

Exhibit A-2D

INITIAL DRAFT: SUBJECT TO MODIFICATION/FINALIZATION AT A LATER TIME

, A PLANNED COMMUNITY

DECLARATION OF PLANNED COMMUNITY

This **DECLARATION OF PLANNED COMMUNITY** (this “**Declaration**”) is made this ____ day of _____, by the **TRUSTEES OF THE DORRANCE HAMILTON 3/15/1996 REVOCABLE AGREEMENT OF TRUST** (hereinafter the “**Declarant**”).

ARTICLE 1. THE PROPERTY

1.1. **The Property.** Declarant is the owner of certain properties currently known as 208 Strafford Avenue, 228 Strafford Avenue, and 18 Forrest Lane, containing approximately 7.523 acres, more or less, being Folio No.’s 36-01-00538-00; 36-01-00538-00; 36-01-00539-00; 36-01-00540-00; and 36-01-00236-02, located in Wayne, Radnor Township, Delaware County, Pennsylvania (the “**Property**”) which property is more fully described on **Exhibit “A”** attached hereto and made a part hereof.

ARTICLE 2. SUBMISSION OF PROPERTY TO PORTIONS OF THE UNIFORM PLANNED COMMUNITY ACT

2.1. **Submission of Property.** Declarant hereby submits the Property and all easements, covenants, conditions and restrictions, rights and appurtenances belonging thereto, to the provisions of the Pennsylvania Uniform Planned Community Act, 68 Pa. C.S. § 5101 et seq. (herein called the “**Act**”) which provisions of Act are hereby incorporated herein by reference, and Declarant hereby creates a planned community (“**Community**”).

2.2. **Name.** The name by which the Community shall hereafter be identified is _____, a Planned Community.

2.3. **Administration.** The administration of the Property and the operation, regulation and management of the Association (hereinafter defined) shall be governed by this Declaration, the By-Laws (hereinafter defined), and the applicable provisions of the Act, as each of them may be, from time to time, amended and which shall together constitute the rules for the regulation and management of the Property, including the Units and Common Elements.

2.4. **Binding Effect.** The rights, covenants, articles, obligations, duties, benefits, easements and regulations created, declared and contained in this Declaration shall benefit and bind the Declarant, each Unit Owner, the Association, and the Board, all purchasers, lessees, users, mortgagees and lienholders of any of the Units, and their respective heirs, administrators, successors, personal representatives and assigns, and shall at all times hereafter be appurtenant to, affect and run with the Units and the Unit Owner’s interest in the Common

Elements as a member of the Association, as well as to and with the Property generally. All present and future owners, mortgagees, lienholders, lessees, and users of the Units and of the Common Elements, and their agents and employees, and any other person or entity who or which may use the facilities of the Property, and their respective heirs, executors, successors, personal representatives and assigns, are subject to and bound by and shall comply with the provisions of this Declaration, and the acceptance of any such lease, deed, mortgage, or other such instrument, or the act of occupancy or use of such facilities or of the Property, shall constitute an agreement to be subject to and so bound and shall constitute an acceptance and ratification of this Declaration.

ARTICLE 3. DEFINITIONS

3.1. **Definitions.** The following terms when used herein and in _____ Homeowners' Association, Inc.'s Bylaws (hereinafter called the "Bylaws") are defined according to the meanings ascribed to them by this Section 3.1. Any term used herein or in the Bylaws, which is not defined in this Section 3.1, but is defined in the Act, shall have the meaning ascribed to it by the Act.

(a) "Association" or "Homeowners' Association" shall mean _____ Homeowners' Association, Inc., a Pennsylvania non-profit corporation, which is charged with the duties and empowered with the rights as set forth within its Articles of Incorporation, its Bylaws and this Declaration.

(b) "Board" shall mean the Board of _____ Homeowners' Association, Inc.

(c) "Common Expenses" shall mean the expenses of the operation, preservation and maintenance of the Common Elements, the expenses of the Board in managing the affairs of the Association and in otherwise exercising its powers and duties hereunder, all taxes and insurance on the Common Elements and all expenses agreed upon as common by all the Unit Owner's or declared common by this Declaration.

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

(e) "Common Facilities" shall mean any real estate within the Community which is owned by the Association. The term does not include a Unit, but includes the following:

(1) Any decorative entrance wall or signage constructed at the entrances to the Property;

(2) Any screening wall located on the Property;

(3) All fencing located on the Property;

(4) The internal drives (collectively, “**Internal Drives**”) depicted on the Plan, but not including the individual Unit paved driveway areas between the internal drives and the individual Units;

(5) The parking spaces located along the Internal Drives;

(6) The sidewalks serving more than one Unit located along the Internal Drives;

(7) Other sidewalks or paths on the Property that do not serve only one (1) Unit;

(8) The “Common Open Space” and “Buffer” areas designated on the Plan;

(9) The storm water management facilities serving the Property including basins, all pipe, inlet and manhole structures, outflow structures and endwall dissipaters located on the Property;

(10) Post lighting with lit house numbers;

(11) All landscaping and plantings on the Property not part of a Limited Common Element;

(12) Any fencing installed in the Common Open Space in accordance with the Plan;

(13) Any pipe, wire, cable, sewer or water lines, conduits or other installations for services and utilities serving more than one Unit; and

(14) All portions of the Property not designated as a Unit or Limited Common Element.

(f) “**Controlled Facilities**” shall have the meaning ascribed in the Act.

(g) “**Limited Common Element**” shall have the meaning provided in the Act and shall for each Unit include: (i) that Unit’s individual driveway, walkway(s), and landscaping; (ii) the area between the front of the Unit and the adjoining Internal Drive (with the exception of any sidewalk that serves more than one Unit and that extends along the edge of the Internal Drive); and (iii) the open area to the rear of each Unit extending no further from the Unit than x feet from the outermost rear wall of the Unit.

(h) “**Unit Owner**” or “**Owner**” shall mean the natural individual, corporation, partnership, association, fiduciary or other legal entity at the time of reference owning a Unit in fee simple, or the group of two (2) or more thereof then so owning a Unit as tenants in common, joint tenants or tenants by the entireties. The Declarant shall be the Unit Owner of each of the forty-one (41) Units until the date of the conveyance thereof to the first

Unit Owner thereof other than the Declarant, and as such shall have all of the rights and obligations of a Unit Owner in respect thereto.

(i) “**Regular Assessment**” shall mean the assessment of each Unit Owner made periodically (and in no event less than annually) for payment by each Unit Owner of its pro rata share of estimated Common Expenses.

(j) “**Special Assessment**” shall mean the assessment made by the Association in a given year for the purpose of defraying, in whole or in part, the cost of any unexpected construction, reconstruction, expansion, repair, or replacement of the Common Elements.

(k) “**Stormwater Management Facilities**” shall mean the storm water management facilities serving the Property including basins, all pipe, inlet and manhole structures, outflow structures and endwall dissipaters located on the Property as shown on the Plan;

(l) “**Plan**” shall mean the final, recorded land development plans approved by the Township of Radnor, Delaware County, for the Community, together with all plans and documents referenced therein, as each of the same may be amended from time to time in accordance with all required governmental approvals.

(m) “**Township**” shall mean Radnor Township, Delaware County, Pennsylvania.

ARTICLE 4.
UNIT IDENTIFICATION, BOUNDARIES AND
COMMON EXPENSES: MAINTENANCE RESPONSIBILITIES

4.1. **Unit Boundaries.** Each Unit shall consist of a semi-attached dwelling, also known as a townhome (“**Dwelling**”), and the ground thereunder depicted on the Plan (collectively, the “**Unit**”), including, but not limited to, the exterior surface of the roof of such Unit, all siding or other finishing materials on the exterior of such Unit, and a patio or deck attached to a Unit; provided that where an interior party wall is between two Dwellings, the horizontal boundary shall be the center line of such party wall. A Unit shall include the duct work and faces of the heating/air conditioning vents serving the Dwelling. Any pipes, ducts, wires, cables, flues, meters, sewer or water lines, conduits or other installations for services and utilities serving only the particular Dwelling (whether or not located within the Unit) shall be part of that Unit;

Each Unit shall also include, to the extent any of the following are purchased by Unit Owner and situated within the Unit, any ovens, ranges, dishwashers, garbage disposals, washers, dryers, sinks, tubs, showers, cabinets, lavatories, water closets, exhaust fans, light fixtures, floor coverings and all heating, air conditioning and ventilation equipment; and any other appliances situated within the Unit and serving only the same. Any deck, patio, or steps serving only that Unit shall be part of the Unit.

4.2. **Maintenance and Repair of Common Facilities and Other Items.** The Association shall be responsible, at the Association's expense, for the maintenance and repair of any Common Elements (including the Limited Common Elements, except as set forth below). The allocation of responsibilities is set forth on **Exhibit "B"** attached hereto and made a part hereof. 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 Facilities. Unit Owners shall be solely responsible for the maintenance, repair and replacement of the Units. Notwithstanding that the Association shall be responsible for snow removal and landscaping on the Limited Common Elements, each Unit Owner shall be responsible for any repaving or other repairs on the driveways and walkways serving its Unit.

4.3. **Relocation of Unit Boundaries; Subdivision and Conversion of Units.** Relocation of boundaries between Units and subdivision or conversion of Units will be permitted subject to compliance with the provisions therefor in §§5214 and 5215 of the Act.

**ARTICLE 5.
ALLOCATION AND RESTRICTION OF
COMMON FACILITIES AND LIMITED COMMON FACILITIES**

5.1. **Common Facilities Uses.** The Common Elements (except the Limited Common Elements) shall be used in common by Unit Owners and occupants, and their invitees in accordance with the purposes for which they are intended, and as may be required for the purpose of access, ingress to, egress from, use, occupancy, and enjoyment of Units, provided, however, that unless specifically provided otherwise herein, no Common Element shall be used for any purpose other than the health, safety, welfare, convenience, comfort, recreation or enjoyment of the Unit Owners and occupants, subject to such rules and regulations as may from time to time be promulgated by the Association.

5.2. **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 (including the Limited 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 Common 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; provided, however, any landscaping and snow removal costs incurred with respect to the Limited Common Elements may be assessed as a general Common Expense to all Unit Owners.

(b) Each Unit 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 Facilities or by abandonment of his or her Unit or otherwise. The obligation to pay Assessments is absolute and unconditional and shall not be subject to set-offs or counterclaims.

5.3. **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 Declarant's Rights or duly executed by all of the Owners affected thereby and their mortgagees. The Common Expense Percentage for a particular Unit. The Common Expense Percentages are set forth in **Exhibit "C"** attached hereto and made a part hereof.

Limited Common Elements. Portions of the Common Facilities which are marked on the Plan as "Common Facilities" may be assigned and designated as "Limited Common Elements" as described herein.

ARTICLE 6. HOMEOWNERS' ASSOCIATION

6.1. **Membership in the Association.** By acceptance of the Deed for a Unit, each grantee thereof shall become a member of the Association and shall so be a member for so long as said grantee remains the legal titleholder to a Unit. Each Unit shall carry with it one membership in the Association regardless of the number of individuals or entities owning an interest in a Unit. For purposes of voting and other participation in the Association, all said individuals or entities shall be in all respects treated as a single membership in the Association which membership shall cease automatically and forthwith upon conveyance of the legal title to the Unit voluntarily or otherwise, by the Unit Owner. Membership in the Association may never be conveyed, leased or encumbered separate from the Unit.

6.2. **Office.** The Board and the Association and its officers shall maintain an office at the Property or at such other location within Delaware County or any contiguous county in Pennsylvania as the Board may from time to time specify.

6.3. **Title to Common Elements Vested in the Association.** Title to the Common Elements, including but not limited to the Common Open Space, shall at all times be vested in the Association.

6.4. **Improvements to be Constructed.** The Declarant shall cause to be completed on the Property in appropriate stages the driveways, the storm water management system, sanitary sewer lines shown on the Plan at the locations thereon indicated, and appropriate water and utility supply systems all in strict accordance with the approved Plan.

6.5. **Votes.** The number of votes in the Association to which each Unit Owner is entitled shall be determined on the basis of one (1) vote per Unit.

ARTICLE 7.
EXECUTIVE BOARD

7.1. **Executive Board.**

(a) Subject to the provisions of the Act, this Declaration and the Bylaws, the Board shall have the power to act on behalf of the Association. The Board shall consist of three (3) directors (the “**Directors**”). The initial Directors shall be appointed, removed and replaced from time to time by the Declarant without the necessity of obtaining resignations. The Declarant appointed Directors shall be replaced with Directors elected by the Owners in accordance with the provisions of Section 7.1(b) below.

(b) For purposes of this Section 7.1(b), the term “**First Election Meeting**” shall mean the first meeting of the Association which shall occur no later than sixty (60) days after twenty-five percent (25%) of the Units are conveyed to Owners. The term “**Transitional Meeting**” shall mean the meeting of the Association which shall be held no later than the earlier of (i) sixty (60) days after seventy-five percent (75%) of the Units are conveyed to Owners or (ii) two (2) years after the Declarant has ceased to sell Units in the ordinary course of its business. Subject to the right of the Declarant to alter the following procedure so as to have all or part of the transition process occur earlier than as hereafter described, the transition from a Board comprised solely of Directors appointed by the Declarant to a Board comprised solely of Directors elected by the Owners shall occur as follows:

(1) At the First Election Meeting, the Owners shall elect one (1) Owner to serve on the Board, which elected Director shall replace one (1) Declarant-appointed Director. This elected Director shall serve until the next annual meeting of the Association which shall occur at least one hundred and eighty (180) days after the First Election Meeting, at which time this elected Director may be reelected or his or her successor elected to serve a two (2) year term.

(2) At the Transitional Meeting, the Owners shall elect two (2) Owners to serve as Directors who shall replace the remaining two (2) Directors appointed by the Declarant. The Directors elected pursuant to this Section 7.1(a)(2) shall serve until the next annual meeting of the Association next following the Transitional Meeting, at which the one (1) Director elected pursuant to Section 7.1(a)(1) above is reelected or replaced, at which time the two (2) Directors elected pursuant to this Section 7.1(a)(2) shall be reelected or their successors elected to serve two (2) year terms.

(3) The Declarant shall have the right to appoint one additional non-voting member to the Board to serve until sixty (60) days after the Declarant conveys to an Owner the last Unit in the Community.

(c) For purposes of determining whether the period of Declarant control has terminated or whether Unit Owners other than the Declarant are entitled to elect members of the Board under this Section 7.1, the percentage of Units conveyed is presumed to be that percentage of all forty-one (41) Units.

(d) After the election held pursuant to Section 7.1(b) above and until the Declarant has conveyed the last Unit in the Community 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 Unit Owners as the case may be. Until the Declarant conveys the last Unit in the Community in the ordinary course of business, the Declarant shall be entitled to send a representative to observe all meetings of the Board and Association.

7.2. **Appointment and Duties.** The affairs of the Association and the operation and maintenance of the Common Elements shall be managed by the Association acting through its Board and its officers in compliance with and subject to this Declaration and the By-Laws and regulations of the Association. The Board shall consist of three (3) natural individuals, who are each Unit Owners (except that designees of the Declarant while it is a Unit Owner need not be Unit Owners), in compliance with and subject to this Declaration. Such Board is herein called the "Board".

7.3. **Powers & Duties of Board & Association.** Subject to the limitations and restrictions contained in this Declaration and the Act, the Board shall as agent for and on behalf of the Unit Owners have, irrevocable so long as the Declaration shall be effective, all the powers and duties necessary to manage the affairs of the Association and the operation and maintenance of the Common Elements. Such powers and duties of the Board include, by way of illustration, but are not limited to, the following:

(a) The operation, management, repair, restoration and improvement and maintenance of any Common Elements;

(b) The determination, assessment, collection and payment of the Common Expenses and necessary reserves;

(c) The power to enter into and to perform under contracts and other written instruments or documents on behalf of the Association;

(d) The opening of bank accounts on behalf of the Association and designating the signatures therefor;

(e) The establishment, promulgation, amendment, repeal, distribution, approval, rejection and enforcement of the rules governing the maintenance and preservation of the Common Elements;

(f) The power to bring, prosecute, defend and settle litigation for or against the Association and to satisfy an adverse judgment entered against it;

(g) To otherwise perform and conduct all duties and powers imposed upon or granted to it by this Declaration, the By-laws or any other document relating to the Association (including the power and duty to enforce this Declaration with respect to each Unit), or by the ordinances of the Township of Radnor from time to time as amended and supplemented; and

(h) Approve or deny, in its commercially reasonable discretion, requests under Section 11.3.

7.4. **Vacancies.** Vacancies in the Board occurring after the first meeting of Unit Owners has been held shall be filled by a vote of a majority of the remaining members of the Board, even though less than a quorum, promptly after the occurrence thereof; prior to the date of that meeting, vacancies will be filled by Declarant.

7.5. **Meetings.** Meetings of the Board may be held at such times and places as the members of the Board may from time to time determine. A majority of the members in office shall constitute a quorum at any meeting of the Board, and the act of a majority of the members at a meeting at which a quorum is present shall be the acts of the Board. So long as the Board is composed entirely of designees of the Declarant, the members of the Board may act by unanimous written consent in lieu of a meeting. Thereafter, the Board shall act only at duly constituted meeting thereof.

7.6. **No Compensation.** No member of the Board shall be compensated for acting as such.

7.7. **Limit of Authority.** Unless otherwise provided in the By-Laws or regulations of the Association, no agreement, check, or other instrument shall be binding upon the Association unless entered into on its behalf by at least two members of the Board.

7.8. **Books and Records.** The Board shall maintain complete, accurate and current books and records adequate to reflect fully the operations, proceedings and financial condition of the Board and the Association. Such books and records shall be kept at the Property or at such other location within Delaware County or any contiguous County in Pennsylvania as the Board may from time to time determine and shall be available for examination during regular business hours by the Unit Owners and by persons who have entered into binding written agreements to purchase Units.

7.9. **Report to Unit Owners.** The Board shall, within sixty (60) days after the end of each calendar year, provide each Unit Owner with a report of receipts and disbursements of the Association for the year then ended. The annual reports may contain additional information and financial data and the Board may provide interim reports.

ARTICLE 8. OFFICERS

8.1. **Appointment and Term.** The officers of the Association shall be chosen by the Board and shall consist of a President, Secretary, Treasurer and other officers and assistant officers as the needs of the Association may require.

8.2. **Duties.** The officers shall have such authority and perform such duties as may be provided by the Bylaws, and in the absence of controlling provision in the Bylaws, as may be determined by resolutions or order of the Board.

ARTICLE 9.
INDEMNIFICATION OF DIRECTORS AND OFFICERS AND INSURANCE

9.1. **No Liability.** The officers and the members of the Board (a) shall not be liable to the Unit Owners as a result of their activities as such for any mistake of judgment, negligence or otherwise; except for their own willful misconduct or bad faith; (b) shall have no personal liability in contract to a Unit Owner or any other person or entity under any agreement, instrument or transaction entered into by them on behalf of the Association in their capacity as such; (c) shall have no personal liability in tort to a Unit Owner or any other person or entity or imputed, by virtue of acts performed by or for them, in their capacity as such, except for their own willful misconduct or bad faith; (d) shall have no personal liability arising out of the use, misuse, or condition of the Property, which might in any other way be assessed against or imputed to them as a result or by virtue of their capacity as such.

9.2. **Indemnification.** The Association shall indemnify, defend and hold harmless each officer and each member of the Board, his or her heirs, administrators and personal representatives, from and against any and all personal liability, and all expenses, including counsel fees incurred or imposed, or arising out or in settlement of any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, instituted by anyone or more Unit Owners or any other persons or entities and in which or to which he or she shall be or shall be threatened to be made a party by reason of the fact that he or she is or was an officer or a member of the Board other than to the extent, if any, that such liability or expense shall be attributable to his or her willful misconduct or bad faith. Such right of indemnification shall not be deemed exclusive of any other rights to which such officer or Director may be entitled as a matter of law or agreement or by vote of Unit Owners or of the Board, or otherwise. The indemnification by the Association set forth in this clause shall be paid by the Board on behalf of the Association and shall constitute a Common Expense and shall be assessed and collectible as such. Complaints brought against the Association or the Board, in their respective capacities as such, or the Common Elements shall be directed to the Board, which shall promptly give written notice thereof to the Unit Owners, and shall be defended by the Board, and the Unit Owners shall have no right to participate other than through the Board in such defense.

9.3. **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 Facilities, any legal liability that results from lawsuits related to employment contracts to which the 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 Association, including, without limitation, liabilities arising out of or in connection with the 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 Association or the Owners as a group to an individual Owner.

(a) **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 Facilities 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 insured the Insured Property to protect the Unit Owners and mortgagees against loss.

(b) **Other Insurance.** The 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:

(1) Workmen’s Compensation Policy to meet the requirements of law.

(2) Directors’ and Officers’ Liability.

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

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

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

9.4. **Damage or Destruction; Repair or Replacement.** Where a loss or damage occurs to any portion of the Common Facilities or other Insured Property, the 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 Facilities or other Insured Property.

(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 Facilities.

(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 mortgagee shall have the right to require the application of insurance proceeds to the payment of its loan.

9.5. **Insurance Maintained by Owners.** Each Owner shall be responsible for the purchase and payment of insurance to protect his or her Unit, his or her own personal property and all personal liability not provided for above all personal property owned by the Association, including, but not limited to roofs, exterior components, walls, foundations and Unit improvements of the Units. The Owner's insurance shall be in an amount equal to the full replacement value of the Unit (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 an Assessment.

ARTICLE 10. COMMON EXPENSES

10.1. **Initial Contribution to Association.** At the time of acquiring ownership of a Unit from the Declarant, each Unit Owner shall make a payment of One Thousand Dollars (\$1,000.00) to the Association. This payment shall be placed in an account by the Homeowners' Association, to be used to create a fund for the payment of Common Expenses, as defined herein. Unit Owners shall not be entitled to a credit against future assessments on account of this initial payment. It is the intention of the Declarant that this initial One Thousand Dollar payment shall create a fund from which common expenses, as periodically incurred, can be paid, and that this fund will be replenished periodically, but in no event less than annually, by the payment of the Regular Assessments or Special Assessments issued to the Unit Owners.

10.2. **Assessment.** The Board shall periodically (and in no event less than annually), determine the estimated Common Expenses for the ensuing period, and the Common Expenses incurred and the assessments and other receipts, if any, received during the period then ended. The Board shall, promptly following each determination of the Common Expenses theretofore incurred or of budgeted estimated future Common Expenses, assess each Unit Owner for its Common Expense Percentage of such Common Expenses. The Unit Owners shall be severally and not jointly liable for the payment of such assessments, which shall be payable within thirty (30) days

from the date on which written notice of assessment is given by the Board. Assessments shall, until fully paid, together with interest thereon at the rate of twelve percent (12%) per annum (or at the highest lawful rate allowed if such highest lawful rate is lower than 12% per annum) from the 30th day following the date of such notice, constitute a charge and lien against such Unit binding such Unit in the hands of the Unit Owner of same, his or her heirs, devisees, personal representatives, successors and assigns. Assessments, both regular and special, shall also be the personal obligation of each Unit Owner enforceable individually against the Unit Owner or Owners, jointly and severally.

10.3. **Enforcement and Liability.** Any delinquent assessment for Common Expenses together with accrued interest thereon may be enforced by suit as a personal obligation of the Unit Owners by the Board acting as agent for and on behalf of the Unit Owners, including without limitation the delinquent Unit Owner, in an action at law. Any judgment against a Unit Owner shall be a lien against his or her Unit, enforceable as provided by law. The delinquent Unit Owner shall be obligated to pay all expenses of the Board, including attorney's fees, incurred in the collection of the delinquent assessment by legal proceedings or otherwise, which expenses and amounts, together with accrued interest, shall be deemed to constitute part of the delinquent assessment and lien and shall be collectable as such.

10.4. **Lien of Assessment.** Upon the voluntary sale or conveyance of a Unit or any other transfer of a Unit by gift, operation of law or otherwise, including bankruptcy, but excluding acquisition of title by a mortgagee by foreclosure or by acceptance of a deed in lieu of foreclosure, the grantee or transferee shall be jointly and severally liable with the grantor or transferor for all unpaid assessments for Common Expenses which under this Declaration are a charge against the Unit, as of the date of the sale, conveyance or transfer, but such joint and several liability shall be without prejudice to the grantee's or transferee's right to recover from the grantor or transferor the amount of such unpaid assessments which the grantee or transferee may pay, and until any such assessments are paid, they shall continue to be a charge against the Unit which may be enforced in the manner herein set forth. The new Unit Owner shall and the former Unit Owner shall not be liable for any assessments made after the date of transfer of title to a Unit, even though the Common Expenses for which the assessment is made relate in whole or in part to any period prior to that date.

10.5. **Unit Owner Liability.** EACH UNIT OWNER, BY ACCEPTANCE OF A DEED FOR HIS OR HER UNIT OR OTHER EVIDENCE OF OWNERSHIP THEREOF, WHETHER OR NOT IT SHALL BE SO EXPRESSED THEREIN, SHALL BE DEEMED BY SAID ACCEPTANCE TO COVENANT AND AGREE TO PAY THE ASSOCIATION ALL ASSESSMENTS, BOTH REGULAR AND SPECIAL, CHARGEABLE TO SAID UNIT (FROM COMMENCEMENT OF HIS OR HER MEMBERSHIP) ALL AS SET FORTH HEREIN.

10.6. **Special Assessments.** In addition to the annual assessments for Common Expenses authorized by Section 10.2, the Association may levy in any assessment year a Special Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any unexpected construction, reconstruction, expansion, repair or replacement of the Common Elements. No Special Assessments shall be made for the construction of any capital improvements unless the Special Assessment shall be approved by a vote of more than fifty percent (50%) of the members of the Association.

ARTICLE 11.
EASEMENTS, COVENANTS AND RESTRICTIONS

11.1. **Construction Easement.** Until the first day on which the Declarant shall not be in title to any Unit, and shall have finished all work on the Property or within any Unit, the Declarant may make any use of all or any part of the Property (other than the portion comprising Units which have been transferred by the Declarant to others and have not been reacquired by the Declarant at the time of reference) which is consistent with the development and improvement thereof and with the sale of Units and the construction of buildings and improvements thereon, without regard to any or all limitations on use elsewhere in this Declaration contained, including by way of illustration and not of limitation, the use and storage of construction equipment and materials, maintenance of a construction office and sales office, the use of one or more sample residences on the Property and the use of appropriate signs.

11.2. **Additional Easements.** In addition to and in supplementation of the easements provided for by §§5216, 5217 and 5218 of the Act, the following easements are hereby created:

(a) **Offices and Models.** Declarant shall have the right, but not the obligation, to maintain sales offices, management offices and models throughout the Property. Declarant reserves the right to place one or more models, management offices and sales offices on any portion of the Common Facilities in such manner, of such size and in such locations as Declarant deems appropriate. Declarant may from time to time relocate models, management offices and sales offices to different locations within the Common Facilities. Declarant shall have the right to remove any such models, management offices and/or sales offices from the Common Facilities at any time up to thirty (30) days after Declarant ceases to be a Unit Owner.

(b) **Utility Easements.** The Units and Common Facilities shall be, and are hereby, made subject to easements in favor of the Declarant, Association, appropriate utility and service companies and governmental agencies or authorities for such utility and service lines and equipment as may be necessary or desirable to serve any portion of the Property. The easements created in this Section 11.2(b) shall include, without limitation, rights of Declarant, or the providing utility or service company, or governmental agency or authority to install, lay, maintain, repair, relocate and replace gas lines, pipes and conduits, water mains and pipes, sewer and drain lines, telephone wires and equipment, television equipment and facilities (cable or otherwise), electric wires, conduits and equipment and ducts and vents over, under, through, along and on the Units and Common Facilities. Notwithstanding the foregoing provisions of this Section 11.2(b), unless approved in writing by the Unit Owner or Unit Owners affected thereby, any such easement through a Unit shall be located either in substantially the same location as such facilities or similar facilities existed at the time of first conveyance of the Unit by the Declarant, or so as not to materially interfere with the use or occupancy of the Unit by its occupants.

(c) **Declarant's Easement to Correct Drainage.** Declarant reserves an easement on, over and under the Common Facilities for the purpose of maintaining and correcting drainage of surface water in order to maintain reasonable standards of health, safety and appearance. The easement created by this Section 11.2(c) expressly includes the right to cut

any trees, bushes, or shrubbery, to grade the soil, or to take any other action reasonably necessary to achieve this purpose, following which Declarant shall restore the affected property as closely to its original condition as practicable.

11.3. **Building Restrictions.** So long as Declarant owns any portion of the Property, no construction shall take place on the Property other than that shown on the Plan, nor shall any exterior renovations, or modifications be made to any building (or any portion thereof) located upon the Property unless such construction, renovations and modifications shall be approved, in writing, by the Declarant (“**Construction Approval.**”) Construction Approval shall be automatically assigned to the Board after Declarant no longer owns any portion of the Property (unless earlier terminated in a recorded instrument executed by Declarant.) Any repair or replacement of exterior components shall be in accordance with existing components.

11.4. **No Storage Tanks.** No tank for storage of gas or liquids may be maintained on the Property unless hidden from external view of any Unit.

11.5. **No Livestock.** No animals, livestock or poultry of any kind shall be raised, bred or kept in any Dwelling or on any part of the Property, except that dogs, cats or other domesticated household pets may be kept provided that they are not bred, maintained or kept for any commercial purpose, and provided that not more than two pets in the aggregate may be kept in any Unit. The Board may require that any pet which, in the Board’s opinion, endangers the health of any Unit Owner or occupant, or creates a nuisance or unreasonable disturbance, be permanently removed from the Community upon seven (7) days written notice. If the Unit Owner or occupant fails to do so, the Board may remove the pet. Any pet which, in the Board’s sole discretion, presents an immediate danger to the health, safety or property of any Unit Owner or occupant within the Community may be removed by the Board without prior notice to the pet’s owner. Any Unit Owner or occupant of a Unit who keeps or maintains any pet in the Community shall be deemed to have agreed to indemnify and hold the Association, its directors, officers, and agents free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the Community.

11.6. **Commercial Vehicles.** Except as otherwise approved by the Board, no commercial or other non-passenger vehicle of any type and no unlicensed motor vehicles of any type shall be permitted to remain overnight on the Property unless garaged, other than as may be used by persons currently performing services or improvements to the premises.

11.7. **Temporary Structures.** No trailer, tent, outbuilding or structure of temporary nature shall be used at any time as a residence. Except as otherwise approved by the Board, no recreational vehicle, trailer (whether occupied or not), boat, truck, commercial or unused vehicle shall be parked on the Property, unless garaged. Nothing contained herein shall be construed to prohibit Declarant, its successors and assigns from utilizing a temporary construction or sales trailer. No fence, wall, building, or other structure shall be commenced, erected, or maintained in any portion of the Common Elements, nor shall any fence, wall, building, or other structure be commenced, erected, or maintained in the front yard of any Unit. No above-ground swimming pool shall be commenced, erected, or maintained on the Property.

11.8. **Signs.** No sign of any kind shall be displayed to the public view on any Unit, building, or Limited Common Element except a one-family sign of not more than one hundred forty-four (144) square inches or one (1) temporary sign of standard size (not to exceed nine (9) square feet) advertising the Unit for sale or rent. No such sign shall be illuminated. Nothing contained herein shall be construed to prohibit building, advertising and displaying to the public, Units or sample units as authorized by Declarant, its successors and assigns.

11.9. **Absence of Nuisance.** No owner of any Unit shall make any use of such Unit which creates a nuisance and/or which is dangerous or offensive and/or undesirable to the neighborhood and/or to the Board. No structure upon the Property and no Unit shall be used for manufacturing, business trade, sales activities, or any use other than residential use. No rubbish, trash or garbage or other waste material shall be kept or permitted upon any Unit or Common Elements, and no odor shall be permitted to arise therefrom so as to render the Property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants. Trash shall be put out for pick up by the curb nearest the Unit on designated days. No clothing or household fabrics shall be hung, dried or aired within the Property and no materials shall be stored outside any Unit.

11.10. **Grant of Easements.** Each Unit Owner and the Association, shall have a perpetual easement in common with the Declarant and all other Unit Owners to use all portions of the Common Elements for the purposes for which they are intended which easements shall run with the land and inure to the benefit of and be binding upon each Unit Owner, and each mortgagee, lessee, occupant or other person having any interest in any Unit or in the Common Element at the time of reference.

11.11. **Parking of Vehicles.** No parking of vehicles shall be allowed on any portion of the Internal Drive, except in designated parking spaces along portions of the Internal Driveway as shown on the Plan. No parking of vehicles shall be allowed on any other portion of the Property, except in the garages within the Units or in the driveways in front of the Units.

11.12. **Restrictions on Common Open Space.** The Common Open Space designated on the Plan and more fully described on **Exhibit "D"** attached hereto and made a part hereof shall be preserved as common open space for the use and enjoyment of the residents of the Property. Except as shown on the Plan or as permitted in this Declaration, the Common Open Space shall be kept free of buildings, structures, streets, off-street parking areas, and public facilities not serving the Property. The use of the Common Open Space shall be used only for passive open space and recreation, and improvements such as landscaping, fencing, underground utilities, and Stormwater Management Facilities.

11.13. **Slope and Configuration.** The existing slope or configuration of any portion of the Property shall not be altered, nor shall any structure, retaining wall, planting, or other activity be taken which retards, changes, or otherwise interferes with the natural flow of surface or drainage waters to the actual or threatened injury of any portion of the Property or any Unit, or which creates erosion or sliding problems, the cost of repair and removal of any such alterations and, without limitation, of any other damage caused to any Common Element by a Unit Owner or by a Unit Owner's agent, invitee, or guest, shall be charged to the Unit Owner as a Special Assessment.

11.14. **Exterior Objects.** Any exterior lighting must be shielded to prevent glare or annoying emission of light which unreasonably affects any other Unit. No solar panels or similar installations may be made unless specifically authorized by the Board. No radio station or shortwave operators of any kind shall operate from any Unit unless approved by the Board.

ARTICLE 12.

RESPONSIBILITIES OF UNITS OWNERS AND HOMEOWNERS' ASSOCIATION

12.1. **Homeowner Duties.** Each Unit Owner shall keep his or her Unit, in a good state of preservation, repair and cleanliness, consistent with the harmonious design of the Condominium at their own expense. In the performance of its obligations hereunder, each Unit Owner shall maintain or cause to be maintained the exterior of its Unit, including, without limitation, all utility facilities equipment and all sidewalks and driveways within or abutting its respective Unit (provided that the Association shall be responsible for all landscaping and snow removal, as the Board determines is necessary or desirable, in its discretion), in a state of good repair (ordinary wear and tear, damage or destruction due to casualty or a taking, or sale in lieu thereof, pursuant to a power of eminent domain excepted), and free of trash and debris. If a Unit Owner refuses or otherwise neglects to maintain his or her Unit in accordance with the provisions hereof, the Board shall have the right, but not the obligation, after sixty (60) days prior written notice to such Unit Owner specifying the required repairs or maintenance to be performed, to effect such repairs on behalf of such Unit Owner and to bill such Unit Owner of the cost thereof and the same shall constitute a Special Assessment. No such notice shall be required of the Board in the event of an emergency situation which jeopardizes the general safety of other Unit Owners or their guests.

12.2. **Association Duties.** The Association shall be responsible for the operation, maintenance and repair of the Common Elements and shall keep them in a state of good preservation and repair; provided, however, each Unit Owner shall be responsible for any repaving or other repairs on the driveways and walkways serving its Unit.

12.3. **Common Open Space, NPDES Permit, Stormwater Management Facilities and BMPs.** The Association shall be perpetually responsible for operating and maintaining the Common Open Space, Stormwater Management Facilities and Best Management Practices (“BMPs”) located in the Common Open Space and other portions of the Property in proper working order as detailed in this Declaration and in the approved post-construction stormwater management (“PCSM”) plans which are part of the approved Plan for the development of this Community. The Association may not amend the Declaration and/or Bylaws in an attempt to circumvent its responsibilities and obligations under the NPDES permit and/or for Stormwater Management Facilities and BMPs. The Association shall also be responsible for replacement and/or rebuilding of the Stormwater Management Facilities and BMPs in the event of failure. It shall be unlawful to modify, fill, landscape, alter or remove any permanent Stormwater Management Facility or BMP required by the approved PCSM plans or to allow the Property to remain in a condition which does not conform to the approved PCSM plans unless an exception is granted in writing by the Township or appropriate government entity and it is part of an approved maintenance program. The Township reserves the right, but not the duty, to inspect the Common Open Space, Stormwater Management Facilities and BMPs to insure they are working as designed. Such inspection by the Township may include, without

limitation, an inspection of the Association's operation, maintenance and repair requirements for the Stormwater Management Facilities. The Association shall be subject to any operations and maintenance agreements with the Township and operations and maintenance declarations or agreements required by the Pennsylvania Department of Environmental Protection (“DEP”) whether or not such agreements are Recorded. Without limiting the generality of the foregoing, the Association shall maintain the Stormwater Management Facilities in accordance with the NPDES permit obtained by the Declarant as said NPDES permit may be amended from time to time, the post-construction stormwater management and BMP provisions attached hereto and made a part hereof as Exhibit E and any stormwater management documents, plans, notes or agreements with the Township or DEP (collectively, the “**Stormwater Management Facilities Documents**”). Declarant shall have the right to change or relocate any Stormwater Management Facilities, depending on site conditions or as otherwise determined by the Declarant subject only to such approvals as are required by the Township and/or DEP pursuant to applicable law, and shall have the right to record amendments to the Stormwater Management Facilities Documents and as-built plans of the Stormwater Management Facilities against the Property or any part thereof without the consent of the Association, the Unit Owners, the Board or any Eligible Mortgagees. Moreover, the Association and Unit Owners authorize the Declarant to execute any and all documents necessary to terminate the NPDES Permit and Declarant's duties and responsibilities under the NPDES permit upon completion of Declarant's obligations under the NPDES permit as determined by Declarant including, without limitation, a Notice of Termination, upon which the Association and/or Unit Owners, as the case may be, will thereafter assume all duties and responsibilities for the operation and maintenance of the Stormwater Management Facilities in accordance with the Stormwater Management Facilities Documents and as-built plans of the Stormwater Management Facilities. For this reason, the Declarant is hereby irrevocably appointed agent for the Association and each Owner for the purposes set forth in this Section 12.3.

ARTICLE 13. MISCELLANEOUS

13.1. **Effective Date.** The Declaration shall become effective when it shall have been duly entered of record in the Office of the Recorder of Deeds in and for Delaware County, Pennsylvania.

13.2. **Notices.** All notices hereunder may be sent by mail, postage paid addressed as follows: (i) to the Board at _____, or at such other address as the Directors may from time to time designate by written notice to all Unit Owners; (ii) to the Association in care of the Board at its address as specified in clause (i) above; and (iii) to the Unit Owners, at their respective addresses on the Property or at such other addresses as they may from time to time designate by written notice to the Board. All notices shall be deemed to have been given when so mailed, except notices of change of address, which shall be deemed to have been given when received.

13.3. **Condemnation.** Whenever any proceedings are instituted which could result in the temporary or permanent taking, injury or destruction of all or part of the Common Elements, by the power of or in the nature of an eminent domain by an action or deed in lieu of condemnation, the Board and each Unit Owner, in the case of Common Elements, shall be

entitled to notice thereof and such parties, at their expense, may participate in such proceedings. In any such proceedings, damages shall be determined for such taking, injury or destruction as a whole and not for each Unit Owner's interest therein. If all or part of the Common Elements are permanently or temporarily taken, injured or destroyed by the power of or in the nature of eminent domain or by an action or deed in lieu of condemnation, the net award or other net proceeds thereof shall be payable to the Board in the case of the Common Elements. The Board shall, if appropriate, first use such proceeds to repair, restore, or replace the Common Elements, as it may deem necessary, and then shall distribute any balance to the Unit Owners, in accordance with their proportionate interests or retain all or part thereof for use to pay or reserve against Common Expense, as the case may be. Each Unit Owner affected shall be entitled to any proceeds attributable to the taking of all or part of his or her Unit and any buildings and improvements thereon erected.

13.4. **Mortgages.** Any mortgage affecting a Unit or any other part or all of the Property and the obligations secured thereby and other instruments securing the same shall automatically and without further act or deed be under and subject to the terms and conditions of this Declaration. The mortgagee, as such, in any aforesaid mortgage shall not however be obligated to pay Common Expense charges or to perform any other affirmative obligation of the Unit Owner, lessee or user unless and until mortgagee acquires said Unit in foreclosure or by deed in lieu of foreclosure or enters upon said Unit as mortgagee in possession. Mortgagees shall not be required to collect assessments. The following provisions shall apply to the holders of any mortgage effecting a Unit or another part of the Property.

(a) Any such mortgage holder who provides its notice address to the Board shall be entitled to timely written notice of: (i) any condemnation or casualty loss that affects either a material portion of the Property; (ii) any sixty (60) days delinquency in the payment of Common Expenses charges or other assessments or charges owned to the Association by the Unit Owner on whose Unit the mortgagee holds a mortgage; (iii) a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association and (iv) any proposed action that requires the consent of a specified percentage of the holders of mortgages on Units.

(b) Any lien the Association may have on any Unit for the payment of Common Expenses assessments attributable to such Unit is subordinate to the lien or equivalent security interest of any first mortgage on the Unit held by any mortgagee and recorded prior to the date any such Common Expense assessment became due.

(c) Any mortgagee shall, upon request, (i) be permitted to inspect the books and records of the Association during normal business hours; (ii) receive an annual financial statement of the Association within ninety (90) days following the end of any fiscal year of the Association; and (iii) receive written notice of all meetings of the Association and be permitted to designate a representative to attend all such meetings.

(d) Any mortgagee that obtains title to a Unit as a result of foreclosure of the mortgage, or by deed or assignment in lieu of foreclosure, or any purchaser in a foreclosure sale, or their respective successors and assigns, is not liable for the share of Common Expenses or other assessments by the Association pertaining to such Unit or chargeable to the

former Unit Owner which became due prior to acquisition of title. If such unpaid share of Common Expenses and other assessments cannot be collected from the Unit Owner, the same shall be deemed to be Common Expenses collectible from all of the remaining Unit Owners, including such acquirer, his, her or its heirs, personal representatives, successors and assigns.

(e) Notwithstanding the absence of any express provision to such effect in the mortgage instrument, in the event that there is any default in the payment of an installment of a Common Expense assessment with respect to any Unit, either regular or special, any mortgagee holding a mortgage which encumbers such Unit shall be entitled to declare such mortgage in default in the same manner that is permitted by such mortgage with respect to any default in the payment of real estate taxes.

(f) In the event that any lender financing construction of site improvements on the property (the “**Improvement Lender**”) obtains title to any Unit pursuant to the remedies provided in its mortgage, the Improvement Lender shall simultaneously succeed to and be entitled to exercise and enjoy all of the rights, powers and privileges pertaining to Declarant under this Declaration as it pertains to that Unit, including without limitation, any right on the part of Declarant not to permit any amendment to this Declaration without Declarant's consent. In furtherance of the foregoing, Declarant does hereby make, constitute, and appoint the Improvement Lender as Declarant's attorney in fact with full power to execute and deliver, in the name of Declarant, such instruments that may be required, in the judgment of the Improvement Lender, to effect, perfect or evidence transfer to the Improvement Lender of all rights reserved to Declarant under this Declaration. Upon transfer of the rights of Declarant to the Improvement Lender pursuant to this paragraph, any person appointed by the Improvement Lender to the Association shall be entitled to the benefit of all of the rights that a member of the Board of the Association is entitled under this Declaration, including, without limitation, the limitations of the liability and rights of indemnification set forth in this Declaration. The rights granted to the Improvement Lender pursuant to this paragraph shall terminate automatically, without the necessity for any act or deed, on the date the Improvement Lender no longer holds a lien on any portion of the Property pursuant to its mortgage and no longer owns any Units.

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

13.6. **Invalidity, Non-compliance and Waiver.** If any provisions of this Declaration are determined to be invalid, the determination shall not affect the validity or effect of the remaining provisions hereof, all of which shall continue in effect as if such invalid provisions had not been included herein. Failure or any threatened failure to comply with this Declaration shall be grounds for an action for the recovery of damages (including the cost of the Board taking any action necessary to correct or remedy any such failure) or for injunctive relief, or both, maintainable by the Board, or, in a proper case, by a Unit Owner aggrieved by any such noncompliance. No restriction, condition, obligation, or provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure, single or repeated, to enforce the same.

ARTICLE 14. PLAN AMENDMENT BY UNIT OWNERS

14.1. Except as provided in this Section 14, the Declaration and the Plan may be amended from time to time only by Resolution duly adopted at any meeting of Unit Owners, by the affirmative vote of eighty (80%) percent of the Unit Owners, provided that the Declarant shall have first consented thereto in writing on condition that the Declarant is, at the time, the owner of any one or more Units. No such amendment shall (a) alter the proportionate interest of any Unit Owner in the Association or the Common Elements, unless that Unit Owner has joined in the amendment, (b) make any material change in the Plan with respect to a Unit, unless the affected Unit Owner shall have joined in the amendment, or (c) be inconsistent with the then existing ordinances of the Township of Radnor, or other applicable governmental ordinances or regulations, or be inconsistent with the approved and recorded Plan, Radnor Township resolution(s) approving the said Plan, including any conditions therein or any agreements between Radnor Township and Declarant unless the Township of Radnor has consented to the proposed amendment. The Township of Radnor and any mortgagee of a mortgage given by Declarant on all or any part of the Property shall have been given written notice of any proposed amendment adopted pursuant to this paragraph.

14.2. Any amendment deemed necessary in the judgment of the Declarant or of the Board to cure any ambiguity or to correct or supplement any provision of this Declaration or of the Plan which is incorrect or defective or which is inconsistent with any other provision hereof or thereof, the Declarant (so long as he or she owns at least one Unit) or the Board, may, without the approval of the Unit Owners, effect an appropriate corrective amendment to this Declaration, upon receipt of an opinion of counsel to the effect that the proposed amendment is permitted by the terms of this sentence, and/or to the Plan, upon receipt of an opinion of a registered architect or licensed professional engineer to like effect. Each amendment permitted by this Section 14.2 shall be effective upon the recording in the Office of the Recorder of Deeds in and for Delaware County, Pennsylvania of an appropriate instrument reciting that this Declaration and/or the Plan is to be amended in accordance therewith, duly executed and acknowledged on behalf of the Board or the Declarant, as the case may be.

-SIGNATURE PAGE FOLLOWS-

IN WITNESS WHEREOF, the Declarant, intending to be legally bound, has caused this Declaration to be duly executed the day and year first above written.

WITNESS:

**TRUSTEES OF THE DORRANCE
HAMILTON 3/15/1996 REVOCABLE
AGREEMENT OF TRUST**

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EXHIBIT "A"

Legal Description of the Property

EXHIBIT "B"

Responsibility Checklist

EXHIBIT "C"

Common Expense Percentage

Each Unit's Common Expense Percentage shall be 2.44%

EXHIBIT “D”

Common Open Space Legal Description

EXHIBIT “E”

Post Construction Stormwater Management and BMPs

DRAFT

POST CONSTRUCTION STORMWATER MANAGEMENT AND BMPs

1. GENERAL BMP OPERATION, MAINTENANCE, INSPECTION AND CERTIFICATION NOTES:

At such time that the site is stabilized and the temporary during construction erosion and sediment controls are removed, the permanent non-structural and structural BMP's will be installed and functioning. The structural BMP's are intended to be permanent facilities that mitigate peak flows and address minimal volume control in addition to promoting water quality.

General Maintenance - The stormwater management BMP's shall be owned and maintained by the established Homeowner's Association (HOA) in perpetuity. The HOA shall conduct maintenance on a short-term and long-term schedule in accordance with the maintenance procedures outlined in this narrative and on the PCSM plans. Until such time that the HOA is fully established and operational, the developer and/or permittee shall perform the required maintenance of the stormwater management BMP's. In addition to the procedures outlined in the narrative and on the plans, a member of the HOA Board of Directors or HOA Management Company shall be responsible to make a visual inspection of the BMP facilities after all major storm events to verify their integrity and to note any damage requiring corrective action. Furthermore, said party shall be responsible to perform an annual inspection of the facilities and generate a report to document the condition of the facilities. Copies of the annual report shall be submitted to the HOA for review and, where required, corrective action. If significant repairs are required, the Township Engineer shall be consulted prior to repair. The Municipality shall have the right, but not the duty, to inspect the stormwater management facilities, and if the HOA fails to do so, perform necessary maintenance.

Final Certification - the permittee shall include with the Notice of Termination "Record Drawings" with a final certification statement from a licensed professional, which reads as follows:

"I, (name), do hereby certify pursuant to the penalties of 18. PA.C.S.A. § 4904 to the best of my knowledge, information and belief, that the accompanying record drawings accurately reflect the as-built conditions, are true and correct, and are in conformance with Chapter 102 of the Rules and Regulations of the Department of Environmental Protection and that the project site was constructed in accordance with the approved PCSM Plan, all approved plan changes and accepted construction practices."

The permittee shall retain a copy of the record drawings as a part of the approved PCSM Plan and shall provide a copy of the record drawings as a part of the approved PCSM Plan to the person identified in this section as being responsible for the long-term operation and maintenance of the PCSM BMP's.

Upon permanent stabilization of the earth disturbance activity under § 102.22(a)(2) (relating to permanent stabilization), and installation of BMP's in accordance with an approved plan prepared and implemented in accordance with § 102.4 and 102.8 (relating to erosion and sediment control requirements; and PCSM requirements), the permittee or co-permittee shall submit a Notice of Termination (NOT) to the Department of Environmental Protection (the

“Department”) or Chester County Conservation District. Prior to accepting the NOT, the Department and/or Conservation District staff will perform a final inspection and approve or deny the NOT.

2. SPECIFIC BMP OPERATION AND MAINTENANCE NOTES:

Short Term:

Inspect BMP's after major storm events for damage and/or erosion activity, paying close attention to the embankments, spillway, and berm. Repair erosion with appropriate measures immediately.

Inspect BMP plantings installed from containers on a monthly basis during the growing season for the first two years to evaluate plant establishment and mortality - replace dead plants with same or like plants able to establish in the cultural conditions present. If necessary, replace plants with a different species suitable to any microclimatic effects that might develop.

Long Term:

Until the permittee or co-permittee has received written approval of a Notice of Termination, the permittee or co-permittee will remain responsible for compliance with the permit terms and conditions including long-term operation and maintenance of all PCSM BMP's on the project site and responsibility for violations occurring on the project site.

The permittee or co-permittee shall be responsible for long-term operation and maintenance of PCSM BMP's unless a different person is identified in the Notice of Termination and has agreed to long-term operation and maintenance of PCSM BMP's.

For any property containing a PCSM BMP, the permittee or co-permittee shall record an instrument with the recorder of deeds, which will assure disclosure of the PCSM BMP and the related obligations in the ordinary course of a title search of the subject property. The recorded instrument must identify the PCSM BMP, provide for necessary access related to long-term operation and maintenance for PCSM BMP's and provide notice that the responsibility for long-term operation and maintenance of the PCSM BMP is a covenant that runs with the land that is binding upon and enforceable by subsequent grantees, and provide proof of filing with the Notice of Termination under § 102.7(b)(5) (relating to permit termination).

The person or entity responsible for performing long-term operation and maintenance may enter into an agreement with another person including a conservation district, non-profit organization, municipality, authority, private corporation or other person to transfer the responsibility for PCSM BMP's or to perform long-term operation and maintenance and provide notice thereof to the department.

A permittee or co-permittee that fails to transfer long-term operation and maintenance of the PCSM BMP or otherwise fails to comply with this requirement shall remain jointly and severally responsible with the landowner for long-term operation and maintenance of the PCSM BMP's located on the property.

A written report must be completed to document each inspection and all BMP repair and maintenance activities.

The PCSM Plan, inspection reports and monitoring records shall be available for review and inspection by the Department or the Conservation District.

Specific BMP Long-Term Maintenance Notes:

GENERAL:

1. Catch basins and inlets should be inspected and cleaned at least two times per year and after runoff events.
2. Vehicles should not be parked or driven over infiltration BMP's.
3. Structural BMP's should be inspected for accumulation of sediment, damage to outlet structures, signs of contamination or spills, and berm stability.

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