

**DECLARATION OF**  
**BRANDYWINE SPRINGS FARMS, A PLANNED COMMUNITY**

THIS DECLARATION (“Declaration”) is made this on this \_\_\_\_\_ day of \_\_\_\_\_, 2011, , by ANNE W. SHEA LIVING TRUST and NORMAN J. SHEA LIVING TRUST, jointly, each a Pennsylvania trust (together, “Declarant”).

**ARTICLE I - THE PROPERTY** 1.1. The Property. Declarant is the owner of the real estate located at 400 Park Road (opposite the intersection of Moore Road), in Upper Uwchlan Township, Chester County, Pennsylvania, more fully described in Exhibit “A”, attached hereto, made a part hereof, together with the easements, rights and appurtenances thereto.

**ARTICLE II - SUBMISSION OF THE PROPERTY** 2.1. Submission of the Property. Declarant hereby submits the real estate described in Exhibit “A” and all easements, rights and appurtenances belonging thereto to the provisions of the Pennsylvania Uniform Planned Community Act, Act No. 1996-180, 68 Pa. C.S. §5101 et seq., as amended (“Act”), which Act is hereby incorporated by reference and hereby creates a planned community (“Community”).

2.2. The Community. The Community which shall be established on the Property shall be known as **BRANDYWINE SPRINGS FARMS, A PLANNED COMMUNITY**.

2.3. Easements and Licenses. The Property is submitted under and subject to the matters of record listed on Exhibit “B” attached hereto and made a part hereof, only to the extent such matters continue to affect the Property and the easements listed in Article IX in perpetuity.

2.4. Provisions of the Act. The provisions of the Act shall apply to and control the operation and governance of the Community and the Association except to the extent that contrary provisions not prohibited by the Act are contained in one or more of this Declaration, the Plans or the By-Laws.

**ARTICLE III - INTERPRETATION/DEFINITIONS** 3.1. Interpretation of Declaration and By-Laws. In the event of a conflict of interpretation between the provisions set forth in the By-Laws and this Declaration, this Declaration shall govern, except to the extent this Declaration is inconsistent with applicable law. In the event that the Internal Revenue Code is hereafter amended or changed, this Declaration and By-Laws shall be interpreted as to conform to the provisions of the Internal Revenue Code with respect to non-profit entities, it being the intention to preserve the lawful status of the Association as a bona fide non-profit entity.

3.2. Definitions. The following terms when used in this Declaration and in the By-Laws of the Association have the meanings set forth in this Section 3.2.

(a) “Assessments” means those assessments or sums payable to the Association by the Owners of the Units in the Community from time to time as provided herein or in the Act, including, but not limited to Special Assessments.

(b) “Association” means Brandywine Springs Farms Association, a Pennsylvania nonprofit corporation, organized on a nonstock basis, the Members of which are the Owners and the Declarant

(c) “Board” means the Board of Directors of the Association.

(d) “Building” means any building erected on the Property described in Exhibit “A” containing one or more Units, as well as other improvements comprising a part

of a Building or intended to be used for residential purposes.

(e) “By-Laws” and “Articles” mean the By-laws and the Articles of Incorporation of the Association, which have been or shall be adopted by the Board, as amended from time to time.

(f) “Common Elements” means the Common Elements described herein which are regulated, maintained, improved, repaired, replaced, managed, insured or controlled by the Association pursuant to this Declaration, which are or shall be owned by or leased to Association (other than the Units) including, but not limited to, the following, as may be amended from time to time: all real estate not included within the title line of any Unit and any improvements on such real estate; the Stormwater Management System not included within the title line of any Unit and any improvements on such real estate; streets, curbs, and rights-of-way as depicted on the Plan; and walking trails.

(g) “Common Expenses” means and includes expenses for which the Owners are liable, subject to the terms of this Declaration, including, but not limited to:

(i) Expenses of administration, maintenance, repair and replacement of the Common Elements;

(ii) Expenses or liabilities agreed upon as common by the members of the Association;

(iii) Expenditures made or liabilities incurred by or on behalf of the Association, together with any allocations to reserves; and

(iv) All other expenses or charges levied or to be levied pursuant to this Declaration or the By-Laws against the Owners.

(h) “Common Receipts” means and includes the funds collected from the Owners as Assessments and receipts designated as common by the provisions of this Declaration and the By-Laws.

(i) “Declarant Control Period”: The period of time from the date of the first conveyance of a Unit to a person other than the Declarant until the earliest of (i) five (5) years; (ii) sixty (60) days after conveyance of seventy-five percent (75%) of the Units from the Declarant to a person other than the Declarant; and (iii) or two (2) years after the Declarant has ceased to offer Units for sale in the ordinary course of business.

(j) “Director” means a member of the Board.

(k) “Dwelling” means any attached single family residence building erected on a Unit.

(l) “Limited Common Expense” means any Common Expense benefiting fewer than all of the Units.

(m) “Member” means each Owner and the Declarant for so long as the Declarant owns any Unit in the Property.

(n) “Owner” means a person or entity who is a record owner of a fee or undivided fee interest in a Unit subject to the Declaration but excluding (i) those persons or entities who hold an interest merely as security for the performance of an obligation and (ii) the Declarant. Multiple owners of a Unit shall together be deemed one Owner for the purposes of this Declaration.

(o) "Permitted Mortgage" means a first mortgage from an Owner 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 trust or similar institutional investor or lender; and (iv) any other mortgage approved by the Board.

(p) "Permitted Mortgagee" means the holder of a Permitted Mortgage.

(q) "Person" means a natural individual, corporation, partnership, association, trust or other legal entity or any combination thereof.

(r) "Plan" refers to the Plan for Property of BRANDYWINE SPRINGS FARMS, prepared by G. D. Houtman & Son, Inc., dated \_\_\_\_\_, as last revised \_\_\_\_\_, Sheets 1 through \_\_\_\_, which is recorded in the Office for the Recording of Deeds of Chester County, Pennsylvania at Plan Book \_\_\_\_, Page \_\_\_\_, a reduced-size copy of which is attached as Exhibit "C".

(s) "Project" means the development and improvement of the Property in accordance with the Plan, as may be amended as specified herein, and the sale of Units.

(t) "Rules and Regulations" means such rules and regulations as are promulgated by the Board from time to time, with respect to various details of the use of all or any portion of the Property, either supplementing or elaborating upon the provisions in the Declaration or the By-Laws.

(u) "Special Assessment" means an Assessment, either for a Common Expense or a Limited Common Expense, as applicable that may be made by the Association for the purpose of defraying an unforeseen or unbudgeted Common Expense or Limited Common Expense.

(v) "Special Declarant Rights" has the meaning given to such term in the Act and includes any rights reserved for the benefit of the Declarant hereunder or under the Act.

(w) "Storm Water Management System" means all storm water drainage facilities to collect or control water on the Property and facilities related thereto such as detention basins, drainage easements, drainage swales and related facilities shown on the Plan from time to time, whether located on Units or on Common Elements property.

(x) "Surplus" means and includes the excess of all Assessments over all Common Expenses.

(y) "Township" means Upper Uwchlan Township, Chester County.

(z) "Unit" means the building lot to be sold for design, construction and occupation of a Dwelling.

**ARTICLE IV - APPLICABILITY** 4.1. Applicability. This Declaration shall be applicable to the Property, all present and future Owners and occupants or tenants of any Unit, their guests, licensees, servants, agents, employees, and (except as provided herein) any other person or persons who shall be permitted to use the Common Elements or a Unit shall be subject to this Declaration, the Articles and By-Laws and Rules and Regulations of the Association promulgated from time to time to govern the conduct of its Owners and occupancy of the Property. Ownership, rental or occupancy of any Unit in the Property shall be conclusively deemed to mean that the Owner, tenant or occupant has accepted, ratified and will comply with this Declaration, the Articles, the By-Laws and any Rules and Regulations of the Association.

4.2. Transfer of Units. If an Owner transfers all of his ownership in a Unit which is subject to this Declaration, the transfer shall automatically include his membership in the Association.

**ARTICLE V - DESCRIPTION OF UNITS; COMMON ELEMENTS AND PROVISIONS APPLICABLE THERETO**

5.1. Unit Boundaries. Each Unit shall consist of the lot as designated by metes and bounds description on the Plan on the Plan.

5.2. Construction and Transfer of Common Elements. (a) Declarant shall construct, or cause to be constructed, the Common Elements on the Property, by not later than the date of the Declarant's conveyance of the first Unit in the Property to a third party. Declarant shall transfer and convey the Common Elements to the Community Association no later than sixty (60) months after conveyance of the first Unit in the Property to a third party, or such earlier time as mandated by the Act. Declarant reserves the right to convey the Common Elements at any time prior to this event and in the event the Common Elements are not substantially complete at the time of conveyance Declarant covenants that it shall substantially complete the Common Elements. These Declarant obligations shall be a covenant running with the Property. Until such time as the Common Elements are conveyed to the Community Association, they shall be owned by the Declarant. Declarant shall be entitled to reasonable extensions of time to complete the Common Elements if such extension becomes necessary due to weather conditions or other conditions beyond Declarant's control.

(b) The Declarant shall convey to the Association, and the Association shall accept the Common Elements, by deed and/or bill of sale, as applicable for no consideration. The Declarant shall be responsible for recording fees and transfer taxes, if any. Acceptance of the Common Elements shall not constitute a waiver of the Declarant's obligation to complete the Common Elements.

(c) The Declarant shall be responsible for the real estate taxes on property designated to be Common Elements, if any, until conveyed to the Association.

5.3. Use of Common Elements. Except as their use may otherwise be limited by this Declaration or the Bylaws or otherwise by the Board pursuant to its powers, each Owner, tenant and occupant of a Unit, and the family members and guests of such Owner, tenant and occupant, may use the Common Elements in common with all other Owners and tenants or occupants of other Units and their respective family members and guests in accordance with the purposes for which they are intended without hindering or encroaching upon the lawful rights of the other Owners. Owners or occupants shall not obstruct the Common Elements in any way including, but not limited to, interfering with any storm water drainage. Owners or occupants may not store anything in or on the Common Elements.

5.4. Maintenance and Repair of Common Elements and Other Items. The Association shall be responsible, at the Association's expense, for the maintenance and repair of any Common Elements only. The cost and expense of the foregoing shall be a Common Expense and the Board shall include in the annual budget of the Association as part of the Assessments reasonable reserves for periodic maintenance, repair and replacement of Common Elements.

5.5. Alteration to Common Elements By Owner. Without limiting the rights of the Declarant in connection with all construction and improvements to be made in or to the Community by the Declarant, no Owner may make any improvements or alterations or do any work to any of the Common Elements. No Owner shall impair any easement or hereditament related to the Common Elements.

5.6. Common Expense Liability. (a) The Common Expenses incurred or to be incurred for the administration and governance of the Community and the maintenance, repair,

replacement, insurance, administration, management, operation and use of the Common Elements and the making of any additions or improvements thereto and the charges for common utility services, if any, shall be assessed by the Association against, and collected from, the Owners; provided, however, that until the Association charges its first assessments to the Owners, the Declarant shall pay all Expenses of the Community. Common Expenses benefiting fewer than all of the Units may be assessed as Limited Common Expenses exclusively against the Units benefited.

(b) Each Owner, by accepting title to a Unit, covenants and agrees to pay the Association its share of the Common Expenses. The obligation to pay Assessments is a covenant running with the Property, inseparable from each Unit, and any conveyance, lease, devise or other disposition or mortgage or other encumbrance of any Unit shall extend to and include the Assessment liability, whether or not expressly referred to in the instrument effecting such transfer.

(c) No Owner may exempt himself from liability with respect to the payment of Assessments by waiver of the enjoyment of the right to use any of the Common Elements or by abandonment of his Unit or otherwise. The obligation to pay Assessments is absolute and unconditional and shall not be subject to set-offs or counterclaims.

5.7. Common Expense Percentage. The allocation of Common Expenses appurtenant to each Unit shall have a permanent character, shall be inseparable from each Unit and shall not be altered or changed except by the recording of an amendment to this Declaration, executed by the Declarant in accordance with Declarant's Special Rights or duly executed by all of the Owners affected thereby and their Eligible Mortgagees. If additional Units are created as provided in this Declaration, the Common Expense Percentage for any Unit shall be equal among all Units. The Common Expense Percentage appurtenant to each Unit is a percentage the numerator of which is the number one (1) and the denominator of which is the total number of Units and is set forth on Exhibit "D" attached hereto and made a part hereof.

5.8. No Dedication. Neither the Storm Water Management System nor Common Elements (including without limitation the private street as depicted on the Plan) shall be offered for dedication to the Township and shall be maintained by the Association (or by the Unit Owners as to the portions of the Storm Water Management System which are situated on or within the boundaries of a Unit, as applicable) in accordance with this Declaration.

5.9. Obligation of the Owners. (a) Subject to the obligations of the Association as provided herein, it shall be the duty of each Owner, at such "Owner's sole cost and expense, to maintain and repair such Owner's Unit in a neat, safe, sanitary and attractive condition including, but not limited to, all exterior maintenance of the buildings and improvements on the Unit, and the portion of the Storm Water Management System which physically lies within the boundaries of an Owner's Unit.

(b) If all or any portion of any Unit is damaged, falls into disrepair or is destroyed by fire or other casualty, it shall be the duty of the Owner to rebuild, repair or reconstruct the Unit in a manner which will restore the Unit substantially to its appearance and condition immediately prior to the casualty. If the Owner shall fail to rebuild, repair or reconstruct, the Association may undertake such repair or reconstruction and may levy a limited assessment against the Owner.

5.10. Owners' Negligence. (a) Any costs incurred by the Association in connection with any maintenance, repair or replacement obligations as may arise in connection with the negligence of the Owner(s) or occupant(s) of any particular Unit(s) shall be charged as Limited Assessments to the Owner(s) and against the Owner's Unit.

(b) To the extent maintenance, repair and replacement of a Unit, or of any buildings and improvements thereon, by an Owner may involve the possible damage to the Common Elements or to any other property other than such Unit, the work shall be performed only with the prior written consent of the Board or its duly authorized agent except in the case of an emergency. The work may be performed only by a person or entity who shall deliver to the Board prior to the commencement of any work, in form satisfactory to the Board, the following:

(i) A release of the Board and its agents, servants and employees for all claims that such person or entity or their respective agents, servants or employees may assert in connection with work to be performed;

(ii) An indemnification of the Association, Board and their agents, servants and employees holding each and all of them harmless from and against any claims asserted for loss or damage to person or property, including, but not limited to, the Common Elements, other Units or any other property included in the Community;

(iii) A certificate or other acceptable evidence of insurance, including liability and workmen's compensation coverage, in amounts and companies reasonably acceptable to the Board; and

(iv) Any other information and protection which the Board may reasonably require.

5.11. Township Right to Maintain. If the Association, the Unit Owner or the Declarant, as applicable, fails to maintain the Stormwater Management System in good order and condition, the Township shall have the right, but not the obligation, upon giving the Association or the Declarant thirty (30) days written notice (except in an emergency threatening the general welfare of the public or the Owners, in which event such reasonable notice shall be given as the emergency conditions allow) to enter upon the Common Elements and perform the necessary maintenance with the same rights as the Association has to collect the costs thereof from the Owners under the Declaration. Further, the Township shall have all rights of enforcement which may now exist or may hereinafter be established by law.

5.12. Provisions Applicable to the Private Street. Notwithstanding anything contained in this Declaration or elsewhere to the contrary, the following provisions shall apply to the portions of the Common Elements at the Property constituting the private street (in the locations as depicted on the Plan):

(a) There shall be no parking on the private street.

(b) The Declarant, at its sole expense, shall install signage prohibiting parking on the Signage, which signage shall be subject to the prior approval of the Board of Supervisors of the Township.

(c) The private street and the signage shall be maintained by the Association, and snow removal and parking enforcement shall be undertaken by the Association, in accordance with this Declaration and other Association documents, as applicable.

5.13. Township Approval of Documentation. The Declarant shall obtain the prior approval of the Board of Supervisors of the Township regarding this Declaration document and all other Association documentation, to assure compliance with the provisions stated in this Declaration and with the provisions stated in the Township's conditional use approval for the subdivision of the Property.

**ARTICLE VI - THE PLAN** 6.1. Plan. The Plan depicts the Property, as well as the locations

of the Units and of the Common Elements. The Plan and all amendments thereto shall be recorded in the Office for Recording of Deeds in and for Chester County, Pennsylvania.

**ARTICLE VII - THE ASSOCIATION; MEMBERS; VOTING RIGHTS; POWERS AND DUTIES**

7.1. Organization. The Association is a nonprofit corporation organized and existing under the laws of the Commonwealth of Pennsylvania charged with the duties and vested with the powers prescribed by law and set forth in the Declaration, the Articles and the By-Laws.

7.2. Membership. (a) Membership in Community Association. (i) Upon acceptance of a deed to a Unit, each Unit Owner shall become a member of the Community Association. The Declarant shall become a member upon this Declaration being recorded. Membership in the Community Association shall be limited to the Unit Owners of the Community.

(ii) Every Unit Owner who shall be a member of the Community Association shall be entitled to all of the rights and shall be bound by all of the obligations accompanying membership, provided that any Unit Owner who is holding the interest in a Unit merely as a security for the performance of an obligation shall not be a member.

(iii) Each Unit in the Community shall have one (1) vote associated with such Unit. When more than one Person holds an interest or interests in any Unit, all such Persons shall be members, and the vote for such Unit shall be exercised as provided in Section 7.2 hereof and in the Bylaws, but in no event shall more than one (1) vote be cast with respect to any Unit.

(iv) Only Unit Owners in “good standing” shall be entitled to vote, considered for purposes of obtaining a quorum, determining the percentage of Unit Owners voting on a matter, entitled to serve as a Director or have the right to submit plans for Board approval. A Unit Owner shall be deemed to be “in good standing” if, and only if, he shall have fully paid all Assessments made or levied against the Owner and against his Unit by the Board together with all interest, costs, attorneys’ fees, penalties and other expenses, if any, chargeable to the Owner and against his Unit, and has not been notified by the Association of any violations of this Declaration or the Rules and Regulations which has not been cured to the reasonable satisfaction of the Board.

(v) In the event an Owner shall lease or permit another to occupy his Unit in accordance with the provisions of this Declaration, the tenant or occupant shall be permitted to use the Common Elements of the Community Association (subject to such limitations on such use as would be applicable to the Owner) but shall not vote in the affairs of the Community Association, except as the Owner shall permit the tenant or occupant to exercise the proxy vote of the member.

(vi) Every lawful transfer of title to a Unit shall include membership in the Community Association and, upon making such transfer, the previous Unit Owner’s membership shall automatically terminate. Except as otherwise expressly provided herein or in the Act, membership in the Community Association may not be assigned or transferred without the transfer of legal title to a Unit and any attempt at such assignment or transfer thereof shall be void and of no effect.

(vii) Membership in the Community Association shall automatically terminate when a Unit Owner sells, transfers or otherwise conveys his Unit.

(b) Certificate of Voting. (i) If a Unit is owned by one Person, the Owner’s right to vote shall be established by the Recorded title to the Unit. If a Unit is owned by more than one Person, the Person entitled to cast a vote for the Unit shall be designated in a Certificate signed by all of the record owners of the Unit and filed with the Secretary of the Community Association. If a Unit is owned by a corporation or partnership, the officer, partner or employee

thereof, entitled to cast the votes of the Unit for the corporation or partnership shall be designated in a certificate for this purpose, signed by the president or vice-president, and (as to a corporation) attested to by the secretary or assistant secretary of the corporation, and filed with the Secretary of the Community Association (the "Corporate Certificate"). The Person designated in the Corporate Certificate, who is entitled to cast votes for a Unit shall be known as the "Voting Member". If such a Corporate Certificate is not on file with the Secretary of the Community Association for a Unit owned by more than one Person or by a corporation or partnership, the votes of the Unit concerned shall not be considered in determining the requirement for a quorum, or for any purpose requiring the approval of a Person entitled to cast votes for the Unit except if such Unit is owned by a husband and wife. A Corporate Certificate shall be valid until revoked in writing by any owner of the Unit, or until superseded by a subsequent Corporate Certificate, or until a change in the ownership of the Unit concerned.

(ii) If a Unit is owned by husband and wife, the following three provisions are applicable to voting by such Unit:

(iii) The Unit Owners may, but they shall not be required to, designate a voting member.

(iv) If they do not designate a voting member, and both husband and wife are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting.

(v) If a voting member is not designated and only one Person is present at a meeting, the Person present may cast the vote for the Unit, without establishing the concurrence of the absent Person, just as though he or she owned the Unit.

7.3. The Board. (a) Subject to the provisions of the Act, this Declaration and the By-Laws, the Executive Board shall have the power to act on behalf of the Association. The Executive Board shall consist of three (3) members. The members of the initial Executive Board shall be appointed, removed and replaced from time to time by the Declarant without the necessity of obtaining resignations. The Declarant-appointed members of the Executive Board shall be replaced with Owners (or if an Owner is a corporation, an officer, director or employee thereof duly authorized by the corporation to serve on the corporation's behalf), other than the Declarant, in accordance with the provisions of Section 7.3.(b).

(b) For purposes of this Section 7.3.(b), the term "First Election Meeting" shall mean the first meeting of the Association which shall occur no later than sixty (60) days after conveyance of twenty-five percent (25%) of the Units to an Owner other than the Declarant. The term "Transitional Meeting" shall mean the meeting of the Association which shall be held no later than on the first to occur of the following: (i) sixty (60) days after conveyance of fifty percent (50%) of the Units other than the Declarant; or (ii) the date five (5) years after the date of the first conveyance of a Unit to a party other than the Declarant. Subject to the right of the Declarant to alter the following procedure so as to have all or part of the transition from an Executive Board comprised solely of members appointed by the Declarant to an Executive Board comprised of members elected by the Owners, the transition of the Executive Board to an Executive Board comprised of members elected by Owners shall occur as follows:

(i) At the First Election Meeting, the Owners other than the Declarant shall elect one (1) Owner to serve as a member and replace one (1) member selected by the Declarant. This one (1) elected Owner shall serve until the next annual meeting of the Association which is at least one hundred eighty (180) days after the First Election Meeting, at which time successors to such Owner-voted member shall be elected by the Owners other than the Declarant to serve two (2) year terms.

(ii) At the Transitional Meeting, the Owners (including the Declarant) shall elect two (2) Owners who shall replace the remaining two (2) Declarant-appointed members. These elected members shall serve until the annual meeting of the Association next following the annual meeting at which the member elected pursuant to Subsection (i) above was elected or reelected, at which time successors shall be elected by the Owners to serve for two (2) year terms.

(iii) After the Transitional Meeting and until the Declarant has conveyed the last Unit in the Condominium in the ordinary course of business, the Board shall notify the Declarant in advance of all meetings of the Board and the Association at the same time as notices are given to the Board members or the Owners as the case may be. Notwithstanding any other provision of the Declaration or the By-Laws, until the Declarant conveys the last Unit in the Condominium in the ordinary course of business, the Declarant shall be entitled to send representatives to observe all meetings of the Executive Board and the Association.

(c) Powers and Duties. (i) The Board shall have all of the powers for the conduct of the affairs of the Association which are established by the Act, the Declaration, the By-Laws and the Articles of organization of the Association and which are not specifically reserved to Owners or the Declarant including, without limitation, the power to levy assessments and to establish and enforce reasonable rules and regulations for the use of the Property and to impose fines for the violation thereof.

(ii) The Board shall exercise its power in accordance with the Articles of organization of the Association, the By-Laws and this Declaration.

(iii) The Association, acting through the Board, shall also have the power and duty to:

(A) Repair, manage and maintain the Common Elements, and Limited Common Elements as set forth herein.

(B) Grant easements or rights-of-way, where necessary, for utilities and sewer and stormwater facilities in, over or under the Property.

(C) Grant easements to the Township and others of ingress, egress and regress over the Common Elements for the purpose of inspection, maintenance and repair thereof.

(D) Maintain such policy or policies of comprehensive general liability insurance with respect to the Common Elements, including personal property, if any, owned by the Association as provided herein in furthering the purposes of and protecting the interests of the Association and Members and as directed by this Declaration and the By-Laws.

(E) Maintain directors and officers liability insurance, if available, and delegate its powers to directors, officers, committees and employees of the Association.

(F) Adopt and implement rules and regulations which are not inconsistent with the terms of this Declaration.

(G) Take and carry out all actions reasonably necessary and proper to enforce the provisions of this Declaration, including the right to impose reasonable fines upon any Owner for violation thereof.

(H) Perform any other acts necessary or proper to carry out any of the duties and obligations of the Association.

(I) Amend this Declaration in accordance with the terms and provisions hereof.

(J) Suspend the voting rights of an Owner and the right of an Owner to use any of the Common Elements for the failure to pay in full any assessment within thirty days after the due date or for the infraction of any rules and regulations of the Association after the Board determines that an infraction has occurred and notifies the Member or Unit Owner of the infraction.

(K) Notify any mortgagee of a Unit of a default in the payment of any assessment by any Owner.

(L) Enter upon any Unit during reasonable hours to inspect said Unit for violations of this Declaration, the By-Laws and any Rules and Regulations and/or compliance with approved Plans for alterations and improvements provided the Owner of such Unit is given written notice of the purpose and time of the inspection at least three (3) days in advance and to perform such maintenance as is required or permitted by this Declaration.

(M) Repair any damage to the Common Elements or any improvements in the Common Elements caused by an Owner or any of his family, guests, tenants, or invitees. In such case, the Association shall repair the damage in good and workmanlike manner and conformance with the original plans and specifications of the area involved or as the area may have been modified or altered subsequently by the Association in the sole discretion of the Association. The cost of such repairs shall become a Special Assessment upon the Unit of said Owner.

(N) Establish parking and no-parking areas within the Common Elements as well as to enforce these parking limitations by all means lawful for such enforcement on streets including the removal of any violating vehicle by those so empowered.

(N) Maintain the portion of the Storm Water Management System which lies on or within the Common Elements.

(O) Comply with all matters of record to which the Property is subject.

(P) Adopt operating and capital budgets of the Association and to make amendments thereto from time to time as necessary or desirable.

(Q) Engage and compensate legal counsel, accountants and other professional advisors in connection with any matters affecting the Association.

**ARTICLE VIII - INSURANCE** 8.1. Liability Insurance. The Board shall obtain and continuously maintain or cause to be obtained and continuously maintained “broad-form” comprehensive public liability and property damage insurance covering liability for loss or damage to persons or property in those amounts, against those risks written by those insurance companies which the Board shall determine from time to time, but with limits in no event less than One Million Dollars (\$1,000,000.00) for bodily injury (including death) to persons and property damage arising out of a single occurrence. This insurance shall include protection against bodily injury and property damage that results from the operation, maintenance, repair, replacement or use of the Common Elements, any legal liability that results from lawsuits related to employment contracts to which the Community Association is a party, liability for non-owned and hired automobiles, liability for property of others, host liquor liability and such other insurance covering any and all other risks customarily covered in similar policies for associations similar to the Community Association, including, without limitation, liabilities arising out of or

in connection with the Community Association's maintenance, repair and replacement responsibilities. All liability insurance policies shall contain severability of interest provisions and cross liability endorsements to cover liabilities of the Community Association or the Owners as a group to an individual Owner.

8.2. Property Insurance. The Board shall obtain or cause to be obtained and maintained at all times "master" or "blanket" "all-risk" hazard and, if applicable, flood insurance policies covering damage to the Common Elements and all personal property owned by the Association (the aforesaid are referred to hereinafter as the "Insured Property"), against all common risks of direct physical loss covering the interests of the Association, the Board and the Unit Owners, as their interests may appear. The total amount of insurance (after application of any deductibles) shall be one hundred percent (100%) of the replacement cost of the Insured Property (exclusive of land, excavations and other items normally excluded from such casualty policies), provided that the Board shall be authorized to require the Association to acquire such greater coverage as shall in such Board's judgment be necessary to adequately insure the Insured Property to protect the Unit Owners and Permitted Mortgagees against loss.

8.3. Other Insurance. The Executive Board shall also obtain the following insurance, coverages and endorsements as may be applicable to the Community, all premiums for which are to be charged as Common Expenses: Workmen's Compensation Policy to meet the requirements of law.

(a) Directors' and Officers' Liability.

(b) Blanket fidelity bonds for all members of the Executive Board, officers and employees of the Community Association and all other persons who handle or are responsible for funds of or administered by the Community Association.

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

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

8.4. Damage or Destruction; Repair or Replacement. Where a loss or damage occurs to any portion of the Common Elements or other Insured Property, the Community Association shall be obligated to repair or replace the damage caused by the loss, unless repair or replacement would be illegal under any state or local health or safety statute or ordinance. In the event of loss or damage:

(a) The Board shall promptly obtain reliable and detailed estimates of the cost of repair and replacement and shall have the right and obligation to negotiate and contract for the repair and replacement of the Common Elements or other Insured Property.

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(b) If the net proceeds of the insurance are insufficient to pay for the estimated cost of repair and replacement (or for the actual cost thereof if the work has actually been done), the Board shall if sufficient funds are not otherwise available, upon determination of the deficiency, promptly levy a Special Assessment against all Owners for that portion of the deficiency as is attributable to the cost of repair and replacement of the Common Elements.

(c) If insurance proceeds are sufficient to pay for the cost of replacement and repair, or in the event the insurance proceeds are insufficient, but additional funds are raised by Special Assessment so that sufficient funds are on hand to fully pay for the replacement and

repair, then no Eligible Mortgagee shall have the right to require the application of insurance proceeds to the payment of its loan.

8.5. Community Association's Power to Compromise Claim. The Board of Directors is hereby empowered to compromise and settle claims arising under insurance policies purchased by the Community Association, and to execute and deliver releases therefor, upon the payment of claims.

8.6. Other Insurance. The Board shall also obtain the following insurance coverage and endorsements which may be applicable to the Community Association, Common Elements or other Insured Property, all premiums for which are to be charged as Common Expenses:

- (a) Workmen's compensation policy to meet the requirements of law.
- (b) Directors' and officer's liability and any other insurance the Board shall deem necessary to satisfy the indemnification obligations of the Community Association.
- (c) All other insurance the Board of Directors shall determine from time to time to be necessary or desirable.
- (d) Fidelity coverage.

8.7. Insurance Maintained by Owners. Each Owner shall be responsible for the purchase of and payment for insurance to protect his Unit, his own building, improvements and personal property and all personal liability. The Owner's insurance shall be in an amount equal to the full replacement value (i.e., one hundred percent (100%) of the current replacement costs), such insurance to afford protection against at least the following: (1) loss or damage by fire or other hazards covered by the standard extended coverage endorsement and by sprinkler leakage, debris removal, cost of demolition, vandalism, malicious mischief, wind, storm and water damage; and (2) such other risks as shall customarily be covered with respect to similar improvements and projects similar in construction, location and use. Each Owner shall provide to the Association a Certificate of Insurance evidencing that said insurance is maintained and in full force and effect. No Owner shall do or permit any act which would void or impair the coverage afforded by any policies held by the Association or would result in an increase in the premium therefor, and any Owner so doing or permitting any such act shall be liable to the Association for any increase which shall be assessed as a Special Assessment against such Owner pursuant to the provisions of this Declaration.

**ARTICLE IX - EASEMENTS** 9.1. Utility Easements. All Property subjected to this Declaration shall be subject to an easement for the present and future installation, maintenance, inspection, repair and replacement of electric service, master and/or cable television service, telephone service, water service, storm water and sanitary sewage services, gas service, television service (including cable television) and other utility services and the facilities and appurtenances necessary or desirable to any portion of the Property, which easement shall run in favor of the Declarant, the Association and the entity or entities owning or operating these facilities and providing the aforementioned services. All utility companies shall have an easement for access to read and repair the utility meters. The Declarant and the Board shall have the right to grant to third parties additional utility easements which are deemed reasonable by the Declarant or Board in connection with the supply of utility services to the Units and other portions of the Property. Such easement shall also include rights of access as may be granted to the Township for access to the Stormwater Management System.

9.2. Declarant's Easement for Marketing. The Declarant reserves the right with respect to its marketing of Units to use the Common Elements for the ingress and egress of itself, its officers, employees, agents, contractors, subcontractors, prospective purchasers and residents.

The Declarant shall also have the right, in connection with its marketing of Units until the conveyance of the last Unit it has the right to build or own in the Property, to erect signs on the Property subject to compliance with all applicable Township codes. The Declarant shall have the right to maintain one or more sales offices, management offices and rental offices on the Property, subject to compliance with all applicable Township codes. Any damage to the Property resulting from this easement shall be repaired by the Declarant within a reasonable time after the completion of its sale of all of the Units in the Property. The Declarant agrees to indemnify and to hold the Association harmless from liability for personal injuries and property damage resulting from the use of the Property in conjunction with the marketing of Units. The rights reserved for the Declarant by this Section 9.2 shall remain in effect for as long as the Declarant shall remain the owner of a Unit in the Property or has the right to build a Unit. This section shall not be amended without the prior written consent of the Declarant.

9.3. Declarant's Easement to Correct Drainage. For a period of five (5) years from the date of conveyance of each Unit the Declarant reserves an easement and right on, over and under the Unit to maintain and to correct drainage of surface water in order to maintain reasonable standards of health, safety and appearance. Such right expressly includes the right to cut any trees, bushes, or shrubbery, to regrade the soil or to take any other similar action reasonably necessary, following which the Declarant shall restore the affected property to its original condition as near as practicable. The Declarant shall give timely notice of intent to take such action to all affected Owners, unless in the opinion of the Declarant an emergency exists which precludes such notice, in which event, such reasonable notice shall be given as the circumstances shall allow.

9.4. Declarant's Easement for Construction. Notwithstanding any provision of this Declaration to the contrary, so long as the Declarant, its successors and assigns, employees, agents, subcontractors, contractors, independent contractors and other persons acting by, through or under the Declarant, are engaged in developing or improving, maintaining or repairing any portion of the Property, such persons shall have an easement to go upon any and all of the Property for purposes of construction, reconstruction, maintenance, repair and renovation, replacement or construction, correction of the Common Elements, Units or other improvements. The Declarant agrees to indemnify and hold the Association and each Owner harmless from liabilities for personal injuries and physical damage resulting from the exercise of this easement. This easement shall be appurtenant and shall pass with title to every Unit.

9.5. Easement for Governmental Personnel. A right of entry to the applicable portions of the Property is hereby granted to the Township, law enforcement officers, fire and rescue and local animal control personnel, and trash collection personnel contracted by the Township as needed to carry out their duties.

9.6. Easement for the Association and the Board. The Association and the Board, its officers, agents and employees shall have the irrevocable right and easement of access to each Unit as may be necessary for the inspection, maintenance, repair or replacement of any facilities in the Common Elements to make repairs thereto if these repairs are deemed necessary for public safety and to prevent damage or to abate any violation of this Declaration or any rules or regulations of the Association or any violation of any laws or orders of any governmental authorities having jurisdiction over the Property.

9.7. Storm Water Management System. (a) The surface of all storm water facilities shown on the Plan shall remain unencumbered by buildings, structures or trees of any kind and the grade of any such areas shall not be changed or altered in any way except as shown on the Plan without first obtaining the written approval of the Township.

(b) The Declarant has created and hereby imposes upon the Property an easement and right-of-way on, over and under the Units in favor of the Declarant, the

Association and the Township for the purpose of maintenance, repair and/or replacement of the Storm Water Facilities so that all such Storm Water Facilities shall be kept in good working order and repair at all times, and it shall be the Unit Owner's responsibility to for maintenance, repair and/or replacement of the such portions of the Storm Water Facilities which lies on or within the Unit owned by such Unit Owner.

(c) The Township shall have the right, but not the obligation, to enter upon and perform maintenance, repair and replacement of the Storm Water Management System in the event that the Association or the Unit Owner, as applicable, should default, provided that the Township shall give at least thirty (30) days' prior written notice to the Association of its intention to do so, or in the event of an emergency, such reasonable notice as the circumstances reasonably allow. If the Township expends money in maintaining, repairing or replacing the Storm Water Management System, the Township shall be entitled to enter a lien against the Units or the Common Elements to secure payment of any sums expended by the Township with regard to such maintenance, repair or replacement, including but not limited to reasonable and actual attorneys' fees, engineering fees and costs of suit.

9.8. Owners' Easement of Enjoyment. Every Owner shall have the right of ingress, egress and regress over and the right of enjoyment in and to the Common Elements which right shall be appurtenant to each Unit and shall pass with title to every Unit subject, nevertheless, to:

(a) The right of the Association to assess each Owner for the use of any or all of the Common Elements, and the obligation of the Owners to contribute to the expense of maintenance, repair and replacement of such Common Elements.

(b) The right of the Association to suspend the voting rights and the right of an Owner to use any of the Common Elements for failure to pay in full any assessment within thirty (30) days of the due date or after a determination by the Board of Directors that the Owner violated the Declaration or any of the rules and regulations of the Community.

(c) The right of the Association to establish rules and regulations governing the use of the Common Elements.

9.9. Easement Related to Units. Each Unit is subject to the following rights, easements, restrictions and covenants in favor of each adjoining Unit and the Association:

(a) An easement for the installation, maintenance, use, repair, removal and replacement of electric, telephone, plumbing, cable television, security alarm or utility equipment of any kind pertaining to and servicing or benefiting any Unit which passes across or through any other Unit or any Unit Line, provided that such acts will not unreasonably interfere with the area burdened hereunder or the use thereof or impair or structurally weaken any load bearing walls, ceilings or floors and provided that no Owner shall enter any adjoining Unit for any such purpose except at reasonable hours upon reasonable notice to the Owner thereof and with the consent of such Owner and the Association, which consent shall not be unreasonably withheld. All damage caused by such installation, maintenance, use, removal, repair and replacement shall be repaired at the expense of the Owners benefiting therefrom.

(b) An easement for lateral and surface support, in, through, under, over and alongside each Unit.

(c) The obligation of each Owner to maintain all portions of his Unit in such condition as to insure the structural support, sanitary hygienic condition, habitability and soundness and maintain or repair the Unit whether after damage by fire or otherwise so as not to materially impair the value of any other Unit.

9.10. Easement to Facilitate Completion. The Declarant shall have an easement through the Common Elements as may be reasonably necessary for the purpose of discharging a Declarant's obligations or exercising Declarant's rights hereunder, including any obligations to the Township. In addition, without affecting the rights of any of each Owner with respect to the use and enjoyment of the Common Elements, subject to the provisions of this Declaration, each Owner and its agents, contractors and invitees shall have a non-exclusive access easement through the Common Elements as may be reasonably necessary for the purpose of construction, repair and renovations of the Unit. The Association shall not have the power to impose any fees or charges or required financial security including, but not limited to, surety bonds, letters of credit or escrow deposits for the use of the easement rights described in this section. The Association shall be entitled to recover costs and expenses incurred by the Association for the repair or damage caused to Common Elements in the exercise of any easement rights.

9.11. Continuing Easements. The foregoing easements and conditions in Sections 9.1 through 9.10 shall run with the land and inure to the benefit of and be binding upon the Association, each Owner and each tenant, occupant or other person having any interest in any Unit or in the Common Elements or any part of the Property at the time of reference.

9.12. Other Conditions of Record. In addition to the easements set forth above, the rights of each Owner shall be subject to, and each Owner shall be bound by, all documents recorded with respect to the Property, including, without limitation, the notes, restrictions and conditions set forth on the Plan and the Improvements Agreement intended to be recorded prior to the recordation of this Declaration and the list of recording data for recorded easements and licenses appurtenant to or included in the Community or to which any portion of the Community is or may be subject as set forth on Exhibit "B".

9.13. Township Easement. The Township has no duty or obligation regarding the maintenance of the Stormwater Management System or the Common Elements. In the event the Township exercises its rights hereunder, within its sole discretion, and having no obligation to do so, then the Township shall have an easement upon, across, over, through and under the Common Elements for access, egress, replacement, repair and maintenance of the storm water detention basin area or the Common Elements in the event of, and only in the event of, a default by either Declarant or Association in performing their duties and obligations regarding the maintenance of the storm water detention basin or the Common Elements in a manner commensurate with their intended purpose, any agreements with governmental authorities having jurisdiction thereover, or any law or regulation whether Federal, State or Local. In the event the Township exercises its rights, as aforesaid, the Township shall restore any disturbed areas to the condition in which such were found prior to the employment or utilization of this easement. This easement shall in no way affect other recorded easements on the Property. This easement shall be limited to improvements as originally constructed by the Declarant. In the event the Township exercises its rights, as aforesaid, in the event of a default by either the Declarant or the Association, the Township shall be entitled to reimbursement from the Declarant or the Association, as the case may be, for all costs incurred, including reasonable and actual attorneys' fees, engineering fees and costs of suit, in correcting such default, and all costs not so reimbursed shall constitute a lien against the Association and the Property until paid in full.

9.14. Encroachments. If any portion of the Common Elements hereafter encroaches upon any Unit, or if any Unit hereafter encroaches upon any other Unit or upon any portion of the Common Elements, as a result of shifting or settling of any building or for other reasons, other than as a result of the purpose full or negligent act or omission of the Unit Owner of the encroaching Unit, or of the Association in the case of encroachments by the Common Elements, a valid easement appurtenant to the encroaching Units or Common Elements for the encroachment and for the maintenance of the same shall exist for so long as the encroachment

shall exist. In the event that any building or buildings shall be partially destroyed as a result of fire or other casualty or as a result of a taking by the power of or in the nature of eminent domain or by an action or deed in lieu of the condemnation, and then is rebuilt, encroachments of a portion or portions of the Common Elements upon any Unit or of any Unit upon such rebuilding, shall be permitted, and valid easements appurtenant to the encroaching Units or Common Elements for such encroachments and the maintenance thereof shall exist so long as that building as so rebuilt shall stand.

9.15. Special Declarant Rights. Notwithstanding any provision hereof to the contrary, while Declarant owns any Units, Declarant shall be entitled to maintain one (1) or more model homes, sales offices and construction offices (including mobile offices) and to maintain on or about the Common Elements and on Units owned by the Declarant such construction equipment, vehicles, lumber and building materials as are necessary from time to time in connection with the development of the Property, the construction of Units and the Common Elements. Units and other improvements constructed by the Declarant shall not be subject to the restrictions and architectural review provisions set forth in the Declaration. Declarant reserves the right to change, from time to time, the style, models, configuration, elevation and other features of the Units which the Declarant reserves the right to build on the Property. The Declarant shall have the right to display signs, monuments and flagpoles for promotional. sales, exhibits, directional and administrative purposes upon any portion of the Property or within any Building or upon any Unit owned by it until the last Unit within the Property is sold and conveyed.

9.16. Reservation of Special Declarant Rights. Declarant reserves for itself (and any successor Declarant) the following rights:

(a) The right to maintain and relocate. from time to time, one (1) or more (but not more than four (4) construction and/or sales offices on the Common Elements (without limitation as to size or location);

(b) Subject to compliance with all Township ordinances and/or the Township's approval. the right to maintain signs on Units owned by the Declarant and on the Common Elements, including promotional and directional signs. as the Declarant may desire in connection with the marketing and/or sale of Units and the construction of buildings and other improvements on the Property;

(c) The right to maintain. locate and relocate offices and models used in connection with the management of and sale or rental of Units owned by the Declarant on the Declarant's Units;

(d) The right and easement to complete all improvements and Units planned or contemplated for construction within the Property including. but not limited to. the Common Elements;

(e) The right to relocate the boundaries between Units and Common Elements, together with the right to prepare. execute and record such amendments to this Declaration and the Plats as may be necessary to show the altered boundaries. to the fullest extent permitted by Section 3214 of the Act;

(f) The right to use and enjoy all easements through the Common Elements for the purpose of constructing. maintaining and/or repairing any improvements required or permitted to be constructed within the Property;

(g) The right to appoint, remove and replace the Board of the Association during the Declarant Control Period. to the fullest extent permitted hereunder and by the Act; and

(h) The right to transfer any or all of the Special Declarant Rights reserved by the Declarant herein in the manner provided for in the Act.

**ARTICLE X - COVENANT FOR ASSESSMENTS** 10.1. Owners' Assessment Obligation.

(a) Each Owner, by acceptance of the deed for his Unit, whether or not it shall be so expressed in the deed or other conveyance, shall be deemed to covenant and agree to pay to the Association all Assessments and any other charges or costs levied by the Association pursuant to this Declaration, including, but not limited to:

(i) Base Assessments to fund Common Expenses for the benefit of all members of the Association;

(ii) Special Assessments as described in Section 10.2(b) below;

(iii) Limited Assessments as described in Section 10.3 below;

(iv) Any other charges or Assessments which may be determined by the Association from time to time to be due and payable by an Owner in accordance with this Declaration; and

(v) Any interest, late charges, collection costs, attorneys' fees, penalties or fines levied by the Board for non-payment of Assessments or for noncompliance with the terms and provisions of this Declaration, the By-Laws or any rules or regulations created by the Board. The Base and Special Assessments, together with any interest thereon, fines, late charges, attorneys' fees, penalties and costs of collection thereof, as hereinafter provided, shall be a charge on the Unit and shall be a continuing lien upon the Unit against which each Assessment is made from the time the Assessments, fines, penalties, late charges, attorneys' fees or costs of collection become due. Each Assessment, together with interest thereon, fines, late charges and costs of collection thereof, as hereinafter provided, shall also be the personal obligation of the Owner of the Unit at the time when the Assessment becomes due. The obligations of each Owner hereunder with respect to Assessments, interest, late charges, fines, attorneys' fees and costs of collection shall be absolute and unconditional obligations of each Owner. No Owner may exempt himself from Assessments or other charges due under this Declaration by waiver of the use or enjoyment of the Common Elements.

10.2. Base Assessments. (a) Base Assessments shall be levied equally on all Units except as provided herein. The Board shall, at least forty-five (45) days before the beginning of each fiscal year, prepare a budget covering the estimated Common Expenses of the Association during the coming year. As applicable and appropriate, the budget shall include reserve funds adequate for the periodic maintenance, repair and replacement of improvements upon the Common Elements and all other parts of the Property which do not consist of Units. The Base Assessment to be levied against each Unit shall be computed by dividing the budgeted Community Expenses by the total number of Units contained on the Property. The Board shall cause a copy of the Community Expense budget and notice of the amount of the Base Assessment to be levied against each Unit for the following year to be delivered to each Owner at least thirty (30) days prior to the beginning of the fiscal year. Such budget and Assessment shall become effective upon passage by the Board. In the event the Board fails for any reason so to determine the budget for any year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the immediately preceding year shall continue for the current year.

(b) Special Assessments. In addition to the Base Assessments, the Board may levy a Special Assessment or Special Assessments from time to time in amounts which the Board deems proper, whenever the Board is of the opinion it is necessary to do so in order to

meet increased operating or maintenance costs, additional capital expenses, or because of emergencies. The obligation to pay Special Assessments for the benefit of all Owners shall be computed on the same basis as for Base Assessments.

10.3. Limited Assessments. (a) In the event a Unit shall not be properly maintained by an Owner as required under this Declaration, the Association shall have the right, after giving the Owner at least fifteen (15) days written notice to cure any maintenance problems or deficiencies, and the Board shall have the right to assess as a Special Assessment the particular Owner for the cost of such maintenance. If the Association incurs any expenses to repair or replace any part of a Unit or the Community damaged by the act, omission or negligence of an Owner, the Board shall have the right to levy upon such Owner a Special Assessment to cover the expenses incurred by the Association to effectuate such remedial action.

10.4. Date of Commencement of Assessments. The Assessments provided for herein shall commence not later than the date the first Unit is conveyed by the Declarant to an Owner.

10.5. Reserve Funds. Commencing not later than the first day of the calendar month during which Assessments begin under this Article X, the Association shall establish one (1) or more Reserve Funds, in an amount or amounts which the Association deems appropriate, to pay the cost of maintenance, repair and replacement of Common Elements and any other parts of the Property that are anticipated to require maintenance, repair or replacement on a periodic basis ("Reserve Funds"). The Owner shall pay such amounts as the Association may direct as part of any Base Assessment or Special Assessment to be applied to any such Reserve Funds.

10.6. Surplus Funds. Any Surplus of the Association remaining after the payment of or provision for Common Expenses and any prepayment of reserves may be used by the Association as determined by the Board and, to the extent not so used, may be credited to the Owners to reduce their future Assessments.

10.7. Time of Payment. Assessments shall be paid in such manner and on such dates as may be fixed by the Board which may include, without limitation, acceleration of the annual Base Assessment for delinquents. Unless the Board otherwise provides, the Base Assessment shall be paid in monthly installments.

10.8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within fifteen (15) days after the due date may upon resolution of the Board bear late fees and charges, and alternatively or additionally, interest from the due date, in amounts and at a rate to be set by the Board for each assessment period. The Association may bring an action at law against the Owner personally obligated to pay the same or an action to foreclose the lien against his Unit and there shall be added to the amount due the cost of preparing and filing the complaint in such action, advertising and other costs, and in the event a judgment is obtained, such judgment shall include interest on the amount due as herein provided and reasonable attorneys fees to be fixed by the court together with costs of the action. If the Board has provided for collection of assessments in installments, upon default in the payment of anyone or more installments, the Board may accelerate payment and declare the entire balance of said assessment due and payable in full. The Board may notify any institutional or other lender holding a mortgage lien on such Unit of the nonpayment of assessments. In the event of a delinquency in the payment of any assessment when due, the Board shall have the right to accelerate and call due any assessments which will become due and payable within the next succeeding twelve (12) month period and suspend the voting rights of an Owner or Member and the right of an Owner or Member to use any of the Common Elements.

10.9. Power to Confess Judgment to Collect Delinquent Assessments. **AS A MEANS OF ENFORCING THE' OBLIGATION OF THE OWNERS TO PAY ALL ASSESSMENTS LEVIED PURSUANT TO THIS DECLARATION, THE BOARD**

**SHALL HAVE THE RIGHT AND POWER TO OBTAIN A JUDGMENT OR JUDGMENTS FOR DELINQUENT ASSESSMENTS BY CONFESSION AGAINST THE OWNER AGAINST WHOM SUCH DELINQUENT ASSESSMENTS HAVE BEEN LEVIED. ACCORDINGLY, EACH OWNER, BY SUCH OWNER'S ACCEPTANCE OF THE DEED TO HIS OR HER UNIT, SHALL BE DEEMED TO HAVE APPOINTED ANY ONE OR MORE MEMBERS OF THE BOARD (DURING SUCH MEMBER'S TERM OF OFFICE) AS THE ATTORNEY-IN-FACT FOR SUCH OWNER TO CONFESS JUDGMENT AGAINST SUCH OWNER IN ANY COURT OF COMPETENT JURISDICTION IN THE COMMONWEALTH OF PENNSYLVANIA FOR ANY DELINQUENT ASSESSMENT OR ASSESSMENTS, FOR THE PURPOSE OF WHICH A COPY OF THIS SECTION AND A COPY OF THE OWNER'S DEED TO HIS OR HER UNIT (BOTH VERIFIED BY THE AFFIDAVIT OF ANY MEMBER OF THE BOARD) SHALL BE SUFFICIENT WARRANT. THE AUTHORITY HEREIN GRANTED TO CONFESS JUDGMENT SHALL NOT BE EXHAUSTED BY ANY EXERCISE THEREOF BUT SHALL CONTINUE AND BE EFFECTIVE AT ALL TIMES WITH RESPECT TO EACH AND EVERY DELINQUENT ASSESSMENT. SUCH AUTHORITY TO CONFESS JUDGMENT AND THE AFORESAID APPOINTMENT OR ATTORNEYS-IN-FACT, BEING FOR SECURITY, SHALL BE IRREVOCABLE. THE BOARD SHALL NOT EXERCISE ITS RIGHT TO OBTAIN A JUDGMENT BY CONFESSION AGAINST ANY INSTITUTIONAL LENDER WHO HAS ACQUIRED TITLE TO A UNIT BY FORECLOSURE SALE OR DEED OR ASSIGNMENT IN LIEU OF FORECLOSURE, NOR SHALL SUCH RIGHT BE EXERCISED AGAINST ANY OWNER EXCEPT AFTER THE BOARD SHALL HAVE GIVEN THE DELINQUENT OWNER AT LEAST TEN (10) DAYS' NOTICE OF ITS INTENTION TO DO SO.**

10.10. Subordination and Release of Lien to Mortgagee. Any Unit subject to the lien of the Assessments provided for herein shall be relieved of such lien to the extent hereinafter described upon the exercise by a Permitted Mortgagee of the remedies provided in a Permitted Mortgage which results in the Permitted Mortgagee obtaining possession of such Unit by foreclosure or a Deed or assignment in lieu of foreclosure. The release of lien shall be applicable only to the extent that such lien relates to assessments or charges which have accrued prior to the mortgagee taking possession by foreclosure of the Mortgage or Deed or assignment in lieu of foreclosure. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage now or hereafter placed upon the Unit

10.11. Initial Assessment. Every Owner, at the time of such Owner's purchase of the Unit from the Declarant, shall pay to the Association the nonrefundable sum of One Five Hundred Dollars (\$500.00) as an initial assessment, such sums to be applied by the Association as determined by the Board. Upon any resale of a Unit and purchase by a subsequent owner, the purchasing owner shall pay the Association a nonrefundable sum of Five Hundred Dollars (\$500.00), or such other amount as the Association may establish from time to time.

10.12. No Waiver of Use. No Owner may exempt himself from the payment of assessments levied by the Association or release his Unit from the liens created for nonpayment of assessments by waiver of the use or enjoyment of the Common Elements, or by abandonment of his Unit or by any conveyance of covenant severing the rights and benefits from the Unit or otherwise. The obligation to pay assessments is absolute and unconditional and in addition to being a covenant running with the land, is a personal obligation to each Owner and shall not be subject to set-off or counter-claim.

10.13. Governmental Fines, Etc. All local government fines, penalties and assessments against a Unit or the Common Elements may be imposed and liened directly against the responsible Owner or the Owner's Unit or the Association or the Common Elements without

reference to any duties or functions of the Association or the Board.

10.14. Mortgage Foreclosure. If a mortgagee or other purchaser of a Unit acquires title to the Unit as a result of foreclosure of the first mortgage lien, or by deed in lieu of foreclosure or otherwise, the acquirer of title, his successors and assigns, shall not be liable for the share of Common Expenses or other charges by the Association pertaining to the Unit or chargeable to the Owner who previously owned the Unit which have accrued in the six (6) months prior to acquisition of title as a result of the foreclosure. The unpaid share of the charges shall be a Common Expense collectible for all Owners including the acquirer of the Unit by foreclosure, his successors and assigns.

10.15 Monthly Payments of Base Assessments. All Base Assessments made in order to meet the requirements of the Association's annual budget shall be deemed to be adopted and assessed on a monthly basis (rather than on an annual basis payable in monthly installments) and shall commence and be due and payable in advance on the first day of each month after settlement by the Owner on the Unit.

**ARTICLE XI - USE RESTRICTIONS** 11.1. Use Restrictions. The Property shall be held, used and enjoyed subject to the following limitations and restrictions, subject to the exemption of Declarant contained herein.

11.2. Use. Units shall be used for residential purposes only. The Declarant, its successors and assigns, may use any portion of the Property for a model home site and display, sales and/or construction office during the construction and sales period of the Community.

11.3. Maintenance. Except as otherwise set forth herein, each Unit, and the Dwelling and other improvements erected thereon, shall be maintained by its Owner and/or occupants in a safe, clean and sanitary condition, in good order and repair, and in accordance with all applicable restrictions, conditions, ordinances, codes and any rules or regulations which may be applicable under this Declaration or under law.

11.4. Nuisances. No noxious or offensive activity (including but not limited to the repair of motor vehicles) shall be carried on, in or upon any Unit or Common Elements nor shall anything be done therein which may be or become an unreasonable annoyance or a nuisance to any other Owner. No loud noises or noxious odors shall be permitted on the Property, and the Board shall have the right to determine in accordance with the Bylaws if any noise, odor or activity producing such noise, odor or interference constitutes a nuisance. Without limiting the generality of any of the foregoing provisions, no horns, whistles, bells or other noxious sound devices (other than security devices used exclusively for security purposes), noisy or smoky vehicles, large power equipment or large power tools, unlicensed off-road motor vehicles or other items which may unreasonably interfere with television or radio reception of any Owner in the Property, shall be located, used or placed on any portion of the Property, or exposed to the view of other Owners without the prior written approval of the Association. Fireplaces and chimneys will be cleaned and maintained on a regular basis by the Owner, and proof of compliance may be required by the Association.

11.5. Parking and Vehicular Restrictions. (a) No Owner or occupant shall leave any non-operating vehicle, any vehicle not currently registered and licensed, nor any vehicle having an invalid and expired state motor vehicle inspection sticker parked anywhere on the Property except if entirely enclosed in the garage.

(b) Driveways, streets and other exterior parking areas on the Property shall be used by Owners, occupants and guests only for those types of vehicles which are permitted by

applicable Township ordinance.

11.6. Outdoor Activities. The Association shall be permitted to adopt Rules and Regulations with regard to the following (which may change from time to time): No garbage, refuse or rubbish shall be deposited on the Common Elements unless placed in a suitable container located and screened from view from other Units. All rubbish, refuse and garbage shall be disposed of on a regular basis (but in no event less than weekly) by a duly licensed hauler. The Association shall be responsible for the contracting for the trash removal of each Unit. Trash shall be put out for pick up by the curb no earlier than after dark on the evening before the designated pick up day. Trash cans and any other refuse container must be removed after pick up, the day of said pick up. No refuse or any personal effects are to be stored on the side of the house facing the street, or in the front yard. Each Unit shall be kept free and clear of rubbish, debris and unsightly materials. No building material or equipment of any kind or character shall be placed or stored upon the Units except within the confines of an enclosed structure or except in connection with construction on the Unit, which construction shall be promptly commenced and diligently prosecuted to completion within a reasonable time. No household fabrics shall be hung, aired or dried outside the Unit.

11.7. Outside Installations. The Association shall be permitted to adopt Rules and Regulations with regard to the following (which may change from time to time): Any exterior lighting installed on a Unit shall be indirect or of such controlled focus and intensity as to not disturb the residents of the Units. No overhead wires (including telephone, electric and television cable wires) be erected or maintained on the Property except by the Declarant during the construction phase of the Project. No Owner or occupant shall erect or maintain on the front side of any Unit, antenna or satellite signal reception devices and no such structures in excess of eighteen inches (18") in diameter may be mounted on the exterior of any Dwelling or maintained on any Unit. No awnings or window guards may be erected on any portion of a Dwelling with the prior written approval of the Architectural Committee. No tents, storage tanks or accessory buildings or structures shall be erected or permitted to remain on a Unit, Common Elements or Limited Common Elements. No basketball or other sports equipment shall be installed upon any portion of any Unit or Limited Common Element. No clothes lines shall be permitted in the Community

11.8. Resales. (a) Reference to Declaration. The deed or instrument transferring title to any Unit shall contain a provision incorporating by reference the Covenants, Easements and Restrictions and the Declaration Plan set forth in this Declaration.

(b) Notification. The Seller of a Unit shall notify the Board as to his intent to sell the Unit so that an Estoppel Certificate may be prepared.

(c) Estoppel Certificate. Within ten (10) days of the receipt of such notification, the Board shall prepare an Estoppel Certificate which shall set forth any assessments and charges due upon such Unit at the time of conveyance and certify as to whether or not there are violations remaining on the Unit as of the date of preparation of such certificate. This certificate shall be mailed to the place designated by Seller. Payment of outstanding assessments, if any, and a reasonable charge to cover the cost of providing such certificate shall be transmitted directly to the Association by the closing attorney or title company.

(d) Documents. It shall be the responsibility of the Seller of any Unit to provide the Buyer of the Unit with a complete copy of the Declaration, the Articles, the By-Laws and the Rules and Regulations of the Association, if any, at the time of the signing of an Agreement of Sale for said Unit.

11.9. Fences. Fences shall be permitted provided they are three rails, post and rail design, constructed of white vinyl.

11.10. Signs. No signs, posters, displays, billboards or other advertising device of any kind shall be displayed to the public view on any portion of the Property. An Owner shall be allowed to erect a “for sale” or “for rent” sign subject to compliance with all Township Ordinances. The Declarant and the Association shall have the right to maintain a community sign and entrance features in the Common Elements including planting beds and entrance signage as the Declarant or the Board shall determine. Nothing contained herein shall prevent the Declarant from installing such development signs as the Declarant deems necessary during the construction and sales phase of the Project.

11.11. No Further Subdivision. There shall be no further subdivision of the Property except in accordance with the Plan.

11.12. Leasing of Units. Except as expressly provided in this Section, there shall be no restrictions on the leasing of Units. No transient tenants may be accommodated in any Unit, and no lease shall be for less than a whole Unit, nor for an initial term of less than one (1) year. Each lease shall be in writing and shall provide the terms of the lease, shall be subject in all respects to the provision of the Act, this Declaration, the By-Laws and the Rules and Regulations of the Association, and that any failure by the Lessee to comply with the terms of such document shall be an event of default under the lease. Each Owner or tenant of such Owner shall be subject to the limitations for guest ‘set forth herein. The Association shall be a third party beneficiary of such covenants in any Lease and shall have the right to enforce them. An Owner shall not engage in the leasing of his Unit except after having his lessee execute a Lease which contains the following provision:

“Lessee hereby agrees to be bound by all terms and conditions contained in the Declaration of Brandywine Springs Farm, a Planned Community, By-Laws and Rules and Regulations of the Association as the same shall apply to the Unit leased hereunder, and agrees to assume all duties and responsibilities and be jointly and severally liable to the Owner for all of the liabilities and for the performance of all of the obligations applicable to the Owners under the Act, the Declaration, the Articles and the By-Laws or otherwise during the term of the Lease.”

11.13. Declarant Exemption. Declarant or its successors or assigns will undertake the work of constructing and developing all of the Unit and Common Elements included within the Property. The completion of that work and sale, rental and other disposal of Units is essential to the establishment and welfare of the Property as a residential community. As used in this Section and its subparagraphs, the words “its successors and assigns” specifically do not include purchasers of Units improved with Units. In order that said work may be completed and the Community be completed and established as a fully occupied residential community as rapidly as possible, no Owner nor the Association shall do anything to interfere with, and nothing in this Declaration shall be understood or construed to:

(a) Prevent Declarant, its successors or assigns, or the contractors or subcontractors, from doing on any Unit or Common Elements whatever it determines to be necessary or advisable in connection with the completion of said work, including without limitation the alteration of its construction plans and designs as Declarant deems advisable in the course of development.

(b) Prevent Declarant, its successors or assigns, or their representatives, from erecting, constructing and maintaining on any Unit, Common Elements or portion thereof, owned or controlled by Declarant, or its successors or assigns, or its or their contractors or subcontractors, such structures and equipment as may be reasonably necessary for the conduct of its or their business of completing said work and establishing the Property as a residential

community and disposing of the same in Units by sale, lease or otherwise.

(c) Prevent Declarant, its successors or assigns, or its contractors or subcontractors, from maintaining such signs on any Unit or Common Elements as may be necessary including, but not by way of limitation, safety and Unit identification signs in connection with the sale, lease or other marketing of Units in the Property.

(d) Prevent Declarant, its successors or assigns, from granting additional licenses, reservations and rights-of-way to itself, to utility companies, or to others as may from time to time be reasonably necessary for the proper development and disposal of the Property.

The provisions herein restricting Owners and the Association from interfering with the construction activities of the Declarant shall survive turnover of control of the Association.

11.14. Exterior Construction Materials. All Dwellings and outbuildings are to be either Pennsylvania Farmhouse or Country. Plans are to reviewed and approved by the Declarant until such time as the Association forms an architectural committee to review and approve the plans. The approval shall not be unreasonably withheld.

**ARTICLE XII - COMPLIANCE AND DEFAULT** 12.1. Compliance and Default. (a) Each Owner shall be governed by and shall comply strictly with the terms, covenants, conditions and restrictions of this Declaration, the By-Laws, and any rules and regulations adopted pursuant thereto, and the same as they may be amended from time to time.

(b) The Board shall have the power to adopt, amend and enforce compliance with any reasonable rules and regulations relative to the operation, use and occupancy of the Property consistent with the provisions of this Declaration, including, but not limited to enforcement procedures and penalties for violations of this Declaration, the By-Laws and any rules and regulations adopted pursuant thereto which the Board shall deem appropriate. Any rules and regulations shall be adopted or amended, from time to time, by means of appropriate resolutions duly approved by the Board in accordance with the By-Laws. A copy of the rules and regulations and copies of any amendments thereto shall be delivered or mailed to each Owner and occupant of a Dwelling promptly after the adoption thereof and shall become binding upon all Owners, their successors in title and assigns, and occupants of Units.

(c) Failure of the Owner to comply with any provisions of this Declaration or the By-Laws or any rules and regulations adopted pursuant thereto shall entitle the Association or Owners to the remedies provided in this Declaration, and also to the following relief, none of which shall be exclusive of any other remedies:

(i) Suits: Failure to comply with the terms of this Declaration, the By-Laws and any rules and regulations adopted pursuant thereto shall entitle the Association or any aggrieved Owner or any Permitted Mortgagee to sue for the recovery of damages or for injunctive relief, or both. This relief shall not be exclusive of other remedies provided by law.

(ii) Costs and Attorneys' Fees: In any proceeding arising because of an alleged failure of an Owner to comply with the terms of this Declaration, the By-Laws and any rules and regulations adopted pursuant thereto, the prevailing party shall be entitled to recover the costs of the proceeding and reasonable attorneys' fees; provided, however, that no costs or attorneys' fees may be recovered against the Board in any action unless the court shall first expressly find that the Board acted in bad faith.

(iii) No Waiver of Rights: The failure of the Declarant or the Board, or any Owner to enforce any covenant, restriction or other provision of this Declaration, the By-laws or any rules

and regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

12.2. Complaint and Hearing Procedure. (a) Unless the internal remedies provided by this Section and any rules and regulations promulgated by the Board shall be expressly waived by the Association, or the Association fails or refuses to act, no action at law or in equity shall be commenced by any Owner or occupant of a Unit until this internal remedy is pursued to exhaustion.

(b) The Board shall hear complaints from Owners or occupants of Units of alleged violations of this Declaration (other than violations with respect to Assessment obligations), the By-Laws and any rules and regulations of the Association.

(c) The Board shall hold a hearing on any complaint within thirty (30) days after the receipt by the Board of a formal notice of complaint from an Owner or occupant of a Unit. A decision shall be issued in writing by the Board of Directors within ten (10) day after the conclusion of the hearing.

(d) The Board shall have the right to establish various rules and procedures governing the operation and administration of the complaint and hearing process and the enforcement of this Declaration, the By-Laws and any rules and regulations.

(e) In hearings before the Board, all parties shall be entitled to be represented by counsel.

(f) To the extent permitted under law, the Board shall have the remedy of specific performance against a Unit Owner.

**ARTICLE XIII - INDEMNIFICATION OF OFFICERS, MEMBERS OF THE BOARD AND COMMITTEE MEMBERS**

13.1. Indemnification. The Association shall indemnify each of its Directors, officers and employees whether or not then in service as such (and his or her executor, administrator and heirs) against all reasonable expenses actually and necessarily incurred by him or her in connection with the defense of any litigation to which the individual may have been a party because he or she is or was a Director, officer or employee of the Association. The individual shall have no right to reimbursement, however, in relation to matters as to which he or she has been adjudged liable to the Association in the performance of his or her duty as director, officer or employee by reason of willful misconduct, bad faith, gross negligence or reckless disregard of the duties of his or her office or employment. The right to indemnify for expenses shall also apply to the expenses of suits which are compromised or settled if the court having jurisdiction of the matter shall approve such settlement. The foregoing right of indemnification shall be in addition to, and not exclusive of, all other rights to that which such director, officer or employee may be entitled.

13.2. Limited Liability of Directors. (a) Fiduciary Relationship. A Director of this Association shall stand in a fiduciary relation to this Association and shall perform his duties as a Director, including his duties as a member of any committee of the Board upon which he may serve, in good faith, in a manner he reasonably believes to be in the best interests of this Association, and with such care, including reasonable inquiry, skill and diligence, as a person of ordinary prudence would use under similar circumstances. In performing his duties, a Director 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:

(i) One or more Directors or employees of this Association whom the Director reasonably believes to be reliable and competent in the matters presented.

(ii) Counsel, public accountants or other persons as to matters which the Director reasonably believes to be within the professional or expert competence of such persons.

(iii) A committee of the Board upon which he does not serve, duly designated in accordance with law, as to matters within its designated authority, which committee the Director reasonably believes to merit confidence. A Director 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.

(b) Reliance. In discharging the duties of their respective positions, the Board, committees of the Board and individual Directors may, in considering the best interests of this Association, consider the effects of any action upon employees, upon suppliers and customers of this Association and all other pertinent factors. The consideration of these factors shall not constitute a violation of Section 13.2 hereof

(c) Presumption. Absent breach of fiduciary duty, lack of good faith or self-dealing, actions taken as a Director or any failure to take any action shall be presumed to be in the best interests of this Association.

(d) Limited Liability. A Director of this Association shall not be personally liable for monetary damages as such for any action taken, or any failure to take any action, unless: (i) The Director has breached or failed to perform the duties of his office under Section 13.2. hereof; and (ii) The breach or failure to perform constitutes self-dealing, willful misconduct or recklessness.

(e) Exclusion to Limited Liability. The provisions hereof shall not apply to: (i) The responsibility or liability of a Director pursuant to any criminal statute; or (ii) The liability of a Director for the payment of taxes pursuant to local, state or federal law.

**ARTICLE XIV - MORTGAGEE PROVISIONS** 14.1. Reports and Notices. Upon the specific written request of a holder of a Permitted Mortgage on a Unit, the Permitted Mortgagee shall be entitled to receive some or all of the following as designated in the request to the same extent as an Owner: copies of budgets, notice of assessment; audited or unaudited financial statements; notices of meetings; notice of decision of Owners to make any material amendment to this Declaration; notices of the commencement of any condemnation or eminent domain proceedings with respect to any part of the Property; and the right to examine the books and records of the Association. Failure to comply with the requirements set forth above shall in no way invalidate otherwise proper actions of the Association and/or the Board.

14.2. Subordination of Assessment Lien to Mortgages. The lien of the assessments provided for herein shall be subject and subordinate to the lien of any Permitted Mortgage held by a Permitted Mortgagee. Sale or transfer of any Unit shall not affect the assessment lien. However, the sale or transfer of any Unit pursuant to mortgage foreclosure or any Deed or proceeding in lieu of foreclosure (other than foreclosure by the Association of its own assessment lien) shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer, except for claims for a share of such assessments resulting from a reallocation thereof among all Owners and Units including the Unit so sold. No sale or transfer shall release such Unit from liability for any assessment thereafter becoming due or from the lien thereof.

**ARTICLE XV - GENERAL PROVISIONS** 15.1. Amendments Generally. Subject to the other provisions of this Declaration relative to amendment, this Declaration in the following manner:

(a) Before Last Conveyance. Prior to the transfer of all of the Units owned by the Declarant to an Owner, the Declarant may amend this Declaration in any legal fashion as the Declarant may deem appropriate.

(b) After Last Conveyance. After the last transfer of title to the Units by the Declarant, each of the following conditions shall apply; provided, however, that any other provisions of this Declaration setting forth other conditions of amendment shall take precedence:

(i) Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any annual or special meeting of the Community Association in which a proposed amendment is considered, and shall be served upon all Members in the manner hereinafter provided for service of notices.

(ii) Resolution. An amendment may be proposed by either the Board or by at least fifty percent (50%) of the interests of the Members. No resolution of the Board adopting a proposed amendment shall be effective until it has the affirmative vote of at least seventy-five percent (75%) of the interests of the Members.

(iii) Agreement. In the alternative, an amendment may be made by an agreement signed and acknowledged by at least seventy-five percent (75%) of the interests of the Members in the manner required for the execution of a deed, and this amendment shall be effective when recorded.

(c) Amendment to Correct Errors. If any amendment to this Declaration or the By-Laws is necessary in the judgment of the Board to correct any ambiguity or to change, correct or supplement anything appearing or failing to appear therein which is incorrect, defective or inconsistent with anything in this Declaration or the By-Laws or to the requirements of the municipality in which the Property is located, the Board may, at any time and from time to time effect an appropriate corrective amendment without the approval of the Owners of all or part of the Property, upon receipt by the Board of an opinion from independent legal counsel to the effect that the proposed amendment is permitted by the terms of this paragraph. Each amendment shall be effective upon its recording.

(d) Limitation on Amendments. For so long as Declarant continues to own any Unit or continues to have any right to build any Unit, no amendment of this Declaration shall make any changes which would in any way affect any of the rights, privileges, powers and options of the Declarant unless the Declarant shall join in the execution or amendment.

(e) Execution and Recording. A copy of each amendment shall be executed and acknowledged by the officers of the Community Association with the formalities of a deed. The amendment shall be effective when the amendment is recorded in the Office of the Recorder of Deeds in and for Montgomery County, Pennsylvania.

(f) Township Approval. Notwithstanding the foregoing, the following Sections may not be revised without the prior written consent of the Township: 5.10., 5.11., 9.13. and 15.7..

15.2. Duration. The covenants and restrictions of the Declaration shall run with and bind the land perpetually. The Declaration shall not be terminated without the prior written approval of the Township.

15.3. Enforcement. The Township shall have all rights of enforcement as otherwise set forth herein, and any and all rights of enforcement which may now exist or may hereinafter be established by law.

15.4. Severability. Invalidation of any one of those covenants or restrictions by

judgment or court order shall in no way affect any other provisions which shall remain in full force and effect

15.5. Effective Date. This Declaration shall become effective when recorded in the Office of the Recorder of Deeds of Chester County, Pennsylvania.

15.6. Governing Law. This Declaration and any questions concerning its validity, construction or performance shall be governed by the laws of the Commonwealth of Pennsylvania.

15.7. Notification. The Township Manager shall be provided with notification of the mailing address of the Association, the Board and the names and addresses of the members of the Board and the officers of the Association, and such mailing information shall be kept current.

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

15.9. Binding. This Declaration shall run with the Property and all of the Units and shall further inure to the benefit of and shall be binding upon the Declarant's successors or assigns.

**IN WITNESS WHEREOF**, the Declarant, **ANNE W. SHEA LIVING TRUST and NORMAN J. SHEA LIVING TRUST**, each a Pennsylvania trust, have executed this Declaration on this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

DECLARANT:  
**ANNE W. SHEA LIVING TRUST**

\_\_\_\_\_

Witness

By: \_\_\_\_\_  
Thomas J. Shea, Trustee

**NORMAN J. SHEA LIVING TRUST**

\_\_\_\_\_

Witness

By: \_\_\_\_\_  
Thomas J. Shea, Trustee



## **LIST OF EXHIBITS**

- |           |                                   |
|-----------|-----------------------------------|
| EXHIBIT A | Legal Description of the Property |
| EXHIBIT B | Easements and Licenses            |
| EXHIBIT C | Reduced Size Copy of the Plan     |
| EXHIBIT D | Percentage Interests of the Units |

**PREPARED BY:**

Donald J. Weiss, Esquire  
Donald J. Weiss, Esquire, P.C.  
6 Hilloch Lane  
Chadds Ford, PA 19317

**RETURN TO:**

Donald J. Weiss, Esquire  
Donald J. Weiss, Esquire, P.C.  
6 Hilloch Lane  
Chadds Ford, PA 19317

Parcel No. \_\_\_\_\_

**DECLARATION OF**

**BRANDYWINE SPRINGS FARMS, A PLANNED COMMUNITY**

