-of-way line of Fondersmith Drive; thence extending along the same, North forty-two (42) degrees twenty-one (21) minutes eleven (11) seconds West, a distance of eleven and twenty-seven hundredths (11.27) feet to a point; thence crossing Fondersmith Drive and extending along lands now or formerly of James M. & Constance Freidman respectively, North twenty (20) degrees thirteen (13) minutes fifteen (15) seconds East, a distance of sixty-four and sixty-five hundredths (64.65) feet to a point; thence continuing along lands of Freidman and extending along various other properties and crossing Whitemarsh Drive respectively, North sixty-three (63) degrees twenty-three (23) minutes zero (00) seconds East, a distance of one thousand two hundred thirty-three and ninety-nine hundredths (1233.99) feet to a point, a corner of lands now or formerly of Carl E. III & Valerie J. Christainsen; thence extending along lands of Christainsen and lands now or formerly of Mervin L. & Rachel L. Landis respectively, North forty-four (44) degrees forty (40) minutes ten (10) seconds East, a distance of four hundred two and forty-four hundredths (402.44) feet to a point, a corner of lands now or formerly of Kenneth H. Hess; thence extending along the same, South sixty-two (62) degrees twenty-five (25) minutes fifty-two (52) seconds East, a distance of sixty-nine and twenty-four hundredths (69.24) feet to a point; thence continuing along lands of Hess and extending along lands now or formerly of Melvin H. & Laura B. Hess respectively, South twenty-eight (28) degrees thirty-two (32) minutes twelve (12) seconds East, a distance of three hundred four and thirty-six hundredths (304.36) feet to a point, a corner of Settlements East Phase 2; thence extending along the same the twenty following courses and distances: [1] South sixty-three (63) degrees twenty-two (22) minutes fifty-nine (59) seconds West, a distance of three hundred twenty-six and forty-six hundredths (326.46) feet to a point; [2] South forty-five (45) degrees twenty-seven (27) minutes thirty-three (33) seconds West, a distance of ninety-three and eleven hundredths (93.11) feet to a point; [3] South forty-four (44) degrees thirty-two (32) minutes twenty-seven (27) seconds East, a distance of fifteen and fifty-one hundredths (15.51) feet to a point; [4] South forty-five (45) degrees twenty-seven (27) minutes thirty-three (33) seconds West, a distance of fifty and zero hundredths (50.00) feet to a point; [5] North forty-four (44) degrees thirty-two (32) minutes twenty-seven (27) seconds West, a distance of eighteen and sixty-four hundredths (18.64) feet to a point; [6] on a line curving to the right, having a radius of two hundred twenty-five and zero hundredths (225.00) feet, an arc length of eighteen and ninety-six hundredths (18.96) feet, a chord bearing of North forty-two (42) degrees seven (07) minutes thirty-five (35) seconds West, and a chord distance of eighteen and ninety-six hundredths (18.96) feet to a point; [7] South forty-nine (49) degrees forty-six (46) minutes forty-one (41) seconds West, a distance of one hundred six and eighty-five hundredths (106.85) feet to a point; [8] South twenty-six (26) degrees thirty-seven (37) minutes zero (00) seconds East, a distance of thirty-four and forty-one hundredths (34.41) feet to a point; [9] South eighty-nine (89) degrees forty-three (43) minutes forty-one (41) seconds West, a distance of one hundred thirty-eight and ninety-three hundredths (138.93) feet to a

point; [10] South eighty-eight (88) degrees thirty-nine (39) minutes fifty-four (54) seconds West, a distance of sixty-four and ninety hundredths (64.90) feet to a point; [11] South thirteen (13) degrees seventeen (17) minutes forty-five (45) seconds West, a distance of ninety-four and fifty-eight hundredths (94.58) feet to a point; [12] on a line curving to the right, having a radius of one hundred fifty and zero hundredths (150.00) feet, an arc length of eighty-two and sixty-one hundredths (82.61) feet, a chord bearing of North fifty-seven (57) degrees six (06) minutes thirty-nine (39) seconds West, and a chord distance of eighty-one and fifty-seven hundredths (81.57) feet to a point; [13] South forty-eight (48) degrees twenty-four (24) minutes fifty-four (54) seconds West, a distance of fifty and zero hundredths (50.00) feet to a point; [14] on a line curving to the left, having a radius of two hundred and zero hundredths (200.00) feet, an arc length of eight and twenty-one hundredths (8.21) feet, a chord bearing of South forty-two (42) degrees thirty-four (34) minutes seventeen (17) seconds East, and a chord distance of eight and twenty-one hundredths (8.21) feet to a point; [15] South forty-six (46) degrees fifteen (15) minutes ten (10) seconds West, a distance of one hundred three and forty-nine hundredths (103.49) feet to a point; [16] South thirty-seven (37) degrees forty-five (45) minutes forty-seven (47) seconds West, a distance of one hundred forty-eight and sixty hundredths (148.60) feet to a point; [17] South twenty-six (26) degrees forty (40) minutes twelve (12) seconds West, a distance of six hundred seventeen and ninety-four hundredths (617.94) feet to a point; [18] South thirty-six (36) degrees thirty-eight (38) minutes thirty-five (35) seconds West, a distance of two hundred fifty-nine and sixty-four hundredths (259.64) feet to a point; [19] South thirty (30) degrees fifteen (15) minutes twenty-eight (28) seconds West, a distance of seventy-five and forty-six hundredths (75.46) feet to a point; and [20] South sixty-seven (67) degrees four (04) minutes forty-seven (47) seconds West, a distance of six and twenty-nine hundredths (6.29) feet to the place of BEGINNING

CONTAINING 19.4859 Acres

THE SUBJECT PROPERTY DOES NOT INCLUDE PARCELS A AND B DEPICTED UPON THE SUBDIVISION PLAN.

**EXHIBIT "B"**  
**Description of Additional Real Estate**

ALL THAT CERTAIN piece, parcel, or tract of land, situated on the Northeast side of Landis Valley Road, located in Manheim Township, Lancaster County, Pennsylvania, being known as Settlements East, as shown on the Preliminary Subdivision and Land Development Plan for Settlements East, prepared by Robert Gabriel & Associates, Inc., dated March 25, 2014, and last revised December 20, 2017, said tract being more fully bounded and described as follows:

BEGINNING at a point on the Northeast right-of-way line of Landis Valley Road, said point being a corner of lands now or formerly of Calvary Church; thence extending along Landis Valley Road the two following courses and distances: [1] North fifty-three (53) degrees twenty-one (21) minutes forty-six (46) seconds West, a distance of four hundred twelve and twelve hundredths (412.12) feet to a point; and [2] on a line curving to the right, having a radius of seven hundred nine and fifty hundredths (709.50) feet, an arc length of forty-three and seventy-one hundredths (43.71) feet, a chord bearing of North fifty-one (51) degrees thirty-five (35) minutes fifty-two (52) seconds West, and a chord distance of forty-three and seventy-one hundredths (43.71) feet to a point, a corner of lands now or formerly of John A. Fowler; thence extending along the same, North seventeen (17) degrees fifty-eight (58) minutes twenty (20) seconds East, a distance of three hundred fifty-seven and ninety-seven hundredths (357.97) feet to a point, a corner of lands now or formerly of Scott A. Wilson; thence extending along the same, North twenty (20) degrees thirteen (13) minutes fifteen (15) seconds East, a distance of ninety-six and thirty-six hundredths (96.36) feet to a point, a corner of lands now or formerly of Brian K. & Jennifer V. Hurter; thence extending along the same the two following courses and distances: [1] North thirty-six (36) degrees thirty-eight (38) minutes forty-two (42) seconds East, a distance of thirty-five and thirty-seven hundredths (35.37) feet to a point; and [2] North twenty (20) degrees thirteen (13) minutes fifteen (15) seconds East, a distance of one hundred one and seventy-one hundredths (101.71) feet to a point on the South right-of-way line of Fondersmith Drive; thence extending along the same, North forty-two (42) degrees twenty-one (21) minutes eleven (11) seconds West, a distance of eleven and twenty-seven hundredths (11.27) feet to a point; thence crossing Fondersmith Drive and extending along lands now or formerly of James M. & Constance Freidman respectively, North twenty (20) degrees thirteen (13) minutes fifteen (15) seconds East, a distance of sixty-four and sixty-five hundredths (64.65) feet to a point; thence continuing along lands of Freidman and extending along various other properties and crossing Whitmarsh Drive respectively, North sixty-three (63) degrees twenty-three (23) minutes zero (00) seconds East, a distance of one thousand two hundred thirty-three and ninety-nine hundredths (1233.99) feet to a point, a corner of lands now or formerly of Carl E. III & Valerie J. Christainsen; thence extending along lands of Christainsen and lands now or formerly of Mervin L. & Rachel L. Landis respectively, North forty-four (44) degrees forty (40) minutes ten (10) seconds East, a distance of three hundred ninety-four and sixty-six hundredths (394.66) feet to a

point, a corner of lands now or formerly of Kenneth H. Hess; thence extending along the same, South sixty-two (62) degrees twenty-five (25) minutes fifty-two (52) seconds East, a distance of sixty-nine and twenty-four hundredths (69.24) feet to a point; thence continuing along lands of Hess and extending along lands now or formerly of Melvin H. & Laura B. Hess respectively. South twenty-eight (28) degrees thirty-two (32) minutes twelve (12) seconds East, a distance of nine hundred eighty-four and ninety-two hundredths (984.92) feet to a point, a corner of lands now or formerly of Calvary Church; thence extending along the same the fourteen following courses and distances: [1] North eighty-nine (89) degrees two (02) minutes twenty-five (25) seconds West, a distance of five hundred eighty-four and twelve hundredths (584.12) feet to a point; [2] South eighty-nine (89) degrees forty-three (43) minutes forty-one (41) seconds West, a distance of five hundred forty-two and forty-seven hundredths (542.47) feet to a point; [3] North sixty-five (65) degrees ten (10) minutes twenty-seven (27) seconds West, a distance of one hundred twenty-two and ninety-three hundredths (122.93) feet to a point; [4] South thirty-seven (37) degrees forty-five (45) minutes forty-seven (47) seconds West, a distance of eighty-seven and sixty hundredths (87.60) feet to a point; [5] South twenty-six (26) degrees forty (40) minutes twelve (12) seconds West, a distance of two hundred sixty-two and ninety-five hundredths (262.95) feet to a point; [6] North sixty-three (63) degrees nineteen (19) minutes forty-eight (48) seconds West, a distance of eighty-three and zero hundredths (83.00) feet to a point; [7] on a line curving to the right, having a radius of twenty-two and zero hundredths (22.00) feet, an arc length of thirty-four and fifty-six hundredths (34.56) feet, a chord bearing of North eighteen (18) degrees nineteen (19) minutes fifty-one (51) seconds West, and a chord distance of thirty-one and eleven hundredths (31.11) feet to a point; [8] South twenty-six (26) degrees forty (40) minutes twelve (12) seconds West, a distance of ninety-four and zero hundredths (94.00) feet to a point; [9] on a line curving to the right, having a radius of twenty-two and zero hundredths (22.00) feet, an arc length of thirty-four and fifty-six hundredths (34.56) feet, a chord bearing of North seventy-one (71) degrees forty (40) minutes seventeen (17) seconds East, and a chord distance of thirty-one and eleven hundredths (31.11) feet to a point; [10] South sixty-three (63) degrees nineteen (19) minutes forty-eight (48) seconds East, a distance of eighty-three and zero hundredths (83.00) feet to a point; [11] South twenty-six (26) degrees forty (40) minutes twelve (12) seconds West, a distance of three hundred four and ninety-nine hundredths (304.99) feet to a point; [12] South thirty-six (36) degrees thirty-eight (38) minutes thirty-five (35) seconds West, a distance of two hundred fifty-nine and sixty-four hundredths (259.64) feet to a point; [13] South thirty (30) degrees fifteen (15) minutes twenty-eight (28) seconds West, a distance of seventy-five and forty-six hundredths (75.46) feet to a point; and [14] South sixty-seven (67) degrees four (04) minutes forty-seven (47) seconds West, a distance of six and twenty-nine hundredths (6.29) feet to the place of BEGINNING

CONTAINING 28.5460 Acres

LESS THE SUBJECT PROPERTY DESCRIBED IN EXHIBIT A



EXHIBIT "C"  
Improvements

1. Roadways as depicted upon the Subdivision Plan in accordance with Township specifications
2. Storm Water System as depicted upon the Subdivision Plan
3. Water System as described upon the Subdivision Plan
4. Sewer System as described upon the Subdivision Plan

**EXHIBIT "D"**  
**Impervious Coverage Limit for Each Lot**

<b>MAXIMUM IMPERVIOUS COVERAGE</b>	
<b>LOT NO.</b>	<b>IMPERVIOUS COVERAGE (SF)</b>
1	3,600
2	3,600
3	4,360
4	3,600
5	3,300
6	3,200
7	3,200
8	3,200
9	3,200
10	3,200
11	3,300
12	3,200
13	3,600
14	3,300
15	3,200
16	3,600
17	3,200
18	3,200
19	3,600
20	3,600
21	8,300
22	3,200
23	3,200
24	3,200
25	3,000
26	4,600
27	3,400
28	3,700
29	3,600
30	3,200

MAXIMUM IMPERVIOUS COVERAGE	
LOT NO.	IMPERVIOUS COVERAGE (SF)
31	3,000
32	3,000
33	3,200
34	3,500
35	3,500
36	3,500
37	8,700
38	5,700
39	3,900
61	3,600
62	3,600
63	3,200
64	4,000
65	3,600
66	3,600
67	3,600
68	3,600
69	3,600
70	3,600
71	3,200
72	3,200
73	3,200
74	4,100
75	3,900
76	3,200
77	3,600
78	3,600

## EXHIBIT "E"

## Post Construction Stormwater Management Requirements

## OPERATION AND MAINTENANCE SCHEDULE

THIS OPERATION AND MAINTENANCE SCHEDULE PERTAINS TO ALL STORMWATER FACILITIES AND BEST MANAGEMENT PRACTICES (BMPs) AS SHOWN ON THE APPROVED POST-CONSTRUCTION STORMWATER MANAGEMENT (PCSM) PLANS.

MAINTENANCE DURING CONSTRUCTION ACTIVITIES SHALL BE THE RESPONSIBILITY OF THE PERMITTEE AND CO-PERMITTEES AS PER THE GENERAL NPDES PERMIT ISSUED BY THE LANCASTER COUNTY CONSERVATION DISTRICT.

THE INDIVIDUAL LOT OWNER WILL OWN AND BE RESPONSIBLE FOR THE LONG TERM MAINTENANCE OF ALL STORMWATER AND BMP FACILITIES.

REGULAR MAINTENANCE WILL INCLUDE THE FOLLOWING:

1. INSPECTION (FOUR TIMES PER YEAR AND IMMEDIATELY AFTER ALL RAINFALL EVENTS EXCEEDING 3 INCHES) OF BASIN, SWALES, TERRE KLEEN WATER QUALITY INLETS, AND STREET TREES, TO ASSURE PROPER MAINTENANCE AND CARE.
2. LIMING AND FERTILIZING VEGETATED CHANNELS AND OTHER AREAS ACCORDING TO SPECIFICATIONS IN THE EROSION AND SEDIMENTATION CONTROL HANDBOOK OF LANCASTER COUNTY.
3. MOWING AS NECESSARY TO MAINTAIN ADEQUATE STANDS OF GRASS AND TO CONTROL WEEDS. CHEMICAL WEED CONTROL MAY BE USED IF STATE AND LOCAL REGULATIONS ARE MET.
4. REESTABLISHMENT OF VEGETATION BY SEEDING AND MULCHING OR SOODING OF SCoured AREAS OR AREAS WHERE VEGETATION HAS NOT BEEN SUCCESSFULLY ESTABLISHED.
5. REMOVAL OF SILT AND DEBRIS FROM ALL STORMWATER FACILITIES AND BMPs IN ORDER TO KEEP THE MATERIAL FROM BUILDING UP, THUS REDUCING THEIR CAPACITY AND FUNCTION.
6. REMOVAL OF SILT AND ANY ACCUMULATION OF DEBRIS FROM ALL PERMANENT DRAINAGE STRUCTURES AND RIPRAP APRONS AND REPAIR OF ANY DAMAGE TO THE STRUCTURES. REPAIRS SHALL BE MADE USING MATERIAL THAT MEETS OR EXCEEDS THE SPECIFICATIONS PROVIDED ON THE PLANS.
7. IN ADDITION TO THE REQUIREMENTS ABOVE, INSPECT THE BASIN FOR EROSION AND VEGETATION HEALTH AND COVERAGE, INCLUDING CHECKING FOR INVASIVE PLANTS AND/OR WEEDS. ANY INVASIVE PLANTS/WEEDS SHALL BE IMMEDIATELY REMOVED. IF VEGETATION IS DISEASED OR DEAD, IT SHALL BE REPLACED WITH SIMILAR STOCK. VEGETATION IN THE BOTTOM OF THE BASIN SHOULD BE CUT DOWN AT THE END OF THE GROWING SEASON TO KEEP WOODY VEGETATION IN CHECK. REMOVE LEAVES AND DEBRIS THAT WOULD AFFECT THE OPERATION OF THE OUTLET. WHEN SEDIMENT HAS REACHED A DEPTH OF SIX INCHES, THE ACCUMULATED SEDIMENT SHALL BE REMOVED. ANY VEGETATION DISTURBED DURING SEDIMENT REMOVAL SHALL BE REPLACED. ANY EROSION THAT HAS OCCURRED SHALL BE PROMPTLY REPAIRED. MULCH SHOULD BE REPLACED EVERY 2 OR 3 YEARS. ANY CHANGES TO THE ORIGINAL DESIGN INTENT SHALL REQUIRE PRIOR APPROVAL FROM MANHEIM TOWNSHIP.

8. TREES SHALL BE MAINTAINED BY PRUNING DEAD OR UNSIGHTLY LIMBS AND IMMEDIATELY REPLACING WITH SIMILAR STOCK SHOULD THEY DIE.
9. REGULARLY MOW ALL SWALES, OPEN SPACES AND BASIN BERM AND SLOPES TO AT LEAST A 3" HEIGHT AND KEEP THESE AREAS FREE OF ANY FOREIGN DEBRIS (GARBAGE, TRASH, LAWN WASTE, ETC.).
10. DOWNSPOUT DISCHARGE SHALL HONOR THE DIRECTION SHOWN ON THE PCSM PLAN. ROOF DRAINS SHALL NOT BE EXTENDED TO DISCHARGE DIRECTLY INTO ANY STREET, THROUGH THE CURB OR, DIRECTLY INTO ANY STORM SEWER SYSTEM.
11. FOR TERRE KLEEN WATER QUALITY INLET:
- DURING THE FIRST YEAR AFTER INSTALLATION, INSPECTIONS SHOULD BE PERFORMED EVERY THREE (3) MONTHS TO DETERMINE THE TYPE AND AMOUNT OF POLLUTANTS IN THE TERRE KLEEN<sup>®</sup>. SITE AND WEATHER CONDITIONS WILL INFLUENCE THE RATE OF POLLUTANT CAPTURE. A SCHEDULE OF REGULAR MAINTENANCE CAN THEN BE ESTABLISHED BASED UPON THE QUARTERLY INSPECTIONS.
  - MEASUREMENT - A CAREFULLY LOWERED STADIA ROD OR SIMILAR INSTRUMENT MAY BE USED TO DETERMINE THE AMOUNT OF CAPTURED SEDIMENT.
  - POLLUTANT REMOVAL - ACCESS TO BOTH THE PRIMARY AND GRIT CHAMBERS IS PROVIDED BY MANHOLE OPENINGS. THE GROSS POLLUTANTS, SUCH AS LITTER AND THE OIL ABSORPTION BOOMS, OR THE TERRE MICROBES<sup>®</sup> SHOULD BE REMOVED FIRST. A VACUUM TRUCK OR SIMILAR EQUIPMENT IS THEN UTILIZED TO REMOVE THE WATER AND THE SEDIMENT. DISPOSAL OF ALL OF THE REMOVED POLLUTANTS SHOULD BE PROPERLY DOCUMENTED IN ACCORDANCE WITH ALL APPLICABLE REGULATIONS. REMOVAL MAY BE DONE ANY TIME AFTER A RAIN EVENT.
  - PROPER DOCUMENTATION - DATES AND RESULTS OF EACH INSPECTION; PROPOSED AND INSTALLED REPAIRS, RENOVATIONS, IMPROVEMENTS; TYPE AND AMOUNT OF CAPTURED POLLUTANTS; PROCEDURE FOR DISPOSAL OF POLLUTANTS; PREPARATION AND SUBMITTAL OF REPORTS.
  - IMPORTANT NOTES - KEEP SPARKS AND FLAMES AWAY FROM THE TERRE KLEEN<sup>®</sup> UNIT AT ALL TIMES, AS IT MAY CONTAIN FLAMMABLE MATERIAL; THE TERRE KLEEN<sup>®</sup> UNIT IS DESIGNED FOR INSPECTION AND CLEANING FROM GRADE. IF "CONFINED ENTRY" IS NECESSARY, OSHA REGULATIONS STIPULATE THAT ONLY TRAINED AND CERTIFIED PERSONNEL USING APPROVED EQUIPMENT AND PROCEDURES MAY ENTER THE STRUCTURE; MANHOLE COVERS AND INLET GRATES MUST BE REPLACED SECURELY TO THEIR FRAMES AFTER INSPECTION OR MAINTENANCE.
  - CONTACT TERRE HILL STORMWATER SYSTEMS FOR ASSISTANCE IN MAINTAINING THE TERRE KLEEN WATER QUALITY INLETS.
12. IN ACCORDANCE WITH THE NPDES PERMIT, MAINTAIN A WRITTEN REPORT DOCUMENTING ALL INSPECTIONS, REPAIRS AND MAINTENANCE ACTIVITIES PERFORMED AND IMMEDIATELY NOTIFY MANHEIM TOWNSHIP AND THE LANCASTER COUNTY CONSERVATION DISTRICT PRIOR TO INITIATING ANY MAJOR REPAIR ACTIVITIES (SUCH AS REPAIRS THAT MAY BE REQUIRED AS A RESULT OF SETTLEMENT, SINKHOLES, SEEPS, STRUCTURAL CRACKING OR FOUNDATION MOVEMENT).
13. DO NOT MODIFY REMOVE, FILL, LANDSCAPE OR ALTER ANY EXISTING STORMWATER FACILITY UNLESS IT IS PART OF THE APPROVED MAINTENANCE PROGRAM, WITHOUT PRIOR WRITTEN APPROVAL OF MANHEIM TOWNSHIP.
14. DO NOT PLACE ANY STRUCTURE, FILL, LANDSCAPING OR OTHER OBSTRUCTION INTO A STORMWATER FACILITY OR BMP WHICH WOULD ADVERSELY AFFECT THEIR FUNCTION, WITHOUT PRIOR WRITTEN APPROVAL OF MANHEIM TOWNSHIP.
15. ANNUAL WRITTEN REPORTING TO MANHEIM TOWNSHIP OF INSPECTION AND MAINTENANCE ACTIVITIES FOR ALL BMPs IS REQUIRED.

### **PROPOSED BMP**

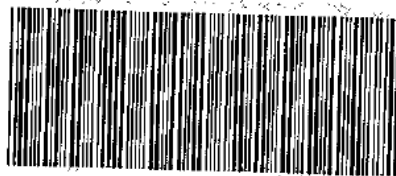
BMP ID	DRAINAGE AREA	NAME OF RECEIVING WATER BODY	INSPECTION AND MAINTENANCE	RESPONSIBLE PERSON
BMP STORMWATER BASIN	32.61 ac.	UNNAMED TRIB. TO CONESTOGA RIVER	SEE DETAIL BELOW	ROBERT GABRIEL, RLA
STREET TREES	N/A	UNNAMED TRIB. TO CONESTOGA RIVER	SEE DETAIL BELOW	ROBERT GABRIEL, RLA

**Lancaster County**

Ann M. Hess  
Recorder of Deeds  
150 N. Queen St.  
Suite 315  
Lancaster, PA 17603  
Phone: 717-299-8238  
Fax: 717-299-8393



INSTRUMENT # : 2020-0044-J  
RECORDED DATE: 01/29/2020 10:34:46 AM



4073063-0006M

**LANCASTER COUNTY ROD****OFFICIAL RECORDING COVER PAGE**

Page 1 of 6

**Document Type:** AS-BUILT AND OTHER PLANS

**Transaction Reference:**

**Document Reference:**

**Transaction #:** 3900295 - 1 Doc(s)  
**Document Page Count:** 5  
**Operator Id:** acrawley

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ROBERT GABRIEL & ASSOCIATES INC

**SUBMITTED BY: ( )**  
ROBERT GABRIEL & ASSOCIATES INC

LANCASTER COUNTY ROD ANN M. HESS  
AS-BUILT AND OTHER PLANS  
2020-0044-J 01/29/2020 10:34:46 AM  
RCD Fees: \$23.00 Taxes: \$0.00 Page 1 of 6

**\* PROPERTY DATA:**

Parcel ID #:

Municipality:

School District:

**\* ASSOCIATED DOCUMENT(S):****FEES / TAXES:**

CRC #6544	\$2.00
RIF #6543	\$3.00
WRIT TAX	\$0.50
EXTRA PAGE FEE	\$8.00
RECORDING FEE: AS- BUILT AND OTHER PLANS	\$9.50
<b>Total:</b>	<b>\$23.00</b>

INSTRUMENT # : 2020-0044-J  
RECORDED DATE: 01/29/2020 10:34:46 AM

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



Ann M. Hess  
Recorder of Deeds

**PLEASE DO NOT DETACH**  
**THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT**

NOTE: If document data differs from cover sheet, document data always controls.

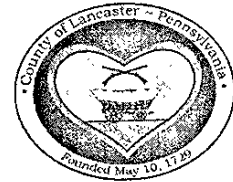
\*COVER PAGE DOES NOT INCLUDE ALL DATA, PLEASE SEE INDEX AND DOCUMENT AFTER RECORDING FOR ADDITIONAL INFORMATION

LANCASTER COUNTY ROD ANN M. HESS  
AS-BUILT AND OTHER PLANS  
2020-0044-J 01/29/2020 10:34:46 AM  
RCD Fees: \$23.00 Taxes: \$0.00 Page 2 of 6

Page Count: 5



**RECORDER OF DEEDS**  
LANCASTER COUNTY | ANN M. HESS



---

**AS-BUILT / OTHER PLAN**

---

Plan Title: Overall Parcel for Settlements East

Name of Owners: GRA-3, LLC

Property Address: Landis Valley Road, Lancaster, PA 17601

Municipality: Manheim Township

Date of Plan: 1/14/2020



NOTE:

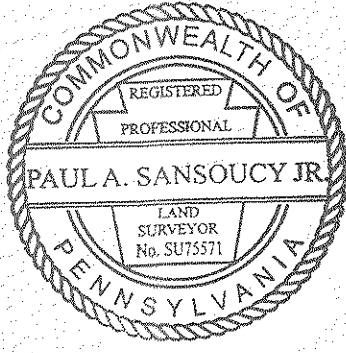
1. THIS PLAT WAS CREATED SEPARATELY FROM THE FINAL SUBDIVISION PLANS AND THE REVISED FINAL PLANS AND IS PART OF THE DECLARATION FOR SETTLEMENTS EAST.  
2. PARCELS A & B ARE NOT PART OF THE PLANNED COMMUNITY.  
3. ALL LOTS, STREETS, AND OTHER IMPROVEMENTS SHOWN WITHIN THE ADDITIONAL REAL ESTATE/PHASE 2 ARE FOR ILLUSTRATIVE PURPOSES ONLY, AND NEED NOT BE BUILT OR INCORPORATED INTO THE ASSOCIATION. SEE DECLARATION FOR FURTHER INFORMATION REGARDING "ADDITIONAL REAL ESTATE".

CERTIFICATION OF ACCURACY (PLAN)

I HEREBY CERTIFY THAT, TO THE BEST OF MY KNOWLEDGE, ALL PLAT OR PLAN INFORMATION INCLUDED HEREIN MEET AND CONTAIN ALL INFORMATION REQUIRED BY SECTION 5210 OF THE PENNSYLVANIA UNIFORM PLANNED COMMUNITY ACT.

JANUARY 28, 2020

Paul A. Sansoucy Jr.



THIS PLAT IS A PART OF DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS AND ESTABLISHMENT OF HOMEOWNERS ASSOCIATION FOR SETTLEMENTS EAST, A PLANNED COMMUNITY IN MANHEIM TOWNSHIP, LANCASTER COUNTY, PENNSYLVANIA ("DECLARATION") BEING RECORDED CONTEMPORANEOUSLY HERewith.

GRH-3, LLC  
A PENNSYLVANIA LIMITED LIABILITY COMPANY  
DECLARANT

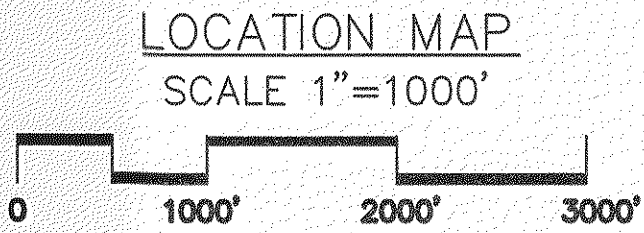
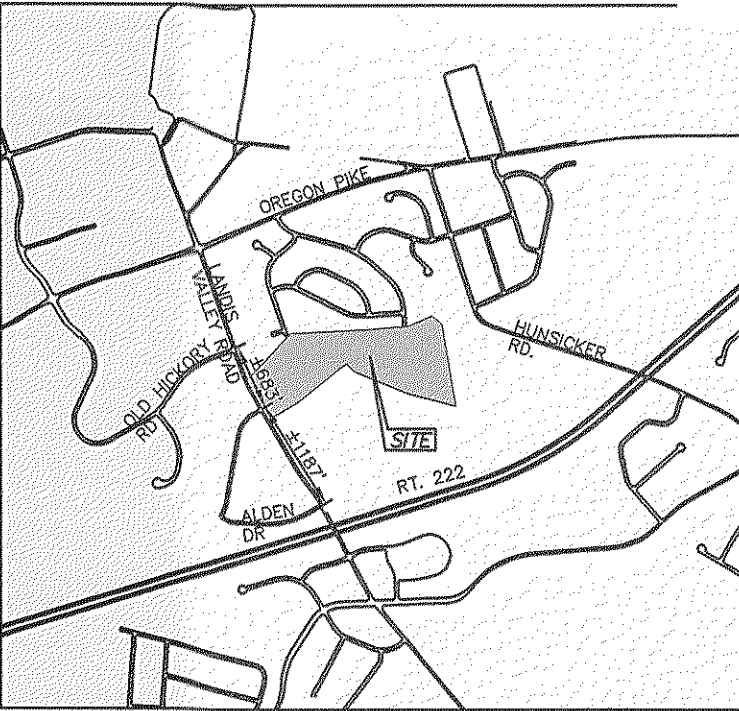
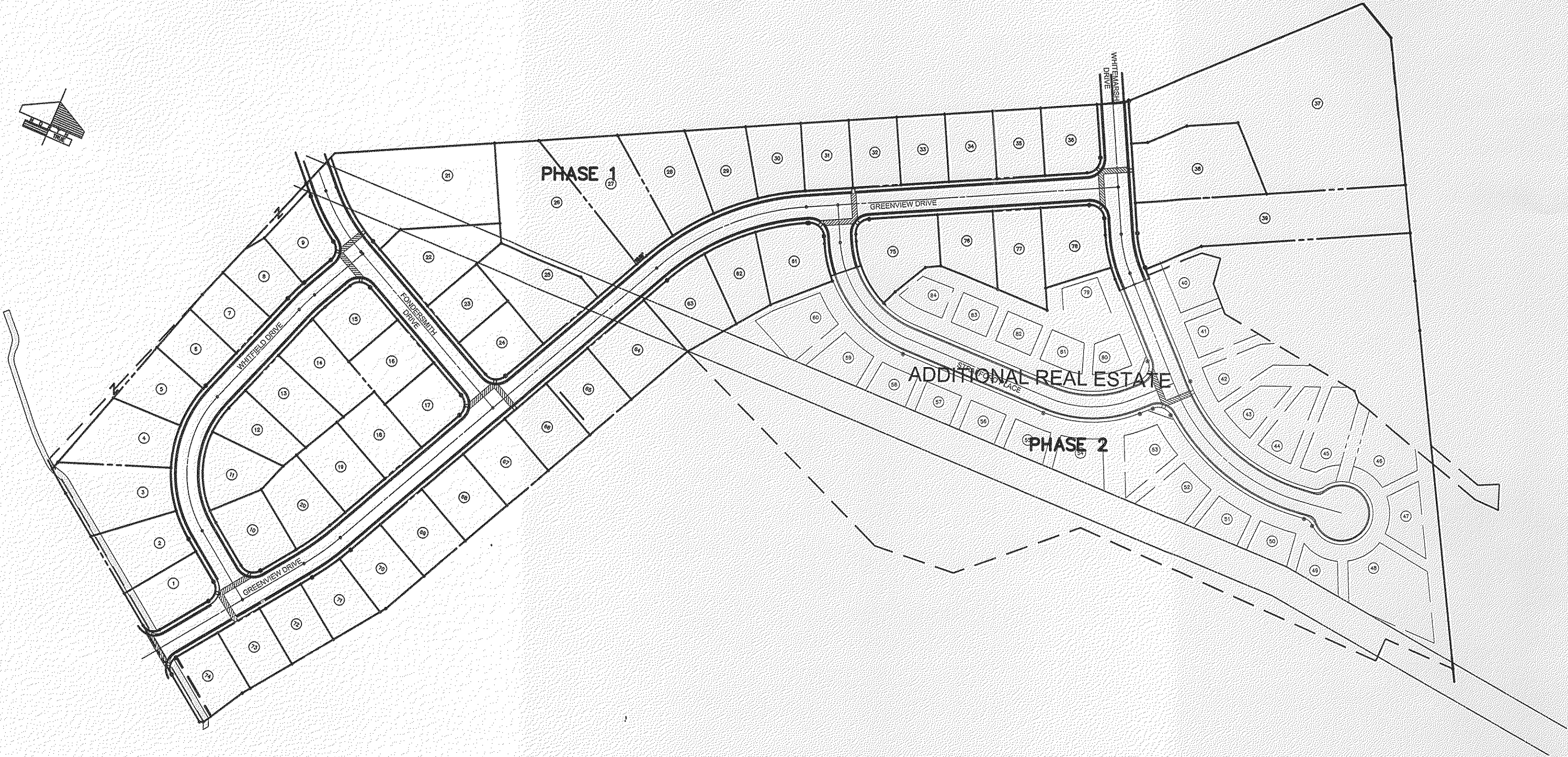
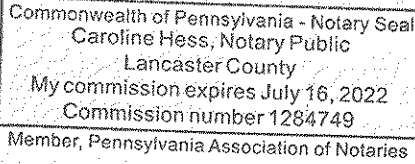
BY: Gerald R. Horst  
PRESIDENT

COMMONWEALTH OF PENNSYLVANIA )  
COUNTY OF LANCASTER ) SS

ON THIS, THE 28<sup>TH</sup> DAY OF JANUARY, 2020, BEFORE ME, THE UNDERSIGNED SUBSCRIBER, A NOTARY PUBLIC FOR THE STATE AND COUNTY AFORESAID, PERSONALLY APPEARED GERALD R. HORST, WHO, BEING SWORN ACCORDING TO LAW, DID DEPOSE AND SAY, BEING AUTHORIZED TO DO SO, THAT GRH-3, LLC, THE DECLARANT OF THE DECLARATION TO WHICH ALL OF THE REAL PROPERTY SHOWN ON THIS PLAT IS SUBJECT AND THAT SAID DECLARANT REQUESTS AND DIRECTS THAT THIS PLAT BE RECORDED AS PART OF THE AFORESAID DECLARATION.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

Caroline Hess  
NOTARY PUBLIC



NO.	DATE	REVISION

MANAGER: ROBERT B. GABRIEL, RLA	CHKD BY: RBC	CHKD BY: RBC	DATE: 1/14/20
DESIGN BY: RBC	DRAWN BY: RBC	SURV. CHIEF: RBC	FIELDBOOK NO.

CLIENT: GRH-3, LLC 120 N. POINTE BLVD. LANCASTER, PA 17601 717-560-9095	SCALE: 1"=100' 0' 50' 100' 200' 300'
--	---

ROBERT GABRIEL & ASSOCIATES, INC. Landscape Architecture Engineering 215 SOUTH BROAD STREET LITITZ, PA. 17543 (717) 627-4885 FAX (717) 627-4886
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TITLE: OVERALL PARCEL FOR SETTLEMENTS EAST A FLEXIBLE PLANNED COMMUNITY PHASE 1 COVER SHEET MANHEIM TOWNSHIP LANCASTER COUNTY, PA
--

SHEET NO. 1 OF 4
JOB. NO. 07143-16

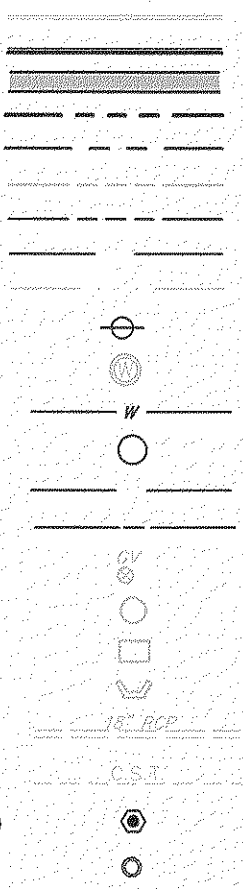


PHASE 1 - EASEMENT LINE DATA					
SEGMENT	RADIUS	LENGTH	TANGENT	CHORD DIRECTION	CHORD LENGTH
ELC-1	400.00	69.62	34.90	N3°58'23"E	69.54
ELC-2	400.00	256.31	132.73	N49°01'56"E	251.99
ELC-3	175.00	225.86	131.28	N16°26'53"W	210.03
ELC-4	300.00	32.86	16.43	N23°15'0"E	33.84
ELC-5	300.00	109.84	55.54	N52°50'29"W	109.22
ELC-6	175.00	45.06	22.65	S33°59'32"E	44.93
ELC-7	200.00	62.57	31.54	S55°54'44"E	62.31
RWC-10	19.00	29.84	19.00	N6°15'42"E	26.87
RWC-11	22.00	34.56	22.00	N62°12'25"W	31.11
RWC-12	200.00	257.44	150.03	N11°29'53"W	240.03
RWC-13	325.00	35.62	17.82	N23°15'0"E	35.58
RWC-14	22.00	31.85	19.49	N14°46'13"W	29.14
RWC-15	325.00	79.89	39.69	N49°18'54"W	79.79
RWC-16	275.00	100.63	50.31	S52°50'28"E	100.12
RWC-17	22.00	34.56	22.00	N7°14'01"E	31.11
RWC-18	425.00	272.33	141.02	N45°01'36"E	267.69
RWC-19	22.00	34.56	22.00	N18°23'00"E	31.11
RWC-20	175.00	54.79	27.40	S33°59'34"E	54.52
RWC-29	22.00	34.56	22.00	N7°15'00"W	31.11
RWC-30	375.00	240.29	124.43	S45°01'36"W	236.20
RWC-31	425.00	73.89	37.06	S3°13'23"W	73.69
RWC-32	19.00	29.85	19.00	S49°13'0"E	26.87
RWC-33	375.00	65.27	32.72	S3°15'23"W	65.19
RWC-34	22.00	34.56	22.00	S61°58'35"W	31.11
RWC-35	150.00	193.08	112.52	N11°29'53"W	180.02
RWC-36	275.00	30.12	15.06	N23°15'0"E	30.11
RWC-37	22.00	34.56	22.00	N7°14'01"E	31.11
RWC-38	22.00	34.56	22.00	S18°19'45"E	31.11
RWC-39	22.00	34.56	22.00	N18°23'00"E	31.11
RWC-40	22.00	34.56	22.01	S7°15'00"E	31.12
RWC-41	225.00	70.39	35.49	S55°54'44"E	70.10
RWC-44	150.00	107.00	55.89	S47°03'0"E	104.74

PHASE 1 - LOT CURVE DATA					
CURVE	RADIUS	LENGTH	TANGENT	DELTA	BEARING
LC-45	19.00	29.84	19.00	90°00'16"	N61°38'24"E
LC-47	200.00	47.87	24.09	13°42'47"	N46°30'02"W
LC-48	709.50	43.71	21.86	9°31'48"	N5°15'52"W
LC-49	200.00	67.80	34.28	19°27'06"	N29°55'09"W
LC-50	709.50	15.00	7.50	1°12'41"	N49°13'36"W
LC-51	200.00	67.80	34.28	19°27'06"	N10°27'59"W
LC-52	200.00	67.80	34.28	19°27'06"	N8°59'07"E
LC-53	200.00	5.88	2.94	1°41'00"	N19°33'0"E
LC-54	325.00	33.63	16.82	5°55'42"	N23°15'1"E
LC-55	325.00	1.97	0.99	0°20'50"	N26°29'47"E
LC-58	150.00	45.30	22.62	1°11'01"	N11°44'33"E
LC-60	275.00	3.69	1.85	0°46'09"	N20°46'45"E
LC-61	275.00	26.43	13.22	9°30'23"	N23°50'1"E
LC-64	425.00	51.89	26.01	7°00'12"	S30°10'16"W
LC-65	425.00	72.39	36.20	9°45'34"	S38°33'0"W
LC-66	425.00	73.86	36.72	9°56'35"	S48°22'15"W
LC-67	425.00	74.32	37.28	10°01'11"	S58°19'07"W
LC-68	375.00	82.40	41.37	12°35'24"	N3°09'18"E
LC-90	200.00	59.80	30.12	17°07'30"	S39°10'55"E
LC-91	375.00	66.41	43.40	13°12'10"	N49°11'32"E
LC-92	375.00	71.49	35.69	10°55'15"	N3°07'49"E
LC-93	425.00	0.41	0.20	0°03'17"	S63°12'1"W
LC-95	150.00	107.00	55.89	40°58'12"	S47°03'0"E
LC-96	225.00	51.42	25.82	13°05'42"	S33°09'51"E
LC-97	225.00	16.96	9.49	4°49'45"	S42°07'35"E
LC-142	425.00	22.10	11.05	2°58'46"	N28°09'35"E
LC-143	425.00	51.89	26.01	6°59'37"	N33°08'46"E
LC-144	19.00	29.85	19.00	90°00'21"	S62°13'0"E
LC-145	150.00	126.74	67.43	49°24'30"	N2°10'59"W
LC-146	375.00	64.39	32.27	9°50'10"	S31°35'20"W
LC-148	22.00	34.56	22.00	90°00'00"	S61°58'35"W
LC-149	150.00	21.04	10.54	8°02'14"	N49°20'18"W
LC-150	375.00	0.89	0.44	0°08'06"	S56°34'32"W

LEGEND

- EXISTING CURB
- PROPOSED CURB
- PROPOSED CONCRETE WALK
- EXISTING RIGHT-OF-WAY LINE
- LOT LINE
- EXISTING EASEMENT LINE
- PROPOSED EASEMENT LINE
- MINIMUM BUILDING SETBACK LINE
- EXISTING STREAM CENTERLINE
- EXISTING UTILITY POLE
- EXISTING WELL
- EXISTING WATER LINE
- EXISTING SANITARY SEWER MANHOLE
- EXISTING SANITARY SEWER LINE
- EXISTING GAS LINE
- EXISTING GAS VALVE
- EXISTING STORM MANHOLE
- EXISTING STORM INLET
- EXISTING STORM HEADWALL/ENDWALL
- EXISTING STORM PIPE
- CLEAR SIGHT TRIANGLE
- CONCRETE MONUMENT (TO BE SET)
- 1/2" IRON PIN (TO BE SET)



PHASE 1 - EASEMENT LINE DATA			PHASE 1 - EASEMENT LINE DATA		
SEGMENT	LENGTH	DIRECTION	SEGMENT	LENGTH	DIRECTION
EL51	33.12	S41°13'58"E	EL61	79.36	N37°45'47"E
EL52	243.19	S30°49'32"W	EL62	109.41	N47°57'50"W
EL53	204.16	S63°25'59"W	EL63	109.47	S47°22'09"E
EL54	129.47	S47°22'09"E	EL64	58.88	N37°45'47"E
EL55	6.29	S27°40'12"E	EL65	104.45	N46°13'10"E
EL56	238.19	N20°13'15"E	EL66	62.09	S45°27'33"W
EL57	357.57	N17°56'20"E	EL67	216.00	S69°43'41"W
EL58	77.64	N32°11'46"W	EL68	200.00	N61°21'39"W
EL59	162.27	N45°13'40"W	EL69	207.83	N69°43'41"E
EL60	243.41	N30°49'32"W	EL70	39.95	N49°27'33"E
EL61	49.57	N31°15'56"W	EL71	20.00	S44°32'27"E
EL62	41.21	N17°05'29"E	EL72	NA	NA
EL63	30.36	S52°40'04"W	EL73	432.70	N20°13'15"E
EL64	89.74	S73°27'33"W	EL74	115.46	S69°15'34"E
EL65	13.12	N44°13'42"E	EL75	6.49	N17°56'20"E
EL66	96.34	N47°37'33"E	EL76	110.04	N89°15'34"E
EL67	16.40	N26°40'12"E	EL77	7.00	S26°40'12"W
EL68	122.52	N63°22'59"E	EL78	105.00	N63°19'49"W
EL69	22.89	N42°37'01"W	EL79	7.00	N26°40'12"E
EL70	40.00	N63°22'59"E	EL80	105.00	S63°19'49"E
EL71	406.92	S40°15'10"W	EL81	219.24	N51°02'21"E
EL72	102.89	S37°45'47"W	EL82	219.24	N51°02'21"E
EL73	412.89	S64°10'24"W			
EL74	20.00	N63°19'49"W			
EL80	41.63	N26°40'12"E			

PHASE 1 - EASEMENT CURVE DATA					
SEGMENT	RADIUS	LENGTH	TANGENT	CHORD DIRECTION	CHORD LENGTH
EC-13	668.50	64.62	32.43	S62°40'11"E	64.79
EC-14	18.00	29.84	19.00	S61°38'24"E	26.87
EC-18	335.00	14.29	7.14	S45°02'20"W	14.29
EC-19	300.00	30.01	15.00	S20°11'32"E	30.00
EC-128	175.00	6.88	3.44	N49°43'59"W	6.88
EC-129	485.00	20.06	10.03	S49°44'59"W	20.06
EC-130	335.00	7.49	3.74	S69°37'03"E	7.49
EC-131	375.00	20.06	10.04	N37°30'11"E	20.07
EC-132	200.00	30.01	15.00	S49°44'59"W	30.00
EC-133	200.00	16.00	8.00	S24°44'56"E	16.00
EC-134	478.50	25.34	12.67	S62°17'40"E	25.34



MANAGER: ROBERT B. GABRIEL, RLA  
DESIGN BY: RBC  
DRAWN BY: RBC  
SURV. CHIEF: 1/14/20  
FIELDBOOK NO.

CLIENT: GRH-3, LLC  
120 N. PONTE BLVD.  
LANCASTER, PA 17601  
717-560-9095  
SCALE: 1"=100'  
0' 50' 100' 200' 300'

ROBERT GABRIEL & ASSOCIATES, INC.  
Landscape Architecture  
Engineering  
215 SOUTH BROAD STREET  
LITITZ, PA. 17543  
(717) 627-4885 FAX (717) 627-4886

TITLE: OVERALL PARCEL FOR SETTLEMENTS EAST A FLEXIBLE PLANNED COMMUNITY PHASE 1 OVERALL PLAN 1  
SHEET NO. 2 OF 4  
JOB NO. 07143-16

NO. DATE REVISION

DATE





MANAGER:	GABRIEL, R.L.A.
DESIGN BY:	RBC
DRAWN BY:	
SURV. CHIEF:	
DATE:	1/14/20
FELDBROOK NO.:	

CLIENT:	GRH-3, LLC
120 N. POINTE BLVD.	
LANCASTER, PA 17601	
717-560-9095	

ROBERT GABRIEL & ASSOCIATES, INC.	
Landscaping Architecture Engineering	
215 SOUTH BROAD STREET	
LITITZ, PA. 17543	
(717) 627-4885	

TITLE	OVERALL PARCEL
FOR	SETTLEMENTS EAST A FLEXIBLE PLANNED COMMUNITY PHASE 1 SUBDIVISION PLAN
SHEET NO.	3 OF 4
JOB NO.	07143-16







COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF STATE  
BUREAU OF CORPORATIONS AND CHARITABLE ORGANIZATIONS  
401 NORTH STREET, ROOM 206  
P.O.BOX 8722  
HARRISBURG, PA 17105-8722  
WWW.CORPORATIONS.PA.GOV

Mateyak, John A  
460 New Holland Avenue, Suite 6205  
Lancaster PA 17602

The Settlements East Homeowners Association, Inc.

THE BUREAU OF CORPORATIONS AND CHARITABLE ORGANIZATIONS IS HAPPY TO SEND YOUR FILED DOCUMENT. THE BUREAU IS HERE TO SERVE YOU AND WE WOULD LIKE TO THANK YOU FOR DOING BUSINESS IN PENNSYLVANIA.

IF YOU HAVE ANY QUESTIONS PERTAINING TO THE BUREAU, PLEASE VISIT OUR WEBSITE AT [www.dos.pa.gov/BusinessCharities](http://www.dos.pa.gov/BusinessCharities) OR YOU MAY CONTACT US BY TELEPHONE AT (717)787-1057. INFORMATION REGARDING BUSINESS AND UCC FILINGS CAN BE FOUND ON OUR SEARCHABLE DATABASE AT [www.corporations.pa.gov/Search/CorpSearch](http://www.corporations.pa.gov/Search/CorpSearch).

ENTITY NUMBER : 6573974

PENNSYLVANIA DEPARTMENT OF STATE  
BUREAU OF CORPORATIONS AND CHARITABLE ORGANIZATIONS

☐ Return document by mail to:  
John A. Matsyak, Esquire  
Name  
480 New Holland Avenue, Suite 6205  
Address  
Lancaster PA 17602  
City State Zip Code  
☒ Return document by email to: davidp@bcgl-law.com

Articles of Incorporation - Nonprofit  
DSCB:15-5306/7102  
(rev. 2/2017)

1 ARTICLE 1001 1002 1003 1004 1005 1006 1007 1008 1009 1010 1011 1012 1013 1014 1015 1016 1017 1018 1019 1020 1021 1022 1023 1024 1025 1026 1027 1028 1029 1030

TFA170627JF1954

Read all instructions prior to completing. This form may be

Fee: \$125

☐ I qualify for a veteran/reservist-owned small business fee exemption (see instructions)

Check one: ☒ Domestic Nonprofit Corporation (§ 5306) ☐ Nonprofit Cooperative Corporation (§ 7102)

In compliance with the requirements of the applicable provisions (relating to articles of incorporation or cooperative corporations generally), the undersigned, desiring to incorporate a nonprofit/nonprofit cooperative corporation, hereby state(s) that:

1. The name of the corporation is:

The Settlements East Homeowners Association, Inc.

2. Complete part (a) or (b) – not both:

(a) The address of this corporation's current registered office in this Commonwealth is:  
(post office box alone is not acceptable)

120 North Pointe Boulevard	Lancaster	PA	17601	Lancaster
Number and Street	City	State	Zip	County

(b) The name of this corporation's commercial registered office provider and the county of venue is:

c/o:

Name of Commercial Registered Office Provider	County
---	--------

3. The corporation is incorporated under the Nonprofit Corporation Law of 1988 for the following purpose or purposes.

\*See attached addendum

4. The corporation does not contemplate pecuniary gain or profit, incidental or otherwise.

5. Check and complete one: ☒ The corporation is organized on a nonstock basis.  
☐ The corporation is organized on a stock share basis and the aggregate number of shares authorized is \_\_\_\_\_

6. For unincorporated association incorporating as a nonprofit corporation only. Check if applicable:  
 \_\_\_\_\_ The incorporators constitute a majority of the members of the committee authorized to incorporate such association by the requisite vote required by the organic law of the association for the amendment of such organic law.

7. For Nonprofit Corporation Only:

Check one: \_\_\_\_\_ The corporation shall have no members.  
☒ The corporation shall have members.

8. For Nonprofit Cooperative Corporation Only:

Check and complete one:

\_\_\_\_\_ The corporation is a cooperative corporation and the common bond of membership among its members is: \_\_\_\_\_  
 \_\_\_\_\_ The corporation is a cooperative corporation and the common bond of membership among its shareholders is: \_\_\_\_\_

9. The name(s) and address(es) of each incorporator(s) is (are) (all incorporators must sign below):

Name(s)

Address(es)

John A. Mateyak, Esquire

480 New Holland Avenue, Suite 6205, Lancaster, PA 17602

10. The specified effective date, if any, is:

\_\_\_\_\_ month \_\_\_\_\_ day \_\_\_\_\_ year \_\_\_\_\_ hour, if any

11. Additional provisions of the articles, if any, attach an 8½ x 11 sheet.

IN TESTIMONY WHEREOF, the incorporator(s) has/have signed these Articles of Incorporation this

27th day of June 2017

  
 Signature

Signature

Signature

**ARTICLES OF INCORPORATION  
ADDENDUM**

**THE SETTLEMENTS EAST HOMEOWNERS ASSOCIATION, INC.**

**Item 3. General Purposes.** The Corporation is a homeowners association. The Corporation was formed and shall be operated exclusively and to promote the general welfare of the residents and owners of any portion of the Subject Property<sup>1</sup>, a residential development located in the Township of Manheim, Lancaster County, Pennsylvania, and the property interests therein and to maintain and care for the Corporation's property. The Corporation shall have and exercise all rights and powers conferred on nonprofit corporations under the laws of the Commonwealth of Pennsylvania, the applicable provisions of the Planned Community Act and/or the Declaration or which may hereafter be conferred including but not limited to the power to acquire, own, lease and/or sell real and/or personal property.

<sup>1</sup>All capitalized terms herein shall have the same meaning as those terms set forth in the Declaration of Covenants, Restrictions and Easements and Establishment of Homeowners Association for The Settlements East, as now or hereinafter amended, hereinafter the "Declaration".

**Additional Provisions.**

11. Every person or entity who is a record owner of any Lot (as the term "Lot" is defined in the Declaration) is entitled to membership and voting rights in the association. Membership is appurtenant to, and inseparable from, ownership of Lot.

12. On dissolution of the Corporation or the winding up of its affairs, the assets of the Corporation shall be distributed exclusively to a governmental entity or other charitable, religious, scientific, public-safety testing, literary, or educational organization that would then qualify under provisions of Section 501 (c)(3) of the Internal Revenue Code.

13. The term for which the Corporation is to exist is: Perpetual.

**BYLAWS**  
**OF**  
**THE SETTLEMENTS EAST HOMEOWNERS ASSOCIATION, INC.**

A Nonprofit Association  
Formed Under the Laws of the Commonwealth of Pennsylvania



**BYLAWS  
OF  
THE SETTLEMENTS EAST HOMEOWNERS  
ASSOCIATION, INC.**

**ARTICLE I  
NAME AND ORGANIZATION**

The name of the corporation shall be THE SETTLEMENTS EAST HOMEOWNERS ASSOCIATION, INC. ("Association"). The Association is formed pursuant to the provisions of the Nonprofit Corporation Law of 1988, Act of December 21, 1988, P.L. 1444, and as now or hereafter amended ("Nonprofit Corporation Law"). The Association is organized on a non-stock basis.

**ARTICLE II  
REGISTERED OFFICE AND PLACE OF BUSINESS**

The registered office and the principal place of business of the Association shall be 120 North Pointe Boulevard, Lancaster, PA 17601. The Association may have such other places of business as the Executive Board may from time to time decide.

**ARTICLE III  
SEAL**

The corporate seal of the Association shall have inscribed thereon the name of the Association, the year of its organization and the words "Corporate Seal, Pennsylvania.

**ARTICLE IV  
PURPOSES, LIMITATIONS**

1. General Purposes. The Association is formed, and shall be operated exclusively to promote the general welfare of the residents and owners of any portion of the Subject Property, a mixed use development located in Manheim Township, Lancaster County, Pennsylvania, and the property interests therein, and to maintain and care for the Associations property. The Association shall have, and exercise, all rights and powers conferred on nonprofit corporations and planned community associations under the laws of the Commonwealth of Pennsylvania, or which may hereafter be conferred, including but not limited to, the power to acquire, own, lease and/or sell real and/or personal property.

In amplification of the purposes for which the Association has been formed as set forth in the Articles of Incorporation, the purposes and objects are as follows:

(a) To promote the collective and individual property and civic interests and rights of all members who own property within the Subject Property ("Development").

(b) To care for the improvements and maintenance of the easements, open space, grass plots, parking areas, common areas, and any facilities of any kind dedicated to the

community use and other open spaces and other features of the Development which now exist or which may hereafter be installed or constructed therein, including roadways to the extent not accepted for dedication by Manheim Township.

(c) To maintain those improvements within the Subject Property which are identified as the Association's responsibility under the Declaration.

(d) At the Executive Board's election, to maintain those improvements upon individual units which are the responsibility of the Unit Owner as set forth in the Declaration, to the extent not performed by the Unit Owner.

(e) To cooperate with the Owners of all Units that exist, or that hereafter shall exist in the Development, in keeping them in good order and condition and in preventing them from becoming nuisances and detriments to the beauty of the Development and to the value of the improved property therein.

(f) To aid and cooperate with the members of this Association in the enforcement of such conditions, covenants, and restrictions on and appurtenant to their property as are now in existence, as well as any other conditions, covenants, and restrictions as shall hereafter apply, and to counsel with the Supervisors of Manheim Township, Lancaster County, Pennsylvania.

(g) In general, but in connection with the foregoing, to do any and all things necessary to promote the general welfare of the residents and Owners of any portions of the Development and their property interests therein.

(h) To acquire, own, or lease such real and personal property as may be necessary or convenient for the transaction of its business and the fulfillment of its purposes and objects, and to exercise all rights, powers, and privileges of ownership to the same extent as natural persons might or could do.

(i) To exercise any and all powers granted to a homeowners association under the Planned Community Act (68 Pa. C.S.A. §5101 et seq.) or any amendment thereto.

(j) To exercise any and all powers that may be delegated to it from time to time by the members.

(k) This Association shall not engage in political activity or pursue political purposes of any kind or character.

(l) In general, to carry out and perform all of the obligations and powers of the Association under the Declaration of Covenants, Restrictions, Easements and Establishment of Homeowners Association for the Lime Spring Site Association ("Declaration").

2. No Private Inurement. No part of the net earnings of the Association shall inure, directly or indirectly, to the benefit of any private person or individual; and no Executive Board Member, officer or employee of the Association shall receive any pecuniary benefit of any kind except reasonable compensation for services actually rendered to the

Association in effecting its purposes. No substantial part of the activities of the Association shall consist of carrying on propaganda or otherwise attempting to influence legislation; nor shall the Association participate in, or intervene in (including the publishing or distributing of statements), any political campaign on behalf of any candidate for public office.

## ARTICLE V MEMBERS

Membership in the Association shall be as set forth in the Declaration. A copy of the Declaration and all amendments shall remain on file in the offices of the Association.

## ARTICLE VI MEETINGS OF MEMBERS

1. Annual Meeting. An annual meeting of the members for the purpose of hearing reports from all officers and standing committees and for electing Executive Board Members shall be held in Lancaster County, Pennsylvania in September of each year, beginning with the year 2020. The time and place shall be fixed by the Executive Board.

2. Special Meetings. A special meeting of the members may be called by the Executive Board. A special meeting of the members must be called within sixty (60) days by the president, or the Executive Board, if requested by two (2) Executive Board Members or by members entitled to cast not less than thirty percent (30%) of all votes.

3. Notice of Meetings. Written notice stating the place and hour of any meeting of members shall be delivered personally, or by United States mail, or by facsimile, or by email to each member entitled to vote at such meeting or any other form of notice permitted by law not less than ten (10) nor more than sixty (60) days before the date of such meeting. The date of notice, if such notice is mailed, shall be the date such notice is deposited in the United States mail.

4. Quorum

a. Regular Meeting. The members holding at least 20% of the votes that may be cast at any meeting shall constitute a quorum at any meeting of the members. In the absence of a quorum, the rules for establishment of a quorum at a subsequent meeting shall be as set forth in the Declaration.

b. Meeting for the purposes of taking any action authorized under Section 5.5 of the Declaration. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of all of the votes of the Owners of Units subject to the special assessment(s) shall constitute a quorum. If the required quorum is not present, another meeting may be called for a date not later than sixty (60) days following the preceding meeting, subject to the same notice requirement, and the required quorum at such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting.

5. Proxies. At any meeting of the members, a member entitled to vote may vote

by proxy executed in writing by the member. No proxy shall be valid after twelve (12) months from the date of its execution, unless otherwise provided in the proxy.

## ARTICLE VII EXECUTIVE BOARD

1. General Powers. Except as required by the Declaration or by these Bylaws or by law, the business and affairs of the Association shall be managed by the Executive Board.

2. Number, Tenure and Qualifications. The number of Executive Board Members shall initially consist of three (3) Members, which number may increase in increments of two (2), as the Executive Board shall from time to time determine. The term of office of each of these Executive Board Members shall be for a term of two (2) years (the initial term of office of these Executive Board Members shall be staggered so that the term of one Executive Board Member will expire after one year the term of the remaining two (2) Executive Board Members will expire after two (2) years) and until each person's successor shall be chosen and shall qualify. The initial terms of any new Executive Board Members, as caused by an increase in the number of Executive Board Members, shall be staggered so that the term of one (1) Executive Board Member is one (1) year and the term of the other Executive Board Member is two (2) years.

3. Election. Executive Board Members shall be appointed by the affirmative vote of a majority of the Members, provided that the initial Executive Board shall be those persons named in the initial minutes of the Incorporator of the Association.

4. Regular Meetings. The Executive Board shall meet regularly, at least quarterly, at a time and place it shall select for the purpose of transacting such business and matters as may come before the Executive Board.

5. Special Meetings. A special meeting of the Executive Board may be called by or at the request of the president or of any two (2) Executive Board Members.

6. Notices. Notice of any special meeting of the Executive Board shall be given at least ten (10) days prior thereto, by written notice delivered personally, or sent by United States mail, or facsimile, or e-mail or any other form of notice permitted by law to each Executive Board Member. The date of notice if such notice is mailed shall be the date such notice is deposited in the United States mail, transmitted or otherwise sent to the Executive Board Member. Any Executive Board Member may waive notice of any meeting. Any Executive Board Member who attends any meeting (except for the sole purpose of objecting to the lack of notice of said meeting) shall be deemed to have waived notice thereof.

7. Quorum. Except as otherwise required by the Declaration, by these By-Laws or by law, a majority of the Executive Board shall constitute a quorum for the transaction of business at any meeting of the Board, but if less than a majority of the Executive Board Members are present at said meeting, a majority of the Executive Board Members present may adjourn the meeting from time to time, and without further notice.

8. Manner of Acting. The act of a majority of the Executive Board Members present at a meeting at which a quorum is present shall be the act of the Executive Board, unless the act of a greater number is required by law or by these bylaws or by the Declaration. Any action which may be taken at a meeting of the Executive Board Members may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Executive Board Members and shall be filed with the Secretary of the Association.

9. Telephone Conferences. One or more Executive Board Members may attend and participate in a meeting of the Executive Board or a committee of the Executive Board by means of telephone conference or similar communications equipment by means of which all persons participating in the meeting can hear each other.

10. Vacancies. Any vacancy occurring in the Executive Board, and any Executive Board Membership to be filled by reason of the increase in the number of Executive Board Members, shall be filled by election by the Executive Board. An Executive Board Member elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office.

11. No Compensation. An Executive Board Member shall not receive any salary or compensation for services as an Executive Board Member of the Association. Nothing herein contained shall be construed to preclude any Executive Board Member from serving the Association in any other capacity and receiving compensation for services rendered to the Association in such other capacity.

## ARTICLE VIII OFFICERS

1. Officers. The officers of the Association shall be a President, a Vice-President, a Secretary, a Treasurer and such other officers as may be appointed by the Executive Board. The duties, powers and discretion of officers of the Association shall be as set forth in these Bylaws and as shall from time to time be designated by the Executive Board. Any number of offices may be held by the same person.

2. Qualifications and Method of Election. All officers of the Association shall be natural persons of full age. For purposes of these Bylaws, a person of "full age" shall mean a person who has attained eighteen (18) years of age. The officers shall be elected by the Executive Board, and shall serve for a term of one (1) year and until their successors shall be elected and shall qualify.

3. President. The President shall preside at all meetings of the members and of the Executive Board at which he or she is present, shall exercise general supervision of the affairs and activities of the Association, and shall see that all orders and resolutions of the Executive Board are carried into effect, subject however, to the right of the Executive Board Members to delegate any specific powers. He or she shall execute, on behalf of the Association, all documents under the seal of the Association. He or she shall serve as an ex-officio member of all standing committees and shall have the general powers and duties of supervision and management usually vested in the office of the President of the Association.

4. Vice-President. The Vice-President shall assume the duties of the President

during his or her absence.

5. Secretary. The Secretary shall attend all meetings of the Executive Board and shall act as clerk thereof, and shall record all the votes of the Executive Board Members, and shall keep the minutes of all of the meetings of the Association, and of the Executive Board, which shall be an accurate and official record of all business transacted. The Secretary shall give, or cause to be given, notice of all meetings of the Executive Board and shall perform such other duties as may be prescribed by the Executive Board. The Secretary shall be custodian of all the Associations records.

6. Treasurer. The Treasurer shall receive all the Association's funds, keep them in a bank approved by the Executive Board, and pay out funds only on notice signed by the Treasurer and by one (1) other officer. The Treasurer shall keep full and accurate accounts of receipts and disbursements of the Association in books belonging to the Association and shall render to the President and Executive Board Members, at the regular meeting of the Executive Board, or whenever they may require it, an account of all the transactions as treasurer and of the financial condition of the Association. The Treasurer shall be an ex-officio member of the finance committee if established by the Executive Board.

7. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification, or otherwise, may be filled by any member of the Executive Board for the unexpired portion of the term.

#### ARTICLE IX FEES, DUES, AND ASSESSMENTS; SPECIAL PROVISIONS RELATING TO CERTAIN ACTIONS

1. Fees, dues and assessments shall be established by the Executive Board Members or the members as set forth in the Declaration.

2. Notwithstanding any other provisions of the Articles of Incorporation or these By-Laws the following actions are subject to the following provisions:

(a) any transfer, sale, conveyance or mortgage of any Common Area shall not be effective unless such transfer, sale, conveyance or mortgage is (i) effected by the Declarant (as defined in the Declaration) or (ii) approved by (A) a majority of Executive Board Members then in office and (B) Owners who own at least 2/3 of the Units and Votes; and

(b) so long as the Declarant owns a Unit the following actions will require the prior approval of the Declarant: annexation of additional properties beyond those contemplated by the Declaration; mergers and consolidations; mortgaging of Common Area; dedication of Common Area; amendment of the Declaration; dissolution of the Association; amendment of the Articles of Incorporation; and amendment of the By-Laws.

#### ARTICLE X EXECUTIVE BOARD MEMBER LIABILITY

1. Executive Board Member's Personal Liability. An Executive Board Member of the Association shall not be personally liable for monetary damages for any action taken, or

any failure to take any action, except to the extent that exemption from liability for monetary damages is not permitted under the laws of the Commonwealth of Pennsylvania as now or hereafter in effect.

2. Modification or Repeal. Any modification or repeal of this Article shall not have any effect upon the liability of an Executive Board Member relating to any action taken, any failure to take any action, or events which occurred prior to the effective date of such modification or repeal. The rights conferred by this Article shall continue as to any person who has ceased to be an Executive Board Member of the Association and shall inure to the benefit of such person's successors and assigns.

## ARTICLE XI INDEMNIFICATION

1. Indemnification. The Association shall indemnify to the fullest extent, now or hereafter permitted by law, any person who was, or is made a party to, or a witness in, or is threatened to be made a party to or a witness in, any threatened, pending or completed action, suit or proceeding, by reason of the fact that such person is or was an Executive Board Member or Officer of the Association, against all expenses (including attorneys' fees and disbursements), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding provided that the Executive Board determines that the person seeking indemnification acted in good faith and in a manner such person reasonably believed to be in, or not opposed to, the best interests of the Association.

2. Successful Defense. Notwithstanding any other provision of this Article XI, to the extent that a person has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in paragraph 1 of this Article XI, or in defense of any claim, issue or matter therein, such person shall be indemnified by the Association against all expenses (including attorneys' fees and disbursements) actually and reasonably incurred by such person in connection therewith.

3. Preservation of Rights. The rights of indemnification provided by this Article, shall continue as to any person who has ceased to be an Executive Board Member or officer of the Association and shall inure to the benefit of the heirs, executors and administrators of such person. Any modification or repeal of this Article shall not have any effect upon the indemnification rights of any person as they relate to any action taken, any failure to take action, or events which occurred prior to the effective date of such modification or repeal.

4. Permissive Indemnification and Advancement of Expenses. The Association may, as determined by the Executive Board from time to time, and in addition to, any indemnity provided under these Bylaws or otherwise, indemnify to the fullest extent now or hereafter permitted by law, any person who was, or is a party to, or a witness in, or is threatened to be made a party to or a witness in, or is otherwise involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that such person is or was an authorized representative of the Association, against all expenses (including attorney's fees and disbursements), judgments,

finances (including excise taxes and penalties), and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding. The Association may, as determined by the Executive Board from time to time, pay expenses incurred by any such person by reason of such person's participation in an action, suit or proceeding referred to in this paragraph 4 in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such person to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified by the Association.

5. Scope of Indemnification. Indemnification under this Article is provided pursuant to the Nonprofit Corporate Law, and this Article is intended to provide indemnification in accordance therewith whether the Association would have the power to so indemnify under any other provisions of other law and whether the indemnified liability arises or arose from any threatened pending or completed action by, or in the right of, the Association. It is intended that the Association shall indemnify each authorized representative to the maximum extent permitted by law. Consistent with such intent, this Article shall be interpreted as creating an irrevocable contractual obligation of the Association, which shall be for the benefit of each authorized representative, to indemnify each authorized representative to the maximum extent permitted by law. Indemnification under this Article shall not be made by the Association in any case where indemnification for the alleged act or failure to act giving rise to the claim for indemnification is expressly prohibited by law.

6. Insurance; Funding to Meet Indemnification Obligations. The Association shall have the power to purchase and maintain insurance on behalf of any authorized representative of the Association against any liability asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the Association would have the power to indemnify such person against such liability. The Executive Board shall have the power to borrow money on behalf of the Association, including the power to pledge the assets of the Association, from time to time to discharge the Association's obligations with respect to indemnification, the advancement and reimbursement of expenses, and the purchase and maintenance of insurance on behalf of each authorized representative.

7. Miscellaneous. Each authorized representative of the Association shall be deemed to act in such capacity in reliance upon such rights of indemnification and advancement of expenses as are provided in this Article. The rights of indemnification and advancement of expenses provided by this Article shall not be deemed exclusive of any other rights to which any person seeking indemnification or advancement of expenses may be entitled under any agreement, vote of disinterested Executive Board Members, statute or otherwise, both as to action in such person's official capacity and as to action in another capacity while holding such office or position, and shall continue as to a person who has ceased to be an authorized representative of the Association and shall inure to the benefit of the heirs, executors and administrators of such person. Any repeal or modification of this article by the Executive Board of the Association shall not adversely affect any right or protection existing at the time of such repeal or modification to which any person may be entitled under this Article.

8. Definition of Authorized Representative. For the purposes of this Article, the



term "authorized representative" shall mean an Executive Board Member, officer, employee or agent of the Association or of any subsidiary of the Association, or a trustee, custodian, administrator, committeeman or fiduciary of any employee benefit plan established and maintained by the Association or by any subsidiary of the Association, or a person serving another corporation, partnership, joint venture, trust or other enterprise in any of the foregoing capacities at the request of the Association.

## ARTICLE XII MISCELLANEOUS

1. Fiscal Year. The fiscal year of the Association shall be the calendar year.
2. Advisors. The Association shall be authorized to retain and pay for the services of accountants, attorneys, investment counselors and all other advisors as the Executive Board shall deem necessary or appropriate for the business of the Association.

## ARTICLE XIII MEDIATION OF DISPUTES AND ARBITRATION

1. Voluntary Submission of Disputes to Alternative Dispute Resolution. Upon the agreement of all parties, any dispute(s) between or among either (a) two or more unit owners; or (b) one or more unit owner(s) and the Association ("Claims") may be submitted to any one or more of the alternative dispute resolution procedures set forth below (meeting, mediation or arbitration). Nothing herein shall be deemed to require any party to submit a dispute to alternative dispute resolution.
2. Notice. Any person or entity with a Claim (the "Claimant") shall notify the adverse party or parties (collectively, the "Adverse Party") in writing of the claim, which writing shall describe the nature of the claim, the proposed remedy, and a request to submit the Claim to alternative dispute resolution (the "Claim Notice").
3. Meeting, Right to Inspect and Right to Corrective Action. If the parties are agreeable to submit the Claim to alternative dispute resolution, within a reasonable period after receipt by the Adverse Party of the Claim Notice, which period shall not exceed sixty days, the Adverse Party and the Claimant shall meet at a mutually acceptable place within the Planned Community to discuss the claim. At such meeting or at such other mutually agreeable time, the Adverse Party and its representative shall have full access to the portion of the Planned Community that is subject to the claim for the purposes of inspection thereof. The parties shall negotiate in good faith in an attempt to resolve the Claim. If the Adverse Party elects to take any corrective action to which the Claimant has consented, the Adverse Party and its representatives and agents shall be provided full access to the portion of the Planned Community to take and complete such corrective action.
4. Non-Binding Mediation. If the parties cannot fully resolve the Claim pursuant to the procedures described in Section 3 above, the parties may agree to submit the Claim to non-binding mediation pursuant to the mediation procedures adopted by the American Arbitration or any successor thereto or to any other entity offering mediation services that is

acceptable to the parties. The parties shall select the mediator within 15 days of their agreement to mediate. The mediator has discretion to conduct the mediation in the manner in which the mediator believes is most appropriate for reaching a settlement of the dispute. There shall be no stenographic record of the mediation process.

5. Binding Arbitration. If the parties cannot fully resolve the Claim pursuant to the procedures described in Sections 3 and/or 4 above, the parties may agree to submit the Claim to binding arbitration pursuant to the provisions of this Section 5. The arbitration shall be conducted as set forth hereafter, unless the parties otherwise agree in writing.

a. Selection of Arbitrators. Within fifteen (15) days after the agreement to arbitrate, the parties shall endeavor to select an arbitrator. In the event that the parties shall fail to agree upon an arbitrator within such fifteen-day period, the arbitrator shall be selected by the local chapter of the American Arbitration Association or its successor.

b. Applicable Rules. The dispute which is the subject of the notice to arbitrate shall be determined by arbitration in Lancaster County in accordance with the Commercial Arbitration Rules of the American Arbitration Association and its Expedited Procedures then in effect. Any issue as to the applicability of any statute of limitations or other defense relating to the timeliness of the assertion of any claim or any other matter relating to the Claim, shall be decided by the arbitrator.

c. Relief. The arbitrator shall have the authority to order or award any provisional remedy or other remedy or relief which would be available from a court of law pending arbitration of the dispute, including but not limited to interim orders or awards.

6. General.

a. Attorneys Fee and Similar Costs. In any dispute subject to alternative dispute resolution, each party shall bear its own attorneys' fees, witness fees and other costs.

b. Cost of Mediation and/or Arbitration. Except as provided in Section 6.b., the costs and fees of the alternative dispute resolution process, including but not limited to the fees of the mediator and/or arbitrators, shall be shared equally by the parties to the dispute.

c. Non-Admissibility. Any and all communications by and between the parties, whether written or oral, which are delivered by the parties or their attorneys or other representatives in an effort to settle an Claim and all information exchanged as part of any alternative dispute resolution proceedings under this Article 10 (including but not limited to any testimony, documents or other evidence) shall not be admissible for any purpose in any further action or proceeding, including arbitration hereunder.

d. Non-Waiver. Nothing in this Article XIII shall be considered to reduce or extend any applicable statute of limitations or statute of repose. Further, nothing herein shall be construed to affect or impair the right of a unit owner, the declarant or the association to pursue a private cause of action or seek other relief.

#### ARTICLE XIV AMENDMENTS

These Bylaws may be amended by (1) the affirmative vote of the majority of all members entitled to vote except that the Articles of Incorporation of the Association shall not be amended without the affirmative vote of two thirds (2/3) of the Executive Board Members then in office and (2) the affirmative vote of two thirds (2/3) of the members entitled to vote, provided, however, that so long as Declarant owns a Unit, the Declarant's express written consent to such amendment shall be required.

# SETTLEMENTS EAST HOMEOWNER ASSOCIATION 2020 BUDGET

**Yearly Association Fee - \$300.00**

<b>Income</b>	<b>TOTAL</b>
Yearly Fee <sup>1</sup>	\$3,600.00
Operating Initiation Fees <sup>2</sup>	\$3,000.00
Capital Initiation Fees <sup>3</sup>	\$3,000.00
Declarant contribution <sup>4</sup>	\$1,000.00
	<b>\$10,600.00</b>

<b>Expenses</b>	<b>TOTAL</b>
Insurance <sup>5</sup>	\$1,000.00
Service	\$175.00
Storm Water Maint.	\$0.00
Management Fee	\$4,080.00
Professional Fees	\$500.00
General Expense	\$300.00
Accounting	\$420.00
Capital Reserve <sup>6</sup>	\$3,000.00
<b>TOTAL</b>	<b>\$9,475.00</b>

**OPER. BAL. :** **1,125**

<b>BEGINNING CASH BALANCES</b>	<b>ENDING CASH BALANCE</b>
OPERATING - \$0.00	OPERATING BALANCE - \$ 1,825.00
CAPITAL - \$0.00	CAPITAL - \$3,000.00

1. Based on 12 homes settling in 2020 with annual fees of \$300.00 per unit.

2. Based on 12 home settling in 2020 paying \$250.00.

3. Based on 12 home settling in 2020 paying \$250.00.

4. If there is a shortfall in revenue, Declarant may, but shall not be obligated to. Advance funds to cover short fall

The advance may take the form of pre-paid assessments, loans or other forms as determined by the declarant

5. This insurance is for the benefit of the Association only.

All Lot Owners shall maintain fire and casualty insurance on their respective Lot and the Dwelling located thereon

6. No inflation factor has been utilized and reserve accounts are based on current estimated replacement costs, without the benefit of a capital reserve study. Declarant does not warrant or guarantee the reserves set forth in the budget will be sufficient. It was assumed that future construction costs and inflation will both increase in some. equivalency to even out over time. The reserve budgets should be reviewed every three years to ensure adequate funds are being reserved.

Prepared for Declarant by: Sowers Realty Services, 2961 Spangler Rd., Manheim, PA 17545

# SETTLEMENTS EAST HOMEOWNER ASSOCIATION COMPLETED PROJECT

**Yearly Association Fee - \$300.00**

**Number of Projected Units - 84**

<b>Income</b>	<b>TOTAL</b>	
Yearly Fee <sup>1</sup>	\$25,200.00	
Operating Initiation Fees	\$0.00	
Capital Initiation Fees	\$0.00	
	<b>\$25,200.00</b>	
<b>Expenses</b>	<b>TOTAL</b>	<b>Per unit per month</b>
Insurance <sup>2</sup>	\$1,000.00	\$0.99
Service	\$2,000.00	\$1.98
Storm Water Maint.	\$8,000.00	\$7.95
Management Fee	\$8,064.00	\$8.00
Professional Fees	\$2,000.00	\$1.98
General Expense	\$636.00	\$0.63
Capital Reserve <sup>3</sup>	\$3,500.00	\$3.47
<b>TOTAL</b>	<b>\$25,200.00</b>	<b>\$25.00</b>

**OPER. BAL. : 0**

1. Based on 84 units with annual fees of \$300.00 per unit. Currently, the Association and Community are comprised of 57 units. Declarant has reserved the right to create a maximum of 43 units within additional real estate incorporated into the Community; however, current preliminary plans for the additional real estate depict an additional 27 units with that area. This budget provides projections based upon those preliminary plans and the assumption that all additional real estate is incorporated into the Community. PLEASE NOTE THAT DECLARANT IS NOT UNDER ANY OBLIGATION TO DEVELOP THE ADDITIONAL REAL ESTATE IN ACCORDANCE WITH THE PRELIMINARY PLANS OR TO INCORPORATE ALL OR ANY PORTION OF THE ADDITIONAL REAL ESTATE INTO THE COMMUNITY. THE SECOND BUDGET COLUMN IS PROVIDED AS AN EXAMPLE ONLY AND SHALL NOT BE CONSTRUED TO CREATE ANY OBLIGATION ON BEHALF OF DECLARANT.

2. This insurance is for the benefit of the Association only.

All Lot Owners shall maintain fire and casualty insurance on their respective Lot and the Dwelling located thereon

3. No inflation factor has been utilized and reserve accounts are based on current estimated replacement costs, without the benefit of a capital reserve study. Declarant does not warrant or guarantee the reserves set forth in the budget will be sufficient. It was assumed that future construction costs and inflation will both increase in some equivalency to even out over time. The reserve budgets should be reviewed every three years to ensure adequate funds are being reserved.

**STANDARD AGREEMENT FOR THE SALE OF NEW CONSTRUCTION****ASNC**

This form recommended and approved for, but not restricted to use by, the members of the Pennsylvania Association of REALTORS® (PAR).

**PARTIES****BUYER(S):** \_\_\_\_\_**SELLER(S):** \_\_\_\_\_**BUYER'S MAILING ADDRESS:** \_\_\_\_\_**SELLER'S MAILING ADDRESS:** \_\_\_\_\_**PROPERTY**

Subdivision, Phase, Model: \_\_\_\_\_

Property Address (including postal city) \_\_\_\_\_ ZIP \_\_\_\_\_,

in the municipality of \_\_\_\_\_, County of \_\_\_\_\_,

in the School District of \_\_\_\_\_, in the Commonwealth of Pennsylvania.

Tax ID #(s) \_\_\_\_\_ and/or

Identification (e.g. Parcel #; Lot, Block; Deed Book, Page, Recording Date): \_\_\_\_\_

**BUYER'S RELATIONSHIP WITH PA LICENSED BROKER**☐ **No Business Relationship (Buyer is not represented by a broker)**

Broker (Company) \_\_\_\_\_

Company License # \_\_\_\_\_

Company Address \_\_\_\_\_

Company Phone \_\_\_\_\_

Company Fax \_\_\_\_\_

Broker is (check only one):

☐ Buyer Agent (Broker represents Buyer only)☐ Dual Agent (See Dual and/or Designated Agent box below)

Licensee(s) (Name) \_\_\_\_\_

State License # \_\_\_\_\_

Direct Phone(s) \_\_\_\_\_

Cell Phone(s) \_\_\_\_\_

Email \_\_\_\_\_

Licensee(s) is (check only one):

☐ Buyer Agent (all company licensees represent Buyer)☐ Buyer Agent with Designated Agency (only Licensee(s) named above represent Buyer)☐ Dual Agent (See Dual and/or Designated Agent box below)☐ Transaction Licensee (Broker and Licensee(s) provide real estate services but do not represent Buyer)**SELLER'S RELATIONSHIP WITH PA LICENSED BROKER**☐ **No Business Relationship (Seller is not represented by a broker)**

Broker (Company) \_\_\_\_\_

Company License # \_\_\_\_\_

Company Address \_\_\_\_\_

Company Phone \_\_\_\_\_

Company Fax \_\_\_\_\_

Broker is (check only one):

☐ Seller Agent (Broker represents Seller only)☐ Dual Agent (See Dual and/or Designated Agent box below)

Licensee(s) (Name) \_\_\_\_\_

State License # \_\_\_\_\_

Direct Phone(s) \_\_\_\_\_

Cell Phone(s) \_\_\_\_\_

Email \_\_\_\_\_

Licensee(s) is (check only one):

☐ Seller Agent (all company licensees represent Seller)☐ Seller Agent with Designated Agency (only Licensee(s) named above represent Seller)☐ Dual Agent (See Dual and/or Designated Agent box below)☐ Transaction Licensee (Broker and Licensee(s) provide real estate services but do not represent Seller)**DUAL AND/OR DESIGNATED AGENCY**

A Broker is a Dual Agent when a Broker represents both Buyer and Seller in the same transaction. A Licensee is a Dual Agent when a Licensee represents Buyer and Seller in the same transaction. All of Broker's licensees are also Dual Agents UNLESS there are separate Designated Agents for Buyer and Seller. If the same Licensee is designated for Buyer and Seller, the Licensee is a Dual Agent.

By signing this Agreement, Buyer and Seller each acknowledge having been previously informed of, and consented to, dual agency, if applicable.

Buyer Initials: \_\_\_\_\_

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Seller Initials: \_\_\_\_\_



Pennsylvania Association of Realtors®

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 rev.1/18; rel.4/18

1. **By this Agreement, dated** \_\_\_\_\_,

Seller hereby agrees to sell and convey to Buyer, who agrees to purchase Property lot of piece of ground ( ☐ check here if lot is not being conveyed) with buildings and improvements to be erected thereon.

2. **PURCHASE PRICE AND DEPOSITS (9-15)**

(A) Purchase Price \$ \_\_\_\_\_  
( \_\_\_\_\_ U.S. Dollars), to be accounted for as follows:

- |   |          |
|---|----------|
| 1. Base Price   | \$ _____ |
| 2. Lot Premium, if any                                      | \$ _____ |
| 3. Total Options/Extras/Alterations (see attached addendum) | \$ _____ |

(B) Purchase Price will be paid by Buyer to Seller as follows:

- |   |          |
|---|----------|
| 1. Initial deposit, within _____ days (5 if not specified) of Execution Date, if not included with this Agreement:        | \$ _____ |
| 2. Additional Deposit within _____ days of the Execution Date of this Agreement:  | \$ _____ |
| 3. Non-refundable deposit (for pre-paid extras, options, alterations, etc.) payable directly to seller on or before _____ | \$ _____ |
| 4. _____  | \$ _____ |
| 5. _____  | \$ _____ |
| 6. _____  | \$ _____ |

Remaining balance will be paid at settlement.

(C) All funds paid by Buyer, including deposits, will be paid by check, cashier's check or wired funds. All funds paid by Buyer within 30 DAYS of settlement, including funds paid at settlement, will be by cashier's check or wired funds, but not by personal check.

(D) Deposits, regardless of the form of payment and the person designated as payee, will be paid in U.S. Dollars to Broker for Seller (unless otherwise stated here: \_\_\_\_\_), who will retain deposits in an escrow account in conformity with all applicable laws and regulations until consummation or termination of this Agreement. Only real estate brokers are required to hold deposits in accordance with the rules and regulations of the State Real Estate Commission. Checks tendered as deposit monies may be held uncashed pending the execution of this Agreement.

3. **SELLER ASSIST (If Applicable) (2-12)**

Seller will pay \$ \_\_\_\_\_ or \_\_\_\_\_ % of Purchase Price (0 if not specified) toward Buyer's costs, as permitted by the mortgage lender, if any. Seller is only obligated to pay up to the amount or percentage which is approved by mortgage lender.

4. **SETTLEMENT AND POSSESSION (9-15)**

(A) Settlement Date is \_\_\_\_\_, or before if Buyer and Seller agree.

(B) Settlement will occur in the county where the Property is located or in an adjacent county, during normal business hours, unless Buyer and Seller agree otherwise.

(C) At time of settlement, the following will be pro-rated on a daily basis between Buyer and Seller, reimbursing where applicable: current taxes; condominium fees and homeowner association fees; water and/or sewer fees, together with any other lienable municipal service fees. All charges will be pro-rated for the period(s) covered. Seller will pay up to and including the date of settlement and Buyer will pay for all days following settlement, unless otherwise stated here: \_\_\_\_\_

(D) For purposes of prorating real estate taxes, the "periods covered" are as follows:

1. Municipal tax bills for all counties and municipalities in Pennsylvania are for the period from January 1 to December 31.
  2. School tax bills for the Philadelphia, Pittsburgh and Scranton School Districts are for the period from January 1 to December 31.
- School tax bills for all other school districts are for the period from July 1 to June 30.

(E) In Pennsylvania, taxing authorities (school districts and municipalities) and property owners may appeal the assessed value of a property at the time of sale, or at any time thereafter. A successful appeal by a taxing authority may result in a higher assessed value for the property and an increase in property taxes. Also, periodic county-wide property reassessments may change the assessed value of the property and result in a change in property tax. Following settlement, the Property will be reassessed and Buyer will receive an interim tax bill for the increased taxes due for the current tax period. This interim bill may not be covered by Buyer's tax escrow with the lender, if any.

(F) Conveyance from Seller will be by fee simple deed of special warranty unless otherwise stated here: \_\_\_\_\_

(G) Payment of transfer taxes will be divided equally between Buyer and Seller unless otherwise stated here: \_\_\_\_\_

(H) Possession is to be delivered by deed, existing keys and physical possession to a vacant Property free of debris, with all structures broom-clean, at day and time of settlement.

5. **DATES/TIME IS OF THE ESSENCE (9-15)**

(A) Written acceptance of all parties will be on or before: \_\_\_\_\_

(B) The Settlement Date and all other dates and times identified for the performance of any obligations of this Agreement are of the essence and are binding.

(C) The Execution Date of this Agreement is the date when Buyer and Seller have indicated full acceptance of this Agreement by signing and/or initialing it. For purposes of this Agreement, the number of days will be counted from the Execution Date, excluding the day

Buyer Initials: \_\_\_\_\_

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Seller Initials: \_\_\_\_\_

this Agreement was executed and including the last day of the time period. **All changes to this Agreement should be initialed and dated.**

- (D) The Settlement Date is not extended by any other provision of this Agreement and may only be extended by mutual written agreement of the parties.
- (E) Certain terms and time periods are pre-printed in this Agreement as a convenience to the Buyer and Seller. All pre-printed terms and time periods are negotiable and may be changed by striking out the pre-printed text and inserting different terms acceptable to all parties, except where restricted by law.

**6. ZONING (9-15)**

Failure of this Agreement to contain the zoning classification (except in cases where the property {and each parcel thereof, if subdividable} is zoned solely or primarily to permit single-family dwellings) will render this Agreement voidable at Buyer's option, and, if voided, any deposits tendered by the Buyer will be returned to the Buyer without any requirement for court action.

**Zoning Classification, as set forth in the local zoning ordinance:** \_\_\_\_\_

**7. CONSTRUCTION AND PERMITS (9-15)**

**(A) Schedule of Construction**

1. **Commencement Date:** Seller estimates that Seller will commence construction on or about \_\_\_\_\_. Seller reserves the right to delay commencement of construction until Buyer has received and signed a valid mortgage commitment in accordance with Paragraph 8.
2. **Completion Date:** Seller estimates completion of construction on or about \_\_\_\_\_. Buyer acknowledges that the estimated Completion Date is made by Seller as an accommodation to Buyer to assist Buyer in formulating future plans. If commencement, completion, and/or settlement are delayed due to inclement weather, strikes, delays in issuance of permits, unavailability of labor or materials, or any other reason beyond Seller's control, all times and dates (including settlement date) will be automatically extended accordingly **and time is not deemed to be of the essence.**
3. **Anticipated Settlement:** Settlement will be held on a date which is within \_\_\_\_\_ days (10 if not specified) after Seller supplies Buyer with a written notice of settlement. However, at the time of settlement the house and premises will have been substantially completed. If the municipality or governmental authority requires a Use & Occupancy permit, Seller will provide one at settlement.
4. **Settlement Deadline:** The previous paragraph notwithstanding. Should Seller be unable to settle on the Property in substantially completed condition for which a Use & Occupancy permit has been issued (where required) on or before \_\_\_\_\_, Buyer may terminate this Agreement and all deposit monies including amounts identified in paragraph 2 (B) of this Agreement as non-refundable, will be returned to Buyer according to the terms of paragraph 23 of this Agreement.

**(B) Notices, Assessments and Government Requirements**

1. Seller will be responsible for any notice of improvements or assessments received on or before the date of settlement.
2. All necessary permits will be obtained and paid for by Seller prior to settlement.
3. Seller will comply with all restrictions and requirements imposed by any governmental authorities.
4. Access to a public road may require issuance of a highway occupancy permit from the Department of Transportation.

**(C) Landscaping and Driveway**

1. Seller will attempt to preserve as many of the existing trees or shrubs as reasonably possible during the construction of the improvements and house on the premises. It is expressly agreed that Seller does not guarantee or warrant the survival of any trees or shrubs existing on the premises prior to construction. Any existing trees or shrubs that may die after settlement are the sole responsibility of Buyer.
2. Seller will be responsible for top soil, rough grade, fine grade, seeding and stabilization unless otherwise stated here: \_\_\_\_\_  
\_\_\_\_\_  
Except as modified by the rules of the Homeowners Association or Condominium Association, if any, any soil washouts from rain or melting snow or burnouts due to droughts after settlement are the sole responsibility of Buyer. Buyer is responsible for watering, fertilizing and reseeded the lawn as necessary after settlement.
3. Buyer acknowledges that due to adverse weather conditions and other events beyond Seller's reasonable control, items including the driveway surface, grading and seeding, exterior painting or staining, and exterior concrete surfaces may not be completed at time of settlement. Unless otherwise agreed, no portion of the purchase price or option payments will be placed in an escrow account or withheld from Seller at settlement to compensate for incomplete items. Seller will complete the items within a reasonable time after settlement as weather conditions permit.
4. This paragraph will survive settlement.

**(D) Substitutions**

**BUYER AND SELLER ACKNOWLEDGE THAT THE BUILDINGS AND IMPROVEMENTS ON THE PREMISES WILL BE SUBSTANTIALLY SIMILAR TO THE ESTABLISHED BUILDING SPECIFICATIONS. BUYER ALSO ACKNOWLEDGES THAT SELLER HAS THE RIGHT TO MAKE SUBSTITUTIONS OF MATERIALS OR PRODUCTS OF SUBSTANTIALLY EQUAL OR BETTER QUALITY AT SELLER'S SOLE DISCRETION, WITH NOTICE TO BUYER, AND THAT ACTUAL MATERIALS AND PRODUCTS MAY VARY FROM SAMPLE MATERIALS AND PRODUCTS.**



8. MORTGAGE CONTINGENCY (1-18)

- ☐ WAIVED. This sale is NOT contingent on mortgage financing, although Buyer may obtain mortgage financing and/or the parties may include an appraisal contingency.
- ☐ ELECTED.
- (A) This sale is contingent upon Buyer obtaining mortgage financing according to the following terms:

**First Mortgage on the Property**

Loan Amount \$ \_\_\_\_\_

Minimum Term \_\_\_\_\_ years

Type of mortgage \_\_\_\_\_

For conventional loans, the Loan-To-Value (LTV) ratio is not to exceed \_\_\_\_\_ %

Mortgage lender \_\_\_\_\_

Interest rate \_\_\_\_\_ %; however, **Buyer agrees to accept the interest rate as may be committed by the mortgage lender**, not to exceed a maximum interest rate of \_\_\_\_\_ %

Discount points, loan origination, loan placement and other fees charged by the lender as a percentage of the mortgage loan) excluding any mortgage insurance premiums or VA funding fee) not to exceed \_\_\_\_\_ % (0% if not specified) of the mortgage loan.

**Second Mortgage on the Property**

Loan Amount \$ \_\_\_\_\_

Minimum term \_\_\_\_\_ years

Type of mortgage \_\_\_\_\_

For conventional loans, the Loan-To-Value (LTV) ratio is not to exceed \_\_\_\_\_ %

Mortgage lender \_\_\_\_\_

Interest rate \_\_\_\_\_ %; however, **Buyer agrees to accept the interest rate as may be committed by the mortgage lender**, not to exceed a maximum interest rate of \_\_\_\_\_ %

Discount points, loan origination, loan placement and other fees charged by the lender as a percentage of the mortgage loan) excluding any mortgage insurance premiums or VA funding fee) not to exceed \_\_\_\_\_ % (0% if not specified) of the mortgage loan.

- (B) Upon receiving documentation demonstrating lender's approval, whether conditional or outright, of Buyer's mortgage application(s) according to the terms set forth above, Buyer will promptly deliver a copy of the documentation to Seller, but in any case no later than \_\_\_\_\_.
1. If Seller does not receive a copy of the documentation demonstrating lender's conditional or outright approval of Buyer's mortgage application(s) by the date indicated above, Seller may terminate this Agreement by written notice to Buyer. Seller's right to terminate continues until Buyer delivers documentation demonstrating lender's conditional or outright approval of Buyer's mortgage application(s) to Seller. Until Seller terminates this Agreement pursuant to this Paragraph, Buyer is obligated to make a good-faith effort to obtain mortgage financing.
  2. Seller may terminate this Agreement by written notice to Buyer after the date indicated above if the documentation demonstrating lender's conditional or outright approval of Buyer's mortgage application(s):
    - a. Does not satisfy the terms of Paragraph 8(A), OR
    - b. Contains any condition not specified in this Agreement (e.g., the Buyer must settle on another property, an appraisal must be received by the lender, or the mortgage commitment is not valid through the Settlement Date) that is not satisfied and/or removed in writing by the mortgage lender(s) within 7 DAYS after the date indicated in Paragraph 8(B), or any extension thereof, other than those conditions that are customarily satisfied at or near settlement (e.g., obtaining insurance, confirming employment).
  3. If this Agreement is terminated pursuant to Paragraphs 8(B)(1) or (2), or the mortgage loan(s) is not obtained for settlement, all deposit monies will be returned to Buyer according to the terms of Paragraph 23 and this Agreement will be VOID. Buyer will be responsible for any costs incurred by Buyer for any inspections or certifications obtained according to the terms of this Agreement, and any costs incurred by Buyer for: (1) Title search, title insurance and/or mechanics' lien insurance, or any fee for cancellation; (2) Flood insurance, fire insurance, hazard insurance, mine subsidence insurance, or any fee for cancellation; (3) Appraisal fees and charges paid in advance to mortgage lender(s).
- (C) The Loan-To-Value ratio (LTV) is used by lenders as one tool to help assess their potential risk of a mortgage loan. A particular LTV may be necessary to qualify for certain loans, or buyers might be require to pay additional fees if the LTV exceeds a specific level. The appraised value of the Property may be used by lenders to determine the maximum amount of a mortgage loan. The appraised value is determined by an independent appraiser, subject to the mortgage lender's underwriter review, and may be higher or lower than the Purchase Price and/or market price of the property.
- (D) The interest rate(s) and fee(s) provisions in Paragraph 8(A) are satisfied if the mortgage lender(s) gives Buyer the right to guarantee the interest rate(s) and fee(s) at or below the maximum levels stated. If lender(s) gives Buyer the right to lock in the interest rate(s), Buyer will do so at least 15 days before Settlement Date. Buyer gives Seller the right, at Seller's sole option and as permitted by law and the mortgage lender(s), to contribute financially, without promise of reimbursement, to the Buyer and/or the mortgage lender(s) to make the above mortgage term(s) available to Buyer.
- (E) Within \_\_\_\_\_ days (7 if not specified) from the Execution Date of this Agreement, Buyer will make a completed mortgage application (including payment for and ordering of credit reports without delay, at the time required by lender(s)) for the mortgage terms and to the mortgage lender(s) identified in Paragraph 8(A), if any, otherwise to a responsible mortgage lender(s) of Buyer's choice. Broker for Buyer, if any, otherwise Broker for Seller, is authorized to communicate with the mortgage lender(s) to assist in the mortgage loan process.
- (F) **Buyer will be in default of this agreement if Buyer furnishes false information** to anyone concerning Buyer's financial and/or employment status, fails to cooperate in good faith with processing the mortgage loan application (including payment for and ordering of appraisal without delay), fails to lock in interest rate(s) as stated in Paragraph 8(D), or otherwise causes the lender to reject, refuse to approve or issue a mortgage loan commitment.
- (G) If the mortgage lender(s), or a property and casualty insurer providing insurance required by the mortgage lender(s), requires repairs to the Property, Buyer will, upon receiving the requirements, deliver a copy of the requirements to Seller. Within 5 DAYS of receiving the copy of the requirements, Seller will notify Buyer whether Seller will make the required repairs at Seller's expense.

Buyer Initials: \_\_\_\_\_

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Seller Initials: \_\_\_\_\_

- 189 2. If Seller will not make the required repairs, or if Seller fails to respond within the stated time, Buyer will, within 5  
190 DAYS, notify Seller of Buyer's choice to:  
191 a. Make the repairs/improvements at Buyer's expense, with permission and access to the Property given by Seller, which will  
192 not be unreasonably withheld, OR  
193 b. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of  
194 Paragraph 23 of this Agreement.  
195 If Buyer fails to respond within the time stated in Paragraph 8(G) or fails to terminate this Agreement by written  
196 notice to seller within that time, Buyer will accept the property, make the required repairs/improvements at Buyer's ex-  
197 pense and agree to the RELEASE in Paragraph 25 of this Agreement.

198 **FHA/VA, IF APPLICABLE**

- 199 (I) It is expressly agreed that notwithstanding any other provisions of this contract, Buyer will not be obligated to complete the purchase  
200 of the Property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless Buyer has been  
201 given, in accordance with HUD/FHA or VA requirements, a written statement by the Federal Housing Commissioner, Veterans Ad-  
202 ministration, or a Direct Endorsement Lender setting forth the appraised value of the Property of not less than  
203 \$ (the Purchase Price as stated in this Agreement). Buyer will have the privilege and option of pro-  
204 ceeding with consummation of the contract without regard to the amount of the appraised valuation. The appraised valuation is  
205 arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not  
206 warrant the value nor the condition of the Property. Buyer should satisfy himself/herself that the price and condition of the Property  
207 are acceptable.  
208 **Warning:** Section 1010 of Title 18, U.S.C., Department of Housing and Urban Development and Federal Housing Administration  
209 Transactions, provides, "Whoever for the purpose of . . . influencing in any way the action of such Department, makes, passes, utters  
210 or publishes any statement, knowing the same to be false shall be fined under this title or imprisoned not more than two years, or  
211 both."  
212 (J) **U.S. Department of Housing and Urban Development (HUD) NOTICE TO PURCHASERS: Buyer's Acknowledgement**  
213 ☐ Buyer has received the HUD Notice "For Your Protection: Get a Home Inspection." Buyer understands the importance of getting  
214 an independent home inspection and has thought about this before signing this Agreement. Buyer understands that FHA will  
215 not perform a home inspection nor guarantee the price or condition of the Property.  
216 (K) **Certification** We the undersigned, Seller(s) and Buyer(s) party to this transaction each certify that the terms of this contract for  
217 purchase are true to the best of our knowledge and belief, and that any other agreement entered into by any of these parties in con-  
218 nection with this transaction is attached to this Agreement.

219 **9. CHANGE IN BUYER'S FINANCIAL STATUS (9-15)**

220 In the event of a change in Buyer's financial status affecting Buyer's ability to purchase, Buyer shall promptly notify Seller and lender(s)  
221 to whom the Buyer submitted mortgage application, if any, in writing. A change in financial status includes, but is not limited to, loss or  
222 a change in employment; failure or loss of sale of Buyer's home; Buyer's having incurred a new financial obligation; entry of a judgment  
223 against Buyer. **Buyer understands that applying for and/or incurring an additional financial obligation may affect Buyer's ability**  
224 **to purchase.**

225 **10. SELLER REPRESENTATIONS (9-15)**

226 **(A) Radon Mitigation** (See Radon Notice below)

- 227 1. Seller represents that the Property does not currently have a radon mitigation system and Seller will not install preparatory work  
228 for a radon mitigation system unless otherwise checked below.  
229 ☐ Seller will install preparatory work for a radon mitigation system.  
230 ☐  
231 ☐  
232 2. **Radon Notice:** Radon is a natural, radioactive gas that is produced in the ground by the normal decay of uranium and radium.  
233 Studies indicate that extended exposure to high levels of radon gas can increase the risk of lung cancer. Radon can find its way  
234 into any air-space and can permeate a structure. If a house has a radon problem, it usually can be cured by increased ventilation  
235 and/or by preventing radon entry. Any person who tests, mitigates or safeguards a building for radon in Pennsylvania must be cer-  
236 tified by the Department of Environmental Protection, Bureau of Radiation Protection, Rachel Carson State Office Building, P.O.  
237 Box 8469, Harrisburg, PA 17105-8469, (800) 23RADON or (717) 787-2480, www.depweb.state.pa.us.

238 **(B) Status of Water**

239 Seller represents that the Property is served by:

240 ☐ Public Water ☐ Community Water ☐ On-site Water ☐ None ☐

241 **(C) Status of Sewer**

- 242 1. Seller represents that the Property is served by:

243 ☐ Public Sewer ☐ Community Sewage Disposal System ☐ Ten-Acre Permit Exemption (see Sewage Notice 2)  
244 ☐ Individual On-lot Sewage Disposal System (see Sewage Notice 1) ☐ Holding Tank (see Sewage Notice 3)  
245 ☐ Individual On-lot Sewage Disposal System in Proximity to Well (see Sewage Notice 1; see Sewage Notice, if applicable)  
246 ☐ None (see Sewage Notice 1) ☐ None Available/Permit Limitations in Effect (see Sewage Notice 5)  
247 ☐

- 248 2. **Notices Pursuant to the Pennsylvania Sewage Facilities Act**

249 **Notice 1:** There is no currently existing community sewage system available for the subject property. Section 7 of the  
250 Pennsylvania Sewage Facilities Act provides that no person shall install, construct, request bid proposals for construction, alter,  
251 repair or occupy any building or structure for which an individual sewage system is to be installed, without first obtaining a

252 **Buyer Initials:** \_\_\_\_\_

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**Seller Initials:** \_\_\_\_\_

permit. Buyer is advised by this notice that, before signing this Agreement, Buyer should contact the local agency charged with administering the Act to determine the procedure and requirements for obtaining a permit for an individual sewage system. The local agency charged with administering the Act will be the municipality where the Property is located or that municipality working cooperatively with others.

**Notice 2: This Property is serviced by an individual sewage system installed under the ten-acre permit exemption provisions of Section 7 of the Pennsylvania Sewage Facilities Act.** (Section 7 provides that a permit may not be required before installing, constructing, awarding a contract for construction, altering, repairing or connecting to an individual sewage system where a ten-acre parcel or lot is subdivided from a parent tract after January 10, 1987). Buyer is advised that soils and site testing were not conducted and that, should the system malfunction, the owner of the Property or properties serviced by the system at the time of a malfunction may be held liable for any contamination, pollution, public health hazard or nuisance which occurs as a result.

**Notice 3: This Property is serviced by a holding tank (permanent or temporary) to which sewage is conveyed by a water carrying system and which is designed and constructed to facilitate ultimate disposal of the sewage at another site.** Pursuant to the Pennsylvania Sewage Facilities Act, Seller must provide a history of the annual cost of maintaining the tank from the date of its installation or December 14, 1995, whichever is later.

**Notice 4: An individual sewage system has been installed at an isolation distance from a well that is less than the distance specified by regulation.** The regulations at 25 Pa. Code §73.13 pertaining to minimum horizontal isolation distances provide guidance. Subsection (b) of §73.13 states that the minimum horizontal isolation distance between an individual water supply or water supply system suction line and treatment tanks shall be 50 feet. Subsection (c) of §73.13 states that the horizontal isolation distance between the individual water supply or water supply system suction line and the perimeter of the absorption area shall be 100 feet.

**Notice 5: This lot is within an area in which permit limitations are in effect and is subject to those limitations.** Sewage facilities are not available for this lot and construction of a structure to be served by sewage facilities may not begin until the municipality completes a major planning requirement pursuant to the Pennsylvania Sewage Facilities Act and regulations promulgated thereunder.

(D) **Historic Preservation**

Seller is not aware of historic preservation restrictions regarding the Property unless otherwise stated here: \_\_\_\_\_

(E) **Land Use Restrictions**

1. ☐ Property, or a portion of it, is subject to land use restrictions and may be preferentially assessed for tax purposes under the following Act(s) (see Notices Regarding Land Use Restrictions below):

- ☐ Agricultural Area Security Law (Right-to-Farm Act; Act 43 of 1981; 3P.S. §901 et seq.)  
☐ Farmland and Forest Land Assessment Act (Clean and Green Program; Act 319 of 1974; 72 P.S. § 5490.1 et seq.)  
☐ Open Space Act (Act 442 of 1967; 32P.S. § 5001 et seq.)  
☐ Conservation Reserve Program (16 U.S.C. § 3831 et seq.)  
☐ Other \_\_\_\_\_

2. **Notices Regarding Land Use Restrictions**

- a. **Pennsylvania Right-To-Farm Act:** The property you are buying may be located in an area where agricultural operations take place. Pennsylvania protects agricultural resources for the production of food and agricultural products. The law limits circumstances where normal agricultural operations may be subject to nuisance lawsuits or restrictive ordinances.
- b. **Clean and Green Program:** Properties enrolled in the Clean and Green Program receive preferential property tax assessment. Buyer and Seller have been advised of the need to contact the County Tax Assessment Office before the execution of this Agreement to determine the property tax implications that will or may result from the sale of the Property, or that may result in the future as a result of any change in use of the Property or the land from which it is being separated.
- c. **Open Space Act:** This Act enables counties to enter into covenants with owners of land designated as farm, forest, water supply, or open space land on an adopted municipal, county or regional plan for the purpose of preserving the land as open space. A covenant between the owner and county is binding upon any Buyer of the Property during the period of time that the covenant is in effect (5 or 10 years). Covenants automatically renew at the end of the covenant period unless specific termination notice procedures are followed. Buyer has been advised of the need to determine the restrictions that will apply from the sale of the Property to Buyer and the property tax implications that will or may result from a change in use of the Property, or any portion of it. Buyer is further advised to determine the term of any covenant now in effect.
- d. **Conservation Reserve (Enhancement) Program:** Properties enrolled in the Conservation Reserve Program or CREP are environmentally-sensitive areas, the owners of which receive compensation in exchange for an agreement to maintain the land in its natural state. Contracts last from 10 to 15 years and carry penalties to Seller if terminated early by Buyer. Buyer has been advised of the need to determine the restrictions on development of the Property and the term of any contract now in effect. Seller is advised to determine the financial implications that will or may result from the sale of the Property.

(F) **Real Estate Seller Disclosure Law**

1. Generally, the Real Estate Seller Disclosure Law requires that before an agreement of sale is signed, the seller in a residential real estate transfer must make certain disclosures regarding the property to potential buyers in a form defined by the law. A residential real estate transfer is defined as a sale, exchange, installment sales contract, lease with an option to buy, grant or other transfer of an interest in real property where **NOT LESS THAN ONE AND NOT MORE THAN FOUR RESIDENTIAL DWELLING UNITS** are involved. Disclosures for condominiums and cooperatives are limited to the seller's particular unit(s). Disclosures regarding common areas or facilities are not required, as those elements are already addressed in the laws that govern the resale of condominium and cooperative interests.
2. Buyer has received the Seller's Property Disclosure Statement before signing this Agreement, if required by law. The Seller's Property Disclosure Law does not require a disclosure form when:

Buyer Initials: \_\_\_\_\_

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Seller Initials: \_\_\_\_\_

1. A one-year written warranty covering the construction will be provided;
2. The building will be inspected for compliance with the applicable building code or, if none, a nationally recognized model building code; AND
3. A certificate of occupancy or a certificate of code compliance will be issued for the dwelling.

(G) **Public and/or Private Assessments**

1. Seller represents that, as of the date Seller signed this Agreement, no public improvement, condominium or homeowner association assessments have been made against the Property which remain unpaid, and that no notice by any government or public authority (excluding assessed value) has been served upon Seller or anyone on Seller's behalf, including notices relating to violations of zoning, housing, building, safety or fire ordinances that remain uncorrected, and that Seller knows of no condition that would constitute a violation of any such ordinances that remain uncorrected, unless otherwise specified here: \_\_\_\_\_
2. Seller knows of no other potential notices (including violations) and/or assessments except as follows: \_\_\_\_\_

**11. WAIVER OF CONTINGENCIES (9-05)**

If this Agreement is contingent on Buyer's right to inspect and/or repair the Property, or to verify insurability, environmental conditions, boundaries, certifications, zoning classification or use, or any other information regarding the Property, Buyer's failure to exercise any of Buyer's options within the times set forth in this Agreement is a WAIVER of that contingency and Buyer accepts the Property and agrees to the RELEASE in Paragraph 25 of this Agreement.

**12. DUE DILIGENCE/INSPECTIONS (9-15)**

- (A) Seller will provide access to insurers' representatives and, as may be required by this Agreement or by mortgage lender(s), to surveyors, municipal officials, appraisers and inspectors. All parties and their real estate licensee(s) may attend any inspections.
- (B) Seller will have the following utilities turned on for pre-settlement walk-through inspection; Buyer may elect to activate any additional utilities.  

<input type="checkbox"/> Natural Gas	<input type="checkbox"/> Propane	<input type="checkbox"/> Oil	<input type="checkbox"/> Water
<input type="checkbox"/> Sewage	<input type="checkbox"/> Electricity	<input type="checkbox"/> _____	<input type="checkbox"/> _____
- (C) Buyer reserves the right to make two pre-settlement walk-through inspections of the Property when the Property is substantially complete. Seller will notify Buyer prior to settlement of the date and time of Buyer's pre-settlement walk-through inspections of the Property. Buyer's right to make these inspections is not waived by any other provision of this Agreement.
- (D) At a pre-settlement inspection, Buyer and Seller will complete and sign a list of items (punch list) to be completed, modified, or replaced within \_\_\_\_\_ DAYS (30 if not specified) after settlement. Items that cannot be completed, modified, or replaced within \_\_\_\_\_ DAYS (30 if not specified) of settlement due to events beyond Seller's reasonable control will be completed by Seller as soon as is reasonably possible, not to exceed \_\_\_\_\_ DAYS (365 if not specified) after settlement. This paragraph will survive settlement.
- (E) Buyer's failure to inspect the Property on the dates of the scheduled pre-settlement inspections or Buyer's failure to complete and sign the pre-settlement inspection form constitutes a waiver of Buyer's right to inspect the Property, and Buyer will accept the Property at settlement in its then present condition without obligation of modification or replacement.
- (F) All inspectors, including home inspectors, are authorized by Buyer to provide a copy of any inspection Report to Broker for Buyer.
- (G) Seller has the right, upon request, to receive without charge a copy of any inspection report from the party for whom it was prepared.

**(H) Notices Regarding Property & Environmental Inspections**

1. **Exterior Building Materials:** Poor or improper installation of exterior building materials may result in moisture penetrating the surface of a structure where it may cause mold and damage to the building's frame.
2. **Asbestos:** Asbestos is linked with several adverse health effects, including various forms of cancer.
3. **Environmental Hazards:** The U.S. Environmental Protection Agency has a list of hazardous substances, the use and disposal of which are restricted by law. Generally, if hazardous substances are found on a property, it is the property owner's responsibility to dispose of them properly.
4. **Wetlands:** Wetlands are protected by the federal and state governments. Buyer may wish to hire an environmental engineer to investigate whether the Property is located in a wetlands area to determine if permits for plans to build, improve or develop the property would be affected or denied because of its location in a wetlands area.
5. **Mold, Fungi and Indoor Air Quality:** Indoor mold contamination and the inhalation of bioaerosols (bacteria, mold spores, pollen and viruses) have been associated with allergic responses.
6. **Additional Information:** Inquiries or requests for more information about asbestos and other hazardous substances can be directed to the U.S. Environmental Protection Agency, Ariel Rios Building, 1200 Pennsylvania Ave., N.W., 2810A, Washington, D.C. 20460, (202) 272-0167, and/or the Department of Health, Commonwealth of Pennsylvania, Division of Environmental Health, Harrisburg, PA 17120. Information about indoor air quality issues is available through the Pennsylvania Department of Health and may be obtained by contacting Health & Welfare Building, 8th Floor West, 625 Forster St., Harrisburg, PA 17120, or by calling 1-877-724-3258.

**13. CONDOMINIUM/PLANNED COMMUNITY (HOMEOWNER ASSOCIATION) PUBLIC OFFERING STATEMENT (1-00)**

- (A) The Property is NOT part of a Condominium or part of a Planned Community unless checked below.
- (B) ☐ CONDOMINIUM
  1. Buyer acknowledges that the Property is a unit of a condominium as defined by the Uniform Condominium Act. Seller is a declarant of the condominium and is required to provide Buyer with a public offering statement.
  2. The delivery of the public offering statement must be made no later than the date the Buyer executes this Agreement. Buyer may cancel this Agreement within fifteen (15) days after receiving the public offering statement and within fifteen (15) days of receipt of any amendment to the Statement that materially and adversely affects Buyer.

Buyer Initials: \_\_\_\_\_

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Seller Initials: \_\_\_\_\_

(C) ☐ **PLANNED COMMUNITY (HOMEOWNER ASSOCIATION)**

1. Buyer acknowledges that the Property is part of a planned community as defined by the Uniform Planned Community Act. Seller is a declarant of the planned community and is required to provide Buyer with a public offering statement.
2. The declarant must provide Buyer with a copy of the public offering statement and its amendments no later than the date Buyer executes this Agreement. Buyer may cancel this Agreement within seven (7) days after receiving the public offering statement and within seven (7) days after receiving any amendment to the contract that would materially and adversely affect Buyer.

**Buyer has received a copy of the public offering statement before signing this Agreement.**

**14. TITLES, SURVEYS AND COSTS (9-15)**

- (A) The Property will be conveyed with good and marketable title that is insurable by a reputable title insurance company at the regular rates, free and clear of all liens, encumbrances, and easements, **excepting however** the following: existing deed restrictions; historic preservation restrictions or ordinances; building restrictions; ordinances; easements of roads; easements visible upon the ground; easements of record; and privileges or rights of public service companies, if any.
- (B) Buyer is encouraged to obtain an owner's title insurance policy to protect Buyer. An owner's title insurance policy is different from a lender's title insurance policy, which will not protect Buyer from claims and attacks on the title. Owner's title insurance policies come in standard and enhanced versions; Buyer should consult with a title insurance agent about Buyer's options. Buyer agrees to release and discharge any and all claims and losses against Broker for Buyer should Buyer neglect to obtain an owner's title insurance policy.
- (C) Buyer will pay for the following: (1) Title search, title insurance and/or mechanics' lien insurance, or any fee for cancellation; (2) Flood insurance, fire insurance, hazard insurance, mine subsidence insurance, or any fee for cancellation; (3) Appraisal fees and charges paid in advance to mortgage lender; (4) Buyer's customary settlement costs and accruals.
- (D) Seller has the right, upon request, to receive a free copy of any title abstract for the Property from the party for whom it was prepared.
- (E) Any survey or surveys required by the title insurance company or the abstracting company for preparing an adequate legal description of the Property (or the correction thereof) will be obtained and paid for by Seller. Any survey or surveys desired by Buyer or required by the mortgage lender will be obtained and paid for by Buyer.
- (F) In the event of a change in Seller's financial status affecting Seller's ability to convey title to the Property on or before the Settlement Date, or any extension thereof, Seller shall promptly notify Buyer in writing. A change in financial status includes, but is not limited to, Seller filing bankruptcy; filing of a foreclosure lawsuit against the Property; entry of a monetary judgment against Seller; notice of public tax sale affecting the Property; and Seller learning that the sale price of the Property is no longer sufficient to satisfy all liens and encumbrances against the Property.
- (G) If Seller is unable to give good and marketable title that is insurable by a reputable title insurance company at the regular rates, as specified in Paragraph 14(A), Buyer may terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 23 of this Agreement. Upon termination, Seller will reimburse Buyer for any costs incurred by Buyer for any inspections or certifications obtained according to the terms of this Agreement, and for those items specified in Paragraph 14(C) items (1), (2), (3) and in Paragraph 14(E).
- (H) Oil, gas, mineral, or other rights of this Property may have been previously conveyed or leased, and Sellers make no representation about the status of those rights unless indicated elsewhere in this Agreement.

☐ **Oil, Gas and Mineral Rights Addendum (PAR Form OGM) is attached to and made part of this agreement.**

(I) **COAL NOTICE (Where Applicable)**

THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHTS OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL SUCH COAL AND IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. (This notice is set forth in the manner provided in Section 1 of the Act of July 17, 1957, P.L. 984.) "Buyer acknowledges that he may not be obtaining the right of protection against subsidence resulting from coal mining operations, and that the property described herein may be protected from damage due to mine subsidence by a private contract with the owners of the economic interests in the coal. This acknowledgement is made for the purpose of complying with the provisions of Section 14 of the Bituminous Mine Subsidence and the Land Conservation Act of April 27, 1966." Buyer agrees to sign the deed from Seller which deed will contain the aforesaid provision.

(J) This property is not subject to a Private Transfer Fee Obligation unless otherwise stated here: \_\_\_\_\_

☐ **Private Transfer Fee Addendum (PAR Form PTF) is attached to and made part of this agreement.**

**Notices Regarding Private Transfer Fees:** In Pennsylvania, Private Transfer Fees are defined and regulated in the Private Transfer Fee Obligation Act (Act 1 of 2011; 68 Pa.C.S. §§ 8101, et. seq.), which defines a Private Transfer Fee as "a fee that is payable upon the transfer of an interest in real property, or payable for the right to make or accept the transfer, if the obligation to pay the fee or charge runs with title to the property or otherwise binds subsequent owners of property, regardless of whether the fee or charge is a fixed amount or is determined as a percentage of the value of the property, the purchase price or other consideration given for the transfer." A Private Transfer Fee must be properly recorded to be binding, and sellers must disclose the existence of the fees to prospective buyers. Where a Private Transfer Fee is not properly recorded or disclosed, the Act gives certain rights and protections to buyers.

**15. MAINTENANCE & RISK OF LOSS (9-15)**

Seller will bear risk of loss from fire or other casualties until time of settlement. In the event of damage by fire or other casualties to any part of the Property included in the sale that is not repaired or replaced prior to settlement (including, but not limited to, structures, grounds, fixtures, appliances and personal property), Buyer will have the option of rescinding this Agreement and promptly receiving all monies paid on account of purchase price or of extending settlement until such time as Seller can deliver the Property in completed condition. Buyer is hereby notified that Buyer may insure Buyer's equitable interest in this Property as of the time of execution of this Agreement.

**Buyer Initials:** \_\_\_\_\_

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**Seller Initials:** \_\_\_\_\_

446 **16. WARRANTIES (11-00)**  
 447 (A) **Assignment of Manufacturer's Warranties:** Seller hereby assigns to Buyer the manufacturer's warranties on all appliances,  
 448 equipment, and other consumer products to be installed in or on the Property. Copies of these warranties will be delivered to Buyer.  
 449 Seller makes no warranties, representations or guarantees with respect to the appliances, equipment and consumer products, and all  
 450 such warranties, representations and guarantees are hereby disclaimed. The sole remedy of Buyer as to any such items will be to  
 451 make such claims as are appropriate under the manufacturer's warranties.  
 452 (B) **Limited Warranty:** Except as set forth in any new construction warranty that may be provided herewith, **SELLER MAKES NO**  
 453 **OTHER REPRESENTATIONS OR WARRANTIES OF ANY NATURE, EXPRESS OR IMPLIED, INCLUDING BUT NOT**  
 454 **LIMITED TO THOSE OF WORKMANLIKE CONSTRUCTION, HABITABILITY, DESIGN, CONDITION, QUALITY**  
 455 **OR OTHERWISE AS TO THE PROPERTY AND THE RESIDENCE AND OTHER IMPROVEMENTS CONSTRUCTED**  
 456 **THEREON, AND SELLER HEREBY EXPRESSLY DISCLAIMS ANY SUCH REPRESENTATIONS OR WARRANTIES.**  
 457 Buyer hereby acknowledges and accepts such disclaimer and agrees to waive any and all rights Buyer may have by virtue of such  
 458 representations and warranties. Except for the warranties provided by Seller, Buyer assumes the risk of any and all damage occurring  
 459 in or appearing on the Property from the date of settlement, regardless of the cause thereof. Buyer's assumption of this risk is partially  
 460 in consideration of the amount of the purchase price of the Property which is lower than it would be if Seller was to be held responsible  
 461 for any such risks by virtue of said expressed or implied representations or warranties.

462 **17. RECORDING (9-05)**  
 463 This Agreement will not be recorded in the Office of the Recorder of Deeds or in any other office or place of public record. If Buyer  
 464 causes or permits this Agreement to be recorded, Seller may elect to treat such act as a default of this Agreement.

465 **18. ASSIGNMENT (2-12)**  
 466 This Agreement is binding upon the parties, their heirs, personal representatives, guardians and successors, and to the extent assignable,  
 467 on the assigns of the parties hereto. Buyer will not transfer or assign this Agreement without the written consent of Seller unless otherwise  
 468 stated in this Agreement. Assignment of this Agreement may result in additional transfer taxes.

469 **19. GOVERNING LAW, VENUE AND PERSONAL JURISDICTION (9-05)**  
 470 (A) The validity and construction of this Agreement, and the rights and duties of the parties, will be governed in accordance with the  
 471 laws of the Commonwealth of Pennsylvania.  
 472 (B) The parties agree that any dispute, controversy or claim arising under or in connection with this Agreement or its performance by  
 473 either party submitted to a court shall be filed exclusively by and in the state or federal courts sitting in the Commonwealth of  
 474 Pennsylvania.

475 **20. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT OF 1980 (FIRPTA) (9-15)**  
 476 The disposition of a U.S. real property interest by a foreign person (the transferor) is subject to the Foreign Investment in Real Property  
 477 Tax Act of 1980 (FIRPTA) income tax withholding. FIRPTA authorized the United States to tax foreign persons on dispositions of U.S.  
 478 real property interests. This includes but is not limited to a sale or exchange, liquidation, redemption, gift, transfers, etc. Persons purchasing  
 479 U.S. real property interests (transferee) from foreign persons, certain purchasers' agents, and settlement officers are required to withhold  
 480 up to 15 percent of the amount realized (special rules for foreign corporations). Withholding is intended to ensure U.S. taxation of gains  
 481 realized on disposition of such interests. The transferee/Buyer is the withholding agent. If you are the transferee/Buyer you must find  
 482 out if the transferor is a foreign person as defined by the Act. If the transferor is a foreign person and you fail to withhold, you may be  
 483 held liable for the tax.

484 **21. NOTICE REGARDING CONVICTED SEX OFFENDERS (MEGAN'S LAW) (9-15)**  
 485 The Pennsylvania General Assembly has passed legislation (often referred to as "Megan's Law," 42 Pa.C.S. § 9791 et seq.) providing  
 486 for community notification of the presence of certain convicted sex offenders. **Buyers are encouraged to contact the municipal police**  
 487 **department or the Pennsylvania State Police for information relating to the presence of sex offenders near a particular property,**  
 488 **or to check the information on the Pennsylvania State Police Website at [www.pameganslaw.state.pa.us](http://www.pameganslaw.state.pa.us).**

489 **22. REPRESENTATIONS (2-12)**  
 490 (A) All representations, claims, advertising, promotional activities, brochures or plans of any kind made by Seller, Brokers, their licensees,  
 491 employees, officers or partners are not a part of this Agreement unless expressly incorporated or stated in this Agreement. This  
 492 Agreement contains the whole agreement between Seller and Buyer, and there are no other terms, obligations, covenants, represen-  
 493 tations, statements or conditions, oral or otherwise, of any kind whatsoever concerning this sale. This Agreement will not be altered,  
 494 amended, changed or modified except in writing executed by the parties.  
 495 (B) Buyer acknowledges that Brokers, their licensees, employees, officers or partners have not made an assessment of the plan, drawings,  
 496 specifications, or such documents as have bearing on the nature and quality of the structures to be built by Seller. Furthermore, Brokers,  
 497 their licensees, employees, officers, and partners make no representation with respect to permits or such other evidence of government  
 498 approval for the construction of the structures to be built by Seller, or of the environmental conditions, the permitted uses, the financial  
 499 condition of Seller, or the conditions existing in the locale where the property is situated nor have they made an inspection of the  
 500 components, appliances, systems, or consumer products to be installed in or about the Property.  
 501 (C) Any repairs required by this Agreement will be completed in a workmanlike manner.  
 502 (D) Broker(s) have provided or may provide services to assist unrepresented parties in complying with this Agreement.

503 **23. DEFAULT, TERMINATION AND RETURN OF DEPOSITS (1-18)**  
 504 (A) Where Buyer terminates this Agreement pursuant to any right granted by this Agreement, Buyer will be entitled to a return of all  
 505 deposit monies paid on account of Purchase Price, other than those amounts designated as non-refundable, pursuant to the terms  
 506 of Paragraph 23(B), and this Agreement will be VOID. Termination of this Agreement may occur for other reasons giving rise to claims  
 507 by Buyer and/or Seller for the deposit monies.  
 508 (B) Where Seller terminates this Agreement due to Buyer's default, breach or failure to comply with the obligations contained in this Agree-  
 509 ment, or where this Agreement is terminated through no fault of Seller, then Seller has the option of retaining all sums paid by Buyer,  
 510 including deposit monies designated as non-refundable.

511 Buyer Initials: \_\_\_\_\_

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Seller Initials: \_\_\_\_\_



- (C) Where Buyer terminates this Agreement due to Seller's default, breach or failure to comply with the obligations contained in this Agreement, then Buyer will be entitled to a return of all deposit monies paid on account of Purchase Price, **including those amounts designated as non-refundable**, pursuant to the terms of Paragraph 23(B), and this Agreement will be VOID.
- (D) Regardless of the apparent entitlement to deposit monies, Pennsylvania law does not allow a Broker holding deposit monies to determine who is entitled to the deposit monies when settlement does not occur. Broker can only release the deposit monies:
1. If this Agreement is terminated prior to settlement and there is no dispute over entitlement to the deposit monies. A written agreement signed by both parties is evidence that there is no dispute regarding deposit monies.
  2. If, after Broker has received deposit monies, Broker receives a written agreement that is signed by Buyer and Seller, directing Broker how to distribute some or all of the deposit monies.
  3. According to the terms of a final order of court.
  4. According to the terms of a prior written agreement between Buyer and Seller that directs the Broker how to distribute the deposit monies if there is a dispute between the parties that is not resolved. (See Paragraph 23(E))
- (E) Buyer and Seller agree that if there is a dispute over the entitlement to deposit monies that is unresolved 180 days after the Settlement Date stated in Paragraph 4(A) (or any written extensions thereof) or following termination of the Agreement, whichever is earlier, then the Broker holding the deposit monies will, within 30 days of receipt of Buyer's written request, distribute the deposit monies to Buyer unless the Broker is in receipt of verifiable written notice that the dispute is the subject of litigation or mediation. If Broker has received verifiable written notice of litigation or mediation prior to the receipt of Buyer's request for distribution, Broker will continue to hold the deposit monies until receipt of a written distribution agreement between Buyer and Seller or a final court order. Buyer and Seller are advised to initiate litigation or mediation for any portion of the deposit monies prior to any distribution made by Broker pursuant to this paragraph. Buyer and Seller agree that the distribution of deposit monies based upon the passage of time does not legally determine entitlement to deposit monies, and that the parties maintain their legal rights to pursue litigation even after a distribution is made.
- (F) Buyer and Seller agree that Broker who holds or distributes deposit monies pursuant to the terms of Paragraph 24 or Pennsylvania law will not be liable. Buyer and Seller agree that if any Broker or affiliated licensee is named in litigation regarding deposit monies, the attorneys' fees and costs of the Broker(s) and licensee(s) will be paid by the party naming them in litigation.
- (G) **Unless otherwise checked in Paragraph 23(H)**, upon Buyer default, Seller may elect to retain those sums paid by Buyer, including deposit monies:
1. On account of purchase price, OR
  2. As monies to be applied to Seller's damages, OR
  3. As liquidated damages for such default.
- (H) ☐ **SELLER IS LIMITED TO RETAINING SUMS PAID BY BUYER, INCLUDING DEPOSIT MONIES, AS LIQUIDATED DAMAGES.**
- (I) If Seller retains all sums paid by Buyer, including deposit monies, as liquidated damages pursuant to Paragraph 24(F) or (G), Buyer and Seller are released from further liability or obligation and this Agreement is VOID.
- (J) Brokers and licensees are not responsible for unpaid deposits.

#### 24. MEDIATION (2-12)

Buyer and Seller will submit all disputes or claims that arise from this Agreement, including disputes and claims over deposit monies, to mediation. Mediation will be conducted in accordance with the Rules and Procedures of the Home Sellers/Home Buyers Dispute Resolution System, unless it is not available, in which case Buyer and Seller will mediate according to the terms of the mediation system offered or endorsed by the local Association of Realtors®. Mediation fees, contained in the mediator's fee schedule, will be divided equally among the parties and will be paid before the mediation conference. This mediation process must be concluded before any party to the dispute may initiate legal proceedings in any courtroom, with the exception of filing a summons if it is necessary to stop any statute of limitations from expiring. Any agreement reached through mediation and signed by the parties will be binding (see Notice Regarding Mediation). Any agreement to mediate disputes or claims arising from this Agreement will survive settlement.

#### 25. RELEASE (9-05)

Buyer releases, quit claims and forever discharges SELLER, ALL BROKERS, their LICENSEES, EMPLOYEES and any OFFICER or PARTNER of any one of them and any other PERSON, FIRM or CORPORATION who may be liable by or through them, from any and all claims, losses or demands, including, but not limited to, personal injury and property damage and all of the consequences thereof, whether known or not, which may arise from the presence of termites or other wood-boring insects, radon, lead-based paint hazards, mold, fungi or indoor air quality, environmental hazards, any defects in the individual on-lot sewage disposal system or deficiencies in the on-site water service system, or any defects or conditions on the Property. Should Seller be in default under the terms of this Agreement or in violation of any Seller disclosure law or regulation, this release does not deprive Buyer of any right to pursue any remedies that may be available under law or equity. This release will survive settlement.

#### 26. REAL ESTATE RECOVERY FUND (1-18)

A Real Estate Recovery Fund exists to reimburse any persons who have obtained a final civil judgment against a Pennsylvania real estate licensee (or a licensee's affiliates) owing to fraud, misrepresentation, or deceit in a real estate transaction and who have been unable to collect the judgment after exhausting all legal and equitable remedies. For complete details about the Fund, call (717) 783-3658.

#### 27. COMMUNICATIONS WITH BUYER AND/OR SELLER (9-15)

- (A) If Buyer is obtaining mortgage financing, Buyer shall promptly deliver to Broker for Buyer, if any, a copy of all Loan Estimate(s) and Closing Disclosure(s) upon receipt.
- (B) Wherever this Agreement contains a provision that requires or allows communication/delivery to a Buyer, that provision shall be satisfied by communication/delivery to the Broker for Buyer, if any, **except for documents required to be delivered pursuant to Paragraph 13**. If there is no Broker for Buyer, those provisions may be satisfied only by communication/delivery being made directly to the Buyer, unless otherwise agreed to by the parties. Wherever this Agreement contains a provision that requires or allows communi-

577 cation/delivery to a Seller, that provision shall be satisfied by communication/delivery to the Broker for Seller, if any. If there is no  
578 Broker for Seller, those provisions may be satisfied only by communication/delivery being made directly to the Seller, unless otherwise  
579 agreed to by the parties.

580 **28. HEADINGS (9-15)**

581 The section and paragraph headings in this Agreement are for convenience only and are not intended to indicate all of the matter in the  
582 sections which follow them. They shall have no effect whatsoever in determining the rights, obligations or intent of the parties.

583 **29. SPECIAL CLAUSES (9-15)**

584 (A) **The following are part of this Agreement if checked:**

- 585 ☐ Sale & Settlement of Other Property Contingency Addendum (PAR Form SSP)  
586 ☐ Sale & Settlement of Other Property Contingency with Right to Continue Marketing Addendum (PAR Form SSP-CM)  
587 ☐ Sale & Settlement of Other Property Contingency with Timed Kickout Addendum (PAR Form SSPTKO)  
588 ☐ Settlement of Other Property Contingency Addendum (PAR Form SOP)  
589 ☐ Appraisal Contingency Addendum (PAR Form ACA)  
590 \_\_\_\_\_  
591 ☐ \_\_\_\_\_

592 (B) **The following exhibits are made part of this Agreement if checked:**

- 593 ☐ Plot Plan of Lot ☐ Options/Extras/Alterations  
594 ☐ House Plan/Floor Plan/Elevation ☐ New Construction Warranty  
595 ☐ Floor Plan Reversed ☐ Restrictive Covenants/Deed Restrictions  
596 ☐ Building Specifications ☐ Standard Features  
597 \_\_\_\_\_  
598 \_\_\_\_\_  
599 \_\_\_\_\_

600 (C) **Additional Terms:**

601  
602  
603  
604  
605  
606

**Buyer and Seller acknowledge receipt of a copy of this Agreement at the time of signing.**

607 **This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and which counterparts**  
608 **together shall constitute one and the same Agreement of the Parties.**

609 **NOTICE TO PARTIES: WHEN SIGNED, THIS AGREEMENT IS A BINDING CONTRACT. Parties to this transaction are advised**  
610 **to consult a Pennsylvania real estate attorney before signing if they desire legal advice.**

611 **Return of this Agreement, and any addenda and amendments, including return by electronic transmission, bearing the signatures**  
612 **of all parties, constitutes acceptance by the parties.**

613 \_\_\_\_\_ **Buyer has received the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code §35.336.**

614 \_\_\_\_\_ **Buyer has received a statement of Buyer's estimated closing costs before signing this Agreement.**

615 \_\_\_\_\_ **Buyer has received the Deposit Money Notice (for cooperative sales when Broker for Seller is holding deposit money)**  
616 **before signing this Agreement.**

617 **BUYER** \_\_\_\_\_ **DATE** \_\_\_\_\_

618 **BUYER** \_\_\_\_\_ **DATE** \_\_\_\_\_

619 **BUYER** \_\_\_\_\_ **DATE** \_\_\_\_\_

620 **Seller has received the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code §35.336.**

621 **Seller has received a statement of Seller's estimated closing costs before signing this Agreement.**

622 **SELLER** \_\_\_\_\_ **DATE** \_\_\_\_\_

623 **SELLER** \_\_\_\_\_ **DATE** \_\_\_\_\_

624 **SELLER** \_\_\_\_\_ **DATE** \_\_\_\_\_



***Prepared By & Return To:***

***Parcel ID#:***

## **This Deed,**

**Made this** \_\_ day of \_\_\_\_\_, in the year Two Thousand \_\_\_\_\_ (20\_\_)

***Between* GRH-3, LLC**, a Pennsylvania limited liability company, ("Grantor"),

and

**[INSERT NAME OF PURCHASER]**, of the County of Lancaster, Commonwealth of Pennsylvania ("Grantee"),

***Witnesseth***, that in consideration of \_\_\_\_\_ (\$ \_\_\_\_\_.00), in hand paid, the receipt whereof is hereby acknowledged, the Grantor does hereby grant and convey to the Grantee, its successors and assigns:

**ALL THAT CERTAIN** Unit, designated as Lot \_\_\_\_, being a Unit in The Settlements East, a flexible planned community, situate in the Township of Manheim, County of Lancaster, and Commonwealth of Pennsylvania, as designated in Declaration of Covenants, Restrictions, Easements and Establishment of Homeowners Association for The Settlements East recorded in the Office of the Recorder of Deeds in and for the County of Lancaster, Commonwealth of Pennsylvania, on the 29<sup>th</sup> day of January 2020, at Instrument Number 6504869, as amended.

**UNDER AND SUBJECT** to any existing covenants, conditions, restrictions, rights of way, easements and agreements of record, including but not limited to the aforementioned Declaration, as amended, of record in the Office of the Recorder of Deeds for Lancaster County, Pennsylvania.

The Grantor covenants that it will warrant specially the property hereby conveyed.

*In Witness Whereof* the Grantor has executed this Deed the day and year above written.

BY: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

COMMONWEALTH OF PENNSYLVANIA :  
: SS.  
COUNTY OF LANCASTER :

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, a Notary Public, the undersigned officer, personally appeared \_\_\_\_\_, who acknowledged himself to be the \_\_\_\_\_ of \_\_\_\_\_, a Pennsylvania \_\_\_\_\_ and that he as such officer, being authorized to do so, executed the foregoing deed for the purposes therein contained by signing the name of \_\_\_\_\_ by himself as.

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

\_\_\_\_\_  
Notary Public  
My commission expires:

<p style="text-align: center;"><b>LIMITED WARRANTY SETTLEMENTS EAST</b></p>
---

**1. ONE (1) YEAR COVERAGE**

This Limited Warranty commences on the date of settlement, or the date of occupancy, whichever occurs first, and continues for a period of one (1) year from that date. **This Limited Warranty is in effect only if Builder is in receipt of entire sales price.**

**2. COVERAGE PROVIDED**

During the term of this warranty, and subject to the terms and conditions listed herein, the Seller warrants the home against defects in materials and workmanship in the following items:

- A. The Central Heating, Cooling, and Ventilation Units and their Components.
- B. The Plumbing Unit and its Components.
- C. The Electrical Unit and its Components.
- D. Structural and Finish Components.
- E. Windows, Doors, and Hardware.
- F. The Roof and its Components

The Building Industry Association of Lancaster County's Contractor Quality Commitment Program provides a booklet with approved guidelines for typical construction defect standards. (Building Industry Association 1794 Oregon Pike, Lancaster, PA 17601. 717.569.2674). These standards will be used to determine if a defect exist and the possible remedy. Should the Quality Commitment Program in any way contradict this Limited Warranty the terms of this Warranty shall take precedence.

**3. REQUEST FOR WARRANTY SERVICE**

An Owner with a Limited Warranty Complaint shall submit a clear and specific **written** request to the Builder at the address shown on this Limited Warranty. Except for an emergency, no Limited Warranty work will be performed until complaint is in writing.

**4. REMEDY**

Upon receipt of a written complaint the Seller will within a reasonable time examine an alleged defect to determine if this Limited Warranty covers it. A defect covered by this Warranty will be repaired, replaced, or replaced with item of like kind at Builder's expense. Builder reserves the right to charge the Owner a reasonable sum per service call for any request not covered under this Limited Warranty. Any repair or replacement shall not extend the Warranty term. The total liability of this Warranty is limited and shall not exceed the purchase price of the home.

**5. CONSEQUENTIAL DAMAGES**

Limited Warranty coverage does not include consequential damage or inconvenience resulting from a defect.

**6. DISCOLORING**

Repair or replacement of interior and exterior surfaces including driveways and sidewalks will be limited to the defective area. Seams and color variations are a normal consequence of repair.

**7. RIGHT OF ACCESS**

Owner must provide the Builder access to property during normal weekday business hours to perform its obligations under this Warranty. Failure to provide such access will relieve Builder of its obligations.

## **8. NON-TRANSFERABLE**

This Limited Warranty is not transferable and will terminate if property is abandoned.

## **9. EXCLUSIONS**

This Limited Warranty shall not extend to, include, or be applicable to:

- A. Damages or losses resulting from accidents, civil commotion, acts of God or Nature including but not limited to: windstorms, wind driven water, freezing, floods, sink holes, hail, lightning, fallen trees, earthquakes, explosions, fire, smoke, water escape, or changes in underground water table.
- B. Any condition which does not result in actual physical damage to the home including but not limited to: inhabitability or health risk due to presence or consequence of unacceptable levels of radon gas, mold, formaldehyde, carcinogenic substances or other pollutants and contaminants, or the presence of hazardous or toxic materials.
- C. Coverage on appliances and items of equipment including but not limited to: water heaters, pumps, stoves, ranges, ovens, refrigerators, garbage disposals, dishwashers, washer and dryers, furnaces, air conditioning units, heat pumps, and other similar items is for one (1) year or the manufacturer's written warranty period, whichever is more. Seller hereby assigns any and all manufacturer's warranties to Owner.
- D. Any soil erosion/sedimentation or storm water control management systems that are approved by a governing jurisdiction.
- E. Shrinkage, cracks or movement in concrete foundation, basement walls and slab, and garage floors, which are within normal design performance criteria.
- F. Normal and usual cracks, nail pops, twisting or movement in walls, ceiling, exterior and interior trim and finished items caused by drying, aging or shrinkage of building products.
- G. Floor squeaking and clicking noises caused by interactions among flooring, joists and subfloors when they move.
- H. Existence of a dry basement or loss or damage caused by or resulting from seepage of water. Dampness or condensation due to failure of the Owner to maintain adequate ventilation.
- I. Personal property damage or bodily injury or punitive damages.
- J. Any defect, damage, or loss which is caused or aggravated by negligence of Owner or anyone other than the Builder or his employees, agents, or subcontractors.

**GRH-2, LLC  
120 North Pointe Blvd. Suite 101  
Lancaster, PA 17601**

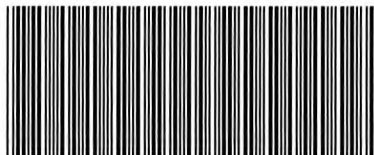
**Lancaster County**

Ann M. Hess  
Recorder of Deeds  
150 N. Queen St.  
Suite 315  
Lancaster, PA 17603  
Phone: 717-299-8238  
Fax: 717-299-8393



INSTRUMENT # : 6407325

RECORDED DATE: 07/12/2018 02:29:26 PM



3960289-0026

**LANCASTER COUNTY ROD****OFFICIAL RECORDING COVER PAGE**

Page 1 of 22

**Document Type:** EASEMENT/RIGHT OF WAY**Transaction Reference:****Document Reference:****Transaction #:** 3813549 - 4 Doc(s)**Document Page Count:** 21**Operator Id:** armers**RETURN TO: (x)**

\*\*PLEASE NOTE: Recorded documents with completed  
Cover Pages are returned via email to the email address(es)  
identified above.

Brubaker, Connaughton, Goss and Lucarelli LLC

**SUBMITTED BY: ( )**

Brubaker, Connaughton, Goss and Lucarelli LLC

**\* PROPERTY DATA:**

Parcel ID #: 390

Municipality: MANHEIM TOWNSHIP (100%)

School District: MANHEIM TOWNSHIP SD

**\* ASSOCIATED DOCUMENT(S):****FEES / TAXES:**

RECORDING FEE:

EASEMENT/RIGHT OF WAY \$13.00

CRC #6544 \$2.00

RIF #6543 \$3.00

WRIT TAX \$0.50

PA SURCHARGE #6548 \$40.25

EXTRA PAGE FEE \$34.00

**Total:** \$92.75

INSTRUMENT # : 6407325

RECORDED DATE: 07/12/2018 02:29:26 PM

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



Ann M. Hess  
Recorder of Deeds

**PLEASE DO NOT DETACH****THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT**

NOTE: If document data differs from cover sheet, document data always controls.

\*COVER PAGE DOES NOT INCLUDE ALL DATA, PLEASE SEE INDEX AND DOCUMENT AFTER RECORDING FOR ADDITIONAL INFORMATION

Prepared By  
John A. Mateyak, Esquire  
BRUBAKER CONNAUGHTON GOSS & LUCARELLI LLC  
480 New Holland Avenue, Suite 6205  
Lancaster, PA 17602  
717-945-5745

Return To  
John A. Mateyak, Esquire  
BRUBAKER CONNAUGHTON GOSS & LUCARELLI LLC  
480 New Holland Avenue, Suite 6205  
Lancaster, PA 17602  
717-945-5745

Parcel ID:                   390-17386-00000  
                                  390-83319-00000  
                                  390-33964-00000

**STORMWATER MANAGEMENT AGREEMENT  
AND DECLARATION OF EASEMENT**

**THIS AGREEMENT AND DECLARATION OF EASEMENT** made as of the 14th day of February, 2018, by and between GRH-3, LLC (hereinafter “Grantor”), a Pennsylvania limited liability company with a mailing address of 120 North Pointe Boulevard, Lancaster, Pennsylvania 17601, the SETTLEMENTS EAST HOMEOWNERS ASSOCIATION, INC. (“HOA”), a Pennsylvania non-profit corporation, with a mailing address of 120 North Pointe Boulevard, Lancaster, Pennsylvania 17601 and the TOWNSHIP OF MANHEIM, Lancaster County, Pennsylvania, a first class township duly organized under the laws of the Commonwealth of Pennsylvania, with its municipal offices located at 1840 Municipal Drive, Lancaster, Pennsylvania (hereinafter referred to as the "Township").

**BACKGROUND.**

Grantor is the legal and/or beneficial owner of premises located on the northeastern side of Landis Valley Road T-615, in Manheim Township, Lancaster County, Pennsylvania, as more specifically described in a deed recorded at Document No. 6112582 in the Office of the Recorder of Deeds in and for Lancaster County, Pennsylvania, and as shown on the Preliminary Plan for Settlements East, prepared by Robert Gabriel & Associates, Drawing or Project No. 07143-16, dated March 25, 2014, last revised, December 20, 2017 (“GRH Plan”) (hereinafter referred to as the “GRH Premises”).



Prior to the commencement of any development, Grantor is required under the Stormwater Management Ordinance of Manheim Township (the "Ordinance") to submit a stormwater management plan to the Township for approval. The Ordinance requires that the Grantor's plan reflect and/or be accompanied with supporting documentation which identifies the ownership of, and the method of administering and maintaining, all permanent stormwater management facilities. Drainage courses, swales, grassed waterways, open inlets, stormwater inlets, pipes, manholes, conduits, detention basins, retention basins, infiltration structures, and other stormwater management facilities, including Best Management Practices facilities ("BMPs") shall be included under the term "stormwater management facilities" in this Agreement and Declaration of Easement.

Grantor has obtained easements from Jason M. Hess and Mary Jane Hess and Calvary Church to construct, maintain, repair and replace certain stormwater management facilities as depicted upon the GRH Plan.

The purpose of this Agreement and Declaration of Easement is to describe the ownership and maintenance responsibilities for the stormwater management facilities which will be installed by Grantor on the Premises, and upon adjacent property owned by Jason M. Hess and Mary Jane Hess and Calvary Church and to impose the ownership and maintenance responsibilities upon Grantor, its successors and assigns, and upon successor owners of the Premises, and to set forth the rights of the Township.

NOW, THEREFORE, intending to be legally bound hereby and in consideration of receiving approval of its Stormwater Management Plan (hereinafter referred to as the "Plan") from the Board of Commissioners of Manheim Township, and in consideration of receiving permits from Manheim Township to develop the Premises, Grantor, for Grantor and the assigns and successors of Grantor, covenants and declares as follows:

1. Stormwater management facilities not dedicated to and accepted by the Township will be owned by Grantor, its successors and assigns, the stormwater management facilities on the Hess Premises will be owned by Hess, to the extent such facilities constitute real property, otherwise they shall be owned by Grantor or the HOA and their successors and assigns, and the stormwater management facilities on the Calvary Premises will be owned by Calvary, to the extent such facilities constitute real property, otherwise they shall be owned by Grantor or the HOA and their successors and assigns. Regardless of the ownership of the stormwater

management facilities, the stormwater management facilities shall be maintained, repaired and replaced by Grantor or the HOA and their successors and assigns.

2. All stormwater management facilities, shall be installed, constructed and maintained by Grantor, its successors and assigns, in a first-class condition in conformance with the GRH Plan and the Operation and Maintenance Plan (O & M Plan), and in a manner sufficient to meet or exceed the design standards and specifications set forth on the GRH Plan including any accompanying stormwater information and reports and the minimum design and maintenance standards and requirements for BMPs set forth in the Ordinance.

3. Grantor, for itself, its successors and assigns, agrees that failure to maintain all stormwater management facilities in a first-class condition in conformance with this Agreement and the GRH Plan or the failure to repair any sinkholes, cavities, cracks or holes in any storm drainage pipes, and similar conditions which may develop within or adjacent to any stormwater management facilities or drainage easements or the failure to repair any sinkholes or cavities which may be caused by the improper maintenance of stormwater management facilities or BMPs shall constitute a nuisance and shall be abatable by the Township as such.

4. Grantor, for itself, its successors and assigns, authorizes the Township, at any time and from time to time, by its authorized representatives, to enter upon the Premises to inspect the stormwater management facilities.

5. Manheim Township may require that Grantor, its successors or assigns, or any future owner or occupier of the Premises, or any part thereof, take such corrective measures as the Township may deem reasonably necessary to bring the Premises and the Stormwater Management Facilities on the Hess Premises and Calvary Premises into compliance with this Agreement and with the GRH Plan.

6. Upon the failure of the Grantor or HOA to comply with the terms of this Stormwater Management Agreement or to take corrective measures following thirty (30) days' written notice from the Township, the Township, through its authorized representatives, may take such corrective measures as it deems reasonably necessary to bring the Premises and the Stormwater Management Facilities on the Hess Premises and Calvary Premises into compliance with this Agreement and with the GRH Plan, including, but not limited to, the removal of any blockage or obstruction from drainage pipes, swales, detention basins, and BMPs, and/or the repair of any sinkholes, cavities, cracks or holes in any storm drainage pipes, and similar



conditions which may develop within or adjacent to any stormwater management facilities or drainage easements and/or the repair of any sinkholes or cavities which may be caused by the improper maintenance of stormwater management facilities or BMPs and may charge the cost thereof to Grantor or HOA, their successors and assigns, as the case may be and, in default of such payment, may cause a municipal lien to be imposed upon the Premises or any part thereof. Any municipal lien filed pursuant to this Agreement shall be in the amount of all costs incurred by the Township, plus a penalty of ten (10%) of such costs, plus the Township's reasonable attorney's fees.

7. If ownership or maintenance responsibility of the stormwater management facilities is assigned to a homeowners' association, condominium unit owners' association, or similar entity, the Township shall be notified. In the event such an association or entity has already been formed, the association or entity shall consent to and join in this Agreement. If such association or entity fails to properly maintain the stormwater management facilities, the Township shall have the same rights granted to municipalities with reference to maintenance of common open space under Section 705 of the Pennsylvania Municipalities Planning Code, Act of July 31, 1968, P.L.805, No. 247, or any future amendment thereof, to maintain the stormwater management facilities. Any association or entity hereinafter formed shall enter into an agreement with the Township recognizing its duties and the Township's rights under this Agreement.

8. Grantor hereby imposes upon the Premises for the benefit of all present and future owners of the Premises or any part of the Premises, the Township and all other property owners affected by the stormwater management facilities, the perpetual nonexclusive right, privilege and easement for the draining of stormwater in and through the drainage courses, swales, stormwater inlets, pipes, conduits, detention basins, BMPs, and other stormwater management facilities depicted on the plan or plans submitted to the Township or hereafter made of record and now or hereafter installed on or constructed upon the Premises and, in addition, easements of access to the stormwater management facilities.

9. Grantor shall include a specific reference to this Stormwater Management Agreement and Declaration of Easement and the requirement to implement BMPs and maintain BMP facilities in accordance with the minimum design standards and requirements for BMPs set forth in the Ordinance in (a) any declaration establishing the HOA and planned community it governs and (b) any deed of conveyance for the Premises or any part thereof. Failure to do so

does not relieve the owner whether past, present or future of fulfilling the requirements of this Stormwater Management Agreement and Declaration of Easement.

10. Grantor has prepared and attached hereto as Attachment 1 a summary table of all BMPs. The table includes the BMP ID, drainage area to the BMP, name of the receiving water body, the BMP's inspection/maintenance frequency, name of responsible person or organization at the time of stormwater plan approval, and the addresses or lot numbers whether the BMP is located.

11. The Stormwater Management Facilities have been designed to allow a maximum impervious surface coverage as set forth in Attachment 2 attached hereto and incorporated herein. If the owner of the Premises or any lot to be created from the Premises desires to install additional impervious surface coverage beyond that allocated to Premises or any lot created from the Premises in Attachment 2, such owner must submit an application under the Stormwater Management Ordinance in effect at such time as the application is filed and meet all applicable stormwater management regulations.

12. Grantor agrees to indemnify the Township and all of its elected and appointed officials, agents and employees (hereinafter collectively referred to as the "Indemnitees") against and hold Indemnitees harmless from any and all liability, loss or damage, including attorneys' fees and costs of investigation and defense, as a result of claims, demands, costs or judgments against Indemnitees which arise as a result of the design, installation, construction or maintenance of the stormwater management facilities.

13. The Township may, in addition to the remedies prescribed herein, proceed with any action at law or in equity to bring about compliance with the Stormwater Management Ordinance of Manheim Township and this Agreement.

14. Grantor's liability under this Agreement shall cease at such time as (a) all stormwater management facilities have been constructed in accordance with the specifications of the Manheim Township Subdivision and Land Development Ordinance, the Stormwater Management Ordinance of Manheim Township and the approved plans; (b) the stormwater management facilities have been inspected and approved by the Township Engineer; (c) all financial security, including any maintenance security, posted by Grantor has been released by the Township; and (d) Grantor has transferred all lots to be created from the Premises to third parties. Notwithstanding the foregoing, Grantor's liability shall continue for any violations of



this Agreement and Declaration of Easement which occurred during the time that Grantor owned the Premises or any lot created from the Premises or in the event the stormwater management facilities were not completed, inspected or approved as set forth in (a) through (c) herein.

15. Grantor shall, upon completion of installation of the stormwater management facilities, deposit financial security with the Township to secure the structural integrity of the stormwater management facilities as well as the functioning of the stormwater management facilities in accordance with the design and specifications of the approved plans and any modifications required by the Township. The financial security shall be in the amount of fifteen (15%) percent of the actual cost of installation of the storm water management facilities and shall have a term of not less than eighteen (18) months.

16. Grantor has prepared an O & M Plan covering all of the BMPs summarized in Attachment 1. This O & M Plan as reviewed and approved by Manheim Township and is attached hereto as Attachment 3. The O&M Plan shall be available to the Grantor and all subsequent owners for their use in learning how to operate and maintain their BMPs.

17. Grantor, its successors and assigns, shall be responsible for maintaining records of all inspections of and maintenance to BMPs and other stormwater management facilities. Grantor, its successors and assigns, shall be responsible to prepare all annual BMP and post construction stormwater management facility reports detailing the actual inspection and maintenance activities which are required by the terms of any NPDES permit or other state or federal regulation or requirement performed in the prior calendar year and submit such reports to the Township on or before March 31 of each calendar year, together with any fee which the Township may impose for the review and processing of such report. It is the responsibility of Grantor to inform successor owners of the Premises or any lot created from the Premises of this reporting requirement. The failure to submit an annual report is a violation of this Agreement. The Township may prepare any required report and recover all costs required to prepare such report from the then-owner of the Premises or any lot created from the Premises, plus a penalty of ten (10%) percent of such costs and may file a municipal claim to secure payment of such costs.

18. It is the intent of the parties to this Agreement that liability and maintenance obligations shall pass to subsequent title owners upon change in ownership of the Premises or

any lot created from the Premises, and such subsequent owners shall assume all liability and maintenance obligations for the time period during which they hold title. Liability shall remain for any violations of this Agreement and Declaration of Easement which occurred during the period in which an owner held title.

19. This Agreement and Declaration of Easement shall be binding upon Grantor, the successors and assigns of Grantor, and all present and future owners of the Premises, or any part thereof, and is intended to be recorded in order to give notice to future owners of the Premises, or any part thereof, of their duties and responsibilities with respect to the stormwater management facilities.

20. This Agreement and Declaration of Easement may be amended only by written instrument signed on behalf of all owners of the Premises and the Township.

21. When the sense so requires, words of any gender used in this Stormwater Management Agreement and Declaration of Easement shall be held to include any other gender, and words in the singular number shall be held to include the plural, and vice versa.

IN WITNESS WHEREOF, the undersigned have caused this Agreement and Declaration to be executed on the day and year first above written.

**MANHEIM TOWNSHIP**

**Lancaster County, Pennsylvania**

Attest: Susan Schaeffer  
(Assistant) Secretary

By: Albert B. Kling  
(Vice) President  
Board of Commissioners

[TOWNSHIP SEAL]



(Limited Liability Company Landowner\*\*\*)

GRH-3, LLC

Witnesses:

\_\_\_\_\_

By: Gerald R. Horst  
Gerald R. Horst, Sole Member

ATTEST:

Settlements East Homeowners Association, Inc.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: Gerald R. Horst  
Name: Gerald R. Horst  
Title: President



(TOWNSHIP ACKNOWLEDGMENT)

COMMONWEALTH OF PENNSYLVANIA :  
: SS:  
COUNTY OF LANCASTER :

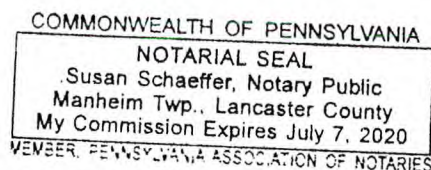
On this 6<sup>th</sup> day of March, 2018, before me, the undersigned Officer,  
a Notary Public in and for the aforesaid Commonwealth and County, personally appeared  
Albert B. Kling, who acknowledged himself / ~~herself~~ to be (Vice)  
President of the Board of Commissioners of the Township of Manheim, Lancaster County,  
Pennsylvania, and that he / ~~she~~, as such officer, being authorized to do so, executed the foregoing  
Stormwater Management Agreement and Declaration of Easement for the purposes therein  
contained by signing the name of such Township by himself / ~~herself~~ as such officer.

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

Susan Schaeffer  
Notary Public

(SEAL)

My Commission Expires:



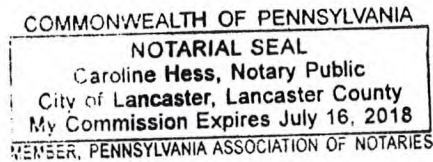
**(LIMITED LIABILITY COMPANY LANDOWNER ACKNOWLEDGMENT)**

COMMONWEALTH OF PENNSYLVANIA :  
: SS:  
COUNTY OF LANCASTER :

On this 14<sup>th</sup> day of February, 2018, before me, a Notary Public, the undersigned officer, personally appeared Gerald R. Horst, who acknowledged himself to be the sole member of GRH-3, LLC, a Pennsylvania limited liability company, and that he as such member, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of said limited liability company by himself as such member.

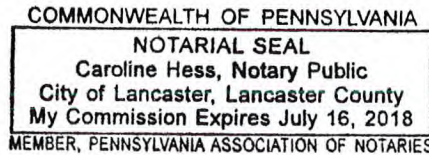
IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

(SEAL)



Caroline Hess  
Notary Public

My Commission Expires: July 16, 2018



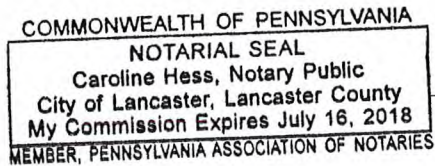
(HOMEOWNERS' ASSOCIATION ACKNOWLEDGMENT)

COMMONWEALTH OF PENNSYLVANIA :  
: SS:  
COUNTY OF LANCASTER :

On this 14<sup>th</sup> day of February, 2018, before me, a Notary Public, the undersigned officer, personally appeared Gerald R. Horst, who acknowledged himself ~~himself~~ to be the President of Settlements East Homeowners Association, Inc., a corporation, and that as such officer, being authorized to do so, acknowledged the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself ~~himself~~ as President.

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

(SEAL)



Caroline Hess  
Notary Public

My Commission Expires: July 16, 2018



**ATTACHMENT 1**

**TABLE OF BMPS**

**PROPOSED BMP**

BMP ID	DRAINAGE AREA	NAME OF RECEIVING WATER BODY	INSPECTION AND MAINTENANCE	RESPONSIBLE PERSON
BMP STORMWATER BASIN	32.61 ac.	UNNAMED TRIB. TO CONESTOGA RIVER	SEE DETAIL BELOW	ROBERT GABRIEL RLA
STREET TREES	N/A	UNNAMED TRIB. TO CONESTOGA RIVER	SEE DETAIL BELOW	ROBERT GABRIEL RLA

TITLE  
**SETTLEMENTS EAST**  
BMP EXHIBIT

**ROBERT GABRIEL &  
ASSOCIATES, INC.**

**Landscape Architecture**  
215 SOUTH BROAD STREET  
LITITZ, PA 17543

DRAWN BY: CAD

DATE: 3-1-2018

SCALE: 1"=40'

DWG. NO. 07143-16

MANHEIM TOWNSHIP,

LANCASTER COUNTY, PA

(717) 627-4885

FAX (717) 627-4886

**ATTACHMENT 2**  
**IMPERVIOUS COVERAGE**

ATTACHMENT 2  
IMPERVIOUS COVERAGE

LOT(S)	IMPERVIOUS COVERAGE*
Lots 6-9, 47, 49-52, 54-59 and 64	3,200 square feet per lot
Lot 21	3,800 square feet per lot
Lot 25	3,000 square feet per lot
Lot 37	4,500 square feet per lot
All other lots for residential development**	3,600 square feet per lot

\* Installation of impervious areas in excess of the amounts identified above will require approval from Manheim Township.

\*\* The total impervious coverage limits on Lots 1, 2, 3 and 74 shall be in addition to the impervious coverage of linear trail along Landis Valley Road.

## **ATTACHMENT 3**

### **Operation and Maintenance Plan**

1. Upon Grantor's transfer of responsibility for the Stormwater Management Facilities, to the HOA, the HOA will own (to the extent such facilities are not considered real property if the facilities are located upon property not owned by the HOA) and be responsible for the long term maintenance of all Stormwater Management Facilities upon the Hess Premises and Calvary Premises. Should there be any discrepancy between this Agreement and notes contained on the Plan, the more restrictive shall control. Regular maintenance will include the following:

(a) Inspection (four times per year and immediately after all rainfall events exceeding 3 inches) of basin, swales, Terre Kleen water quality inlets, and street trees, to assure proper maintenance and care.

(b) Liming and fertilizing vegetated channels and other areas according to specifications in the Erosion and Sedimentation Control Handbook of Lancaster County.

(c) Mowing as necessary to maintain adequate stands of grass and to control weeds. Chemical weed control may be used if state and local regulations are met.

(d) Reestablishment of vegetation by seeding and mulching or sodding of scoured areas or areas where vegetation has not been successfully established.

(e) Removal of silt and debris from all stormwater facilities and BMP in order to keep the material from building up, thus reducing their capacity and function.

(f) Removal of silt and any accumulation of debris from all permanent drainage structures and riprap aprons and repair of any damage to the structures. Repairs shall be made using material that meets or exceeds the specifications provided on the plans.

(g) In addition to the requirements above, inspect the basin for erosion and vegetation health and coverage, including checking for invasive plants and/or weeds. Any invasive plants/weeds shall be immediately removed. If vegetation is diseased or dead, it shall be replaced with similar stock. Vegetation in the bottom of the basin should be cut down at the end of the growing season to keep woody vegetation in check. Remove leaves and debris that would affect the operation of the outlet and/or the Stormwater Management Facilities. When sediment has reached a depth of six inches, the accumulated sediment shall be removed. Any



vegetation disturbed during sediment removal shall be replaced. Any erosion that has occurred shall be promptly repaired. Mulch should be replaced every 2 or 3 years. Any changes to the original design intent shall require prior approval from Manheim Township.

(h) Trees shall be maintained by pruning dead or unsightly limbs and immediately replacing with similar stock should they die.

(i) Regularly mow all swales, open spaces and basin berm and slopes to at least a 3" height and keep these areas free of any foreign debris (garbage, trash, lawn waste, etc.).

(j) Grantor and its successors shall provide notice to Hess and/or Calvary prior to initiating any major repair activities upon the Hess and/or Calvary Premises, as the case may be.

(k) In addition to Township approval, Grantor and its successors shall not materially modify, remove, fill, landscape, alter, place any structure, fill, landscaping or other obstruction into any Stormwater Management Facility upon the Hess or Calvary Premises (unless it is part of the approved maintenance program) without prior written approval of the Hess and/or Calvary, as the case may be.

(l) Downspout discharge shall honor the direction shown on the Plan. Roof drains shall not be extended to discharge directly into any street, through the curb or, directly into any storm sewer system.

(m) For Terre Kleen water quality inlet:

i. Inspection – During the first year after installation, inspections should be performed every three (3) months to determine the type and amount of pollutants in the Terre Kleen. Site and weather conditions will influence the rate of pollutant capture. A schedule of regular maintenance can then be established based upon the quarterly inspections.

ii. Measurement – A carefully lowered stadia rod or similar instrument may be used to determine the amount of captured sediment.

iii. Pollutant Removal – Access to both the primary and grit chambers is provided by manhole openings. The gross pollutants, such as litter and the oil absorption booms, or the Terre microbes should be removed first. A vacuum truck or similar equipment is

then utilized to remove the water and the sediment. Disposal of all of the removed pollutants should be properly documented in accordance with all applicable regulations. Removal may be done any time after a rain event.

iv. Proper Documentation – Grantor, and its successors shall log dates and results of each inspection; proposed and installed repairs, renovations, improvements; type and amount of captured pollutants; procedure for disposal of pollutants; preparation and submittal of reports.

v. Other Responsibilities – Grantor and its successors shall keep sparks and flames away from the Terre Kleen unit at all times, as it may contain flammable material. The Terre Kleen unit is designated for inspection and cleaning from grade. If confined entry is necessary, OSHA regulations stipulate that only trained and certified personnel using approved equipment and procedures may enter the structure; manhole covers and inlet grates must be replaced securely to their frames after inspection or maintenance.

vi. Contact Information – Grantor and its successors may contact Terre Hill Stormwater Systems for assistance in maintaining the Terre Kleen water quality inlets.

(n) Grantor and its successors shall provide a written report to the Township of inspection and maintenance activities for all BMPs as the Township requires. Grantor and its successors shall provide copies of written reports concerning the Stormwater Management Facilities submitted to the Township, concurrently to Hess and Calvary.



**JOINDER/CONSENT OF MORTGAGEE**

**Fulton Bank N.A.** ("Mortgagee"), as holder of a certain Open-End Mortgage, Security Agreement and Fixture Filing on the within-described Property granted by GRH-3, LLC, dated December 21, 2011, and recorded December 22, 2011, in the Recorder of Deeds' Office in and for Lancaster County, Pennsylvania, to Document No. 5969745, as well as any other mortgages or security interests which Mortgagee may now or hereafter hold on the Property (all such mortgages and security interests hereinafter collectively referred to as the "Mortgages"), joins in, consents to and expressly approves the grant of the rights and privileges, and the obligations associated therewith, described in the attached Stormwater Management Agreement and Declaration of Easement (the "Agreement").

The Mortgagee, for itself, its successors and assigns (which shall include any assignee of the Mortgages and any purchaser of the GRH Premises at a sale in foreclosure of the Mortgages or otherwise), hereby covenants and agrees that the rights and privileges herein granted with respect to the Property, and all obligations associated therewith, shall not be terminated or disturbed by reason of any foreclosure or other action which may be instituted by the Mortgagee, its successors and assigns, as a result of any default under the Mortgages or the debt instruments that such Mortgages secure. Mortgagee by consenting to the Deed shall not by virtue of its interest as Mortgagee be deemed to have undertaken any of the obligations of the Grantee pursuant to the Easement, including but not limited to construction, maintenance, or inspection. The execution of this Joinder by Mortgagee shall not be deemed or construed to have the effect of creating between Mortgagee or any other party to the Easement the relationship of partnership or of joint venture.

IN WITNESS WHEREOF, Mortgagee consents to the execution of the Deed as of this 16<sup>th</sup> day of FEBRUARY 2018.

FULTON BANK N.A.

Attest: Mark B. Smith

Printed Name: MARK B. SMITH

Printed Title: ASST. SEC.

By: [Signature]

Printed Name: Ryan C. Mowery

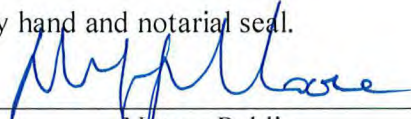
Printed Title: Vice President



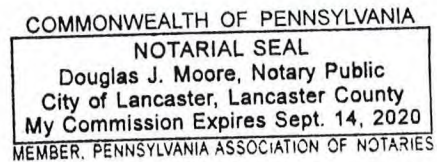
COMMONWEALTH OF PENNSYLVANIA )  
 ) SS:  
COUNTY OF LANCASTER )

On this, the 16<sup>th</sup> day of FEBRUARY, 2018, before me, a notary public, the undersigned officer, personally appeared RYAN MOWERY, who acknowledged himself/herself to be VICE PRESIDENT of **Fulton Bank N.A.**, and that as such officer being authorized to do so, acknowledged the foregoing instrument for the purposes therein contained by signing the name of **Fulton Bank N.A.** by himself/herself as VICE PRESIDENT.

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

  
\_\_\_\_\_  
Notary Public

My Commission Expires: 9-14-20





**pennsylvania**  
DEPARTMENT OF REVENUE

Bureau of Individual Taxes  
PO BOX 280603  
Harrisburg, PA 17128-0603

# REALTY TRANSFER TAX STATEMENT OF VALUE

See reverse for instructions.

## RECORDER'S USE ONLY

State Tax Paid

Book Number

Page Number

Date Recorded

Complete each section and file in duplicate with Recorder of Deeds when (1) the full value/consideration is not set forth in the deed, (2) the deed is without consideration or by gift, or (3) a tax exemption is claimed. If more space is needed, please attach additional sheets. A Statement of Value (SOV) is not required if the transfer is wholly exempt from tax based on family relationship or public utility easement. However, it is recommended that a SOV accompany all documents filed for recording.

### A. CORRESPONDENT – All inquiries may be directed to the following person:

Name John A. Mateyak, Esquire - Brubaker Connaughton Goss & Lucarelli LLC		Telephone Number: (717) 945-5745	
Mailing Address 480 New Holland Avenue, Suite 6205	City Lancaster	State PA	ZIP Code 17602

### B. TRANSFER DATA

Date of Acceptance of Document 07 / 14 / 2018			
Grantor(s)/Lessor(s) GRH-3, LLC and Settlements East	Telephone Number: (717) 560-9095	Grantee(s)/Lessee(s) Township of Manheim	Telephone Number: (717) 569-6406
Mailing Address Homeowner's Association, Inc. 120 North Pointe Boulevard		Mailing Address Homeowners Association, Inc. 1840 Municipal Drive	
City Lancaster	State PA	ZIP Code 17601	
		City Lancaster	State PA
		ZIP Code 17601	

### C. REAL ESTATE LOCATION

Street Address Stormwater Easement North Landis Valley Road		City, Township, Borough Manheim Township	
County Lancaster	School District Manheim Township School District	Tax Parcel Number P/O 390-1738600000, 390-833190000 & 390-3396400000	

### D. VALUATION DATA

Was transaction part of an assignment or relocation? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N		
1. Actual Cash Consideration 1.00	2. Other Consideration +0.00	3. Total Consideration = 1.00
4. County Assessed Value Not Separately Assessed	5. Common Level Ratio Factor x 1.00	6. Fair Market Value = Not Separately Assessed

### E. EXEMPTION DATA - Refer to instructions for exemption status.

1a. Amount of Exemption Claimed \$ 100%	1b. Percentage of Grantor's Interest in Real Estate 100.00 %	1c. Percentage of Grantor's Interest Conveyed 0.00 %
--	---	---

### 2. Check Appropriate Box Below for Exemption Claimed.

- ☐ Will or intestate succession. \_\_\_\_\_ (Name of Decedent) \_\_\_\_\_ (Estate File Number)
- ☐ Transfer to a trust. (Attach complete copy of trust agreement identifying all beneficiaries.)
- ☐ Transfer from a trust. Date of transfer into the trust \_\_\_\_\_  
If trust was amended attach a copy of original and amended trust.
- ☐ Transfer between principal and agent/straw party. (Attach complete copy of agency/straw party agreement.)
- ☐ Transfers to the commonwealth, the U.S. and instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.)
- ☐ Transfer from mortgagor to a holder of a mortgage in default. (Attach copy of mortgage and note/assignment.)
- ☐ Corrective or confirmatory deed. (Attach complete copy of the deed to be corrected or confirmed.)
- ☐ Statutory corporate consolidation, merger or division. (Attach copy of articles.)
- ☒ Other (Please explain exemption claimed.) Document is Stormwater Management Agreement and Declaration of Easement to the Township. There is no transfer of real estate and therefore no realty transfer tax is due.

**Under penalties of law, I declare that I have examined this statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.**

Signature of Correspondent or Responsible Party Brubaker Connaughton Goss & Lucarelli LLC By: <i>John A. Mateyak</i>	Date 07/12/18
--	------------------

**FAILURE TO COMPLETE THIS FORM PROPERLY OR ATTACH REQUESTED DOCUMENTATION MAY RESULT IN THE RECORDER'S REFUSAL TO RECORD THE DEED.**



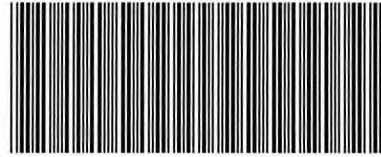
**Lancaster County**

Ann M. Hess  
Recorder of Deeds  
150 N. Queen St.  
Suite 315  
Lancaster, PA 17603  
Phone: 717-299-8238  
Fax: 717-299-8393



INSTRUMENT # : 6407324

RECORDED DATE: 07/12/2018 02:29:25 PM



3960288-0025-

**LANCASTER COUNTY ROD****OFFICIAL RECORDING COVER PAGE**

Page 1 of 16

**Document Type:** EASEMENT/RIGHT OF WAY**Transaction Reference:****Document Reference:****Transaction #:** 3813549 - 4 Doc(s)**Document Page Count:** 15**Operator Id:** armers**RETURN TO: (x)**

\*\*PLEASE NOTE: Recorded documents with completed  
Cover Pages are returned via email to the email address(es)  
identified above.

Brubaker, Connaughton, Goss and Lucarelli LLC

**SUBMITTED BY: ()**

Brubaker, Connaughton, Goss and Lucarelli LLC

**\* PROPERTY DATA:**

Parcel ID #: 390-1738600000

390-8331900000

Municipality: MANHEIM TOWNSHIP (100%)

MANHEIM TOWNSHIP (0%)  
(0%)

School District: MANHEIM TOWNSHIP SD

MANHEIM TOWNSHIP SD

**\* ASSOCIATED DOCUMENT(S):****FEES / TAXES:**

RECORDING FEE:

EASEMENT/RIGHT OF WAY	\$13.00
CRC #6544	\$2.00
RIF #6543	\$3.00
WRIT TAX	\$0.50
PA SURCHARGE #6548	\$40.25
EXTRA PAGE FEE	\$22.00
STATE RTT	\$550.00
MANHEIM TOWNSHIP	\$275.00
MANHEIM TOWNSHIP SD	\$275.00
<b>Total:</b>	<b>\$1,180.75</b>

INSTRUMENT # : 6407324

RECORDED DATE: 07/12/2018 02:29:25 PM

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



**Ann M. Hess**  
Recorder of Deeds

**PLEASE DO NOT DETACH****THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT**

NOTE: If document data differs from cover sheet, document data always controls.

\*COVER PAGE DOES NOT INCLUDE ALL DATA, PLEASE SEE INDEX AND DOCUMENT AFTER RECORDING FOR ADDITIONAL INFORMATION

3

Prepared By and Return to  
John A. Mateyak, Esquire  
BRUBAKER CONNAUGHTON GOSS & LUCARELLI LLC  
480 New Holland Avenue, Suite 6205  
Lancaster, PA 17602  
717-945-5745

Parcel ID: 390-17386-00000  
390-83319-00000

### **STORMWATER ACCESS EASEMENT AGREEMENT**

**THIS AGREEMENT** made as of the 2nd day of July, 2017, by and between GRH-3, LLC (hereinafter "GRH"), a Pennsylvania limited liability company with a mailing address of 120 North Pointe Boulevard, Lancaster, Pennsylvania 17601, the SETTLEMENTS EAST HOMEOWNERS ASSOCIATION, INC. ("HOA"), a Pennsylvania non-profit corporation, with a mailing address of 120 North Pointe Boulevard, Lancaster, Pennsylvania 17601 and JASON M. HESS AND MARY JANE HESS ("Hess"), having a mailing address of 1112 Hunsicker Road, Lancaster, Pennsylvania 17601.

#### **BACKGROUND.**

GRH is the legal and/or beneficial owner of premises located on the northeastern side of Landis Valley Road T-615, in Manheim Township, Lancaster County, Pennsylvania, as more specifically described in a deed recorded at Document No. 6112582 in the Office of the Recorder of Deeds in and for Lancaster County, Pennsylvania, and as shown on the plan for Settlements East, prepared by Robert Gabriel & Associates, Drawing or Project No. 07143-16, dated March 25, 2014, last revised, April 2, 2018 ("GRH Plan") (hereinafter referred to as the "GRH Premises").

Hess is the owner of real property adjoining the GRH Premises to the north, known as 1112 Hunsicker Road, as more fully described in a deed recorded at Document Identification No. 6275140, in the Office of the Recorder of Deeds in and for Lancaster County, Pennsylvania and as shown on the GRH Plan (hereinafter referred to as the "Hess Premises").

GRH now desires to build a development on the GRH Premises consisting of residential dwellings, with certain stormwater easements/improvements on the Hess Premises. This



Agreement shall establish the rights and obligations with regard to storm water management facilities located on the Hess Premises.

Prior to the commencement of any development, GRH is required under the Stormwater Management Ordinance of Manheim Township (the "Ordinance") to submit a stormwater management plan to Manheim Township (the "Township") for approval. The Ordinance requires that GRH make provision for the ownership of, and the method of administering and maintaining, all permanent stormwater management facilities. Drainage courses, swales, grassed waterways, open inlets, stormwater inlets, pipes, manholes, conduits, detention basins, retention basins, infiltration structures, and other stormwater management facilities, including Best Management Practices facilities ("BMPs") depicted upon the GRH Plan shall be included under the term "Stormwater Management Facilities" in this Agreement. The Ordinance requires GRH to enter a Stormwater Management Agreement and Declaration of Easement with the Township ("Township Agreement") to describe ownership and maintenance responsibilities for all Stormwater Management Facilities to be constructed by GRH.

The purpose of this Agreement is to grant GRH the right to construct the Stormwater Management Facilities, discharge stormwater in accordance with the GRH Plan and to describe the ownership and maintenance responsibilities for the stormwater management facilities which will be installed on the Hess Premises and to impose the ownership and maintenance responsibilities upon GRH, its successors and assigns, and upon the HOA.

NOW, THEREFORE, intending to be legally bound hereby and for good and valuable consideration, the receipt of which is hereby acknowledged, GRH, Hess and the HOA and their respective assigns and successors, covenant and agree as follows:

1. The Stormwater Management Facilities on the Hess Premises will be owned by Hess, to the extent such facilities constitute real property, otherwise they shall be owned by GRH or the HOA and their successors and assigns. Regardless of the ownership of the Stormwater Management Facilities, the Stormwater Management Facilities shall be maintained, repaired and replaced by GRH or the HOA and their successors and assigns.

All Stormwater Management Facilities, shall be installed, constructed and maintained by GRH, its successors and assigns, in a first-class condition in conformance with the GRH Plan, as approved by the Board of Commissioners of Manheim Township, and in a manner sufficient to meet or exceed the design standards and specifications set

forth on the GRH Plan. GRH or the HOA, its successors and assigns, shall be responsible for performing the foregoing maintenance and for implementing BMPs and maintaining BMP facilities as required by the Ordinance.

2. Upon GRH's transfer of responsibility for the Stormwater Management Facilities, to the HOA, the HOA will own (to the extent such facilities are not considered real property if the facilities are located upon property not owned by the HOA) and be responsible for the long term maintenance of all Stormwater Management Facilities upon the Hess Premises. Should there be any discrepancy between this Agreement and notes contained on the GRH Plan, the more restrictive shall control. Regular maintenance will include all maintenance items identified in the Township Agreement. GRH and its successors shall provide notice to Hess prior to initiating any major repair activities upon the Hess Premises. In addition to Township approval, GRH and its successors shall not materially modify, remove, fill, landscape, alter, place and structure, fill, landscaping or other obstruction into any Stormwater Management Facility upon the Hess Premises (unless it is part of the approved maintenance program) without prior written approval of Hess. GRH and its successors shall provide copies of written reports concerning the Stormwater Management Facilities submitted to the Township, concurrently to Hess.

3. GRH, for itself, its successors and assigns, agrees that the failure to maintain all Stormwater Management Facilities in a first-class condition in conformance with the Township Agreement and the GRH Plan or the failure to repair any sinkholes, cavities, cracks or holes in any storm drainage pipes, and similar conditions which may develop within or adjacent to any Stormwater Management Facilities or drainage easements or the failure to repair any sinkholes or cavities which may be caused by the improper maintenance of Stormwater Management Facilities or BMPs shall constitute a nuisance and may be abatable by Hess as such after thirty (30) days written notice and opportunity to cure. Thereafter, Hess may recover the cost thereof, including reasonable attorney's fees, from GRH or HOA, their successors and assigns, as the case may be.

4. Hess, for themselves, their personal representatives, heirs, grantees and assigns, authorizes GRH, the HOA and the Township, by their authorized representatives, to enter upon the Hess Premises to inspect, repair, maintain and replace the Stormwater Management Facilities located thereon to ensure the structural integrity and functioning of the Stormwater Management Facilities in accordance with the design and specifications of the GRH Plan. The Township shall



be considered a third party beneficiary of this Agreement..

5. GRH and the HOA shall perform all work upon the Hess Premises in a first class and workmanlike manner, and shall promptly repair any damage or disturbance caused to the Hess Premises at the sole cost and expense of GRH or the HOA, as applicable. Nothing in this Paragraph shall require GRH or the HOA to repair, restore or replace any improvements, trees, shrubs or similar landscaping, constructed or placed within the easement area over the Hess Premises. GRH and the HOA shall construct and maintain the Stormwater Management Facilities upon the Hess Premises in a manner to permit the passage of reasonably sized agricultural equipment over or around the Stormwater Management Facilities.

6. Hess hereby imposes upon that portion of the Hess Premises more particularly described on Exhibit "A" and as shown on the drawing attached as Exhibit "B", for the benefit of all present and future owners of the Hess Premises, the GRH Premises or parts thereof, and the HOA, the perpetual right, privilege and easement solely for the draining of storm water in and through only those Stormwater Management Facilities depicted upon the GRH Plan, and for inspecting, maintaining, using, repairing and replacing such Stormwater Management Facilities.

7. GRH shall include a specific reference to this Agreement and the requirement to implement the Stormwater Management Facilities upon the Hess Premises in accordance with the minimum design standards and requirements set forth on the GRH Plan in any declaration establishing the HOA and planned community it governs.

8. GRH agrees to indemnify, Hess, (hereinafter referred to as the "Indemnitees") against and hold Indemnitees harmless from any and all liability, loss or damage, including attorneys' fees and costs of investigation and defense, as a result of claims, demands, costs or judgments against Indemnitees which arise as a result of the design, installation, construction or maintenance of the Stormwater Management Facilities, but as to maintenance, subject to the provisions of Paragraphs 10 and 11 below.

9. Hess may, in addition to the remedies prescribed herein, proceed with any action at law or in equity against GRH or the HOA (as the case may be) to bring about compliance with this Agreement.

10. GRH's liability under this Agreement shall cease at such time as (a) all Stormwater Management Facilities have been constructed in accordance with the specifications



of the Manheim Township Subdivision and Land Development Ordinance, the Stormwater Management Ordinance of Manheim Township and the GRH Plan; (b) the Stormwater Management Facilities have been inspected and approved by the Township Engineer; and (c) GRH has transferred responsibility for the Stormwater Management Facilities to the HOA. Notwithstanding the foregoing, GRH's liability shall continue for any violations of this Agreement which occurred prior to the transfer of responsibility to the HOA.

11. It is the intent of the parties to this Agreement that liability and maintenance obligations shall pass to the HOA and that the HOA shall assume all liability and maintenance obligations as aforesaid. The HOA shall be responsible for all maintenance and other obligations of GRH under this Agreement, including the obligation to indemnify and hold Hess harmless from all liability relating to maintenance in accordance with Paragraph 8 herein, from the date upon which GRH records of a certificate of completion for the Stormwater Management Facilities in accordance with the Planned Community Act (68 Pa. C.S. 5101 et seq).

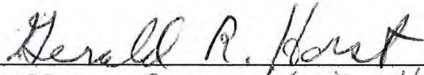
12. This Agreement shall be binding upon GRH, the HOA, Hess and their respective successors, personal representatives, heirs, and assigns, and all present and future owners of the GRH Premises and the Hess Premises, or any part thereof and is intended to be recorded in order to give notice to future owners of the GRH Premises of their duties and responsibilities with respect to the Stormwater Management Facilities constructed thereon.

13. This Agreement may be amended only by written instrument signed by GRH (during any period that it has responsibility pursuant to paragraph 10 hereof), the HOA, on behalf of itself from and after it assumes responsibility for maintaining the Stormwater Management Facilities on behalf of all other owners of the GRH Premises or portions thereof, the Township and Hess.

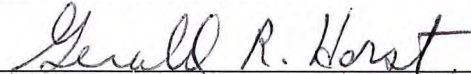
14. When the sense so requires, words of any gender used in this Agreement shall be held to include any other gender, and words in the singular number shall be held to include the plural, and vice versa.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed the day and year first above written.


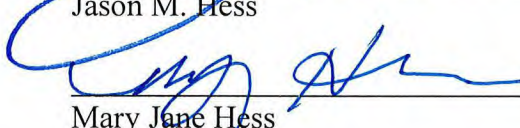
**GRH-3, LLC**

  
Print Name: Gerald R. Horst  
Title: sole member

**SETTLEMENTS EAST HOMEOWNERS ASSOCIATION, INC.**

  
Print Name: Gerald R. Horst  
Title: president

**HESS**

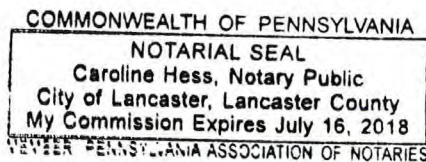
  
Jason M. Hess  
  
Mary Jane Hess

**(LIMITED LIABILITY COMPANY LANDOWNER ACKNOWLEDGEMENT)**

COMMONWEALTH OF PENNSYLVANIA :  
: SS  
COUNTY OF LANCASTER :

On this 27<sup>th</sup> day of July, 2017, before me, a Notary Public, the undersigned officer, personally appeared Gerald R. Horst, who acknowledged himself to be the sole member of GRH-3, LLC, a Pennsylvania limited liability company, and that he as such member, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of said limited liability company by himself as such member.

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



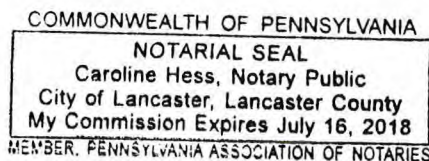
Caroline Hess  
Notary Public  
My Commission Expires: July 16, 2018

**(HOMEOWNERS ASSOCIATION ACKNOWLEDGEMENT)**

COMMONWEALTH OF PENNSYLVANIA :  
: SS  
COUNTY OF LANCASTER :

On this 27<sup>th</sup> day of July, 2017, before me, a Notary Public, the undersigned officer, personally appeared Gerald R. Horst, who acknowledged himself/herself to be President of SETTLEMENTS EAST HOMEOWNERS ASSOCIATION, INC., a Pennsylvania non-profit corporation, and that he/she as President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself / herself as President.

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



Caroline Hess  
Notary Public  
My Commission Expires: July 16, 2018

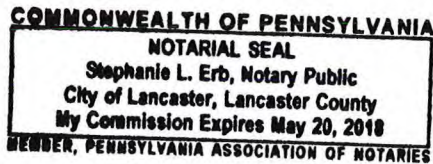


(HESS ACKNOWLEDGEMENT)

COMMONWEALTH OF PENNSYLVANIA :  
: SS  
COUNTY OF LANCASTER :

On this 2nd day of July, 2017, before me, a Notary Public,  
the undersigned officer, personally appeared JASON M. HESS AND MARY JANE HESS,  
husband and wife, executed the foregoing instrument for the purposes therein contained.

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



  
Notary Public  
My Commission Expires:

# WEBER SURVEYORS, INC.

931 STONY BATTERY ROAD  
LANDISVILLE, PENNSYLVANIA 17538  
PHONE: (717) 898-9466  
FAX: (717) 898-9567

Legal Description  
Settlements East  
Drainage Easement – Hess  
Manheim Township, Lancaster County

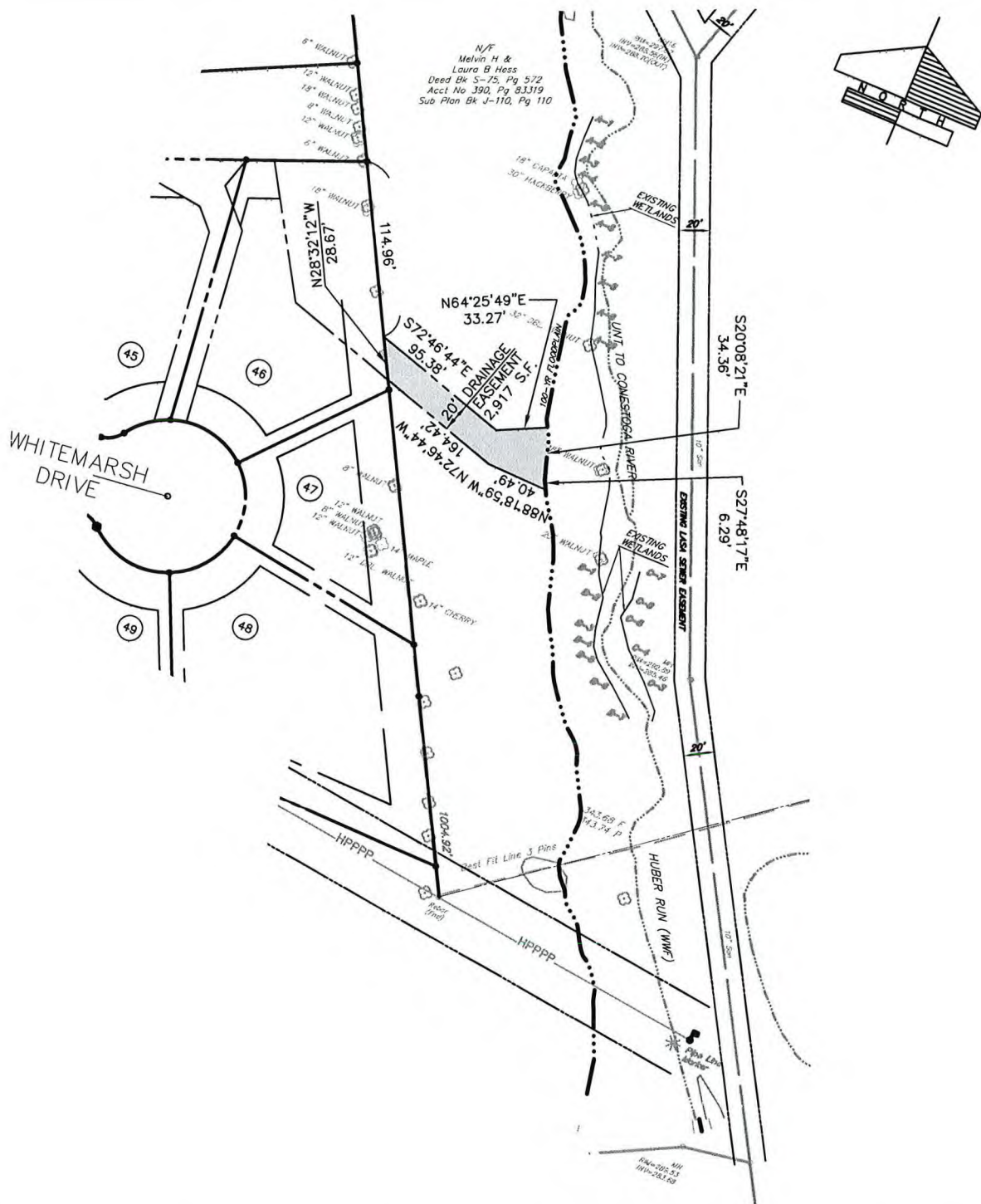
June 26, 2017

ALL THAT CERTAIN drainage easement extending through lands of Melvin H. & Laura B. Hess, located in Manheim Township, Lancaster County, Pennsylvania, as shown on an Easement Exhibit for Settlements East, prepared by Robert Gabriel & Associates, Inc., dated June 26, 2017, said easement being more fully bounded and described as follows:

BEGINNING at a point in line of Lot 46, Settlements East, said point being located South twenty-eight (28) degrees thirty-two (32) minutes twelve (12) seconds East, a distance of one hundred fourteen and ninety-six hundredths (114.96) feet from the Northeast corner of Lot 46; thence extending through lands of Melvin H. & Laura B. Hess the six following courses and distances: [1] South seventy-two (72) degrees forty-six (46) minutes forty-four (44) seconds East, a distance of ninety-five and thirty-eight hundredths (95.38) feet to a point; [2] North sixty-four (64) degrees twenty-five (25) minutes forty-nine (49) seconds East, a distance of thirty-three and twenty-seven hundredths (33.27) feet to a point; [3] South twenty-five (20) degrees eight (08) minutes twenty-one (21) seconds East, a distance of thirty-four and thirty-six hundredths (34.36) feet to a point; [4] South twenty-seven (27) degrees forty-eight (48) minutes seventeen (17) seconds East, a distance of six and twenty-nine hundredths (6.29) feet to a point; [5] North eighty-eight (88) degrees eighteen (18) minutes fifty-nine (59) seconds West, a distance of forty and forty-nine hundredths (40.49) feet to a point; and [6] North seventy-two (72) degrees forty-six (46) minutes forty-four (44) seconds West, a distance of eighty-five and fifty-five hundredths (85.55) feet to a point in line of Lot 46; thence extending along the same, North twenty-eight (28) degrees thirty-two (32) minutes twelve (12) seconds West, a distance of twenty-eight and sixty-seven hundredths (28.67) feet to the place of BEGINNING.

CONTAINING 2,917 Square Feet

Exhibit A



TITLE  
**SETTLEMENTS EAST**  
 EASEMENT EXHIBIT

MANHEIM TOWNSHIP,

LANCASTER COUNTY, PA

**ROBERT GABRIEL &  
 ASSOCIATES, INC.**

Landscape Architecture  
 215 SOUTH BROAD STREET  
 LITITZ, PA 17543

(717) 627-4885

FAX (717) 627-4886

DRAWN BY: CAD

DATE: 6-26-2017

SCALE: 1"=100'

DWG. NO. 07143-16

Exhibit B



**JOINDER/CONSENT OF MORTGAGEE**

**Fulton Bank N.A.** ("Mortgagee"), as holder of a certain Open-End Mortgage, Security Agreement and Fixture Filing on the within-described Property granted by GRH-3, LLC, dated December 21, 2011, and recorded December 22, 2011, in the Recorder of Deeds' Office in and for Lancaster County, Pennsylvania, to Document No. 5969745, as well as any other mortgages or security interests which Mortgagee may now or hereafter hold on the Property (all such mortgages and security interests hereinafter collectively referred to as the "Mortgages"), joins in, consents to and expressly approves the grant of the rights and privileges, and the obligations associated therewith, described in the attached Stormwater Access Easement Agreement (the "Agreement").

The Mortgagee, for itself, its successors and assigns (which shall include any assignee of the Mortgages and any purchaser of the GRH Premises at a sale in foreclosure of the Mortgages or otherwise), hereby covenants and agrees that the rights and privileges herein granted with respect to the Property, and all obligations associated therewith, shall not be terminated or disturbed by reason of any foreclosure or other action which may be instituted by the Mortgagee, its successors and assigns, as a result of any default under the Mortgages or the debt instruments that such Mortgages secure. Mortgagee by consenting to the Deed shall not by virtue of its interest as Mortgagee be deemed to have undertaken any of the obligations of the Grantee pursuant to the Easement, including but not limited to construction, maintenance, or inspection. The execution of this Joinder by Mortgagee shall not be deemed or construed to have the effect of creating between Mortgagee or any other party to the Easement the relationship of partnership or of joint venture.

IN WITNESS WHEREOF, Mortgagee consents to the execution of the Deed as of this 16<sup>th</sup> day of FEBRUARY 2018.

Attest: Mark B. Smith

Printed Name: MARK B. SMITH

Printed Title: ASST. SEC.

FULTON BANK N.A.

By: Ryan L. Morvey

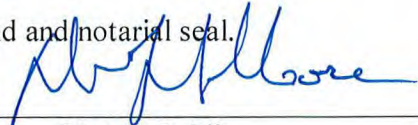
Printed Name: Ryan L. Morvey

Printed Title: Vice President

COMMONWEALTH OF PENNSYLVANIA )  
 ) SS:  
COUNTY OF LANCASTER )

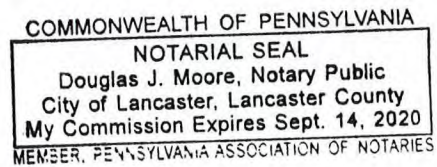
On this, the 16<sup>th</sup> day of FEBRUARY, 2018, before me, a notary public, the undersigned officer, personally appeared RYAN MOWERY, who acknowledged himself/herself to be VICE PRESIDENT of **Fulton Bank N.A.**, and that as such officer being authorized to do so, acknowledged the foregoing instrument for the purposes therein contained by signing the name of **Fulton Bank N.A.** by himself/herself as VICE PRESIDENT.

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



Notary Public

My Commission Expires: 9-14-20





MERS/Min No 100392411201184597  
VRU 888.679.6377  
00807059873 HESS

Prepared By and Return to  
John A. Mateyak, Esquire  
BRUBAKER CONNAUGHTON GOSS &  
LUCARELLI LLC  
480 New Holland Avenue, Suite 6205  
Lancaster, PA 17602

**CONSENT BY MORTGAGEE**

MERS AS NOMINEE FOR FAIRWAY INDEPENDENT MORTGAGE CORPORATION, ISAOA ("Mortgagee"), as holder of a certain mortgage on the within-described Premises, which mortgage, in the amount \$417,000.00, is dated July 5, 2016, and is recorded July 6, 2016 at Document Number 6275142 in the Recorder of Deeds Office in and for Lancaster County, Pennsylvania, as well as any other mortgages which Mortgagee may now or hereafter hold on the Premises (all such mortgages hereinafter collectively referred to as the "Mortgages"), consents to, and expressly approves the grant of easements and other rights and privileges described in the attached Storm water Access Easement Agreement (the "Agreement").

The Mortgagee, for itself, its successors and assigns (which shall include any assignee of the Mortgages and any purchaser of the Premises at a sale in foreclosure of the Mortgages or otherwise), hereby covenants and agrees that the rights and privileges herein granted with respect to the Premises shall not be terminated or disturbed by reason of any foreclosure or other action which may be instituted by the Mortgagee, its successors and assigns, as a result of any default under the Mortgages or the debt instruments that such Mortgages secure. Mortgagee by consenting to the Agreement shall not by virtue of its interest as Mortgagee be deemed to have undertaken any of the obligations of the Grantor under the Agreement, including but not limited to construction, maintenance, inspection or indemnification.

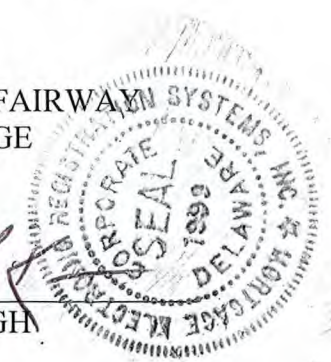
IN WITNESS WHEREOF, Mortgagee hereby joins in the execution of the Agreement as of this 27th day of June, 2018.

ATTEST:

MERS AS NOMINEE FOR FAIRWAY INDEPENDENT MORTGAGE CORPORATION, ISAOA

By: [Signature]  
Name: Carolyn McAuley  
Title: Vice President

By: [Signature]  
MARK F. KELBAUGH  
VICE PRESIDENT



STATE OF NEW JERSEY

:

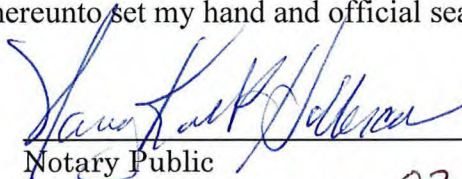
: SS

COUNTY OF MERCER

:

On this 27<sup>th</sup> day of June, 2018, before me, a Notary Public, the undersigned officer, personally appeared MARK F. KELBAUGH, who acknowledged himself/herself to be VICE PRESIDENT of MERS AS NOMINEE FOR FAIRWAY INDEPENDENT MORTGAGE CORPORATION, ISAOA, a corporation, and that he/she as VICE PRESIDENT, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

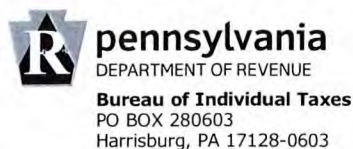
IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



Notary Public

My Commission Expires: 03/23/21





# REALTY TRANSFER TAX STATEMENT OF VALUE

See reverse for instructions.

**RECORDER'S USE ONLY**

State Tax Paid

Book Number

Page Number

Date Recorded

Complete each section and file in duplicate with Recorder of Deeds when (1) the full value/consideration is not set forth in the deed, (2) the deed is without consideration or by gift, or (3) a tax exemption is claimed. If more space is needed, please attach additional sheets. A Statement of Value (SOV) is not required if the transfer is wholly exempt from tax based on family relationship or public utility easement. However, it is recommended that a SOV accompany all documents filed for recording.

**A. CORRESPONDENT** – All inquiries may be directed to the following person:

Name John A. Mateyak, Esquire - Brubaker Connaughton Goss & Lucarelli LLC		Telephone Number: (717) 945-5745	
Mailing Address 480 New Holland Avenue, Suite 6205	City Lancaster	State PA	ZIP Code 17602

**B. TRANSFER DATA**

Date of Acceptance of Document 07 / 02 / 2017			
Grantor(s)/Lessor(s) Jason M. Hess and Mary Jane Hess	Telephone Number: (717) 299-5251	Grantee(s)/Lessee(s) GRH-3, LLC & Settlements East	Telephone Number: (717) 560-9095
Mailing Address 1112 Hunsicker Road		Mailing Address Homeowners Association, Inc. 120 North Pointe Boulevard	
City Lancaster	State PA	ZIP Code 17601	City Lancaster
			State PA
			ZIP Code 17601

**C. REAL ESTATE LOCATION**

Street Address Stormwater Easement North Landis Valley Road		City, Township, Borough Manheim Township	
County Lancaster	School District Manheim Township School District	Tax Parcel Number P/O 390-1738600000 & 390-833190000	

**D. VALUATION DATA**

Was transaction part of an assignment or relocation? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N		
1. Actual Cash Consideration 55,000.00	2. Other Consideration + 0.00	3. Total Consideration = 55,000.00
4. County Assessed Value Not Separately Assessed	5. Common Level Ratio Factor x 1.00	6. Fair Market Value = Not Separately Assessed

**E. EXEMPTION DATA** - Refer to instructions for exemption status.

1a. Amount of Exemption Claimed \$ 0.00	1b. Percentage of Grantor's Interest in Real Estate 100.00 %	1c. Percentage of Grantor's Interest Conveyed 0.00 %
--	---	---

**2. Check Appropriate Box Below for Exemption Claimed.**

- ☐ Will or intestate succession. \_\_\_\_\_ (Name of Decedent) \_\_\_\_\_ (Estate File Number)
- ☐ Transfer to a trust. (Attach complete copy of trust agreement identifying all beneficiaries.)
- ☐ Transfer from a trust. Date of transfer into the trust \_\_\_\_\_  
If trust was amended attach a copy of original and amended trust.
- ☐ Transfer between principal and agent/straw party. (Attach complete copy of agency/straw party agreement.)
- ☐ Transfers to the commonwealth, the U.S. and instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.)
- ☐ Transfer from mortgagor to a holder of a mortgage in default. (Attach copy of mortgage and note/assignment.)
- ☐ Corrective or confirmatory deed. (Attach complete copy of the deed to be corrected or confirmed.)
- ☐ Statutory corporate consolidation, merger or division. (Attach copy of articles.)
- ☐ Other (Please explain exemption claimed.) \_\_\_\_\_

**Under penalties of law, I declare that I have examined this statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.**

Signature of Correspondent or Responsible Party Brubaker Connaughton Goss & Lucarelli LLC By: <i>John A. Mateyak</i>	Date 07/12/18
--	------------------

**FAILURE TO COMPLETE THIS FORM PROPERLY OR ATTACH REQUESTED DOCUMENTATION MAY RESULT IN THE RECORDER'S REFUSAL TO RECORD THE DEED.**

**Lancaster County**

Ann M. Hess  
Recorder of Deeds  
150 N. Queen St.  
Suite 315  
Lancaster, PA 17603  
Phone: 717-299-8238  
Fax: 717-299-8393



INSTRUMENT # : 6407323

RECORDED DATE: 07/12/2018 02:29:24 PM



3960285-0024W

**LANCASTER COUNTY ROD****OFFICIAL RECORDING COVER PAGE**

Page 1 of 16

**Document Type:** EASEMENT/RIGHT OF WAY**Transaction Reference:****Document Reference:****Transaction #:**

3813549 - 4 Doc(s)

**Document Page Count:**

15

**Operator Id:**

armers

**RETURN TO: (x)**

\*\*PLEASE NOTE: Recorded documents with completed  
Cover Pages are returned via email to the email address(es)  
identified above.

Brubaker, Connaughton, Goss and Lucarelli LLC

**SUBMITTED BY: ()**

Brubaker, Connaughton, Goss and Lucarelli LLC

**\* PROPERTY DATA:**

Parcel ID #: 390

Municipality: MANHEIM TOWNSHIP (100%)

School District: MANHEIM TOWNSHIP SD

**\* ASSOCIATED DOCUMENT(S):****FEES / TAXES:**

RECORDING FEE:

EASEMENT/RIGHT OF WAY \$13.00

CRC #6544 \$2.00

RIF #6543 \$3.00

WRIT TAX \$0.50

PA SURCHARGE #6548 \$40.25

EXTRA PAGE FEE \$22.00

**Total:** \$80.75

INSTRUMENT # : 6407323

RECORDED DATE: 07/12/2018 02:29:24 PM

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



Ann M. Hess  
Recorder of Deeds

**PLEASE DO NOT DETACH****THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT**

NOTE: If document data differs from cover sheet, document data always controls.

\*COVER PAGE DOES NOT INCLUDE ALL DATA, PLEASE SEE INDEX AND DOCUMENT AFTER RECORDING FOR ADDITIONAL INFORMATION



2

Prepared By  
John A. Mateyak, Esquire  
BRUBAKER CONNAUGHTON GOSS & LUCARELLI LLC  
480 New Holland Avenue, Suite 6205  
Lancaster, PA 17602  
717-945-5745

Return To  
John A. Mateyak, Esquire  
BRUBAKER CONNAUGHTON GOSS & LUCARELLI LLC  
480 New Holland Avenue, Suite 6205  
Lancaster, PA 17602  
717-945-5745

Parcel ID: 390-17386-00000  
390-33964-00000

### **STORMWATER ACCESS EASEMENT AGREEMENT**

**THIS AGREEMENT** made as of the 29<sup>th</sup> day of May, 2018, by and between GRH-3, LLC (hereinafter "GRH"), a Pennsylvania limited liability company with a mailing address of 120 North Pointe Boulevard, Lancaster, Pennsylvania 17601, the SETTLEMENTS EAST HOMEOWNERS ASSOCIATION, INC. ("HOA"), a Pennsylvania non-profit corporation, with a mailing address of 120 North Pointe Boulevard, Lancaster, Pennsylvania 17601 and CALVARY CHURCH (hereinafter "Calvary"), a Pennsylvania nonprofit corporation with a mailing address of 1051 Landis Valley Road, Lancaster, Pennsylvania 17601.

### **BACKGROUND.**

GRH is the legal and/or beneficial owner of premises located on the northeastern side of Landis Valley Road T-615, in Manheim Township, Lancaster County, Pennsylvania, as more specifically described in a deed recorded at Document No. 6112582 in the Office of the Recorder of Deeds in and for Lancaster County, Pennsylvania, and as shown on the Preliminary Plan for Settlements East, prepared by Robert Gabriel & Associates, Drawing or Project No. 07143-16, dated March 25, 2014, last revised, April 2, 2018 ("GRH Plan") (hereinafter referred to as the "GRH Premises").

Calvary is the owner of real property located on the northeastern side of Landis Valley Road T-615, in Manheim Township, Lancaster County, Pennsylvania, as more specifically described in a deed recorded at Document No. 6112583 in the Office of the Recorder of Deeds in and for Lancaster County, Pennsylvania, and as shown on the GRH Plan (hereinafter referred to

as the "Calvary Premises").

GRH now desires to build a development on the GRH Premises consisting of residential dwellings, with certain stormwater easements/improvements on the Calvary Premises. This Agreement shall establish the rights and obligations with regard to storm water management facilities located on the Calvary Premises.

Prior to the commencement of any development, GRH is required under the Stormwater Management Ordinance of Manheim Township (the "Ordinance") to submit a stormwater management plan to Manheim Township (the "Township") for approval. The Ordinance requires that GRH make provision for the ownership of, and the method of administering and maintaining, all permanent stormwater management facilities. Drainage courses, swales, grassed waterways, open inlets, stormwater inlets, pipes, manholes, conduits, detention basins, retention basins, infiltration structures, and other stormwater management facilities, including Best Management Practices facilities ("BMPs") depicted upon the GRH Plan shall be included under the term "Stormwater Management Facilities" in this Agreement. The Ordinance requires GRH to enter a Stormwater Management Agreement and Declaration of Easement with the Township ("Township Agreement") to describe ownership and maintenance responsibilities for all Stormwater Management Facilities to be constructed by GRH.

The purpose of this Agreement is to grant GRH the right to construct the Stormwater Management Facilities, discharge stormwater in accordance with the GRH Plan and to describe the ownership and maintenance responsibilities for the stormwater management facilities which will be installed on the Calvary Premises and to impose the ownership and maintenance responsibilities upon GRH, its successors and assigns, and upon the HOA.

NOW, THEREFORE, intending to be legally bound hereby and for good and valuable consideration, the receipt of which is hereby acknowledged, GRH and Calvary and the HOA and their respective assigns and successors, covenant and agree as follows:

1. The Stormwater Management Facilities on the Calvary Premises will be owned by Calvary, to the extent such facilities constitute real property, otherwise they shall be owned by GRH or the HOA and their successors and assigns. Regardless of the ownership of the Stormwater Management Facilities, the Stormwater Management Facilities shall be maintained, repaired and replaced by GRH or the HOA and their successors and assigns.

All Stormwater Management Facilities, shall be installed, constructed and



maintained by GRH, its successors and assigns, in a first-class condition in conformance with the GRH Plan, as approved by the Board of Commissioners of Manheim Township, and in a manner sufficient to meet or exceed the design standards and specifications set forth on the GRH Plan. GRH or the HOA, its successors and assigns, shall be responsible for performing the foregoing maintenance and for implementing BMPs and maintaining BMP facilities as required by the Ordinance.

2. Upon GRH's transfer of responsibility for the Stormwater Management Facilities, to the HOA, the HOA will own (to the extent such facilities are not considered real property if the facilities are located upon property not owned by the HOA) and be responsible for the long term maintenance of all Stormwater Management Facilities upon the Calvary Premises. Should there be any discrepancy between this Agreement and notes contained on the GRH Plan, the more restrictive shall control. Regular maintenance will include all maintenance items identified in the Township Agreement. GRH and its successors shall provide notice to Calvary prior to initiating any major repair activities upon the Calvary Premises. In addition to Township approval, GRH and its successors shall not materially modify, remove, fill, landscape, alter, place and structure, fill, landscaping or other obstruction into any Stormwater Management Facility upon the Calvary Premises (unless it is part of the approved maintenance program) without prior written approval of Calvary. GRH and its successors shall provide copies of written reports concerning the Stormwater Management Facilities submitted to the Township, concurrently to Calvary.

3. GRH, for itself, its successors and assigns, agrees that the failure to maintain all Stormwater Management Facilities in a first-class condition in conformance with the Township Agreement and the GRH Plan or the failure to repair any sinkholes, cavities, cracks or holes in any storm drainage pipes, and similar conditions which may develop within or adjacent to any Stormwater Management Facilities or drainage easements or the failure to repair any sinkholes or cavities which may be caused by the improper maintenance of Stormwater Management Facilities or BMPs shall constitute a nuisance and shall be abatable by Calvary as such.

4. Calvary for itself, its representatives, heirs, grantees and assigns, authorizes GRH, the HOA and the Township, by their authorized representatives, to enter upon the Calvary Premises to inspect, repair, maintain and replace the Stormwater Management Facilities located thereon to ensure the structural integrity and functioning of the Stormwater Management Facilities in accordance with the design and specifications of the GRH Plan. The Township shall



be considered a third party beneficiary of this Agreement.

5. GRH and the HOA shall perform all work upon the Calvary Premises in a first class and workmanlike manner, and shall promptly repair any damage or disturbance caused to the Calvary Premises at the sole cost and expense of GRH or the HOA, as applicable. Nothing in this Paragraph shall require GRH or the HOA to repair, restore or replace any improvements, trees, shrubs or similar landscaping, constructed or placed within the easement area over the Calvary Premises.

6. Calvary hereby imposes upon that portion of the Calvary Premises more particularly described on Exhibit "A" and as shown on the drawing attached as Exhibit "B", for the benefit of all present and future owners of the Calvary Premises, the GRH Premises or parts thereof, and the HOA, the perpetual right, privilege and easement solely for the draining of storm water in and through only those Stormwater Management Facilities depicted upon the GRH Plan, and for inspecting, maintaining, using, repairing and replacing such Stormwater Management Facilities.

7. GRH shall include a specific reference to this Agreement and the requirement to implement the Stormwater Management Facilities upon the Calvary Premises in accordance with the minimum design standards and requirements set forth on the GRH Plan in any declaration establishing the HOA and planned community it governs.

8. GRH agrees to indemnify, Calvary, (hereinafter referred to as the "Indemnitees") against and hold Indemnitees harmless from any and all liability, loss or damage, including attorneys' fees and costs of investigation and defense, as a result of claims, demands, costs or judgments against Indemnitees which arise as a result of the design, installation, construction or maintenance of the Stormwater Management Facilities, but as to maintenance only until transfer of the obligation therefor to the HOA as contemplated herein, thereafter, the HOA shall indemnify the Indemnitees from any and all liability, loss or damage, including attorneys' fees and costs of investigation and defense, as a result of claims, demands, costs or judgments against Indemnitees which arise as a result of the maintenance of the Stormwater Management Facilities.

9. Calvary may, in addition to the remedies prescribed herein, proceed with any action at law or in equity against GRH or the HOA (as the case may be) to bring about compliance with this Agreement.

10. GRH's liability under this Agreement shall cease at such time as (a) all

Stormwater Management Facilities have been constructed in accordance with the specifications of the Manheim Township Subdivision and Land Development Ordinance, the Stormwater Management Ordinance of Manheim Township and the GRH Plan; (b) the Stormwater Management Facilities have been inspected and approved by the Township Engineer; and (c) GRH has transferred responsibility for the Stormwater Management Facilities to the HOA. Notwithstanding the foregoing, GRH's liability shall continue for any violations of this Agreement which occurred prior to the transfer of responsibility to the HOA.

11. It is the intent of the parties to this Agreement that liability and maintenance obligations shall pass to the HOA and that the HOA shall assume all liability and maintenance obligations as aforesaid.

12. This Agreement shall be binding upon GRH, the HOA, Calvary and their respective successors, personal representatives, heirs, and assigns, and all present and future owners of the GRH Premises and the Calvary Premises, or any part thereof and is intended to be recorded in order to give notice to future owners of the GRH Premises of their duties and responsibilities with respect to the Stormwater Management Facilities constructed thereon.

13. This Agreement may be amended only by written instrument signed by GRH (during any period that it has responsibility pursuant to paragraph 10 hereof), the HOA, on behalf of itself from and after it assumes responsibility for maintaining the Stormwater Management Facilities on behalf of all other owners of the GRH Premises or portions thereof, the Township and Calvary.

14. When the sense so requires, words of any gender used in this Agreement shall be held to include any other gender, and words in the singular number shall be held to include the plural, and vice versa.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed the day and year first above written.

**GRH-3, LLC**

Gerald R. Horst  
Print Name: Gerald R. Horst  
Title: President

**SETTLEMENTS EAST HOMEOWNERS ASSOCIATION, INC.**

Gerald R. Horst  
Print Name: Gerald R. Horst  
Title: President

**CALVARY CHURCH**

David C. Hostetter  
Print Name: DAVID C. HOSTETTER  
Title: BUSINESS MANAGER

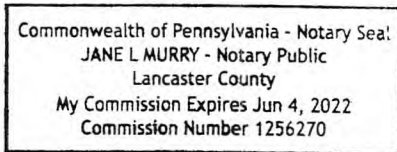


**(LIMITED LIABILITY COMPANY LANDOWNER ACKNOWLEDGEMENT)**

COMMONWEALTH OF PENNSYLVANIA :  
: SS  
COUNTY OF LANCASTER :

On this 14<sup>th</sup> day of June, 2018, before me, a Notary Public, the undersigned officer, personally appeared Gerald R. Horst, who acknowledged himself to be sole member of GRH-3, LLC, a Pennsylvania limited liability company, and that he as such member, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of said limited liability company by himself as such member.

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



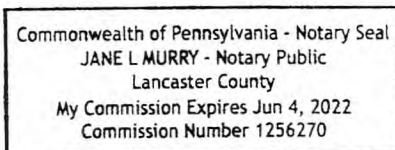
Jane L. Murry  
Notary Public  
My Commission Expires: June 4, 2022

**(HOMEOWNERS' ASSOCIATION ACKNOWLEDGEMENT)**

COMMONWEALTH OF PENNSYLVANIA :  
: SS  
COUNTY OF LANCASTER :

On this 14<sup>th</sup> day of June, 2018, before me, a Notary Public, the undersigned officer, personally appeared Gerald R Horst, who acknowledged himself/herself to be Gerald R Horst, President of SETTLEMENTS EAST HOMEOWNERS ASSOCIATION, INC., a Pennsylvania non-profit corporation, and that he/she as President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself / herself as Gerald R Horst, President

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



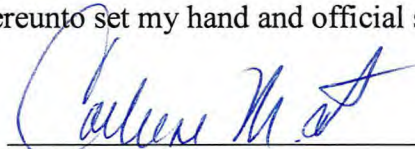
Jane L. Murry  
Notary Public  
My Commission Expires:

(CALVARY CHURCH ACKNOWLEDGEMENT)

COMMONWEALTH OF PENNSYLVANIA :  
: SS  
COUNTY OF LANCASTER :

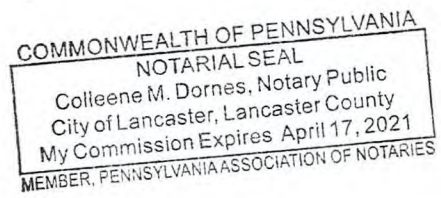
On this 29<sup>th</sup> day of May, 2018, before me, a Notary Public, the undersigned officer, personally appeared Dana C. Hostetter, who acknowledged himself/~~herself~~ to be Business Manager of CALVARY CHURCH, a Pennsylvania non-profit corporation, and that he/~~she~~ as Business Manager, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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



Notary Public

My Commission Expires:



# WEBER SURVEYORS, INC.

931 STONY BATTERY ROAD  
LANDISVILLE, PENNSYLVANIA 17538  
PHONE: (717) 898-9466  
FAX: (717) 898-9567

Legal Description  
Settlements East  
Drainage Easement – Calvary Church  
Manheim Township, Lancaster County

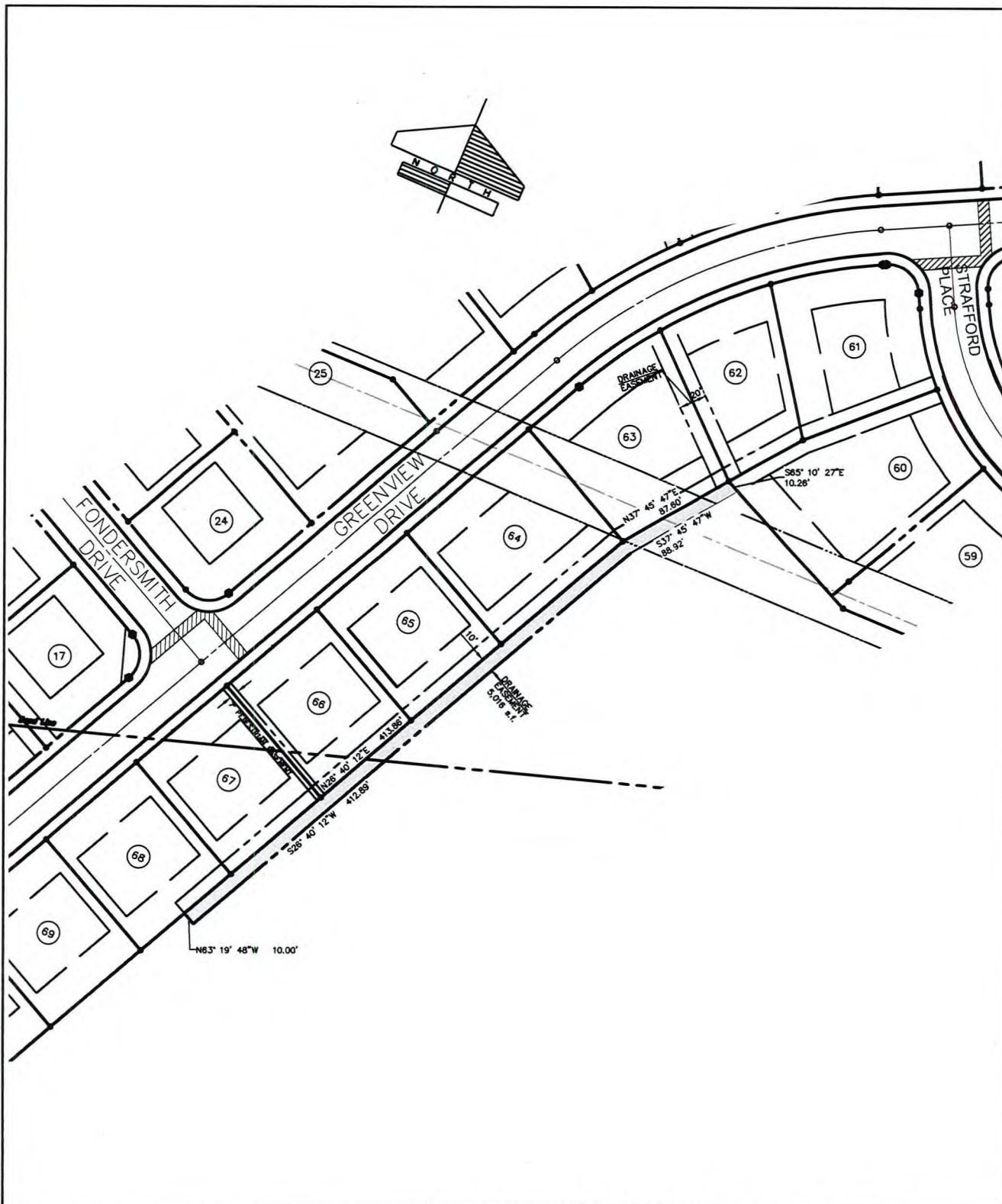
June 26, 2017

ALL THAT CERTAIN drainage easement extending through lands of Calvary Church, located in Manheim Township, Lancaster County, Pennsylvania, as shown on an Easement Exhibit for Settlements East, prepared by Robert Gabriel & Associates, Inc., dated June 26, 2017, said easement being more fully bounded and described as follows:

BEGINNING at a point in line of Settlements East, said point being the southernmost corner of Lot 68; thence extending along Lots 68 – 63 and Lot 60, respectively, the three following courses and distances: [1] North twenty-six (26) degrees forty (40) minutes twelve (12) seconds East, a distance of four hundred thirteen and eighty-six hundredths (413.86) feet to a point; [2] North thirty-seven (37) degrees forty-five (45) minutes forty-seven (47) seconds East, a distance of eighty-seven and sixty hundredths (87.60) feet to a point; and [3] South sixty-five (65) degrees ten (10) minutes twenty-seven (27) seconds East, a distance of ten and twenty-six hundredths (10.26) feet to a point; thence extending through lands of Calvary Church the three following courses and distances [1] South thirty-seven (37) degrees forty-five (45) minutes forty-seven (47) seconds West, a distance of eighty-eight and ninety-two hundredths (88.92) feet to a point; [2] South twenty-six (26) degrees forty (40) minutes twelve (12) seconds West, a distance of four hundred twelve and eighty-nine hundredths (412.89) feet to a point; and [3] North sixty-three (63) degrees nineteen (19) minutes forty-eight (48) seconds West, a distance of ten and zero hundredths (10.00) feet to the place of BEGINNING.

CONTAINING 5,016 Square Feet





TITLE  
**SETTLEMENTS EAST**  
 EASEMENT EXHIBIT **B**

MANHEIM TOWNSHIP,

LANCASTER COUNTY, PA

**ROBERT GABRIEL &  
 ASSOCIATES, INC.**

Landscape Architecture  
 215 SOUTH BROAD STREET  
 LITITZ, PA 17543

(717) 627-4885

FAX (717) 627-4886

DRAWN BY: CAD

DATE: 3-6-2018

SCALE: 1"=50'

DWG. NO. 07143-16

### **JOINDER BY MORTGAGEE**

FULTON BANK, N.A. ("Mortgagee"), as holder of a certain mortgages on the within-described Premises of Calvary Church identified as therein as the Calvary Premises, located within Manheim Township, Lancaster County, Pennsylvania and described in the Deed recorded in the Recorder of Deeds Office in and for Lancaster County Pennsylvania to Document No. 6112583, which mortgages are in the amount (a) \$1,000,000 dated April 1, 2014, and recorded on April 3, 2014 in the Recorder of Deeds Office aforesaid to Instrument No. 6137406, and (b) \$3,610,000, dated April 1, 2014, and recorded on April 4, 2014 in the Recorder of Deeds Office aforesaid to Instrument No. 6137467, as well as any other mortgages which Mortgagee may now or hereafter hold on the Calvary Premises (all such mortgages hereinafter collectively referred to as the "Mortgages"), joins in and consents to the attached Stormwater Access Easement Agreement (the "Easement").

The Mortgagee and the holder(s)' rights thereunder are and shall be junior and subordinate in all respects to the Easement, in the same manner as if the Mortgages and the obligations secured thereby had arisen and been executed, delivered and recorded subsequent to the execution, delivery and recordation of the Easement. The Mortgagee, for itself, its successors and assigns (which shall include any assignee of the Mortgages and any purchaser of the Calvary Premises at a sale in foreclosure of the Mortgages or otherwise), hereby covenants and agrees that the rights and privileges herein granted with respect to the Calvary Premises shall not be terminated or disturbed by reason of any foreclosure or other action which may be instituted by the Mortgagee, its successors and assigns, as a result of any default under the Mortgages or the debt instruments that such Mortgages secure. Mortgagee by consenting to the Agreement shall not by virtue of its interest as Mortgagee be deemed to have undertaken any of the obligations of the Grantor under the Agreement, including but not limited to construction, maintenance, inspection or indemnification. The execution of this Joinder by Mortgagee shall not be deemed or construed to have the effect of creating between Mortgagee or any other party to the Easement the relationship of partnership or of joint venture.



IN WITNESS WHEREOF, Mortgagee hereby joins in the execution of the Agreement as of this 29<sup>th</sup> day of May, 2018.

ATTEST:

By:

[Signature]  
(Assistant) Secretary

FULTON BANK, N.A.

By:

[Signature] SVP  
SR (Vice) President

[SEAL]

COMMONWEALTH OF PENNSYLVANIA

:

: SS

COUNTY OF LANCASTER

:

On this 29<sup>th</sup> day of MAY, 2018, before me, a Notary Public, the undersigned officer, personally appeared TIMOTHY PEACHEY, who acknowledged himself/herself to be SR. VICE PRESIDENT of FULTON BANK, N.A., a corporation, and that he/she as SR. VICE PRESIDENT, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

[Signature]  
Notary Public

My Commission Expires:

9-14-20

COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
Douglas J. Moore, Notary Public  
City of Lancaster, Lancaster County  
My Commission Expires Sept. 14, 2020  
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

### **JOINDER BY MORTGAGEE**

FULTON BANK, N.A. ("Mortgagee"), as holder of a certain mortgages on the within-described Premises of Calvary Church identified as therein as the Calvary Premises, located within Manheim Township, Lancaster County, Pennsylvania and described in the Deed recorded in the Recorder of Deeds Office in and for Lancaster County Pennsylvania to Document No. 6112583, which mortgages are in the amount (a) \$1,000,000 dated April 1, 2014, and recorded on April 3, 2014 in the Recorder of Deeds Office aforesaid to Instrument No. 6137406, and (b) \$3,610,000, dated April 1, 2014, and recorded on April 4, 2014 in the Recorder of Deeds Office aforesaid to Instrument No. 6137467, as well as any other mortgages which Mortgagee may now or hereafter hold on the Calvary Premises (all such mortgages hereinafter collectively referred to as the "Mortgages"), joins in and consents to the attached Stormwater Access Easement Agreement (the "Easement").

The Mortgagee and the holder(s)' rights thereunder are and shall be junior and subordinate in all respects to the Easement, in the same manner as if the Mortgages and the obligations secured thereby had arisen and been executed, delivered and recorded subsequent to the execution, delivery and recordation of the Easement. The Mortgagee, for itself, its successors and assigns (which shall include any assignee of the Mortgages and any purchaser of the Calvary Premises at a sale in foreclosure of the Mortgages or otherwise), hereby covenants and agrees that the rights and privileges herein granted with respect to the Calvary Premises shall not be terminated or disturbed by reason of any foreclosure or other action which may be instituted by the Mortgagee, its successors and assigns, as a result of any default under the Mortgages or the debt instruments that such Mortgages secure. Mortgagee by consenting to the Agreement shall not by virtue of its interest as Mortgagee be deemed to have undertaken any of the obligations of the Grantor under the Agreement, including but not limited to construction, maintenance, inspection or indemnification. The execution of this Joinder by Mortgagee shall not be deemed or construed to have the effect of creating between Mortgagee or any other party to the Easement the relationship of partnership or of joint venture.



IN WITNESS WHEREOF, Mortgagee hereby joins in the execution of the Agreement as of this 14<sup>th</sup> day of JUNE, 2018.

ATTEST:

FULTON BANK, N.A.

By: \_\_\_\_\_  
(Assistant) Secretary

By: [Signature]  
(Vice) President

[SEAL]

COMMONWEALTH OF PENNSYLVANIA :  
: SS  
COUNTY OF LANCASTER :

On this 14<sup>th</sup> day of JUNE, 2018, before me, a Notary Public, the undersigned officer, personally appeared RYAN MOWERY, who acknowledged himself/herself to be VICE PRESIDENT of FULTON BANK NA, a corporation, and that he/she as VICE PRESIDENT, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

[Signature]  
Notary Public  
My Commission Expires: 9-17-2020

COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
Douglas J. Moore, Notary Public  
City of Lancaster, Lancaster County  
My Commission Expires Sept. 14, 2020  
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES



**pennsylvania**  
DEPARTMENT OF REVENUE  
**Bureau of Individual Taxes**  
PO BOX 280603  
Harrisburg, PA 17128-0603

# REALTY TRANSFER TAX STATEMENT OF VALUE

See reverse for instructions.

## RECORDER'S USE ONLY

State Tax Paid

Book Number

Page Number

Date Recorded

Complete each section and file in duplicate with Recorder of Deeds when (1) the full value/consideration is not set forth in the deed, (2) the deed is without consideration or by gift, or (3) a tax exemption is claimed. If more space is needed, please attach additional sheets. A Statement of Value (SOV) is not required if the transfer is wholly exempt from tax based on family relationship or public utility easement. However, it is recommended that a SOV accompany all documents filed for recording.

### A. CORRESPONDENT – All inquiries may be directed to the following person:

Name John A. Mateyak, Esquire - Brubaker Connaughton Goss & Lucarelli LLC		Telephone Number: (717) 945-5745	
Mailing Address 480 New Holland Avenue, Suite 6205	City Lancaster	State PA	ZIP Code 17602

### B. TRANSFER DATA

Date of Acceptance of Document 05 / 29 / 2018			
Grantor(s)/Lessor(s) Calvary Church	Telephone Number: (717) 560-2341	Grantee(s)/Lessee(s) GRH-3, LLC & Settlements East	Telephone Number: (717) 560-9095
Mailing Address 1051 Landis Valley Road		Mailing Address Homeowners Association, Inc. 120 North Pointe Boulevard	
City Lancaster	State PA	ZIP Code 17601	City Lancaster

### C. REAL ESTATE LOCATION

Street Address Stormwater Easement North of Landis Valley Road		City, Township, Borough Manheim Township
County Lancaster	School District Manheim Township School District	Tax Parcel Number P/O 390-1738600000 & 390-339640000

### D. VALUATION DATA

Was transaction part of an assignment or relocation? ☐ Y ☒ N

1. Actual Cash Consideration 1.00	2. Other Consideration + 0.00	3. Total Consideration = 1.00
4. County Assessed Value Not Separately Assessed	5. Common Level Ratio Factor x 1.00	6. Fair Market Value = Not Separately Assessed

### E. EXEMPTION DATA - Refer to instructions for exemption status.

1a. Amount of Exemption Claimed \$ 100%	1b. Percentage of Grantor's Interest in Real Estate 100.00 %	1c. Percentage of Grantor's Interest Conveyed 0.00 %
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### 2. Check Appropriate Box Below for Exemption Claimed.

- ☐ Will or intestate succession. \_\_\_\_\_  
(Name of Decedent) (Estate File Number)
- ☐ Transfer to a trust. (Attach complete copy of trust agreement identifying all beneficiaries.)
- ☐ Transfer from a trust. Date of transfer into the trust \_\_\_\_\_  
If trust was amended attach a copy of original and amended trust.
- ☐ Transfer between principal and agent/straw party. (Attach complete copy of agency/straw party agreement.)
- ☐ Transfers to the commonwealth, the U.S. and instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.)
- ☐ Transfer from mortgagor to a holder of a mortgage in default. (Attach copy of mortgage and note/assignment.)
- ☐ Corrective or confirmatory deed. (Attach complete copy of the deed to be corrected or confirmed.)
- ☐ Statutory corporate consolidation, merger or division. (Attach copy of articles.)
- ☒ Other (Please explain exemption claimed.) \_\_\_\_\_ Document is Stormwater Access Easement. There is no transfer of real estate and therefore no realty transfer tax is due.

**Under penalties of law, I declare that I have examined this statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.**

Signature of Correspondent or Responsible Party Brubaker Connaughton Goss & Lucarelli LLC By: <i>John A. Mateyak</i>	Date 07/12/18
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**FAILURE TO COMPLETE THIS FORM PROPERLY OR ATTACH REQUESTED DOCUMENTATION MAY RESULT IN THE RECORDER'S REFUSAL TO RECORD THE DEED.**