

PUBLIC OFFERING STATEMENT OF
WABASH LANDING, A PLANNED COMMUNITY

THIS PUBLIC OFFERING STATEMENT (the "Statement"), made this 2nd day of November, 2018, is being offered by Sunview Partners, LP, a Pennsylvania limited partnership, having an office at 490 Millway Road, Ephrata, PA 17522 (the "Declarant"), pursuant to the provisions of the Pennsylvania Uniform Planned Community Act, 68 Pa. C.S.A. §5101, *et seq.* (the "Act"), for the sale of units in the Wabash Landing planned community, located at between Stevens Road and Wabash Road in East Cocalico Township, Lancaster County, Pennsylvania ("Wabash Landing").

NOTICE TO PURCHASER

WITHIN FIFTEEN (15) DAYS AFTER RECEIPT OF THIS PUBLIC OFFERING STATEMENT OR AN AMENDMENT TO THIS PUBLIC OFFERING STATEMENT THAT MATERIALLY AND ADVERSELY AFFECTS THE RIGHTS OR OBLIGATIONS OF A PURCHASER, THE PURCHASER, BEFORE CONVEYANCE, MAY CANCEL ANY CONTRACT FOR PURCHASE OF A UNIT FROM THE DECLARANT WITHOUT PENALTY AND OBTAIN A FULL REFUND OF ANY SUMS DEPOSITED IN CONNECTION WITH THE CONTRACT. THE FIFTEEN DAY PERIOD BEGINS TO RUN ON THE DATE OF DELIVERY OF THIS PUBLIC OFFERING STATEMENT OR AN AMENDMENT. IF THE PURCHASER ELECTS TO CANCEL, HE OR SHE MUST DELIVER NOTICE OF CANCELLATION TO THE DECLARANT BY HAND (IN WHICH CASE EVIDENCE OF RECEIPT SHOULD BE OBTAINED) OR BY UNITED STATES MAIL, RETURN RECEIPT REQUESTED.

IF THE DECLARANT FAILS TO PROVIDE A PUBLIC OFFERING STATEMENT AND ANY AMENDMENTS TO A PURCHASER BEFORE CONVEYING A UNIT, THE PURCHASER MAY RECOVER FROM THE DECLARANT CERTAIN DAMAGES, INCLUDING WITHOUT LIMITATION, AN AMOUNT EQUAL TO FIVE PERCENT (5%) OF THE SALES PRICE OF THE UNIT, UP TO A MAXIMUM OF TWO THOUSAND DOLLARS (\$2,000.00) 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, HOWEVER, SHALL ENTITLE THE PURCHASER TO RECOVER ONLY ACTUAL DAMAGES, IF ANY.

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

1. **The Planned Community Concept.** The term "planned community", as defined by the Act, means real estate with respect to which a person, as a result of ownership of an interest in any portion of the real estate, is or may become obligated by covenant, easement or agreement imposed on the owner's interest to pay any amount for real property taxes, insurance, maintenance, repair,

improvement, management, administration or regulation of any part of the real estate, other than the portion or interest owned solely by the person.

In Wabash Landing, each lot or unit with a dwelling or dwellings is separately owned. The balance of the real estate of the planned community, and any improvements constructed on such real estate, is managed and administered by the Wabash Landing Homeowners' Association (the "Association"), a non-profit corporation, as a common element of the planned community for the use in common by all unit owners. Each unit owner is a member of the Association and is allocated a vote in the Association. Through the ownership of a unit, the unit owner is permitted to utilize any portion of the common elements. The common elements will include, but are not limited to all interior undedicated streets, alleyways and adjoining curbing, sidewalks not located within Unit boundaries, street lighting, open space areas, walking paths, seating areas along the walking paths, meeting areas within the open space areas; and all areas of the Property located outside the title lines of the Lots. The Association is charged with maintaining the common elements of the planned community, and with providing certain maintenance and certain snow removal services and maintenance of common parking areas. The costs incurred by the Association are assessed against the unit owners. The amount assessed against each owner in Wabash Landing is based on the number of dwellings in the units, as further explained in paragraph 3 below.

2. **Description of Project - Declaration and Bylaws.** It is anticipated that there will be 195 Dwellings within Wabash Landing, including sixty-nine (69) single family detached homes, forty-eight (48) semi-detached homes, thirty-eight (38) townhouses, twenty-eight (28) multi-family dwellings, eight (8) conversion apartments, and four (4) semi-detached single family dwelling units with first floor commercial space. The community is located between Stevens Road and Wabash Road in East Cocalico Township, Lancaster County, Pennsylvania, being more particularly described in the Plat Plan attached hereto as Exhibit "A". Construction at Wabash Landing has begun, and the conveyance of the first residence is estimated to be prior to January 2019. The Declarant will construct the residences to be constructed on the units in Wabash Landing, as well as installing the street, common parking area, erosion and storm water facilities, water and sewer lines. The community is shown on the Final Phase I Subdivision and Lot Add-On Plan for Wabash Landing, prepared by Pioneer Management, LLC, Drawing No. 08-0500-02-C, dated July 6, 2015, last revised August 2, 2017, and which was recorded in the Office of the Recorder of Deeds in and for Lancaster County, Pennsylvania on March 8, 2018 as Instrument # 2018-0079-J (the "Plan").

The Declarant desires to ensure the attractiveness of the residences within Wabash Landing, to prevent nuisance, to preserve, protect and enhance the value and amenities of Wabash Landing. To accomplish these purposes, the Declarant has subjected the Wabash Landing real estate to the covenants, conditions, restrictions, easements, charges and liens, set forth in the Declaration of Covenants and Easements (the "Declaration") filed in the Recorder of Deeds office of Lancaster County and set forth herein as Exhibit "B". The Declaration provides for specific information relating to Wabash Landing, as well as providing for the location of each individual unit. Additionally, it provides for the location of the easements and other property rights available to the owners of the units, sets forth Association membership and voting rights, details what maintenance will be done in the planned community, and the assessments to be paid by unit owners for that maintenance. It further sets forth protective covenants and restrictions which provide for architectural control and establish the Executive Board of the Association, as well as other general provisions.

The Articles of Incorporation and the Bylaws, set forth in Exhibit "C", establish the general governing provisions of the Association. The Association is governed by an Executive Board of three

(3) persons elected by the members. In addition, the Bylaws establish membership in the Association, create the officers of the Association, establish the qualifications, powers and duties, terms of office and manner of electing and removing members of the Executive Board and officers, filling vacancies of the Executive Board and officers, the powers which the Executive Board and officers can delegate, the meetings, quorums and voting process of the Association and the Executive Board and preparation of an annual financial statement, as well as general administrative provisions.

3. **Unit Owner's Fees and Charges.** Except for the Assessments set forth below, no other fee shall be required to be paid by any unit owner for the use of the common elements. Each owner of a unit, whether or not it is expressed in the deed to such unit, is deemed to covenant and agrees to pay to the Association the following Assessments for the cost of common expenses to be paid by the Association:

- A. Initial Assessment;
- B. Annual Assessments;
- C. Special Assessments;
- D. Supplemental Assessments.; and
- E. Extra Assessments.

The Initial Assessment for each owner to be paid upon the owner taking title to a unit is \$250.00. The Annual Assessment will be established by the Executive Board of the Association at the beginning of each year and will be paid in monthly or quarterly installments or paid annually, as determined by the Executive Board. The determination of the amount of the Assessments and how each is established is set forth in Article V of the Declaration. The Assessments are utilized by the Association for the purposes set forth in Articles V of the Declaration. The Assessments, together with interest, costs, and reasonable attorney fees, is a charge on the land and shall be a continuing lien upon the unit (including all improvements thereon) against which each such lien is made. Each such Assessment, together with interest, costs, and reasonable attorney fees, shall also be the personal obligation of the person who was the owner of such unit at the time when the Assessment became effective. The personal obligation for delinquent Assessments shall not pass to a unit owner's successors in title unless expressly assumed by them and consented to in writing by the Association, but shall remain a lien against the unit until paid.

4. **Annual Budget for Common Expenses.** An estimated annual budget for the Association's common expenses for the 2019 year which as prepared by the Declarant is set forth in Exhibit "E". Due to the fact that Wabash Landing is in its construction phase, the annual budget utilizes estimated figures and is based upon the estimated number of units to be built by the end of 2019.

5. **Declarant Services.** Any services to be provided under the Declaration are provided by the Association. The Declarant will not provide any services to Wabash Landing unit owners or the Association for which the Declarant is reimbursed by the Association or the unit owners.

6. **Items to be Completed by Declarant.** In addition to completely constructing the residence on each unit, the Declarant has or will conduct all site clearing and has or will install all erosion and storm water detention basins and water and sewer lines to Wabash Landing, providing a connection to each individual residence constructed on each of the units, as well as, installing the streets and common parking areas that service Wabash Landing. It is anticipated that completion of construction of all residences to be constructed on each of the units in Wabash Landing will take

approximately five (5) years, with the actual time for completion dependent upon the rate of sale of the units. Upon completion of Wabash Landing, each unit will be owned in fee simple by the owner of the unit or by the Declarant. Except for the sewer and water service laterals to each residence, the water and sewer lines will be dedicated to either a public municipality or authority or to a public utility. Any facility or amenity constructed by the Declarant and not owned by a unit owner or the Declarant and not dedicated shall be managed and administered by the Association, including without limitation undedicated streets, common parking areas, and any unimproved land of Wabash Landing. The source of funding obtained by the Declarant to complete the facilities and amenities listed above, is set forth in Paragraph 8 hereof.

7. **Existing Liens and Encumbrances.** The entire tract of land upon which Wabash Landing is located, is under and subject to mortgages in favor of Jonestown Bank and Trust Company of Jonestown, PA. Wabash Landing is also subject to the rights-of-way, set back lines and easements set forth in the Plan as disclosed in the Declaration.

8. **Financial Arrangements.** The Declarant has made financial arrangements with Jonestown Bank and Trust Company of Jonestown, PA for the construction of the residences to be constructed on the units in Wabash Landing as well as the construction of streets, common parking areas, sanitary and stormwater facilities and other infrastructure and site improvements. Each unit conveyed by the Declarant, together with a proportionate share of the undivided interest in the common elements, shall be released from the lien of the mortgage.

9. **Status of Construction and Site Improvements.**

A. **Status.** At the time of the first conveyance of a unit in Wabash Landing, all water and sewer lines and erosion and stormwater facilities shall be installed and all utility trenching, streets and site clearing will be completed, as necessary to serve completed units.

B. **Association Infrastructure Costs.** Upon the sale of all units of Wabash Landing, the water and sewer lines (except for sewer and water laterals to each unit) will be dedicated to either a public municipality or authority or a public utility. Accordingly, the Association will not have to incur any costs for replacing such items. The storm water detention areas, streets, street lights, and common parking areas will be administered and maintained by the Association pursuant to the terms and conditions of the Declaration.

10. **Warranties.** Declarant agrees to construct each of the residences to be constructed on the units in Wabash Landing in accordance with good industry practice which ensures quality of material and workmanship. Declarant shall assign (to the extent assignable) and deliver to each purchaser of a unit at settlement all guarantees and warranties which the Declarant has received on the systems and appliances contained in each of the residences.

In addition to the foregoing and as required by the Act, Declarant warrants against structural defects in each of the residences to be constructed on the units and the common elements for one (1) year from the date each unit is initially conveyed by Declarant to a purchaser. Only the Association, however, may bring an action for breach of warranty with respect to those common elements that are not part of a unit. An action for breach of warranty for a residence to be constructed on a unit or a common element that is part of a unit may be brought either by the Association or the owner of the affected residence. Any conveyance of a residence to be constructed on a unit during the one (1) year warranty period will be deemed to be a transfer of the warranty to the purchaser of the residence to be

constructed on a unit for the then remaining term of the warranty. A structural defect means a defect in components constituting any residence constructed on a unit or common element which reduced the stability or safety of the structure below accepted standards or restrict the normal intended use of the structure and require repair, renovation, restoration or replacement.

The foregoing structural warranty shall not be construed to make Declarant responsible for any items of maintenance relating to the residence constructed on a unit or to the common elements of Wabash Landing, except as may be expressly provided in the Declaration.

11. **Agreement of Sale.** Anyone purchasing a residence constructed on a unit in Wabash Landing is required to execute an Agreement for the Sale and Purchase of Real Estate substantially in the form set forth in Exhibit "F" (the "Sales Agreement"), attached hereto. The Sales Agreement is the form that has been recommended and approved by the Pennsylvania Association of Realtors. The Sales Agreement describes the residence constructed or to be constructed on a unit to be purchased, the purchase price and manner of payment, any property settlement or financing contingencies, the status of the water and sewer, the items included in the sale, the title and costs, possession and tender of possession of the unit, as well as, any special clauses that are required.

12. **Deposits/Escrow Accounts.** Any deposit made in connection with the purchase or reservation of a residence constructed or to be constructed on a unit from the Declarant shall be placed in escrow and held in this Commonwealth by a licensed real estate broker, an attorney admitted to practice in the Commonwealth of Pennsylvania, a financial institution or a licensed title insurance company in an account or in the form of a credit of deposits designed solely for that purpose with a financial institution whose accounts are insured by a governmental agency or instrumentality.

13. **Restraints on Alienation.** None of the documents pertaining to Wabash Landing contain any limitation on the sale or transfer of the residence constructed on a unit. A residence may be leased by the owner subject to the provisions of item 7.01(i) of the Declaration. No lease may be for less than one (1) year or for less than an entire residence. Each unit owner is required to notify the Executive Board of any sale or lease of a residence.

14. **Insurance.** The Association shall obtain a comprehensive liability insurance policy, covering liability for loss or damage to persons or property, insuring to the extent available, all of the unit owners, the Declarant and the Association against any liability to the public or to other unit owners, their tenants or invitees, relating in any way to the ownership and/or use of Wabash Landing's common elements. The limits of liability shall be at least One Million Dollars (\$1,000,000.00) per occurrence. The scope and amount of coverage of all liability insurance policies shall be reviewed at least once each year by the Executive Board and may be increased in its discretion. Additionally, the Association will obtain fire and extended coverage insurance covering damage to property for all of the common elements and personal property owned by the Association and such workmen's compensation insurance and other such insurance as the Executive Board of the Association may deem advisable. The units at Wabash Landing will be held by the purchaser in fee simple, and as such, each individual homeowner will need to obtain their own individual homeowners insurance policy.

15. **Voting Rights.** Each owner of a residence constructed on a unit which is subject to Assessment is a voting member of the Association upon taking fee title to a unit. Membership includes a legally binding obligation by an owner to comply with and be bound by the Articles of Incorporation, the Bylaws and amendments thereto, the Declaration, and the 'Rules and Regulations adopted at any

time by the Association in accordance with the Bylaws and the Declaration. A copy of the current Rules and Regulations is set forth in Exhibit "D". Membership in the Association terminates contemporaneously with such member ceasing to be an owner of a unit. Membership is appurtenant to and may not be separated from ownership of a unit which is subject to any assessments. Neither cumulative nor class voting is permitted when electing Executive Board Members. A member is entitled to one (1) vote for the number of dwellings in each unit owned. When more than one (1) person is the owner of any unit, all such persons are members. The vote of such unit is exercised as the co-owners among themselves determine, but in no event is more than one (1) membership vote cast with respect to the number of dwellings in any unit. All votes shall be cast in person or by proxy registered with the Secretary of the Association. The Executive Board is authorized to establish procedures for voting by mail or email.

16. **Permits and Approvals.** Final approval was obtained from the East Cocalico Township for the creation of Wabash Landing. Wabash Landing has submitted an erosion and sedimentation control plan for review by the Lancaster County Conservation District and will obtain all required erosion control permits or approvals. Sewer connection and building permits are required to be obtained by the Declarant, and at the Declarant's expense, prior to the construction of each residence to be constructed on each unit. Occupancy permits are required to be obtained by the Declarant, at the Declarant's expense, after completion and prior to settlement of each residence constructed on each unit.

17. **Withdrawable and Convertible Real Estate.** The Declarant has reserved a right to withdraw withdrawable real estate or convert convertible real estate under Section 5206(1) of the Act.

18. **Rental and Investors.** The Declarant does not intend to rent Units and does not intend to market blocks of units to investors.

19. **Judgments and Pending Suits.** As of the effective date of this statement, Declarant knows of no litigation, pending or threatened, which could materially adversely affect Wabash Landing or the Declarant's ability to convey clear title to each unit. There are no judgments entered against the Association.

20. **Declarant Financing.** No financing is offered by the Declarant to any purchaser of any unit in Wabash Landing.

21. **Master Association.** The Association shall under no circumstances become a Master Association.

22. **Outstanding Governmental Notices.** There are no outstanding and uncured notices of violations of governmental requirements.

23. **Hazardous Conditions.** The Declarant has obtained a preliminary environmental site assessment for Wabash Landing. The Declarant has no knowledge of any hazardous environmental conditions existing at Wabash Landing or any investigations, findings, actions or reports taken by any governmental body to determine the existence of hazardous substances at Wabash Landing.

THE PUBLIC OFFERING STATEMENT HAS BEEN PROVIDED PURSUANT TO THE PROVISIONS OF THE ACT, AND IS FURNISHED IN AN EFFORT TO PROVIDE INFORMATION TO PROSPECTIVE PURCHASERS, BUT IN NO WAY SHOULD BE

CONSTRUED AS THE EXCLUSIVE DOCUMENTATION FOR THE PURCHASE OF A UNIT IN WABASH LANDING. THE DECLARATION, PLAT PLAN AND ASSOCIATION ARTICLES OF INCORPORATION AND BYLAWS, TOGETHER WITH ANY AMENDMENTS THERETO, ARE ATTACHED HERETO, IN COMBINATION WITH THIS PUBLIC OFFERING STATEMENT, TO PROVIDE THE COMPLETE DOCUMENTATION THAT A PURCHASER SHOULD BE KNOWLEDGEABLE OF BEFORE COMPLETING OR CONTEMPLATING THE PURCHASE OF A UNIT. NO SALES AGENT OR OTHER REPRESENTATIVE OF DECLARANT MAY (ORALLY OR IN WRITING) MODIFY THE TERMS AND CONDITIONS OF THE AFORESAID DOCUMENTATION OR INTERPRET THEIR LEGAL EFFECT. IF THERE IS ANY VARIATION BETWEEN THIS PUBLIC OFFERING STATEMENT AND THE DECLARATION, PLAT PLAN OR ARTICLES OF INCORPORATION AND BYLAWS, THE DECLARATION, PLAT PLAN OR ARTICLES OF INCORPORATION AND BYLAWS WILL GOVERN.

Declarant:

Sunview Partners, LP

By: Sunview Partners Management LLC

By:

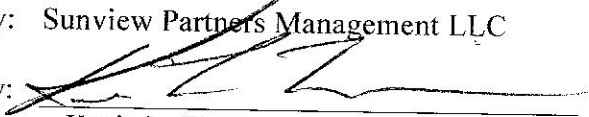
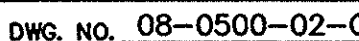

Kevin L. Zimmerman

EXHIBIT “A”
Wabash Landing Plat Plan



CENTERLINE, RIGHT-OF-WAY & LOT CURVE TABLE						
CURVE	RADIUS	DELTA	TANGENT	ARC	BEARING	CHORD
C14	200.00'	28°00'18"	49.88'	97.76'	N29°59'34"E	96.79'
C15	200.00'	11°24'46"	19.99'	39.84'	N38°17'21"E	39.77'
C16	200.00'	16°35'33"	29.16'	57.92'	N24°41'11"E	57.72'
C17	150.00'	23°41'11"	31.45'	62.01'	N27°50'00"E	61.57'
C24	720.00'	5°47'28"	36.42'	72.77'	S47°25'40"E	72.74'
C24A	25.23'	2°02'28"	720.00'	12.62'	S43°31'42"E	25.23'
C25	150.00'	7°05'38"	9.30'	18.57'	S53°52'15"E	18.56'
C30	50.00'	31°03'37"	1.39'	2.77'	N38°05'18"E	2.77'
C32	25.00'	27°38'44"	6.15'	12.06'	N60°11'13"W	11.95'
C33	50.00'	6°45'27"	2.95'	5.90'	N49°44'34"W	5.89'
C34	22.00'	96°47'33"	24.78'	37.17'	N04°43'31"W	32.90'
C35	50.00'	11°39'15"	5.10'	10.17'	N49°29'53"E	10.15'
C36	50.00'	8°22'47"	3.06'	7.31'	N51°08'07"E	7.31'
C37	100.00'	1°28'40"	1.29'	2.58'	N46°12'24"E	2.58'
C177	18.00'	90°00'00"	18.00'	28.27'	S88°59'43"W	25.46'
C178	18.00'	90°12'38"	18.07'	28.34'	N01°06'35"W	25.50'
C179	220.00'	5°01'10"	9.64'	19.27'	N41°29'09"E	19.27'
C180	9.00'	83°36'24"	8.05'	13.13'	N80°46'46"E	12.00'
C181	180.00'	19°47'52"	31.41'	62.20'	S34°05'47"W	61.89'
C182	180.00'	8°12'26"	12.91'	25.78'	S20°05'38"W	25.76'
C183	8.50'	83°43'07"	7.62'	12.42'	N15°33'29"W	11.34'
C184	220.00'	10°18'40"	19.85'	39.59'	N21°08'45"E	39.54'
C185	130.00'	13°35'13"	15.49'	30.83'	N22°47'01"E	30.76'
C186	130.00'	10°05'58"	11.49'	22.92'	N34°37'37"E	22.89'
C187	170.00'	0°50'59"	1.26'	2.52'	S16°24'55"W	2.52'
C188	170.00'	10°20'39"	15.39'	30.69'	S22°00'44"W	30.65'
C189	170.00'	9°48'45"	14.59'	29.11'	S32°05'28"W	29.08'
C190	170.00'	2°40'47"	3.98'	7.95'	S38°20'12"W	7.95'
C191	10.00'	90°00'00"	10.00'	15.71'	S05°19'24"E	14.14'
C192	10.00'	90°00'00"	10.00'	15.71'	S84°40'36"W	14.14'
C193	10.00'	90°00'00"	10.00'	15.71'	N84°40'36"E	14.14'
C194	10.00'	90°00'00"	10.00'	15.71'	N05°19'24"W	14.14'
C197	8.50'	90°00'00"	8.50'	13.35'	S84°40'36"W	12.02'
C198	8.50'	90°00'00"	8.50'	13.35'	S05°19'24"E	12.02'
C199	8.50'	90°00'00"	8.50'	13.35'	S84°40'36"W	12.02'
C219	740.00'	2°56'13"	18.97'	37.93'	S43°59'34"E	37.93'
C221A	95.28'	7°47'56"	700.00'	47.72'	S46°25'26"E	95.21'
C223	740.00'	4°51'43"	31.42'	62.79'	S47°53'33"E	62.78'
C224	166.50'	7°05'38"	10.37'	20.61'	N53°52'13"W	20.60'
C225	133.50'	7°05'38"	8.28'	16.53'	S83°52'13"E	16.52'
C226	4970.00'	0°18'02"	13.03'	26.07'	N46°21'55"W	26.07'
C308	11.00'	70°33'42"	7.78'	13.55'	N11°05'00"W	12.71'
C309	11.00'	115°41'22"	17.50'	22.21'	N75°47'29"E	18.63'

MATCHLINE
SEE SHEET 3

PARKING LEGEND

NOTE:
THESE LABELS AND THE ASSOCIATED PAINT LINES
DELINEATING INDIVIDUAL PARKING SPACES ARE
FOR REFERENCE ONLY. PAINT LINES ARE NOT
BEING PROPOSED AS A PART OF THIS PLAN.

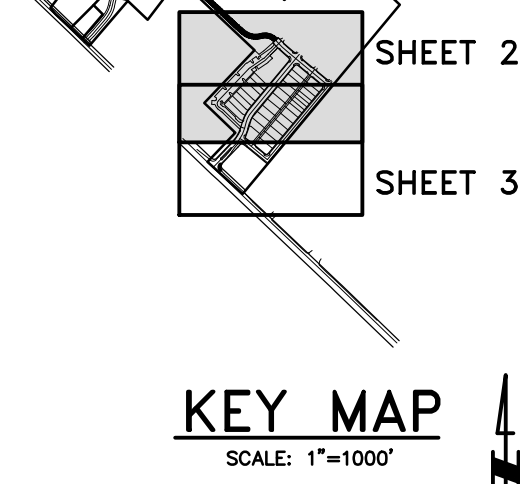
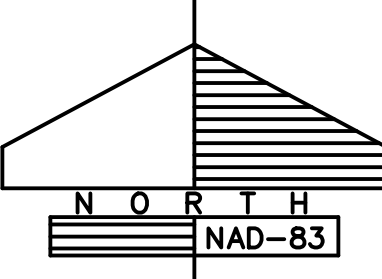
④ REFERENCES THE LOT THAT THIS
PARTICULAR SPACE IS ALLOCATED FOR

① THIS SPACE IS ALLOCATED
FOR COMMERCIAL PARKING

③ THIS SPOT IS AN ADDITIONAL SPACE
NOT ALLOCATED TO A SPECIFIC LOT

LEGEND

- EXISTING PROPERTY BOUNDARY
EXISTING ADJONER LINE
EXISTING CENTERLINE
PROPOSED CENTERLINE
EXISTING EDGE OF CARTRAY
PROPOSED EDGE OF PAVEMENT / CURB LINE
EXISTING RIGHT-OF-WAY LINE
PROPOSED RIGHT-OF-WAY LINE
PROPOSED LOT LINE
PROPOSED EASEMENT LINE
PROPOSED MINIMUM BUILDING SETBACK LINE
EXISTING 100-YR. WATER SURFACE BOUNDARY
PROPOSED 100-YR. WATER SURFACE BOUNDARY
- EXISTING VEGETATION
DECIDUOUS TREE
EVERGREEN TREE
- EXISTING TREELINE
PROPOSED TREELINE
EXISTING FENCE
PROPOSED FENCE
EXISTING MAILBOX
EXISTING UTILITY POLE
EXISTING OVERHEAD TELEPHONE LINE
EXISTING OVERHEAD CABLE LINE
EXISTING OVERHEAD ELECTRIC LINE
EXISTING SANITARY SEWER LINE
EXISTING WATER LINE
EXISTING WATER VALVE
EXISTING FIRE HYDRANT
EXISTING SANITARY SEWER CLEAN OUT
EXISTING WELL
EXISTING SANITARY SEWER MANHOLE
- EXISTING STORM PIPE
EXISTING STORM INLET
EXISTING STORM HEADWALL/ENDWALL
EXISTING STORM MANHOLE
PROPOSED CLEAR SIGHT TRIANGLE
PROPOSED SIGHT LINE AREA FOR
SAFE STOPPING DISTANCE
PROPOSED LOT NUMBER
PROPOSED STOP SIGN
PROPOSED STREET NAME SIGN
PROPOSED TRAFFIC SIGN
PROPOSED PARKING LIGHT
PROPOSED PARKING LOT LIGHT
PROPOSED CONCRETE SIDEWALK
PROPOSED BRICK PAVEMENT SIDEWALK
PROPOSED PERVIOUS PAVEMENT
WALKING TRAIL (BMP)
PROPOSED IRON PIN TO BE SET
CONCRETE MONUMENT
PROPOSED DWELLING UNIT ROOF LINE
PROPOSED DRIVEWAY
PROPOSED BOULDER GRADING WALL
- ADA ACCESSIBLE CURB/RAMP
SEE DETAILS FOR EACH TYPE
- 6' WIDE PEDESTRIAN CROSSWALK
PROPOSED ARCHITECTURAL WALL
- ULTIMATE RIGHT-OF-WAY
AREA OF EXISTING ROAD TO BE
MILLED AND OVERLAD
CONTROLLED FACILITIES (SHEETS 2 & 3 ONLY)



EMERGENCY ACCESS CENTERLINE INFORMATION

CL LINE TABLE			CL CURVE TABLE					
LINE #	LENGTH	BEARING	CURVE #	LENGTH	DELTA	RADIUS	TANGENT	BEARING
EA-L1	0.31'	S73°34'31"W	EA-C1	83.29'	63°37'49"	75.00'	46.53'	N74°16'34"W
EA-L2	123.44'	N22°40'38"W	EA-C2	100.26'	57°26'50"	100.00'	54.80'	N77°22'04"W
EA-L3	0.98'	S46°56'34"W	EA-C3	169.58'	31°32'24"	3014.23'	84.81'	N47°01'57"W
			EA-C4	86.44'	37°42'29"	1453.24'	43.23'	N47°07'29"W
			EA-C5	88.07'	23°39'44"	1895.54'	44.04'	N47°29'51"W
			EA-C6	84.83'	23°29'22"	206.92'	43.02'	N34°25'19"W
			EA-C7	35.31'	20°38'52"	97.97'	17.85'	N33°00'04"W
			EA-C8	117.46'	89°43'56"	75.00'	74.65'	N88°11'28"W

LINE TABLE		
LINE	LENGTH	BEARING
L14	166.75'	N43°59'43"E
L14A	163.81'	N43°59'43"E
L15	34.21'	N15°59'25"E
L16	0.60'	N15°59'25"E
L17	33.61'	N15°59'25"E
L18	358.20'	N39°40'36"E
L18A	30.00'	N39°40'36"E
L21	499.50'	N39°40'36"E
L21A	28.50'	N39°40'36"E
L34	44.76'	S50°19'24"E
L35	112.00'	S50°19'24"E
L36	109.50'	S50°19'24"E
L37	38.77'	S27°28'02"E
L38	122.80'	S50°19'24"E
L39	14.30'	S50°19'24"E
L40	108.50'	S50°19'24"E
L44	458.11'	N39°40'36"E
L44A	27.00'	N39°40'36"E
L48	111.29'	N74°00'35"W
L49	115.77'	N46°21'50"W
L50	29.74'	N53°02'18"W
L51	227.01'	N43°40'16"E
L52	82.00'	N55°19'31"E
L53	27.04'	N46°56'44"E
L54	77.81'	N45°28'04"E
L54A	27.38'	N45°28'04"E

DECLARATION PLATS AND PLANS
FOR
PHASE 1
OF
WABASH LANDING
A PLANNED COMMUNITY SITUATE IN
LANCASTER COUNTY, PA
EAST COCALCO TOWNSHIP.

MANAGER: JAMES C. HENNE
DESIGN BY: JDB
DRAWN BY: JDB
CHECKED BY: JDB
DATE: JULY 6, 2018
SHEET NO. 2 OF 3
DWG. NO. 08-0500-02-C

CLIENT: SUNVIEW PARTNERS LP
c/o MR. MAHLOW ZIMMERMAN
490 MILLWAY ROAD
EPHRATA, PA 17522
(717) 532-5700

FIELDBOOK NO. FOR PIONEER MANAGEMENT BY:
DATA COLLECTOR: JDB
CHECKED BY: JDB
DATE: JULY 6, 2018
SHEET NO. 2 OF 3
DWG. NO. 08-0500-02-C

REVISIONS
NO. DATE

EXHIBIT “B”
Wabash Landing Declaration

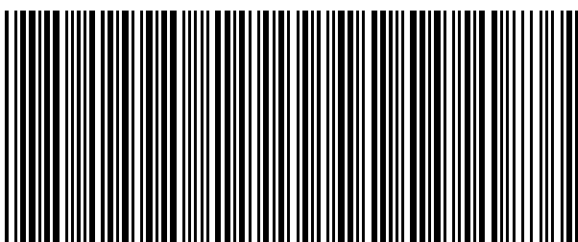
Lancaster County

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



INSTRUMENT # : 6426923

RECORDED DATE: 11/02/2018 10:51:39 AM



3983088-0016\$

LANCASTER COUNTY ROD**OFFICIAL RECORDING COVER PAGE**

Page 1 of 57

Document Type: EASEMENT/RIGHT OF WAY
Transaction Reference: eSecureFile : 7942425
Document Reference:

Transaction #: 3831016 - 1 Doc(s)
Document Page Count: 56
Operator Id: dixonj2

RETURN TO: (Simplifile)
Gibbel Kraybill & Hess LLP
2933 Lititz Pike PO Box 5349
Lancaster, PA 17606
(717) 291-1700

SUBMITTED BY:
Gibbel Kraybill & Hess LLP
2933 Lititz Pike PO Box 5349
Lancaster, PA 17606

*** PROPERTY DATA:**

Parcel ID #: 080

Municipality: EAST COCALICO TOWNSHIP
(100%)

School District: COCALICO 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	\$104.00
Total:	\$162.75

INSTRUMENT # : 6426923

RECORDED DATE: 11/02/2018 10:51:39 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.

**DECLARATION
OF
COVENANTS, RESTRICTIONS AND EASEMENTS**

WABASH LANDING

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DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS

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DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS**WABASH LANDING**

This Declaration, made this 26th day of SEPT., 2017, by

Sunview Partners, LP, a Pennsylvania limited partnership, for itself, its successors (whether by voluntary or involuntary transfer) and assigns ("Declarant" or "Sunview"), together with Ronald G. Kreider and Rosalie O. Kreider, H/W ("Kreiders") (Declarant and Kreiders, collectively, referred to as the "Titleholder(s)").

WITNESSETH:

WHEREAS, the Kreiders are the record owners of a certain parcel of real property containing approximately 8.680 acres located in the East Cocalico Township, Lancaster County, and Commonwealth of Pennsylvania, as identified as parcel number 0804496900000 and further identified in a deed recorded in the records of the Lancaster County Recorder of Deed at Deed Book K-75-267 (hereinafter referred to as the "Kreider Tract"); and

WHEREAS, Sunview is the record owner of certain parcels of real property in the East Cocalico Township, Lancaster County, and Commonwealth of Pennsylvania, identified as follows: (1) Parcel number 0804130000000 containing approximately 0.98 acres, and further identified in a deed recorded in the records of the Lancaster County Recorder of Deed at Document Id No. 6394979; (2) Parcel number 0804900200000 containing approximately 12.57 acres, and further identified in a deed recorded in the records of the Lancaster County Recorder of Deeds at Document ID No. 5932981; (3) Parcel number 0808881000000 containing approximately 0.87 acres, and further identified in a deed recorded in the records of the Lancaster County Recorder of Deeds at Document ID No. 6394981; (4) Parcel Number 0803952200000 containing approximately 4.47 acres, and further identified in a deed recorded in the records of the Lancaster County Recorder of Deeds at Document ID No. 6394980; and (5) Parcel number 0808414400000 containing approximately 0.39 acres, and further identified in a deed recorded in the records of the Lancaster County Recorder of Deeds at Document ID No. 6394982 (hereinafter referred to as the "Sunview Tract"); and

WHEREAS, Titleholders join in this Declaration to submit a portion of the Kreider Tract and all of the Sunview Tract to the covenants, restrictions and easements set forth in this Declaration; and

WHEREAS the Sunview Tract and the Kreider Tract (both of which shall hereinafter collectively be referred to as the "Property") is further identified on a Final Phase I Subdivision and Lot Add-On Plan for Wabash Landing, prepared by Pioneer Management, LLC, Drawing No. 08-0500-02-C, dated July 6, 2015, last revised August 2, 2017, and which was recorded in the Office of the Recorder of Deeds in and for Lancaster County, Pennsylvania on March 8, 2018 as Instrument # 2018-0079-J (and which Plan is hereby incorporated by reference and made a part of this Declaration), together with all future amendments thereto ("Plan"); and

WHEREAS, Declarant desires to create a planned community upon the Property, to be known as Wabash Landing, containing a mix of residential type units and a limited number of commercial uses as detailed on the Plan; and

WHEREAS Declarant desires to impose certain common easements upon the Dwellings for the use and enjoyment of the purchasers of the Units within the Property, hereinafter referred to as "Owners" of Wabash Landing; and

WHEREAS, the Declarant desires to provide for the preservation of the values and amenities in the Community and for the maintenance of said common lands and facilities; and to this end, desires to subject Wabash Landing to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of the Property and each owner of a part thereof; and

WHEREAS, the Declarant has deemed it desirable for the efficient preservation of the values and amenities in the Community to create an association to which will be delegated and assigned the powers of maintaining and administering the Common Elements and Controlled Facilities, administering and enforcing the covenants and restrictions and levying, collecting and disbursing the assessments and charges hereinafter created, all in accordance with and subject to the terms and provisions of the Pennsylvania Uniform Planned Community Act of Dec. 19, 1996, P.L. 1336, No. 180 (68 Pa.C.S.A. § 5101, *et seq.*), as amended (hereinafter referred to as the "Act"); and

WHEREAS, the particulars of the application of the Act to the Property are shown on the Declaration Plats and Plans for Phase I of Wabash Landing, prepared by Pioneer Management, LLC, Drawing No. 08-0500-02-C, dated July 6, 2018, set forth in Exhibit "B" (HOA Plat Plan).

NOW, THEREFORE, the Declarant and Titleholders hereby declare and covenant, for themselves and their heirs, successors and assigns, that Wabash Landing, as defined below and as identified in Exhibit "A", and all improvements now or hereafter constructed thereon is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges, obligations and liens (sometimes referred to as "Covenants, Restrictions and Easements") hereinafter set forth.

ARTICLE 1. DEFINITIONS

1.01. **General.** If not otherwise defined in this Article or elsewhere in this Declaration, capitalized terms shall have the meaning given them in the Act (and if defined in both the Act and in this Declaration, the term shall have the general meaning provided by the Act, together with the specific meaning given in this Declaration). The following words, when used in this Declaration or any amendment thereto (unless clearly indicated otherwise), shall have the following meanings:

1.02. **Architectural Features and Construction Specifications Manual (Manual)** is that document, as the same may be amended, modified or replaced from time to time, which was prepared by Pioneer Management, LLC for this Community and is referred to in the general plan notes of the Plan. The Manual shall serve as the reference for, and shall be controlling

as to design and construction details for the Community. Provided, however, that in the event of inconsistency, the provisions of the Plan and of this Declaration shall prevail over the Manual.

1.03. **Articles of Incorporation** shall mean and refer to the Articles of Incorporation of Wabash Landing Homeowners Association, together with all future amendments or supplements thereto.

1.04. **Assessments** shall mean and refer to amounts imposed or assessed by the Association from time to time upon or against the Lots or Owners for the purpose of paying or providing for the payment of Common Expenses. Assessments include assessments for General Common Expenses, Limited Common Expenses and any other charge against a Lot or Owner provided by this Declaration or the Act. Assessments also include any associated late fees, interest, fines, costs, and fees (including attorney fees) and expenses incurred by the Association in collection or sums owing it by the Owner or enforcement of rights against a Lot or Owner.

1.05. **Association** shall mean and refer to Wabash Landing Homeowners Association, a Pennsylvania nonprofit corporation, its successors and assigns.

1.06. **Bylaws** shall mean and refer to the Bylaws of Wabash Landing Homeowners Association, a Pennsylvania nonprofit corporation, together with all future amendments or supplements thereto.

1.07. **Common Elements** shall mean the Common Facilities or the Controlled Facilities in the Community. Common Elements include, but are not limited to all interior undedicated streets, alleyways and adjoining curbing, sidewalks not located within Unit boundaries, street lighting, open space areas, walking paths, seating areas along the walking paths, meeting areas within the open space areas; and all areas of the Property located outside the title lines of the Lots. The Common Elements will be owned and maintained by the Association and devoted to the common use and enjoyment of the Members of the Association.

1.08. **Common Expenses** shall mean and refer to all those expenses which are incurred, anticipated or assessed by the Association in fulfilling its lawful responsibilities, including, but not limited to the expenses associated with maintaining, repairing, replacing, regulating, insuring and managing the Common Elements.

1.09. **Common Expense Assessment** shall mean and refer to all those assessments imposed upon Owners for Common Expenses, as detailed in ARTICLE 5 of this Declaration.

1.10. **Common Facilities** shall mean any real estate within the Community which is owned by or leased to the Association. The term does not include a Unit.

1.11. **Community** shall mean and refer to the community to be known as Wabash Landing located on the Property or any portion of the Property which has been subjected to or which the Declarant intends to subject to the provisions of this Declaration.

1.12. **Completion Date** shall mean the later of (i) the date of conveyance or lease by the Declarant of the last Dwelling the Declarant reserves the right to include in the Community or (ii) ten (10) years from the date of this Declaration.

1.13. **Controlled Facilities** shall mean any real estate or improvement within the Property, whether or not part of a Lot, that is maintained, improved, repaired, replaced, regulated, managed, insured or controlled by the Association. Controlled Facilities include, but are not limited to all stormwater management facilities (such as basins, culverts and the like), all undedicated sanitary sewer, water and other utility lines that are located on a Lot. All Controlled Facilities are devoted to the common benefit of the Members of the Association. Any ADA ramps within the Community shall be Controlled Facilities, whether lying in part or entirely within any Lot or Township right of way.

1.14. **Declarant** is defined in the opening paragraph of this Declaration.

1.15. **Declaration** shall mean and refer to this Declaration of Covenants, Restrictions and Easements for Wabash Landing, and any recorded amendments and supplements thereto.

1.16. **Dwelling** shall mean and refer to the building or residential unit erected upon any Lot, whether a single family detached home, semi-detached home, townhouse or apartment unit. As depicted on the Plan it is anticipated that there will be 195 Dwellings within Wabash Landing, including sixty nine (69) single family detached homes, forty-eight (48) semi-detached homes, thirty-eight (38) townhouses, twenty-eight (28) multi-family dwellings, eight (8) conversion apartments, and four (4) semi-detached single family dwelling units with first floor commercial space.

1.17. **Eligible Mortgage Holder** shall mean and refer to any holder of a first mortgage encumbering any Lot or Dwelling and the insurers or guarantors of the first mortgage; which, by sending written notice of such request to the Association, has requested notice of any proposed action by the Association or the Owners that requires the consent of a specified percentage of Eligible Mortgage Holders.

1.18. **Executive Board** shall mean and refer to the Executive Board of Wabash Landing Homeowners Association, and any reference herein or in the Articles of Incorporation, Bylaws or Rules and Regulations to any power, duty, right of approval or any other right of the Association shall be deemed to refer to the Executive Board and not to the Members of the Association, unless the context expressly indicates to the contrary.

1.19. **Flexible Planned Community** shall mean a planned community containing withdrawable or convertible real estate or a planned community to which additional real estate may be added or a combination thereof.

1.20. **HOA Plat Plan** shall mean the Declaration Plats and Plans for Phase I of Wabash Landing, prepared by Pioneer Management, LLC, Drawing No. 08-0500-02-C, dated July 6, 2018, set forth in Exhibit "B."

1.21. **Limited Common Elements** shall mean a part of the Common Elements (if any) allocated pursuant to this Declaration or the Act for the exclusive use of one or more (but fewer than all) of the Lots.

1.22. **Limited Common Expenses** shall mean expenses of maintaining, repairing or replacing, as applicable, Limited Common Elements.

1.23. **Lot or Unit** shall mean and refer to any plot of land designated for separate ownership or occupancy, intended and subdivided for residential or commercial use, shown upon the recorded subdivision Plan of the Property, as amended and filed from time to time, some of which Lots include the Controlled Facilities. Where a Dwelling adjoins other Dwellings, the Lot line shall be the middle of the shared party wall(s). A LOT OR UNIT AS USED IN THIS DECLARATION DOES NOT INCLUDE THOSE NUMBERED LOTS ON THE PLAN WHICH ARE PART OF THE COMMON ELEMENTS AND NOT INTENDED FOR SEPARATE OWNERSHIP OR OCCUPANCY.

1.24. **Lot Developer** shall mean and refer to any person or entity to whom the Declarant has transferred any number (but less than all) of the Lots held by the Declarant in the ordinary course of business, and such person or entity holds such lots for resale or to construct Dwellings on such Lots and offer for sale such Dwellings in the ordinary course of business.

1.25. **Member** shall have the same meaning as Owner.

1.26. **Owner** shall mean and refer to the record owner (including Declarant and Lot Developers), whether one or more persons or entities, of the fee simple title to any Lot.

1.27. **Plan** shall mean the Phase 1 subdivision and land development plan defined above in the Whereas section. Any specific provisions shown on the Plan or detailed in the General Plan Notes on the Plan, shall control and take precedence over any inconsistent provisions in the Manual or in this Declaration.

1.28. **Property** shall mean and refer to all of the real property, comprising either Lots or Common Elements, as it is described in Exhibit "A," and further identified in the Plan, and all of which is located in East Cocalico Township, Lancaster County, Pennsylvania.

1.29. **Rules and Regulations** shall mean and refer to those rules and regulations of the Association that may be duly promulgated by its Executive Board from time to time, together with all future amendments thereto.

1.30. **Special Declarant Rights** has the meaning given to such term in the Act and includes any rights reserved for the benefit of the Declarant hereunder or under the Act to (i) complete the improvements shown on the HOA Plat Plan; (ii) maintain offices, sign and models; (iii) use easements through the Common Elements for the purpose of making improvements within the Property; (iv) convert a Dwelling into Common Elements, or change the boundary lines between Lots and/or between Lots and Common Elements (such change in boundary lines, if material, to be subjected to the Township's approval, not to be unreasonably withheld or delayed); (v) appoint and remove Executive Board members during the Declarant

Control Period; and (vii) any other rights reserved unto the Declarant constituting "Special Declarant Rights" or "Development Rights" under the Act and reserved herein, whether or not expressly designated as such in this Declaration.

1.31. **Township** shall mean and refer to East Cocalico Township, Lancaster County, Pennsylvania. Township shall also include any separate municipal water or sewer authority having jurisdiction of public water and sanitary sewer services to the Community.

1.32. **Unit** shall have the same meaning as a Lot defined above.

1.33. **Wabash Landing** shall have the same meaning as Property.

1.34. **Withdrawable Real Estate** shall mean real estate that may be withdrawn from a flexible planned community. This Community is a Flexible Planned Community; the Withdrawable Real Estate being that portion of the Property lying outside of Phase 1 as shown on the Plan, or outside any future phases added to the Community, as this Declaration may be amended and the Community further developed from time to time. For a period of ten (10) years after the recording of this Declaration, the Declarant shall have the unlimited right to withdraw any portion of, or all of the Withdrawable Real Estate from the Community. In such event, the voting rights of each Member shall remain as set forth in Section 3.03 of this Declaration. Although no assurances are made in this regard, Declarant contemplates that any Withdrawable Real Estate, if withdrawn would be in inverse order of the phase numbers shown on the Plan; and the only withdrawn Property would be any phases as shown on the Plan which are not completed just prior to ten (10) years after the recording of this Declaration.

ARTICLE 2. PROPERTY SUBJECT TO THIS DECLARATION

2.01. **Subject Property.** The Declarant hereby declares that all of the Property as defined above, shall be held, transferred, sold, conveyed, leased and occupied subject to this Declaration and all amendments and supplements hereto.

2.02. **Title to Common Elements; Dedication.** The Declarant shall retain the legal title to the Common Elements until such time as they are conveyed to Association, or dedicated to the Township. The Declarant shall pay any and all real estate taxes levied upon the Common Elements prior to acceptance by the Township or dedication to the Association. The Declarant shall have the right to mortgage all or any portion of the Common Elements prior to dedication to the Township or conveyance to the Association (and to take such other actions as may be necessary to prevent foreclosure).

2.03. **Reservations.**

(a) Declarant reserves to itself, and its agents, successors and assigns, including the Association, the unconditional right and authority to grant perpetual easements in, upon, under, through, over and above the Property for purposes of

(1) providing services to the Owners within Wabash Landing; and

(2) installing, maintaining, repairing, replacing, using, operating and improving utility systems, or components thereof, to serve the Property. Such easements may be granted to any governmental entity or utility or other company providing essential services.

(b) Subject to the appropriate approvals by the Township, Declarant further reserves unto itself, its agents, successors and assigns, the right to relocate, change or modify from time to time, any Lot line (other than those Lots which have been conveyed to an Owner) or subdivision plan, street, avenue, roadway, highway, utility easement, or area.

(c) Declarant further reserves unto itself, its agents, successors and assigns, the unconditional right to convey and dedicate all of Declarant's right, title and interest in and to all or any portion of the roadways within the control of the Declarant to the Township.

(d) Declarant expressly reserves unto itself, its agents, successors and assigns, including the Association, the right at or after the time of grading of any streets or roadways or any part thereof for installation of any utilities, to enter upon any abutting Lot and to grade a portion of such Lot adjacent to such street or roadway.

(e) Declarant, and its successors and assigns, including the Association, shall have the right to require each Owner to execute, such further grant or other documentation as may be reasonably required by a utility company or other company or public, governmental or quasigovernmental entity in accordance with this Declaration.

(f) The rights and powers reserved to Declarant and its agents, successors and assigns may be exercised without the consent, vote or approval of the Association or each Owner.

ARTICLE 3. WABASH LANDING ASSOCIATION

3.01. Incorporation. The Declarant will incorporate the Association as a nonprofit corporation under the laws of the Commonwealth of Pennsylvania, for the purpose of the functions set forth herein.

3.02. Membership. Every Owner of a Lot that is subject to this Declaration shall be a Member of the Association. For so long as the Declarant owns at least one Lot within the Property, the Declarant shall be a Member of the Association. A purchaser of a Lot becomes a Member when he or she takes title thereto from the Declarant or from another Owner, and the membership interest of the Declarant or former Owner with respect to such Lot shall cease on that date.

3.03. Voting Rights. Each Member in good standing shall be entitled to one (1) vote for each Lot of which he or she is the Owner, with the exception of the owner of the Lots containing residential apartments and conversion apartments, who shall be entitled to one vote per Dwelling within the Lot, and it is currently anticipated that there will be twenty-eight (28) residential apartments and consequently the Owner of a Lot containing twenty-four (24) residential apartments would be entitled to cast twenty four (24) votes. With respect to the conversion apartments, there shall be one vote allocated for each Dwelling and

one vote for each commercial unit on that Lot. When more than one (1) person or entity is the Owner of any Lot, the vote for such Lot shall be exercised as they among themselves may determine, but in no event, shall more than one (1) vote be cast with respect to any such Lot.

3.04. Executive Board. There shall be an Executive Board which shall consist of three (3) persons. Executive Board members and its officers shall be elected, appointed, removed and charged with responsibilities in accordance with the Bylaws. Unless otherwise specifically provided, all rights, powers, authority, duties and responsibilities of the Association shall be exercised, discharged or delegated, as the case may be, by the Executive Board and its officers.

3.05. Duties and Responsibilities. The Association shall discharge all duties as are set forth in, or as may be fairly implied from, the Act, this Declaration, the Articles of Incorporation, the Bylaws, the Manual, any Rules and Regulations or other applicable law. The Association shall discharge its duties in a manner that protects and furthers the health, safety and general welfare of the residents of the Property. The Association shall have the right to contract with a single trash hauler for the entire Community. The Association shall have the affirmative and perpetual duty and obligation to provide for the maintenance, management, preservation, administration and operation of all Common Elements in accordance with the terms of the Act, this Declaration, the Articles of Incorporation and Bylaws. The Association shall not dissolve without first obtaining the consent of the Township.

3.06. Declarant's Control. Notwithstanding anything to the contrary contained herein, the Declarant shall have the right, but not the duty to appoint officers and Executive Board members of the Association, and to control the business of the Association in accordance with the following procedures and time periods for transition of control from the Declarant to Owners who are not the Declarant, and as provided in the Bylaws. This transition of control shall be based on the total number of Lots planned to ultimately contain a residential dwelling on the Property (assuming full development) as shown on the Plan (the "Total Number of Lots").

(a) The initial Executive Board shall consist of three (3) Executive Board members who shall be appointed, removed and replaced from time to time by the Declarant, with or without cause, until their respective successors are elected by Owners other than the Declarant as hereafter set forth.

(b) Executive Board members shall thereafter be elected or appointed as provided in the Bylaws consistent with the provisions of the Act; except that in the transition from Declarant control to other Owner control, Section 5303 of the Act shall apply as follows:

(1) Until conveyance to Owners other than the Declarant of title to twenty-five (25%) percent of the Total Number of Lots, the Declarant shall appoint all Executive Board members and officers.

(2) Prior to the sixtieth (60th) day after conveyance to Owners other than the Declarant of title to twenty-five (25%) percent of the Total Number of Lots, the Declarant shall cause a special meeting of the Association to be duly noticed and held; at which meeting the Members other than the Declarant shall elect one (1) Executive Board member (but in any event not less than 25% of all Executive Board members) to replace one of the Executive Board members as Declarant shall designate.

(3) Prior to the sixtieth (60th) day after conveyance to Owners other than the Declarant of title to thirty-three (33%) percent of the Total Number of Lots, if there are at that time more than three (3) members of the Executive Board, then the Declarant shall cause a special meeting of the Association to be duly noticed and held; at which meeting the Members other than the Declarant shall elect not less than 33% of all Executive Board members, to replace one or more of the Executive Board members as Declarant shall designate.

(4) Within sixty (60) days after conveyance to Owners other than the Declarant of title to seventy-five (75%) percent of the Total Number of Lots, but in no case later than the earlier to occur of (i) seven (7) years (or such longer period as may be provided by future amendment to Section 5303 of the Act) from the date of the conveyance of the first Lot by the Declarant to someone other than the Declarant; (ii) two (2) years after the Declarant or its successor ceases to offer Lots for sale in the ordinary course of business; or (iii) any other event terminating Declarant control (as provided in Section 5303 of the Act), the Executive Board shall cause a special meeting of the Association to be duly noticed and held; at which meeting the Owners shall be entitled to elect all of the Executive Board members.

(c) Notwithstanding the above provisions, the Declarant shall have the right (conditionally or unconditionally) to surrender control of the Executive Board sooner than specified above.

(d) Notwithstanding any provision of the Bylaws to the contrary, whenever notice to Owners is required hereunder, such notice shall be given by the Executive Board as provided in the Bylaws, and, if the Executive Board shall fail to send such notice when required hereunder, the meeting may be called and the notice given by any Owner.

(e) Notwithstanding anything to the contrary contained herein, until the last Lot held by the Declarant for sale is sold in the regular course of business, the Declarant shall be given thirty (30) days notice of any meeting called for the purpose of amending this Declaration, the Articles of Incorporation, the Bylaws, or any amendment thereto.

ARTICLE 4. COMMON ELEMENTS; MAINTENANCE AND REPAIR

4.01. Declarant's Rights and Obligations with Respect to Common Elements.

(a) Declarant reserves the right to construct and convey to the Association or dedicate to the Township any and all existing and proposed Common Elements and all other improvements planned or contemplated for construction within the Property, including,

without limitation, the interior streets, curbing, street lighting, and all other improvements shown on the Plan. Declarant has no obligation to construct, complete or convey any Common Element to or for the benefit of the Association except for improvements identified on the HOA Plat Plan as "Must Be Built" and those improvements required as a condition of subdivision and land development plan approval by the Township or other governmental authorities. Declarant reserves the right to designate any and all improvements constructed within the Community (except the Lots) as Common Elements.

(b) The Declarant shall have the right to convey and dedicate the interior streets, sidewalks and related curbing, street lighting, open space, as well as stormwater management systems and sanitary sewer and water systems to (i) the Township, in the case of the open space, roads, sidewalks and related improvements, provided, however, that the Township shall have no obligation to accept dedication of the same, and (ii) the applicable utility company, in the case of sanitary sewer, public water or utility facilities, provided, however, that such authority shall have no obligation to accept the same. Any Common Element conveyed to the Township, upon conveyance to the Township, shall no longer be considered a Common Element of the Property.

(c) The Declarant shall have the right to convey Common Elements to the Association before the completion thereof if a third party guarantee, bond, escrow or letter of credit or other reasonable financial security is delivered to the Association as required by the Act, in addition to the Declarant's own personal guarantee of completion; in which case such financial security and the Declarant's own guarantee shall not expire until completion of such Common Element.

(d) The Association shall assume the obligation for maintenance, management, repair and insurance of each Controlled Facility that has not been dedicated to and accepted by the Township or the applicable utility company, once that Controlled Facility has been completed. Pending the completion of a Controlled Facility, such Controlled Facility will be owned by the Declarant and all real estate taxes and other expenses associated therewith shall be borne by the Declarant.

(e) The Association shall assume the obligation for maintenance, management, repair and insurance of each Common Element that has not been dedicated to and accepted by the Township or the applicable utility company once that Common Element has been completed. Pending the completion of a Common Element, such Common Element will be owned by the Declarant (or by Titleholder) and all real estate taxes and other expenses associated therewith shall be borne by the Declarant.

(f) The Declarant guarantees the completion of the Common Elements and Controlled Facilities shown on the HOA Plat Plan and designated as "Must Be Built." The obligation of Declarant to complete and convey or lease improvements required to be constructed shall be binding on the Declarant and any successor in interest of the Declarant therein, whether or not such successor in interest succeeds to any Special Declarant Rights. The Declarant is not providing any security for the benefit of the Association to secure the completion thereof.

(g) The Declarant will enter into an Improvement Guarantee Agreement with the Township governing the installation of improvements required by the approved subdivision plan and applicable Township ordinances and regulations, which improvements will be specified in the Improvement Guarantee Agreement. Pursuant to the Improvement Guarantee Agreement and the Pennsylvania Municipalities Planning Code ("MPC"), Declarant shall post financial security with the Township to secure completion of the improvements identified in the Improvement Guarantee Agreement.

(h) Except as such facilities and improvements are required as a condition of the Township's subdivision and land development approval, Declarant has no obligation to construct, complete, lease or convey to the Township or the Association (i) any facilities or improvements not shown on the Plan; and (ii) any improvements labeled "need not be built" on the HOA Plat Plan.

4.02. Association's Rights and Obligations with Respect to Common Elements.

(a) The Association shall have the exclusive responsibility for the maintenance, repair, upkeep, management and insurance of the Common Elements, except to the extent otherwise provided herein, and the expenses thereof shall constitute General Common Expenses. The Common Elements, and the responsibility of the Association for repair, replacement and maintenance thereof, shall be as follows:

(1) The Association shall have exclusive responsibility for the maintenance, repair, upkeep, management and insurance of all sewage and water lines, except (i) such lines as are dedicated to a municipal authority; and (ii) such lines from the laterals to a Dwelling. The Owner shall be responsible for such lines from a lateral to the Dwelling and within that Owner's Dwelling.

(2) The Association shall have exclusive responsibility for the maintenance, repair, upkeep, management and insurance of all stormwater management facilities (such as any infiltration system, basins, culverts and the like).

(3) The Association shall have exclusive responsibility for the maintenance, repair, upkeep, management and insurance of the following stormwater management facilities and BMP's:

- i. Basins #1, #2 and #3
- ii. Bio-retention Areas #1 and #2
- iii. Street sweeping all streets, alleys and parking lots within the subdivision
- iv. Storm sewers, culverts, swales and the like on Lots 163-172
- v. The storm sewer system between the basin outlet structure on Lot 174 and its discharge point on Lot 163
- vi. Storm sewer systems within all access/utility easements
- vii. Terre Kleen water quality inlet on Lot 172
- viii. Pervious paved walkways
- ix. All Street Trees and all other landscaping shown on the PCSM Plan

- x. All beauty strips, with the exception of mowing responsibilities which shall be the lot owner's responsibility and
- xi. All rain gardens

(4) The Association shall have the exclusive responsibility for mowing and general maintenance from the back of the curb to the proposed right-of-way along the south-eastern side of Coastal Avenue Section "B".

(5) The Association shall have exclusive responsibility for the maintenance, repair, upkeep, management and insurance of all private streets and alleys within the Community.

(6) The Association shall have exclusive responsibility for the maintenance, repair, upkeep and replacement of the privacy fence located on Lots 170 and 171; Unit Owners of Lots 92-105 shall be responsible for the privacy fence on their Lots.

(b) Notwithstanding the preceding, any Lot owned by the Declarant shall not be entitled to receive the services from the Association with respect to the Common Elements provided for in this section, and any maintenance and repair service that would otherwise be performed by the Association with respect to any Lot owned by the Declarant shall be performed by the Declarant at its expense unless the Declarant has leased such Lot to a third party residential tenant.

4.03. Association's Rights and Obligations with Respect to Limited Common Elements.

(a) The Limited Common Elements and the responsibility of the Association and Owners for the maintenance, repair, replacement and insurance thereof, are as follows:

(b) All expenses incurred by the Association for Limited Common Elements shall constitute part of the regular Assessment for Limited Common Expenses. Notwithstanding anything to the contrary, any expense associated with the maintenance, repair or replacement of a Limited Common Element that is made necessary as a result of acts or omissions of the Owner or other occupant of a Lot (or their guests, contractors or subcontractors) shall be the sole and exclusive responsibility of the Owner and the expense shall be borne and allocated exclusively to the Owner.

(c) Upon construction thereof, Limited Common Elements shall automatically be allocated as Limited Common Elements for the exclusive use and benefit of the lots they are designed and constructed to serve without any further action or document required on the part of the Association or Declarant.

(d) Notwithstanding the preceding, any Lot owned by Declarant shall not be entitled to receive the services from the Association with respect to the Limited Common Elements provided for in this Section, and any maintenance and repair service that would otherwise be performed by the Association with respect to any Lot owned by Declarant shall

be performed by Declarant at its expense unless Declarant has leased such Lot to a third party residential tenant.

4.04. Use and Enjoyment of Common Elements.

(a) The Association is responsible to maintain and make available for public use certain areas of the Common Elements, as shown on the Plan and as documented in the Plan and in certain recorded instruments identified in Exhibit "C." Otherwise, and subject to Rules and Regulations in effect from time to time, the Common Elements (except the Limited Common Elements) shall be for the exclusive use, enjoyment and benefit of the Owners, and their family, guests, tenants, visitors and invitees; provided however, that the Association shall have the right to suspend the right of any Owner to use the Common Elements (other than for access) if such Owner is delinquent in the payment of Assessment or in material violation of this Declaration. The Association may from time to time adopt, amend and repeal Regulations that regulate the use of the Common Elements.

(b) The Limited Common Elements shall be for the exclusive use and enjoyment of the Owners owning the Lots(s) to which such Common Elements are allocated hereunder or under the Act, and their family, guests, tenants, visitors and invitees.

4.05. Maintenance, Repair and Replacement of Lots and Dwellings. Except for the Controlled Facilities, each Owner is solely responsible for the maintenance of his or her Lot, including any grass swales located upon his or her Lot, any roof water rain gardens located upon his or her Lot and for the maintenance, repair and replacement of the interior and exterior of his or her Dwelling and other improvements located thereon and therein.

4.06. Conveyance and Encumbrance by the Association. The Association shall have the right without the consent or approval of the Eligible Mortgagees, but with the consent of the Members and the Declarant to convey and dedicate road rights of way, the interior streets, sidewalks and related curbing, street lighting, as well as stormwater management systems and sanitary sewer and water systems to (i) the Township, in the case of roads, sidewalks and related improvements, provided however that the Township shall have no obligation to accept dedication of the same, and (ii) the applicable utility company in the case of sanitary sewer, public water or utility facilities.

4.07. Disposition of Common Elements and Controlled Facilities Upon Termination.

If the Community is terminated, subject to the Act, all Common Elements and Controlled Facilities necessary for the common use, enjoyment and benefit of the Lots including, without limitation, the open space area, interior streets, facilities and common utility facilities (to the extent not otherwise dedicated or conveyed to a public or private utility company) shall be conveyed solely to a governmental or quasi-governmental entity charged with the responsibility of the maintenance and repair thereof for the benefit of the Lots, or a private non-profit organization established for the purpose of maintaining and managing similar facilities, and in either such case, any such conveyance shall be subject to the approval of the Township and the required vote of Eligible Mortgagees as hereinafter provided.

ARTICLE 5. ASSESSMENTS

5.01. Covenant to Pay Assessments. Every Owner, other than Declarant, by acceptance of a deed or other conveyance of a Lot, whether or not it shall be so expressed in any such deed or other instrument of conveyance, shall be deemed to covenant and agree to pay Assessments to the Association as set forth herein and in the Act. The amount of Assessments and the manner of the collection and expenditure thereof shall be a matter committed to the Association.

5.02. General Provisions Regarding Assessments. Until the Association makes a Common Expense Assessment, the Declarant shall pay all the Common Expenses of the Community. After any Assessment has been made by the Association, Assessments shall be made at least annually (payable in monthly installments, but subject to the Association's power to change the installment schedule), based on a budget adopted at least annually by the Association. The budgets of the Association shall segregate Limited Common Expenses from General Common Expenses if and to the extent appropriate. Common Expense Assessments may include reasonable reserves for repair and maintenance, for future capital improvements and for contingencies. Any amounts accumulated from Common Expense Assessments and income from the operation of the Common Elements to which such Common Expense Assessments pertain in excess of the amount required for actual Common Expenses and reserves for future Common Expenses, shall be credited to Lots as provided in Section 5313 of the Act, and shall be taken into account when establishing the budget for the succeeding fiscal year; but need not be refunded or applied (until exhausted) to subsequent successive monthly assessments.

5.03. Special Assessments. The Executive Board shall have the power to levy special Assessments ("Special Assessments") for such purpose or purposes as the Executive Board may from time to time deem necessary or appropriate, including, but not limited to, paying the costs of unanticipated maintenance, repairs or replacements of the Common Elements. Special assessments benefiting all Lots shall be levied on all Lots and shall be due and payable in a lump sum or in such installments as the Executive Board shall determine.

5.04. Allocation of Expenses. The allocation of Association expenses shall be made:

(a) Except for Assessments under Section 4.03, Common Expenses shall be assessed against all Lots proportionate to the number of Dwellings contained on such Lot (and shall be the percentage equivalent of a fraction, the numerator of which is the number of Dwellings contained on a Lot and the denominator of which is the total number of Dwellings in the Community) in the case of General Common Expenses. By means of example, it is currently anticipated that there will be 195 Dwellings within Wabash Landing. A Lot containing a single Dwelling would be assessed according to the fraction 1/195, while a Lot containing twenty-four (24) Dwellings would be assessed according to the fraction 24/195. The denominator for the fractional allocation of Assessments shall increase as the phases within the Community are approved and the number of Dwellings that must be built are added to the Community;

(b) in accordance with Section 5.05 in the case of special allocation of expenses; and

(c) otherwise, against the Lot(s) for whose benefit the Assessment was imposed, or against the Owner(s) who caused the imposition of the Assessment.

5.05. Special Allocations of Expenses. Except as elsewhere provided in this Declaration:

(a) Any Common Expense associated with the maintenance, repair or replacement of a Limited Common Element shall be assessed in equal shares against the Lots (proportionate to the number Dwellings contained on such Lots) to which that Limited Common Element was assigned at the time the expense was incurred.

(b) Any Common Expense benefiting fewer than all of the Lots shall be assessed exclusively against the Lots benefited.

(c) The costs of utilities that are separately metered to each Lot shall be assessed in proportion to usage.

(d) If a Common Expense is caused by the negligence or misconduct of an Owner, the Association may assess that expense exclusively against that Owner's Lot.

5.06. Reallocation. If Common Expense liabilities are reallocated, the Common Expense Assessments and any installment thereof not yet due shall be recalculated in accordance with the reallocated Common Expense liabilities.

5.07. Personal Liability for Assessments.

(a) In addition to the statutory lien and other rights of the Association provided by the Act to enforce the Owner's obligation to pay Assessments, Assessments shall be the personal obligation of the Owner (and in the event a Lot is owned by more than one Owner, then this obligation shall be the joint and several obligation of each Owner of a particular Lot) both at the time the Assessment is imposed and at the time payment is due.

(b) No Owner may waive or otherwise avoid liability for any Assessment by non-use of the Property or appurtenant benefits and services, or otherwise.

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

(d) The obligation of an Owner to pay Assessments shall not be affected by leasing the Lot, and the Owner shall remain personally liable therefor. If a lease imposes the

obligation to pay Assessments or any part thereof on the tenant, the Association shall conclusively be deemed a third party beneficiary of such covenant and shall have the right (but not the obligation) to enforce such obligation directly against the tenant.

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

(f) **AS A MEANS OF ENFORCING THE OBLIGATION OF THE OWNERS TO PAY ALL ASSESSMENTS LEVIED PURSUANT TO THIS DECLARATION, THE EXECUTIVE BOARD SHALL HAVE THE RIGHT AND POWER TO OBTAIN A JUDGMENT OR JUDGMENTS FOR DELINQUENT ASSESSMENTS BY CONFESSION AGAINST THE OWNER AGAINST WHOM SUCH DELINQUENT ASSESSMENTS HAVE BEEN LEVIED. ACCORDINGLY, EACH OWNER, BY SUCH OWNER'S ACCEPTANCE OF THE DEED TO HIS OR HER LOT, SHALL BE DEEMED TO HAVE APPOINTED, AUTHORIZED AND EMPOWERED ANY ONE OR MORE OF THE MEMBERS OF THE EXECUTIVE BOARD (DURING SUCH MEMBERS TERM OF OFFICE), OR ANY ATTORNEY OR ATTORNEYS OF ANY COURT OF COMMON PLEAS OF PENNSYLVANIA, OR ANY ATTORNEY OR ATTORNEYS OF ANY OTHER COURT OF RECORD ELSEWHERE, OR THE PROTHONOTARY OR CLERK OF ANY COURT OF RECORD IN PENNSYLVANIA OR ELSEWHERE, AS THE ATTORNEY-IN-FACT FOR SUCH OWNER TO CONFESS JUDGMENT AGAINST SUCH OWNER IN ANY COURT OF COMPETENT JURISDICTION IN THE COMMONWEALTH OF PENNSYLVANIA FOR ANY DELINQUENT ASSESSMENT OR ASSESSMENTS, FOR THE PURPOSE OF WHICH A COPY OF THIS SECTION AND A COPY OF THE OWNER'S DEED TO THE LOT (BOTH VERIFIED BY THE AFFIDAVIT OF ANY MEMBER OF THE EXECUTIVE BOARD) SHALL BE SUFFICIENT WARRANT. THE AUTHORITY HEREIN GRANTED TO CONFESS JUDGMENT SHALL NOT BE EXHAUSTED BY ANY EXERCISE THEREOF BUT SHALL CONTINUE AND BE EFFECTIVE AT ALL TIMES WITH RESPECT TO EACH AND EVERY DELINQUENT ASSESSMENT. SUCH AUTHORITY TO CONFESS JUDGMENT AND THE AFORESAID APPOINTMENT OR ATTORNEYS-IN-FACT, BEING FOR SECURITY, SHALL BE IRREVOCABLE.** The Executive Board shall not exercise the rights to obtain a judgment by confession against any Owner (i) where the action would be a "consumer credit transaction" as defined in Pa.R.C. No. 2950, or (ii) where proscribed by other rule or law. The Executive Board shall not exercise the rights to obtain a judgment by confession against any institutional lender who has acquired title to a Lot by foreclosure sale or deed or assignment in lieu of foreclosure; nor shall such right be exercised against any Owner except after the Executive Board shall have given the delinquent Owner at least ten (10) days notice of the intention to do so.

5.08. Annual Assessment Not Made. If a Common Expense Assessment is not timely made at least annually, an annual Assessment shall be presumed to have been made in the

amount of the total annual Assessment made during the prior year, plus ten (10%) percent. Installments of such annual Assessments shall be due upon the same payment date(s) as the prior year's annual Assessment until a new annual Assessment is made.

5.09. Assessments on Purchasers of Lots. Each Owner who purchases a Lot directly from the Declarant (except for the Lot Developer), from the Lot Developer or from any other Owner shall pay, at the time of conveyance, a one time transfer assessment in the amount of \$250.00 (which amount may be altered by the Declarant or the Association from time to time without amendment to this Declaration); which shall be in addition to, and not in lieu of, the regular Assessments for General Common Expenses and Limited Common Expenses payable with respect to the year in which such conveyance takes place. This section shall not apply to any Eligible Mortgagee acquiring title to a Lot by foreclosure (or by deed in lieu of foreclosure); nor to any successor in bulk to all of Declarant's right, title and interest in and to any of the Lots or the Property.

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

ARTICLE 6. EASEMENTS

6.01. Grant of Easements. The Property and any portion, Unit, Lot or Dwelling therein, shall be owned, held, transferred, conveyed, assigned, sold, leased, occupied, used and enjoyed subject to the easements set forth in this Article and any and all other easements of record.

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

(a) a perpetual and exclusive easement for the existence and continuance of any encroachment by the Owner's Lot or Dwelling upon the Common Elements or another Lot, which currently exists or may come into existence hereafter as a result of construction, reconstruction, repair, shifting, settlement or movement of any portion of the Lot, or as a result of condemnation or eminent domain proceedings, so that any such encroachment may remain undisturbed so long as the Dwelling or the Lot remains;

(b) a perpetual and nonexclusive easement for ingress to and egress from the Owner's Dwelling and Lot in, upon, over, across and through the Common Elements;

(c) a perpetual and nonexclusive easement for ingress to and egress over all private streets and alleys;

(d) a perpetual and nonexclusive easement for temporary ingress to and egress from each Lot containing a Dwelling in, upon, over, across and through the immediately

adjacent Lot as reasonably necessary for the sole purpose of allowing maintenance to the Dwelling located on that Lot;

(e) subject to the provisions of this Declaration, the Articles of Incorporation, Bylaws, Rules and Regulations and applicable law, a perpetual and nonexclusive easement for access to and enjoyment of the Common Elements by the Owner, the Owner's family, guests, tenants and lessees, in common with other Owners and such other Owner's families, guests, tenants and lessees, for any purpose not prohibited by this Declaration, the Rules and Regulations or otherwise prohibited by law; and

(f) a perpetual and nonexclusive easement to use any and all sewer, water, stormwater, gas, electric, telephone, cable television and other utilities serving the Owner's Dwelling, Lot or garage.

6.03. Declarant Easements. The Declarant reserves unto itself, its agents, successors and assigns all of the easement rights provided for Declarant in the Act (to the fullest extent provided therein), as well as the following specific easements with respect to the Property:

(a) all easement rights and licenses necessary for Declarant's exercise of its Special Declarant Rights;

(b) all easements, whether general or specific, shown on the Plan;

(c) a blanket and nonexclusive easement in, upon, through, under, over and across the Property for the purpose of construction, installation, maintenance and repair of any improvements to the Property, for ingress and egress therefrom, for the use of all roadways, and for the utilization of existing and future models for sales promotion and exhibition until the expiration of two (2) years from the date the last Lot is sold and conveyed in the normal course of business. In addition, the Declarant hereby reserves the irrevocable right to enter into, upon, over and under any Lot or Dwelling for such purposes as may be reasonably necessary for the Declarant or its agents to service such Lot or Dwelling, to inspect such Dwelling or Lot, to remedy any violation of law and to perform any operations required in connection with the maintenance, repair or replacement of the Common Elements or any facilities or equipment affecting or serving the Common Elements, provided that requests for entry are made in advance and that such entry is at a time reasonably convenient to the Owner. In case of an emergency, such right of entry shall be immediate whether the Owner is present at the time or not;

(d) a perpetual, blanket and nonexclusive easement in, upon, over, under, across and through the Property for surface water runoff and drainage caused by natural forces and elements, grading and/or the improvements located upon the Property. No individual Owner shall directly or indirectly interfere with or alter the drainage and runoff patterns and systems within the Property. This easement shall be held by the Declarant so long as any Lot owned by the Declarant remains unsold. This easement shall then be held by the Association for so long as the Association is responsible for maintenance of the Common Elements and/or Controlled Facilities;

(e) an easement for the construction, installation, repair, inspection, alteration and maintenance of surface and subsurface utilities and utility facilities including, without limitation, electrical, telephone, cable television, water, sewer and similar facilities to serve the Community and all Lots the Declarant reserves the right to construct hereunder;

(f) the right to alter the location of any easements shown on the Plan in a manner which will reflect the actual "as-built" location of any Common Elements or utility facilities constructed thereon, and to amend this Declaration or the Plans and to record separate easement agreements describing such areas; and

(g) the right, as applicable, to dedicate or offer for dedication to the Township or other appropriate municipal or quasi-governmental authority (i) roads (and related road rights-of-way) constructed within the Property pursuant to the Plan, (ii) any and all open space identified on the Plan; (iii) all drainage easements and other easements necessary or appropriate to provide access to and from any stormwater management facilities or other Common Elements, and (iv) any other facilities or easements required or that may hereafter be required to be dedicated or offered for dedication to the public.

6.04. Association Easements. The Association, its Executive Board, officers and agents shall have all of the easement rights provided for the Association in the Act (to the fullest extent provided therein), as well as the following easements:

(a) a perpetual and exclusive easement for the maintenance of the Common Elements, including those that currently or may hereafter encroach upon a Lot; and

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

(c) There shall be and hereby is created an easement over, under, through and upon each of the Lots on which is or will be located signage identifying the Property. The Owners of the Lots affected by this easement shall do nothing which may damage or interfere with the location, installation, existence, maintenance, repair, replacement or use of such open space for its intended purpose. If the open space has not been dedicated to and accepted by the Township, any and all landscaping, fencing and signage in this easement shall be maintained by the Association at its expense, but all of the rest of each Lot affected by this easement shall be maintained by the Owner at the Owner's expense.

(d) There shall be and hereby is created an easement over, under, through and upon the Lot or Lots on which is or will be located stormwater drainage basin(s) to the extent required to allow for the location as shown on the Plan, installation, existence, maintenance,

repair, replacement and use of such drainage basin(s) for their intended purpose; together with the right of access, by vehicular and/or pedestrian means, in, over, under and upon those portions of the affected Lot(s) as may reasonably be required for the functioning of such drainage basin(s). The Owner(s) of the Lot(s) affected by this easement shall do nothing which may damage or interfere with the location, existence, maintenance, repair or use of such drainage basin(s) for their intended purpose or obstruct or retard the flow of water to or from such drainage basin(s), including but not limited to the placement, installation, construction and/or planting of anything other than grass within the drainage easement located upon any Lot. If the open space has not been dedicated to, and accepted by the Township, the drainage basin(s) and any and all drainage lines servicing the drainage basin(s) shall be maintained by the Association at its expense, but all of the remainder of each of the Lot(s) affected by this easement shall be maintained by the Lot Owner(s) at their expense.

(e) There shall be and hereby is created an easement over, under, through and upon each of the Lots on which are or will be located poles, wiring and lights for the purpose of locating, installing, maintaining, repairing, replacing such lighting for the purpose of lighting the streets in the Community. If such poles, wiring and lights have not been dedicated to, and accepted by the Township, all of the street lighting equipment and facilities, including, without limitation, wires, poles, light globes and bulbs shall be maintained, repaired and replaced, as needed, by the Association in good working order at its expense whether such is located on one or more Lots or in street rights-of-way.

6.05. Eligible Mortgage Holder Easements. Any Eligible Mortgage Holder, its officers, agents and employees, shall have a blanket, perpetual and nonexclusive easement to enter the Property or any part thereof to inspect the condition and repair of any Lot or Dwelling encumbered by a first mortgage owned by it. This right shall be exercised only during reasonable daylight hours and then, whenever practicable, only after advance notice to and with the permission of the Executive Board and the Owner.

6.06. Municipal Easements and Rights. A blanket, perpetual and nonexclusive easement for ingress, egress and travel in, upon, over, across and through the Property shall exist for the benefit of the Township, its respective officers, agents and employees (but not the public in general) and all police, fire and emergency personnel engaged in the proper performance of their respective official duties. Such official duties shall include, without being limited to, inspection of stormwater management facilities, emergency or other necessary service or maintenance, repair and/or replacement to a Dwelling or Lot which the Owner has failed to perform and for emergency and other necessary maintenance, repair and/or replacement of the Common Elements which the Association has failed to perform. The Township shall have the right to require the Association to take corrective measures to maintain the stormwater detention basin, storm sewers and/or open space areas, or to authorize such work to be completed and place a lien against the property for all costs of such corrective measures.

6.07. Utility Easements. Any public or private entity furnishing or providing facilities for the transmission of electric, telephone, cable television, internet connection, public water, sanitary sewer, storm sewer, natural gas or other utility services to the Property or any Lot or

Dwelling, together with its agents and employees, shall have a blanket, perpetual and nonexclusive easement to enter the Property, or any part thereof, to read meters, service or repair utility lines and equipment and do everything and anything else necessary to properly maintain and furnish utility service to the Property.

6.08. General Utility Easements. The Declarant and the Executive Board shall each have the authority to grant to third parties additional utility easements that are deemed reasonable by the Declarant or the Executive Board in connection with supplying such utility services to the Lots or to the Common Elements.

6.09. Recorded Easements. The Property (together with any Lot affected thereby) is subject to all of the easements, licenses and other rights memorialized in the documents set forth in Exhibit "C" attached to this Declaration and incorporated herein.

ARTICLE 7. RESTRICTIONS

7.01. Covenants and Restrictions. The following covenants and restrictions shall run with the land and shall bind the Lot purchasers, their heirs, successors, and assigns. The restrictions and covenants contained in this Declaration shall be enforceable by the Declarant, any Owner(s), the Association or any record owner of the Common Elements and, under certain circumstances as set forth herein or provided by law, by the Township.

(a) **Subdivision or Partition.** After a Lot has been conveyed to an Owner other than Declarant, such Lot may not be further subdivided or partitioned, directly or indirectly; provided that the foregoing shall not be deemed to prevent minor boundary line changes for the purpose of correcting or eliminating any encroachment, set-back violation or engineering error.

(b) **Restriction on Dwelling Types.** Except as otherwise expressly provided herein or on the Plan (which includes several Lots designating permitted commercial use), only single family detached Dwellings, semi-detached Dwellings, townhouse Dwellings and multi-family Dwellings shall be constructed upon any Lot.

(c) **Residential Use.** Except as otherwise expressly provided herein or on the Plan, the Lots shall be used only for residential purposes. Home occupations shall be permitted if they (i) are allowed by applicable local ordinances, (ii) are incidental and/or accessory to the primary residential use of the Lot, and (iii) are such as will not involve visitation to the Lot by customers, clients or patients, or material deliveries to the Lot.

(d) **Changes to Existing Dwellings.** No exterior additions, modifications or alterations of any Dwelling (including exterior color changes) shall be made or constructed unless:

(1) The exterior materials and colors to be used in connection therewith are the same as or consistent with the exterior materials and colors used in connection with the original construction of the Dwelling on such Lot, or are otherwise approved by the Executive Board;

(2) The proposed changes to the Dwelling will not reduce the square footage of the Dwelling;

(3) The proposed changes to the Dwelling will not remove any garage attached to the Dwelling;

(4) The proposed changes will not reduce the percentage of brick, stone or other masonry on the exterior of the Dwelling; and

(5) The plans, specifications and elevations therefor have been approved by the Executive Board.

(e) Appearance; Nuisances; Maintenance. Each Owner shall keep that Owner's Lot in a clean, neat, sanitary and safe condition. Each Owner shall refrain from any activity that unreasonably interferes with the quiet and peaceful enjoyment of other Lots and other Owners.

(f) Architectural Approval.

(1) When any provision of this Declaration requires the approval of the Executive Board before the construction, reconstruction, alteration or modification of any improvements on any Lot, the Owner shall submit a written request to the Executive Board accompanied by appropriate plans, specifications and elevations depicting the style, size and height of the proposed improvements, the exterior building materials and colors to be used in connection therewith (including roofing materials) and the proposed location thereof on the Lot.

(2) The Executive Board may, after reference to the Manual, but otherwise in its discretion, disapprove any proposed new improvements, or alterations or modifications to existing improvements, which the Executive Board determines are undesirable based upon the nature, size, style and colors of other Dwellings and improvements located (or planned for construction) within the Community, the proximity of the proposed improvements to neighboring Dwellings and the general architectural and aesthetic compatibility of the proposed improvements with other similar improvements constructed or planned for construction on the other Lots. The Executive Board may also consider the visual impact that such proposed improvements may have on other Lots.

(3) All plans submitted to the Executive Board for review may be retained by the Executive Board regardless of whether the proposed improvement has been approved or disapproved. The Executive Board may delegate some or all of the Executive Board's architectural review and approval responsibilities under this Article to an architectural review committee (in the Manual, referred to as the Design Review Board).

(4) The Executive Board may promulgate regulations establishing procedures to be followed with respect to matters requiring the approval of the Executive Board or the architectural review committee hereunder, and may also adopt a schedule of reasonable fees that may be charged for review of proposals submitted by

Owners that are subject to approval under this Article. The Executive Board may promulgate regulations and architectural policies setting forth general architectural and aesthetic standards or policies to be met for all or specified types of improvements.

(5) The Executive Board shall render its decision, in writing, with regard to the proposed improvements within thirty (30) days after receipt of the applicant's request for approval accompanied by all plans and specifications required to be submitted hereunder. If additional information regarding the proposal is requested, the aforesaid thirty (30) day period shall be extended for the period of time between the date of such request for additional information and the date such additional information is submitted by the applicant, plus fifteen (15) days. If such proposed improvement is not approved, the reasons for disapproval shall be set forth in the written decision. If a written decision is not mailed within the aforesaid thirty (30) day period (as the same may be extended as aforesaid), then the proposed improvement shall be deemed to have been approved as submitted, but no change to the plans or specifications submitted may be made without submission of such changes for approval in accordance with the procedures set forth herein. The disapproval of such proposed improvement shall be without prejudice to the right of the Owner to resubmit an application for approval in which the reasons for disapproval have been addressed by the applicant. Approval may be granted subject to conditions specified in the written decision granting such conditional approval, in which event the proposed improvement shall be deemed to have been approved subject to the Owner's compliance with such conditions.

(6) In rendering its decision, the Executive Board (or the architectural review committee, as the case may be) shall have the power to interpret this Declaration and the Executive Board's regulations and policies relating to architectural and aesthetic standards and to grant reasonable variances from specific requirements of this Declaration or the rules and regulations if, in the Executive Board's opinion (i) the particular requirement to be varied poses unreasonable hardship on the applicant as a result of the peculiar features of the applicant's Lot or Dwelling or other existing improvements or features on the Lot, (ii) the particular requirement to be varied would not render the proposed improvements aesthetically incompatible or inconsistent with other existing improvements on the applicant's Lot or existing structures on neighboring or nearby Lots, or (iii) the particular requirement, as applied to the proposed improvements, is impractical or would increase the cost of the proposed improvement by an unreasonable amount. The granting of such variances shall be within the sole and absolute discretion of the Executive Board, and no variance granted in any one instance shall create any obligation on the Executive Board to grant a variance in any other instance. Such variances may be granted subject to such conditions as the Executive Board may require in its sole discretion

(g) Compliance with Zoning, Etc. Neither the Declarant, the Association, the Executive Board nor any agent, officer or committee thereof shall be responsible for determining whether or not any improvement proposed by an Owner complies with applicable zoning ordinances, land use regulations or building codes. Each Owner shall obtain (at the Owner's expense) all necessary governmental approvals and permits for any proposed improvements and shall provide true and correct copies thereof to the Association

before constructing the proposed improvement and, upon issuance thereof, certificates of occupancy. Any improvement or thing permitted by this Declaration, the Rules and Regulations or by approval of the Executive Board shall be subject to and limited by applicable laws, ordinances and regulations.

(h) **Liability for Approval or Disapproval.** Neither the Declarant, the Association, the Executive Board (or any committee thereof) nor any officer or agent thereof shall be liable, in damages or otherwise, to anyone in connection with the approval or disapproval of any plan or request for the construction, reconstruction, alteration, modification or addition of any improvement, or for the consequences of such approval or disapproval. Neither the Declarant nor the Association shall be responsible for determining the safety or structural soundness of any proposed building or improvement or its compliance with applicable laws, regulations, ordinances and building codes. The establishment of a mechanism for the approval of plans and specifications for certain improvements hereunder is for the sole purpose of protecting certain aesthetic standards within the Community for the benefit of the Owners and Declarant, and is not intended for the protection of the health or safety of Owners or any other Persons.

(i) **Leasing.** An Owner may lease or sublease no less than his entire Lot (if the Lot contains a single Dwelling), or a complete Dwelling (if the Lot contains more than a single Dwelling) at any time and from time to time provided that the following conditions are satisfied (which shall not be applicable to leases entered into by the Declarant with respect to Lots owned by the Declarant): (i) such lease is in writing and is for a term of at least one (1) year (provided that a shorter term is permitted in a lease with a person who has entered into a written agreement to purchase the Lot), (ii) a true copy of the lease (and any subsequent amendments or modifications thereto) is delivered to the Association within ten (10) business days after it is signed by all parties thereto, (iii) the lease shall expressly obligate the lessee(s) to comply with this Declaration and the Rules and Regulations (which shall be binding on the lessee whether or not the lease so states), (iv) the Association shall be deemed (whether or not it is so stated in the lease) a third party beneficiary of any provision of the lease governing the lessee's obligations to comply with this Declaration, the Rules and Regulations and the Bylaws, (v) the Association shall be entitled to demand payment directly from the lessee of any Assessments, fines or other sums payable by the Owner which are delinquent, if requested by the Association, and the lessee shall pay such sums to the Association and shall have the right to deduct and set off sums so paid to the Association from amounts due the Owner under the lease, and (vi) the Association shall have the right to require that the Owner terminate such lease within thirty (30) days after written notice from the Association as a result of any violations by the lessee (or lessee's family, guests or invitees) of this Declaration or the Rules and Regulations which have continued uncured for fifteen (15) days after written notice thereof given by the Association to the Owner or the lessee.

(j) **Above-Ground Utilities, Solar and Communications Facilities.** These matters shall be subject to the provisions set forth in the Rules and Regulations.

(k) **Outdoor Storage of Vehicles and Firewood.** No camper, travel trailer or mobile home, recreational vehicle, all terrain vehicle, boat, boat trailer, other trailer, truck,

commercial vehicle (that exceeds nineteen (19) feet), or any unlicensed motor vehicle shall be parked, kept or stored on any Lot or on the Common Elements, unless completely enclosed within a garage on the Lot. Outdoor storage of firewood is permitted provided the firewood is neatly stacked, is located to the rear of a Dwelling and is screened from view as much as possible.

(l) Use of Garage. Except for the conversion apartments shown on the Plan, the garage connected to any Dwelling shall not be converted into, or be used as a living space.

(m) Storage of Debris, Etc. No storage, depositing, dumping, burial, burning or abandonment of any solid waste, debris, trash or refuse of any nature shall be permitted on or about the Lots or Common Elements, except trash or debris left at curbside for trash collection purposes. Trash or refuse placed outside for collection shall, to the extent possible, be kept in enclosed containers or approved recycling bins. Such containers shall be removed promptly from public view after the contents thereof have been collected.

(n) No Hazardous Activities. No activities shall be conducted on the Property which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged on the Property, and no open fires shall be lighted or permitted on the Property except in a contained barbecue unit while attended and in use for cooking purposes or within a safe and well-designed fireplace. No hunting of any type shall be permitted on Common Elements. No person shall permit anything to be done or kept upon the Property which will result in the cancellation of insurance or the increase of premiums on any insurance maintained by the Association or other Owners.

(o) Obligation of Owners for Casualty Insurance. Each Owner shall maintain at its own cost and expense fire and extended casualty insurance in an amount sufficient to replace and rebuild the Owner's Dwelling, in the event of any destruction by insurable casualty, to the extent of the construction existing prior to such insurable casualty. Each Owner shall be liable to the Association for all damage to Common Elements caused by the act, omission or negligence of the Owner and the Owner's family, guests, employees, agents, lessees or licensees, to the extent not covered by the proceeds of any insurance; provided however, this provision is by way of supplement to and not in derogation of the assessment and enforcement powers of the Association under this Declaration.

(p) Animals. Except as hereinafter provided, no Lot or Dwelling shall be used for stabling, housing, raising, breeding, boarding or keeping of animals of any kind for personal or commercial purposes, except a reasonable number of personal domestic household pets, such as dogs and cats. Reptiles shall not be considered domestic household pets and may not be raised, bred, or kept on any Lot. Permitted pets shall not be permitted to run loose on or about the Common Elements. The walking and exercising of pets on or about the Common Elements shall be subject to such Rules and Regulations as the Executive Board may adopt from time to time. No electronic, radio or "invisible fence" for purposes of restraining pets shall be installed on the Common Elements. No livestock or poultry of any kind shall be raised, bred, or kept on any Lot. Any accessory building, structure, or area of the Dwelling used to house or keep any permitted pets shall in no part be further from the Dwelling than ten

(10) feet, and in no event shall any such structure or area shall be located to the side or front of the Dwelling.

(q) **Parking.** No vehicle shall be parked along any of the private streets and alleys within the Community.

(r) **Pools.** No above ground swimming pool shall be placed or erected upon any Lot, with the exception of kiddie pools less than eighteen (18) inches high and less than four (4) feet in diameter. Any such permitted kiddie pools shall be regularly emptied.

(s) **Signs.** No advertising sign, billboard, or real estate sign offering the Lot for sale or for rent shall be permitted on a Lot unless the sign is for a purpose and of a size and form approved in advance by the Executive Board.

(t) **No fences of any kind shall be erected or maintained on a Lot without prior approval by the Executive Board.**

(u) **Air Conditioner Units and HVAC Equipment.** Air conditioner units and HVAC equipment may not be placed in the front a Dwelling.

(v) **Accessory Structures.** Except as shown on the Plan, and except for sheds as may be permitted in the Rules and Regulations, no accessory structure or outbuilding shall be built or used on any Lot at any time.

(w) **Nuisances.** No obnoxious or offensive activity shall be carried on anywhere within the Common Elements, or upon any lot; nor shall anything be done thereon which may or may become an annoyance or nuisance to the other Owners and occupants of Dwellings; including, but not limited to, the playing of percussion or "bass type" instruments or the use of amplified sound (such as stereo speakers) which results in noise or vibration transmitting into other Dwellings.

7.02. Handicapped Use. Nothing herein shall be deemed to prohibit the reasonable adaptation of any Lot or Dwelling for handicapped or special use, subject to regulations of the Township and other governmental authorities.

7.03. Rules and Regulations. The use of the Property shall be subject to such additional Rules and Regulations as may be adopted from time to time by the Declarant or the Executive Board, as the case may be.

7.04. Certain Declarant Rights. Notwithstanding any provision hereof to the contrary, while Declarant owns any Lots, Declarant shall be entitled to maintain one (1) or more model homes, sales offices and construction offices (including mobile offices) and to maintain on or about the Common Elements and on Lots owned by the Declarant such construction equipment, vehicles, lumber and building materials as are necessary from time to time in connection with the development of the Property, the construction of Dwellings and the Common Elements. Unless otherwise expressly provided in this Article the covenants, restrictions and prohibitions set forth in this Article shall be applicable only to Owners other than the Declarant. Dwellings and other improvements constructed by the Declarant shall

not be subject to the restrictions and architectural review provisions set forth in this Article. Declarant reserves the right to change, from time to time, the style, models, configuration, elevation and other features of the Dwellings which the Declarant reserves the right to build on the Property. The Declarant shall have the right to display signs, monuments and flagpoles for promotional, sales, exhibits, directional and administrative purposes upon any portion of the Property or within any Dwelling or upon any Lot owned by it until the last Lot within the Property is sold and conveyed.

ARTICLE 8. PROTECTIVE PROVISIONS FOR ELIGIBLE MORTGAGE HOLDERS

8.01. Prior Written Approval of 51% of Eligible Mortgage Holders. Notwithstanding anything contained in this Declaration to the contrary, the prior written approval of at least fifty-one (51%) percent of the Eligible Mortgage Holders is required for any material amendment to this Declaration or to the Bylaws or Articles of Incorporation; including, but not limited to, any amendment not contemplated under this Declaration which would change any provisions relating to:

- (a) reserves for maintenance, repair and reconstruction of the Common Elements or Controlled Facilities;
- (b) responsibility for maintenance and repairs;
- (c) expansion or contraction of the Property, or the addition, annexation or withdrawal of land to or from the Property (except as contemplated under this Declaration);
- (d) insurance or fidelity bonds;
- (e) leasing of Dwellings and Lots;
- (f) imposition of any restrictions upon an Owner's right to sell or transfer a Lot;
- (g) restoration or repair of the Common Elements (after damage, destruction or condemnation) in a manner other than that which may be specified in this Declaration;
- (h) any provisions that expressly benefit Eligible Mortgage Holders;
- (i) Assessment allocations, Assessment liens or subordination of Assessment liens; or voting rights.

8.02. Prior Written Approval of 67% of Eligible Mortgage Holders. The prior written approval of at least sixty-seven (67%) percent of the Eligible Mortgage Holders is required before the effectuation of any decision by the Owners to terminate the Declaration.

8.03. Notice of Non-Material Amendment. Any Eligible Mortgage Holder shall be entitled to receive thirty (30) days advance written notice from the Association of any proposed non-material amendment to this Declaration, the Bylaws or the Articles of Incorporation of the Association. Such notice shall include a copy of the proposed change.

Service shall be deemed effective upon the Association's placement of the notice in United States mail with sufficient postage.

8.04. Notice. Any Eligible Mortgage Holder shall be entitled to timely written notice of:

(a) any condemnation or casualty loss that affects either a material portion of the Property or of the Lot(s) securing the Eligible Mortgage Holder's Mortgage. No Owner shall have priority over such Eligible Mortgage Holder with respect to the distribution to such Lot(s) of the proceeds of any condemnation award or settlement, in the event of condemnation, or with respect to the distribution to such Lot(s) of any insurance proceeds in the event of casualty loss;

(b) any sixty (60) day delinquency in the payment of Common Expense Assessments or other amounts owed to the Association by an Owner of any Lot on which the Eligible Mortgage Holder holds a Mortgage;

(c) lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and

(d) any proposed action that requires the consent of a specified percentage of Eligible Mortgage Holders.

8.05. Deemed Approval. Any Eligible Mortgagee shall be deemed to have approved any amendment as to which prior written approval is required under this Article, if notice thereof shall have been given to the Eligible Mortgagee at the address set forth in the last notice received from the Eligible Mortgagee, by certified or registered mail, return receipt requested, and such Eligible Mortgagee fails to respond within thirty (30) days after receipt of such notice as indicated on the return receipt.

8.06. Maintenance and Inspection of Records. The Association shall maintain current copies of this Declaration, the Articles of Incorporation, Bylaws and the Rules and Regulations of the Association, and any amendments or supplements thereto, as well as its own books, records and financial statements; all of which shall be made available for inspection by Owners and Eligible Mortgage Holders. Any Eligible Mortgage Holder or Owner shall upon prior written request:

(a) be permitted to inspect the documents, books and records of the Association during normal business hours; and

(b) receive a financial statement of the Association within ninety (90) days following the end of any fiscal year of the Association.

8.07. Liability for Common Expense Assessments. Subject to the terms of the Act (which allows an Eligible Mortgage Holder a priority lien for a maximum of six (6) months of Assessments), any Eligible Mortgage Holder that obtains title to a Lot as a result of foreclosure, or by deed or assignment in lieu of foreclosure, or any purchaser in a foreclosure sale, or their respective successors and assigns, is not liable for the share of Assessments pertaining to such Lot or chargeable to the former Owner which became due prior to acquisition of title. Such

unpaid share of Common Expense Assessments and other Assessments shall be deemed to be Common Expenses, collectible, by action of the Executive Board, from all of the remaining Owners including such acquirer, the acquirer's successors and assigns.

8.08. Assessment Default. Despite the absence of any express provision to such effect in any Mortgage instrument, in the event there is any default in the payment of any installment of any Assessment with respect to any Lot, any Mortgage Holder holding a Mortgage which encumbers such Lot shall be entitled to declare such Mortgage in default in the same manner that is permitted by such Mortgage with respect to any default in the payment of real estate taxes.

ARTICLE 9. DECLARANT'S RIGHTS AND OBLIGATIONS

9.01. Ratification, Confirmation and Approval of Agreements. The fact that some or all of the officers, Executive Board members, Members or employees of the Association and the Declarant may be identical, and the fact that the Declarant or its nominees, have heretofore or may hereafter enter into agreements with the Association or with third parties, will not invalidate any such agreements, and the Association and its Members, from time to time, will be obligated to abide by and comply with the terms and conditions thereof. The purchase of a Lot, and the acceptance of a deed therefor by any party, shall constitute the ratification, confirmation and approval by such purchaser, the purchaser's heirs, legal representatives, successors and assigns, of the propriety and legality of such agreement(s), or any other agreement authorized or permitted by Pennsylvania law, this Declaration, the Rules and Regulations, the Articles of Incorporation and the Bylaws.

9.02. Reservation of Special Declarant Rights. Notwithstanding anything to the contrary in this Declaration the Rules and Regulations, the Articles of Incorporation or Bylaws, the Declarant hereby reserves for itself, its successors and assigns, for so long as Declarant owns one or more Lots:

(a) the right to sell, advertise, construct, lease, mortgage or sublease any unsold Lots and Dwellings;

(b) the right to modify the development plans for the Community, with the approval of any and all appropriate government authorities as necessary; such modification may include, without limitation, changing the aggregate acreage and square footage and number of Lots or Dwellings within the Property, as well as the nature of improvements, configuration, design, mix, materials, Dwelling and/or model types, of any unsold Lot and Dwelling, Common Elements or Controlled Facilities;

(c) the right to maintain any sales office(s), construction office(s), management office(s), customer services officers), leasing office(s), model(s), signs and advertising within the Property;

(d) the right to withdraw Withdrawable Real Estate from this Flexible Planned Community; and

(e) all Special Declarant Rights as defined in the Act and all Special Declarant Rights provided for in this Declaration, whether or not explicitly reserved, to the fullest extent permitted by the Act.

(f) the rights and powers reserved to the Declarant herein may be exercised without the consent, vote or approval of the Association or each Owner.

9.03. Transfer of Special Declarant Rights. No special rights created or reserved to the Declarant under this Declaration may be transferred except by an instrument evidencing the transfer recorded in the Recorder's Office of Lancaster County, Pennsylvania. The instrument shall not be effective unless executed by the transferee.

9.04. Rights of Lot Developer. Each Lot Developer, its successors and assigns shall have all rights and exemptions expressly created under this Declaration for the benefit of Lot Developers without the need for the instrument conveying title to Lots to any Lot Developer to expressly provide for such rights.

9.05. Liability of Transferor. Upon transfer of any Special Declarant Rights, the liability of the transferor is as follows:

(a) A transferor is not relieved of any obligation or liability arising before the transfer and remains liable for warranty obligations imposed upon the transferor by law. Lack of privity does not deprive any Owner of standing to bring an action to enforce any obligation of the transferor.

(b) If a transferor retains any Special Declarant Rights, or if a successor to any such Special Declarant Rights is an affiliate of the transferor, the transferor is subject to liability for all obligations and liabilities imposed on a Declarant or by this Declaration arising after the transfer and is jointly and severally liable with the successor for the liabilities and obligations of the successor which relate to the Property.

(c) A transferor of any and all Special Declarant Rights has no liability for any act or omission or any breach of a contractual or warranty obligation arising from the exercise of any such Special Declarant Rights by a successor who is not an affiliate of the transferor.

9.06. Transfer of Rights Requested. Unless otherwise provided in a mortgage instrument or deed of trust, in case of foreclosure of a mortgage, tax sale, judicial sale, sale by a trustee under a deed of trust or sale under any bankruptcy or receivership proceedings, of any Lots or Dwellings owned by the Declarant, a person acquiring title to all the Lots or Dwellings being foreclosed or sold, but only upon such person's request, succeeds to all Special Declarant Rights held by the Declarant or only to any such Special Declarant Rights to maintain models, sales offices, advertising and signs. **The judgment or instrument conveying title shall provide for transfer of only the Special Declarant Rights requested.**

9.07. Foreclosure, Bankruptcy, Receivership. Upon foreclosure, tax sale, judicial sale, sale by a trustee under a deed of trust, or sale under any bankruptcy or receivership proceedings, of all Lots in the Property owned by the Declarant:

(a) The Declarant shall cease to have any Special Declarant Rights; and

(b) The period of Declarant control shall terminate, unless the judgment or instrument conveying title provides for transfer of all Special Declarant Rights to a successor to the Declarant.

9.08. Liability of Successors. The liabilities and obligations of persons who succeed to all Special Declarant Rights are as follows:

(a) A successor to all Special Declarant Rights who is an affiliate of the Declarant is subject to all obligations and liabilities imposed upon any Declarant by law or by this Declaration.

(b) A successor to all Special Declarant Rights, other than a successor described in paragraph (c) or (d) hereof who is not an affiliate of the Declarant, is subject to all obligations and liabilities imposed upon the Declarant by law or by the Declaration which relate to the exercise or non-exercise of Special Declarant Rights, but such successor is not subject to liability for misrepresentations or warranty obligations on improvements made by the Declarant or made before the Property became subject to this Declaration or for a breach of fiduciary obligation by the Declarant, or any liability or obligation imposed on the Declarant as a result of any acts or omissions of the Declarant after the transfer of any Special Declarant Rights.

(c) A successor to only Special Declarant Rights to maintain models, sales offices, advertising and signs, if not an affiliate of the Declarant, may not exercise any other Special Declarant Rights, but is not subject to any liability or obligation as a Declarant except those imposed by law.

(d) A successor to all Special Declarant Rights who is not an affiliate of the Declarant and who succeeded to those rights pursuant to a deed in lieu of foreclosure or a judgment or instrument conveying title to Lots under Section 9.06 herein may declare an intention in a recorded instrument to hold those rights solely for transfer to another party. Thereafter, until transferring all such Special Declarant Rights to any person acquiring title to any Lot owned by the successor, or until recording an instrument permitting exercise of all those rights, that successor may not exercise any of those rights other than any right of the Declarant to control the Executive Board for the duration of any period of the Declarant's control, and any attempted exercise of those rights is void. Such successor is not subject to any liability or obligation as a Declarant other than liability for such successor's own acts and omissions under this Declaration.

(e) Nothing in this Article subjects any successor to any Special Declarant Rights to any claim against or other obligations of a transferor other than claims and obligations arising under this Declaration.

ARTICLE 10. INSURANCE

10.01. Liability. The Association shall obtain and continue to maintain "broad form" comprehensive general liability insurance, including medical payments, in such amounts as required by the Act and as the Executive Board shall from time to time determine.

10.02. Property. The Executive Board shall obtain and continue to maintain blanket "all-risk" hazard insurance overage covering damage to property, insuring, at minimum, the Common Elements (including fixtures and equipment therein and thereof) and all personal property owned by the Association. The Insurable Property shall be insured in and for the interest of the Association, the Executive Board, all Owners and their mortgagees, as their interests may appear, in a company or companies acceptable to the Executive Board, in an amount equal to the maximum insurable replacement value, as determined annually by the Executive Board.

10.03. General Insurance Provisions. The Association shall also maintain the appropriate insurance coverage as is required under the Act, and any other insurance the Association deems necessary, including, without limitation, fidelity bond coverage. The company or companies with whom the Executive Board shall place its insurance coverage, as provided in this Declaration, must be qualified and reputable companies, authorized to conduct business in the Commonwealth of Pennsylvania, and rated A with a V financial size category by A.M. Best Company Inc. in its "Key Rating Guide: Property Casualty" or a comparable rating if Best shall no longer be in existence.

10.04. Proceeds from Property Insurance. Proceeds from all risk insurance policies shall be paid to the Association. The Association shall hold any insurance proceeds in trust for the Owners and lien holders, as their interests may appear.

10.05. Disposition of Insurance Proceeds. Any portion of the Common Elements which is damaged or destroyed shall be repaired or replaced promptly in accordance with the provisions of Section 5312 of the Act.

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

10.07. Other Insurance. The Executive Board shall also obtain the following insurance, coverage and endorsements as may be applicable to the Community, all premiums for which are to be charged as Common Expenses.

- (a) Workers' Compensation;
- (b) Directors' and Officers' liability;
- (c) Blanket fidelity bonds for all members of the Executive Board, officers and employees of the Association and all other persons who handle or are responsible for funds of or administered by the Association; and
- (d) Such other insurance as the Executive Board shall determine from time to time to be necessary and desirable.

10.08. Limitation of Liability. The Executive Board shall not be liable for injury or damage caused by the failure of the Executive Board to maintain or repair the Common Elements or Controlled Facilities, except to the extent of the proceeds of the insurance collected and received by the Executive Board.

10.09. Owner's Coverage. Each Owner is responsible for comprehensive general liability insurance for his or her own Dwelling and Lot. Each such Owner shall be required to submit to the Association proof of such insurance. The Association may, but shall not be obligated to, pay any such insurance premiums that a Owner fails to pay, and the Owner shall be responsible to reimburse the Association, with interest, for any such payments made by the Association.

ARTICLE 11. GENERAL PROVISIONS

11.01. Nature and Duration of Covenants. This Declaration and each of the covenants, easements and restrictions herein, shall constitute covenants, restrictions and easements running with the land, in perpetuity, whether or not any deed conveying the Property or any Lot shall expressly refer to this Declaration, and shall be binding on and benefit the Declarant, Titleholder and all Owners, and their respective heirs, executors, administrators, successors and assigns

11.02. Amendment Generally. Subject to the provisions of 11.03, this Declaration may be amended at any time after the date hereof by a vote of at least sixty-seven (67%) percent of all Members in good standing present in person or by proxy at any meeting of the Membership of the Association held in accordance with the provisions of the Bylaws. A Certificate of Amendment signed and sworn to by an officer of the Association verifying the proper approval shall be recorded in the Recorder's office of Lancaster County, Pennsylvania, which shall then become effective. This paragraph is by way of supplement to and not in derogation of the powers of amendment reserved to the Declarant in this Declaration. In the alternative, an amendment may be made by an agreement signed and acknowledged by sixty-seven percent (67%) of all Owners (which agreement may be in counterparts) in the manner required for the execution of a deed, and such amendment shall be effective when recorded in the Recorder's Office of Lancaster County, Pennsylvania. If required by ARTICLE 8, any amendment shall also have the prior written approval of the requisite percentage of the Eligible Mortgage Holders.

11.03. Amendment of Provisions Relating to the Rights of the Township. Any provision this Declaration relating to the rights of the Township, including but not limited to Sections 2.03, 4.01(a), 4.01(b), 4.06, 4.07, 6.06 and 11.04(d) and (e) shall not be amended without the prior written consent of the Township.

11.04. Enforcement.

(a) The Declarant, the Association and any Owner shall each have the right to enforcement of these covenants and restrictions by any appropriate proceeding in law or in equity, against any person or persons violating or attempting to violate any covenant or restriction, to restrain or enjoin such violation, to require specific performance and/or to recover damages on behalf of the Association or to obtain other appropriate relief, and against any Lot and Owner to enforce any lien created by these covenants. Failure by the Association or any Owner on behalf of the Association to enforce any covenant herein contained for any period of time shall in no event be deemed to waiver or estoppel of the right to thereafter enforce same.

(b) Notwithstanding anything to the contrary contained herein, and except where irreparable injury would otherwise result, the Declarant, the Association or any Owner shall not bring any action in any court, administrative or arbitral tribunal for enforcement of this Declaration until the provisions of this paragraph have been complied with, as applicable. In the event of any violation, attempted violation or threatened violation of this Declaration the party seeking enforcement shall give written notice of the violation to the person(s) involved, or alleged to be involved, which notice shall direct such person(s) to cure the violation within twenty (20) days of receipt of such notice. If such person(s) fail(s), in the judgment of the enforcing party, to cure the violation within such twenty (20) day period, the enforcing party may institute proceedings to remedy the violation.

(c) The Executive Board shall have the right to levy fines for any violation of this Declaration, the Bylaws and any Rules and Regulations, provided, however, that the fine for a single violation may not, without a written resolution of the Executive Board, exceed \$25.00. Each day or portion thereof that a violation continues after receipt of notice by a violator may be considered as a separate violation. Any fine so levied shall be considered an Assessment to be levied against any Member(s) involved, shall constitute a lien against any Lot owned by such Member(s) and a personal obligation of such Member(s), and collection may be enforced by the Executive Board in the same manner as the Executive Board is entitled to enforce collection of Assessments under this Declaration; provided, however, that a fine shall not be imposed without at least ten (10) days prior written notice to the affected Member(s) and an opportunity for such Member(s) to be heard at a meeting of the Executive Board or any Committee established for such purpose.

(d) In the event the Common Elements, Controlled Facilities or any portion thereof are not maintained in reasonable order and condition, the Township shall have the right, but not the obligation, to enter upon and maintain such Common Elements. In doing so, the Township shall have all of the rights provided for in §705(f) (2) through (6), inclusive of the Pennsylvania Municipalities Planning Code. The cost of such maintenance to the municipality shall be assessed pro rata against Lots affected thereby and shall become a lien on each such Lot, and shall be enforceable by the Township in the manner provided by law.

(e) The Association and/or Declarant shall be primarily responsible for the implementation of the provisions of this Declaration. However, certain provisions of this Declaration shall be enforceable by the Township at the Township's discretion, and the Township shall be entitled to any and all legal and/or equitable remedies to enforce such provisions.

11.05. Notices. Any notice required to be sent to any Member under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing. Said notice shall be conclusively presumed to have been delivered five (5) days after deposit in the United States mails. Notice may also be served upon an Owner by personal delivery to any occupant over 14 years of age at the last known address of the Owner. Any Owner may also be served by, affixing a notice to or sliding same under the front door of the Owner's last known address. Notice to any one of co-Owners of any Lot shall be deemed notice to all such Owners.

11.06. Controlling Effect. In the event of any conflict between the terms of this Declaration and the Articles of Incorporation or Bylaws, the terms of this Declaration shall control. In the event of any conflict between the terms of the Articles of Incorporation and the Bylaws, the terms of the Articles of Incorporation shall control.

11.07. Severability. Invalidity of any of the provisions of this Declaration, the Articles of Incorporation or Bylaws of the Association shall in no way impair or affect the validity, enforceability or effect of any other provisions and, in the event of a declaration of invalidity, all of the other provisions of this Declaration, the Articles of Incorporation and Bylaws shall continue in full force as if such invalid provisions had never been included.

11.08. **Waiver.** No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce it, or delay in enforcing, irrespective of the number of violations or breaches that may occur or length of such delay.

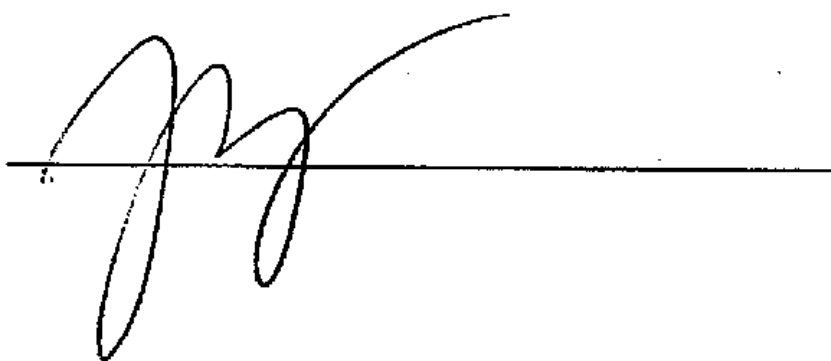
11.09. **Joinder by Titleholders.** Titleholders join in this Declaration solely for the purpose of subjecting their interests in the Property to this Declaration. Except as otherwise expressly provided herein, Titleholders shall have no liability hereunder as a Declarant or developer of the Community. Specifically, Ronald G. Kreider and Rosalie O. Kreider shall have no liability hereunder as a Declarant or developer of the Community.

11.10. **Exhibits.** Attached hereto and made apart hereof are the following exhibits:

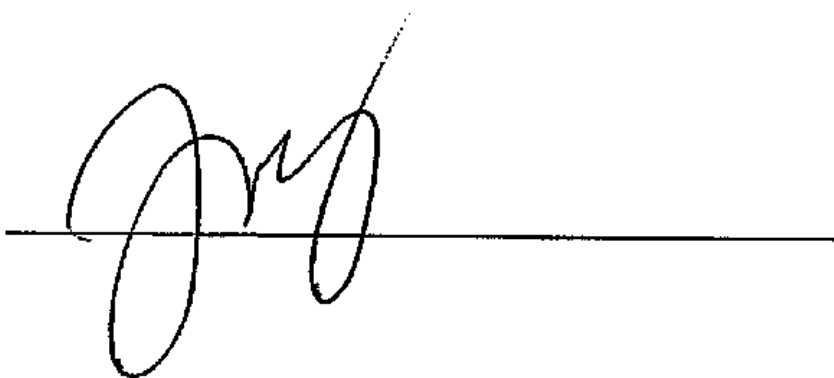
Exhibit A Description of Property
Exhibit B HOA Plat Plan
Exhibit C Title Exceptions

IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed the day and year first above written.

ATTEST:



ATTEST/WITNESS:




Ralph M. Keiser

Ralph M. Keiser

DECLARANT:

Sunview Partners, LP

By: Sunview Partners Management LLC

By: 
Mahlon N. Zimmerman

Title: Member/Manager

TITLE HOLDER:

Sunview Partners, LP

By: Sunview Partners Management LLC

By: 
Mahlon N. Zimmerman

Title: Member/Manager

Ronald G. Kreider (SEAL)
Ronald G. Kreider

Rosalie O. Kreider (SEAL)
Rosalie O. Kreider

COMMONWEALTH OF PENNSYLVANIA)

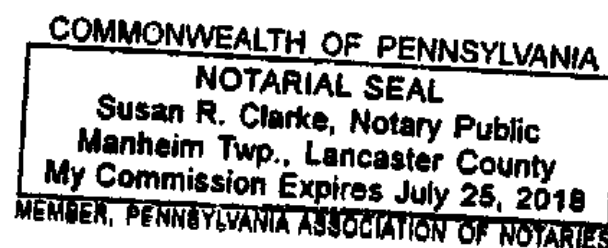
SS:

COUNTY OF LANCASTER)

ON THIS, the 26th day of September, 2017, before me the subscriber, personally appeared Mahlon N. Zimmerman, who acknowledged himself to be the manager of Sunview Partners Management LLC, the sole general partner of Sunview Partners LP, a Pennsylvania limited partnership, and that being authorized to do so as such corporate officer, executed the foregoing instrument for the purposes therein contained on behalf of the limited liability company.

WITNESS my hand and seal the day and year aforesaid.

[Signature]
Notary Public



COMMONWEALTH OF PENNSYLVANIA)

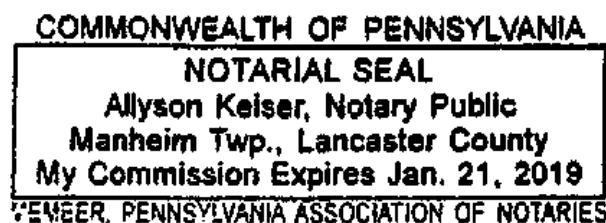
SS:

COUNTY OF LANCASTER)

ON 25th of September, 2017 before me, a Notary Public, the undersigned officer, personally appeared **Ronald G. Kreider**, known to me (or satisfactorily proven) to be the person whose name is subscribed herein and acknowledged that such person executed the same for the purposes therein contained.

WITNESS my hand and notarial seal.

[Signature]
Notary Public

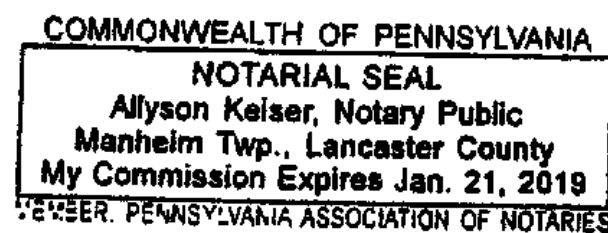


COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF LANCASTER)

ON 28th day of September, 2017 before me, a Notary Public, the undersigned officer, personally appeared **Rosalie O. Kreider**, known to me (or satisfactorily proven) to be the person whose name is subscribed herein and acknowledged that such person executed the same for the purposes therein contained.

WITNESS my hand and notarial seal.

Alison Kleiser
Notary Public



Prepared by Hershey Surveying, Inc.
June 21, 2018

Exhibit "A"

Legal Descriptions
Planned Community for Wabash Landing
Declaration Plats and Plans for Phase 1 of Wabash Landing

ALL THAT CERTAIN tract of land situate on the south side of Stevens Road, S.R. 1030 (33' wide) and on the north side of Wabash Road, T-670 (33' wide), in East Cocalico Township, Lancaster County, Pennsylvania; shown as Planned Community, on the Declaration Plats and Plans for Phase 1 of Wabash Landing, prepared by Pioneer Management, LLC, Drawing Number: 08-0500-02-C, Dated: August 18, 2017, and being more fully bounded and described as follows:

BEGINNING AT A POINT in the centerline of Stevens Road, S.R. 1030, said point being the north corner of the herein described premises as shown on the aforementioned Declaration Plats and Plans for Phase 1 of Wabash Landing; thence extending along said centerline, S64°04'55"E, 456.43' to a point; thence leaving said centerline and extending along lands of said Planned Community the following eight courses and distances, 1) S38°08'49"W, 244.06' to a point, 2) S39°25'51"E, 73.50' to a point, 3) S46°10'53"E, 26.22' to a point, 4) S46°36'42"E, 61.96' to a point, 5) S46°31'38"E, 833.53' to a point, 6) S39°40'36"W, 1149.50' to a point, 7) N46°43'06"W, 6.23' to a point, and 8) S43°29'15"W, 130.04' to a point in the centerline of Wabash Road, T-670; thence extending along said centerline, N47°35'46"W, 233.46' to a point; thence leaving said centerline and extending along lands of said Planned Community the following seven courses and distances, 1) N43°52'45"E, 209.17' to a point, 2) N46°21'50"W, 224.96' to a point, 3) N43°40'16"E, 380.24' to a point, 4) N46°41'54"W, 541.87' to a point, 5) N38°01'11"E, 15.54' to a point, 6) N43°03'26"W, 448.65' to a point, and 7) N37°49'53"E, 768.56' to the POINT OF BEGINNING

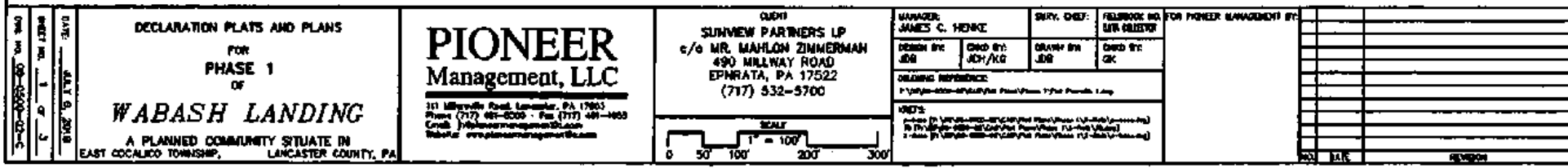
CONTAINING: 29.317 Acres (Gross)
 27.510 Acres (Excluding Authority Lot Exception)

Authority Lot Exception
Declaration Plats and Plans for Phase 1 of Wabash Landing

BEGINNING AT A POINT, said point being located S12°27'46"E, 275.36' from the northeast interior corner of the above described Planned Community; thence extending along lands of Authority Lot Exception the following five courses and distances, 1) S46°30'57"E, 315.00' to a point, 2) S43°29'03"W, 215.75' to a point, 3) 34.41' along the arc of a curve bearing to the right, having a radius of 210.00', and a chord bearing and distance of S48°10'40"W, 34.37' to a point, 4) N46°30'58"W, 312.19' to a point, and 5) N43°29'03"E, 250.00' to the POINT OF BEGINNING

CONTAINING: 1.807 Acres (Gross and Net)

Exhibit B
Plat Plan



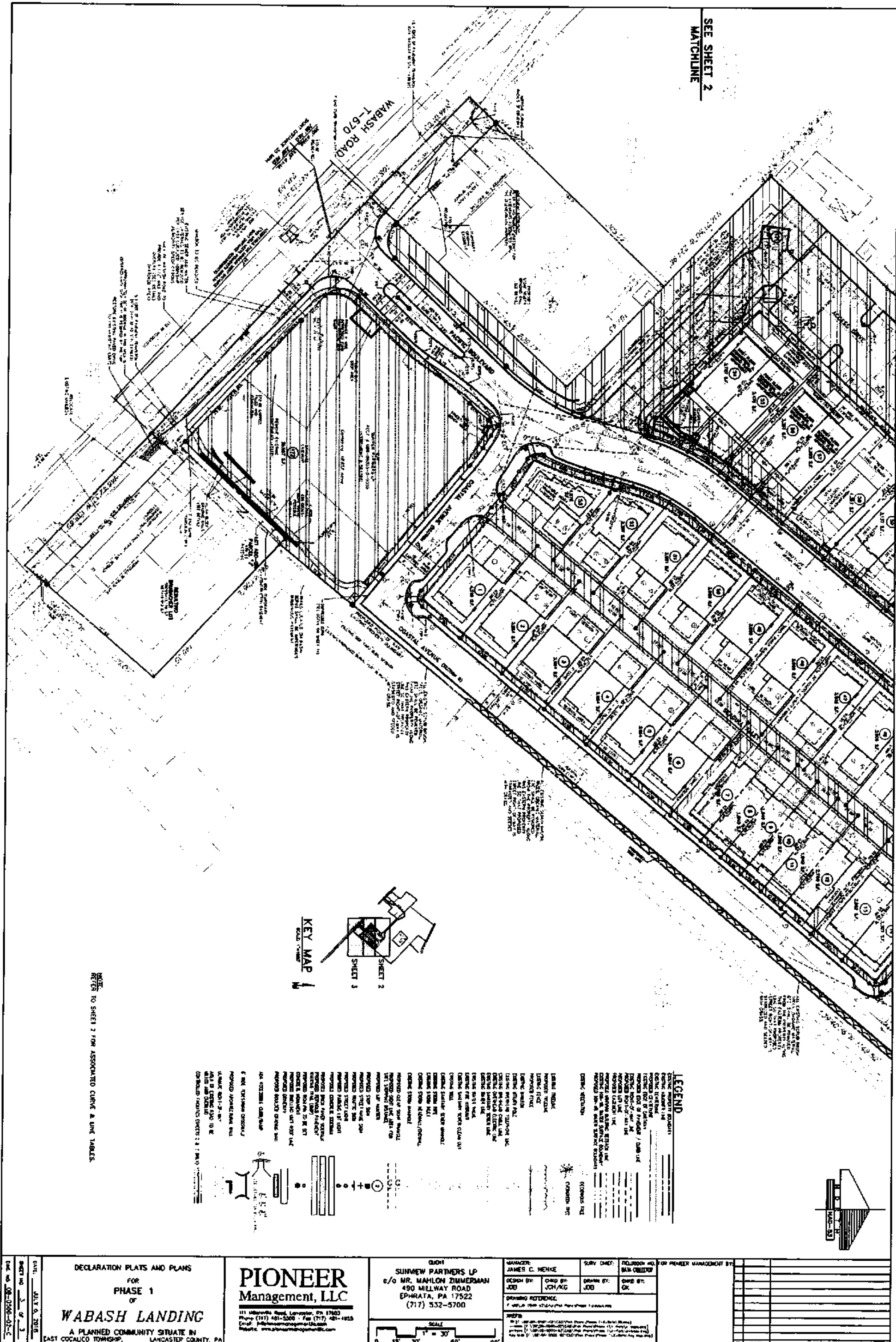


Exhibit C
Title Exceptions

Subject to all exceptions, easements, restrictions, and general plan notes shown on the Plan.

Subject to all matters of record affecting the Property, whether or not expressly identified in this Exhibit C, on the Plan or other Association Documents.

Subject to rights or claims of parties in possession of the land not shown by the public records.

Subject to taxes, levies or special assessments which are not shown by the public records.

Subject to easements, encroachments, overlaps, boundary line disputes and other matters affecting title which an accurate survey would disclose.

1st SET – 509 Wabash Road and Vacant Parcel aka 515 Wabash Road

1. Subject to the legal operation and effect of the setback lines, plan notes, easements, conditions and encumbrances as shown on Subdivision Plan Book J-87, Page 52; Subdivision Plan Book J-99, Page 76; Subdivision Plan Book J-143, Page 50 and Subdivision Plan Book ,1-154, Page 26; Subdivision Plan Book 2018-0078-J; Subdivision Plan Book 2018-0079-J and Subdivision Plan Book 2018-0081-J.
2. Rights granted Pennsylvania Power & Light Company as set forth in Record Book M, Volume 44, Page 541. (Affects larger tract of which subject premises was formerly a part)
3. Rights granted Pennsylvania Power & Light Company as set forth in Volume 2136, Page 500.
4. Public and private rights in and to that portion of the premises lying in bed of the public road. (Wabash Road, T-670)
5. Rights of the railroad to elevate and depress its tracks.
6. Excepting and Reserving therefrom premises which Ray G. Brubaker and Martha Jane Brubaker, husband and wife, by Deed dated 6/30/87 and recorded 7/1/87 in Volume 2171, Page 241, granted and conveyed unto Fred L. Walter and Margaret M. Walter, husband and wife.
7. Declaration of Access Easement as set forth in Instrument Nos. 6396267 and 6396268.
8. Declaration of Sanitary Sewer and Water Lateral Easement and General Utility Easement as set forth in Instrument Nos. 6396265 and 6396266.
9. Rights granted PPL Electric Utility Corporation as set forth in Instrument No. 6301182.
10. Temporary Access Easement Agreement as set forth in Instrument No. 6385797.
11. Developer's Agreement Regarding Phase 1 Final Plan Approval For Wabash Landing as set forth in Instrument No. 6385796.
12. Storm Water Management and Easement Agreement as set forth in Instrument No. 6385795.

2ND SET – 51 Stevens Road

1. Excepting and Reserving Therefrom Premises Containing 287.5 Square Feet which Rosalie O. Kreider and Ronald G. Kreider, by Deed dated 11/10/88 and recorded 11/28/88 in Volume 2532, Page 333, granted and conveyed unto Commonwealth of Pennsylvania, Department of Transportation.
2. Agreement granted East Cocalico Township Authority as set forth in Record Book Y, Volume 84, Page 671.
3. Rights granted Consumers Gas Company as set forth in Record Book 1, Volume 40, Page 17. (Affects larger tract of which subject premises was formerly a part).
4. Rights granted Pennsylvania Power & Light Company as set forth in Record Book L, Volume 43, Page 203. (Affects larger tract of which subject premises was formerly a part)
5. Developer's Agreement Regarding Phase 1 Final Plan Approval For Wabash Landing as set forth in Instrument No. 6385796.
6. Temporary Access Easement Agreement as set forth in Instrument No. 6385797.
7. Storm Water Management and Easement Agreement as set forth in Instrument No. 6385795.
8. Open-End Mortgage: \$125,000 – Ronald G. Kreider and Rosalie O. Kreider, h/w to The Ephrata National Bank, dated January 30, 2009 and recorded February 6, 2009 in Instrument No. 5759054.
9. Open-End Mortgage: \$50,000 – Ronald G. Kreider and Rosalie O. Kreider, h/w to Susquehanna Bank, now by merger, Branch Banking and Trust Company, dated February 28, 2014 and recorded March 10, 2014 in Instrument No. 6133287.
10. Easement Agreement granted East Cocalico Township Authority, dated April 1, 2018 and recorded October 11, 2018 in Instrument No. 6423009.

3RD SET - 421 Wabash Road

1. Subject to the legal operation and effect of the setback lines, plan notes, easements, conditions and encumbrances as shown on Subdivision Plan Book J-233, Page 68; Subdivision Plan Book 2018-0078-J; Subdivision Plan Book 2018-0079-J and Subdivision Plan Book 2018-0081-J.
2. Restrictions as set forth in Record Book W, Volume 34, Page 413; Record Book E, Volume 51, Page 723 and Record Book Y, Volume 28, Page 247.
3. Conditions and restrictions as set forth in Record Book R, Volume 40, Page 344.
4. Deed of easement and agreement thereto as set forth in Record Book T, Volume 50, Page 200.
5. Rights and agreement as set forth in Record Book K, Volume 56, Page 905.
6. Excepting and Reserving therefrom premises Containing 1.8071 Acres which Rozanne L. Zimmerman, by Deed dated 4/28/08 and recorded 4/29/08 in Instrument No. 5701821, granted and conveyed unto East Cocalico Township Authority.
7. Act 319 (Clean & Green) as set forth in Volume 5104, Page 363 and Instrument No. 5628840.

8. Revised Application of Act 319 (Clean & Green) as set forth in Instrument No. 5728994.
9. Revision of Act 319 (Clean & Green) as set forth in Volume 5940496.
10. Wellhead Protection Zone Easement Agreement as set forth in Instrument No. 5701823 and Instrument No. 5911321.
11. Easement Agreement as set forth in Instrument No. 5830565.
12. Agreement Extinguishing Easement as set forth in Instrument No. 5830563. (Extinguishment of Instrument No. 5732625)
13. Easement Agreement as set forth in Instrument No. 5704030.
14. Easement Agreement as set forth in Instrument No. 5701822.
15. Declaration of Relinquishment as set forth in Instrument No. 5551860 and as filed in Prothonotary's Office in Docket CI-06-05444.
16. Notice of Filing of Declaration of Taking as set forth in Instrument No. 5528883.
17. Right-of-Way Agreement granted PPL Electric Utilities Corporation as set forth in Instrument No. 6153846.
18. Agreement Providing for Grant of Public Right-of-Way and Maintenance Easement as set forth in Instrument No. 6139273.
19. Agreement Providing for Grant of Public Right-of-Way, Clear Sight Line Casement and Grading Easement as set forth in Instrument No. 5933040.
20. Temporary Access Easement Agreement as set forth in Instrument No. 6385797.
21. Developer's Agreement Regarding Phase 1 Final Plan Approval For Wabash Landing as set forth in Instrument No. 6385796.
22. Storm Water Management and Easement Agreement as set forth in Instrument No. 6385795.
23. Rights granted Blue Ridge Cable Technologies, Inc. as set forth in Instrument No. 6222055.
24. Open-End Mortgage: \$2,600,000 – Sunview Partners, LP to GZ Capital, LLC, dated May 17, 2018 and recorded May 17, 2018 in Instrument No. 6397505.

4TH SET – 525 Wabash Road

1. Subject to the legal operation and effect of the setback lines, plan notes, easements, conditions and encumbrances as shown on Subdivision Plan Book J-87, Page 52; Subdivision Plan Book J-99, Page 76; Subdivision Plan Book J-143, Page 50 and Subdivision Plan Book J-154, Page 26; Subdivision Plan Book 2018-0078-J; Subdivision Plan Book 2018-0079-J and Subdivision Plan Book 2018-0081-J.
2. Rights granted Pennsylvania Power & Light Company as set forth in Record Book M, Volume 44, Page 541. (Affects larger tract of which subject premises was formerly a part)
3. Rights granted Pennsylvania Power & Light Company as set forth in Volume 2136, Page 500.

4. Public and private rights in and to that portion of the premises lying in bed of the public road. (Wabash Road, T-670)
5. Rights of the railroad to elevate and depress its tracks.
6. Declaration of Access Easement as set forth in Instrument Nos. 6396267 And 6396268.
7. Declaration of Sanitary Sewer and Water Lateral Easement and General Utility Easement as set forth in Instrument Nos. 6396265 and 6396266.
8. Temporary Access Easement Agreement as set forth in Instrument No. 6385797.
9. Developer's Agreement Regarding Phase 1 Final Plan Approval For Wabash Landing as set forth in Instrument No. 6385796.

ALL PROPERTY IN THE WABASH LANDING COMMUNITY IS UNDER AND SUBJECT TO:

the following restrictions which shall be a covenant running with the land:

1. Nothing shall be placed, planted, set or put within the area of an easement that would adversely affect the function of the easement or conflict with the easement agreement. (See Plan Note No. 15)
2. The Grantee is responsible for the maintenance and upkeep of the sidewalk as well as the storm water management facilities that may be located upon their lot. (See Plan Note Nos. 12 & 13)
3. The Grantee is subject to the "Architectural Features & Construction Specifications Manual" as set forth in Document ID #_____. (See Plan Note No. 26)

NOTICE: Subject premises may be affected by carbonate geologic hazards. This site is an area of carbonate geology and is susceptible to development of sinkholes. Alterations of land and natural drainage in areas of carbonate geology through land development may result in the development of sinkholes or other subsurface anomalies which can undermine structural foundations potentially creating hazardous conditions. East Cocalico Township Authority assumes no liability for any damages that may result from development in an area of Carbonate Geology. (See Plan Note Nos. 37, 44, 45 & 48)

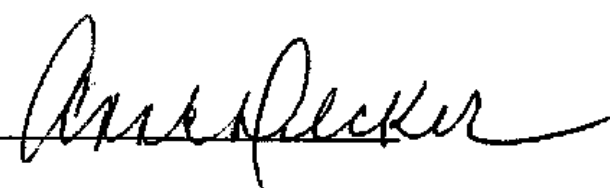
CONSENT AND JOINDER BY MORTGAGEE

JONESTOWN BANK AND TRUST COMPANY OF JONESTOWN, PA ("Mortgagee") as holder of a certain mortgage on the within-described Premises from Sunview Partners, LP, a Pennsylvania limited partnership ("Mortgagor"), which mortgage in the amount of \$600,000.00 is dated August 7, 2018 and is recorded August 14, 2018 in Document Number 6413148, in the Office of the Recorder of Deeds in and for Lancaster County, Pennsylvania, joins in, consents to and expressly approves the Declaration of Covenants, Restrictions and Easements for Wabash Landing, and other rights and privileges described in the attached document and, further, hereby releases the Community from the lien, effect and operation of the Mortgage(s) (the "Declaration").

The Mortgagee, for itself, its successors and assigns, (which shall include any assignee of the Mortgage and any purchaser of the Premises at a sale in foreclosure of the Mortgage 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 Mortgage or the debt instruments that such Mortgage secures. Mortgagee by consenting to the Declaration shall not by virtue of its interest as Mortgagee be deemed to have undertaken any of the obligations of the Grantor under the Declaration, including but not limited to construction, maintenance, inspection or indemnification.

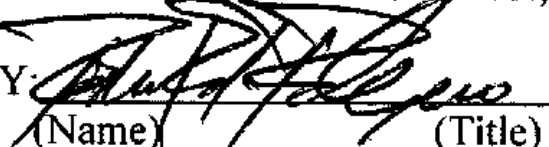
IN WITNESS WHEREOF, Mortgagee hereby consents and joins in the execution of the Declaration as of this 19th day of SEPTEMBER, 2018.

ATTEST:



**JONESTOWN BANK AND TRUST
COMPANY OF JONESTOWN, PA**

BY:


(Name) (Title)

COMMONWEALTH OF PENNSYLVANIA)

SS:

COUNTY OF LANCASTER)

ON THIS, the 19th day of September, 2018, before me the subscriber, personally appeared Jessica Diamond who acknowledged himself/herself to be the Richard Rollman of **JONESTOWN BANK AND TRUST COMPANY OF JONESTOWN, PA**, a corporation, and that being authorized to do so as such corporate officer, executed the foregoing instrument for the purposes therein contained on behalf of the corporation.

WITNESS my hand and seal the day and year aforesaid.

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Jessica Diamond, Notary Public
Cleona Boro, Lebanon County
My Commission Expires May 23, 2021
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Jessica Diamond
Notary Public

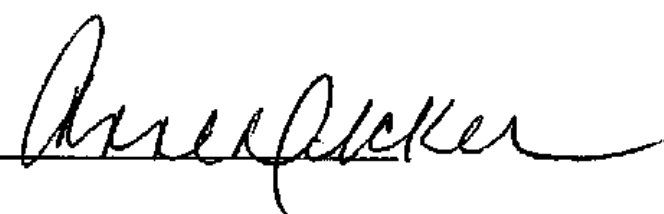
CONSENT AND JOINDER BY MORTGAGEE

JONESTOWN BANK AND TRUST COMPANY OF JONESTOWN, PA ("Mortgagee") as holder of a certain mortgage on the within-described Premises from Sunview Partners, LP, a Pennsylvania limited partnership ("Mortgagor"), which mortgage in the amount of \$132,528.00 is dated August 7, 2018 and is recorded August 14, 2018 in Document Number 6413149, in the Office of the Recorder of Deeds in and for Lancaster County, Pennsylvania, joins in, consents to and expressly approves the Declaration of Covenants, Restrictions and Easements for Wabash Landing, and other rights and privileges described in the attached document and, further, hereby releases the Community from the lien, effect and operation of the Mortgage(s) (the "Declaration").

The Mortgagee, for itself, its successors and assigns, (which shall include any assignee of the Mortgage and any purchaser of the Premises at a sale in foreclosure of the Mortgage 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 Mortgage or the debt instruments that such Mortgage secures. Mortgagee by consenting to the Declaration shall not by virtue of its interest as Mortgagee be deemed to have undertaken any of the obligations of the Grantor under the Declaration, including but not limited to construction, maintenance, inspection or indemnification.

IN WITNESS WHEREOF, Mortgagee hereby consents and joins in the execution of the Declaration as of this 19th day of September, 2018.

ATTEST:



**JONESTOWN BANK AND TRUST
COMPANY OF JONESTOWN, PA**

BY:

(Name)

(Title)

COMMONWEALTH OF PENNSYLVANIA)

SS:

COUNTY OF LANCASTER)

ON THIS, the 19th day of September, 2018, before me the subscriber, personally appeared Richard Rollman, who acknowledged himself/herself to be the Chief Lending Officer of **JONESTOWN BANK AND TRUST COMPANY OF JONESTOWN, PA**, a corporation, and that being authorized to do so as such corporate officer, executed the foregoing instrument for the purposes therein contained on behalf of the corporation.

WITNESS my hand and seal the day and year aforesaid.

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Jessica Diamond, Notary Public
Cleona Boro, Lebanon County
My Commission Expires May 23, 2021
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Jessica Diamond
Notary Public

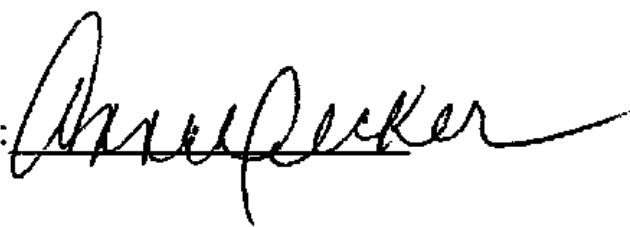
CONSENT AND JOINDER BY MORTGAGEE

JONESTOWN BANK AND TRUST COMPANY OF JONESTOWN, PA ("Mortgagee") as holder of a certain mortgage on the within-described Premises from Sunview Partners, LP, a Pennsylvania limited partnership ("Mortgagor"), which mortgage in the amount of \$132,528.00 is dated September 10, 2012 and is recorded September 17, 2012 in Document Number 6023260, in the Office of the Recorder of Deeds in and for Lancaster County, Pennsylvania, joins in, consents to and expressly approves the Declaration of Covenants, Restrictions and Easements for Wabash Landing, and other rights and privileges described in the attached document and, further, hereby releases the Community from the lien, effect and operation of the Mortgage(s) (the "Declaration").

The Mortgagee, for itself, its successors and assigns, (which shall include any assignee of the Mortgage and any purchaser of the Premises at a sale in foreclosure of the Mortgage 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 Mortgage or the debt instruments that such Mortgage secures. Mortgagee by consenting to the Declaration shall not by virtue of its interest as Mortgagee be deemed to have undertaken any of the obligations of the Grantor under the Declaration, including but not limited to construction, maintenance, inspection or indemnification.

IN WITNESS WHEREOF, Mortgagee hereby consents and joins in the execution of the Declaration as of this 19th day of September, 2018.

ATTEST:

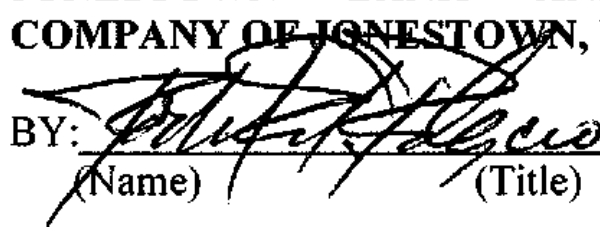


**JONESTOWN BANK AND TRUST
COMPANY OF JONESTOWN, PA**

BY:

(Name)

(Title)



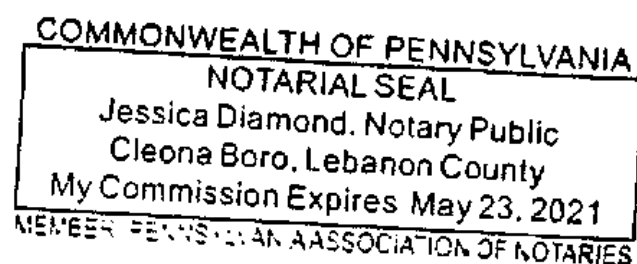
COMMONWEALTH OF PENNSYLVANIA)

) SS:

COUNTY OF LANCASTER)

ON THIS, the 19th day of September, 2018, before me the subscriber, personally appeared Richard Rollman, who acknowledged himself/herself to be the Chief Lending Officer of **JONESTOWN BANK AND TRUST COMPANY OF JONESTOWN, PA**, a corporation, and that being authorized to do so as such corporate officer, executed the foregoing instrument for the purposes therein contained on behalf of the corporation.

WITNESS my hand and seal the day and year aforesaid.



Jessica Diamond
Notary Public

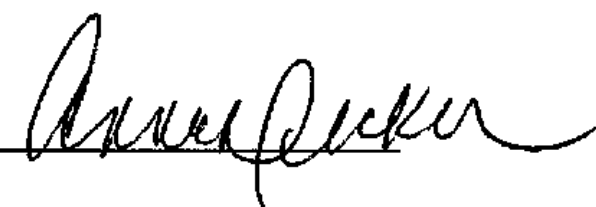
CONSENT AND JOINDER BY MORTGAGEE

JONESTOWN BANK AND TRUST COMPANY OF JONESTOWN, PA ("Mortgagee") as holder of a certain mortgage on the within-described Premises from Sunview Partners, LP, a Pennsylvania limited partnership ("Mortgagor"), which mortgage in the amount of \$583,783.00 is dated November 16, 2012 and is recorded November 21, 2012 in Document Number 6037329, in the Office of the Recorder of Deeds in and for Lancaster County, Pennsylvania, joins in, consents to and expressly approves the Declaration of Covenants, Restrictions and Easements for Wabash Landing, and other rights and privileges described in the attached document and, further, hereby releases the Community from the lien, effect and operation of the Mortgage(s) (the "Declaration").

The Mortgagee, for itself, its successors and assigns, (which shall include any assignee of the Mortgage and any purchaser of the Premises at a sale in foreclosure of the Mortgage 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 Mortgage or the debt instruments that such Mortgage secures. Mortgagee by consenting to the Declaration shall not by virtue of its interest as Mortgagee be deemed to have undertaken any of the obligations of the Grantor under the Declaration, including but not limited to construction, maintenance, inspection or indemnification.

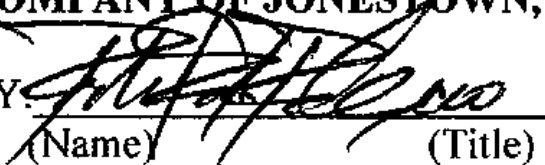
IN WITNESS WHEREOF, Mortgagee hereby consents and joins in the execution of the Declaration as of this 19th day of September, 2018.

ATTEST:



**JONESTOWN BANK AND TRUST
COMPANY OF JONESTOWN, PA**

BY:



(Name)

(Title)

COMMONWEALTH OF PENNSYLVANIA)

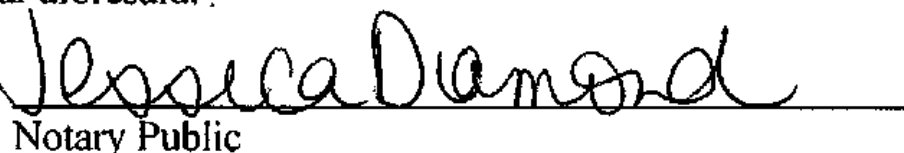
) SS:

COUNTY OF LANCASTER)

ON THIS, the 19th day of September, 2018, before me the subscriber, personally appeared Richard Rollman, who acknowledged himself/herself to be the Chief Lending Officer of **JONESTOWN BANK AND TRUST COMPANY OF JONESTOWN, PA**, a corporation, and that being authorized to do so as such corporate officer, executed the foregoing instrument for the purposes therein contained on behalf of the corporation.

WITNESS my hand and seal the day and year aforesaid.

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Jessica Diamond, Notary Public
Cleona Boro. Lebanon County
My Commission Expires May 23, 2021
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES


Notary Public

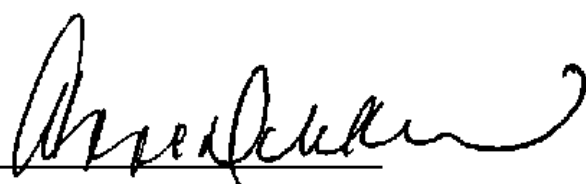
CONSENT AND JOINDER BY MORTGAGEE

JONESTOWN BANK AND TRUST COMPANY OF JONESTOWN, PA ("Mortgagee") as holder of a certain mortgage on the within-described Premises from Sunview Partners, LP, a Pennsylvania limited partnership ("Mortgagor"), which mortgage in the amount of \$600,000.00 is dated November 16, 2012 and is recorded November 21, 2012 in Document Number 6037330, in the Office of the Recorder of Deeds in and for Lancaster County, Pennsylvania, joins in, consents to and expressly approves the Declaration of Covenants, Restrictions and Easements for Wabash Landing, and other rights and privileges described in the attached document and, further, hereby releases the Community from the lien, effect and operation of the Mortgage(s) (the "Declaration").

The Mortgagee, for itself, its successors and assigns, (which shall include any assignee of the Mortgage and any purchaser of the Premises at a sale in foreclosure of the Mortgage 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 Mortgage or the debt instruments that such Mortgage secures. Mortgagee by consenting to the Declaration shall not by virtue of its interest as Mortgagee be deemed to have undertaken any of the obligations of the Grantor under the Declaration, including but not limited to construction, maintenance, inspection or indemnification.

IN WITNESS WHEREOF, Mortgagee hereby consents and joins in the execution of the Declaration as of this 19th day of September, 20 18.

ATTEST:



**JONESTOWN BANK AND TRUST
COMPANY OF JONESTOWN, PA**

BY:

(Name)

(Title)

COMMONWEALTH OF PENNSYLVANIA)

) SS:

COUNTY OF LANCASTER)

ON THIS, the 19th day of September, 2018, before me the subscriber, personally appeared Richard Pollman, who acknowledged himself/herself to be the Chief Lending Officer of **JONESTOWN BANK AND TRUST COMPANY OF JONESTOWN, PA**, a corporation, and that being authorized to do so as such corporate officer, executed the foregoing instrument for the purposes therein contained on behalf of the corporation.

WITNESS my hand and seal the day and year aforesaid.

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL

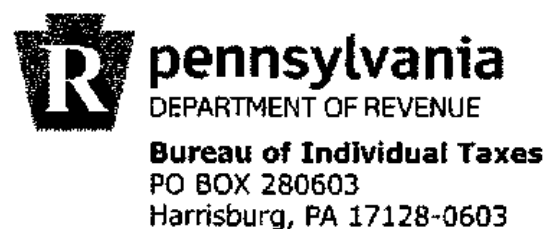
Jessica Diamond, Notary Public

Cleona Boro, Lebanon County

My Commission Expires May 23, 2021

MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES


 Notary Public



REALTY TRANSFER TAX STATEMENT OF VALUE

See reverse for instructions.

RECORDER'S USE ONLY

State Tax Paid	\$0.00
Book Number	6426923
Page Number	
Date Recorded	11/02/2018 10:51:39 AM

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 Gibbel Kraybill & Hess LLP Donald H. Hess, Esquire	Telephone Number: (717) 291-1700
Mailing Address 2933 Lititz Pike, PO Box 5349	City Lancaster
	State PA
	ZIP Code 17606

B. TRANSFER DATA

Date of Acceptance of Document / /	
Grantor(s)/Lessor(s) Sunview Partners, LP	Telephone Number:
Mailing Address 490 Millway Road	Grantee(s)/Lessee(s) Sunview Partners, LP
City Ephrata	Mailing Address 490 Millway Road
State PA	City Ephrata
ZIP Code 17522	State PA
	ZIP Code 17522

C. REAL ESTATE LOCATION

Street Address Easements only on Wabash Road	City, Township, Borough East Cocalico Township
County Lancaster	School District Cocalico School District
	Tax Parcel Number Not separately assessed

D. VALUATION DATAWas 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	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%	1c. Percentage of Grantor's Interest Conveyed 100%
---	---	---

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.) Easement only with a value less than \$100 - Section 91.193(b)(21)

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

Date

FAILURE TO COMPLETE THIS FORM PROPERLY OR ATTACH REQUESTED DOCUMENTATION MAY RESULT IN THE RECORDER'S REFUSAL TO RECORD THE DEED.

EXHIBIT “C”
Wabash Landing Articles of Incorporation and Bylaws

PENNSYLVANIA DEPARTMENT OF STATE
BUREAU OF CORPORATIONS AND CHARITABLE ORGANIZATIONS

Return document by email to:
SMILLER@GKH.COM



TFA181005JD0094

**Articles of Incorporation – Nonprofit
Domestic Nonprofit Corporation**

In compliance with the requirements of 15 Pa.C.S. Section 5306 (relating to articles of incorporation) the undersigned, desiring to be incorporated as a nonprofit corporation, hereby certifies that:

1. The name of the corporation is Wabash Landing Homeowners Association.
2. The location and post office address of the initial registered office of the corporation in this Commonwealth is 490 Millway Road, Ephrata, PA 17522 (Lancaster County, Pennsylvania).
3. The purpose of the corporation, for which it is incorporated under the Nonprofit Corporation Law of 1988 of the Commonwealth of Pennsylvania, is to be the homeowners association for Wabash Landing, a planned community in East Cocalico Township, Lancaster County, Pennsylvania.
4. The corporation is organized exclusively for acquisition, construction, management, maintenance, and care of Association property and exercising the rights, duties and responsibilities assigned to the corporation.
5. The corporation does not contemplate pecuniary gain or profit, incidental or otherwise.
6. The term for which the corporation is to exist is perpetual.
7. The corporation is organized upon a non-stock basis.
8. The corporation shall have members. Every record-owner of a lot that is subject to assessment by the Association pursuant to the Wabash Landing Declaration is entitled to membership and voting rights in the Association, in accordance with the Bylaws of the Association. Membership is appurtenant to, and inseparable from, ownership of the lot.
9. The name and post office address of the incorporator is:

Kevin L. Zimmerman
490 Millway Road
Ephrata, PA 17522

PA DEPT. OF STATE

OCT 04 2018

IN TESTIMONY WHEREOF, the incorporator has signed and sealed these Articles of Incorporation this 4th day of October, 2018.



Kevin L. Zimmerman

WABASH LANDING HOMEOWNERS ASSOCIATION
A Pennsylvania Nonprofit Corporation

Bylaws

Wabash Landing Homeowners Association
A Planned Residential Community

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Article I. Introductory Provisions

Section 1.01 Applicability

These Bylaws provide for the governance of WABASH LANDING HOMEOWNERS ASSOCIATION, a Pennsylvania nonprofit corporation (the Association) pursuant to the requirements of the Pennsylvania Uniform Planned Community Act (the Act) with respect to the Community created by the recording of the Declaration in the Recorder of Deeds Office in and for Lancaster County, Pennsylvania in Document ID No. _____.

Section 1.02 Purpose

The purpose of this corporation is to be the homeowners association for **Wabash Landing** in East Cocalico Township, Lancaster County, Pennsylvania, in accordance with the Act.

Section 1.03 Definitions

Capitalized terms which are not defined herein shall have the meanings specified for those terms in the Act or in the Declaration.

(a) **Notice of Meetings.** Notice of any meeting (Members, Executive Board or any of its subcommittees) shall be given either personally or by “notice in record form,” which means sending a copy thereof, either:

1. By first class or express mail, postage prepaid, or courier service, charges prepaid, to the person's postal address appearing on the books of the corporation or, in the case of directors or members of another body, supplied by the person to the corporation for the purpose of notice. Notice under this subparagraph shall be deemed to have been given to the person entitled thereto when deposited in the United States mail or with a courier service for delivery to that person.

2. Or by facsimile transmission, e-mail or other electronic communication to the person's facsimile number or address for e-mail or other electronic communications supplied by the person to the corporation for the purpose of notice. Notice under this subparagraph shall be deemed to have been given to the person entitled thereto when sent.

(b) **Participation in meetings by use of conference telephone or other electronic technology.**

1. Incorporators, directors and members of another body. One or more persons may participate in a meeting of the incorporators, the board of directors or any other body of a nonprofit corporation by means of conference telephone or other electronic technology by means of which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this section shall constitute presence in person at the meeting.

2. Members. The presence or participation, including voting and taking other action, at a meeting of members, or the expression of consent or dissent to corporate action, by a member by conference telephone or other electronic means, including, without limitation, the internet, shall constitute the presence of, or vote or action by, or consent or dissent of the member.

(c) Action by consent in lieu of meeting.

1. Executive Board. Any action required or permitted to be approved at a meeting of the Executive Board may be approved without a meeting if a consent or consents to the action in record form are signed, before, on or after the effective date of the action, by all of the members of the Executive Board in office on the date the last consent is signed. The consent or consents must be filed with the secretary of the Association.

2. Members.

(i) Unanimous consent. Any action required or permitted to be taken at a meeting of the members may be taken without a meeting if a consent or consents to the action in record form are signed, before, on or after the effective date of the action, by all of the members who would be entitled to vote at a meeting for that purpose. The consent or consents must be filed with the minutes of the proceedings of the members.

(ii) Partial consent. Any action required or permitted to be taken at a meeting of the members may be taken without a meeting upon the signed consent of members who would have been entitled to cast the minimum number of votes that would be necessary to authorize the action at a meeting at which all members entitled to vote thereon were present and voting. The consents must be filed in record form with the minutes of the proceedings of the members. Prompt notice that an action has been taken shall be given to each member entitled to vote on the action that has not consented.

Section 1.04 Compliance

Every present and future Owner and all persons occupying any Lot within Wabash Landing shall comply with the Act, the Declaration, these Bylaws and the Rules and Regulations.

Section 1.05 Office

The office of the Association and the Executive Board shall be located on the Property or at such other place as may be designated from time to time by the Executive Board.

Section 1.06 Seal

The Association may, but (unless required by law) need not obtain or use a corporate seal.

Article II. The Association

Section 2.01 Organization and Membership

The Association is organized as a Pennsylvania nonprofit corporation, and the provisions of the Pennsylvania Nonprofit Corporation Law of 1988 as amended (15 Pa. C.S.A. §5101 *et seq.*) (the NPC) also apply to the Association and to these Bylaws. In the event of conflict between the Act and the NPC, the provisions of the Act control. All Owners shall be members of the Association, and shall act in accordance with the Act, the Declaration, these Bylaws, and the Rules and Regulations. The Association shall have the responsibility of administering the Community, establishing the means and methods of collecting assessments and charges, arranging for the management of the Community and performing all of the other acts that may be required or permitted to be performed by the Association pursuant to the Act, the Declaration, these Bylaws, and the Rules and Regulations. The foregoing responsibilities shall be performed by the Executive Board or Managing Agent as more particularly set forth in these Bylaws.

Section 2.02 Annual Meetings

Except as otherwise designated by the Executive Board, the annual meetings of the Association shall be held at 7:00 p.m. on the third Monday of the month of April each year, unless such date shall occur on a holiday, in which event the meeting shall be held on the next succeeding Monday which is not a holiday. At such annual meetings, at least one member of the Executive Board shall be elected by ballot of the Owners in accordance with the requirements of this Article (unless otherwise provided by operation of reserved Special Declarant Rights), and such other business as may properly come before the meeting may be transacted.

Section 2.03 Place of Meetings

Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Owners, as may be designated by the Executive Board.

Section 2.04 Special Meetings

(a) The Secretary shall call a special meeting of the Association if so directed by resolution of the Executive Board or upon a petition signed and presented to the Secretary by Owners entitled to cast at least ten percent (10%) of the votes in the Association. The notice of any special meetings shall state the time, place, and purpose of the meeting. Such meeting shall be held within thirty (30) days after receipt by the Secretary of the resolution or petition; provided, however, if the purpose includes the consideration of the rejection of a budget or capital expenditure, such meetings shall be held within fifteen (15) days after receipt by the Secretary of the resolution or petition. No business shall be transacted at a special meeting except as stated in the notice.

(b) The Declarant shall cause special meetings to be called for the election of Executive Board members in the course of the transition from Declarant control as provided in Section 3.06 of the Declaration. Each new member's appointment shall be effective as of the end of the meeting, and shall continue until the first election after the date of the termination of Declarant's control.

(c) Notwithstanding the foregoing, if any meeting required pursuant to this section could be held on the date an annual meeting of the Association is scheduled, then this meeting shall be held concurrently with the annual meeting.

Section 2.05 Election of Executive Board Upon Termination of Declarant's Control

At the first election after the termination of Declarant's control, three members shall be elected to the Executive Board (Executive Board Members). The two members receiving the highest number of votes shall serve for a term of two years; the remaining member shall serve for a period of one year. In all subsequent elections, the Executive Board Members shall be elected for a term of two years and until their successors are elected.

Section 2.06 Notice of Meetings

The Secretary shall give to each Owner notice of each annual or regularly scheduled meeting of the Association at least ten (10) but not more than sixty (60) days, and of each special meeting of the Owners at least ten (10) but not more than forty-five (45) days prior to the meeting, stating the time, place, and purpose thereof.

Section 2.07 Quorum

The presence in person or proxy of Owners of ten percent (10%) or more of the Total Votes at the commencement of a meeting shall constitute a quorum at all meetings of the Owners Association.

Section 2.08 Adjournment of Meetings

If at any meeting of the Association a quorum is not present, Owners entitled to cast a majority of the votes represented at the meeting may adjourn the meeting to such time and place as they may determine. Provided, however, that in the case of any meeting called for the election of directors those who attend the second of such adjourned meetings, although less than a quorum as fixed in these Bylaws or in the Articles, shall nevertheless constitute a quorum for the purpose of election of directors. And provided further that in the case of any meeting called for any other purpose those who attend the second of such adjourned meetings, although less than a quorum as fixed in these Bylaws or in the Articles, shall nevertheless constitute a quorum for the purpose of acting upon any resolution or other matter set forth in the notice of the meeting; if written notice of such second adjourned meeting, stating that those Owners who attend shall constitute a quorum for the purpose of acting upon such resolution or other matter, is given to each Owner entitled to vote at such second adjourned meeting at least ten days prior to the day named for the second adjourned meeting.

Section 2.09 Voting

(a) Voting at all meetings of the Association shall be on the basis of one vote per Lot Owner. An Owner owning more than one Lot shall have the number of votes equal to the number of

that Owner's Lots. The total number of votes (Total Votes) which may ever be cast by all the Owners is equal to the number of Lots in the Community.

(b) When a Lot is owned by more than one person or entity, the vote for such Lot shall be exercised as its record owners, among themselves determine; but in no event shall more than one vote be cast with respect to any Lot. If agreement cannot be reached on who shall cast the vote for any Lot, the Owner whose name appears first on the deed shall be deemed to have authority to vote.

(c) At all elections for Executive Board members, those candidates for election receiving the greatest number of votes cast in such elections shall be elected. No votes allocated to a Lot owned by the Association may be cast.

Section 2.10 Proxies

A vote may be cast in person or by proxy. Such proxy may be granted by any Owner, or the Declarant. Proxies shall be duly executed in writing, shall be valid only for one year unless it designates a shorter time, and must be filed with the Secretary at or before the appointed time of the meeting. Such proxy shall be deemed revoked only upon actual receipt by the person presiding over the meeting of written notice of revocation from the grantor of the proxy. A proxy is void if it is not dated or purports to be revocable without notice.

Section 2.11 Classes of Voting Membership and Cumulative Voting

There shall be no class voting and cumulative voting absent appropriate amendment the Declaration.

Section 2.12 Conduct of Meetings

The President shall preside over all meetings of the Association (and in the President's absence, any person whom the Secretary shall appoint upon the Secretary calling the meeting to order), and the Secretary shall keep minutes of the meeting and record in the minute book all resolutions adopted at the meeting as well as any other business transacted.

Article III. Executive Board

Section 3.01 Number and Qualification

The affairs of the Association shall be governed by the Executive Board Members which shall be known as the Executive Board or the Board. The Executive Board shall be composed of three natural persons who are residents of Pennsylvania, at least twenty-one (21) years old, and Owners (or designees of the Declarant during the period of Declarant control). No Board member may have any ownership interest in the same Lot as any other Board member (excepting the Declarant).

Section 3.02 Managing Agent

The Executive Board may employ for the Community a managing agent (Managing Agent) at a compensation established by the Executive Board. The Managing Agent shall perform such

duties and services as the Executive Board shall authorize, including, but not limited to, all of the duties listed in the Act, the Declaration, these Bylaws, and the Rules and Regulations; provided, however, that if a Managing Agent shall not have the power to act under the Act, the Declaration, these Bylaws, or the Rules and Regulations such duties shall be performed as advisory to the Executive Board. Any contract with the Managing Agent must provide that it may be terminated with cause on no more than thirty (30) days' written notice and without cause on not less than sixty (60) days' written notice, and that termination shall be without penalty. The term of such contract may not exceed one year.

Section 3.03 Delegation of Powers to Managing Agent

The Executive Board may delegate to the Managing Agent all of the powers granted to the Executive Board by the Act, the Declaration, these Bylaws, and the Rules and Regulations other than the following powers:

- (a) to adopt the annual budget and any amendment thereto or to assess any Common Expenses;
- (b) to adopt, repeal or amend Rules and Regulations;
- (c) to designate signatories on Association bank accounts;
- (d) to borrow money on behalf of the Association;
- (e) to acquire and mortgage Lots;
- (f) to designate Common Elements;
- (g) to allocate Limited Common Elements.

Section 3.04 Election and Term of Office

(a) At the annual meetings of the Association, the election of members of the Executive Board (whose terms are expiring) shall be held. The term of office of any Executive Board member shall be fixed at two years and until a successor is chosen. A member of the Executive Board shall hold office until the earlier to occur of the election of his respective successor or his death, adjudication of incompetency, removal, or resignation. An Executive Board member may serve an unlimited number of terms and may succeed himself.

(b) Persons qualified to be members of the Executive Board may be nominated for election only as follows:

- (i) Any Owner may submit to the Secretary at least twenty (20) days before the meeting at which the election is to be held a nominating petition signed by Owners owning at least seven Lots in the aggregate, together with a statement that the person nominated is willing to serve on the Executive Board and a biographical sketch of the nominee. The Secretary shall provide the appropriate submissions to every Owner along with the notice of such meeting; and

- (ii) Nominations may be submitted from the floor at the meeting at which the election is held for each vacancy on the Executive Board for which no more than one person has been nominated by petition.

Section 3.05 Removal or Resignation of Members of the Executive Board

(a) Except with respect to members designated by Declarant, at any meeting of the Association, any one or more of the members of the Executive Board may be removed with or without cause by Owners entitled to cast a majority of the Total Votes; in which event a successor shall be elected to fill the vacancy thus created.

(b) A member of the Executive Board may resign at any time and shall be deemed to have resigned upon transfer of title to his Lot.

(c) Declarant shall have the right to remove and replace any or all members appointed by Declarant at any time and from time to time until the required resignation dates specified in the Declaration.

Section 3.06 Vacancies

Except as otherwise provided, vacancies in the Executive Board caused by any reason other than the removal of a Board member by a vote of the Owners shall be filled by a vote of a majority of the remaining Board members at a special meeting of the Executive Board held for such purpose promptly after the occurrence of any such vacancy; even though the Board members present at such meeting may constitute less than a quorum. Each person so elected shall be a member of the Executive Board for the remainder of the term of the member being replaced. In the case of multiple vacancies, the member receiving the greatest number of votes shall be elected for the longest term.

Section 3.07 Organization Meeting

The first meeting of the Executive Board following each annual meeting of the Association shall be held within ten (10) days thereafter at such time and place as shall be fixed by the President (even if he is the outgoing President) at the meeting at which such Executive Board shall have been elected; and no further notice shall be necessary to the newly elected members of the Executive Board in order legally to constitute such meeting, provided that a majority of the Executive Board members shall have been present at such annual Association meeting.

Section 3.08 Regular Meetings

Regular meetings of the Executive Board may be held at such time and place as shall be determined from time to time by the Executive Board; but such meetings shall be held at least once every three months during each fiscal year. The Secretary or the President shall give written notice of regular meetings of the Executive Board to each member at least three business days prior to the day named for such meeting.

Section 3.09 Special Meetings

Special meetings of the Executive Board may be called by the President or by two Directors on at least three business days' notice to each member. The notice shall state the time, place, and purpose of the meeting.

Section 3.10 Waiver of Notice

Any member may at any time, in writing, waive notice of any meeting of the Executive Board and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member at any meeting of the Executive Board shall constitute a waiver of notice by him or her of the time, place, and purpose of such meeting.

Section 3.11 Quorum of the Executive Board

At all meetings of the Executive Board, the presence of a majority of the members shall constitute a quorum for the transaction of business. The votes of a majority of the members present at a meeting at which a quorum is present shall constitute the decision of the Executive Board. One or more members of the Executive Board may participate in and be counted for quorum purposes at any meeting by means of conference telephone or similar communication equipment, if all persons participating in the meeting can hear each other.

Section 3.12 Compensation

No member of the Executive Board shall receive any compensation from the Association for acting as such, but may be reimbursed for any reasonable expenses incurred in the performance of his duties.

Section 3.13 Conduct of Meetings

The President shall preside over all meetings of the Executive Board and the Secretary shall keep a minute book of the Executive Board meetings, recording all resolutions adopted by the Executive Board and all transactions and proceedings occurring at such meetings.

Section 3.14 Validity of Contracts with Interested Executive Board Members

No contract or other transaction between the Association and one or more of its Executive Board members, or between the Association and any corporation, firm or association in which one or more of the Executive Board members are directors or officers or are financially interested, shall be void or voidable because such Executive Board member or members are present at any meeting at which the Executive Board authorized or approved the contract or transaction, or because his or her or their votes are counted, if the circumstances specified in either of the following subparagraphs exist:

- (a) The fact that an Executive Board member is also such a director or officer or has such financial interest is disclosed or known to the Executive Board and is noted in the minutes, and the Executive Board authorizes, approves, or ratifies the contract or transaction in good faith by a vote sufficient for the purpose without counting the vote or votes of such Executive Board member or members; or

(b) The contract or transaction is made in good faith and is not unconscionable to the Association at the time it is authorized, approved, or ratified.

Section 3.15 Inclusion of Interested Executive Board Members in the Quorum

Any Executive Board member holding such director or officer position or having such financial interest in another corporation, firm or association may be counted in determining the presence of a quorum at a meeting of the Executive Board or a committee thereof which authorizes, approves, or ratifies a contract or transaction of the type described in Section 3.15.

Section 3.16 Limitation on Personal Liability

No member of the Executive Board shall be personally liable as such for monetary damages for any action taken, or any failure to take action, unless the member has breached or failed to perform the duties of office under Subchapter 57B (relating to standard of care and justifiable reliance) of the Pennsylvania Nonprofit Corporations Law; and the breach or failure to perform constitutes self-dealing, willful misconduct or recklessness.

Article IV. Officers

Section 4.01 Designation

The officers of the Association shall be the President, the Secretary and the Treasurer, all of whom shall be elected by the Executive Board. The President shall be member of the Executive Board. Any other officers may, but need not, be members of the Executive Board. An officer other than the President may hold more than one office.

Section 4.02 Election of Officers

The officers of the Association shall be elected annually by the Executive Board at the organization meeting of each new Board and shall hold office at the pleasure of the Executive Board.

Section 4.03 Removal of Officers

Upon the affirmative vote of a majority of all members of the Executive Board, any officer may be removed, either with or without cause, and a successor may be elected at any meeting of the Executive Board called for this purpose.

Section 4.04 President

The President shall be the chief executive officer of the Association, preside at all meetings of the Association and of the Executive Board and have all of the general powers and duties which are incident to the office of president of a corporation organized under the laws of Pennsylvania including, without limitation, the power to appoint committees from among the Owners from time to time as the President may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association. The President shall cease holding this office when he or she ceases to be a member of the Executive Board.

Section 4.05 Secretary

(a) The Secretary shall keep the minutes of all meetings of the Association and of the Executive Board, have charge of such books and papers as the Executive Board may direct, maintain a register setting forth the place to which all notices to Owners and holders of mortgages on any Lots shall be delivered and, in general, perform all the duties incident to the office of secretary of a corporation organized under the laws of Pennsylvania.

(b) The Secretary shall, upon request, provide or cause to be provided to any person entitled thereto a written statement or certification of the information required to be provided by the Association pursuant the Act. To the extent permitted by the Act, the Secretary may impose a reasonable charge for the preparation of any such statement or certification and the reproduction of such documents in order to cover the cost of the preparation and reproduction.

Section 4.06 Treasurer

The Treasurer shall have the responsibility for safekeeping Association funds and securities; keeping full and accurate financial records and books of account showing all receipts and disbursements; preparing all required financial data; depositing all monies in the name of the Executive Board, the Association or the Managing Agent, in such depositories as may from time to time be designated by the Executive Board; and performing other duties as determined by resolutions or orders of the Executive Board.

Section 4.07 Compensation of Officers

No officer who is also a member of the Executive Board shall receive any compensation from the Association for acting as an officer, but may be reimbursed for any out-of-pocket expenses incurred in performing duties; provided, however, the Secretary and Treasurer may be compensated for their services if the Executive Board determines the compensation to be appropriate.

Article V. Common Expenses and Budgets

Section 5.01 Fiscal Year

The fiscal year of the Association shall be the calendar year unless otherwise determined by the Executive Board; provided, however, that the first fiscal year shall begin upon the recordation of the Declaration and shall end at the end of the calendar year during which the Declaration was recorded.

Section 5.02 Accounts and Accounting

The Association shall keep financial records on a pure or modified cash basis, sufficiently detailed to enable the association to comply with Section 5407 (relating to resales of units) of the Act. The method of accounting may be changed by the Executive Board from time to time; provided, however, that a change in the method of accounting shall not take effect until the first day of the fiscal year that shall begin in the year following the current year of the change. All sums collected by the Association with respect to assessments against the Owners or from any other source may be commingled into a single fund. All financial and other records shall be made reasonably available for examination by any Owner and authorized agents. Within 180

days after the close of its fiscal year, the Association shall prepare annual financial statements consisting of at least a balance sheet and a statement of revenues and expenses for the Association. The cost of preparing the financial statements shall be a Common Expense. Each Owner shall be entitled to receive from the Association, within 30 days after submitting a written request to the Association, a copy of the annual financial statements and, if such financial statements are audited, reviewed or compiled by an independent certified public accountant or independent public accountant; a copy of the independent accountant's report on the financial statements. The Association may charge a fee not to exceed the cost of producing copies of records other than the financial statement.

Section 5.03 Preparation and Approval of Budgets

(a) On or before the 1st day of November of each year, the Executive Board shall adopt an annual budget for the Association containing an estimate of the total amount considered necessary to pay the cost of maintenance, management, operation, repair, and replacement of the Common Elements and those parts of the Lots which it is the responsibility of the Association to maintain, repair, and replace, and the cost of wages, materials, insurance premiums, services, supplies, and other expenses that may be declared to be Common Expenses by the Act, the Declaration, these Bylaws or a resolution of the Association and which will be required during the ensuing fiscal year for the administration, operation, maintenance, and repair of the Property and the rendering to the Owners of all related services. The budget shall also include such reasonable amounts as the Executive Board considers necessary to provide working capital, a general operating reserve, and reserves for contingencies and replacements. The budget shall segregate General Common Expenses and Limited Common Expenses.

(b) The Executive Board shall promptly make the budget available for inspection at the Association office and shall promptly deliver to each Owner a copy of the budget in a reasonably itemized form that sets forth the amount of the Common Expenses. Such budget shall constitute the basis for determining each Owner's assessments for General Common Expenses of the Association and shall automatically take effect at the beginning of the fiscal year for which it is adopted, subject to the Owners' power to reject as provided in Section 5303(b) of the Act.

(c) The Executive Board shall make reasonable efforts to meet the deadlines set forth above, but compliance with these deadlines shall not be a condition precedent to the effectiveness of any budget.

Section 5.04 Assessment and Payment of General Common Expenses

(a) The Executive Board shall calculate the monthly assessments for General Common Expenses against each Owner by multiplying (1) the total amount of the estimated funds required for the operation of the Property set forth in the budget adopted by the Executive Board for the fiscal year in question (after deducting any Limited Common Expenses and income expected to be received from sources other than General Common Expense assessments) by (2) the Total Number of Lots; and dividing the product by (3) the number of calendar months in the fiscal year. Such assessments shall be deemed to have been adopted and assessed on a monthly basis and not on an annual basis payable in monthly installments,

shall be due and payable on the first day of each calendar month, and shall be a lien against each Owner's Lot as provided in the Act and the Declaration.

(b) Within ninety (90) days after the end of each fiscal year, the Executive Board shall prepare and deliver to each Owner and to each record holder of a mortgage on a Lot who has registered an address with the Secretary an itemized accounting of the Common Expenses and funds received during such fiscal year less expenditures actually incurred and sums paid into reserves. Any net shortage with regard to General Common Expenses, after application of such reserves as the Executive Board may determine, shall be assessed *pro rata* against the Owners and shall be payable in one or more monthly assessments, as the Executive Board may determine.

(c) Surplus: Any amounts accumulated from assessments for General Common Expenses and income from the operation of the Common Elements to which such General Common Expenses pertain in excess of the amount required for actual General Common Expenses and reserves for future General Common Expenses, shall be credited to Lots as provided in Section 5313 of the Act, and shall be taken into account when establishing the budget for the succeeding fiscal year; but need not be refunded or applied (until exhausted) to subsequent successive monthly assessments.

Section 5.05 Limited Common Expenses

(a) The Board may assess any Common Expense benefiting fewer than all of the Lots to the Lots that are benefited by that Common Expense. This shall include, without limitation, any casualty insurance deductible paid by the Association arising out of or caused damaged to one or more but fewer than all Lots. Such assessment shall be deemed on account of a Limited Common Expense.

(b) If a Limited Common Expense is caused by the neglect, negligence, or misconduct of any Owner or Owners, the Board may assess that Limited Common Expense against that Owner or Owners. The Board may assess a reasonable special assessment, to be fixed in advance by the Board, against any Owner violating any provision of the Declaration, these Bylaws, and any Rules and Regulations.

(c) The Executive Board shall calculate and apportion the monthly assessments for Limited Common Expenses against each Lot obligated to pay that particular Limited Common Expense in that same manner as provided for the assessment of General Common Expenses. Such assessments shall be deemed to have been adopted and assessed on a monthly basis and not on an annual basis payable in monthly installments, shall be due and payable on the first day of each calendar month and shall be a lien against each affected Owner's Lot as provided in the Act and the Declaration.

(d) Within ninety (90) days after the end of each fiscal year, the Executive Board shall prepare and deliver to each Owner and to each record holder of a mortgage on a Lot who has registered an address with the Secretary an itemized accounting of Limited Common Expenses and funds received during such fiscal year less expenditures actually incurred and sums paid into reserves. Any net shortage with regard to Limited Common Expenses, after

application of such reserves as the Executive Board may determine, shall be assessed promptly against the Owners obligated to pay Limited Common Expenses in accordance with their allocable share of Limited Common Expenses and shall be payable in one or more monthly assessments, as the Executive Board may determine.

(e) Surplus: Any amounts accumulated from assessments for Limited Common Expenses and income from the operation of the Limited Elements to which such Limited Common Expenses pertain in excess of the amount required for actual Limited Common Expenses and reserves for future Limited Common Expenses, shall be credited to Lots as provided in Section 5313 of the Act, and shall be taken into account when establishing the budget for the succeeding fiscal year; but need not be refunded or applied (until exhausted) to subsequent successive monthly assessments.

Section 5.06 Reserves

The Executive Board shall build up and maintain reasonable reserves in segregated funds for (1) replacement of Common Elements, and (2) working capital for periodic maintenance and repair. Extraordinary expenditures not originally included in the annual budget which may become necessary during the year may be charged first against such reserves. The working capital fund shall at all times be equal to or greater than the equivalent of two months assessments for all Owners. If the reserves are deemed to be inadequate for any reason, including nonpayment of any Owner's assessments, the Executive Board may at any time impose further assessments for General Common Expenses or Limited Common Expenses as appropriate, which further assessments shall be payable in one or more monthly assessments as the Executive Board may determine.

Section 5.07 Initial Reserves

Each Owner who purchases a Lot directly from the Declarant (except for the Lot Developer), from the Lot Developer or from any other Owner shall pay, at the time of conveyance, a one time transfer assessment in the amount of \$175.00; which shall be in addition to, and not in lieu of, the regular Assessments for General Common Expenses, Limited Common Expenses and Recreational Facilities Expenses payable with respect to the year in which such conveyance takes place. This section shall not apply to any Eligible Mortgagee acquiring title to a Lot by foreclosure (or by deed in lieu of foreclosure); nor to any successor in bulk to all of Declarant's right, title and interest in and to any of the Lots or the Property. The general purpose of the contribution is to establish a reserve fund for the Association.

Section 5.08 Effect of Failure to Prepare or Adopt Budget

The failure or delay of the Executive Board to prepare or adopt a budget for any fiscal year shall not constitute a waiver or release in any manner of a Owner's obligation to pay the allocable share of the Common Expenses and in the absence of any annual budget or adjusted budget, each Owner shall continue to pay each monthly assessment at the rate established for the previous fiscal year plus ten (10%) percent until the new annual or adjusted budget is adopted.

Section 5.09 Payment of Common Expenses

Each Owner shall pay the Common Expenses assessed by the Executive Board pursuant to the provisions of these bylaws. No Owner may exempt himself from liability for his contribution toward Common Expenses by waiver of the use or enjoyment of any of the Common Elements or by abandonment of his Lot. No Owner shall be liable for the payment of any part of the Common Expenses assessed against his Lot subsequent to the date of recordation of a conveyance by him in fee of such Lot.

Section 5.10 Collection of Assessments

The Executive Board or the Managing Agent, at the request of the Executive Board, shall take prompt action to collect any assessments for Common Expenses due from any Owner which remains unpaid for more than thirty (30) days from the due date. Any assessment not paid within five (5) days after its due date shall accrue a late charge in the amount of five percent (5%) of the overdue assessment in addition to interest at the rate of fifteen percent (15%) per annum or such other rate as may be determined by the Executive Board. The Owner shall also be liable for costs and attorney fees incurred in collection of assessments or incurred in enforcement of the Association's statutory lien for assessments.

Section 5.11 Statement of Common Expenses

Upon written request signed or otherwise duly authorized by the Owner, the Executive Board shall promptly provide any Owner, contract purchaser, or proposed mortgagee with a written statement of all unpaid assessments for Common Expenses and Limited Common Expenses due from each Owner as required by the Act. To the extent permitted by the Act, the Executive Board may impose a reasonable charge to cover the cost of the preparation and reproduction.

Article VI. Compliance and Default

Section 6.01 Relief

Each Owner shall be governed by, and shall comply with all of the terms of the Act, the Declaration, these Bylaws and the Rules and Regulations. In addition to the remedies provided in the Act and the Declaration, a default by an Owner shall entitle the Association, acting through its Executive Board or through the Managing Agent, to the following relief:

- (a) **Additional Liability:** Each Owner shall be liable for the expense of all maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or the act, neglect or carelessness of his tenants, guests, invitees or licensees, but only to the extent that such expense is not covered by the proceeds of insurance carried by the Executive Board. Such liability shall include any increase in casualty insurance premiums occasioned by improper use, misuse, occupancy or abandonment of any Owner or its appurtenances. Nothing contained herein, however, shall be construed as modifying any waiver by any insurance company of its rights of subrogation.

(b) **Costs and Attorneys Fees:** In any proceedings arising out of any alleged default by an Owner, the Association, if the prevailing party, shall be entitled to recover the costs of the proceeding and reasonable attorneys fees as may be determined by the court.

(c) **No Waiver of Rights:** The failure of the Association, the Executive Board, or an Owner to enforce any right, provision, covenant or condition which may be granted by the Declaration, these Bylaws, the Rules and Regulations, or the Act shall not constitute a waiver of the right of the Association, the Executive Board, or the Owner to enforce such right, provision, covenant or condition in the future. All rights, remedies, and privileges granted to the Association, the Executive Board, or any Owner pursuant to any term, provision, covenant or condition of the Declaration, these Bylaws, the Rules and Regulations, or the Act shall be deemed to be cumulative, and the exercise of any one or more thereof shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other privileges as may be granted to such party by the Declaration, these Bylaws, the Rules and Regulations, or the Act, or at law or in equity.

(d) **Abating and Enjoining Violation by Owner:** The breach or violation of any of the Rules and Regulations, Bylaws, the Declaration, or the Act shall give the Executive Board the right, in addition to any other rights:

(i) to enter the Lot in which, or as to which, such violation or breach exists and summarily to abate and remove at the expense of the defaulting Owner, any structure, thing or condition constituting such breach or violation, and the Executive Board shall not thereby be deemed guilty in any manner of trespass; or

(ii) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach or violation.

Article VII. Notice of Violations and Imposition of Penalties

Section 7.01 Violations

The Executive Board may impose the penalties set forth below for any violation of the Declaration, Bylaws, or Rules and Regulations.

Section 7.02 Notice

Notice that an Owner is in violation of the Declaration, Bylaws, or Rules and Regulations shall be given in writing by the Executive Board or Managing Agent to the Owner and, if there is a Lessee, to the Lessee. A Lot shall be held to be in violation of the Declaration, Bylaws, or Rules and Regulations if such is violated by that Lot's Owner, Lessee, or Lot Owner's or Lessee's agents, employees, servants, licensees, or visitors. Such warning shall give that Owner ten (10) days to bring the Lot into compliance and to pay any costs required by the Bylaws or Rules and Regulations and as set forth in the Notice. The Notice shall clearly specify the violation complained of. Posting on the door of any improvement on the Lot and, if the Lot is leased, delivery by certified mail to the Owner shall be adequate service of the notice.

Section 7.03 Correction Timetable

If the Owner believes the violation cannot, in the exercise of due diligence, be corrected within the time allotted, the Owner may immediately submit to the Executive Board a written plan of correction and proposed timetable. If the Executive Board approves the plan, no penalty shall attach if Owner complies with the plan.

Section 7.04 Notice of Penalty

If the violation is not corrected within the time stated in the notice or in accordance with Owner's written and approved plan of correction, the Executive Board or Managing Agent may impose and assess penalties as provided herein. Notice of penalties shall be given in writing in the same manner as the initial notice of violation.

Section 7.05 Hearing

If, within ten (10) days of delivery of notice of a penalty assessment, the Owner submits a written request for a hearing, the Executive Board or Managing Agent shall schedule a hearing before a Hearing Committee not later than thirty (30) days thereafter. At the hearing, the Managing Agent, Executive Board or any other Owner or Lessee must present evidence. The Owner and every Lessee of the Lot which is in violation shall have the opportunity to present evidence. At the conclusion of the hearing, the Hearing Committee, by majority vote, may find the Owner guilty of violating the specific paragraph(s) set forth in the Notice and impose any of the appropriate penalties set forth below, or may find the Owner not guilty of the violation.

Section 7.06 Hearing Committee

Any hearing convened pursuant to this Article shall be held before a Hearing Committee comprised of three persons, each of whom is an Owner or principal of an Owner. No committee member shall be a member of the Executive Board. The Executive Board shall appoint one member, the Owner requesting the hearing shall appoint a second member, and the two members so appointed shall select the third Hearing Committee member. If the Association has by the Rules and Regulations (or otherwise) constituted a standing Internal Dispute Resolution Committee (or similar body), such other body shall be substituted as the Hearing Committee described in this section.

Section 7.07 Penalties

For the purposes of this paragraph only, "violation" shall mean a violation found by the Executive Board or Managing Agent or, after hearing, by a Hearing Committee.

The following schedule of fines shall apply with the amount stated being the maximum fine that may be imposed. Each successive day a violation continues (and is subject to a penalty assessment) shall, for purposes of this clause, constitute a new violation.

- | | |
|-------------------------------------|----------|
| (a) First and second violations | \$100.00 |
| (b) Third through fifth violations | \$300.00 |
| (c) Sixth and subsequent violations | \$500.00 |

Section 7.08 Alternative Remedies

The provisions of this Article are not exclusive. The Executive Board may by Rules and Regulations provide for other or alternative means for abatement of violations or nuisances and for recoupment of costs related thereto. In the event the Executive Board or Managing Agent determines to take enforcement proceedings or other action cognizable under this Article, the Board or Managing Agent may elect instead to act under provisions set forth in the Rules and Regulations. And provided further, that notwithstanding any provisions of these Bylaws or the Rules and Regulations, the Association shall always have the right to any course of action or remedy available in law or equity, without the necessity of first initiating or exhausting remedies in these Bylaws or in the Rules and Regulations.

Article VIII. Dispute Resolution

In the event of a dispute relating to Association matters under the Act between (i) two or more Unit Owners; or (ii) a Unit Owner and the Association, a party to the dispute may request of the other party or parties that the dispute be resolved by alternative dispute resolution (“ADR”), either mediation or arbitration. ADR shall be limited to disputes where all parties agree to alternative dispute resolution. If the parties agree to ADR, the process shall be through the Lancaster Bar Association (of Lancaster, PA) Alternative Dispute Resolution Program. Costs and fees associated with the ADR, excluding attorney fees, shall be assessed equally against all parties to a dispute. Nothing in this Article shall be construed to affect or impair the right of a Unit Owner, Declarant or Association to pursue a private cause of action or seek other relief.

Article IX. Amendments

Section 9.01 Amendment to Bylaws

These Bylaws may be modified or amended only by affirmative vote of Owners entitled to cast a majority of the votes in the Association, except as otherwise expressly set forth herein or in the Act. However, until the date on which all Declarant appointed Board members voluntarily resign or are required to resign pursuant to the Declaration and these Bylaws; these Bylaws may not be amended without the consent in writing of Declarant.

Additionally, if any amendment is necessary in the judgment of the Executive Board to cure any ambiguity or to correct or supplement any provision of these Bylaws that is defective, missing, or inconsistent with any other provision hereof, or with the Act or the Declaration, or if such amendment is necessary to conform to the requirements of the Federal National Mortgage Association or similar organization, then at any time the Executive Board may effect an appropriate corrective amendment without the approval of the Owners or the holders of any liens on all or any part of the Property, upon receipt by the Executive Board of an opinion from independent legal counsel to the effect that the proposed amendment is permitted by the terms of this sentence.

Section 9.02 Approval of Mortgagees

No material amendment or modification of these Bylaws impairing or affecting the rights,

priorities, remedies or interests of a mortgage holder shall be adopted without the prior written consent of the requisite percentage of Eligible Mortgagees as set forth in the Declaration.

Section 9.03 Amendments to the Declaration

Any two officers or Executive Board members of the Association may prepare, execute, certify, and record amendments to the Declaration on behalf of the Association.

Article X. Miscellaneous

Section 10.01 Notices

All notices, demands, bills, statements or other communications under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by registered or certified mail,

(a) if to an Owner, at the single address which the Owner shall designate in writing and file with the Secretary or, if no such address is designated, at the address of the Lot of such Owner, or

(b) if to the Association, the Executive Board or the Managing Agent at the principal office of the Managing Agent or at such address as shall be designated by notice in writing to the Owners pursuant to this Section. If a Lot is owned by more than one person, each such person who so designates a single address in writing to the Secretary shall be entitled to receive all notices hereunder.

Section 10.02 Captions

The captions herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of these Bylaws or the intent of any provision thereof.

Section 10.03 Gender

The use of the masculine gender in these Bylaws shall be deemed to include the feminine and neuter genders and the use of the singular shall be deemed to include the plural, and vice versa, whenever the context so requires.

Dated: _____, Secretary

EXHIBIT “D”
Wabash Landing Rules and Regulations

RULES AND REGULATIONS

OF

Wabash Landing a Planned Community

A. INTRODUCTION

1. Wabash Landing Homeowners Association ("Association"), acting through its Executive Board ("Executive Board" or "Board"), has adopted the following Rules and Regulations ("Regulations") for the development known as Wabash Landing ("Community"), a planned residential community. These Regulations may be amended from time to time by resolution of the Association or of the Executive Board.

2. Wherever in these Regulations reference is made to "Owner(s)," such term shall apply to the record owner(s) of any Lot, to his family, tenants (whether or not in residence), servants, employees, contractors, agents, visitors and to any guests, invitees or licensees of such Owner, his family or tenant of such Owner. Wherever in these Regulations reference is made to the Association, such reference shall include the Association and the Managing Agent, if any, when the Managing Agent, if any, is acting on behalf of the Association. Capitalized terms not defined in these Regulations have the meaning provided in the Act, the Declaration or the Bylaws.

3. The Owners shall comply with all the Regulations hereinafter set forth governing the individual Dwellings, driveways, any other appurtenances, as well as all Common Areas.

4. The Association reserves the right to alter, amend, modify, repeal or revoke these Regulations and any consent or approval given hereunder at any time by resolution of the Association or the Executive Board.

5. Some Regulations are taken in whole or in part from applicable provisions in the Declaration or the Act (Uniform Planned Community Act, 68 Pa.C.S.A. §5101 *et seq.*, as amended). In the event of any conflict or ambiguity, the applicable provisions of the Declaration or the Act shall govern.

6. It is imperative that each Member of this Community be aware and respectful of the rights of his or her neighbors and his or her own obligations. These Regulations are not designed to constrict lifestyles in any unreasonable manner, but rather are designed to ensure a clean, quiet, safe, and valuable environment for all.

7. The Executive Board is empowered by the Act, the Declaration, the Bylaws, and these Regulations to take such legal and/or administrative action as may be necessary to ensure that all those subject to these Regulations adhere to the provisions of these Regulations. Because violations either may be unintentional, the result of a misunderstanding, or easily remedied by informal means, an internal administrative enforcement mechanism has been established in

Section G of these Regulations. The Regulations will be enforced, without discrimination, for the benefit of all members of our Community.

8. These restrictions, conditions and covenants are in addition to the zoning requirements of the East Cocalico Township as presently enacted or hereafter enacted.

9. These Rules and Regulations are subject to the provisions of the Architectural Features & Construction Specification Manual prepared by Pioneer Management, LLC for this Community, as the same may be modified from time to time ("Manual").

B. RESTRICTIONS ON USE

1. All restrictions and covenants set forth in the Declaration (as amended from time to time) are incorporated and restated in these Regulations; and the express provisions of these Regulations are in addition to the covenants and restrictions appearing in the Declaration.

2. Each Owner shall keep his or her Lot in a good state of preservation, repair and cleanliness.

3. No noxious or offensive activity shall be carried on any Lot or within any Dwelling or on the Common Elements, nor shall anything be done therein which may be or become an annoyance or nuisance to the other Owners or occupants. No Owner shall make or permit any disturbing noises on any Lot or within any Dwelling or do or permit anything which will interfere with the rights, comforts or convenience of other Owners. All Owners shall keep the volume of any radio, television or musical instrument in their Dwelling sufficiently reduced at all times so as not to disturb other Owners or occupants.

4. No industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, designed for profit, altruism, exploitation or otherwise, shall be conducted, maintained or permitted on any part of the Community, nor shall any window displays or advertising be maintained or permitted on any part of the Community or in any Unit, unless the requirements of Township Zoning Ordinance then in effect are satisfied.

5. No Lot or Dwelling shall be used for any unlawful purpose and no Owner shall do or permit any unlawful act in or upon his Unit.

C. PET RULES

1. No nondomestic animal life may be raised, bred or kept (nor may any animal be kept for any commercial purposes) on any Lot, in any Dwelling or in the Common Elements.

2. A reasonable number of domestic household pets may be maintained in a Dwelling so long as the pet(s) is not a nuisance. Actions which will constitute a nuisance include, but are not limited to, abnormal or unreasonable noise, crying, scratching or unhygienic offensiveness.

3. The Lot Owner together with the Pet owner(s) jointly and severally shall be fully responsible for personal injuries and/or property damage caused by pets maintained in a Dwelling.

4. Four-legged pets must be kept on a leash and accompanied by an adult when beyond their Lot area.

5. Any pet owner of a permitted pet shall be obligated to exercise proper care and custody over the pet to ensure the health and welfare of the other residents in the Community.

6. Anyone walking or exercising pets upon the Common Elements must promptly clean up their pet's droppings in all areas.

D. PARKING AND STORAGE

1. All parking shall be in Lot garages, driveways or other designated parking spaces.

2. All Owners shall observe and abide by all parking and traffic regulations as posted by the Association or by municipal authorities. Vehicles parked in violation of any such regulations may be towed away at the Owner's sole risk and expense.

3. Parking so as to block sidewalks or driveways shall not be permitted. If any vehicle owned or operated by a Owner, any member of his family, tenants, guests, invitees or licensees shall be illegally parked or abandoned in the Community, the Association shall be held harmless by such Owner for any and all damages or losses that may ensue, and any and all rights in connection therewith that the owner or driver may have under the provisions of state or local laws and ordinances are hereby expressly waived. The Owner shall indemnify the Owners Association against any liability which may be imposed on the Association as a result of such illegal parking or abandonment and any consequences thereof.

4. No vehicle that is used for commercial purposes and that exceeds nineteen (19) feet in length may remain parked on the Lot, or on the streets abutting the Property, except that such vehicles may make occasional deliveries and service calls for residential purposes.

E. CONSTRUCTION ACTIVITY ON LOTS AND WITHIN DWELLINGS

1. No structure shall be erected or used on any Lot for any purpose other than as shown on the Plan. However, one outdoor storage shed of a material and design approved by the Association may be erected on the Lot.

2. Children's outdoor playhouses and swinging or climbing apparatus or equipment, as well as dog houses are permitted in the rear yards of a Dwelling.

3. No alterations externally visible from outside the Dwelling shall be made to the Dwelling without specific prior written approval by the Executive Board, which may be given subject to reasonable conditions.

4. Laundry poles may not be erected on any Lot.

5. All fencing must be approved in advance by the Executive Board, and are subject to the Fence Standards in the Manual. Metal and wire fences are not permitted. Property line fences may be of hedge, bush, or picket (paling) provided that the height does not exceed forty-two (42) inches, however the posts may extend another six (6) inches to forty-eight (48) inches. Property line fences may not be solid, and may not restrict more than fifty percent (50%) of the view of the property from the street. Interior privacy fences may be up to six (6) feet high, must be adjacent to and not extend beyond the rear of the Dwelling and may not enclose more than thirty percent (30%) of the rear yard. Swimming pools may be enclosed as required by law, but such enclosure shall not extend beyond twenty (20) feet from the edge of the pool in any direction. In not event may the enclosure be within ten (10) feet of the property line. Above ground pools are not permitted. All fencing must be of PVC and white in color.

F. GENERAL

1. The planting of plants, flowers, trees, shrubbery and crops of any type is prohibited anywhere on the Common Elements without the prior written consent of the Executive Board. No fences may be erected around or on the Common Elements.

2. No baby carriages, velocipedes, bicycles, playpens, wagons, toys, benches, chairs or other articles of personal property shall be left unattended on the Common Elements.

3. Satellite dishes and or antennas. Any satellite dish, antenna or other facilities must be of the smallest size reasonably commercially obtainable that will provide radio or television reception. The satellite dish, antenna or other facilities may not be located in front of the plane created by the front of the Dwelling without prior approval by the Executive Board. The satellite dish, antenna or other facilities shall not be visible from the street in front of the Dwelling without prior approval by the Executive Board. Without limiting the preceding requirements, the location of such installations must be as unobtrusive as possible, provided reception is of adequate quality in such location. No satellite dish, antenna or other facilities shall be installed on or over the Common Elements, the Limited Common Elements that are not within the exclusive use or control of the Owner.

4. Solar. No solar energy collector panels or attendant hardware, windmills, wind generators or other apparatus for generating power from the wind or other energy conservation equipment shall be constructed or installed on any Lot or and Dwelling on any Lot without prior written approval of Declarant or the Association.

5. No travel trailer, camper or motorized recreational vehicle, including motorcycles, snowmobiles or boats shall be allowed to remain on the Lot unless such vehicles are kept in the

garage. In no event shall such vehicle remain on the Lot outside of the garage for a period of more than twenty-four (24) hours during any thirty (30) day period.

6. Door to door solicitation shall not be permitted on the Property.

7. Declarant construction signs with affiliated information of the Declarant, and advertising signs either for sale or for rent posted by any Realtor on the Common Elements of the premises are permitted. At the completion of construction of all units, the Declarant sign with affiliated information shall be removed.

8. The Association reserves the right to make such other rules and regulations from time to time as may be deemed necessary for the safety, care and cleanliness of the buildings, garages, recreational pathways, and property and for securing the comfort and convenience of all occupants thereof.

G. THE INTERNAL DISPUTE RESOLUTION COMMITTEE

1. The Executive Board shall appoint five (5) Owners to serve two (2) year terms as members of the Association "Internal Dispute Resolution Committee" ("Committee"). Three members shall constitute a quorum and two votes shall be required for any Committee decision. The Committee shall elect its own Chairman. No member of the Committee may serve on the Executive Board.

2. The "Internal Dispute Resolution Committee" shall be empowered to receive, investigate, attempt to resolve, hold hearings on, and recommend sanctions arising out of complaints from Owners, lessees, mortgagees, or other aggrieved parties concerning alleged violations of the provisions of the Declaration, the Bylaws and/or these Regulations.

3. Upon receipt of a written and signed Complaint Form (to be provided by the management), the Chairman of the Committee shall present the same to the management who shall then attempt to resolve informally the dispute in a fair and equitable manner.

4. If the management has not resolved the dispute to the complainant's satisfaction within seven (7) days, the Committee shall then give the alleged violator at least ten (10) days notice of a hearing to be held to hear the charges of the complainant. Notice of the hearing date and time and the parties involved shall be publicly posted on the Property and mailed to the record address of any nonresident Owner. The hearing shall be held no more than thirty (30) days after the formal complaint has been filed with the Committee.

5. The public hearing shall be conducted as an informal, quasi-judicial proceeding. All parties shall have the right to be represented by counsel, to call witnesses, to introduce documentary or other evidence, and to confront and cross-examine witnesses. Formal rules of evidence shall not be used. Each party shall have the right to have the proceeding transcribed by a court reporter, but the costs shall be borne by the party requesting the transcription and shall be paid in advance.

6. In order to ensure an unbiased tribunal, no member of the Committee may sit and hear a case in which he/she has a personal relationship with either party to the proceeding or in which he/she is intimately involved in any other respect. If any member of the Committee shall excuse him/herself, or be otherwise unavailable, the Executive Board shall appoint another disinterested Owner to temporarily sit in his/her stead.

7. After a full hearing on the dispute, the Committee shall make a written report to the Board and shall recommend sanctions if a violation has been found. The Committee shall make recommendations in accordance with the following schedule depending upon the seriousness and frequency of the violation(s):

- | | |
|------------------------------------|----------|
| a. First and second violations | \$100.00 |
| b. Third through fifth violations | \$300.00 |
| c. Sixth and subsequent violations | \$500.00 |

8. Within ten (10) days after receipt of the Committee Report, the Board shall ratify the Committee decision and recommendation, unless the Board finds that the decision is unsupported by the evidence and/or constitutes a manifest abuse of discretion.

9. In the event the Executive Board does not ratify the Committee's recommendations, the Board may hold a second full hearing on the matter. In that event, the Board may also levy a fine higher than that provided in the schedule above, and may also, in a proper case, require a repeat offender to deposit with the Association a special security deposit of up to \$1,000.00 to protect the Association and its members against future violations.

10. Decisions of the Executive Board in these disputes shall be final.

11. An aggrieved Owner, lessee, mortgagee, or occupant must first exhaust his/her internal remedies with the Committee and the Executive Board before he/she may seek redress in a court of law.

H. ARCHITECTURAL REVIEW COMMITTEE

1. If the Board constitutes an architectural review committee (in the Manual, referred to as the Design Review Board), its function shall be as provided in the Declaration.

2. The Board shall have the power from time to time to restate, amend or otherwise modify the functions of an architectural review committee by amendment to these Regulations; and any such action shall not require an amendment to the Declaration.

EXHIBIT “E”
Wabash Landing Budget

These figures are estimates only. Actual Expenses may vary significantly based on many factors, such as inflation, material or services shortages, or improvements to common elements.

Wabash Landing, a Planned Community

2019 Budget Projections

\$375.00 Annual Assessment

INCOME*	TOTALS
Yearly Assessment	\$9,000.00
Initiation Assessment	\$6,000.00
TOTAL INCOME	\$15,000.00

EXPENSES	TOTALS
Insurance	\$2,500.00
Service	\$266.00
Landscaping	\$2,288.00
Snow Removal	\$1,500.00
Electric	\$3,000
Bathroom**	\$0
Management Costs	\$3,960.00
Legal & Accounting Fees	\$350.00
General Expenses	\$200.00
Capital Reserves***	\$936.00
TOTAL EXP.	\$15,000.00

NET INCOME	\$0.00
-------------------	---------------

*Income based on 24 homes

* Based on 24 homes paying \$250.00 initiation assessment

**Sewer, water, supplies, electric and maintenance

*** Capital reserve contribution of \$3.25 per month per unit

Wabash Landing, a Planned Community

\$375.00.00 Annual Assessmen

INCOME*	TOTALS
Base Fee*	\$73,500.00
TOTAL INCOME	\$73,500.00
EXPENSES	TOTALS
Insurance	\$2,500.00
Service	\$1,950
Landscaping	\$30,000.00
Snow Removal	\$4,000.00
Electric	\$3,000
Bathroom**	\$6,214
Management Costs	\$15,192.00
Legal & Accounting Fees	\$2,000.00
General Expenses	\$1,000.00
Capital Reserves***	\$7,644.00
TOTAL EXP.	\$73,500.00
NET INCOME	\$0.00

*Income based on 196 homes

**Sewer, water, supplies, electric and maintenance

*** Capital reserve contribution of \$3.25 per month per unit

Capital Reserves

Wabash Landing

Based on 196 units

	Age / Life	Estimated remaining Life	Estimated Replacement Cost	Per Year Contributions
ResurfacingpPrivate streets and alleys	30 Years	30 Years	\$86,000.00	\$2,866.66
Entrance sign	20 Years	20 Years	\$15,000.00	\$750.00
Bathroom	30 Years	30 Years	\$40,000.00	\$1,333.00
Common sidewalk	40 Years	40 Years	\$20,000.00	\$500.00
2 Bus stops	20 Years	20 Years	16,000.00	\$800.00
2 mailbox cover	20 years	20 years	\$8,000.00	\$400.00
Basin repair	20 years	20 years	\$20,000.00	\$1,000.00

Total Estimated Contributions Per Year is \$7,649.66

Total Estimated Replacement cost is \$205,000.00

***Per month \$637.47**

****per person per month \$3.25**

EXHIBIT “F”
Wabash Landing Agreement of Sale

STANDARD AGREEMENT FOR THE SALE OF REAL ESTATE**ASR**

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

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): <input type="checkbox"/> Buyer Agent (Broker represents Buyer only) <input type="checkbox"/> 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): <input type="checkbox"/> Buyer Agent (all company licensees represent Buyer) <input type="checkbox"/> Buyer Agent with Designated Agency (only Licensee(s) named above represent Buyer) <input type="checkbox"/> 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): <input type="checkbox"/> Seller Agent (Broker represents Seller only) <input type="checkbox"/> 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): <input type="checkbox"/> Seller Agent (all company licensees represent Seller) <input type="checkbox"/> Seller Agent with Designated Agency (only Licensee(s) named above represent Seller) <input type="checkbox"/> 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, the identified Property.

2. **PURCHASE PRICE AND DEPOSITS (4-14)**

(A) Purchase Price \$ _____ (_____ U.S. Dollars), to be paid by Buyer 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: \$ _____
3. _____ \$ _____

Remaining balance will be paid at settlement.

(B) **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.**

(C) Deposits, regardless of the form of payment, 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) (1-10)**

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 (4-14)**

(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; rents; interest on mortgage assumptions; condominium fees and homeowner association fees; water and/or sewer fees, together with any other lienable municipal service fees. All charges will be prorated 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) Conveyance from Seller will be by fee simple deed of special warranty unless otherwise stated here: _____

(F) Payment of transfer taxes will be divided equally between Buyer and Seller unless otherwise stated here: _____

(G) 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, unless Seller, before signing this Agreement, has identified in writing that the Property is subject to a lease.

(H) If Seller has identified in writing that the Property is subject to a lease, possession is to be delivered by deed, existing keys and assignment of existing leases for the Property, together with security deposits and interest, if any, at day and time of settlement. Seller will not enter into any new leases, nor extend existing leases, for the Property without the written consent of Buyer. Buyer will acknowledge existing lease(s) by initialing the lease(s) at the execution of this Agreement, unless otherwise stated in this Agreement.

☐ **Tenant-Occupied Property Addendum (PAR Form TOP) is attached and made part of this Agreement.**

5. **DATES/TIME IS OF THE ESSENCE (1-10)**

(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 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.

64 **6. ZONING (4-14)**

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

68 **Zoning Classification, as set forth in the local zoning ordinance:** _____

69 **7. FIXTURES AND PERSONAL PROPERTY (9-16)**

70 (A) INCLUDED in this sale, unless otherwise stated, are all existing items permanently installed in or on the Property, free of liens,
71 and other items including plumbing; heating; gas fireplace logs; radiator covers; lighting fixtures (including chandeliers and ceil-
72 ing fans); pools, spas and hot tubs (including covers and cleaning equipment); electric animal fencing systems (excluding collars);
73 garage door openers and transmitters; television antennas; mounting brackets and hardware for television and sound equipment;
74 unpotted shrubbery, plantings and trees; smoke detectors and carbon monoxide detectors; sump pumps; storage sheds; fences;
75 mailboxes; wall to wall carpeting; existing window screens, storm windows and screen/storm doors; window covering hardware
76 (including rods and brackets), shades and blinds; awnings; central vacuum system (with attachments); built-in air conditioners;
77 built-in appliances; the range/oven; dishwashers; trash compactors; any remaining heating and cooking fuels stored on the
78 Property at the time of settlement; and, if owned, water treatment systems, propane tanks, satellite dishes and security systems.
79 Unless stated otherwise, the following items are included in the sale, but not in the Purchase Price: _____
80 _____
81 _____

82 (B) The following items are LEASED (not owned by Seller). Contact the provider/vendor for more information (e.g., water treatment
83 systems, propane tanks, satellite dishes and security systems): _____

84 (C) EXCLUDED fixtures and items: _____
85 _____

86 **8. MORTGAGE CONTINGENCY (9-16)**

87 ☐ WAIVED. This sale is NOT contingent on mortgage financing, although Buyer may obtain mortgage financing and/or the parties
88 may include an appraisal contingency.

89 ☐ ELECTED.

90 (A) This sale is contingent upon Buyer obtaining mortgage financing according to the following terms:

First Mortgage on the Property	Second Mortgage on the Property
Loan Amount \$ _____	Loan Amount \$ _____
Minimum Term _____ years	Minimum Term _____ years
Type of mortgage _____	Type of mortgage _____
For conventional loans, the Loan-To-Value (LTV) ratio is not to exceed _____ %	For conventional loans, the Loan-To-Value (LTV) ratio is not to exceed _____ %
Mortgage lender _____	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 _____ %.	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.	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.

106 (B) Upon receiving documentation demonstrating lender's approval, whether conditional or outright, of Buyer's mortgage applica-
107 tion(s) according to the terms set forth above, Buyer will promptly deliver a copy of the documentation to Seller, but in any case
108 no later than _____.

109 1. If Seller does not receive a copy of the documentation demonstrating lender's conditional or outright approval of Buyer's mort-
110 gage application(s) by the date indicated above, Seller may terminate this Agreement by written notice to Buyer. Seller's right
111 to terminate continues until Buyer delivers documentation demonstrating lender's conditional or outright approval of Buyer's
112 mortgage application(s) to Seller. Until Seller terminates this Agreement pursuant to this Paragraph, Buyer must continue to
113 make a good faith effort to obtain mortgage financing.

114 2. Seller may terminate this Agreement by written notice to Buyer after the date indicated above if the documentation demon-
115 strating lender's conditional or outright approval of Buyer's mortgage application(s):

116 a. Does not satisfy the terms of Paragraph 8(A), OR

117 b. Contains any condition not specified in this Agreement (e.g., Buyer must settle on another property, an appraisal must be
118 received by the lender, or the approval is not valid through the Settlement Date) that is not satisfied and/or removed in writ-
119 ing by the mortgage lender(s) within 7 DAYS after the date indicated in Paragraph 8(B), or any extension thereof, other
120 than those conditions that are customarily satisfied at or near settlement (e.g., obtaining insurance, confirming employ-
121 ment).

122 3. If this Agreement is terminated pursuant to Paragraphs 8(B)(1) or (2), or the mortgage loan(s) is not obtained for settlement,
123 all deposit monies will be returned to Buyer according to the terms of Paragraph 26 and this Agreement will be VOID. Buyer
124 will be responsible for any costs incurred by Buyer for any inspections or certifications obtained according to the terms of this
125 Agreement, and any costs incurred by Buyer for: (1) Title search, title insurance and/or mechanics' lien insurance, or any fee
126 for cancellation; (2) Flood insurance, fire insurance, hazard insurance, mine subsidence insurance, or any fee for cancellation;
127 (3) Appraisal fees and charges paid in advance to mortgage lender(s).

128 **Buyer Initials:** _____

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Seller Initials: _____

- (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 required 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 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) 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. Broker for Seller, if any, is permitted to contact the mortgage lender(s) at any time to determine the status of the mortgage loan application.
- (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, or 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.
1. If Seller makes the required repairs to the satisfaction of the mortgage lender and/or insurer, Buyer accepts the Property and agrees to the RELEASE in Paragraph 28 of this Agreement.
 2. If Seller will not make the required repairs, **or if Seller fails to respond within the stated time**, Buyer will, within 5 DAYS, notify Seller of Buyer's choice to:
 - a. Make the repairs/improvements at Buyer's expense, with permission and access to the Property given by Seller, which will not be unreasonably withheld, OR
 - b. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 26 of this Agreement.
- If Buyer fails to respond** within the time stated in Paragraph 8(G)(2) or fails to terminate this Agreement by written notice to Seller within that time, **Buyer will accept the Property**, make the required repairs/improvements at Buyer's expense and agree to the RELEASE in Paragraph 28 of this Agreement.

FHA/VA, IF APPLICABLE

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

9. CHANGE IN BUYER'S FINANCIAL STATUS (4-14)

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) to whom the Buyer submitted a mortgage application, if any, in writing. A change in financial status includes, but is not limited to, loss or 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 against Buyer. **Buyer understands that applying for and/or incurring an additional financial obligation may affect Buyer's ability to purchase.**

Buyer Initials: _____

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Seller Initials: _____

192 **10. SELLER REPRESENTATIONS (4-14)**

193 **(A) Status of Water**

194 Seller represents that the Property is served by:

195 ☐ Public Water ☐ Community Water ☐ On-site Water ☐ None ☐ _____

196 **(B) Status of Sewer**

197 1. Seller represents that the Property is served by:

198 ☐ Public Sewer ☐ Community Sewage Disposal System ☐ Ten-Acre Permit Exemption (see Sewage Notice 2)
199 ☐ Individual On-lot Sewage Disposal System (see Sewage Notice 1) ☐ Holding Tank (see Sewage Notice 3)
200 ☐ Individual On-lot Sewage Disposal System in Proximity to Well (see Sewage Notice 1; see Sewage Notice 4, if applicable)
201 ☐ None (see Sewage Notice 1) ☐ None Available/Permit Limitations in Effect (see Sewage Notice 5)
202 ☐ _____

203 **2. Notices Pursuant to the Pennsylvania Sewage Facilities Act**

204 **Notice 1: There is no currently existing community sewage system available for the subject property.** Section 7 of the
205 Pennsylvania Sewage Facilities Act provides that no person shall install, construct, request bid proposals for construction, alter,
206 repair or occupy any building or structure for which an individual sewage system is to be installed, without first obtaining a
207 permit. Buyer is advised by this notice that, before signing this Agreement, Buyer should contact the local agency charged with
208 administering the Act to determine the procedure and requirements for obtaining a permit for an individual sewage system. The
209 local agency charged with administering the Act will be the municipality where the Property is located or that municipality
210 working cooperatively with others.

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

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

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

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

230 **(C) Historic Preservation**

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

232

233 **(D) Land Use Restrictions**

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

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

241 **2. Notices Regarding Land Use Restrictions**

242 a. **Pennsylvania Right-To-Farm Act:** The property you are buying maybe located in an area where agricultural operations
243 take place. Pennsylvania protects agricultural resources for the production of food and agricultural products. The law limits
244 circumstances where normal agricultural operations may be subject to nuisance lawsuits or restrictive ordinances.

245 b. **Clean and Green Program:** Properties enrolled in the Clean and Green Program receive preferential property tax assess-
246 ment. Buyer and Seller have been advised of the need to contact the County Tax Assessment Office before the execution
247 of this Agreement to determine the property tax implications that will or may result from the sale of the Property, or that
248 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.

249 c. **Open Space Act:** This Act enables counties to enter into covenants with owners of land designated as farm, forest, water
250 supply, or open space land on an adopted municipal, county or regional plan for the purpose of preserving the land as open
251 space. A covenant between the owner and county is binding upon any Buyer of the Property during the period of time that
252 the covenant is in effect (5 or 10 years). Covenants automatically renew at the end of the covenant period unless specific
253 termination notice procedures are followed. Buyer has been advised of the need to determine the restrictions that will apply
254 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
255 Property, or any portion of it. Buyer is further advised to determine the term of any covenant now in effect.

256 **Buyer Initials:** _____

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Seller Initials: _____

- 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.

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

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.

(F) **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: _____

(G) **Highway Occupancy Permit**

Access to a public road may require issuance of a highway occupancy permit from the Department of Transportation.

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 28 of this agreement.**

12. BUYER'S DUE DILIGENCE/INSPECTIONS (9-16)

(A) **Rights and Responsibilities**

1. 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.
2. Buyer may make two pre-settlement walk-through inspections of the Property. Buyer's right to these inspections is not waived by any other provision of this Agreement.
3. **Seller will have heating and all utilities (including fuel(s)) on for all inspections/appraisals.**
4. All inspectors, including home inspectors, are authorized by Buyer to provide a copy of any inspection Report to Broker for Buyer.
5. Seller has the right, upon request, to receive a free copy of any inspection Report from the party for whom it was prepared. Unless otherwise stated, Seller does not have the right to receive a copy of any lender's appraisal report.

(B) Buyer waives or elects at Buyer's expense to have the following inspections, certifications, and investigations (referred to as "Inspection" or "Inspections") performed by professional contractors, home inspectors, engineers, architects and other properly licensed or otherwise qualified professionals. All inspections shall be non-invasive, unless otherwise agreed in writing. If the same inspector is inspecting more than one system, the inspector must comply with the Home Inspection Law. (See Paragraph 12(D) for Notices Regarding Property and Environmental Inspections)

(C) For elected Inspection(s), Buyer will, within the Contingency Period stated in Paragraph 13(A), complete Inspections, obtain any Inspection Reports or results (referred to as "Report" or "Reports"), and accept the Property, terminate this Agreement, or submit a written corrective proposal to Seller, according to the terms of Paragraph 13(B).

Home/Property Inspections and Environmental Hazards (mold, etc.)

Elected	Buyer may conduct an inspection of the Property's structural components; roof; exterior windows and exterior doors; exterior building material, fascia, gutters and downspouts; swimming pools, hot tubs and spas; appliances; electrical systems; interior and exterior plumbing; public sewer systems; heating and cooling systems; water penetration; electromagnetic fields; wetlands and flood plain delineation; structure square footage; mold and other environmental hazards (e.g., fungi, indoor air quality, asbestos, underground storage tanks, etc.); and any other items Buyer may select. If Buyer elects to have a home inspection of the Property, as defined in the Home Inspection Law, the home inspection must be performed by a full member in good standing of a national home inspection association, or a person supervised by a full member of a national home inspection association, in accordance with the ethical standards and code of conduct or practice of that association, or by a properly licensed or registered engineer or architect. (See Notices Regarding Property & Environmental Inspections)	Waived
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Wood Infestation

Elected	Buyer may obtain a written "Wood-Destroying Insect Infestation Inspection Report" from an inspector certified as a wood-destroying pests pesticide applicator and will deliver it and all supporting documents and drawings provided by the inspector to Seller. The Report is to be made satisfactory to and in compliance with applicable laws, mortgage lender requirements, and/or Federal Insuring and Guaranteeing Agency requirements. The Inspection is to be limited to all readily-visible and accessible areas of all structures on the Property, except fences. If the Inspection reveals	Waived
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active infestation(s), Buyer, at Buyer's expense, may obtain a Proposal from a wood-destroying pests pesticide applicator to treat the Property. If the Inspection reveals damage from active or previous infestation(s), Buyer may obtain a written Report from a professional contractor, home inspector or structural engineer that is limited to structural damage to the Property caused by wood-destroying organisms and a Proposal to repair the Property.

Deeds, Restrictions and Zoning

Elected	Buyer may investigate easements, deed and use restrictions (including any historic preservation restrictions or ordinances) that apply to the Property and review local zoning ordinances. Buyer may verify that the present use of the Property (such as in-law quarters, apartments, home office, day care, commercial or recreational vehicle parking) is permitted and may elect to make the Agreement contingent upon an anticipated use. Present use: _____	Waived
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Water Service

Elected	Buyer may obtain an Inspection of the quality and quantity of the water system from a properly licensed or otherwise qualified water/well testing company. If and as required by the inspection company, Seller, at Seller's expense, will locate and provide access to the on-site (or individual) water system. Seller will restore the Property to its previous condition, at Seller's expense, prior to settlement.	Waived
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Radon

Elected	<p>Buyer may obtain a radon test of the Property from a certified inspector. The U.S. Environmental Protection Agency (EPA) advises corrective action if the average annual exposure to radon is equal to or higher than 0.02 working levels or 4 picoCuries/liter (4pCi/L). Radon is a natural, radioactive gas that is produced in the ground by the normal decay of uranium and radium. Studies indicate that extended exposure to high levels of radon gas can increase the risk of lung cancer. Radon can find its way into any air-space and can permeate a structure. If a house has a radon problem, it usually can be cured by increased ventilation and/or by preventing radon entry. Any person who tests, mitigates or safeguards a building for radon in Pennsylvania must be certified by the Department of Environmental Protection. Information about radon and about certified testing or mitigation firms is available through Department of Environmental Protection, Bureau of Radiation Protection, 13th Floor, Rachel Carson State Office Building, P.O. Box 8469, Harrisburg, PA 17105-8469, (800) 23RADON or (717) 783-3594. www.epa.gov</p>	Waived
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On-lot Sewage (If Applicable)

Elected	Buyer may obtain an Inspection of the individual on-lot sewage disposal system from a qualified, professional inspector. If and as required by the inspection company, Seller, at Seller's expense, will locate, provide access to, and empty the individual on-lot sewage disposal system. Seller will restore the Property to its previous condition, at Seller's expense, prior to settlement. See Paragraph 13(C) for more information regarding the Individual On-lot Sewage Inspection Contingency.	Waived
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Property and Flood Insurance

Elected	Buyer may determine the insurability of the Property by making application for property and casualty insurance for the Property to a responsible insurer. Broker for Buyer, if any, otherwise Broker for Seller, may communicate with the insurer to assist in the insurance process. If the Property is located in a specially-designated flood zone, Buyer may be required to carry flood insurance at Buyer's expense, which may need to be ordered 14 days or more prior to Settlement Date. Revised flood maps and changes to Federal law may substantially increase future flood insurance premiums or require insurance for formerly exempt properties. Buyer should consult with one or more flood insurance agents regarding the need for flood insurance and possible premium increases.	Waived
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Property Boundaries

Elected	Buyer may engage the services of a surveyor, title abstractor, or other qualified professional to assess the legal description, certainty and location of boundaries and/or quantum of land. Most sellers have not had the Property surveyed as it is not a requirement of property transfer in Pennsylvania. Any fences, hedges, walls and other natural or constructed barriers may or may not represent the true boundary lines of the Property. Any numerical representations of size of property are approximations only and may be inaccurate.	Waived
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Lead-Based Paint Hazards (For Properties built prior to 1978 only)

Elected	Before Buyer is obligated to purchase a residential dwelling built prior to 1978, Buyer has the option to conduct a risk assessment and/or inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards. Regardless of whether this inspection is elected or waived, the Residential Lead-Based Paint Hazard Reduction Act requires a seller of property built prior to 1978 to provide the Buyer with an EPA-approved lead hazards information pamphlet titled "Protect Your Family from Lead in Your Home," along with a separate form, attached to this Agreement, disclosing Seller's knowledge of lead-based paint hazards and any lead-based paint records regarding the Property.	Waived
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Other

Elected **Waived**

The Inspections elected above do not apply to the following existing conditions and/or items:

(D) 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.

386 **Buyer Initials:**

Seller Initials:

- 387 2. **Asbestos:** Asbestos is linked with several adverse health effects, including various forms of cancer.
- 388 3. **Environmental Hazards:** The U.S. Environmental Protection Agency has a list of hazardous substances, the use and disposal
- 389 of which are restricted by law. Generally, if hazardous substances are found on a property, it is the property owner's responsi-
- 390 bility to dispose of them properly.
- 391 4. **Wetlands:** Wetlands are protected by the federal and state governments. Buyer may wish to hire an environmental engineer to
- 392 investigate whether the Property is located in a wetlands area to determine if permits for plans to build, improve or develop the
- 393 property would be affected or denied because of its location in a wetlands area.
- 394 5. **Mold, Fungi and Indoor Air Quality:** Indoor mold contamination and the inhalation of bioaerosols (bacteria, mold spores,
- 395 pollen and viruses) have been associated with allergic responses.
- 396 6. **Additional Information:** Inquiries or requests for more information about asbestos and other hazardous substances can be
- 397 directed to the U.S. Environmental Protection Agency, Ariel Rios Building, 1200 Pennsylvania Ave., N.W., Washington, D.C.
- 398 20460, (202) 272-0167, and/or the Department of Health, Commonwealth of Pennsylvania, Division of Environmental Health,
- 399 Harrisburg, PA 17120. Information about indoor air quality issues is available through the Pennsylvania Department of Health
- 400 and may be obtained by contacting Health & Welfare Building, 8th Floor West, 625 Forster St., Harrisburg, PA 17120, or by
- 401 calling 1-877-724-3258.

402 **13. INSPECTION CONTINGENCY (4-14)**

- 403 (A) The Contingency Period is _____ days (10 if not specified) from the Execution Date of this Agreement for each Inspection elected
- 404 in Paragraph 12(C).
- 405 (B) Except as stated in Paragraph 13(C), if the result of any Inspection elected in Paragraph 12(C) is unsatisfactory to Buyer, Buyer
- 406 will, **within the stated Contingency Period:**
- 407 1. Accept the Property with the information stated in the Report(s) and agree to the RELEASE in Paragraph 28 of this Agreement, OR
- 408 2. **Terminate this Agreement** by written notice to Seller, with all deposit monies returned to Buyer according to the terms of
- 409 Paragraph 26 of this Agreement, OR
- 410 3. **Present the Report(s) to Seller with a Written Corrective Proposal ("Proposal") listing corrections and/or credits desired by Buyer.**
- 411 The Proposal may, but is not required to, include the name(s) of a properly licensed or qualified professional(s) to perform the cor-
- 412 rections requested in the Proposal, provisions for payment, including retests, and a projected date for completion of the corrections.
- 413 Buyer agrees that Seller will not be held liable for corrections that do not comply with mortgage lender or governmental require-
- 414 ments if performed in a workmanlike manner according to the terms of Buyer's Proposal.
- 415 a. Following the end of the Contingency Period, Buyer and Seller will have _____ days (5 if not specified) for a Negotiation
- 416 Period.
- 417 (1) During the Negotiation Period, Seller will either agree to satisfy all the terms of Buyer's Proposal or negotiate, by written
- 418 or verbal communication, another mutually acceptable written agreement, providing for any repairs or improvements to
- 419 the Property and/or any credit to Buyer at settlement, as acceptable to the mortgage lender, if any.
- 420 (2) If Seller agrees to satisfy all the terms of Buyer's Proposal, or Buyer and Seller enter into another mutually acceptable
- 421 written agreement, Buyer accepts the Property and agrees to the RELEASE in Paragraph 28 of this Agreement and the
- 422 Negotiation Period ends.
- 423 b. If no mutually acceptable written agreement is reached, or if Seller fails to respond, during the Negotiation Period, within
- 424 _____ days (2 if not specified) **following the end of the Negotiation Period**, Buyer will:
- 425 (1) Accept the Property with the information stated in the Report(s) and agree to the RELEASE in Paragraph 28 of this
- 426 Agreement, OR
- 427 (2) Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms
- 428 of Paragraph 26 of this Agreement.
- 429 **If Buyer and Seller do not reach a mutually acceptable written agreement, and Buyer does not terminate this**
- 430 **Agreement by written notice to Seller within the time allotted in Paragraph 13(B)(3)(b), Buyer will accept the Property**
- 431 **and agree to the RELEASE in Paragraph 28 of this Agreement. Ongoing negotiations do not automatically extend the**
- 432 **Negotiation Period.**

- 433 (C) If a Report reveals the need to expand or replace the existing individual on-lot sewage disposal system, Seller may, within _____
- 434 days (25 if not specified) of receiving the Report, submit a Proposal to Buyer. The Proposal will include, but not be limited to, the
- 435 name of the company to perform the expansion or replacement; provisions for payment, including retests; and a projected comple-
- 436 tion date for corrective meas ures. Within _____ 5 _____ DAYS of receiving Seller's Proposal, or **if no Proposal is provided within the**
- 437 **stated time**, Buyer will notify Seller in writing of Buyer's choice to:
- 438 1. Agree to the terms of the Proposal, accept the Property and agree to the RELEASE in Paragraph 28 of this Agreement, OR
- 439 2. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of
- 440 Paragraph 26 of this Agreement, OR
- 441 3. Accept the Property and the existing system and agree to the RELEASE in Paragraph 28 of this Agreement. If required by any mort-
- 442 gage lender and/or any governmental authority, Buyer will correct the defects before settlement or within the time required by the
- 443 mortgage lender and/or governmental authority, at Buyer's sole expense, with permission and access to the Property given by Seller,
- 444 which may not be unreasonably withheld. If Seller denies Buyer permission and/or access to correct the defects, Buyer
- 445 may, within _____ 5 _____ DAYS of Seller's denial, terminate this Agreement by written notice to Seller, with all deposit monies returned
- 446 to Buyer according to the terms of Paragraph 26 of this Agreement.

447 **If Buyer fails to respond** within the time stated in Paragraph 13(C) **or fails to terminate** this Agreement by written notice to

448 Seller within that time, **Buyer will accept the Property** and agree to the RELEASE in Paragraph 28 of this Agreement.

449 **14. REAL ESTATE TAXES AND ASSESSED VALUE (4-14)**

450 In Pennsylvania, taxing authorities (school districts and municipalities) and property owners may appeal the assessed value of a prop-

erty 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.

15. NOTICES, ASSESSMENTS AND MUNICIPAL REQUIREMENTS (4-14)

(A) In the event any notices of public and/or private assessments as described in Paragraph 10(F) (excluding assessed value) are received after Seller has signed this Agreement and before settlement, Seller will within 5 DAYS of receiving the notices and/or assessments provide a copy of the notices and/or assessments to Buyer and will notify Buyer in writing that Seller will:

1. Fully comply with the notices and/or assessments, at Seller's expense, before settlement. If Seller fully complies with the notices and/or assessments, Buyer accepts the Property and agrees to the RELEASE in Paragraph 28 of this Agreement, OR
2. Not comply with the notices and/or assessments. If Seller chooses not to comply with the notices and/or assessments, or **fails within the stated time to notify Buyer whether Seller will comply**, Buyer will notify Seller in writing within 5 DAYS that Buyer will:
 - a. Comply with the notices and/or assessments at Buyer's expense, accept the Property, and agree to the RELEASE in Paragraph 28 of this Agreement, OR
 - b. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 26 of this Agreement.

If Buyer fails to respond within the time stated in Paragraph 15(A)(2) **or fails to terminate** this Agreement by written notice to Seller within that time, **Buyer will accept the Property** and agree to the RELEASE in Paragraph 28 of this Agreement.

(B) If required by law, within 30 DAYS from the Execution Date of this Agreement, but in no case later than 15 DAYS prior to Settlement Date, Seller will order at Seller's expense a certification from the appropriate municipal department(s) disclosing notice of any uncorrected violations of zoning, housing, building, safety or fire ordinances and/or a certificate permitting occupancy of the Property. If Buyer receives a notice of any required repairs/improvements, Buyer will promptly deliver a copy of the notice to Seller.

1. Within 5 DAYS of receiving notice from the municipality that repairs/improvements are required, Seller will deliver a copy of the notice to Buyer and notify Buyer in writing that Seller will:
 - a. Make the required repairs/improvements to the satisfaction of the municipality. If Seller makes the required repairs/improvements, Buyer accepts the Property and agrees to the RELEASE in Paragraph 28 of this Agreement, OR
 - b. Not make the required repairs/improvements. If Seller chooses not to make the required repairs/improvements, Buyer will notify Seller in writing within 5 DAYS that Buyer will:
 - (1) Make the repairs/improvements at Buyer's expense, with permission and access to the Property given by Seller, which will not be unreasonably withheld, OR
 - (2) Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 26 of this Agreement.

If Buyer fails to respond within the time stated in Paragraph 15(B)(1)(b) **or fails to terminate** this Agreement by written notice to Seller within that time, **Buyer will accept the Property** and agree to the RELEASE in Paragraph 28 of this Agreement, and **Buyer accepts the responsibility to perform the repairs/improvements** according to the terms of the notice provided by the municipality.

2. If Seller denies Buyer permission to make the required repairs/improvements, or does not provide Buyer access before Settlement Date to make the required repairs/improvements, Buyer may, within 5 DAYS, terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 26 of this Agreement.
3. If repairs/improvements are required and Seller fails to provide a copy of the notice to Buyer as required in this Paragraph, Seller will perform all repairs/improvements as required by the notice at Seller's expense. **Paragraph 15(B)(3) will survive settlement.**

16. CONDOMINIUM/PLANNED COMMUNITY (HOMEOWNER ASSOCIATIONS) NOTICE (9-16)

(A) Property is NOT a Condominium or part of a Planned Community unless checked below.

- ☐ CONDOMINIUM. The Property is a unit of a condominium that is primarily run by a unit owners' association. Section 3407 of the Uniform Condominium Act of Pennsylvania requires Seller to furnish Buyer with a Certificate of Resale and copies of the condominium declaration (other than plats and plans), the bylaws and the rules and regulations of the association.
- ☐ PLANNED COMMUNITY (HOMEOWNER ASSOCIATION). The Property is part of a planned community as defined by the Uniform Planned Community Act. Section 5407(a) of the Act requires Seller to furnish Buyer with a copy of the declaration (other than plats and plans), the bylaws, the rules and regulations of the association, and a Certificate containing the provisions set forth in Section 5407(a) of the Act.

(B) **THE FOLLOWING APPLIES TO INITIAL SALES OF PROPERTIES THAT ARE PART OF A CONDOMINIUM OR A PLANNED COMMUNITY:**

If this is the first sale of the property after creation of the condominium or planned community (therefore a sale by the Declarant), Seller shall furnish Buyer with a Public Offering Statement no later than the date Buyer executes this Agreement. Buyer may void this Agreement within 15 days (if a condominium) or within 7 days (if part of a planned community) after receipt of the Public Offering Statement or any amendment to the Statement that materially and adversely affects Buyer. Upon Buyer declaring this Agreement void, all deposit monies will be returned to Buyer according to the terms of Paragraph 26 of this Agreement.

(C) **THE FOLLOWING APPLIES TO RESALES OF PROPERTIES THAT ARE PART OF A CONDOMINIUM OR A PLANNED COMMUNITY:**

1. Within 15 DAYS from the Execution Date of this Agreement, Seller, at Seller's expense, will request from the association a Certificate of Resale and any other documents necessary to enable Seller to comply with the relevant Act. The Act provides that the association is required to provide these documents within 10 days of Seller's request.

2. Seller will promptly deliver to Buyer all documents received from the association. Under the Act, Seller is not liable to Buyer for the failure of the association to provide the Certificate in a timely manner or for any incorrect information provided by the association in the Certificate.
3. The Act provides that Buyer may declare this Agreement VOID at any time before Buyer receives the association documents and for 5 days after receipt, OR until settlement, whichever occurs first. Buyer's notice to Seller must be in writing; upon Buyer declaring this Agreement void, all deposit monies will be returned to Buyer according to the terms of Paragraph 26 of this Agreement.
4. If the association has the right to buy the Property (right of first refusal), and the association exercises that right, Seller will reimburse Buyer for any costs incurred by Buyer for any inspections or certifications obtained according to the terms of the 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.

17. TITLES, SURVEYS AND COSTS (4-14)

- (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; 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 17(A), Buyer may terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 26 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 17(C) items (1), (2), (3) and in Paragraph 17(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) The Property is not a "recreational cabin" as defined in the Pennsylvania Construction Code Act unless otherwise stated here:

- (K) 1. 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.**

2. **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.

18. MAINTENANCE AND RISK OF LOSS (1-14)

- (A) Seller will maintain the Property (including, but not limited to, structures, grounds, fixtures, appliances, and personal property) specifically listed in this Agreement in its present condition, normal wear and tear excepted.

- (B) If any part of the Property included in the sale fails before settlement, Seller will:
1. Repair or replace that part of the Property before settlement, OR
 2. Provide prompt written notice to Buyer of Seller's decision to:
 - a. Credit Buyer at settlement for the fair market value of the failed part of the Property, as acceptable to the mortgage lender, if any, OR
 - b. Not repair or replace the failed part of the Property, and not credit Buyer at settlement for the fair market value of the failed part of the Property.
 3. If Seller does not repair or replace the failed part of the Property or agree to credit Buyer for its fair market value, **or if Seller fails to notify Buyer of Seller's choice**, Buyer will notify Seller in writing within 5 DAYS or before Settlement Date, whichever is earlier, that Buyer will:
 - a. Accept the Property and agree to the RELEASE in Paragraph 28 of this Agreement, OR
 - b. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 26 of this Agreement.

If Buyer fails to respond within the time stated in Paragraph 18(B)(3) **or fails to terminate** this Agreement by written notice to Seller within that time, **Buyer will accept the Property** and agree to the RELEASE in Paragraph 28 of this Agreement.
- (C) Seller bears the risk of loss from fire or other casualties until settlement. If any property included in this sale is destroyed and not replaced prior to settlement, Buyer will:
1. Accept the Property in its then current condition together with the proceeds of any insurance recovery obtainable by Seller, OR
 2. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 26 of this Agreement.

19. HOME WARRANTIES (1-10)

At or before settlement, either party may purchase a home warranty for the Property from a third-party vendor. Buyer and Seller understand that a home warranty for the Property does not alter any disclosure requirements of Seller, will not cover or warrant any pre-existing defects of the Property, and will not alter, waive or extend any provisions of this Agreement regarding inspections or certifications that Buyer has elected or waived as part of this Agreement. Buyer and Seller understand that a broker who recommends a home warranty may have a business relationship with the home warranty company that provides a financial benefit to the broker.

20. RECORDING (9-05)

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 causes or permits this Agreement to be recorded, Seller may elect to treat such act as a default of this Agreement.

21. ASSIGNMENT (1-10)

This Agreement is binding upon the parties, their heirs, personal representatives, guardians and successors, and to the extent assignable, on the assigns of the parties hereto. Buyer will not transfer or assign this Agreement without the written consent of Seller unless otherwise stated in this Agreement. Assignment of this Agreement may result in additional transfer taxes.

22. GOVERNING LAW, VENUE AND PERSONAL JURISDICTION (9-05)

- (A) The validity and construction of this Agreement, and the rights and duties of the parties, will be governed in accordance with the laws of the Commonwealth of Pennsylvania.
- (B) The parties agree that any dispute, controversy or claim arising under or in connection with this Agreement or its performance by either party submitted to a court shall be filed exclusively by and in the state or federal courts sitting in the Commonwealth of Pennsylvania.

23. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT OF 1980 (FIRPTA) (1-17)

The disposition of a U.S. real property interest by a foreign person (the transferor) is subject to the Foreign Investment in Real Property Tax Act of 1980 (FIRPTA) income tax withholding. FIRPTA authorized the United States to tax foreign persons on dispositions of U.S. real property interests. This includes but is not limited to a sale or exchange, liquidation, redemption, gift, transfers, etc. Persons purchasing U.S. real property interests (transferee) from foreign persons, certain purchasers' agents, and settlement officers are required to withhold up to 15 percent of the amount realized (special rules for foreign corporations). Withholding is intended to ensure U.S. taxation of gains realized on disposition of such interests. The transferee/Buyer is the withholding agent. If you are the transferee/Buyer you must find 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 held liable for the tax.

24. NOTICE REGARDING CONVICTED SEX OFFENDERS (MEGAN'S LAW) (4-14)

The Pennsylvania General Assembly has passed legislation (often referred to as "Megan's Law," 42 Pa.C.S. § 9791 et seq.) providing for community notification of the presence of certain convicted sex offenders. **Buyers are encouraged to contact the municipal police department or the Pennsylvania State Police** for information relating to the presence of sex offenders near a particular property, or to check the information on the Pennsylvania State Police Web site at www.pameganslaw.state.pa.us.

25. REPRESENTATIONS (1-10)

- (A) All representations, claims, advertising, promotional activities, brochures or plans of any kind made by Seller, Brokers, their licensees, employees, officers or partners are not a part of this Agreement unless expressly incorporated or stated in this Agreement. This Agreement contains the whole agreement between Seller and Buyer, and there are no other terms, obligations, covenants, representations, statements or conditions, oral or otherwise, of any kind whatsoever concerning this sale. This Agreement will not be altered, amended, changed or modified except in writing executed by the parties.
- (B) Unless otherwise stated in this Agreement, **Buyer has inspected the Property** (including fixtures and any personal property specifically listed herein) **before signing this Agreement or has waived the right to do so, and agrees to purchase the Property IN ITS PRESENT CONDITION**, subject to inspection contingencies elected in this Agreement. Buyer acknowledges that Brokers, their licensees, employees, officers or partners have not made an independent examination or determination of the structural soundness of the Property, the age or condition of the components, environmental conditions, the permitted uses, nor of conditions existing in the locale where the Property is situated; nor have they made a mechanical inspection of any of the systems contained therein.

647 (C) Any repairs required by this Agreement will be completed in a workmanlike manner.
648 (D) Broker(s) have provided or may provide services to assist unrepresented parties in complying with this Agreement.

649 **26. DEFAULT, TERMINATION AND RETURN OF DEPOSITS (1-18)**
650 (A) Where Buyer terminates this Agreement pursuant to any right granted by this Agreement, Buyer will be entitled to a return of all
651 deposit monies paid on account of Purchase Price pursuant to the terms of Paragraph 26(B), and this Agreement will be VOID.
652 Termination of this Agreement may occur for other reasons giving rise to claims by Buyer and/or Seller for the deposit monies.
653 (B) Regardless of the apparent entitlement to deposit monies, Pennsylvania law does not allow a Broker holding deposit monies to
654 determine who is entitled to the deposit monies when settlement does not occur. Broker can only release the deposit monies:
655 1. If this Agreement is terminated prior to settlement and there is no dispute over entitlement to the deposit monies. A written
656 agreement signed by both parties is evidence that there is no dispute regarding deposit monies.
657 2. If, after Broker has received deposit monies, Broker receives a written agreement that is signed by Buyer and Seller, directing
658 Broker how to distribute some or all of the deposit monies.
659 3. According to the terms of a final order of court.
660 4. According to the terms of a prior written agreement between Buyer and Seller that directs the Broker how to distribute the
661 deposit monies if there is a dispute between the parties that is not resolved. (See Paragraph 26(C))
662 (C) Buyer and Seller agree that if there is a dispute over the entitlement to deposit monies that is unresolved _____ days (180 if not
663 specified) after the Settlement Date stated in Paragraph 4(A) (or any written extensions thereof) or following termination of the
664 Agreement, whichever is earlier, then the Broker holding the deposit monies will, within 30 days of receipt of Buyer's written
665 request, distribute the deposit monies to Buyer unless the Broker is in receipt of verifiable written notice that the dispute is the sub-
666 ject of litigation or mediation. If Broker has received verifiable written notice of litigation or mediation prior to the receipt of Buyer's
667 request for distribution, Broker will continue to hold the deposit monies until receipt of a written distribution agreement between
668 Buyer and Seller or a final court order. Buyer and Seller are advised to initiate litigation or mediation for any portion of the deposit
669 monies prior to any distribution made by Broker pursuant to this paragraph. Buyer and Seller agree that the distribution of deposit
670 monies based upon the passage of time does not legally determine entitlement to deposit monies, and that the parties maintain their
671 legal rights to pursue litigation even after a distribution is made.
672 (D) Buyer and Seller agree that a Broker who holds or distributes deposit monies pursuant to the terms of Paragraph 26 or Pennsylvania
673 law will not be liable. Buyer and Seller agree that if any Broker or affiliated licensee is named in litigation regarding deposit
674 monies, the attorneys' fees and costs of the Broker(s) and licensee(s) will be paid by the party naming them in litigation.
675 (E) Seller has the option of retaining all sums paid by Buyer, including the deposit monies, should Buyer:
676 1. Fail to make any additional payments as specified in Paragraph 2, OR
677 2. Furnish false or incomplete information to Seller, Broker(s), or any other party identified in this Agreement concerning Buyer's
678 legal or financial status, OR
679 3. Violate or fail to fulfill and perform any other terms or conditions of this Agreement.
680 (F) **Unless otherwise checked in Paragraph 26(G),** Seller may elect to retain those sums paid by Buyer, including deposit monies:
681 1. On account of purchase price, OR
682 2. As monies to be applied to Seller's damages, OR
683 3. As liquidated damages for such default.
684 (G) ☐ **SELLER IS LIMITED TO RETAINING SUMS PAID BY BUYER, INCLUDING DEPOSIT MONIES, AS LIQUIDATED**
685 **DAMAGES.**
686 (H) If Seller retains all sums paid by Buyer, including deposit monies, as liquidated damages pursuant to Paragraph 26(F) or (G), Buyer
687 and Seller are released from further liability or obligation and this Agreement is VOID.
688 (I) Brokers and licensees are not responsible for unpaid deposits.

689 **27. MEDIATION (1-10)**
690 Buyer and Seller will submit all disputes or claims that arise from this Agreement, including disputes and claims over deposit monies,
691 to mediation. Mediation will be conducted in accordance with the Rules and Procedures of the Home Sellers/Home Buyers Dispute
692 Resolution System, unless it is not available, in which case Buyer and Seller will mediate according to the terms of the mediation sys-
693 tem offered or endorsed by the local Association of Realtors®. Mediation fees, contained in the mediator's fee schedule, will be divided
694 equally among the parties and will be paid before the mediation conference. This mediation process must be concluded before any party
695 to the dispute may initiate legal proceedings in any courtroom, with the exception of filing a summons if it is necessary to stop any
696 statute of limitations from expiring. Any agreement reached through mediation and signed by the parties will be binding. Any agree-
697 ment to mediate disputes or claims arising from this Agreement will survive settlement.

698 **28. RELEASE (9-05)**
699 **Buyer releases, quit claims and forever discharges SELLER, ALL BROKERS, their LICENSEES, EMPLOYEES and any OFFI-**
700 **CER or PARTNER of any one of them and any other PERSON, FIRM or CORPORATION who may be liable by or through**
701 **them, from any and all claims, losses or demands,** including, but not limited to, personal injury and property damage and all of the
702 consequences thereof, whether known or not, which may arise from the presence of termites or other wood-boring insects, radon, lead-
703 based paint hazards, mold, fungi or indoor air quality, environmental hazards, any defects in the individual on-lot sewage disposal system
704 or deficiencies in the on-site water service system, or any defects or conditions on the Property. Should Seller be in default under the
705 terms of this Agreement or in violation of any Seller disclosure law or regulation, this release does not deprive Buyer of any right to pur-
706 sue any remedies that may be available under law or equity. This release will survive settlement.

707 **29. REAL ESTATE RECOVERY FUND (1-18)**
708 A Real Estate Recovery Fund exists to reimburse any persons who have obtained a final civil judgment against a Pennsylvania real
709 estate licensee (or a licensee's affiliates) owing to fraud, misrepresentation, or deceit in a real estate transaction and who have been
710 unable to collect the judgment after exhausting all legal and equitable remedies. For complete details about the Fund, call (717) 783-
711 3658.

712 Buyer Initials: _____

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Seller Initials: _____

713 **30. COMMUNICATIONS WITH BUYER AND/OR SELLER (1-10)**

- 714 (A) If Buyer is obtaining mortgage financing, Buyer shall promptly deliver to Broker for Buyer, if any, a copy of all Loan Estimate(s)
715 and Closing Disclosure(s) upon receipt.
- 716 (B) Wherever this Agreement contains a provision that requires or allows communication/delivery to a Buyer, that provision shall be
717 satisfied by communication/delivery to the Broker for Buyer, if any, **except for documents required to be delivered pursuant to**
718 **Paragraph 16.** If there is no Broker for Buyer, those provisions may be satisfied only by communication/delivery being made
719 directly to the Buyer, unless otherwise agreed to by the parties. Wherever this Agreement contains a provision that requires or allows
720 communication/delivery to a Seller, that provision shall be satisfied by communication/delivery to the Broker for Seller, if any. If
721 there is no Broker for Seller, those provisions may be satisfied only by communication/delivery being made directly to the Seller,
722 unless otherwise agreed to by the parties.

723 **31. HEADINGS (4-14)**

724 The section and paragraph headings in this Agreement are for convenience only and are not intended to indicate all of the matter in the
725 sections which follow them. They shall have no effect whatsoever in determining the rights, obligations or intent of the parties.

726 **32. SPECIAL CLAUSES (1-10)**

727 (A) **The following are attached to and made part of this Agreement if checked:**

- 728 ☐ Sale & Settlement of Other Property Contingency Addendum (PAR Form SSP)
729 ☐ Sale & Settlement of Other Property Contingency with Right to Continue Marketing Addendum (PAR Form SSPCM)
730 ☐ Sale & Settlement of Other Property Contingency with Timed Kickout Addendum (PAR Form SSPTKO)
731 ☐ Settlement of Other Property Contingency Addendum (PAR Form SOP)
732 ☐ Appraisal Contingency Addendum (PAR Form ACA)
733 ☐ Short Sale Addendum (PAR Form SHS)

734 ☐ _____
735 ☐ _____
736 ☐ _____

737 (B) **Additional Terms:**

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739
740
741
742

743 Buyer and Seller acknowledge receipt of a copy of this Agreement at the time of signing.

744 **This Agreement may be executed in one or more counterparts**, each of which shall be deemed to be an original and which counterparts
745 together shall constitute one and the same Agreement of the Parties.

746 **NOTICE TO PARTIES: WHEN SIGNED, THIS AGREEMENT IS A BINDING CONTRACT.** Parties to this transaction are advised
747 to consult a Pennsylvania real estate attorney before signing if they desire legal advice.

748 Return of this Agreement, and any addenda and amendments, including **return by electronic transmission**, bearing the signatures
749 of all parties, constitutes acceptance by the parties.

750 _____ Buyer has received the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code §35.336.

751 _____ Buyer has received a statement of Buyer's estimated closing costs before signing this Agreement.

752 _____ Buyer has received the Deposit Money Notice (for cooperative sales when Broker for Seller is holding deposit money)
753 before signing this Agreement.

754 _____ Buyer has received the Lead-Based Paint Hazards Disclosure, which is attached to this Agreement of Sale. Buyer has
755 received the pamphlet Protect Your Family from Lead in Your Home (for properties built prior to 1978).

756 **BUYER** _____ **DATE** _____

757 **BUYER** _____ **DATE** _____

758 **BUYER** _____ **DATE** _____

759 Seller has received the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code § 35.336.

760 Seller has received a statement of Seller's estimated closing costs before signing this Agreement.

761 **SELLER** _____ **DATE** _____

762 **SELLER** _____ **DATE** _____

763 **SELLER** _____ **DATE** _____