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GRAY'S WOODS

GRAY'S POINTE MULTI FAMILY HOMES

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**DECLARATION FOR THE PLANNED COMMUNITY
OF**

THE MULTI FAMILY HOMES AT GRAY'S POINTE,

**A PENNSYLVANIA FLEXIBLE PLANNED
COMMUNITY DEVELOPMENT**

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

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DECLARATION FOR THE MULTI FAMILY HOMES
AT GRAY'S POINTE,
A PENNSYLVANIA FLEXIBLE PLANNED COMMUNITY

ARTICLE I
SUBMISSION; DEFINED TERMS

Section 1.1 Declarant; Property; County; Name.

Gray's Woods, a Pennsylvania general partnership, having its principal offices located at 1952 Waddle Road, State College, PA 16803 (hereinafter "Declarant"), owner in fee simple of the Real Estate located mostly in **Patton Township and partly in Halfmoon, Centre County, PA**, a legal perimeter description of which is designated as Exhibit "A" attached hereto, hereby submits the Real Estate described in Exhibit "A" including all easements, rights, and appurtenances thereunto belonging and the buildings and improvements executed or to be erected thereon (collectively, the "Property") to the provisions of the Pennsylvania Uniform Planned Community Act, 68 Pa. C.S. Section 5101 et seq. (the "Act") and hereby creates with respect to the Property a flexible planned community, to be known as **The Multi Family Homes at Gray's Pointe**, a Pennsylvania Flexible Planned Community.

Section 1.2 Easements and Licenses.

- 1.2.1 Covenants, conditions, set back lines, easements and restrictions in the Final Subdivision Plan for Grays Woods Planned Community, Phase 6, Section A, dated June 22, 2018 and recorded April 24, 2019 in Plan Book 94 at Page 61.
- 1.2.2 Matters set forth in the Final Land Development Plan for Grays Woods Planned Community, Phase 6, Section A, dated June 22, 2018 and recorded April 24, 2019 in Plan Book 94 at Page 62.
- 1.2.3 Matters contained in the Grays Woods Boulevard Extension plan dated September 21, 2018 and recorded April 24, 2019 in Plan Book 94 at Page 63.
- 1.2.4 Matters contained in the Grays Woods Planned Community Master Plan Major Amendment #5 plan dated June 22, 2018 and recorded April 24, 2019 in Plan Book 94 at Page 64.
- 1.2.5 Easements and rights-of-way created by this Declaration, and the By-Laws of The Multi Family Home at Gray's Pointe Homeowners Association
- 1.2.6 Subject to a non-exclusive access and recreation easement granted to The Single Family Homes at Gray's Pointe located in the future phase Convertible/ Withdrawable Real Estate of The Multi Family Homes at Gray's Pointe as set forth on the Declaration Plat attached hereto and incorporated by reference as Exhibit "D".
- 1.2.7 Subject to a stormwater management easement in favor of the future commercial development as set forth on Final Subdivision Plan for Grays Woods Planned Community, Phase 6, Section A, dated June 22, 2018 and recorded April 24, 2019 in Plan Book 94 at Page 61.
- 1.2.8 Mineral lease and right to construct serve road to Harbison-Walker Refractories as recorded 12/9/27 in Misc. Book S, Page 592.

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- 1.2.9 Right of Way to the Bell Telephone Company as recorded October 8, 1940 in Misc. Book 31, Page 372.
 - 1.2.10 Right of Way to the Bell Telephone Company as recorded October 8, 1940 in Misc. Book 31, Page 391.
 - 1.2.11 Agreement with Patton Township concerning streets, public utilities and sewage treatment as recorded July 20, 1973 in Misc. Book 121, Page 383.
 - 1.2.12 An optional lease for clay as recorded May 2, 1938 in Deed Book 158, Page 290.
 - 1.2.13 Right of Way to the West Penn Power Company as recorded March 12, 1979 in Misc. Book 143, Page 729.
 - 1.2.14 Right of Way to the West Penn Power Company as recorded March 12, 1979 in Misc. Book 143, Page 746.
 - 1.2.15 Right of Way to West Penn Power Company as recorded February 28, 1985 in Misc. Book 179, Page 547.
 - 1.2.16 Reservation in favor of Sterl L. Price and Betty L. Price to use water from the well on the premises and an easement for laying, maintaining, replacing, and repairing a one inch pipe as recorded November 2, 1959 in Deed Book 250, Page 435.
 - 1.2.17 Reservation in favor of J. Alvin Hawbaker, Vera E. Hawbaker, Galen E. Dreibelbis, Nancy J. Dreibelbis, Ben J. Woodson and Shirley Ann Woodson to use water from the well on the premises and an easement laying, maintaining, replacing, and repairing a one inch pipe as dated 9-7-82 and recorded 12-8-86 in Deed Book 449, Page 392.
 - 1.2.18 Right-of-Way for Scotia Road which extends approximately 16 1/2 feet into the legal description as recorded September 14, 1962 in Deed Book 263, Page 296.
 - 1.2.19 A grant of iron ore rights to the Edgar Thompson Steel Company, Limited dated November 26, 1880 and recorded December 18, 1880 in Deed Book Q-2, Page 132.
 - 1.2.20 Reimbursement Agreement between Daniel R. Hawbaker, Glenn O. Hawbaker, Sr. and Ralph T. Heimer t/ d/b/a Grays Woods AND Patton Township Water Authority AND State College Borough Water Authority for sale of water mains as dated March 17, 1993 and recorded April 26, 1993 in Record Book 691, Page 172
 - 1.2.21 Patton Township- Deed of dedication of streets, as recorded 4-1-97 in Book 919 Page 738.
 - 1.2.22 Declaration of restrictive covenants for Graysdale as recorded 12-7-92 in Book 669 Page 206.
 - 1.2.23 Right of Way to West Penn Power Company as recorded November 24, 1992 in Record Book 666, Page 825.
 - 1.2.24 Right of Way to State College Borough Water Authority as recorded November 19, 1992 in Record Book 665, Page 778.
 - 1.2.25 Patton Township - Deed of dedication of a portion of Scotia Rd., as recorded 5-30-12 in Book 2101 page 995.
 - 1.2.26 Patton Township - Deed of Dedication of a portion of Gray's Woods Blvd., as recorded 5-30-12 in Book 2101 Page 996.
 - 1.2.27 Right of Way to the Bell Telephone Company as recorded February 4, 1993 in Record Book 679, Page 816.
 - 1.2.28 Deed of Dedication for park land to Patton Township as recorded January 11, 1993 in Record Book 675, Page 226.

- 1.2.29 Corrective Deed of Dedication for park land to Patton Township as recorded March 29, 1993 in Record Book 687, Page 1.
- 1.2.30 Right of way to West Penn Power Company as recorded 10-26-93 in Book 725 Page 1049.
- 1.2.31 Right of Way to West Penn Power Company as recorded October 26, 1993 in Record Book 725, Page 1037.
- 1.2.32 Right of way to Bell Telephone Company as recorded 12-2-93 in Book 733 page 557.
- 1.2.33 Right of Way to West Penn Power Company and Bell Telephone Company as recorded December 2, 1993 in Record Book 733. Page 579.
- 1.2.34 Deed of Dedication to Patton Township as recorded December 30, 1993 in Record Book 739, Page 114.
- 1.2.35 First Amendment to Declaration of Restrictive Covenants for Graysdale Phase I as recorded March 25, 1994 in Record Book 750, Page 579.
- 1.2.36 Right of Way to the West Penn Power Company as recorded December 6, 1994 in Record Book 789, Page 704.
- 1.2.37 Restrictive Covenants to expire 30 years from February 25, 1995 as recorded 3-10-95 in Record Book 799, page 583.
- 1.2.38 State College Borough Water Authority -- right-of-way for water pipe line as dated 3-17-95 and recorded 3-30-95 in Record Book 802, Page 1.
- 1.2.39 Right of Way to the State College Borough Water Authority as recorded April 25, 1995 in Record Book 806, Page 37.
- 1.2.40 Deed of Dedication to the Township of Patton for streets in Graysdale Phase IIA as recorded December 28, 1995 in Record Book 844, Page 465.
- 1.2.41 Right-of-Way to Bell Telephone Company as recorded 10-21-96 in Record Book 894, Page 923.
- 1.2.42 State College Borough Water Authority -- right-of-way for water line - supersedes BK: 846 PG: 373 as dated 5-1-96 and recorded 5-1-96 in Record Book 901, Page 1064.
- 1.2.43 Declaration of Restrictive Covenants for Graysdale Phase IIB to run for 30 years from 10-15-1998 as recorded 10-19-1998 in Record Book 1037, Page 530.
- 1.2.44 Right of way to West Penn Company d/b/a Allegheny Power as recorded 1-20-99 in Book 1059 Page 434.
- 1.2.45 Right-of-way to West Penn Power Company as recorded 2-18-99 in Record Book 1065, Page 727.
- 1.2.46 Right-of-way to TCI of Pennsylvania as recorded 2-22-1999 in Record Book 1066, page 469.
- 1.2.47 Patton Township- deed of dedication of Gray's Woods Boulevard, Phase 2, recorded 6/14/99 in Book 1092 Page 750.
- 1.2.48 University Area Joint Authority, right of way for sewer facilities, recorded 7/27/99 in Book 1103 Page 684.
- 1.2.49 Right of way to West Penn Power Co., d/b/a Allegheny Power, recorded 12/28/99 in Book 1132 Page 577.
- 1.2.50 Right of way to West Penn Power Co, d/b/a Allegheny Power, recorded 10/11/01 in Book 1284 Page 716.
- 1.2.51 Coal and/or mineral rights, the right of surface support and subsidence.

Section 1.3 Maximum Number of Units.

The maximum number of Units created by the Subdivision owned by the Declarant, which Subdivision Plan is recorded in the Office of the Recorder of Deeds in and for Centre County, Pennsylvania shall be one hundred fifty six (156) total residential Units and two (2) Open Space Units on 12.583 acres of land. Phase I will consist of thirty-seven (37) multi-family attached Units on 7.90 acres of land, more specifically Units, and Open Space Common Area Unit 45 and SWM Basin #7, as set forth in Exhibit "D" attached hereto.

Section 1.4 Defined Terms.

- 1.4.1 Capitalized terms not otherwise defined herein or in the Declaration Plat shall have the meanings specified or used in the Act.
- 1.4.2 The following terms are used or defined in general terms in the Act and shall have specific meanings herein as follows:
 - A. "Allocated Interests" means the Common Expense Liability and votes in the Association allocated to each Unit.
 - B. "Assessments" means an expense issued by the Association and allocated to the Unit Owners for repair, maintenance, replacement or insurance of Common or Limited Common Elements, and the operation of the Association itself, as well as any Special Assessments, Initial Capitalization Fee.
 - C. "Association" means the Unit Owner's Association of the Planned Community and shall be known as the "The Multi Family Homes at Gray's Pointe Homeowners Association"
 - D. "Builder" means S&A Homes, Inc. and its assigns, S&A Homes, LLC or another entity that may be designated by the Declarant at a future time.
 - E. "Common Elements" means the Common Facilities or Controlled Facilities of the Planned Community.
 - F. "Common Expense Liability" means the liability for Common Expenses allocated to each Unit under Section 5208 of the Act (relating to allocation of votes and Common Expense Liabilities.)
 - G. "Common Expenses" means the expenditures made by or financial liabilities of the Association, together with any allocations to reserves. The term includes General Common Expenses and Limited Common Expenses.
 - H. "Common Facilities" means any Real Estate within the Planned Community, which is owned by the Association or leased to the Association. The term does not include a Unit.
 - I. "Controlled Facilities" means any Real Estate within the Planned Community, whether or not a part of a Unit, that is not a Common Facility but is maintained, improved, repaired, replaced, regulated, managed, insured, or controlled by the Association.
 - J. "Convertible Real Estate" means a portion of a Flexible Planned Community not within a building containing a Unit within which additional Units, Limited Common Facilities, or Limited Controlled Facilities, or any combination thereof may be created. The Convertible Real Estate is described in Exhibits "C" attached hereto.

- K. "Declarant" means the Declarant described in Section 1.1, above and all successors to any Special Declarant Rights. The term excludes a person holding interest in the Real Estate solely as security for an obligation; a person whose interest in the Real Estate will not be conveyed to a Unit Owner.
- L. "Declarant Control Period" means the time period commencing on the date of recordation of this Declaration and ending on the earlier of:
- (i) Seven (7) years after the date of the first conveyance of a Unit to a Unit Owner other than the Declarant; or
 - (ii) One hundred eighty (180) days after the conveyance of seventy-five percent (75%) of the Units to Unit Owners other than the Declarant.
- M. "Declaration" means this document, as the same may be amended from time to time.
- N. "Declaration Plat" means the Declaration Plat attached hereto as Exhibit "D" as the same may be amended from time to time.
- O. "Eligible Mortgage" means a first mortgage to
- i. the Declarant;
 - ii. the Seller of a Unit;
 - iii. a bank, trust company, savings bank, savings and loan association, mortgage service company, insurance company, credit union, pension fund, real estate investment fund or like institutional investor or lender; and
 - iv. any other mortgage approved by the Executive Board, or a junior mortgage which is approved by the Executive Board.
- A holder, insurer or governmental guarantor of an Eligible Mortgage is referred to herein as an "Eligible Mortgagee".
- P. "Executive Board" means the body, regardless of name, designated in the Declaration to act on behalf of the Association.
- Q. "Flexible Planned Community" means 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.
- R. "General Common Expenses" means all Common Expenses other than Limited Common Expenses.
- S. "Identifying Number" means a symbol or address that identifies only one Unit in a Planned Community.
- T. "Limited Common Elements" means a Limited Common Facility or a Limited Controlled Facility.
- U. "Limited Common Expenses" means the Common Expenses incurred for maintenance, repair and/or replacement of certain Limited Common Elements, which are to be assessed against the Units to which such Limited Common Elements are assigned.
- V. "Limited Common Facility" means a portion of the Common Facilities allocated by or pursuant to the Declaration or by the operation of Section 5202 (2) or (3) of the Act for the exclusive use of one or more but fewer than all of the Units.
- W. "Limited Controlled Facility" means a portion of the Controlled Facilities, other than Controlled Facilities which are themselves part of a Unit, allocated by or pursuant to the Declaration or by operation of Section 5202 (2) or (3) of the Act for the exclusive use of one or more, but fewer than all, of the Units.

- X. "Majority or Majority of Unit Owners" mean the owners of more than fifty percent (50%) of the votes in the Association.
- Y. "Master Association" means an organization described in Section 5222 (relating to Master Associations), whether or not it is also an association described in Section 5301 (relating to organization of unit owner association).
- Z. "Party Wall" means a wall located at the perimeter of a Unit, which is a common wall shared with an adjacent Unit.
- AA. "Perimeter Wall" means any wall located at, or within, the perimeter of a Unit, which wall is part of the Unit and which coincides with the exterior of a building.
- BB. "Planned Community" means Real Estate with respect to which a person, by virtue of ownership of any 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, utility services, management, administration, or regulation of any part of the Real Estate other than the portion or interest owned solely by the person.
- CC. "Property" means the land and all improvements, easements, rights and appurtenances which have been submitted to the provisions of the Act by this Declaration.
- DD. "Purchaser" means a person other than a Declarant who, by means of disposition, acquires a legal or equitable interest in a Unit, other than either a leasehold interest of less than 20 years, including renewal options, or a security for an obligation.
- EE. "Real Estate" means any fee, leasehold, or other estate or interest in, over or under land, including structures, fixtures, and other improvements and interests which by custom, usage, or law pass with a conveyance of land though not described in the contract of sale or instrument of conveyance.
- FF. "Special Declarant Rights" means any right or combination of rights reserved by a Declarant in the Declaration, the Act, or any amendments thereto:
1. Complete improvements indicated on Declaration Plat filed with this Declaration.
 2. Convert Convertible Real Estate in a Flexible Planned Community pursuant to Section 5211 of Uniform Planned Community Act.
 3. Add Additional Real Estate to a Flexible Planned Community pursuant to Section 5211 of the Uniform Planned Community Act.
 4. Withdraw Withdrawable Real Estate from a Flexible Planned Community pursuant to Section 5212 of the Uniform Planned Community Act.
 5. Convert a Unit into two or more Units, Common Facilities or Controlled Facilities.
 6. Maintain offices, signs and models pursuant to Section 5217 of the Uniform Planned Community Act.
 7. Create use easements through the Common Facilities or Controlled Facilities for the purposes of making improvements within the Planned Community or within any Convertible or Additional Real Estate, as a means to facilitate completion, conversion and expansion pursuant to Section 5218 of the Uniform Planned Community Act.

8. Cause the Planned Community to be merged or consolidated with another Planned Community pursuant to Section 5223 of the Uniform Planned Community Act.
 9. Make the Planned Community part of a larger Planned Community or group of Planned Communities pursuant to Sections 5222 and 5223 of the Uniform Planned Community Act.
 10. Make the Planned Community subject to a Master Association pursuant to Section 5222 of the Uniform Planned Community Act.
 11. Appoint or remove an officer of the Sub Association, Master Association or an Executive Board Member during any period of Declarant control pursuant to Section 5303 of the Uniform Planned Community Act.
- GG. "Unit" means an improved physical portion of the Planned Community designated for separate ownership or occupancy, the boundaries of which are described pursuant to Section 5204 (description of Units) and Section 5205 (5) (relating to contents of Declaration; all Planned Communities) of the Act and a portion of which may be designated by the Declaration as part of the Controlled Facility.
- HH. "Unit Owner" means a Declarant or other person who owns a Unit. The term does not include a person having an interest in a Unit solely as security.
- II. "Withdrawable Real Estate" means Real Estate that may be withdrawn from a Flexible Planned Community. The Withdrawable Real Estate is described in Exhibit "C" attached hereto.

ARTICLE II

ALLOCATION OF PERCENTAGE INTERESTS, VOTES, AND COMMON EXPENSE LIABILITIES; UNIT IDENTIFICATION AND BOUNDARIES

- Section 2.1 Percentage Interests, Votes and Common Expense Liabilities.
- 2.1.1 Attached as Exhibit "E" hereto is a list of all Phase 1 Units by their Identifying Numbers and the Percentage Interest appurtenant to each Unit. The Percentage Interest appurtenant to each Unit is a fraction, the numerator of which is the particular Unit and the denominator of which is the total number of Units in Phase 1 of the Planned Community. This percentage will change as additional Units are created by virtue of converting additional land through additional phases.
 - 2.1.2 The share of Common Expense Liability appurtenant to each Unit shall be in proportion to its Percentage Interest.
 - 2.1.3 Each Unit Owner shall have one vote in the Association per Unit Owned.
- Section 2.2 Unit Boundaries.
- 2.2.1 The title lines or boundaries of each Unit are situated as shown on the Declaration Plat attached hereto as Exhibit "D".
 - 2.2.2 Each Unit in the Planned Community is a single subdivided lot as depicted in the Declaration Plat herein attached as Exhibit "D". The Declaration Plat also indicate each Unit's Identifying Number.

ARTICLE III
ALLOCATION AND RESTRICTION OF COMMON ELEMENTS, CONTROLLED
FACILITIES, LIMITED COMMON ELEMENTS, AND LIMITED CONTROLLED
FACILITIES

Section 3.1 Common Elements.

Declarant has indicated on the Declaration Plat the areas of Real Estate that are to be used as Common Facilities. Upon completion of the Common Facilities by Declarant the same, if not contained in a Unit to be sold to a purchaser, will be conveyed in its entirety to the Association by the Declarant or a successor to the interest of the Declarant by the later of the date of conveyance of the last Unit that the Declarant reserves the right to include in the Planned Community. Any easements on property to be conveyed to a third-party purchaser shall be reserved in the deed conveyance. Notice is hereby made of the easements reserved in Section 5.1 herein. Without limiting the generality of Section 1.4.2 (E) hereof, the following portions of the Property are hereby designated as Common Elements:

- 3.1.1 Open Space Unit 45 and Stormwater Management Basin #7.
- 3.1.2 Mowing and landscaping throughout the Planned Community, including mowing (but excluding landscaping on the Units) within the Unit boundaries. **Pursuant to the Township ordinances and standards, the Association will be responsible for removing all snow from all walkways within the Planned Community. The Unit Owner shall be responsible for removing snow from their driveway. However the Association is responsible for relocating all snow from whatever source to areas designated by the Declarant and/ or Patton Township.**
- 3.1.3 Property insurance on the Units and Common Elements as set forth in Article XVI.
- 3.1.4 Any retaining wall constructed on Common Areas.
- 3.1.5 All Storm Drainage easements and Detention Basins as depicted on the Declaration Plat attached hereto as Exhibit "D."
- 3.1.6 All Sanitary and Sewer easements as depicted on the Declaration Plat attached hereto as Exhibit "D."
- 3.1.7 Any other areas shown and identified as such on the Declaration Plat attached hereto as Exhibit "D" and any amendment subsequently created.

Section 3.2 Binding Obligation.

The obligation of the Declarant to convey or lease to the Association the Common Facilities shall be binding on the Declarant and any successor in interest of the Declarant, whether or not the successor succeeds to any Special Declarant Rights. The conveyance of the Common Facilities will be for no consideration other than the Association's acceptance of the conveyance.

Section 3.3 Ownership of Common Facilities Prior to Association.

Declarant will own the Common Facilities prior to the conveyance to the Association.

- Section 3.4 Providing of Land as a Common Facility.
Declarant intends to provide land as a Common Facility, which will be located at Unit 65 of the Declaration Plat. Upon its completion, which shall be by the date of conveyance by the Declarant of the last Unit that the Declarant reserves the right to include in the Planned Community, the same shall become a Common Facility and shall be conveyed to the Association.
- Section 3.5 Storms Drains and Storm Water Management Basins.
Declarant, in the course of developing the Planned Community, will be installing storm drains and storm management basins as shown on the Declaration Plat. The same shall become a Common Facility and shall be maintained by the Association as easements, pursuant to the terms set forth in Section 3.4 herein.
- Section 3.6 Signage.
3.6.1 Entrance signs shall be located on Unit 6 and will be maintained as a Common Expense by the Association.
- Section 3.7 Limited Common Elements.
Those portions of the Common Elements serving only one or more, but fewer than all Units within the Planned Community, are Limited Common Elements allocated only to the Unit or Units which they serve. Without limiting the generality of Section 1.4.2(T) hereof, the following portions of the Property are hereby designated as Limited Common Elements:
3.7.1 The expense to maintain and repair the roof and siding of each building shall be shared as a Limited Common Expense of those Units within the building. The Association shall be responsible for coordinating the maintenance and repair and allocating the costs to those Units within the building.
3.7.2 Any other areas shown and identified as such on the Declaration Plat herein and any amendment subsequently created.
- Section 3.8 Controlled Facilities.
Those portions of the Real Estate, whether or not a part of a Unit, which are not a Common Facility and which are regulated, managed and controlled by the Association. Without limiting the generality of Section 1.4.2(I) hereof, the following portions of the Property are designated as Controlled Facilities:
3.8.1 Any other areas shown and identified as such on the Declaration Plat herein and any amendment subsequently created.
- Section 3.9 Limited Controlled Facilities.
Those portions of Controlled Facilities, other than the Controlled Facilities which are themselves part of a Unit allocated by or pursuant to the Declaration for the exclusive use of one or more, but fewer than all of the Units. Without limiting the generality of Section 1.4.2(W), the following portions of the Property are designated as Limited Controlled Facilities:

3.9.1 Any areas shown and identified as such on the Declaration Plat herein and any amendment subsequently created.

Section 3.10 Use of and Maintenance of Sidewalks.

All Unit Owners, their families, guests and invitees shall have a non-exclusive easement for pedestrian uses over and upon all sidewalks even if those sidewalks are designated as Limited Common Elements appurtenant to one or more Units.

Unless otherwise provided herein, each Unit Owner shall be responsible for the maintenance, repair and cleaning of that portion of the sidewalks along the public road that abuts their Unit. The Association shall be responsible for snow removal for the portion of the sidewalk along the public road for all Units and along the Common Area. The Association shall be responsible for the maintenance, repair, snow removal and cleaning of that portion of the sidewalks along the public road that abuts a Common Element Facility.

Section 3.11 Surface Parking Spaces; Other Areas.

The Declarant reserves the right to designate any number of surface parking spaces, all as shall be shown on the Declaration Plat, as Limited Common Elements serving those Units located within an adjacent building.

Section 3.12 Changes by Executive Board.

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

ARTICLE IV

MAINTENANCE, REPAIR AND REPLACEMENT RESPONSIBILITIES

Section 4.1 Maintenance Responsibilities.

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

Section 4.2 Association Maintains Common Elements and Limited Common Elements

4.2.1 The Association shall maintain, repair, and replace all of the Common Elements and Limited Controlled Elements, as defined in this Declaration (except the portions of the Limited Common Elements which are required by this Declaration or By-Laws to be maintained, repaired, or replaced by the Unit Owner) so that the same are in good order and repair and in an attractive condition consistent with a residential community, and in connection therewith, the Association shall continually keep and maintain, or cause to be continually kept and maintained, all improvements to the Common Elements and Limited Controlled Elements in a safe, sightly, and

serviceable condition which repair and maintenance shall include replacement, cleaning, lighting, painting, landscaping, removing obstructions, snow, water, and ice from private streets, re-paving and surfacing the curbs, walks, utilities, and drainage facilities, directional signs and lighting facilities as necessary from time to time. Maintenance of the Common Elements by the Association includes the payment of all utility charges applicable to the Common Elements and if necessary, the Limited Common Elements.

4.2.2 Notwithstanding the above, each Unit Owner will be responsible for general yard maintenance for any easement areas that cross their Units.

Section 4.3 Units and Limited Common Elements.

Each Unit Owner shall maintain, repair, and replace, at his own expense, all portions of his Unit and the Limited Common Elements appurtenant thereto in safe, clean condition, except the portions which are required by this Declaration or By-Laws to be maintained, repaired, or replaced by the Association.

Section 4.4 Action by Executive Board to Remedy Unsatisfactory Conditions.

Any person authorized by the Executive Board shall have the reasonable right of access to all portions of the Property, including a Unit, for the purpose of correcting any condition threatening any other Unit or the Common Elements, and for the purpose of performing installations, alterations, or repairs; for the purpose of reading, repairing, replacing utility meters and related pipes, valves, wires, and equipment; and for other proper purposes provided that all requests for entry are made in advance and that any such entry is at a time reasonably convenient to the affected Unit Owner. In case of any emergency, reasonable attempts to notify a Unit Owner shall be made, however, such right of entry shall be immediate, whether or not the Unit Owner is present at the time. If damage is inflicted on the Common Elements, Controlled Facilities, or Limited Controlled Facilities, or on any Unit through which access is taken, the Unit Owner is responsible for the damage or the Association, if it is responsible, is liable for the prompt repair of the damage.

ARTICLE V **EASEMENTS**

Section 5.1 Additional Easements.

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

5.1.1 Stormwater Easement in favor of The Single Family Homes at Gray's Pointe. An easement is reserved for the flow and retention of stormwater into the Property, specifically the Open Space Units, in favor of adjacent The Single Family Homes at Gray's Pointe Planned Community. The Single Family Homes at Gray's Pointe shall provide a reciprocal stormwater easement in favor of The Multi Family Homes at Gray's Pointe for

stormwater. Regardless of the amount or source of flow, the respective Planned Community shall be responsible to maintain all of the stormwater and devices within their respective Property without contribution from the other Planned Community or other source (i.e. the proposed commercial lot set forth in Plan Book 94 at Page 64).

- 5.1.2 Reservation by Declarant of additional Stormwater Easement. Declarant hereby reserves a stormwater easement over and upon the Property for the flow and retention of stormwater from additional lands owned or controlled by the Declarant. The Declarant or successor-interest shall be responsible for contributing towards the cost of maintenance and repair based on a pro-rata share calculated by an engineer's report setting forth the respective flow from the contributing lands. The Declarant shall choose the engineer. The cost of the report shall be divided by the number of parties contributing towards the stormwater.
- 5.1.3 Recreational Easement in favor of The Single Family Homes at Gray's Pointe. An easement is reserved for recreational access to the Open Space Units in favor of adjacent The Single Family Homes at Gray's Pointe Planned Community. The Single Family Homes at Gray's Pointe shall provide a reciprocal recreational access easement in favor of The Multi Family Homes at Gray's Pointe. Regardless of the use or frequency of visits, the respective Planned Community shall be responsible to maintain all of the Open Space Units within their respective Property without contribution from the other Planned Community or other source (i.e. the proposed commercial lot set forth in Plan Book 94 at Page 64).
- 5.1.4 Common Elements. Declarant reserves the right to place one or more models, management offices, and sales offices on any portion of the Common Elements in such manner, of such size, and in such locations as Declarant deems appropriate. Declarant may from time to time relocate models, management offices, and sales offices to different locations within the Common Elements. Declarant shall have the right to remove any such models, management offices, and/or sales offices from the Common Elements at any time up to thirty (30) days after Declarant ceases to be a Unit Owner. Upon the relocation of a model or office constituting a Common Element, Declarant may remove all personal property and fixtures therefrom. Any further fixtures not so removed shall be deemed Common Elements, and any personal property not so removed shall be deemed the property of the Association.
- 5.1.5 Signs. Subject to any limitation in the Declaration, Declarant may maintain signs in the Declarant's Units or on the Common Elements advertising Units in the Planned Community owned by the Declarant for sale or lease.
- 5.1.6 Units. Declarant shall have the right to locate, relocate, and maintain offices and models used only in connection with management of or sale or rental of Units owned by the Declarant in the Planned Community, in the Declarant's Unit or Units in the Planned Community notwithstanding the fact that the Declaration would otherwise preclude use of the Units for such purposes, but subject to all other provisions in the Declaration, including without

limitation, modification, or elimination of the Declarant's rights under this subsection by specific reference thereto.

- 5.1.7 Utility Easements. The Units and Common Elements, which includes Common Facilities and/or Controlled Facilities, shall be, and are hereby, made subject to easements in favor of the Declarant, appropriate utility and service companies and governmental agencies or authorities for such utility and service lines and equipment as may be necessary or desirable to serve any portion of the Property. The easements created in this Section 5.1.4 shall include, without limitation, rights of Declarant, or the providing utility or service company, or governmental agency or authority to install, lay, maintain, repair, relocate, and replace gas lines, pipes, and conduits, water mains and pipes, sewer and drain lines, telephone wires and equipment, television equipment and facilities (cable or otherwise), electric wire, conduits, and equipment, and ducts and vents over, under, through, along, and on the Units and Common Elements and/or Limited Common Elements. Notwithstanding the foregoing provisions of this Section 5.1.4, unless approved in writing by the Unit Owner or Unit Owners affected thereby, any such easement through a Unit shall be located either in substantially the same location as such facilities of similar facilities existed at the time of first conveyance of the Unit by the Declarant, or so as not to materially interfere with the use or occupancy of the Unit by its occupant.
- 5.1.8 Reciprocal Non-Exclusive Easement for Use of Utility Systems. Subject to compliance with applicable laws and regulations, and subject to obtaining the prior written consent of the Executive Board, which consent will not be unreasonably withheld, delayed, or conditioned, the Common Elements (including but not limited to the Limited Common Elements) shall be and are hereby made subject to a permanent, mutual, reciprocal, non-exclusive easement and right to tie into (and maintain and repair such tie in) and use the sanitary and storm sewers, water lines, and other utilities as may be constructed on the Common Elements and/or the Limited Common Elements for the mutual and reciprocal benefit of the Units, provided that such use shall not overburden such utilities or unreasonably interfere with the use thereof by the owners and occupants of other Units. The Association shall have the right to dedicate any utilities to a public utility or other proper entity.
- 5.1.9 Declarant's Easement to Correct Drainage. Declarant reserves an easement on, over, and under those portions of the Common Elements and/or Limited Common Elements not located within a Building for the purpose of maintaining and correcting drainage of surface water in order to maintain reasonable standards of health, safety, and appearance. The easement created by this Section 5.1.6 expressly includes the right to cut any trees, bushes, or shrubbery, to grade the soil, or to take any other action reasonably necessary to achieve this purpose, following which Declarant shall restore the affected property as closely to its original condition as practicable.
- 5.1.10 Easement for Construction and Maintenance of Building. In connection with work performed within Unit title lines, incidental encroachments upon

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

- 5.1.11 Easement for Use of Recreational Area. Each Unit Owner is hereby granted non-exclusive perpetual right and easement access to and enjoyment in common with others of the amenities and recreational facilities.

ARTICLE VI

COMPLETION OF COMMON FACILITIES

- Section 6.1 Time for Completion.
Improvements to Common Facilities will be completed at the discretion of the Declarant, but in no event will the Common Facilities be completed later than the day of conveyance or lease, by Declarant of the last Unit, which the Declarant reserves the right to include in the Planned Community or the date of the expiration of the rights under Section 5211 of the Act.
- Section 6.2 Responsibility for Common Facilities Until Completed.
Until the Common Facilities are completed, the Declarant shall be solely responsible for real estate taxes assessed against or allocable to the Common Facilities and for all other expenses in connection with the construction of the Common Facilities.
- Section 6.3 Bonding of Common Facilities.
Declarant is not providing any third party guarantee, bond, escrow, letter of credit, or other mechanism to assure completion of the Common Facilities and the only guarantee of completion is Declarant's own guarantee.

ARTICLE VII

AMENDMENT OF DECLARATION

- Section 7.1 Amendment Generally.
This Declaration, including the Declaration Plat, may be amended only by vote of at least sixty-seven (67%) percent of the Unit Owners of the Association, except unanimous consent of all Unit Owners affected shall be required to create or increase Special Declarant Rights, alter the terms or provisions governing the completion or conveyance or lease of Common Facilities, or increase the number of Units or change in the boundaries of any Unit, the Common Expenses, Liability, or voting strength in the Association allocated to a Unit, or the uses to which a Unit

is restricted. No Declaration provisions pursuant to which any Special Declarant Rights have been reserved to a Declarant shall be amended without the express written joinder of the Declarant in such amendment. This Section shall not apply to amendment executed by a Declarant under Section 5210 (e) or (f) (relating to Declaration Plat), Section 5211 (a) (relating to conversion and expansion of Flexible Planned Communities), Section 5212 (a) (relating to withdrawal or Withdrawable Real Estate), or amendments executed by the Association under Section 5107 (relating to eminent domain), Section 5209 (relating to Limited Common Elements), Section 5215 (relating to subdivision or conversion of Units), or amendments executed by certain Unit Owners under Section 5209 (b) and Section 5214 (a) (relating to relocation of boundaries between Units), Section 5215 and Section 5220 (b) (relating to termination of Planned Community). The requirements of the storm water management system established herein may not be amended.

Section 7.2 Technical Corrections.

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

Section 7.3 Rights of Secured Lenders.

Annexation of additional properties, mergers, and consolidations, dedication of Common Areas, and amendment of the Declaration, does not require prior approval of HUD/VA as long as the Declarant exercises its Special Declarant Rights which extend for a period of time of seven (7) years from the date of the first conveyance of a Unit to a person other than the Declarant; provided, however, that the Special Declarant's Rights will terminate sixty (60) days after conveyance of seventy-five percent (75%) of the Units which may be created to Unit Owners other than Declarant (hereinafter "Declarant Control Period"). Notice is made that the Declarant retains the right to unilaterally convert Convertible Real Estate, add additional Real Estate, and withdraw Withdrawable Real Estate, cause mergers and consolidations for a period of ten (10) years, as set forth in Articles XIV and XV, as well as Sections 5211 and 5212 of the Act.

ARTICLE VIII
USE RESTRICTIONS

Section 8.1 Use and Occupancy of Units, as well as Common and Limited Common Elements and Facilities.

The occupancy and use of the Units, Common Elements, Limited Common Elements, Common Facilities and Limited Common Facilities shall be subject to the following restrictions:

8.1.1 Prohibited Uses and Nuisances.

A. Itemization. Except for the activities of Declarant during original development:

1. Only dwelling houses as defined herein shall be used for residential purposes upon said Units. Only one attached dwelling, not to exceed two stories in height shall be erected on each unit.
2. Each dwelling shall conform in general architectural design, quality and workmanship and materials to existing dwelling houses in this Planned Community Development. Minimum square footage of living space of all dwellings, excluding basements and garages, must be at least twelve hundred (1,200) square feet.
3. The Declarant shall maintain architectural control over the construction of the Units during the Declarant Control Period. At the end of the Declarant Control Period, the Association, by and through the Architectural Review Committee, shall maintain architectural control over the construction of the Units and shall require all Unit Owners, with the exception of the Declarant or Builder, to contract with an architectural firm as determined by the Architectural Review Committee which is capable of conforming to the architectural specifications of the Planned Community.
4. Each structure must meet the minimum set back requirements as established by Patton Township, Centre County, Pennsylvania.
5. The erection and maintenance of any structure of a temporary and/or permanent character, such as a tent, trailer, barn, shed or any other type of out building, is prohibited during the Declarant Control Period. Following transfer of control to the Association, an affirmative vote of sixty-seven (67%) percent of the Unit Owners will be required to allow such temporary and/or permanent structures within the Planned Community Development, which will be subject to such guidelines as the Association may hereafter adopt. No temporary or other structure of any kind, as referenced in this Section 8.1.1(A)(5), shall at any time be used for residential purposes.
6. Said Units, as herein above provided, shall be used for residential or dwelling purposes and no business, mercantile, commercial, or

manufacturing enterprise or activity of any kind shall be conducted thereon with the exception of such home occupations as permitted by the zoning ordinances established by the governing municipality and approved by the Declarant.

7. The erection and maintenance of any type of sign (i.e. billboards, signboards, or other advertising contrivance or medium) is prohibited, with the exception of the entrance sign and signs for professional purposes, not to exceed in area one square foot, or a sign advertising the property for sale or rent, not exceeding five square feet, or signs used by the builder to advertise the property during the construction and sales period. All signage must be in compliance with the Patton Township Ordinances for signage. At no time will "for sale" signs be permitted at the entrance sign areas or other Common Areas throughout the Planned Community Development.
8. No animals, livestock, horses or poultry of any kind shall be kept for breeding or commercial use. Domestic animals shall be maintained within the municipality ordinances. No Unit Owner shall be allowed to have more than three (3) domestic animals, which shall be defined as dogs, cats or other indoor household animals, also referred to as pets. All pets must be on a leash when outside unless the pet is confined within the Unit subject to an electric fence and pet Unit Owners must carry a sanitary utensil to clean up after their pets when outside of the boundaries of the Unit Owner's property. Domestic animals are to be housed inside the dwelling, no exterior pet houses will be allowed.
9. All trash, garbage and refuse shall be stored in covered metal or plastic receptacles and concealed from view by an enclosure or screening approved by Declarant, their successors and assigns. Trash may be visible only on the day or night before the day of trash pickup by the municipality. All incinerators or other equipment for the storage or disposal of such matter shall be maintained in a clean and sanitary condition.
10. The use of any Unit or part thereof as a dumping ground for garbage and rubbish is strictly prohibited. All excess fill from home construction shall be required to be dumped in such areas as indicated by the Declarant.
11. All landscaping within the Common Area will be conducted by the Association as a Common Expense.
12. No fences shall be permitted in the Planned Community. Underground, electric pet fences shall be permitted.

13. No building, garage, wall or other structure shall be commenced, erected, or maintained, nor shall any addition to or change or alteration therein be made until the plans and specifications, showing the nature, floor plan, location, and approximate cost of such structure and the grading plan of the lot upon which such structure is to be built, shall have been submitted to and been approved in writing by Declarant, as hereinafter defined. Approval or disapproval of said plans and specifications by the Declarant shall be absolute and final.
14. Any activity which is noxious or offensive and inconsistent with the residential character of the neighborhood is strictly prohibited, and is herewith declared to be a public nuisance and abatable as much.
15. No pools hot tubs or spas shall be permitted.
16. No permanent clothesline or any structure used for the drying of clothing or housewares shall be visible upon any lot when viewing the front of the structure. The temporary umbrella type may be used during the day, only if disassembled by dusk every evening.
17. No rooftop or other type of antennas shall be permitted to be installed on any exterior portion of the Unit. No more than one (1) satellite dish per Unit is permitted, which can be no larger than twenty-four inches (24") in diameter. All satellite dishes must be placed on the rear of the Unit, and are subject to approval from the Architectural Review Committee as to their location and color, which approval may not be unreasonably withheld.
18. No unlicensed, uninspected, or unregistered motor vehicle may be maintained or kept on any Unit of the said Planned Community. In addition, no repair work will be done on any motor vehicle in the Planned Community. Any vehicle with hauling capacity of over one (1) ton shall not be permitted to park on or adjacent to the Units.
19. No automobile bodies, junk, erected cars, rubbish or other debris shall be kept on any Unit. All Units shall be kept neat and clean and free from refuse and weeds and nothing shall be placed, kept, stored, or maintained thereon which may constitute a nuisance or annoyance to Unit Owners or the residents of the subdivision. The responsibility of the Unit Owner to keep the grass and vegetation mowed and maintained on the Unit shall commence from the time of the Unit purchase. Further, Unit Owner shall comply with all Patton Township Ordinances related to the aforementioned.
20. No motor homes, boats, campers, trailers, gliders or other recreational vehicles of any size may be kept on the property unless parked in the garage with the garage door down.

21. No Unit shall be re-subdivided into two (2) or more Units; however, two (2) Units may be merged to form a single Unit.
22. No games courts shall be permitted on a Unit without the prior approval of the Architectural Review Committee.
23. No trampolines will be permitted on a Unit.
24. An outside electric eye pole light must be installed in each Unit prior to the completion of the dwelling Unit and must be maintained thereafter. The pole light must be lighted at all times, from sundown to sunup; it must be regulated by an automatic day and night switch or photocell, and it must have at least a one hundred (100) watt bulb. The pole light shall be wired directly to the electric panel box and shall not have an in-line switch.
25. Solar collection panels shall not be permitted.
26. No Unit may be used as a means of access, ingress, egress or regress to or from any other real estate, except with Declarant's written consent, which may be withheld for any reason.
27. Each Unit Owner shall refrain from interference with natural drainage courses and swales within the Planned Community.
28. Declarant and Builder shall have the sole right to erect, maintain and operate real estate sales, management and/or construction offices on any part of the Property and/or in any dwelling house now or hereinafter erected on any Unit provided such offices are solely used and operated in connection with the development of the Property or the building of structures on the Units, or the management, rental or sale of any part of the Unit, or of structures now or hereafter erected thereon, but no part of the Property, nor any part of any dwelling now or hereafter erected thereon, shall be used for any of the aforesaid purposes set forth in this paragraph without written consent and approval of Declarant, in his sole, reasonable discretion, being first had and obtained. Successor Declarant shall not enjoy the rights granted by this paragraph unless instrument signed by Declarant, expressly granting such right has been recorded in the Centre County Recorder of Deeds.
29. These conditions, reservations, covenants, and restrictions shall apply to all Units shown on the aforesaid Subdivision Plan whether vacant or improved and to all structures erected or to be erected thereon as well as to the alteration or improvement of or addition to any such structures.

30. Enforcement of these covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. Non-compliance to violations shall be assessed violation fees of up to \$50.00 per day and fifteen percent (15%) interest, plus any court, magistrate, penalties, fines and attorney fees incurred by the Association in the process of enforcing compliance of the violation.
31. Reasonable rules and regulations, not in conflict with the provisions of this Declaration, concerning the use and enjoyment of the Property, may be promulgated from time to time by the Executive Board, subject to the right of the Association to change such rules and regulations. Copies of the then, current rules and regulations and any amendments thereto shall be furnished to all Unit Owners by the Executive Board promptly after the adoption of such rules and regulations or any amendments thereto.
32. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

8.1.2 Survival of Article VIII.

The uses, restrictions, and architectural standards as set forth in this Article VIII shall survive the termination of the Planned Community. It is the intent of Declarant that the use restrictions shall run with the land.

ARTICLE IX
LEASING

- Section 9.1 Leasing Units. A Unit Owner may lease or sublease their Unit (but not less than their entire Unit) at any time and from time to time provided that (except for a lease or sublease made by (i) Declarant or (ii) an Eligible Mortgagee, which is either in possession or is a purchaser at a judicial sale):
- 9.1.1 No Unit may be leased or subleased for transient or hotel purposes or for a term of less than ninety (90) days.
 - 9.1.2 No Unit may be leased or subleased without a written lease or sublease approved first by the Executive Board. A copy of such lease or sublease shall be furnished to the Executive Board within ten (10) days after execution thereof.
 - 9.1.3 At no time shall a Unit be leased to more than three (3) unrelated parties.
 - 9.1.4 The rights of any lessee or sublessee of the Unit shall be subject to, and each such lessee or sublessee shall be bound by the covenants, conditions and restrictions set forth in this Declaration and the By-Laws and Rules and Regulations, and a default thereunder shall constitute a default under the lease or sublease; provided, however, that the foregoing shall not impose any direct liability on any lessee or sublessee of a Unit to pay any Assessments on behalf of the Owner of that Unit.

- 9.1.5 All leases of a Unit shall be deemed to include a provision that the tenant will recognize and attorn to the Association as landlord, solely for the purpose of having the power to enforce a violation of the provisions of the Declaration, the By-Laws and Rules and Regulations against the tenant, provided the Association gives the landlord notice of its intent to so enforce and/or reasonable opportunity to cure the violation prior to the commencement of an enforcement action.

ARTICLE X

BUDGETS; COMMON EXPENSES; ASSESSMENTS; AND ENFORCEMENT

- Section 10.1 Definition of Common Expenses. Common Expenses shall include:
- 10.1.1 Expenses of administration, maintenance, and repair or replacement of the Common Elements and/or Controlled Facilities; and
 - 10.1.2 Expenses declared to be Common Expenses by the Planned Community documents or the Act; and
 - 10.1.3 Expenses agreed upon as Common Expenses by the Association; and
 - 10.1.4 Such reserves as may be established by the Association, whether held in trust or by the Association, for repair, replacement or addition to the Common Elements and/or Controlled Facilities or any real or personal property acquired or held by the Association.
- Section 10.2 Apportionment of Common and Limited Common Expenses.
All Common Expenses shall be assessed against all Units in accordance with their respective Percentage Interests as shown on Exhibit "E," as defined in Article II of this Declaration. Common Expenses related to Limited Common Elements or Limited Controlled Facilities are assessed in equal shares against the Unit to which the Limited Common Elements or Limited Controlled Facilities were assigned at the time.
- Section 10.3 Annual Payments.
All Common Expense assessments made in accordance with Sections 2.1 and 10.2 of this Declaration to meet the requirements of the Association's annual budget shall be on a calendar year basis, payable in one (1) annual payment, which shall be due and payable to the Association, on or before, and no later than January 31st of each year. Special assessments shall be due and payable as set forth by the Executive Board. The Association reserves the right to submit monthly, quarterly or annual statements.
- Assessments for the first year shall be prorated from the date of settlement, utilizing the annual budget assessment schedule, for that current year, which shall be established by the Executive Board and used in the computation of the first year assessment amount due.

Section 10.4 Initial Capitalization Fees.

During the Declarant Control Period, Declarant reserves the right to charge an Initial Capitalization Fee for each Unit sold in the Planned Community. At the conclusion of the Declarant Control Period, the Executive Board may determine the amount of Initial Capitalization Fees.

The Initial Capitalization Fee shall be paid immediately upon transfer of the Deed for a Unit and shall be a one-time fee used by the Association for capital expenses and improvements in starting and maintaining the Association.

The amount of the Initial Capitalization Fee shall be set by the annual Association Budget, and disclosed in a Public Offering Statement or Resale Certificate provided by the Declarant or the Association.

Section 10.5 Subordination of Certain Charges.

Any fees, charges, late charges, fines, and interest which may be levied by the Executive Board pursuant to Section 5302 (a), (10), (11), and (12) of the Act, shall be subordinate to the lien of a Permitted Mortgage on a Unit.

Section 10.6 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 shall be held by the Association as reserves for future General Common Expenses.

Section 10.7 Assignment of Income Rights.

The Association may assign rights to future income, including payments made on account of assessments for General Common Expenses and Limited Common Expenses, to secure any loan obtained by the Association for repairs, replacements, or capital improvements to the Common Elements.

Section 10.8 Special Allocation of Expenses.

10.8.1 Any Common Expenses associated with the maintenance, repair, or replacement of a Limited Common Element or Limited Controlled Facility shall be assessed in equal shares against the Units to which that Limited Common Element or Limited Controlled Facility was assigned at the time the expense occurred.

10.8.2 Any Common Expense benefiting fewer than all of the Units shall be assessed exclusively against the Units benefited.

10.8.3 The costs of insurance shall be assessed in proportion to risk, and the costs of utilities that are separately metered to each Unit shall be assessed in proportion to usage.

10.8.4 If a Common Expense is caused by the negligence or misconduct of any Unit Owner, the Association may assess that expense exclusively against his Unit.

Section 10.9 Commencement of Assessments.

Common and Limited Common Expense assessments shall commence upon conveyance of a Unit to a third-party purchaser for value from the Declarant. **The Declarant will not be responsible for dues on Units not yet sold to a third-party purchaser for value unless the Declarant uses a Unit as a model home or sales office.**

Section 10.10 Personal Liability of Unit Owners.

The Owner of a Unit at the time a Common Expense assessment or portion thereof is due and payable is personally liable for the assessment. Personal liability for the assessment shall not pass to a successor in title to the Unit unless said successor agrees to assume the obligation.

Section 10.11 No Waiver of Liability for Common Expenses.

No Unit Owner may exempt himself from liability for payment of the Common Expenses by waiver of the use or enjoyment of the Common Elements or by abandonment of the Unit against which the assessments are made.

Section 10.12 Acceleration of Assessments.

In the event of default by the Unit Owner for a period of ten (10) days in the payment of any assessment levied against the Unit Owner's Unit, the Executive Board of the Association shall have the right to declare all unpaid assessments for the pertinent fiscal year to be immediately due and payable. Further, a late fee of fifteen percent (15%) of the total fee annually, on the delinquency, and a penalty of Five Dollars (\$5.00) per day will be assessed. In addition, attorney's fees equal to fifteen percent (15%) of the total due and payable shall be assessed.

Section 10.13 Confessions of Judgment.

IN ORDER TO EXPEDITE THE EXECUTIVE BOARD'S COLLECTION OF ANY DELINQUENT ASSESSMENT, EACH UNIT OWNER (BY ACCEPTANCE OF THE DEED TO HIS UNIT) SHALL BE DEEMED TO HAVE APPOINTED ANY ONE OR MORE EXECUTIVE BOARD MEMBERS, THE ATTORNEY-IN-FACT FOR SUCH UNIT OWNER TO CONFESS JUDGMENT AGAINST SUCH UNIT OWNER IN ANY COURT OF COMPETENT JURISDICTION IN PENNSYLVANIA, FOR ANY SUCH UNPAID ASSESSMENTS, WHICH APPOINTMENT (BEING FOR SECURITY) SHALL BE IRREVOCABLE; AND FOR SO DOING A COPY OF THIS SECTION 10.13 AND SAID DEED, BOTH VERIFIED BY AFFIDAVIT, SHALL BE A SUFFICIENT WARRANT. THE AUTHORITY GRANTED HEREIN TO CONFESS JUDGMENT SHALL NOT BE EXHAUSTED BY ANY EXERCISE THEREOF BUT SHALL CONTINUE FROM TIME TO TIME AND ALL TIMES UNTIL THIS DECLARATION SHALL BE TERMINATED.

Section 10.14 Lien.

- 10.14.1 The Association has a statutory lien on a Unit for any assessment levied against that Unit or fine imposed against the Unit Owner from the time the assessment or fine becomes delinquent. Fees, including attorney's fees, late charges, fines, and interest charged pursuant to the Act and the Planned Community Documents are enforceable as assessments under this Section. If an assessment is payable in installments, and one or more installments are not paid when due, the entire outstanding balance of the assessment becomes effective as a lien from the due date of the delinquent installment.
- 10.14.2 Recording of this Declaration constitutes record notice and perfection of the lien. No further recordation of any claim of lien for assessment under this Section is required.
- 10.14.3 Any lien for delinquent assessments or other charges that the Association has on a Unit will be subordinate to a first mortgage on the Unit, if the mortgage was recorded before the due date of the assessment or the due date of the unpaid installment, if the assessment is payable in installments.
- 10.14.4 If a holder of a first mortgage on a Unit forecloses that mortgage, the purchaser at the foreclosure sale is not liable for any unpaid assessments against the Unit which became due before the sale, other than the assessments which are prior to that mortgage in accordance with the provisions of the Act. Any unpaid assessments not satisfied from the proceeds of sale become Common Expenses collectible from all the Unit Owners, including the purchaser.
- 10.14.5 Any fees, including attorney's fees, late charges, fines, and interest which may be levied by the Executive Board pursuant to Section 5301 (a) (10), (11), and (12) of the Act, shall be subordinate to the lien of a first mortgage on a Unit.
- 10.14.6 The Association's lien may be foreclosed in a like manner as a mortgage on a real property.
- 10.14.7 This Section does not prohibit actions to recover sums for which this Section creates a lien or prohibit the Association from taking a deed in lieu of foreclosure.
- 10.14.8 A judgment or decree in any action brought under this Section shall include costs and reasonable attorney's fees for the prevailing party.
- 10.14.9 A lien for unpaid assessments is extinguished unless proceedings to enforce the lien are instituted within three (3) years after the assessments become payable; provided, that if an Owner of a Unit subject to a lien under this Section files a petition for relief under the United States Bankruptcy Code, the period of time for instituting proceedings to enforce the automatic stay of proceedings under Section 362, or succeeding Sections if amended, of the Bankruptcy Code is lifted.
- 10.14.10 Any payments received by the Association in the discharge of a Unit Owner's obligation may, at the Association's discretion, be applied to the oldest balance due.

Section 10.15 Association Records.

The Association shall keep financial records sufficiently detailed to enable the Association to comply with Section 5407 of the Act. All financial and other records shall be made reasonably available for examination by any Unit Owner and his authorized agents.

Section 10.16 Statement of Unpaid Assessments.

On written request, the Association shall furnish to a Unit Owner a statement in recordable form setting forth the amount of unpaid assessments currently levied against the Unit and any credits of surplus in favor of his Unit as required by Section 5315 (h) of the Act. The statement shall be furnished within ten (10) business days after receipt of the request and is binding on the Association, the Executive Board, and every Unit Owner.

ARTICLE XI
RIGHTS OF PERMITTED MORTGAGEES

Section 11.1 Reports and Notices.

Upon the specific written request of a holder of a mortgage on a Unit or its servicer to the Executive Board, the mortgagee shall be entitled to receive some or all or the following as designated in the request:

- 11.1.1 Copies of budgets, notices of assessment, or any other notices or statements provided under this Declaration by the Executive Board to the Owner of the Unit covered by the mortgage;
- 11.1.2 Any audited or unaudited financial statements of the Association which are prepared for the Association and distributed to the Unit Owners;
- 11.1.3 Copies of notices of meetings of the Unit Owners and the right to designate a representative to attend such meetings;
- 11.1.4 Notice of the decision of the Unit Owners to make any material amendment to this Declaration;
- 11.1.5 Notice of any default by the Owner of the Unit, which is subject to the mortgage, where such default is not cured by the Unit Owner within thirty (30) days after the giving of notice by the Association to the Unit Owner of the existence of the default;
- 11.1.6 The right to examine the books and records of the Executive Board at any reasonable time; or
- 11.1.7 Notice of any decision by the Executive Board to terminate professional management and assume self-management of the Property.

The request of a mortgagee or its servicer shall specify which of the above items it desires to receive and shall indicate the address to which any notices or documents shall be sent by the Executive Board. The Executive Board need not inquire into the validity of any request made by a mortgagee hereunder.

Failure to comply with the requirements set forth above shall in no way invalidate otherwise proper actions of the Association and the Executive Board.

ARTICLE XII
EXECUTIVE BOARD; DECLARANT'S RIGHTS; SPECIAL DECLARANT RIGHTS

Section 12.1 Overview.

There shall be an Executive Board for the Association. The number of Executive Board members of the Association shall be five (5), of which three (3) shall be Initial Directors/ Executive Board members, and two (2) Executive Board member positions shall be added per Article XII, Section 12.2.2.

Section 12.2 Control.

Subject to the provisions below, Declarant's control of the Association will extend from the date of the first conveyance of Unit to a person other than a Declarant for a period of not more than seven (7) years, provided, however, that notwithstanding the foregoing Declarant's control shall terminate regardless no later than the earlier of sixty (60) days after conveyance of seventy-five percent (75%) of the Units which may be created to Unit Owners other than the Declarant, two (2) years after all Declarant's have ceased to offer Units for sale in the ordinary course of business, or two (2) years after any development right to add new Units was last exercised.

12.2.1 Until the sixtieth (60th) day after conveyance of twenty-five percent (25%) of the Units, which may be created to Unit Owners other than Declarant, Declarant shall have the right to appoint and remove any and all officers and members of the Executive Board. Declarant may not unilaterally remove any members of the Executive Board elected by Unit Owners other than Declarant.

Not later than sixty (60) days after conveyance of twenty-five percent (25%) of the Units which may be created to Unit Owners other than Declarant, one (1) additional Executive Board member, who shall comprise not less than twenty-five percent (25%) of the Executive Board, shall be elected by Unit Owners other than Declarant. Not later than sixty (60) days after conveyance of fifty percent (50%) of the Units, which may be created to Unit Owners other than Declarant, one (1) additional Executive Board member, who shall comprise not less than thirty-three percent (33%) of the members of the Executive Board, shall be elected by Unit Owners other than Declarant.

Section 12.3 Declarant Rights.

Declarant reserves unto itself all Special Declarant Rights as defined in Section 5103 of the Act and as defined under Section 1.4.2(X) of this Declaration, now or as amended in the future.

ARTICLE XIII
LIMITATION OF LIABILITY

Section 13.1 Standard of Conduct.

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

Section 13.2 Good Faith Reliance.

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

- 13.2.1 One or more other officers or employees of the Association whom the officer or Executive Board member reasonably believes to be reliable and competent in the matter presented.
- 13.2.2 Counsel, public accountants, or other persons as to matters which the officer or member of the Executive Board reasonably believes to be within the professional or expert competence of such person.
- 13.2.3 A committee of the Executive Board upon which he does not serve, duly designated in accordance with law, as to matters, within its designated authority, which committee the officer or member of the Executive Board reasonably believes to merit confidence.

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

Section 13.3 Limited Liability.

No Executive Board member or officer, in his capacity as such, shall be personally liable for monetary damages for any action taken, or any failure to take any action,

unless he has breached or failed to perform the duties of his office under the standards described above; provided, however, that the provisions of this Section 13.3 shall not apply to the responsibility or liability of an Executive Board member or officer pursuant to any criminal statute, or to the liability of an Executive Board member or officer for the payment of taxes pursuant to local, state, or federal law.

Section 13.4 Indemnification.

To the extent permitted under Pennsylvania law, each member of the Executive Board, in his capacity as an Executive Board member, officer, or both, shall be indemnified by the Association against all expenses and liabilities, including attorney's fees, reasonable incurred by or imposed upon him in connection with any proceeding in which he may become involved by reason of his being or having been a member and/or officer of the Executive Board, or any settlement of any such proceeding, whether or not he is an Executive Board member, officer, or both at the time such expenses are incurred, except in such cases wherein such Executive Board member and/or officer is adjudged to be in breach of the standards of conduct described above; provided that, in the event of a settlement, this indemnification shall apply only if and when the Executive Board (with the affected member abstaining if he is then an Executive Board member and/or officer) approves such settlement and reimbursement as being in the best interests of the Association; and provided further that, indemnification hereunder with respect to any criminal action or proceeding is permitted only if such Executive Board member and/or officer had no reasonable cause to believe his conduct was unlawful. The indemnification by the Unit Owners set forth in this Section 13.4 shall be paid by the Association on behalf of the Unit Owners and shall constitute a Common Expense and shall be assessed and collectible as such. Such right of indemnification shall not be deemed exclusive of any other rights to which such Executive Board member and/or officer may be entitled as a matter of law or agreement or by vote of the Unit Owners or otherwise.

To the extent permissible under Pennsylvania law, expenses incurred by an Executive Board member and/or officer in defending a civil or criminal action, suite, or proceeding shall be paid by the Association in advance of the final disposition of such action, suit, or proceeding upon the request of the Executive Board member and/or officer, after the Association has received an undertaking by or on behalf of such person to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Association.

Section 13.5 Directors & Officers Insurance.

The Executive Board shall obtain and maintain insurance to satisfy the indemnification obligation of the Association and all Unit Owners set forth in Section 13.4 above, if and to the extent available at reasonable cost.

ARTICLE XIV
OPTION TO WITHDRAW REAL ESTATE

Section 14.1 **Declarant's Option to Withdraw Withdrawable Real Estate.**

Declarant hereby explicitly reserves an option, until the tenth (10th) anniversary of the recording of this Declaration, to withdraw Withdrawable Real Estate from the Planned Community from time to time in compliance with Section 5212 of the Act, without the consent of any Unit Owner or holder of a mortgage on any Unit. This option to withdraw may be terminated prior to such anniversary only upon the filing of an amendment to this Declaration by the Declarant. Declarant expressly reserves the right to withdraw any or all portions of the Withdrawable Real Estate at any time, at different times, in any order, without limitation and without any requirement that any other Real Estate be withdrawn, added, or converted, except as set forth in Section 5212 of the Act; provided, however, that the Withdrawable Real Estate shall not exceed the area described as such on Exhibits "C" attached hereto. There are no other limitations on this option to withdraw the Withdrawable Real Estate from the Planned Community.

ARTICLE XV
CONVERTIBLE REAL ESTATE

Section 15.1 **Reservation.**

Declarant hereby explicitly reserves an option, until the tenth (10th) anniversary of the recording of this Declaration, to convert all or any portion of the Convertible Real Estate to Units, Common Elements, Limited Common Elements, Controlled Facilities, Limited Controlled Facilities, or any combination thereof from time to time in compliance with Section 5211 of the Act, without the consent of any Unit Owner or holder of a mortgage on any Unit. This option to convert may be terminated prior to such anniversary only upon the filing of an amendment to this Declaration by the Declarant. Declarant expressly reserves the right to convert any or all portions of the Convertible Real Estate at any time, at different times, in any order, without limitation, and without any requirement that any other Real Estate be converted, added, or withdrawn; provided, however, that the Convertible Real Estate shall not exceed the area described as such on Exhibit "C" attached hereto. There are no other limitations on this option the convert Convertible Real Estate.

Section 15.2 **Assurances.**

If the Convertible Real Estate is converted, the Units on the Convertible Real Estate will be located approximately as shown on the Plat and Plans. At such time as the Convertible Real Estate is completely converted, the maximum number of Units in the Planned Community as an aggregate will be no more than one hundred fifty six (156) total residential Units and two (2) Open Space Units. All the Units shall be restricted to residential use, storage, or outside parking. Any buildings to be renovated or constructed within the Convertible Real Estate and Units therein shall be compatible in quality, size, materials, and architectural style with the existing buildings. All restrictions in this Declaration affecting use, occupancy, and

alienation of Units shall apply to Units created within the Convertible Real Estate. No assurances are made as to any other improvements to be made or created in the Convertible Real Estate, nor the proportion of Common or Limited Common Elements to Units therein. The reallocation of Percentage Interests in the Convertible Real Estate and the Property shall be computed as required by Section 2.1, above. In the event that Declarant shall not convert, or converts and then subsequently withdraws, any portion of the Convertible Real Estate, Declarant shall nevertheless have the right to develop the Real Estate described in Exhibit "C" and operate the same without restriction, except as set forth above. The Declarant does not intend to add additional real estate to this Planned Community.

ARTICLE XVI

INSURANCE

Section 16.1 Coverage.

To the extent reasonably available, the Executive Board, commencing no later than the time of the first conveyance of a Unit to a person other than the Declarant shall obtain and maintain insurance coverage as set forth in this Article. If such insurance is not reasonably available, and the Executive Board determines that any insurance described herein will not be maintained, the Executive Board shall cause notice of that fact to be hand delivered or be sent prepaid by United States mail to all Unit Owners and Eligible Mortgagees at their respective last known addresses.

Section 16.2 Property Insurance.

16.2.1 Property insurance covering:

- A, The project facilities, which term means all Buildings on the property, including the Units and all fixtures, equipment and any improvements and betterments whether a part of the Unit or a Common Element or a Limited Common Element, and such personal property of Unit Owners as is normally insured under building coverage, but excluding land, excavations, portions of foundations below the under surface of the lowest basement floors, underground pilings, piers, pipes, flues and drains and other items normally excluded from property policies; and

- B. All personal property owned by the Association.

16.2.2 Amounts. The project facilities for an amount (after application for any deductions) equal to ninety percent (90%) of their actual cash value at the time the insurance is purchased and at each renewal date. Personal property owned by the Association for an amount equal to its actual cash value.

The Executive Board is authorized to obtain appraisals periodically for the purpose of establishing said replacement costs of the project facilities and the actual cash value of the personal property and the cost of such appraisals shall be a Common Expense.

16.2.3 Risks Insured Against. The insurance shall afford protection against all risks of direct physical loss commonly insured against.

16.2.4 Other Provisions. Insurance policies required by this Section shall provide that:

- a. The insurer waives the right to subrogation under the policy against a Unit Owner or member of the household of Unit Owner;
- b. An act or omission by a Unit Owner, unless acting within the scope of the Unit Owner's authority on behalf of the Association will not void the policy or be a condition to recovery under the policy;
- c. If, at the time of a loss under the policy, there is other insurance in the name of the Unit Owner covering the same risk covered by the policy, the Association's policy provides primary insurance;
- d. Loss must be adjusted within the Association;
- e. Insurance proceeds must be paid to any insurance trustee designated in the policy for the purpose, and in the absence of such designation to the Association, in either case to be held in trust for each Unit Owner and each Unit Owner's Mortgagee;
- f. The insurer may not cancel or refuse to renew the policy until thirty (30) days after notice of the proposed cancellation or a non-renewal has been mailed to the Association, each Unit Owner and each holder of a mortgage to whom a certificate or memorandum of insurance has been issued at their respective last known addresses; and
- g. The name of the insured shall be substantially listed as follows: The Multi Family Homes at Gray's Pointe Association, for the use and benefit of the individual Unit Owners.

Section 16.3 Liability Insurance.

Liability Insurance, including medical payments insurance, in an amount determined by the Executive Board, but in no event less than One Million (\$1,000,000.00) Dollars covering all occurrences commonly insured against for death, bodily injury and property damage arising out of or in connection with the use, ownership or maintenance of the Common Elements, Limited Common Elements and the activities of the Association.

16.3.1 Other Provisions. Insurance policies carried pursuant to this Section shall provide that:

- a. Each Unit Owner is an insured person under the policy with respect to liability arising out of the Unit Owner's Percentage Interest in the Association.
- b. The insurer waives the right to subrogation under the policy against any Unit Owner or member of the household of Unit Owner.
- c. An act or omission by any Unit Owner, unless acting within the scope of the Unit Owner's authority on behalf of the Association, will not void the policy or be a condition to recovery under the policy.
- d. If, at the time of a loss under the policy, there is other insurance in the name of a Unit Owner covering the same residence covered by the policy, the policy of the Association provides primary insurance.

Section 16.4 Fidelity Bonds or Employee Dishonesty Endorsement.

A blanket fidelity bond or Employee Dishonesty Endorsement is required for anyone who either handles or is responsible for funds held or administered by the Association, whether or not they receive compensation for their services. The bond or endorsement shall name the Association as obligee and shall cover the maximum funds that will be in the custody of the Association or the manager at any time while the bond or endorsement is in force, and in no event less than an amount equal to seven (7) months assessments for all Units plus reserve funds. The bond or endorsement shall include a provision that calls for ten (10) days written notice to the Association, to each holder of a mortgage in a Unit, to each servicer that services an FNMA-owned or FHLMC-owned mortgage on a Unit and to the insurance trustee, if any, before the bond or endorsement can be cancelled or substantially modified for any reason.

Section 16.5 Unit Owner Policies.

An insurance policy issued to the Association does not prevent a Unit Owner from obtaining insurance for his or her own benefit.

Section 16.6 Workers Compensation Insurance.

The Executive Board shall obtain and maintain Workers Compensation Insurance, if applicable, to meet the requirements of the laws of the Commonwealth of Pennsylvania.

Section 16.7 Directors and Officers Liability Insurance.

The Executive Board shall obtain and maintain Directors and Officers Liability Insurance if available, covering all of the directors and officers of the Association in such limits as the Executive Board may from time to time determine. The Executive Board shall obtain insurance to satisfy the indemnification obligation of the Association and all Unit Owners set forth above, if and to the extent available at reasonable cost.

Section 16.8 Other Insurance.

The Association may carry other insurance which the Executive Board considers appropriate to protect the Association or the Unit Owners.

Section 16.9 Premiums.

The premiums from any insurance policy obtained by the Executive Board shall be a Common Expense. The premiums from any insurance policy obtained by the Unit Owner for his or her own benefit shall be the Unit Owner's expense.

IN WITNESS WHEREOF, Gray's Woods, a Pennsylvania general partnership, as Declarant, has caused this document to be executed on this, the 15th day of October 2019.

WITNESS:

Richard L. Huey

Elizabeth M. Smith

Gray's Woods, a PA general partnership

By: [Signature]
Daniel R. Hawbaker, general partner

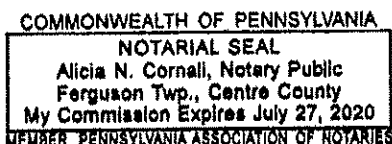
G.W. Venture One, LP, a DE
limited partnership, general partner
by: GW Venture Management, LLC,
a PA limited liability company

By: [Signature]
Robert E. Poole, Jr., Managing Member

COMMONWEALTH OF PA :
: ss.
COUNTY OF CENTRE :

On this, the 1st day of October, 2019, before me, the undersigned officer, personally appeared **Daniel R. Hawbaker**, who acknowledged himself to be a general partner of Gray's Woods, a Pennsylvania general partnership, and that he as such general partner, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the general partnership by himself as a general partner.

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

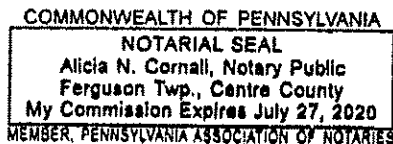


Alicia N. Cornali
Notary Public
My Commission Expires: July 27, 2020

COMMONWEALTH OF PA :
: ss.
COUNTY OF CENTRE :

On this, the 1st day of October, 2019, before me, the undersigned officer, personally appeared **Robert E. Poole, Jr.**, who acknowledged himself to be a Managing Member of GW Venture Management, LLC, a PA limited liability company, being a general partner of GW Venture One, LP, a general partner of Gray's Woods, a Pennsylvania general partnership, and that he as such Managing Member of GW Venture Management, LLC, being a general partner of GW Venture One, LP, general partner of Gray's Woods, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the general partnership by himself as a Managing Member of the general partner.

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



Alicia N. Cornali
Notary Public
My Commission Expires: July 27, 2020

EXHIBIT "A"

Legal Description of all Real Estate Submitted- **Overall Tract**

Tract One

ALL that certain lot or piece of ground lying, being and situate in the **Township of Patton**, County of Centre, Commonwealth of Pennsylvania, being more particularly bound and described as follows:

BEGINNING at a point of land being at the intersection of Jack Pine Way and the southern edge of the right-of-way for Grays Woods Boulevard, thence along said right-of-way for Grays Woods Boulevard along a curve to the left having a radius of 770.00 feet, an arc of 413.37 feet, and a chord bearing of South 58 degrees 35 minutes 44 seconds East for a distance of 408.42 feet to a point at the intersection of the western edge of the right-of-way for Wood Thrush Way; thence along said right-of-way for Wood Thrush Way South 14 degrees 09 minutes 52 seconds West for a distance of 97.91 feet to a point; thence from said point along a curve to the right having a radius of 275.00 feet, an arc of 150.66 feet, and a chord bearing of South 29 degrees 51 minutes 34 seconds West for a distance of 148.79 feet to a point; thence from said point South 45 degrees 33 minutes 17 seconds West for a distance of 121.04 feet to a point being a corner of lands designated as Convertible/Withdrawable Real Estate; thence along said lands South 45 degrees 33 minutes 17 seconds West for a distance of 144.50 feet to a point; thence from said point North 44 degrees 26 minutes 43 seconds West for a distance of 155.42 feet to a point; thence from said point South 45 degrees 33 minutes 17 seconds West for a distance of 207.51 feet to a point; thence from said point South 44 degrees 26 minutes 43 seconds East for a distance of 110.01 feet to a point; thence from said point along a curve to the left having a radius of 151.84 feet, an arc of 34.07 feet, and a chord bearing of South 50 degrees 52 minutes 22 seconds East for a distance of 33.99 feet to a point; thence from said point South 57 degrees 18 minutes 01 seconds East for a distance of 27.19 feet to a point; thence from said point South 32 degrees 41 minutes 59 seconds West for a distance of 244.73 feet to a point; thence from said point North 57 degrees 18 minutes 01 seconds West for a distance of 21.50 feet to a point; thence from said point along a curve to the right having a radius of 218.50 feet, an arc of 49.02 feet, and a chord bearing of North 50 degrees 52 minutes 22 seconds West for a distance of 48.92 feet to a point; thence from said point North 44 degrees 26 minutes 43 seconds West for a distance of 702.08 feet to a point; thence from said point North 45 degrees 33 minutes 17 seconds East for a distance of 685.51 feet to a point along the right-of-way for Amicus Drive; thence along said right-of-way South 44 degrees 26 minutes 43 seconds East for a distance of 159.83 feet to a point; thence from said point South 45 degrees 33 minutes 17 seconds West for a distance of 20.00 feet to a point; thence from said point and crossing the right-of-way for Jack Pine Way South 44 degrees 26 minutes 43 seconds East for a distance of 50.00 feet to a point; thence from said point North 45 degrees 33 minutes 17 seconds East for a distance of 70.63 feet to a point; thence from said point along a curve to the right having a radius of 225.00 feet, an arc of 12.13 feet, and a chord bearing of North 47 degrees 05 minutes 58 seconds East for a distance of 12.13 feet to a point; thence from said point North 48 degrees 38 minutes 40 seconds East for a distance of 90.89 feet to a point along the southern edge of the right-of-way for Grays Woods Boulevard, being the place of BEGINNING. CONTAINING 12.583 acres +/-.

SAID legal description taken from the Declaration Plat for The Multi Family Homes at Grays Pointe, prepared by Keller Engineers, dated October 9, 2019 as recorded as Exhibit "D" to this Declaration, and being designated as Phase 1.

Tract Two

ALL that certain lot or piece of ground lying, being and situate in the **Township of Halfmoon**, County of Centre, Commonwealth of Pennsylvania, being more particularly bound and described as follows:

BEGINNING at point of land being along the eastern edge of the proposed right-of-way for Wood Thrush Way, thence from said point South 32 degrees 21 minutes 54 seconds West for a distance of 140.90 feet to a point; thence from said point South 06 degrees 29 minutes 37 degrees East for a distance of 600.25 feet to a point along lands now or formerly of Eight Point Buck Hunting Camp LLC; thence along said lands now or formerly of Eight Point Buck Hunting Camp LLC South 83 degrees 30 minutes 23 seconds West for a distance of 225.00 feet to a point; thence from said point along other lands now or formerly of Grays Woods (Future Development) North 39 degrees 41 minutes 14 seconds West for a distance of 455.13 feet to a point along the proposed right-of-way for Wood Thrush Road; thence from said point North 50 degrees 18 minutes 46 seconds East for a distance of 431.52 feet to a point; thence from said point along a curve to the right having a radius of 225.00 feet, an arc of 46.38 feet, and a chord bearing of North 56 degrees 13 minutes 04 seconds East for a distance of 46.29 to a point; thence from said point North 62 degrees 07 minutes 21 seconds East for a distance of 102.63 feet to a point; thence from said point along a curve to the left having a radius of 325.00 feet, an arc of 73.40 feet, and a chord bearing of North 55 degrees 39 minutes 10 seconds East for a distance of 73.24 feet to a point being the place of BEGINNING. CONTAINING 4.780 acres +/-.

SAID legal description taken from the Declaration Plat for The Multi Family Homes at Grays Pointe, prepared by Keller Engineers, dated October 9, 2019 as recorded as Exhibit "D" to this Declaration and being designated as Phase 1 Stormwater Management Basin #7.

EXHIBIT "B"

Legal Description of Phase I

Tract One

ALL that certain lot or piece of ground lying, being and situate in the **Township of Patton**, County of Centre, Commonwealth of Pennsylvania, being more particularly bound and described as follows:

BEGINNING at a point of land being at the intersection of Jack Pine Way and the southern edge of the right-of-way for Grays Woods Boulevard, thence along said right-of-way for Grays Woods Boulevard along a curve to the left having a radius of 770.00 feet, an arc of 413.37 feet, and a chord bearing of South 58 degrees 35 minutes 44 seconds East for a distance of 408.42 feet to a point at the intersection of the western edge of the right-of-way for Wood Thrush Way; thence along said right-of-way for Wood Thrush Way South 14 degrees 09 minutes 52 seconds West for a distance of 97.91 feet to a point; thence from said point along a curve to the right having a radius of 275.00 feet, an arc of 150.66 feet, and a chord bearing of South 29 degrees 51 minutes 34 seconds West for a distance of 148.79 feet to a point; thence from said point South 45 degrees 33 minutes 17 seconds West for a distance of 121.04 feet to a point being a corner of lands designated as Convertible/Withdrawable Real Estate; thence along said lands North 44 degrees 26 minutes 43 seconds West for a distance of 492.50 feet to a point; thence from said point North 45 degrees 33 minutes 17 seconds East for a distance of 74.50 feet to a point along the right-of-way for Jack Pine Way; thence from said point North 45 degrees 33 minutes 17 seconds East for a distance of 70.63 feet to a point; thence from said point along a curve to the right having a radius of 225.00 feet, an arc of 12.13 feet, and a chord bearing of North 47 degrees 05 minutes 58 seconds East for a distance of 12.13 feet to a point; thence from said point North 48 degrees 38 minutes 40 seconds East for a distance of 90.89 feet to a point along the southern edge of the right-of-way for Grays Woods Boulevard, being the place of BEGINNING. CONTAINING 3.120 acres +/-.

SAID legal description taken from the Declaration Plat for The Multi Family Homes at Grays Pointe, prepared by Keller Engineers, dated October 9, 2019 as recorded as Exhibit "D" to this Declaration and being designated as Phase 1.

Tract Two

ALL that certain lot or piece of ground lying, being and situate in the **Township of Halfmoon**, County of Centre, Commonwealth of Pennsylvania, being more particularly bound and described as follows:

BEGINNING at point of land being along the eastern edge of the proposed right-of-way for Wood Thrush Way, thence from said point South 32 degrees 21 minutes 54 seconds West for a distance of 140.90 feet to a point; thence from said point South 06 degrees 29 minutes 37 degrees East for a distance of 600.25 feet to a point along lands now or formerly of Eight Point Buck Hunting Camp LLC; thence along said lands now or formerly of Eight Point Buck Hunting Camp LLC South 83 degrees 30 minutes 23 seconds West for a distance of 225.00 feet to a point; thence from said point along other lands now or formerly of Grays Woods (Future Development) North 39 degrees 41 minutes 14 seconds West for a distance of 455.13 feet to a point along the proposed right-of-way

for Wood Thrush Road; thence from said point North 50 degrees 18 minutes 46 seconds East for a distance of 431.52 feet to a point; thence from said point along a curve to the right having a radius of 225.00 feet, an arc of 46.38 feet, and a chord bearing of North 56 degrees 13 minutes 04 seconds East for a distance of 46.29 to a point; thence from said point North 62 degrees 07 minutes 21 seconds East for a distance of 102.63 feet to a point; thence from said point along a curve to the left having a radius of 325.00 feet, an arc of 73.40 feet, and a chord bearing of North 55 degrees 39 minutes 10 seconds East for a distance of 73.24 feet to a point being the place of BEGINNING. CONTAINING 4.780 acres +/-.

SAID legal description taken from the Declaration Plat for The Multi Family Homes at Grays Pointe, prepared by Keller Engineers, dated October 9, 2019 as recorded as Exhibit "D" to this Declaration and being designated as Phase 1 Stormwater Management Basin #7.

EXHIBIT "C"

Legal Description of Withdrawable/ Convertible Real Estate

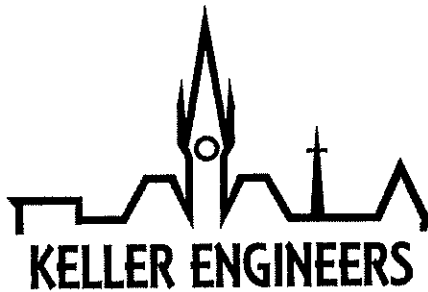
ALL that certain lot or piece of ground lying, being and situate in the **Township of Patton**, County of Centre, Commonwealth of Pennsylvania, being more particularly bound and described as follows:

BEGINNING at point of land being the southern corner of lands designated as Phase One along the proposed right-of-way for Wood Thrush Way, thence along said proposed right-of-way South 45 degrees 33 minutes 17 seconds West for a distance of 144.50 feet to a point; thence from said point North 44 degrees 26 minutes 43 seconds West for a distance of 155.42 feet to a point; thence from said point South 45 degrees 33 minutes 17 seconds West for a distance of 207.51 feet to a point; thence from said point South 44 degrees 26 minutes 43 seconds East for a distance of 110.01 feet to a point; thence from said point along a curve to the left having a radius of 151.84 feet, an arc of 34.07 feet, and a chord bearing of South 50 degrees 52 minutes 22 seconds East for a distance of 33.99 feet to a point; thence from said point South 57 degrees 18 minutes 01 seconds East for a distance of 27.19 feet to a point; thence from said point South 32 degrees 41 minutes 59 seconds West for a distance of 244.73 feet to a point; thence from said point North 57 degrees 18 minutes 01 seconds West for a distance of 21.50 feet to a point; thence from said point along a curve to the right having a radius of 218.50 feet, an arc of 49.02 feet, and a chord bearing of North 50 degrees 52 minutes 22 seconds West for a distance of 48.92 feet to a point; thence from said point North 44 degrees 26 minutes 43 seconds West for a distance of 702.08 feet to a point; thence from said point North 45 degrees 33 minutes 17 seconds East for a distance of 685.51 feet to a point along the right-of-way for Amicus Drive; thence along said right-of-way South 44 degrees 26 minutes 43 seconds East for a distance of 159.83 feet to a point; thence from said point South 45 degrees 33 minutes 17 seconds West for a distance of 20.00 feet to a point; thence from said point and crossing the right-of-way for Jack Pine Way South 44 degrees 26 minutes 43 seconds East for a distance of 50.00 feet to a point being along Phase One; thence from said point South 45 degrees 33 minutes 17 seconds West for a distance of 74.50 feet to a point; thence from said point South 44 degrees 26 minutes 43 seconds East for a distance of 492.50 feet to a point, being the place of BEGINNING. CONTAINING 9.464 acres +/-.

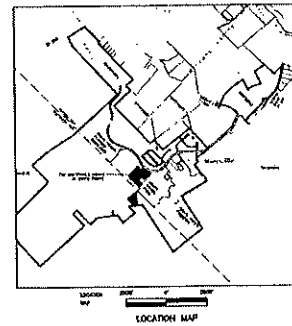
SAID legal description taken from the Declaration Plat for The Multi Family Homes at Grays Pointe, prepared by Keller Engineers, dated October 9, 2019 as recorded as Exhibit "D" to this Declaration and being designated as Convertible/Withdrawable Real Estate.

DECLARATION PLAT THE MULTIFAMILY HOMES AT GRAYS POINTE

PATTON TOWNSHIP, CENTRE COUNTY, PA



HOLLIDAYSBURG • STATE COLLEGE



INDEX OF DRAWINGS:
1. TITLE
2. DECLARATION PLAT
3. EXPLANATION PLAT
4. EXPLANATION PLAT
5. EXPLANATION PLAT

GENERAL NOTES

1. BOUNDARY LINE REVISIONS: THE GRAYS WOOD PLANNING COMMUNITY PARCEL OVER BOUNDARY LINE REVISIONS IS OFFICED BASED ON A PLAT ENTITLED "PROPERTY SINDER OF LINDS OF WILSON-WALKER REVISIONS COMMUNITY FARM AND HOLLIDAY TOWNSHIP" INSURED BY WILSON-WALKER ENGINEERING & SURVEYING, INC. DATED JANUARY 20, 1981, RECORDED AS DEED NUMBER 11317. PERSONAL BOUNDARY LINE REVISIONS IS BASED UPON VERTICAL SURVEYING PLANS AND SURVEYED BY KELLER ENGINEERS, INC. PARTICULARLY THE SURVEYING PLAN FOR THE GRAYS WOOD PLANNING COMMUNITY PARCEL & SECTION A ENTITLED "PLAT SURVEYING PLAN GRAYS WOOD PLANNING COMMUNITY PARCEL & SECTION A" DATED JUNE 27, 1988.
2. IMPROVEMENTS: REQUIRED IMPROVEMENTS FOR PLANS AS ARE MORE FULLY SHOWN ON THE APPROVED LAND DEVELOPMENT PLANS FOR GRAYS WOOD PLANNING COMMUNITY PARCEL & SECTION A ENTITLED "PLAT SURVEYING PLAN GRAYS WOOD PLANNING COMMUNITY PARCEL & SECTION A" DATED JUNE 27, 1988.
3. TITLE REPORT: EXISTING AND RIGHTS OF WAY ESTABLISHED ON THE GRAYS WOOD PLANNING COMMUNITY PARCEL & SECTION A SURVEYING PLANS AND SUBMITTED ON THIS DECLARATION PLAT. HOWEVER, THIS PLAT WAS PREPARED WITHOUT BENEFIT OF REVIEW OF A COMPREHENSIVE TITLE REPORT, AS SUCH, OTHER ADVERSELY AFFECTING ENCUMBRANCES, EASEMENTS, RIGHTS OF WAY, COVENANTS, RESTRICTIONS ETC. AFFECTING THIS PROPERTY COULD EXIST, BUT ARE NOT SHOWN HEREON.
4. LIMITED CEMETERY ELEMENTS: NONE DISCOVERED, REFER TO DECLARATION.

DECLARATION PLAT CERTIFICATION
I, THE UNDERSIGNED HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR LICENSED AND REGISTERED UNDER THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA, AND THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THIS PLAT FULFILLS THE REQUIREMENTS REQUIRED BY SECTION 5012 OF THE PA LANDOWN CODE AND ACT UNLESS OTHERWISE SPECIFICALLY REMARKED.

[Signature]
ANDREW H. EBERHART, PLS.
KELLER ENGINEERS

10-18-18
DATE

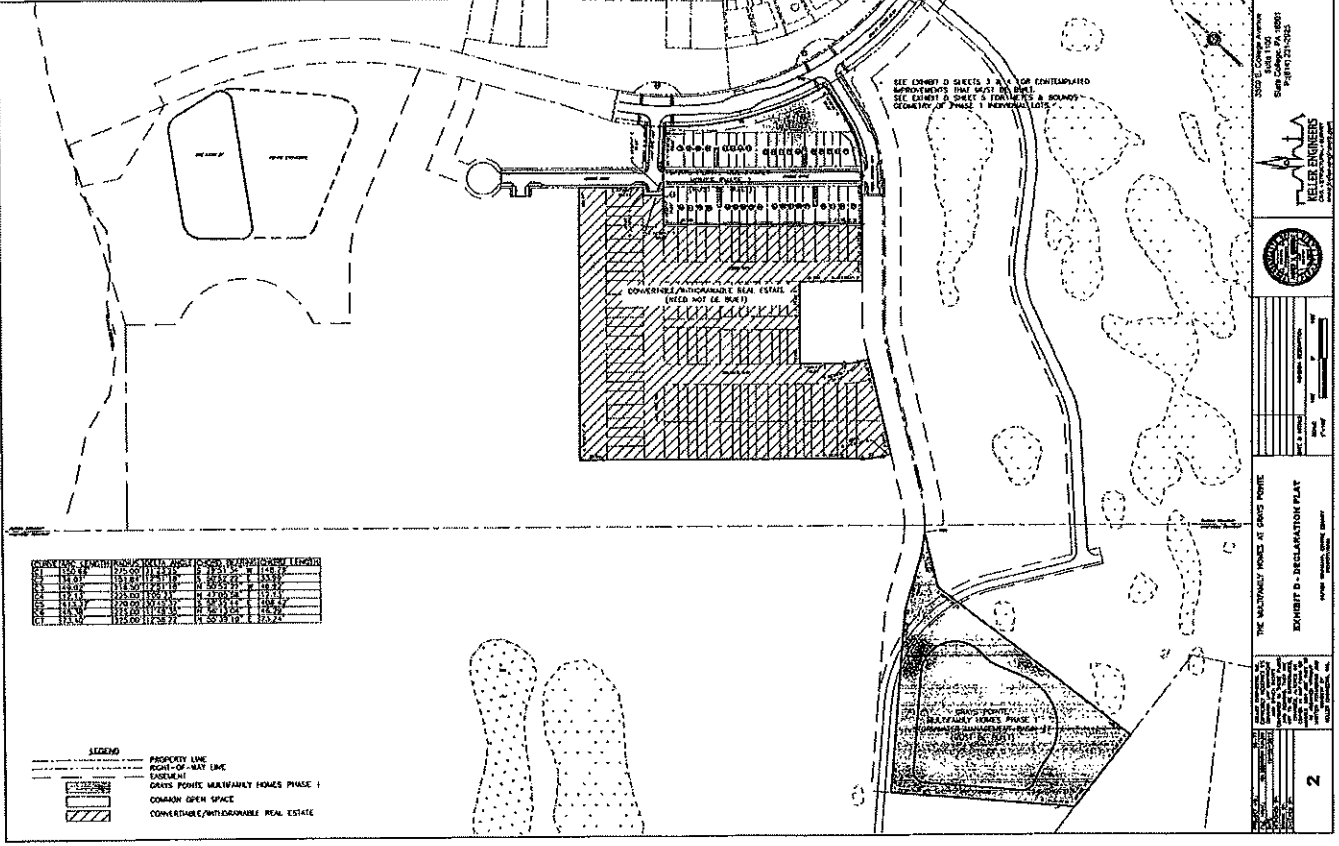
3000 E. College Avenue
State College, PA 16801
PH 814/327-3283

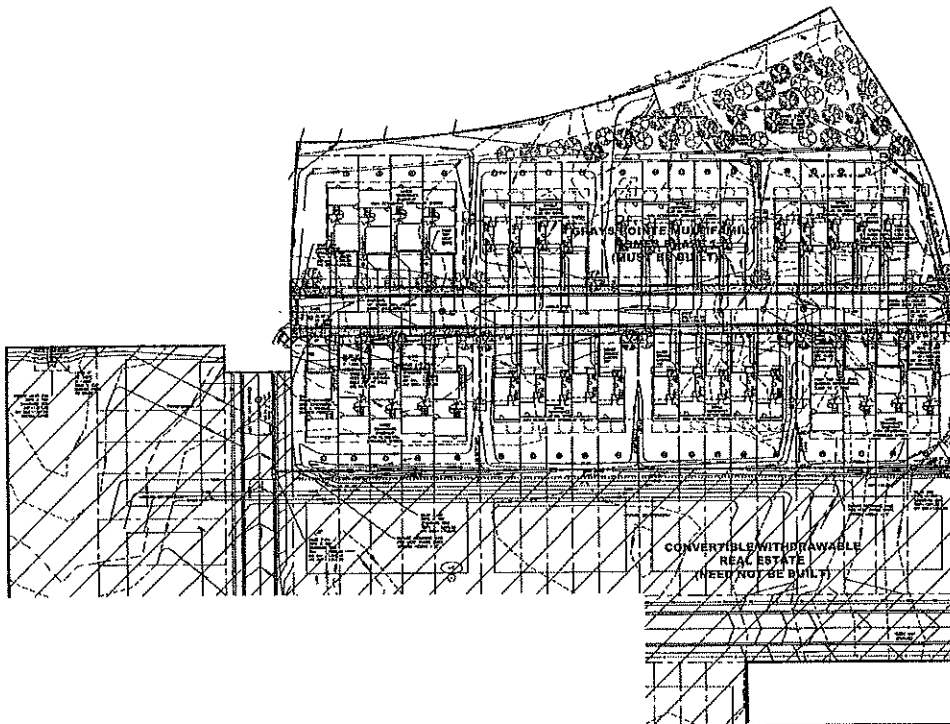
KELLER ENGINEERS
LAND SURVEYING & ENGINEERING

THE MULTIFAMILY HOMES AT GRAYS POINTE

EXHIBIT B - TITLE

1





3000 E. 10th Avenue
Suite 100
Pittsburgh, PA 15203

KELLER ENGINEERS
ARCHITECTS

THE UNIVERSITY HOMES AT DRUG POINT
EXHIBIT B - DECLARATION PLAT

3

[illegible]

EXHIBIT D - DECLARATION PAGE

5

1

EXHIBIT "E"

Phase I Units/ Identification Numbers/ Percentage Interests/Voting Interests

**For The Multi Family Homes at Gray's Pointe Homeowners Association
Pursuant to Section 2.1 of this Declaration**

Association Common Areas

**Unit #
45
SWM Basin #7**

Units in the Association

Unit #	Percentage Interest	Voting Interest
7	2.702	1
8	2.702	1
9	2.702	1
10	2.702	1
11	2.702	1
12	2.702	1
13	2.702	1
14	2.702	1
15	2.702	1
16	2.702	1
17	2.702	1
18	2.702	1
19	2.702	1
20	2.702	1
21	2.702	1
22	2.702	1
23	2.702	1
24	2.702	1
25	2.702	1
26	2.702	1
27	2.702	1
28	2.702	1
29	2.702	1
30	2.702	1
31	2.702	1
32	2.702	1
33	2.702	1

34	2.702	1
35	2.702	1
36	2.702	1
37	2.702	1
38	2.702	1
39	2.702	1
40	2.702	1
41	2.702	1
42	2.702	1
43	2.702	1

Total Units	Total Percentage	Total Votes
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Phase 1	Interest	
37	100.00%	37

s:\worddocs\S&A\files\A-555.341 The Multi Family Homes at Gray's Pointe\A-555.341 Declaration MF Final