

**PUBLIC OFFERING STATEMENT  
RIVERCREST PLANNED COMMUNITY**

**NAME OF COMMUNITY:** Rivercrest Planned Community  
Muhlenberg Township  
Berks County, Pennsylvania

**NAME AND ADDRESS  
OF DECLARANT:** Fiorino Grande  
2213 Quarry Drive, Suite 101  
West Lawn, PA 19609

**EFFECTIVE DATE OF  
PUBLIC OFFERING  
STATEMENT:** March \_\_\_\_, 2022

**THIS PUBLIC OFFERING STATEMENT IS BEING PRESENTED BY DECLARANT IN AN ATTEMPT TO DISCLOSE AND SUMMARIZE INFORMATION PERTINENT TO CONSIDERATION OF A PURCHASE OF A UNIT AT RIVERCREST PLANNED COMMUNITY. SINCE IT IS AN ABBREVIATED FORMAT, PROSPECTIVE PURCHASERS SHOULD ALSO REFER TO THE COMPLETE DOCUMENTS REFERRED TO IN THIS BOOKLET FOR COMPLETE INFORMATION.**

**WITHIN 7 DAYS AFTER RECEIPT OF A PUBLIC OFFERING STATEMENT A PURCHASER, BEFORE CONVEYANCE, MAY CANCEL ANY CONTRACT FOR PURCHASE OF A UNIT FROM DECLARANT.**

**IF DECLARANT FAILS TO PROVIDE A PUBLIC OFFERING STATEMENT TO A PURCHASER BEFORE CONVEYING A UNIT, THAT PURCHASER MAY RECOVER FROM DECLARANT DAMAGES AS PROVIDED IN SECTION 5406(c) OF THE PENNSYLVANIA UNIFORM PLANNED COMMUNITY ACT IN AN AMOUNT EQUAL TO 5% OF THE SALES PRICE FOR SUCH UNIT, UP TO \$2,000.00, OR IN AN AMOUNT EQUAL TO THE DAMAGES SUFFERED BY THE PURCHASER, WHICHEVER IS GREATER.**

**IF A PUBLIC OFFERING STATEMENT IS RECEIVED BY THE PURCHASER MORE THAN 7 DAYS BEFORE SIGNING A CONTRACT, THE PURCHASER CANNOT CANCEL THAT CONTRACT.**

**EVERY PROSPECTIVE PURCHASER SHOULD READ THIS BOOKLET CAREFULLY**

## **Format of this Booklet**

This booklet consists of four separate sections. This first section, entitled “PUBLIC OFFERING STATEMENT”, summarizes the significant features of Rivercrest Planned Community and presents additional information of interest to prospective purchasers. The other three sections include: (1) the proposed Declaration of Rivercrest Planned Community (2) the proposed Bylaws of Rivercrest Planned Community and (3) the annual budget (proposed or actual as the case may be) of Rivercrest Planned Community. The Declaration and the Bylaws are herein referred to as the “Community Documents.” If there is any variation between this Public Offering Statement and the Community Documents, the Community Documents will govern.

No person or sales agent or other representative of Declarant may orally modify the terms and conditions of the Community Documents or interpret their legal effect. All capitalized terms which are not defined in this Public Offering Statement have the meanings set forth in the Declaration or in the Bylaws.

## **A Brief Description of Rivercrest Planned Community**

Rivercrest Planned Community is located in Muhlenberg Township, Berks County, Pennsylvania. The initial Community shall consist of three (3) Units being Units 48 through 50 inclusive, consisting of a subdivided residential Lot, as designated on the record plan prepared by Kirk W. Barnett, attached as Exhibit “C” to the Declaration. Each Unit will also consist of the single-family detached dwelling constructed on each such Lot. The Community is ultimately contemplated to consist of seventy-five (75) single-family detached Units.

Typically, each new Unit will contain four (4) bedrooms and two and one-half (2.5) bathrooms. The new Units will have substantially maintenance-free exteriors expected to consist of stone, brick, or vinyl siding. Declarant intends to construct the roadways, sidewalks, and the stormwater management basins and appurtenant pipes, swales, inlets, rain gardens and other components (collectively referred to as the “Stormwater Management System”). The Declarant will also construct sanitary sewer lines and water lines which will be dedicated to the Muhlenberg Township Authority.

## **Summary of Community Documents**

The Community Documents, consisting of the Declaration and Bylaws, are part of this booklet. They will create and govern the operation of the Community.

a. **Declaration.** The Declaration is the formal, legal document which creates the Community. Before completing settlement on any Unit, Declarant must create the Community by recording the Declaration in the Office for the Recorder of Deeds of Berks County, Pennsylvania. The Declaration specifies the boundaries of the Unit, identifies the Common Facilities, Controlled Facilities, and sets forth the basis on which voting and liability for the expenses of the Association will be allocated among the Units.

Article II of the Declaration identifies the initial Community consisting of three (3) Units being Units 48 through 50 inclusive, on subdivided residential Lots as set forth on the Record

Plan. Each Unit will also consist of the single-family detached dwelling constructed on each Lot. The Community is ultimately contemplated to consist of seventy-five (75) single-family detached Units. Declarant intends to construct the roadways, sidewalks, and the Stormwater Management System. The Declarant will also construct sanitary sewer lines and water lines which will be dedicated to the Muhlenberg Township Authority. The Declarant has reserved the right to convert portions of the Property into additional Units, Common Facilities and Controlled Facilities.

Article III of the Declaration describes the Units, Common Facilities, and Controlled Facilities which comprise the Community. Each Unit shall consist of the subdivided residential Lot as designated on the Record Plan, and well as the single-family detached dwelling constructed on each such Lot and the dwelling's mechanical or structural components.

Common Facilities shall consist of Open Space "A", Open Space "B", and the Stormwater Management System. Antonio Drive and Rivercrest Drive shall comprise a Common Facility until such time as accepted for dedication by the Township. Sanitary sewer lines and water lines located beyond the boundaries of a Lot shall comprise Common Facilities until such time as any portion of such sanitary sewer and water lines are accepted for dedication by the Muhlenberg Township Authority.

Controlled Facilities shall consist of the Stormwater Management System, including but not limited to, underground stormwater conveyance pipes, inlets, rain gardens and other components within Lots which are maintained by the Association. The common sidewalks located within the right of way of Antonio Drive and Rivercrest Drive, upon dedication of such right of way to the Township, shall also comprise Controlled Facilities.

Article IV of the Declaration describes various easements to which the Units, Common Facilities, and Controlled Facilities will be subject. Easements are created to facilitate the ongoing development of the Property. The Declaration specifically reserves an easement over the entire Property for access by the Declarant, Association, Township, and their respective agents, employees, independent contractors and assigns, to maintain the Common Facilities and Controlled Facilities, including, but not limited to, the Stormwater Management System; to maintain utility and service lines and equipment; and to maintain and correct drainage of surface water.

Article V of the Declaration specifies that every Unit Owner is a member of the Association and explains how and when a membership interest shall be transferred. Members shall receive one (1) vote for each Unit in which they hold the interest required for membership. If there are co-owners to a Unit, all co-owners shall be Members but only one such co-owner shall be entitled to exercise the vote to which the Unit is entitled.

Article VI of the Declaration describes certain restrictions which are applicable to the use and occupancy of Units and Common Facilities. Each Unit shall be used as a residence for a single family dwelling and for no other purpose unless otherwise permitted within the Declaration and by the applicable Township Zoning Ordinance. Restrictions include, but are not limited to, restrictions against noxious activities, certain signage, parking in certain portions of the Community, restrictions against the parking of certain types of vehicles, and restrictions against interfering with natural

draining patterns. No firewood shall be stored in the front yard of any Unit and no above-ground swimming pools or tree houses shall be placed in any Unit. Tents, temporary in nature, shall be permitted in rear and side yards only and for not more than fourteen (14) consecutive days. No structure of a temporary character, trailer, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently. Any fence which is installed must comply with local ordinances and shall consist of vinyl (clay, almond or white in color) or metal (black or brown in color) and shall not exceed five feet (5') in height. No chain link or split rail fences shall be permitted. No solar panels or similar installations may be made unless specifically authorized by the Architectural Committee. Only one satellite dish shall be permitted per Unit, provided, however, that such satellite dish may not be placed in the front of any Unit, shall be subject to review and approval of location by the Architectural Committee, and cannot be greater than thirty-nine inches (39") in diameter. Generally, the restrictions stated in this Article are not applicable to the Declarant, its successors or assigns, and may not be applied in any manner to prevent the completion of improvements or the construction of dwellings on Units.

Article VII of the Declaration creates the Executive Board which will run the Association. The Executive Board will have the power to appoint and delegate to committees, to hire and/or remove managers or other professionals that assist in operating or maintaining the Community, to pay any amount necessary to discharge encumbrances levied against any part of the Property, to abate or enjoin any violations by Unit Owners, and to address and determine disputes between Unit Owners.

Article VIII of the Declaration provides the mechanism by which the Association shall establish assessments to collect from each Unit Owner sufficient funds to support the annual budget of the Association. Each Unit shall be equally assessed. Each Unit Owner agrees to pay to the Association an annual Assessment for Common Expenses, Special Assessments, and Limited Common Assessments. Unit Owners are subject to interest, late charges, costs, fees and/or liens for unpaid assessments. All utilities provided to the Units shall be separately metered and will be billed directly to Unit Owners and will be each Unit Owner's sole obligation to pay. Every Unit Owner shall, at the time of such Unit Owner's purchase of the Unit from the Declarant, pay to the Association the sum of \$100 as an initiation fee.

Article IX details the respective maintenance and repair obligations of Unit Owners and the Association. Generally, Unit Owners shall be responsible to maintain and repair the Unit in a neat, safe, sanitary and attractive condition, in good order and repair, and in accordance with all applicable restrictions, conditions, ordinances, codes and any rules and regulations which may be applicable under this Declaration or under law. Each Unit Owner shall also be responsible for maintaining the entire exterior of the Unit, including but not limited to, stone, stucco, siding, soffits, trim, fascia, shutters, paint, windows, decks, gutters and downspouts, roofs, patios, driveways and service walks. Each Unit Owner shall be responsible for mowing lawns, turf application, pruning and replacement of plant material as well as properly watering the lawn area; this requirement shall be particularly applicable after the initial planting/sodding of lawns and landscaping and in periods of insufficient rainfall. Each Unit Owner shall be responsible for maintenance of, including snow removal from, driveways and walkways within Units as well as the portion of the common sidewalk located immediately adjacent to the Unit.

The Association shall maintain the Common Facilities and Controlled Facilities in good

order and repair. The Association will be responsible for mowing lawns, turf application, annual edging and mulching, pruning and replacement of plant material in the Common Facilities. The Association will be responsible for maintaining the portions of the Stormwater Management System located within the common open space as a Common Facility and shall be further responsible for maintaining swales, rain gardens or other components of the Stormwater Management System, located within each Unit.

The Association shall maintain the Stormwater Management System in accordance with the Post-Construction Stormwater Management Plan and any maintenance agreements with the Township. The Declaration and the Post-Construction Stormwater Management Plan lists the specific maintenance and inspection responsibilities applicable to the various components of the Stormwater Management System. Such components and responsibilities include the following:

(1) Ownership Operations and Maintenance Procedures for PCSM BMPs: The following long-term operation and maintenance schedule shall be implemented by the Association, which provides for the inspection of the PCSM BMPs located on the Property described in the instrument for the Declaration of Restriction and Covenants, including the repair, replacement, or other routine maintenance of the PCSM BMPs to ensure property function and operation. Inspections shall be conducted in accordance with the specified inspection frequencies for each PCSM BMP. Site inspections should be conducted by qualified personnel, trained and experienced in erosion and sediment control and post-construction stormwater management, to ascertain that PCSM BMPs are properly maintained to effectively minimize pollution to the waters of this Commonwealth. A written report of each inspection shall be kept and include at a minimum: (1) A summary of site conditions, PCSM BMPs, repair, maintenance and compliance actions; and (2) The date, time, name and signature of the person conducting the inspection.

(2) Vegetated Swales: Inspection and maintenance procedures:

- a. Maintenance activities to be performed annually and within 48 hours after every major storm event (>1 inch rainfall):
  - i. Inspect and correct erosion problems, damage to vegetation, and sediment and debris accumulation (address when >3 inches at any spot or covering vegetation).
  - ii. Inspect vegetation on side slopes for erosion and formation of rills or gullies, correct as needed.
  - iii. Inspect for pools of standing water; dewater and discharge to an approved location and restore to design grade.
  - iv. Mow and trim vegetation to ensure safety, aesthetics, proper swale operation, or to suppress weeds and invasive vegetation. Dispose of cuttings in a local composting facility; mow only when swale is dry to avoid rutting.
  - v. Inspect for litter; remove prior to mowing.
  - vi. Inspect for uniformity in cross-section and longitudinal slope, correct as needed.
  - vii. Inspect swale inlet (cur cuts, pipes, etc.) and outlet for signs of erosion or blockage, correct as needed.

- b. Maintenance Activities to be done as needed:
  - i. Plant alternative grass species in the event of unsuccessful establishment.
  - ii. Reseed bare areas; install appropriate erosion control measures when native soil is exposed or erosion channels are forming.
  - iii. Rototill and replant swale if draw down time is more than 48 hours.
  - iv. Water during dry periods, fertilize and apply pesticide only when absolutely necessary.
- c. Winter conditions also necessitate additional maintenance concerns, which include the following:
  - i. Inspect swale immediately after the spring melt. Remove residuals (e.g. sand) and replace damaged vegetation without disturbing remaining vegetation.
  - ii. If roadside or parking lot runoff is directed to the swale, mulching and/or soil aeration/manipulation may be required in the spring to restore soil structure and moisture capacity and to reduce the impacts of deicing agents.

(3) Detention/Infiltration Basin 1A, 1B and 2

- a. Maintenance and inspection procedures:
  - i. All basin structures and catch basins and inlets located upgradient of the infiltration basin shall be inspected for clogging and excessive debris and sediment accumulation at least four (4) times per year, as well as after every storm greater than one (1) inch.
    - 1. Storm structures include basin bottoms, storm inlets, outlet structures, trash racks, rip rap aprons and level spreaders, where applicable.
    - 2. The outlet structure and its appurtenances shall be inspected for deterioration, cracks or other breaches that allow for the release of stormwater other than through approved orifices or openings. Deteriorated appurtenances shall be replaced in kind. Where cracks or breaches in the outlet structure(s) are observed, remediation measures shall be taken to provide a watertight seal.
  - ii. Also inspect for accumulation of sediment, signs of water contamination/spills, and slope stability in the berm. Remove accumulated sediment from basin as required. Properly dispose of sediment in accordance with the recycling or disposal of waste materials association with PCSM BMPs. Restore original cross section and infiltration rate. Disturbed areas shall be immediately permanently stabilized.
  - iii. Mowing and/or trimming of vegetation shall be performed as necessary to sustain the system but all detritus shall be removed from the basin. Mow only when dry to avoid rutting.

1. Vegetated areas within and tributary to the basin shall be inspected annually for erosion.
2. Vegetated areas within the basin shall be inspected annually for unwanted growth or exotic/invasive species.
3. Vegetative cover within the basin shall be maintained at a minimum of 95 percent. If vegetative cover has been reduced by 10%, vegetation shall be re-established.
4. In cases where mulch is used on the basin bottom to provide immediate, permanent stabilization, the maintenance of mulch shall be as follows:
  - a. Remove trash and debris as necessary.
  - b. Scrape silt with rakes or remove sediment buildup and dispose of in accordance with the recycling or disposal of waste materials associated with PCSM BMPs.
  - c. If scraping/removal has reduced depth of mulch, replace mulch to maintain placement depth.
  - d. Mulch should be re-spread when erosion is evidence and be replenished as needed. Once every two to three years the entire area may require replacement if performance has diminished.
5. Vehicles should not be parked or driven on an infiltration basin, and care should be taken to avoid excessive compaction by mowers.
6. Inspect the basin after every storm greater than one inch to ensure that runoff drains down within 72 hours. If Basin 1A and/or Basin 2 do not drain down within 72 hours, remediation measures shall be taken such as the placement of mulch, if applicable, deep ripping of the soil subgrade and/or amendment of the soil subgrade with 2" min. depth sand.

iv. Rip Rap Aprons

1. All aprons shall be inspected for clogging, excessive debris and sediment accumulation at least four times per year, as well as after every storm greater than one inch. Properly dispose of sediment in accordance with the recycling or disposal of waste materials associated with PCSM BMPs.
2. Displace rip rap within the apron shall be replaced immediately.

v. Recycling or Disposal of Waste Materials associated with PCSM BMPs.

1. Sediment, debris/trash, and any other waste material removed from PCSM BMPs shall be properly managed per Note 2 and recycled or disposed of to reduce

potential for pollution to surface and ground waters as per 25 Pa. Code 192.8(f)(11).

2. All waste materials shall be removed from the site and recycled or disposed of in accordance with the department's solid waste management regulations at 25 Pa. Code 260.1 et seq., 271.1 and 287.1 et seq. No waste materials shall be burned, buried, dumped or discharged at the site.
3. Under no circumstances may PCSM BMPs be used for temporary storage of waste materials.
4. Wherever possible, recycling of excess materials is preferred, rather than disposal.
5. Applicable federal, state and local laws and regulations must be following in the use, handling and disposal of potentially hazardous materials.

Article X of the Declaration details the insurance to be carried by the Association. This insurance is in addition to the insurance which will be carried by the individual Unit Owners on the individual Units. No Unit 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 for the Association.

Article XI of the Declaration contains provisions regarding protection of anyone who holds a mortgage on any Unit. The mortgagee is entitled to notice and right of approval on certain substantial amendments to the Declaration if they should occur.

Article XII of the Declaration contains provisions limiting the liability of the Executive Board and appointed Committee Members and providing that such member(s) of the Executive Board and Committee Members will be indemnified by the Association except for acts of willful misconduct or gross negligence in the performance of their duties.

Article XIII of the Declaration establishes the architectural control of the Association and an architectural review and inspection process for any exterior construction, alteration or modification of a Unit. Under certain terms and circumstances, the Executive Board may authorize variances and reasonable accommodations from compliance with this Article.

Article XIV of the Declaration establishes that the every Unit Owner, occupant or mortgagee is subject to the provisions in the Community Documents and shall comply with all such document provisions. All such provisions shall be covenants running with the land and shall bind any person having at any time any interest or estate in a Unit. Additionally, this Article explains the process of how the Declaration may be amended by the Unit Owners. The Declaration reserves the right to create additional Units, Common Facilities and Controlled Facilities within Convertible Real Estate and to create additional Units and Common Facilities, subject to the limitation of seventy-two (72) additional Units may be constructed within the Convertible Real Estate, with each building constituting a separate phase of additional Units added, and a lapse upon completion of construction of the buildings containing the seventy-five (75) Units or 10 years after the date of recording of the Declaration.



Article XV of the Declaration provides the mechanism for turnover of control of the Executive Board from the Declarant to the individual Unit Owners, and provides for the enforcement of the Community Documents by the Association, any Unit Owner or the Township.

A copy of the Declaration is attached hereto as Exhibit "A".

b. **Bylaws.** The Bylaws are the rules for governance of the Community Association, which all Unit Owners are members, and which serve the same purpose as the Bylaws of a corporation.

Article II of the Bylaws provides for the registered office of the Association.

Article III of the Bylaws is reserved for future additions to the Bylaws.

Article IV of the Bylaws discusses the membership in the Association and meetings of the Association.

Articles V and VI of the Bylaws provide for the management of the Association by an Executive Board and the mechanism for nominating and electing an Executive Board. The Bylaws provide for the Association to be managed by a three-person Executive Board.

Article VII describes the powers and duties of the Executive Board.

Article VIII discusses the election of specific officers of the Association and the powers of the respective officers.

Article IX sets forth the provisions for the filling of vacancies which occur in the Executive Board.

Article X mandates the Association to keep accurate books and records on the activities of the Association.

Article XI authorizes the Association to issue membership certificates evidencing membership in the Association.

Article XII authorizes the Association to receive income and make an incidental profit.

Article XIII provides for the issuance of an annual report by the Executive Board.

Article XIV sets forth the notice requirements for meetings of the Executive Board and the membership.

Article XV contains miscellaneous provisions governing the Association.

Article XVI establishes indemnification of officers and directors from liability for their activities in their roles as officers and directors.

Article XVII establishes the Association's right to levy assessments.

Article XVIII establishes a procedure for alternate dispute resolution.

Articles XIX and XX provide for the amendment to the Bylaws.

A copy of the Bylaws is attached hereto as Exhibit "B"

c. **Rules and Regulations.** The Declaration provides that the Executive Board may adopt reasonable Rules and Regulations.

**PROSPECTIVE PURCHASERS ARE REMINDED THAT THE ABOVE IS ONLY A SUMMARY OF THE COMMUNITY DOCUMENTS. PURCHASERS ARE URGED TO REVIEW THE COMMUNITY DOCUMENTS IN THEIR ENTIRETY.**

### **Association Budget**

A projected budget prepared by Declarant for the first year of operation of the Community is attached as Exhibit "C" to this Public Offering Statement. It is impossible to predict how costs will change between the effective date of this Public Offering Statement and the date of the first conveyance of a Unit and therefore, the budget must necessarily be subject to change in the future. However, Declarant believes that the current version of the budget is based upon the most reasonable cost estimates that can be made at this time on the basis of information currently available. In preparing the budget, Declarant assumes that the cost of operation would continue to increase at the present inflation rate for such costs. As the Association has not yet been formed, no balance sheet for the Association is available.

Based on the budget, a projected Common Expense assessment is \$250 per year for each Unit.

There are no services not reflected in the budget that Declarant currently provides or will provide or expenses which Declarant pays or will pay that Declarant presently expects may become Common Expenses in the future.

### **Structural Components**

All structural components of the improvements which the Declarant will cause to be constructed on the Units, as well as the utility installations in the Community, will be installed as new, with the exception of previously installed installations and structural components related to the previously existing dwellings and structures in the Community. The structural components of the newly constructed Units include the foundation system and footings, beams, girders, lintels, columns, walls and partitions, roof framing systems, roofing and sheathing. The major utility installations include sewer and water lines and the Stormwater Management System components. The anticipated useful life of the Stormwater Management System is 30+ years, with a budgeted replacement cost of \$275,000 (current dollars). The information provided is only a good faith current estimate of the Declarant based on the Declarant's familiarity with the construction of

homes and development of lots, and is not a warranty or representation of any kind. The useful life of the structural components and utility installations may decrease depending upon weather conditions, maintenance, misuse and other factors outside of the Declarant's control.

### **Title Matters**

The Community will be subject to:

a. The Declaration of Community as recorded, and conditions disclosed by the Plans, as recorded, the Bylaws and the Rules and Regulations, as each of them may be amended as provided therein;

b. Statutory easements granted by the Uniform Planned Community Act, including, but not limited to, (i) easements for structural support, (ii) easements for encroachments; (iii) an easement in favor of Declarant through the Common Facilities, as may be reasonably necessary for the purpose of discharging Declarant's obligations or exercising Declarant's rights; and (iv) an easement in favor of Declarant to maintain sales office, management offices and models in the Community;

c. Easements and Restrictions described in Article IV of the Declaration including, but not limited to

(i) Easements in favor of the appropriate utility companies to serve the Property and all appurtenances thereto;

(ii) Easements in favor of the Unit Owners, the Association and their invitees, employees, tenants and servants for access, egress and ingress over, through and across each portion of the Common Facilities pursuant to such requirements, as the Executive Board may from time to time prescribe;

(iii) An easement in favor of Association to inspect, maintain, repair and replace the Common Facilities;

(iv) Easements in favor of the Township for maintenance of the Common Facilities, if needed;

d. The matters of record, to the extent they continue to affect the Community as set forth in Section 1.2 of the Declaration.

### **Warranties**

Declarant offers the limited warranty expressly required by Section 5411(b) of the Uniform Planned Community Act relating to Units and Common Facilities. As defined in the Community Act, the term "structural defects" means "those defects in components constituting any Unit or Common Element which reduce the stability or safety of the structure below accepted standards or restrict the normal intended use of all or part of the structure and which require repair, renovation, restoration or replacement." The Declarant warrants against structural

defects in the Units and Common Facilities for a period of two (2) years. As to each Unit, the two-year warranty shall begin on the day each Unit is conveyed to a purchaser. As to Common Facilities, the warranty shall begin at the time the first Unit in the Community is conveyed to a purchaser by the Declarant.

In addition to the limited warranty required by Section 5411(b) of the Uniform Planned Community Act, Declarant offers each original purchaser a limited one (1) year warranty on the building components identified in the "Grande Construction Company 1 Year Warranty," attached as Exhibit "D", covering material defects in heating, plumbing, air conditioning, electrical, roofing or major structural systems of the house according to the terms, limitations, and conditions of the warranty.

**THE DECLARANT OFFERS NO OTHER WARRANTIES, EXPRESSED OR IMPLIED. THE DECLARANT IS NOT RESPONSIBLE FOR ANY ITEMS OF MAINTENANCE RELATING TO THE UNITS. WITH THE SOLE EXCEPTION OF THE WARRANTIES DESCRIBED IN THIS SECTION AND IN THE AGREEMENT OF SALE, THE DECLARANT IS SELLING THE UNITS AND ANY PERSONAL PROPERTY IN THE UNITS IN ITS THEN "AS-IS AND WHERE-IS" CONDITION. THE DECLARANT DISCLAIMS ALL IMPLIED WARRANTIES APPLICABLE TO ANY UNIT OR COMMON FACILITIES TO WHICH THE WARRANTY UNDER SECTION 5411 OF THE ACT APPLIES.**

### **Judgments and Lawsuits**

There are no outstanding and uncured notices of violations of any governmental requirements. There are no lawsuits pending against the Community of which Declarant has any knowledge.

### **Restraints on Transfer**

There are no restraints on transfer of any portion of the Community. As noted above, however, any mortgage on an individual Unit is subject to the provisions of the Community Declaration. Unit Owners will be responsible for providing their own mortgage financing and Declarant shall have not responsibility to provide the same. Declarant does not intend to rent Units or dwellings to investors or to market blocks of Units or dwellings to investors at this time. Declarant may sell lots to other builders although it does not intend to do so at this time.

### **Insurance Coverage**

The Executive Board will obtain the following insurance to protect the Association, and to a certain limited extent the Unit Owners as individuals:

1. Casualty insurance covering the Common Facilities and Controlled Facilities in the amount of not less than 100% of the current replacement costs;
2. Liability insurance not less than \$1,000,000 per occurrence covering the Common Facilities and Controlled Facilities;

3. Workers' compensation insurance;
4. Fidelity insurance.

The cost of this insurance will be part of the Common Expenses. Since the insurance to be obtained by the Executive Board does not protect Unit Owners against liability for accidents occurring within their Units, or cover loss or damage to Unit improvements, furniture and other personal property installed by Unit Owners, Unit Owners are advised to purchase their own community homeowners' insurance.

The Executive Board may, in the exercise of reasonable business judgment, purchase such additional insurance as it determines to be necessary.

### **Common Improvements**

The Stormwater Management System and other Common Facilities and Controlled Facilities listed in Article III of the Declaration must be built. Financial security has been posted with the Township in an amount sufficient to insure the completion of these improvements. No fees are intended to be paid for use of the Common Facilities other than the assessments charged as part of the Association budget for the ongoing maintenance of the Common Facilities.

### **Hazardous Conditions**

Declarant has no knowledge of hazardous conditions on the Property, such as contamination by hazardous substances, hazardous waste or the like or the existence of underground storage tanks or petroleum products or other hazardous substances. On July 16, 2003, a Phase I Environmental Site Assessment was performed at certain areas of the Property, but no recognized environmental conditions were identified. Any purchaser requiring additional information regarding hazardous substances may contact the following agencies:

Pennsylvania Department of Environmental Protection  
Southcentral Regional Office  
909 Elmerton Avenue  
Harrisburg, PA 17110  
(717) 705-4700

United States Environmental Protection Agency for Region III  
1650 Arch Street  
Philadelphia, PA 19103-2029  
(215) 814-5000

### **Purchase of Unit**

A form of the agreement of sale is attached hereto as Exhibit "E". Each purchaser should examine his or her own Agreement of Sale carefully, because that document will define the various

rights, duties and obligations of Declarant and that purchaser with respect to the specific Unit being purchased.

Declarant may at any time increase or reduce the selling price for the unsold Units in the Community; modify the terms and conditions of sale; and make, grant or cease to make or grant discounts or concessions. Of course, no change in prices, terms or conditions will affect Agreements of Sale executed by Declarant before such changes are made.

### **Escrow**

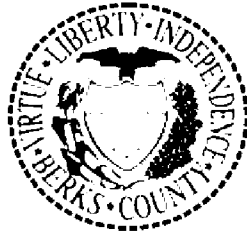
Any deposit made in connection with the purchase of any Unit from the Declarant will be held in an escrow account in accordance with the provisions of Section 5408 of the Uniform Planned Community Act. If the purchaser cancels the contract pursuant to Section 5406 of the Uniform Planned Community Act, said deposit shall be returned to the purchaser.

### **Amendments**

This Offering Statement is subject to change without notice in order to reflect any material changes in the information set forth herein or as otherwise required by the Uniform Planned Community Act. Declarant will mail copies of all such amendments to any persons who are parties to valid and binding Agreements of Sale respecting any Unit or Units.

**ANY INFORMATION OR DATA REGARDING THE COMMUNITY NOT INCLUDED IN THIS PUBLIC OFFERING STATEMENT MUST NOT BE RELIED UPON. NO PERSON HAS BEEN AUTHORIZED BY DECLARANT TO MAKE ANY REPRESENTATION OR WARRANTY NOT EXPRESSLY CONTAINED HEREIN AND THIS OFFERING STATEMENT MAY NOT BE CHANGED OR MODIFIED ORALLY.**

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|--------------------|---|
| <b>EXHIBIT “A”</b> | Declaration                                 |
| <b>EXHIBIT “B”</b> | Bylaws                                      |
| <b>EXHIBIT “C”</b> | Budget                                      |
| <b>EXHIBIT “D”</b> | Grande Construction Company 1 Year Warranty |
| <b>EXHIBIT “E”</b> | Form of Agreement of Sale                   |

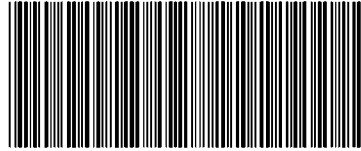


Mary Kozak  
Berks County Recorder of Deeds

Berks County Services Center 3<sup>rd</sup> Floor  
633 Court Street  
Reading, PA 19601  
Office: (610) 478-3380 ~ Fax: (610) 478-3359  
Website: [www.countyofberks.com/recorder](http://www.countyofberks.com/recorder)

**INSTRUMENT # 2022026238**

RECORDED DATE: 06/30/2022 08:25:22 AM



5094393-0022U

**Document Type:** DECLARATION/AFFIDAVIT

**Transaction #:** 5868615  
**Document Page Count:** 76  
**Operator Id:** sdweidner

**PARCEL ID(s):** (See doc for additional parcel #'s)

|                |                |
|----------------|----------------|
| 66439902852217 | 66439902756388 |
| 66439902851229 | 66439902755399 |
| 66439902850331 | 66439902755411 |
| 66439902759353 | 66439902754423 |
| 66439902758364 | 66439902753434 |
| 66439902757376 | 66439902752446 |

**SUBMITTED BY:**  
Terra Settlement Services  
2 WOODLAND RD

READING, PA 19610-1999  
(610) 372-0101

**\* PROPERTY DATA:**

**\*\* PLEASE SEE DOCUMENT OR INDEX FOR PROPERTY DATA**

**FEES / TAXES:**

|                             |                   |
|-----------------------------|-------------------|
| RECORDING FEES: DECLARATION | \$29.50           |
| RECORDS IMPROVEMENT FUND    | \$5.00            |
| WRIT TAX                    | \$0.50            |
| ADDITIONAL PAGE FEE         | \$288.00          |
| PARCEL ID FEE               | \$780.00          |
| <b>Total:</b>               | <b>\$1,103.00</b> |

**INSTRUMENT #: 2022026238**

Recorded Date: 06/30/2022 08:25:22 AM

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



Mary Kozak  
Recorder of Deeds

**OFFICIAL RECORDING COVER PAGE**

Page 1 of 77

**PLEASE DO NOT DETACH**

**THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT**

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

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



**Prepared by:**

Carl N. Weiner, Esquire  
Hamburg, Rubin, Mullin, Maxwell & Lupin

**Return to:**

Carl N. Weiner, Esquire  
Hamburg, Rubin, Mullin, Maxwell & Lupin  
375 Morris Road, P. O. Box 1479  
Lansdale, PA 19446-0773  
215-661-0400; cweiner@hrmml.com

Parcel Nos. Please see attached list for parcel numbers.

**DECLARATION  
OF  
RIVERCREST PLANNED COMMUNITY**

## ADDITIONAL PARCEL NUMBERS:

## Address:

|           |    |                |                           |         |    |       |
|-----------|----|----------------|---------------------------|---------|----|-------|
| Parcel ID | 3  | 66439902852217 | 1004 River Crest Drive    | Reading | Pa | 19605 |
| Parcel ID | 4  | 66439902851229 | 1006 River Crest Drive    | Reading | Pa | 19605 |
| Parcel ID | 5  | 66439902850331 | 1008 River Crest Drive    | Reading | Pa | 19605 |
| Parcel ID | 6  | 66439902759353 | 1010 River Crest Drive    | Reading | Pa | 19605 |
| Parcel ID | 7  | 66439902758364 | 1012 River Crest Drive    | Reading | Pa | 19605 |
| Parcel ID | 8  | 66439902757376 | 1014 River Crest Drive    | Reading | Pa | 19605 |
| Parcel ID | 9  | 66439902756388 | 1016 River Crest Drive    | Reading | Pa | 19605 |
| Parcel ID | 10 | 66439902755399 | 1018 River Crest Drive    | Reading | Pa | 19605 |
| Parcel ID | 11 | 66439902755411 | 1020 River Crest Drive    | Reading | Pa | 19605 |
| Parcel ID | 12 | 66439902754423 | 1022 River Crest Drive    | Reading | Pa | 19605 |
| Parcel ID | 13 | 66439902753434 | 1024 River Crest Drive    | Reading | Pa | 19605 |
| Parcel ID | 14 | 66439902752446 | 1028 River Crest Drive    | Reading | Pa | 19605 |
| Parcel ID | 15 | 66439902751457 | 1030 River Crest Drive    | Reading | Pa | 19605 |
| Parcel ID | 16 | 66439902750469 | 1032 River Crest Drive    | Reading | Pa | 19605 |
| Parcel ID | 17 | 66439902659571 | 1034 River Crest Drive    | Reading | Pa | 19605 |
| Parcel ID | 18 | 66439902757934 | 1036 River Crest Drive    | Reading | Pa | 19605 |
| Parcel ID | 19 | 66439902757063 | 1038 River Crest Drive    | Reading | Pa | 19605 |
| Parcel ID | 20 | 66439902762000 | Antonio Drive             | Reading | Pa | 19605 |
| Parcel ID | 21 | 66439902762126 | Stoudts Ferry Bridge Road | Reading | Pa | 19605 |
| Parcel ID | 22 | 66439902852449 | 1003 River Crest Drive    | Reading | Pa | 19605 |
| Parcel ID | 23 | 66439902851469 | 1005 River Crest Drive    | Reading | Pa | 19605 |
| Parcel ID | 24 | 66439902850581 | 1007 River Crest Drive    | Reading | Pa | 19605 |
| Parcel ID | 25 | 66439902850503 | 1009 River Crest Drive    | Reading | Pa | 19605 |
| Parcel ID | 26 | 66439902759514 | 1011 River Crest Drive    | Reading | Pa | 19605 |
| Parcel ID | 27 | 66439902758545 | 1013 River Crest Drive    | Reading | Pa | 19605 |
| Parcel ID | 28 | 66439902757567 | 1015 River Crest Drive    | Reading | Pa | 19605 |
| Parcel ID | 29 | 66439902756588 | 1017 River Crest Drive    | Reading | Pa | 19605 |
| Parcel ID | 30 | 66439902756610 | 1019 River Crest Drive    | Reading | Pa | 19605 |
| Parcel ID | 31 | 66439902755621 | 1021 River Crest Drive    | Reading | Pa | 19605 |
| Parcel ID | 32 | 66439902754652 | 1023 River Crest Drive    | Reading | Pa | 19605 |
| Parcel ID | 33 | 66439902753674 | 1025 River Crest Drive    | Reading | Pa | 19605 |
| Parcel ID | 34 | 66439902752695 | 1031 River Crest Drive    | Reading | Pa | 19605 |
| Parcel ID | 35 | 66439902753709 | Antonio Drive             | Reading | Pa | 19605 |
| Parcel ID | 36 | 66439902753788 | 1024 Antonio Drive        | Reading | Pa | 19605 |
| Parcel ID | 37 | 66439902754767 | 1022 Antonio Drive        | Reading | Pa | 19605 |
| Parcel ID | 38 | 66439902755736 | 1020 Antonio Drive        | Reading | Pa | 19605 |
| Parcel ID | 39 | 66439902756714 | 1018 Antonio Drive        | Reading | Pa | 19605 |
| Parcel ID | 40 | 66439902756792 | 1016 Antonio Drive        | Reading | Pa | 19605 |
| Parcel ID | 41 | 66439902757771 | 1014 Antonio Drive        | Reading | Pa | 19605 |
| Parcel ID | 42 | 66439902758750 | 1012 Antonio Drive        | Reading | Pa | 19605 |
| Parcel ID | 43 | 66439902759638 | 1010 Antonio Drive        | Reading | Pa | 19605 |
| Parcel ID | 44 | 66439902850606 | 1008 Antonio Drive        | Reading | Pa | 19605 |

|              |    |                |                                |         |    |       |
|--------------|----|----------------|--------------------------------|---------|----|-------|
| Parcel ID    | 45 | 66439902850685 | 1006 Antonio Drive             | Reading | Pa | 19605 |
| Parcel ID    | 46 | 66439902851674 | 1004 Antonio Drive             | Reading | Pa | 19605 |
| Parcel ID    | 47 | 66439902852642 | 1002 Antonio Drive             | Reading | Pa | 19605 |
| Parcel ID    | 48 | 66439902852833 | 1003 Antonio Drive             | Reading | Pa | 19605 |
| Parcel ID    | 49 | 66439902851865 | 1005 Antonio Drive             | Reading | Pa | 19605 |
| Parcel ID    | 50 | 66439902850886 | 1007 Antonio Drive             | Reading | Pa | 19605 |
| Parcel ID    | 51 | 66439902759898 | 1009 Antonio Drive             | Reading | Pa | 19605 |
| Parcel ID    | 52 | 66439902759829 | 1011 Antonio Drive             | Reading | Pa | 19605 |
| Parcel ID    | 53 | 66439902758940 | 1013 Antonio Drive             | Reading | Pa | 19605 |
| Parcel ID    | 54 | 66439902757962 | 1015 Antonio Drive             | Reading | Pa | 19605 |
| Parcel ID    | 55 | 66439902756983 | 1017 Antonio Drive             | Reading | Pa | 19605 |
| Parcel ID    | 56 | 66439902756904 | 1019 Antonio Drive             | Reading | Pa | 19605 |
| Parcel ID    | 57 | 66439902755935 | 1021 Antonio Drive             | Reading | Pa | 19605 |
| Parcel ID    | 58 | 66439902754947 | 1023 Antonio Drive             | Reading | Pa | 19605 |
| Parcel ID    | 59 | 66439902753968 | 1025 Antonio Drive             | Reading | Pa | 19605 |
| Parcel ID    | 60 | 66439902763192 | Stoudts Ferry Bridge Road      | Reading | Pa | 19605 |
| Parcel ID    | 61 | 66439902764171 | 5222 Stoudts Ferry Bridge Road | Reading | Pa | 19605 |
| Parcel ID    | 62 | 66439902765150 | 5220 Stoudts Ferry Bridge Road | Reading | Pa | 19605 |
| Parcel ID    | 63 | 66439902766039 | 5218 Stoudts Ferry Bridge Road | Reading | Pa | 19605 |
| Parcel ID    | 64 | 66439902767018 | 5216 Stoudts Ferry Bridge Road | Reading | Pa | 19605 |
| Parcel ID    | 65 | 66439902767098 | 5214 Stoudts Ferry Bridge Road | Reading | Pa | 19605 |
| Parcel ID    | 66 | 66439902768076 | 5212 Stoudts Ferry Bridge Road | Reading | Pa | 19605 |
| Parcel ID    | 67 | 66439902769056 | 5210 Stoudts Ferry Bridge Road | Reading | Pa | 19605 |
| Parcel ID    | 68 | 66439902860035 | 5208 Stoudts Ferry Bridge Road | Reading | Pa | 19605 |
| Parcel ID    | 69 | 66439902861014 | 5206 Stoudts Ferry Bridge Road | Reading | Pa | 19605 |
| Parcel ID    | 70 | 66439902862003 | 5204 Stoudts Ferry Bridge Road | Reading | Pa | 19605 |
| Parcel ID    | 71 | 66439902862341 | 5203 Stoudts Ferry Bridge Road | Reading | Pa | 19605 |
| Parcel ID    | 72 | 66439902861351 | 5205 Stoudts Ferry Bridge Road | Reading | Pa | 19605 |
| Parcel ID    | 73 | 66439902860370 | 5207 Stoudts Ferry Bridge Road | Reading | Pa | 19605 |
| Parcel ID    | 74 | 66439902769370 | 5209 Stoudts Ferry Bridge Road | Reading | Pa | 19605 |
| Parcel ID    | 75 | 66439902768381 | 5211 Stoudts Ferry Bridge Road | Reading | Pa | 19605 |
| Parcel ID    | 76 | 66439902768301 | 5213 Stoudts Ferry Bridge Road | Reading | Pa | 19605 |
| Parcel ID    | 77 | 66439902767302 | 5215 Stoudts Ferry Bridge Road | Reading | Pa | 19605 |
| Open Space   |    | 66439902763378 | Stoudts Ferry Bridge Road      | Reading | Pa | 19605 |
| Open Space B |    | 66439902756571 | River Crest Drive              | Reading | Pa | 19605 |
| Roads        |    | 66439902765313 | Antonio Drive                  | Reading | Pa | 19605 |

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**DECLARATION  
OF  
RIVERCREST PLANNED COMMUNITY**

**THIS DECLARATION** is made on this 24<sup>th</sup> day of June, 2022, by **FIORINO GRANDE** (hereinafter referred to as "Declarant").

**WITNESSETH:**

**ARTICLE I. PROPERTY; DEFINED TERMS**

**Section 1.1 Submission of Property.** This Declaration is made pursuant to the provisions of the Pennsylvania Uniform Planned Community Act, Act 180 of 1996, Title 68, Pa. C.S.A. Section 5101 et seq. (the "Act") for the purpose of submitting to the provisions of the said Act, the property described in Article II hereof, located in Muhlenberg Township, Berks County, Pennsylvania as more particularly described in Exhibit "A" (the "Property"), together with all buildings, structures, improvements and other permanent fixtures of whatsoever kind now erected or to be erected thereon, owned by Declarant in fee simple together with all easements, rights and appurtenances belonging thereto. Declarant hereby creates with respect to the Property a Planned Unit Community to be known as the Rivercrest Planned Community (the "Community").

**Section 1.2 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, the Declarant expressly disclaiming any intent to revive or extend any such matters which do not presently affect the Property.

**Section 1.3 Defined Terms.** Capitalized terms not otherwise defined herein or in the Plats and Plans shall have the meanings specified or used in the Act. The following terms used or defined in general terms in the Act shall have the specific meaning herein as follows:

A. "Assessments" means a Unit's individual share of the anticipated expenses of the Association for each fiscal year as reflected in the budget adopted by the Executive Board for such year.

B. "Association" means the Unit Owners' Association of the Community and shall be known as "Rivercrest Community Association."

C. "Bylaws" means the document having that name and providing for the governance of the Association, pursuant to Section 5306 of the Act, as such document may be amended from time to time.

D. "Common Facilities" means all portions of the Property other than the Units, as more specifically set forth in Section 3.2 below, specifically including, but not limited to, open space and the stormwater management system as defined in Section 2.1 below.

E. "Common Expenses" shall mean the actual and estimated costs of: maintenance, management, operation, repair and replacement of the Common Facilities, including those costs not paid by the Owner responsible for payment; costs of compensation paid by the Association to property managers, accountants, attorneys and other consultants; the cost of all gardening, landscaping and other services benefiting the Common Facilities; the cost of operating private fire hydrants; the cost of fire, casualty and liability insurance, workmen's compensation insurance, and other insurance covering the Property or the officers and directors of the Association; the costs of bonding of the members of the management body; taxes paid by the Association; amounts paid by the Association for discharge of any lien or encumbrance levied against the Property, or portions thereof; and the costs of any other item or items designated by, or in accordance with other expenses incurred by the Association for any reason whatsoever in connection with the Property, for the benefit of all of the Unit Owners.

F. "Community" means Rivercrest Planned Community to be developed by the Declarant on the Property.

G. "Community Documents" includes the Declaration, Plats and Plans, Bylaws and any Rules and Regulations which may be promulgated by the Association.

H. "Controlled Facilities" means those facilities which are to be maintained by the Association, but are not owned by the Association, as more specifically set forth in Section 3.3 below.

I. "Declarant" means the party described in the initial paragraph above and all successors to any special Declarant rights.

J. "Declaration" means this document, as the same may be amended from time to time.

K. "Executive Board" means the Executive Board of the Association.

L. "Limited Common Assessment" shall mean a charge against a particular Unit directly attributable to the Unit Owner, equal to a cost incurred by the Association for corrective action performed pursuant to the provisions of this Declaration, plus interest thereon as provided for in this Declaration.

M. "Lot" shall mean and refer to any residential lot shown upon the Plans as defined below.

N. "Permitted Mortgage" means a mortgage to (i) the Declarant; (ii) the seller of a Unit; (iii) a bank, trust company, savings bank, savings and loan association, mortgage service company, insurance company, credit union, pension fund, real estate investment trust or like

institutional investor or lender; and (iv) any other holder of a first mortgage on any Lot who shall have provided to the Association a statement of its name, address and the Lots against which it holds a first mortgage lien. A holder of a Permitted Mortgage is referred to herein as a "Permitted Mortgagee".

O. "Plans" means the Plats and Plans attached hereto as Exhibit "C" and made a part hereof, as the same may be amended from time to time.

P. "Property" means the Property described in Section 1.1 above.

Q. "Rules and Regulations" means such rules and regulations as are promulgated by the Executive 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 Bylaws.

R. "Special Assessment" means such assessment as may be levied by the Association to cover costs not otherwise covered by the Assessment pursuant to Article VIII below.

S. "Township" means Muhlenberg Township, Berks County, a municipal corporation of the Commonwealth of Pennsylvania.

T. "Unit" means a Lot with a residential dwelling constructed thereon as described herein and in the Plans.

U. "Unit Owner" means the person or persons whose estate or interest, individually or collectively, aggregate fee simple ownership of a Unit. In case of joint ownership of a Unit, the term "Unit Owner" shall refer to all such joint owners collectively, and the obligations of a Unit Owner hereunder or under the Act shall, with respect to such Unit, be joint and several among such joint owners. The Declarant shall be deemed a Unit Owner so long as it is the legal title holder of any Unit.

## **ARTICLE II PROPERTY SUBJECT TO THIS DECLARATION; UNITS TO BE CONSTRUCTED**

**Section 2.1 Initial Community.** The initial Community shall consist of three (3) Units being Units 48 through 50 inclusive as shown on the Plan and as listed in Exhibit "D" attached hereto and made a part hereof. To service the Community, the Declarant intends to construct the roadways, sidewalks, and the stormwater management detention basin, infiltration basins, forebay, emergency spillways and appurtenant pipes, swales, inlets and other components (collectively referred to as the "Stormwater Management System"). The Declarant will also construct sanitary sewer lines and water lines which will be dedicated to the Muhlenberg Township Authority.

**Section 2.2 Convertible Real Estate.** The Declarant reserves the right pursuant to Section 5211 of the Act to convert the portion of the Property described in Exhibit "E" attached hereto and made a part hereof into additional Units, Common Facilities and Controlled Facilities. This



Declaration ultimately contemplates the creation of seventy-five (75) single-family detached Units in the Property.

### **ARTICLE III DESCRIPTION OF UNITS AND COMMON FACILITIES**

**Section 3.1 Unit Boundaries.** Each Unit shall consist of the subdivided residential Lot as designated on the record plan prepared by Kirk W. Barnett, attached as Exhibit "C." Each Unit will also consist of the single-family detached dwelling constructed on each such Lot.

A. If any mechanical or structural component, including without limitation conduits, pipes or fixtures serving only one Unit lies partially or completely outside the boundary of the Unit, such mechanical or structural component shall be part of the Unit which it serves.

**Section 3.2 Common Facilities.** Open Space Area A and Open Space Area B and the Stormwater Management System shall comprise Common Facilities. Antonio Drive and Rivercrest Drive shall comprise Common Facilities until such time as accepted for dedication by the Township. Sewer lines and water lines located beyond the boundaries of a Lot shall comprise Common Facilities until such time as any portion of such sanitary sewer and/or water lines are accepted for dedication by the Muhlenberg Township Authority or any applicable other municipal authority or public utility.

**Section 3.3 Controlled Facilities.** Any portion of the Stormwater Management System, including but not limited to, underground stormwater conveyance pipes, inlets, rain gardens and other components within Lots which are maintained by the Association shall comprise Controlled Facilities. The common sidewalks located within the right of way of the internal roadways upon dedication of such right of way to the Township, shall also comprise Controlled Facilities.

### **ARTICLE IV EASEMENTS**

**Section 4.1 Unit Owners' Easements of Enjoyment.** Every Unit Owner shall have a right and easement of ingress and egress and of enjoyment in, to and over the Common Facilities and Controlled Facilities which shall be appurtenant to and shall pass with title to every Unit, subject to the following provisions:

A. The right of the Association to establish uniform rules and regulations pertaining to the use of the Common Facilities and Controlled Facilities.

B. The right of the Association in accordance with its Articles of Incorporation, Bylaws and this Declaration, with the vote or written assent of sixty-seven percent (67%) of Members to borrow money for the purpose of improving the Common Facilities and in aid thereof, and, subject to the provisions of Article XI of this Declaration, to mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, provided that the rights of such mortgagee shall be subordinated to the rights of the Unit Owners.

**Section 4.2 Delegation of Use.** Any Unit Owner may delegate in accordance with the Bylaws, the right of enjoyment to the Common Facilities to such Unit Owner's family, tenants, or contract purchasers who reside in the Unit, subject to reasonable regulation by the Board.

**Section 4.3 Utility Easements.** The Units, Common Facilities and Controlled Facilities shall be, and are hereby, made subject to easements in favor of the Declarant, appropriate utility and service companies and governmental agencies or authorities for such utility and service lines and equipment as may be necessary or desirable to serve any portion of the Property. The easements created in this section shall include, without limitation, rights of the 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, storm sewer and sanitary sewer 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 Units, Common Facilities and Controlled Facilities. Notwithstanding the foregoing provisions of this section, 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 the 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.

A. Declarant expressly reserves for itself, its successors and assigns, an easement for access, ingress and egress over the Common Facilities and Controlled Facilities for the purpose of connecting to existing storm and sanitary sewer lines, water lines and other utilities and for the purpose of installation, replacement and maintenance of such utility and service lines and systems as Declarant may in the future install and connect with the aforesaid utility lines, such additional utility lines to service any future development by the Declarant of Units and Common Facilities.

**Section 4.4 Easements Relating to Units.** Each Unit shall be, and it hereby is, made subject to the following rights, easements, and covenants in favor of each adjoining Unit and the Association:

A. An easement in favor of the Declarant, the Association and their respective agents, employees, independent contractors and assigns for access to the Units for inspection, maintenance, repair and replacement of the Common Facilities and Controlled Facilities situated in or accessible from such Units and correction of emergency conditions in one or more Units, or casualties to the Common Facilities, Controlled Facilities and/or the Units.

1. Declarant hereby reserves for the benefit of itself, the Association and their respective agents, employees, contractors and assigns an easement through such portion of any Units as necessary for the access of equipment and personnel for maintenance of underground stormwater pipes, inlets and appurtenant facilities.

B. The obligation of each Unit Owner to maintain all portions of such Unit Owner's Unit in such condition as to insure structural support, sanitary hygienic condition, habitability, soundness and weather tightness of the adjoining Unit, and to maintain or repair such Unit

Owner's Unit, whether after damage by fire or otherwise, so as not to materially impair the value of any other Unit.

**Section 4.5 Declarant Easement to Correct Drainage.** Declarant reserves an easement on, over and under those portions of the Common Facilities and Units not located within a building for the purpose of maintaining and correcting drainage of surface water in order to maintain reasonable standards of health, safety and appearance. The easement created by this section 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 result, following which the Declarant can restore the affected property as closely to its original condition as practicable.

**Section 4.6 Rights Reserved for Township.** Declarant hereby reserves for the benefit of the Township and its successors and assigns, in the event the Association and/or Declarant shall fail to comply with their obligations to maintain any Common Facilities or Controlled Facilities as set forth herein, a perpetual, non-exclusive easement over the Property for the purpose of inspecting, maintaining, servicing, repairing and replacing any portions of the Storm Water Management System. Such easement is to be binding upon every Lot on which Common Facilities are located. Upon notice by the Township to the Association of unsatisfactory drainage conditions, maintenance or repair work necessary to the Storm Water Management System, the Association shall correct the conditions in accordance with the Township notice within thirty (30) days or, if the conditions cannot be reasonably be corrected within thirty (30) days due to weather conditions or scope of the work, the Association shall diligently proceed within thirty (30) days in its efforts to commence correction of conditions. The Township has the right to require installation of additional piping or such other corrective measures as are reasonably necessary to correct the unsatisfactory conditions. If the required corrective action is not taken within the specified time limit, the Township shall have the right, but not the obligation, to perform the required work. In the event the Township shall undertake such maintenance, the Township may assess the Association its proportionate share for any expense in undertaking such maintenance. Nothing herein, however, shall obligate the Township to perform maintenance obligations on behalf of the Association and/or Declarant. Upon failure of the Association to reimburse the Township within forty-five (45) days of receipt of invoice from the Township, Township shall have the right to pursue all available legal remedies to recover all expenses incurred in the performance of said work for labor, equipment, supplies and reasonable administrative fees relating to such work. Upon failure of the Association to reimburse for the cost of such work, the Township may place a municipal lien against all Lots.

**Section 4.7 Binding Effect.** All easements and rights described and mentioned herein are easements appurtenant, running with the land, the Units, Common Facilities and Controlled Facilities and shall be in full force and effect for the life of this Declaration, as amended, and at all times shall inure to the benefit of and be binding upon the Declarant, its successors and assigns, the Association, the Executive Board and any Unit Owner, purchaser, Permitted Mortgagee, lessee or other person having an interest in the land or any Units, Common Facilities, Controlled Facilities or portions thereof.

## ARTICLE V MEMBERSHIP IN THE ASSOCIATION; VOTING RIGHTS

**Section 5.1 Membership.** Every Unit Owner of a Unit shall be a Member of the Association. Membership in the Association shall not be assignable, except by transfer of title and every membership in the Association shall be appurtenant to and may not be separated from the fee ownership of such Unit. Ownership of a Unit shall be the sole qualification for membership in the Association.

**Section 5.2 Transfer of Membership Interest.** Any transfer of membership interest shall be in writing and shall be delivered to the Executive Board before any Unit purchaser may vote. However, a Unit seller may remain liable for all charges and assessments attributable to such Unit until fee title to the Unit sold is transferred. In the event the Unit Owner of any Unit should fail or refuse to transfer the membership registered to the purchaser of such Unit upon transfer of fee title thereto, the Executive Board shall have the right to record the transfer upon the books of the Association. The Executive Board shall have the right to charge a reasonable Limited Common Assessment against any Unit Owner, and such Unit Owner's Unit, equal to the cost to the Association of effectuating any such transfer of membership upon the books of the Association.

**Section 5.3 Vote Distribution.** Members shall be entitled to one (1) vote for each Unit in which they hold the interest required for membership. When more than one person holds such interest or interests in any Unit, ("co-owner"), all such co-owners shall be Members and may attend any meetings of the Association, but only one such co-owner shall be entitled to exercise the vote to which the Unit is entitled.

## ARTICLE VI USE RESTRICTIONS

**Section 6.1 Use and Occupancy of Units and Common Facilities.** The occupancy and use of the Units and Common Facilities, shall be subject to the following restrictions:

**6.1.1 Single Family Residence.** Each Lot shall be used as a residence for a single family dwelling and for no other purpose unless otherwise permitted herein and permitted by the Township Zoning Ordinance. Otherwise, no part of the Property shall ever be used or caused to be used or allowed or authorized in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending or other such non-residential purposes; except Declarant, and its successors or assigns, may use any portion of the Property for a model home site, and display sales office during the construction and sales period in accordance with Section 6.1.6 of this Article VI. Notwithstanding any provision to the contrary in this Section 6.1.1, the conduct of a no-impact home-based business, home occupation or similar use as permitted by the Township Zoning Ordinance, as applicable, shall be permitted within any Unit.

**6.1.2 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 Facilities nor shall anything be done therein which may be or become an unreasonable annoyance or a nuisance to any other Unit Owner. No loud noises or noxious odors shall be permitted on the Property, and the Executive 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 exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes), noisy or smokey 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 Unit Owner in the Property, shall be located, used or placed on any portion of the Property, or exposed to the view of other Unit Owners without the prior written approval of the Executive Board.

**6.1.3 Signs.** Until such time as the Declarant has conveyed all Units to Unit Owners other than the Declarant and its successors and assigns, no sign, poster, display, billboard or other advertising device of any kind shall be displayed to the public view on any Unit except for one sign containing not more than one (1') square foot specifying the resident of the Unit and house number assigned by the United States Postal Service. Unit Owners shall also be permitted to place a sign in the front window of the Unit advertising the Unit for sale, such sign not to exceed six (6) square feet.

**6.1.4 Parking and Vehicular Restrictions.** Unit Owners shall park vehicles either in the garage or in the driveway located in the Unit. No Unit Owner shall park, store or keep within any Unit or Common Facilities within the Property any large commercial type vehicle (dump truck, cement-mixer truck, oil or gas truck, delivery truck or any other vehicular equipment, mobile or otherwise, deemed to be a nuisance by the Executive Board), or any recreational vehicle (truck, camper, folding trailer, travel trailer, teardrop trailer, hybrid trailer, fifth wheel trailer, boat, boat trailer, motor coach, motor home or any similar vehicle), upon any uncovered parking space, so as to be visible from anywhere in the Property. The above excludes trucks up to and including a one-ton manufacturer's specified payload when used for everyday-type transportation. No Unit Owner shall conduct major repairs or major restorations of any boat, trailer, or other vehicle upon any portion of any Unit unless said work is completely limited within the garage or a legal accessory structure and such work is conducted in a manner so as to not be visible from anywhere in the Property. No unregistered, inoperative or uninspected vehicles shall be stored at the Property unless they are stored inside of a garage.

**6.1.5 Declarant Exemption.** Declarant or its successors or assigns will undertake the work of constructing Units and developing all of the Lots and Common Facilities 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 said 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 Lots improved with completed 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 Unit 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 their contractors or subcontractors, from doing on any Lot or Common Facilities 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 Lot or Common Facilities, 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 Lots by sale, lease or otherwise;

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

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 Unit Owners and the Association from interfering with the construction activities of the Declarant shall survive turnover of control of the Association pursuant to Article XIV below.

**6.1.6 Sales Models.** Declarant, reserves the right pursuant to Section 5217 of the Act to maintain offices and models in the Common Facilities portion of the Community in connection with the management of, sale or rental of Units owned by the Declarant in the Community or other developments owned by the Declarant or an affiliated entity. Declarant may maintain such offices and models in Units which have been constructed but not sold by the Declarant or in trailers placed by Declarant on the Common Facilities. Declarant shall maintain no more than three (3) such offices or models which shall be either one or two-story Units as constructed by Declarant or one-story trailers.

**6.1.7 Insurance Rates.** Nothing shall be done or kept in the Property which will increase the rate of insurance on any property insured by the Association without the approval of the Executive Board, nor shall anything be done or kept in the Property which would result in the cancellation of insurance on any property insured by the Association or which would be in violation of any law.

**6.1.8 Drainage.** There shall be no interference by any Unit Owner with the established drainage pattern over any Common Facilities or Units within the Property. For the purposes hereof, "established" drainage is defined as the drainage which exists at the time the overall grading of any Lot is completed by Declarant in accordance with the Record Plan referred to above.

**6.1.9 Sale of Units.** There shall be no restriction on the sale, conveyance or other transfer of title to any Unit, but any sale, conveyance or other transfer shall be subject to the Act, this Declaration, the Bylaws, and the Rules and Regulations of the Association. Without limiting

the generality of the foregoing, the sale of a Unit shall not be subject to any right of first refusal in favor of the Association or any other Unit Owner. In order to maintain proper Association records, at least thirty days' prior to any transfer, a transferring Unit Owner shall notify the Executive Board in writing of the name and address of the proposed transferee and the projected date of settlement.

**6.1.10 Outdoor Activities.** No firewood shall be stored in the front yard of any Unit and no above-ground swimming pools or tree houses shall be placed in any Unit. Tents, temporary in nature, shall be permitted in rear and side yards only and for not more than fourteen (14) consecutive days. No garbage containers, trash cans or other refuse containers shall be kept in front of or beside any Unit for a period in excess of twenty-four (24) hours before or after the day or days of regularly scheduled pickup.

**6.1.11 Accessory Structures.** No structure of a temporary character, trailer, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently; provided, however, that a shed, with exterior materials and color identical to the dwelling on the Lot, shall be permitted subject to prior Executive Board review and Township permits. Any fence which is installed must comply with local ordinances and shall consist of vinyl (clay, almond or white in color) or metal (black or brown in color) and shall not exceed six feet (6') in height. No chain link or split rail fences shall be permitted. No poles, wires or appliances utilized for hanging clothes outside shall be permitted.

**6.1.12 Outside Installations.** Solar panels or similar installations may be made if specifically authorized in writing by the Architectural Committee prior to commencement of any installation. Any exterior lighting installed on a Unit shall be indirect or of such controlled focus and intensity as not to disturb the residents of adjoining Units; exterior lighting shall not be installed without prior approval of the Architectural Committee. No overhead wires (including telephone, electric and television cable wires) shall be erected or maintained on a Unit except by the Declarant during construction. No awnings or window guards shall be installed by any Unit Owner without the prior approval of the Architectural Committee. No radio station or shortwave operators of any kind shall operate from any Unit unless approved by the Executive Board. Signal receptors shall be subject to the following restrictions to the extent the applicability of such restrictions is permitted by the regulations promulgated by the Federal Communications Commission in accordance with the provisions of the Telecommunications Act of 1996, as amended:

1. Only one satellite dish shall be permitted per Unit, provided, however, that such satellite dish may not be placed in the front of any Unit and shall be subject to review and approval of location by the Architectural Committee.
2. No satellite dish may be greater than thirty-nine inches (39") in diameter.
3. No antenna shall be installed on the exterior of any Unit unless a Unit Owner can demonstrate that it cannot receive a reasonably acceptable signal with internal installation.
4. Any external installation shall be colored to match the surrounding or background structure. No exposed wiring shall be placed on the exterior of any Unit.

5. No structure may be installed by a Unit Owner in the Common Facilities.

The Association shall have the right to establish additional Rules and Regulations as to location and screening of any externally placed signal receptor.

**6.1.13 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. No Unit, except those owned by Declarant or Builder, may be leased 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 Bylaws and the Rules and Regulations of the Association, and that any failure by the Lessee to comply with the terms of such documents shall be an event of default under the Lease. The Association shall be a third party beneficiary of such covenants in any Lease and shall have the right to enforce them. A copy of any signed Lease shall be furnished to the Executive Board within ten (10) days after execution thereof. A Unit Owner shall not engage in the leasing of the Unit except after having the lessee execute a lease which contains the following provisions:

"Lessee hereby agrees to be bound by all terms and conditions contained in the Declaration of Rivercrest Planned Community, Bylaws 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 with the Unit Owner for all of the liabilities and for the performance of all of the obligations applicable to the Unit Owners under the Act, the Community documents or otherwise during the term of the Lease. Lessee further agrees that he shall not sublet or assign this Lease except with the approval and consent of the Lessor. Lessee agrees that in the event Lessor fails to pay any assessments, Lessee will be responsible for payment of assessments."

**6.1.14 Rules and Regulations.** Rules and Regulations not in conflict with the provisions of this Declaration, concerning the use and enjoyment of the Property may be promulgated from time to time by the Executive Board, subject to the right of the Association to change such Rules and Regulations. Copies of then-current Rules and Regulations and any amendments thereto shall be furnished to all Unit Owners by the Executive Board promptly after the adoption of such Rules and Regulations or any amendments thereof.

## **ARTICLE VII EXECUTIVE BOARD OF THE ASSOCIATION**

**Section 7.1 Powers of the Executive Board.** In addition to the powers set forth in the Act, the Executive Board shall have the following additional powers:

- (a) To appoint committees of the Executive Board (which need consist of only one (1) Board Member) and to delegate to such committees the Executive Board's authority to carry out certain duties of the Executive Board, subject to the approval and control of the Executive Board.



(b) To engage the services of any persons (including, but not limited to, accountants and attorneys) deemed necessary by the Executive Board at such compensation as is deemed reasonable by the Executive Board, in the operation, repair, maintenance and management of the Property, or in connection with any duty, responsibility or right of the Executive Board and to remove, at any time, any such personnel. The Executive Board may hire a professional community manager to assist the Executive Board in operating the Association and in maintaining the Common Facilities.

(c) To pay any amount necessary to discharge any mechanic's lien or other encumbrance levied against the Property or any part thereof which may in the opinion of the Executive Board constitute a lien against the Property or against the Common Facilities, rather than merely against the interest therein of particular Unit Owners. Where one or more Unit Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and any costs incurred by the Executive Board by reason of said lien or liens shall be specially assessed to said Unit Owners.

**Section 7.2 Abating and Enjoining Violations by Unit Owners.** Abating and Enjoining Violations by Unit Owners. The violation of any of the Executive Board Rules and Regulations adopted by the Executive Board, the breach of any provision contained herein or the breach of any provision of the Bylaws or the Act shall give the Executive Board the right, in addition to any other rights: (1) to enter the Unit in which, or as to which, such violation or breach exists and summarily to abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Executive Board shall not thereby be deemed guilty in any manner of trespass; or (2) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

## **ARTICLE VIII ASSESSMENTS**

**Section 8.1 Creation of the Lien and Personal Obligation of Assessments.** Declarant, for each Unit owned by it within the Property, hereby covenants, and each Unit Owner of any Unit by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association (1) annual Assessments for Common Expenses, (2) Special Assessments and (3) Limited Common Assessments; such assessments to be established and collected as hereinafter provided. Each such assessment, together with interest, costs and reasonable attorney's fees, shall be the personal obligation of the person who was the Unit Owner of such Unit at the time when the assessment fell due. Subject to provisions of this Declaration protecting first Mortgagees, the personal obligation for delinquent assessments shall pass to the successors-in-title of such Unit Owner. The Executive Board shall establish one (1) or more separate accounts into which shall be deposited all assessments paid to the Association, and from which disbursements shall be made, as provided herein, in the performance of functions by the Association under the provisions of this Declaration.

**Section 8.2 Purpose of Assessments.** The Assessments levied by the Association shall be used exclusively to promote the common health, safety, benefit, and welfare of the Unit Owners and for the improvement and maintenance of the Common Facilities and improvements on the

Common Facilities, including but not limited to the open space and the Stormwater Management System, as well as the Controlled Facilities.

**Section 8.3 Damage to Common Facilities by Unit Owners.** Any maintenance, repairs or replacements within the Common Facilities and/or Controlled Facilities arising out of or caused by the willful or negligent act or omission of the Unit Owner, and such Unit Owner's family, guests or invitees shall be done at said Unit Owner's expense or a Limited Common Assessment therefor shall be made against such Unit Owner's Lot; provided, however, that the liability of an individual Unit Owner for such damage to the Common Facilities and/or Controlled Facilities shall not be absolute, but shall only be that for which the Unit Owner is legally responsible under the laws of the Commonwealth of Pennsylvania.

**Section 8.4 Basis of Assessment.** The Executive Board shall periodically (and in no event less than annually), determine the estimated Common Expenses for the ensuing period (of not more than one year) including any reserves it deems advisable, and the Common Expenses incurred and the assessments and other receipts, if any, received during the prior period. Promptly following each determination of the Common Expenses theretofore incurred (and not theretofore assessed) and of budgeted estimated future Common Expenses, the Executive Board shall assess and collect from each Unit Owner (including Declarant with respect to any Unit owned by Declarant on the assessment date for which a certificate of occupancy has been issued by Township) and each such Unit Owner agrees to pay the Association a share of such incurred and estimated Common Expenses as set forth in Section 8.10 of this Article VIII.

**Section 8.5 Periodic Payments.** All Assessments made in order to meet the requirements of the Association's annual budget shall be payable in periodic installments as determined by the Executive Board. All Assessments made in order to meet the requirements of the Association's annual budget shall commence and be due and payable as of the date of settlement by the Unit Owner on the Unit, with the Assessment for the current periodic installment being prorated as of the date of settlement. The pro rata portion of the Assessment due for the current periodic installment may be collected by the Association at settlement and the Association may also collect in advance of the next periodic installment due following settlement.

**Section 8.6 Surplus.** The budget of the Association shall segregate capital expenses from Common Expenses. Any amounts accumulated from Assessments for Common Expenses and income from the operation of the Common Facilities to which such Common Expenses pertain in excess of the amount required for actual Common Expenses may be reserved for future capital expenses at the discretion of the Executive Board. Any amounts accumulated in excess of the amounts required for actual Common Expenses and reserves for future capital expenses may, at the discretion of the Executive Board, be credited to each Unit Owner in accordance with its proportionate Common Expense liability, said credits to be applied to the next monthly assessment of general common expenses due from Unit Owners under the current fiscal year's budget and thereafter until exhausted. The Executive Board shall determine the application of such excess funds.

**Section 8.7 Capital Expense.** The Association shall establish an adequate capital expense fund for major repair and replacement of those Common Facilities which are anticipated to

require replacement, repair or major repair on a periodic basis. The capital expense fund shall be funded by quarterly payments as a part of the Common Expenses or as determined by the Executive Board.

**Section 8.8 Special Assessments.** If the annual budget proves inadequate for any reason, including nonpayment of any Unit Owner's assessments, or any non-recurring Common Expense or any Common Expense not set forth in the annual budget as adopted, the Executive Board may at any time levy a further assessment, which shall be assessed to the Unit Owners equally. Such further assessment shall be payable in such monthly installments as the Executive Board may determine. The Executive Board shall serve notice of further assessment on all Unit Owners by a statement in writing giving the amount and reasons therefor, and such further assessment shall become effective and shall be payable at such time or times as determined by the Executive Board.

**Section 8.9 Failure to Fix New Assessments.** If the Executive Board shall fail to fix new assessments for Common Expenses for the subsequent fiscal year before the expiration of any fiscal year, the Unit Owners shall continue to pay the same sums they were paying for such assessments during the fiscal year just ended and such sum shall be deemed to be the new assessments for the succeeding fiscal year. If the Executive Board shall change the assessment at a later date, such new assessment shall be treated as if it were a Special Assessment under Section 8.8 hereof.

**Section 8.10 Rate of Assessment.** Assessments provided for shall be assessed against Units equally and the share of each Unit shall be determined by taking the total amount of the Common Expenses and multiplying by a fraction the numerator of which is the number one and the denominator of which is the total number of Units subject to this Declaration. Until such time as the denominator is 90% of the Units projected for the Property, it shall be assumed that the denominator is 90% of the Units projected for the Property.

**Section 8.11 Nonpayment of Assessments.** Any installment of an Assessment, a Special Assessment or Limited Common Assessment not paid when due shall bear interest from the due date of such installment at the rate of fifteen percent (15%) per annum. If a Unit Owner is in default of a payment of any Assessment, Special Assessment or Limited Common Assessment for thirty (30) days, the Executive Board may, in addition to all other remedies in the Act or Declaration, accelerate all other payments of Assessments, Special Assessments or Limited Common Assessment due for the following twelve (12) months. The Executive Board may establish late charges for payments which are not received promptly from Unit Owners.

**Section 8.12 No Waiver of Assessments.** No Unit Owner may be exempt from personal liability for assessments duly levied by the Association, nor release the Unit from the liens and charges hereof, by waiver of use and enjoyment of the Common Facilities or by abandonment of the Unit.

**Section 8.13 Liability of Purchaser of Unit for Unpaid Assessments.** Subject to the provisions of Section 5407 of the Act, upon the voluntary sale, conveyance or any other voluntary transfer of a Unit or any interest therein, the grantee thereof shall be jointly and

severally liable with the grantor thereof for all unpaid Assessments for Common Expenses which are a charge against the Unit as of the date of consummation of the sale, conveyance or transfer, but such joint and several liability shall be without prejudice to such grantee's right to recover from such grantor the amount of any such unpaid Assessments which such grantee may have paid, and until any such Assessments are paid, they shall continue to be a lien against the Unit which may be enforced in the manner set forth in Section 5315 of the Act. Any unpaid Assessments which cannot be promptly collected from a former Unit Owner may be reassessed by the Executive Board as a Common Expense to be collected from all of the Unit Owners including, by way of illustration and not limitation, a purchaser who acquired title at a sheriff sale, and such purchaser, successors and assigns to the extent Assessments are given priority in accordance with the Act; otherwise, no Permitted Mortgagee or purchaser through a Permitted Mortgagee shall be liable for the collection of unpaid Assessments.

**Section 8.14 Fees and Expenses.** All expenses of the Executive Board in connection with any actions or proceedings, including court costs and attorney's fees and other fees and expenses and all damages, liquidated or otherwise, asserted by the Association in collecting Assessments, Special Assessments or Limited Common Assessments shall be added to and deemed a Limited Common Assessment and the Association shall have a lien for all of the same, upon the defaulting Unit. Any and all rights and remedies shall be exercise any time and from time to time, cumulatively or otherwise.

**Section 8.15 Utility Charges.** All utilities provided to the Units shall be separately metered and will be billed directly to Unit Owners and will be each Unit Owner's sole obligation to pay. Unit Owners shall be responsible for service charges covering any costs of billing incurred by the Association.

**Section 8.16 Initiation Fee and Capital Contribution.** Every Unit Owner shall, at the time of such Unit Owner's purchase of the Unit from the Declarant, shall pay to the Association the sum of One Hundred Dollars (\$100) as an initiation fee. Upon any resale of the Unit and purchase by a subsequent Unit Owner, the purchasing Unit Owner shall pay the Association a capital improvement fee as then established by the Association. Such fee shall not exceed the annual Assessment for Common Expense charged to such Unit during the most recently completed fiscal year of the Association

## **ARTICLE IX MAINTENANCE AND REPAIR OBLIGATIONS**

**Section 9.1 Maintenance Obligations of Unit Owners.** It shall be the duty of each Unit Owner, at such Unit Owner's sole cost and expense to maintain and repair the Unit in a neat, safe, sanitary and attractive condition, in good order and repair, and in accordance with all applicable restrictions, conditions, ordinances, codes and any rules and regulations which may be applicable under this Declaration or under law. Subject to the architectural control provisions stated in Article XIII below, each Unit Owner shall also be responsible for maintaining the entire exterior of the Unit, including but not limited to, stone, stucco, siding, soffits, trim, fascia, shutters, paint, windows, decks, gutters and downspouts, roofs, patios, driveways and service walks. Each Unit Owner shall be responsible for mowing lawns, turf application, pruning and replacement of plant material as well as properly watering the lawn area; this requirement shall

be particularly applicable after the initial planting/sodding of lawns and landscaping and in periods of insufficient rainfall. Each Unit Owner shall be responsible for maintenance of, including snow removal from, driveways and walkways within Units as well as the portion of the common sidewalk located immediately adjacent to the Unit.

**Section 9.2 Maintenance Obligations of Association.** The Association shall maintain or provide for the maintenance of the Common Facilities and Controlled Facilities in good order and repair. The Association will be responsible for mowing lawns, turf application, annual edging and mulching, pruning and replacement of plant material in the Common Facilities. The Association will be responsible for maintaining the portions of the Stormwater Management System located within the Open Space Area A and Open Space Area B as a Common Facility and shall be further responsible for maintaining swales or other components of the Stormwater Management System, located within each Unit. The maintenance responsibilities of the Association shall be performed at such times and in such manner as the Executive Board may, in its sole discretion, determine.

A. The maintenance of the Stormwater Management System shall be in accordance with the notes provided on the Post-Construction Stormwater Management Plan, Such inspection and maintenance responsibilities to include the following:

(1) Ownership Operations and Maintenance Procedures for PCSM BMPs: The following long-term operation and maintenance schedule shall be implemented by the Association, which provides for the inspection of the PCSM BMPs located on the Property described in the instrument for the Declaration of Restriction and Covenants, including the repair, replacement, or other routine maintenance of the PCSM BMPs to ensure property function and operation. Inspections shall be conducted in accordance with the specified inspection frequencies for each PCSM BMP. Site inspections should be conducted by qualified personnel, trained and experienced in erosion and sediment control and post-construction stormwater management, to ascertain that PCSM BMPs are properly maintained to effectively minimize pollution to the waters of this Commonwealth. A written report of each inspection shall be kept and include at a minimum: (1) A summary of site conditions, PCSM BMPs, repair, maintenance and compliance actions; and (2) The date, time, name and signature of the person conducting the inspection.

(2) Vegetated Swales: Inspection and maintenance procedures:

- a. Maintenance activities to be performed annually and within 48 hours after every major storm event (>1 inch rainfall):
  - i. Inspect and correct erosion problems, damage to vegetation, and sediment and debris accumulation (address when >3 inches at any spot or covering vegetation).
  - ii. Inspect vegetation on side slopes for erosion and formation of rills or gullies, correct as needed.
  - iii. Inspect for pools of standing water; dewater and discharge to an approved location and restore to design grade.

- iv. Mow and trim vegetation to ensure safety, aesthetics, proper swale operation, or to suppress weeds and invasive vegetation. Dispose of cuttings in a local composting facility; mow only when swale is dry to avoid rutting.
  - v. Inspect for litter; remove prior to mowing.
  - vi. Inspect for uniformity in cross-section and longitudinal slope, correct as needed.
  - vii. Inspect swale inlet (cur cuts, pipes, etc.) and outlet for signs of erosion or blockage, correct as needed.
  - b. Maintenance Activities to be done as needed:
    - i. Plant alternative grass species in the event of unsuccessful establishment.
    - ii. Reseed bare areas; install appropriate erosion control measures when native soil is exposed or erosion channels are forming.
    - iii. Rototill and replant swale if draw down time is more than 48 hours.
    - iv. Water during dry periods, fertilize and apply pesticide only when absolutely necessary.
  - c. Winter conditions also necessitate additional maintenance concerns, which include the following:
    - i. Inspect swale immediately after the spring melt. Remove residuals (e.g. sand) and replace damaged vegetation without disturbing remaining vegetation.
    - ii. If roadside or parking lot runoff is directed to the swale, mulching and/or soil aeration/manipulation may be required in the spring to restore soil structure and moisture capacity and to reduce the impacts of deicing agents.
- (3) Detention/Infiltration Basin 1A, 1B and 2
- a. Maintenance and inspection procedures:
    - i. All basin structures and catch basins and inlets located upgradient of the infiltration basin shall be inspected for clogging and excessive debris and sediment accumulation at least four (4) times per year, as well as after every storm greater than one (1) inch.
      - 1. Storm structures include basin bottoms, storm inlets, outlet structures, trash racks, rip rap aprons and level spreaders, where applicable.
      - 2. The outlet structure and its appurtenances shall be inspected for deterioration, cracks or other breaches that allow for the release of stormwater other than through approved orifices or openings. Deteriorated appurtenances shall be replaced in kind. Where cracks or breaches in the outlet structure(s) are observed, remediation measures shall be taken to provide a watertight seal.

- ii. Also inspect for accumulation of sediment, signs of water contamination/spills, and slope stability in the berm. Remove accumulated sediment from basin as required. Properly dispose of sediment in accordance with the recycling or disposal of waste materials association with PCSM BMPs. Restore original cross section and infiltration rate. Disturbed areas shall be immediately permanently stabilized.
- iii. Mowing and/or trimming of vegetation shall be performed as necessary to sustain the system but all detritus shall be removed from the basin. Mow only when dry to avoid rutting.
  - 1. Vegetated areas within and tributary to the basin shall be inspected annually for erosion.
  - 2. Vegetated areas within the basin shall be inspected annually for unwanted growth or exotic/invasive species.
  - 3. Vegetative cover within the basin shall be maintained at a minimum of 95 percent. If vegetative cover has been reduced by 10%, vegetation shall be re-established.
  - 4. In cases where mulch is used on the basin bottom to provide immediate, permanent stabilization, the maintenance of mulch shall be as follows:
    - a. Remove trash and debris as necessary.
    - b. Scrape silt with rakes or remove sediment buildup and dispose of in accordance with the recycling or disposal of waste materials associated with PCSM BMPs.
    - c. If scraping/removal has reduced depth of mulch, replace mulch to maintain placement depth.
    - d. Mulch should be re-spread when erosion is evidence and be replenished as needed. Once every two to three years the entire area may require replacement if performance has diminished.
  - 5. Vehicles should not be parked or driven on an infiltration basin, and care should be taken to avoid excessive compaction by mowers.
  - 6. Inspect the basin after every storm greater than one inch to ensure that runoff drains down within 72 hours. If Basin 1A and/or Basin 2 do not drain down within 72 hours, remediation measures shall be taken such as the placement of mulch, if applicable, deep ripping of the soil subgrade and/or amendment of the soil subgrade with 2" min. depth sand.
- iv. Rip Rap Aprons
  - 1. All aprons shall be inspected for clogging, excessive debris and sediment accumulation at least four times

- per year, as well as after every storm greater than one inch. Properly dispose of sediment in accordance with the recycling or disposal of waste materials associated with PCSM BMPs.
2. Displace rip rap within the apron shall be replaced immediately.
- v. Recycling or Disposal of Waste Materials associated with PCSM BMPs.
1. Sediment, debris/trash, and any other waste material removed from PCSM BMPs shall be properly managed per Note 2 and recycled or disposed of to reduce potential for pollution to surface and ground waters as per 25 Pa. Code 192.8(f)(11).
  2. All waste materials shall be removed from the site and recycled or disposed of in accordance with the department's solid waste management regulations at 25 Pa. Code 260.1 et seq., 271.1 and 287.1 et seq. No waste materials shall be burned, buried, dumped or discharged at the site.
  3. Under no circumstances may PCSM BMPs be used for temporary storage of waste materials.
  4. Wherever possible, recycling of excess materials is preferred, rather than disposal.
  5. Applicable federal, state and local laws and regulations must be following in the use, handling and disposal of potentially hazardous materials.

B. Declarant has entered into an Operations and Maintenance Agreement for Stormwater Facilities with the Township specifying the obligation of the Declarant, and by assignment the Association, to maintain the Stormwater Management System and Best Management Practices, including the obligation to regularly inspect all such facilities. Such agreement also reserves for the Township the right to enter upon the Property for the purpose of maintenance of the Stormwater Management System and Best Management Practices if such facilities are not maintained in a manner acceptable to the Township. In such event, the Association shall be obligated to reimburse the Township for the cost incurred by the Township. A true and correct copy of the Operations and Maintenance Agreement for Stormwater Facilities is attached hereto as Exhibit "F" and made a part hereof.

C. The Association, through its Board and duly authorized officers, shall execute any documents required by the Township, the Pennsylvania Department of Environmental Protection or any other applicable governmental agency to facilitate transferring from the Declarant to the Association ownership of BMPs and the Stormwater Management System, stormwater discharge permits and the obligation for maintenance of BMPs and the Stormwater Management System as stated herein. The Association shall be responsible for long-term operation and maintenance of PCSM BMPs and through its Board and duly authorized officers, shall execute any documents required by the Township, the Pennsylvania Department of



Environmental Protection or any other applicable governmental agency to facilitate transferring from the Declarant to the Association ownership of BMPs and the Stormwater Management System, stormwater discharge permits and the obligation for maintenance of BMPs and the Stormwater Management System.

**Section 9.3 Damage and Destruction Affecting Units - Duty to Rebuild.** 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 Unit Owner to rebuild, repair or reconstruct said residence in a manner which will restore it substantially to its appearance and condition immediately prior to the casualty. If the Unit Owner should fail to rebuild, repair or reconstruct, the Association may undertake such repair or reconstruction and may levy a Limited Common Assessment against the Unit Owner.

## **ARTICLE X INSURANCE**

**Section 10.1 Casualty Insurance.** Commencing not later than the time of the first conveyance of a Unit to a person other than the Declarant, the Association shall maintain, to the extent reasonably available, property insurance on the Common Facilities and Controlled Facilities to the extent reasonably commercially available insuring against fire and extended coverage perils and all other perils customarily covered by standard extended coverage endorsements in such amount as the Association may determine, but in no event less than One Hundred (100%) percent of the current replacement cost of the insured property, exclusive of land, foundations and other items normally excluded from property policies. The Association may also insure against any other property, whether real or personal, owned by the Association, against the loss or damage by fire and such other hazards as the Association may deem desirable, with the Association as the owner and beneficiary of such insurance. The insurance coverage with respect to the Common Facilities and Controlled Facilities shall be written in the name of, and the proceeds thereof shall be payable to, the Association. The insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried. Premiums for all insurance carried by the Association are Common Expenses included in the annual assessment made by the Association. In the event of damage to or destruction of any part of the Common Facilities and/or Controlled Facilities, the Association shall repair or replace the same from the insurance proceeds available. The Executive Board may determine the appropriate deductible applicable to such policy. If such insurance proceeds are insufficient to cover the costs of repair or replacement of the property damaged or destroyed, the Association may levy a Special Assessment against all Unit Owners to cover the additional costs of repair or replacement not covered by the insurance proceeds.

**Section 10.2 Liability Insurance to be Carried by Association.** Commencing not later than the time of the first conveyance of a Unit to a person other than the Declarant, the Association shall maintain, to the extent determined by the Association, but in no event less than \$1,000,000 per occurrence, comprehensive general liability insurance coverage on all Common Facilities of the Property covering all occurrences commonly insured against for death, bodily injury and property damage arising out of or in connection with the use, ownership or maintenance of the Common Facilities. Liability insurance shall include medical payments insurance.

**Section 10.3 Additional Endorsements.** All policies obtained pursuant to the provisions of this subsection shall: (i) provide that the Association or its authorized representative shall be the sole adjuster of any losses; (ii) contain waivers of all rights of subrogation; (iii) provide that the coverage afforded to any insureds shall not be affected by the acts or omissions of any one or more other insureds; and (iv) provide that such policy shall not be cancelled or modified without thirty (30) days' prior written notice to all whose interests are covered thereby. Each policy shall designate that insurance proceeds for the loss shall be payable to the Association and not to any mortgagee, and shall otherwise comply with the provisions of Section 5312 of the Act.

**Section 10.4 Other Insurance.** The Association shall maintain workers' compensation insurance and employer's liability as required by law for any employees of the Association. The Association shall maintain directors and officers liability insurance, to the extent reasonably available.

**Section 10.5 Fidelity Insurance.** Unless the funds of the Association are handled by a professional manager, the Association shall maintain blanket fidelity insurance for anyone who either handles or is responsible for funds held by or administered by the Unit Owners Association, whether or not said individual has received compensation for their services. The Association insurance shall name the Association as the obligee and the premium shall be paid as a common expense by the Association. Any management agent that handles funds for the Association shall be covered by its own fidelity insurance which shall provide the same coverages as required of the Association. The fidelity insurance obtained shall cover the maximum funds that will be in custody of the Association or its management agent at any time while the insurance is enforced. In addition, the fidelity insurance coverage shall at least equal the sum of three (3) months assessment on all Units in the Community, plus the Associations reserved fund. Said fidelity insurance shall include a provision requiring thirty (30) days written notice to the Association or to each holder of a mortgage on an individual Unit in the Community before the insurance can be canceled or substantially modified for any reason.

**Section 10.6 Waiver and Release.** Subject to the provisions of this Article X, each Unit Owner and the Executive Board hereby waives and releases any and all claims which he or it may have against any other Unit Owner, the Association, the Executive Board and members thereof, the Declarant and its respective employees and agents, for damage to the Common Facilities, the Units or to any personal property located in the Units or Common Facilities, caused by fire or other casualty or any act or omission of any such party to the extent that such damage is covered by fire or other form of hazard insurance. Such release or waiver shall be valid only if such release or waiver does not affect the right of the insured under the applicable insurance policy to recover thereunder. In no event shall insurance obtained and maintained by the Association and by individual Unit Owners be the subject of any action for contribution.

**Section 10.7 Extended Insurance.** The Association may, but is not obligated, to maintain property insurance on a so-called "all risk" basis covering all real property of the Unit Owners, including the Common Facilities. The coverage of such insurance shall be at the discretion of the Executive Board and the premium for such insurance shall be assessed as a Common Expense. The proceeds of such insurance shall be payable to the Association to restore any damage to any Unit or Common Facilities, with any excess being retained by the Association.

**Section 10.8 Insurance Maintained by Unit Owners.** Unless the Association undertakes to maintain all risk insurance pursuant to Section 10.7 above, each Unit Owner will be responsible for the purchase and payment of insurance to protect on a so-called "all risk" basis of the Unit, any improvement made to the Unit, personal property, and all personal liability not provided for above. Unit Owners may also obtain insurance coverage for the deductible carried by the Association.

No Unit 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 Unit Owner so doing or permitting any such act shall be liable to the Association for any such increase which shall be assessable as a Common Expense exclusively against such Unit Owner pursuant to the assessment provisions of this Declaration.

## **ARTICLE XI MORTGAGE PROTECTION CLAUSE**

Notwithstanding any and all provisions hereof to the contrary, in order to induce the Federal Home Loan Mortgage corporation ("FHLMC"), the Government National Mortgage Association ("GNMA") and the Federal National Mortgage Association ("FNMA") the Federal Housing Authority ("FHA"), the Veterans Administration ("VA") and other governmental and quasi-governmental agencies to participate in the financing of the sale of Units within the Property, the following provisions are added hereto and to the extent these added provisions conflict with any other provisions of the Declaration, these added provisions shall control:

A. Each first Permitted Mortgagee of a Mortgage encumbering any Unit, at its written request, is entitled to written notification from the Association of any default by the Mortgagor of such Unit in the performance of such Mortgagor's obligations under this Declaration, the Articles of Incorporation of the Association or the Bylaws of the Association, which default is not cured within thirty (30) days after the Association learns of such default.

B. Each first Permitted Mortgagee of a Mortgage encumbering any Unit which obtains title to such Unit pursuant to the remedies provided in such Mortgage or by foreclosure of such Mortgage, or by deed in lieu of foreclosure, shall take title to such Unit free and clear of any claims of unpaid Assessments or charges against such Unit which accrued prior to the acquisition of title to such Unit by the Permitted Mortgagee, subject to the provisions of Section 5315 of the Act.

C. Unless at least sixty-seven percent (67%) of Unit Owners (other than Declarant) have given their prior written approval, neither the Association nor the Unit Owners shall:

(1) by act or omission seek to abandon, partition, alienate, subdivide, release, hypothecate, encumber, sell or transfer the Common Facilities and the improvements thereon which are owned by the Association (the granting of easements for public utilities or for other public purposes consistent with the intended use of such property by the Association or the transfer of the Common Facilities to an unincorporated association of the Unit Owners in

accordance with the Articles of Incorporation of the Association shall not be deemed a transfer within the meaning of this clause.)

(2) change the method of determining the obligations, Assessments, dues or other charges which may be levied against a Unit Owner;

(3) by act or omission change, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to architectural design of the exterior appearance of the Units, or the upkeep of lawns and plantings in the Property; or

(4) amend this Declaration or the Articles of Incorporation or Bylaws of the Association in such a manner that the rights of any first Permitted Mortgagee will be affected. The addition of Units and Common Facilities to the Community within the Additional Real Estate shall not be considered a material amendment or an amendment which affects the rights of any first Permitted Mortgagee.

D. First Permitted Mortgagees shall have the right to examine the books and records of the Association during normal business hours.

E. First Permitted Mortgagees may, jointly or singly pay taxes or other charges which are in default and which may or have become a charge against any Common Facilities and may pay any overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for such property, and first Permitted Mortgagees making such payments shall be owed immediate reimbursement therefore from the Association. In addition to the foregoing, the Executive Board may enter into such contracts or agreements on behalf of the Association as are required in order to satisfy the guidelines of the VA, the FHA, the FHLMC, the FNMA or the GNMA or any similar governmental or quasi-governmental entity, so as to allow for the purchase, insurance or guaranty, as the case may be, by such entities of Permitted Mortgages. Each Unit Owner hereby agrees that it will benefit the Association and the membership of the Association, as a class of potential Mortgage borrowers and potential seller of their Units if such agencies approve the Property as a qualifying subdivision under their respective policies, rules and regulations, as adopted from time to time.

F. Upon the specific request of a Permitted Mortgagee or its servicer to the Executive Board, the Permitted Mortgagee shall be entitled to receive some or all of the following as designated in the request:

(1) Copies of budgets, notices of Assessment, or any other notices or statements provided under this Declaration by the Executive Board to the Owner of the Unit covered by the mortgage;

(2) Notice of the decision of the Unit Owners to make any material amendment to this Declaration;

(3) Notice of the commencement of any condemnation or eminent domain proceedings with respect to any part of the Property; and

(4) Notice of any default by the Owner of the Unit which is subject to the mortgage, where such default is not cured by the Unit Owner within thirty (30) days after the giving of notice by the Association to the Unit Owner of the existence of the default.

(5) Notice of any lapse, cancellation or material modification of any insurance policy maintained by the Association.

The request of a mortgagee or its servicer shall specify which of the above items it desires to receive and shall indicate the address to which any notices or documents shall be sent by the Executive Board. The Executive Board need not inquire into the validity of any request made by a mortgagee hereunder, but may request reimbursement for reasonable expenses in producing any documents requested.

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

## **ARTICLE XII      LIMITATION OF LIABILITY**

**Section 12.1 Limited Liability of the Executive Board and Committee Members.** The Executive Board, and any committee appointed by the Executive Board, and their respective members in their capacity as members, officers and employees:

A. Shall not be liable for the failure of any service to be obtained by the Executive Board or any committee and paid for by the Association, or for injury or damage to persons or property caused by the elements or by another Unit Owner or person on the Property, or resulting from electricity, gas, water, rain, dust or sand which may leak or flow from the outside or from any part of the building of which the Unit is a part, or from any of its pipes, drain conduits, appliances, or equipment, or from any other place unless in each such instance such injury or damage has been caused by the willful misconduct or gross negligence of the Association, the Executive Board or any committee;

B. Shall not be liable to the Unit Owners as a result of the performance of any Executive Board or committee member's duties for any mistake of judgment, negligence or otherwise, except for the Executive Board or committee member's own willful misconduct or gross negligence;

C. Shall have no personal liability in contract to a Unit Owner or any other person or entity under any agreement, check, contract, deed, lease, mortgage, instrument or transaction entered into by them on behalf of the Executive Board or the Association in the performance of the Executive Board or committee member's duties;

D. Shall not be liable to a Unit Owner, or such Unit Owner's tenants, employees, agents, customers or guests, for loss or damage caused by theft of or damage to personal property left by such Unit Owner or such Unit Owner's tenants, employees, agents, customers or guests in

a Unit, or in or on the Common Facilities or Limited Common Facilities, except for the Executive Board or committee member's own willful misconduct or gross negligence.

E. Shall have no personal liability in tort to a Unit Owner or any other person or entity, direct or imputed, by virtue of acts performed by or for them, except for the Executive Board or committee member's own willful misconduct or gross negligence in the performance of their duties; and

F. Shall have no personal liability arising out of the use, misuse or condition of the building, or which might in any other way be assessed against or imputed to the Executive Board or committee members as a result of or by virtue of their performance of their duties, except for the Executive Board or committee member's own willful misconduct or gross negligence.

**Section 12.2 Indemnification.** Each member of the Executive Board, and any member of a committee appointed by the Executive Board, in the capacity as an Executive Board or committee member, officer or both, shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred in connection with any proceeding in which such member may become involved by reason of being or having been a member and/or officer of the Executive Board or any committee appointed by the Executive Board, or any settlement of any such proceeding, whether or not an Executive Board or committee member, officer or both at the time such expenses are incurred, except in such cases wherein such Executive Board or committee member and/or officer is adjudged guilty of willful misconduct or gross negligence in the performance of such member's duties; provided that, in the event of a settlement, this indemnification shall apply only if and when the Executive Board (with the affected member abstaining if then an Executive Board Member) approves such settlement and reimbursement as being in the best interests of the Association; and provided further that, indemnification hereunder with respect to any criminal action or proceeding is permitted only if such Executive Board or committee member and/or officer had no reasonable cause to believe such member's conduct was unlawful. The indemnification by the Unit Owners set forth in this Section 12.2 shall be paid by the Association on behalf of the Unit Owners and shall constitute a Common Expense and shall be assessed and collectible as such. Such right of indemnification shall not be deemed exclusive of any other rights to which such Executive Board or committee member and/or officer may be entitled as a matter of law or agreement or by vote of the Unit Owners or otherwise.

**Section 12.3 Defense of Claims.** Complaints brought against the Association, the Executive Board, any committees appointed by the Executive, or the officers, employees or agents thereof in their respective capacities as such, or the Community as a whole, shall be directed to the Executive Board of the Association, which shall promptly give written notice thereof to the Unit Owners and the holders of any mortgages on Units and such complaints shall be defended by the Association. The Unit Owners and the holders of mortgages on Units shall have no right to participate in such defense other than through the Association.

**Section 12.4 Insurance.** The Executive Board shall obtain insurance to satisfy the indemnification obligation of the Association and all Unit Owners set forth in Section 12.2 above, if and to the extent available.

## ARTICLE XIII ARCHITECTURAL CONTROL

**Section 13.1 Building Restrictions.** No building shall be erected, altered, placed or permitted to remain on any Lot other than a single-family or semi-detached dwelling not to exceed two and one-half stories in height together with a private garage or carport as well as a storage building provided that storage building is accessory to the single-family dwelling. The total living area of the main structure, exclusive of one-story open porches, garages and basements shall be not less than 1,900 square feet for a one-story dwelling or semi-detached dwelling nor less than 2,400 square feet for a two-story dwelling.

**Section 13.2 Review of Proposed Construction.** Subject to the exemption of the Declarant pursuant to Section 6.1.5 of this Declaration and subject to all applicable municipal zoning ordinances, no change or alteration to the color or materials applied to the exterior of any Unit shall be made until the specifications for color and materials shall have been approved by the Executive Board. The Unit Owner shall obtain approval by the Executive Board prior to filing an application with the Township for a building permit. The Executive Board shall approve proposals or plans and specifications submitted for its approval only if it deems that the construction, alterations or additions contemplated thereby in the location indicated will not exceed the impervious coverage limitations on the Lot or the Property as a whole. The Executive Board may condition its approval of proposals or plans and specifications on such changes therein as it deems appropriate, upon the agreement by the Unit Owner submitting the same to grant appropriate easements to the Association or to assume any additional cost of maintenance and may require submission of additional plans and specifications or other information prior to approving or disapproving material submitted. The Executive Board may also issue rules or guidelines setting forth procedures for the submission of plans for approval, requiring a fee payable to the Association to accompany each application for approval, or additional factors which it will take into consideration in reviewing submissions. The Executive Board may require such detail in plans and specifications submitted for its review as it deems proper, including, without limitation, floor plans, site plans, drainage plans, elevation drawings and description or samples of exterior material. Until receipt by the Executive Board of any required plans and specifications, the Executive Board may postpone review of any plans submitted for approval. Thereafter, the Executive Board shall communicate its response to the submitting Unit Owner within sixty (60) days after such receipt. Lack of a timely response shall be deemed an approval of the request as made.

**Section 13.3 No Waiver of Future Approvals.** The approval of the Executive Board to any proposals or plans and specifications or drawings for any work done or proposed or in connection with any other matter requiring the approval and consent of the Executive Board, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matter whatever subsequently or additionally submitted for approval or consent.

**Section 13.4 Non-Liability of Committee Members.** Neither the Committee nor any member thereof, shall be liable to the Association, or to any Unit Owner for any loss, damage or injury arising out of or in any way connected with the performance of the Executive Board's duties

hereunder, unless due to the willful misconduct or bad faith of the Committee or any such member or representative.

**Section 13.5 Variance.** The Executive Board may authorize variances from compliance with any of the architectural provisions of this Article XIII when circumstances such as hardship, aesthetic or environmental consideration may require. Such variances must be evidenced in writing, must be signed by at least a simple majority of the members of the Executive Board, and shall become effective upon recordation in the Office of the Recorder of Deeds of Berks County. If such variances are granted, no violation of the covenants, conditions and restrictions contained in this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular property and particular provision hereof covered by the variance, nor shall it affect in any way the Unit Owner's obligation to comply with all governmental laws and regulations affecting the use of the Unit, including but not limited to zoning ordinances or other requirements imposed by any governmental or municipal authority.

**Section 13.6 Reasonable Accommodations; Governmental Requirements.** Whenever the Executive Board determines that pursuant to applicable law any structure is required as a reasonable accommodation under applicable law (or whenever a final determination of any governmental authority having jurisdiction to such effect shall have been made and shall not be subject to appeal or further appeal (a "final governmental determination")), the Executive Board shall approve the construction thereof subject to such reasonable rules and regulations as the Executive Board shall impose, which may include, without limitation, (i) a requirement that the person seeking such accommodation furnish to the Executive Board reasonable evidence to substantiate the basis for the reasonable accommodation requested (except in instances in which the need for such reasonable accommodation has been determined by a final governmental determination); (ii) a requirement that such reasonable accommodation shall remain in effect only so long as the individual whose condition gave rise to the reasonable accommodation remains a resident of the property in question and continues to experience the condition which gave rise to the reasonable accommodation, and that thereafter all improvements constructed pursuant to the reasonable accommodation be removed by and at the expense of the Unit Owner of the Lot upon which or at whose request such improvements were constructed; (iii) a requirement that the Unit Owner of the Lot in question furnish annually to the Executive Board reasonable evidence as to the matters set forth in (ii) above; and (iv) all reasonable accommodations shall be subject to all of the requirements of this Declaration, the Rules and Regulations or requirements of the Executive Board, to the end and effect that the Executive Board shall have the fullest authority permitted by law to approve plans and specifications, design, materials and appearance of the improvement in question.

#### **ARTICLE XIV        UNITS SUBJECT TO COMMUNITY DOCUMENTS; EMINENT DOMAIN**

**Section 14.1 Applicability of Community Documents.** Each present and future owner, occupant and Permitted Mortgagee of a Unit, shall be subject to and shall comply with the provisions of the Act, this Declaration, the Plan, the Bylaws and the Rules and Regulations and



with the covenants, conditions and restrictions as set forth in this Declaration, the Plan, the Bylaws, the Rules and Regulations and the deed to such Unit; provided that nothing contained herein shall impose upon any lessee or Permitted Mortgagee of a Unit any obligation which the Act or one or more of such documents, or both, make applicable only to Unit Owners (including, without limitation, the obligation to pay assessments for Common Expenses). The acceptance of a deed or mortgage to any Unit, or the entering into occupancy of any Unit shall constitute an agreement that the provisions of the Act, this Declaration, the Plan, the Bylaws, the Rules and Regulations and the covenants, conditions and restrictions set forth in the deed to such Unit are accepted and ratified by such grantee or Permitted Mortgagee. All of such provisions shall be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed, conveyance or mortgage thereof. The failure of the Association to enforce one or more violations of the Declaration, the Bylaws, Rules and Regulations shall not be deemed a waiver of any of the covenants, conditions and restrictions set forth therein.

**Section 14.2 Convertible Real Estate.** The Declarant hereby reserves the right to create additional Units, Common Facilities and Controlled Facilities within Convertible Real Estate as described in Exhibit "E" of this Declaration. The Declaration reservation of the rights to create additional Units and Common Facilities is subject to the following limitations:

(a) Seventy-two (72) additional Units may be constructed within the Convertible Real Estate described in Exhibit "E." Each building shall constitute a separate phase of additional Units added.

(b) the Declaration reservation of rights as set forth in this Paragraph will lapse upon completion of construction of the buildings containing the seventy-five (75) Units, and such additional Units as may be constructed within the Convertible Real Estate described in Exhibit "E" of this Declaration and in no event shall the Declarant's aforesaid reservation of rights continue beyond 10 years after the date of recording of this Declaration.

(c) the extent to which the relative voting strength in the Association and share of Common Expense liability of each Unit created hereunder may be decreased by the Declarant creating additional Units and Common Facilities as set forth elsewhere herein. The reallocation of relative voting strength in the Association and share of Common Expense liability of each unit created hereunder is based upon (1) each Unit, present and future, shall be assigned one vote; and (2) Common Expense liability, present and future, shall be based upon the percentage relationship each unit bears to the aggregate number of existing units, subject to the requirement of the Declarant to subsidize Common Expenses pursuant to Section 8.10 of this Declaration. The basis for this formulation is that each unit derives equal benefit from the Common Facilities.

(d) Construction will commence upon the additional buildings and phases consecutively or concurrently in any number at Declarant's election.

(e) The aggregate number of Units that may be created presently and in the future in all of the Convertible Real Estate described in Exhibit "E" is seventy-five (75) Units.

(f) All buildings, Units and Common Facilities that will be erected upon each portion of the Convertible Real Estate described in Exhibit "E" will be compatible with the other buildings, Units and Common Facilities in the Community in terms of architectural style, quality of construction, and principal materials employed in construction and size.

(g) All restrictions in the Declaration affecting use, occupancy and alienation of Units will apply to Units created within the Convertible Real Estate.

(h) The location of each of the additional buildings and improvements shall be the same as the corresponding buildings and improvements shown on the recorded Plan of Declaration.

**Section 14.3 Amendment Generally.** Except as limited by Section 5219 of the Act, this Declaration may be amended by the vote of the Unit Owners holding sixty-seven percent (67%) of the allocated votes in the Association.

(a) Any amendment or termination which may affect Township or its interests, whether they are made by the Association, Unit Owners and/or Declarant, are subject to approval by Township.

(b) Until seventy-five percent (75%) of the Units have been conveyed to Unit Owners other than the Declarant, the following actions will require the prior approval of FHLMC, GNMA, FNMA, FHA, VA or similar government agencies:

Annexation of additional properties, mergers and consolidations, mortgaging of Common Facilities, dedication of Common Facilities, amendment of the Declaration, Articles of Incorporation and the Bylaws.

**Section 14.4 Rights of Secured Lenders.** Subject to the limitations imposed by Section 5221 of the Act and except as set forth below, no amendment of this Declaration may be made without the prior written approval of holders of first mortgages on Units to which the Units subject to a mortgage appertain, if and to the extent that such approval is required by the Act or if and to the extent that such amendment would have the effect of (1) terminating or abandoning the Planned Community (except for termination or abandonment as a result of a taking of all the Units by eminent domain); (2) abandoning, encumbering, selling or transferring the Common Facilities; (3) partitioning or subdividing any Unit or the Common Facilities; or (4) changing the manner of determining Common Expense percentage liability of the Unit Owners. The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Facilities shall not be deemed to be a transfer within the meaning of this Section. If any Permitted Mortgagee fails to submit a written response to any written proposal for an amendment within sixty (60) days after the Permitted Mortgagee receives notice of the Proposal, provided the notice was delivered by certified or registered mail, with a "return receipt" requested, the proposed amendment shall be deemed approved by the Permitted Mortgagee.

**Section 14.5 Rights of Declarant, Builder and Township.** No change, modification or amendment which affects the respective rights, privileges or obligations of the Declarant or the

Township shall be effective without prior written consent of the party whose rights, privileges or obligations are impacted.

**Section 14.6 Other Amendments.** If any amendment is necessary in the judgment of the Executive Board to cure any ambiguity or to correct or supplement any provision of this Declaration or the Plats and Plans which is defective or inconsistent with any other provision hereof or thereof or with the Act, or to change, correct or supplement anything appearing or failing to appear in the Plats and Plans which is incorrect, defective or similarly inconsistent, or if such amendment is necessary to conform to the then current requirement of FNMA, FHLMC, VA, FHA, GNMA, or other similar government agency with respect to community projects, the Executive Board may, at any time and from time to time, effect such amendment without the approval of the Unit Owners, or Permitted Mortgagees, upon receipt by the Executive Board of an opinion from independent legal counsel to the effect that the proposed amendment is permitted by the terms of this sentence, together with a like opinion from an independent registered architect or licensed professional engineer in the case of any such amendment to the Plats and Plans. Each such amendment shall be effective upon the recording of an appropriate instrument setting forth the amendment and its due adoption, execution and acknowledgments by one or more officers of the Executive Board.

## **ARTICLE XV DECLARANT'S RIGHTS**

**Section 15.1 Control.** Not later than sixty days after the conveyance of twenty-five percent (25%) of the total number of Units which may be constructed within the Community to Unit Owners other than the Declarant, Declarant shall have the right to appoint and remove any and all officers and members of the Executive Board. Declarant may not unilaterally remove any members of the Executive Board elected by Unit Owners other than the Declarant.

**15.1.1** Not later than sixty days after the conveyance of twenty-five percent (25%) of the total number of Units which may be constructed within the Community to Unit Owners other than the Declarant, one member of the Executive Board shall be replaced by a Unit Owner other than Declarant, as provided in Article V of the Bylaws.

**15.1.2** Not later than the earlier of (i) seven (7) years after the date of recording of this Declaration, or (ii) sixty (60) days after seventy-five percent (75%) of the total number of Units which may be constructed in the Community have been conveyed to Unit Owners other than the Declarant, all members of the Executive Board shall resign, and the Unit Owners shall elect a new three-member Executive Board.

**Section 15.2 Enforcement.** This Declaration, the Articles of Incorporation and the Bylaws may be enforced by the Association or by the Township as follows:

A. Breach of any of the covenants contained in the Declaration or the Bylaws and the continuation of any such breach may be enjoined, abated or remedied by appropriate legal proceedings by any Unit Owner, by the Association or the successors-in-interest of the Association. Any judgment rendered in any action or proceeding pursuant hereto shall include the amount of any

delinquent payment, interest thereon, costs of collection, including attorney's fees, court costs and penalty charges.

B. The result of every act or omission by which covenants contained in this Declaration or the Bylaws are violated in whole or in part is hereby declared to be and constitutes a nuisance, and every remedy allowed by law or equity against a nuisance either public or private shall be applicable against every such result and may be exercised by any Unit Owner, by the Association or its successors-in-interest.

C. The remedies herein provided for breach of the covenants contained in this Declaration or in the Bylaws shall be deemed cumulative, and none of such remedies shall be deemed exclusive.

D. The failure of the Association to enforce any of the covenants contained in this Declaration or in the Bylaws shall not constitute a waiver of the right to enforce the same thereafter.

E. A breach of the covenants, conditions or restrictions contained in this Declaration or in the Bylaws shall not affect or impair the lien or charge of any bona fide Mortgage or deed of trust made in good faith and for value on any residential Lot or the Unit thereon, provided, however, that any subsequent Unit Owner of such property shall be bound by said covenants, whether such Unit Owner's title was acquired by foreclosure in a trustee's sale or otherwise.


**Section 15.3 Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

**Section 15.4 Interpretation.** The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development of a residential community and for the maintenance of Common Facilities and Controlled Facilities. The article and section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine and neuter shall each include the masculine, feminine and neuter.

**Section 15.5 Constructive Notice and Acceptance.** Every person who owns, occupies or acquires any right, title, estate or interest in or to any Lot or other portion of the Property does and shall be conclusively deemed to have consented and agreed to every limitation, restriction, easement, reservation, condition and covenant contained herein, whether or not any reference to these restrictions is contained in the instrument by which such person acquired an interest in the Property, or any portion thereof.

Declarant has executed this Declaration on the date first above written.

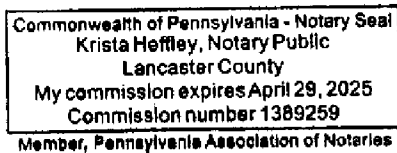
DECLARANT:

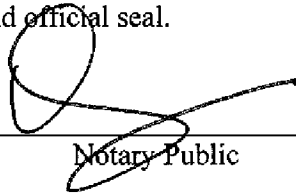
  
Fiorenzo Grande (Seal)

COMMONWEALTH OF PENNSYLVANIA :  
COUNTY OF Berks : SS

On this, the 24<sup>th</sup> day of June, 2022, before me, the undersigned officer, personally appeared **FIORINO GRANDE**, known to me to be (or satisfactorily proven to be) the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

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



  
\_\_\_\_\_  
Notary Public

**EXHIBIT "A"****DEED DESCRIPTION  
RIVERCREST  
PHASE 2**

All that certain tract of ground on the western, southern and northern sides of Stoudt's Ferry Bridge Road, being shown on the revised plan of record as phase II of the final plan of lots of Rivercrest, situate in Muhlenberg Township, Berks County, Pennsylvania and being more fully bounded and described as follows to wit:

BEGINNING at a point in line of lands of Muhlenberg Township and being the southwestern most corner of Lot 1;

Thence along lands of Muhlenberg Township the three following courses and distances:

1. North 70 degrees 05 minutes 00 seconds West, 1426.66' to a point;
2. North 69 degrees 48 minutes 00 seconds West, 493.09' to a point;
3. North 26 degrees 37 minutes 00 seconds East, 1316.49' to a point in Stoudt's

Ferry Bridge Road,

Thence in Stoudt's Ferry Bridge Road the two following courses and distances:

1. South 40 degrees 32 minutes 00 seconds East, 217.18' to a point;
2. South 25 degrees 28 minutes 00 seconds East, 367.43' to a point a corner of

lands of William and Tina Delgado;

Thence along lands of Delgado, North 24 degrees 43 minutes 00 seconds East, 284.00' to a point on the southern side of the Schuylkill River;

Thence in and along the southern side of the Schuylkill River the 8 following courses and distances:

1. South 36 degrees 20 minutes 00 seconds East, 80.00' to a point;
2. South 53 degrees 54 minutes 00 seconds East, 57.00' to a point;
3. South 69 degrees 10 minutes 00 seconds East, 190.00' to a point;
4. South 74 degrees 40 minutes 00 seconds East, 46.00' to a point;
5. South 57 degrees 15 minutes 00 seconds East, 86.97' to a point;
6. South 80 degrees 00 minutes 00 seconds East, 370.61' to a point;
7. North 77 degrees 23 minutes 00 seconds East, 183.45' to a point;
8. North 63 degrees 25 minutes 00 seconds East, 77.27' to a point a corner

of lot 43 of River Crest phase 1;

Thence along lots 43 and 42, South 12 degrees 51 minutes 55 seconds West, 356.23' to a point;

Thence along lot 42, South 32 degrees 08 minutes 48 seconds West, 30.00' to a point on the northern right of way line of Stoudt's Ferry Bridge Road;

Thence crossing Stoudt's Ferry Bridge Road, South 38 degrees 49 minutes 49 seconds West, 53.48' to a point on the southern right of way line of Stoudt's Ferry Bridge Road and a corner of lots 144 and 145;

Thence along lot 145, South 30 degrees 05 minutes 28 seconds West, 30.00' to a point;

Thence along lots 145 and 146, South 12 degrees 19 minutes 00 seconds West, 152.77' to a point;

Thence along lot 146, South 24 degrees 16 minutes 09 seconds East, 93.28' to a point a corner of lot 107;

Thence along lot 107, South 19 degrees 55 minutes 00 seconds West, 120.00' to a point on the northern right of way line of Antonio Drive;

Thence crossing Antonio Drive, South 20 degrees 59 minutes 19 seconds East, 70.12' to a point a corner of lot 106;

Thence along lot 106, the two following courses and distances:

1. South 19 degrees 55 minutes 00 seconds West, 140.00' to a point;
2. South 70 degrees 05 minutes 00 seconds East, 20.00' to a point a corner of lot 67;

Thence along lot 67 the two following courses and distances;

1. South 19 degrees 55 minutes 00 seconds West, 140.00' to a point on the northern Right of way line of River Crest Drive;
2. South 70 degrees 05 minutes 00 seconds East, 114.23' to a point;

Thence crossing River Crest Drive, South 23 degrees 10 minutes 13 seconds West, 53.09' to a point a corner of lot 1;

Thence along lot 1, South 19 degrees 55 minutes 00 seconds West, 180.00' to a point the place of BEGINNING.

CONTAINING: 46.036 Acres

Being a portion of the same premises which Helen E. Reed, Gene A. Reed and Barbara A. Moore t/d/b/a Helen E. Reed and Gene A. Reed, Partnership, by deed dated January 5, 2005 and recorded in DBV 4514 P.1648 Berks County Records, granted and conveyed unto Fiorino Grande.


Excepting and reserving lot 2 of the existing plan of record and also known as lot 2 of the revision plan of record of Rivercrest Phase II, (about to be recorded)

Chk .001



**EXHIBIT "B"****MATTERS OF RECORD**

1. Title to that part of the premises lying in the bed and right of way of all roads, driveways and alleyways is subject to public and private rights therein.
2. Subject to all matters shown on the Plan as recorded in the Recorder's Office of Berks County in Plan Book 300, Page 322 and Plan Book 305, Page 398.
3. Agreement acknowledging boundary line and easement as set forth in Record Book 3528, Page 1171.
4. Grant of Easement to Muhlenberg Township Authority as set forth in Record Book 3154, Page 27.
5. Water and Sewer System Easement Agreement as set forth in Record Book 4548, Page 2238.
6. Deed of Dedication as set forth in Record Book 4663, Page 2061.
7. Restrictions and other matters, if any, appearing of record in Record Book 4844, Page 279, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
8. Rights granted to Metropolitan Edison Co. as set forth in Misc. Book 273, Page 214 and Record Book 4999, Page 801.

|  |  |
|--|--|
|  <b>First American Title™</b> | <b>ALTA Commitment for Title Insurance</b><br>ISSUED BY<br><b>First American Title Insurance Company</b> |
| <b>Schedule BI &amp; BII</b>   |  |

Commitment No.: 21-0090-1

**SCHEDULE B, PART I****REQUIREMENTS**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.  
  
Mortgage from Grande Construction Company, Inc, a Pennsylvania Business Corporation to VIST Bank ISAOA, securing the principal amount of \$3,400,000.00.
5. Original photo identification for all parties to the transaction must be provided.
6. Proof to be furnished that as to each grantor/mortgagor who is an individual, if presently married, that he/she is neither separated from his/her spouse nor a party to any pending divorce proceeding in any jurisdiction, otherwise, the non-record spouse must join in the deed or mortgage contemplated hereunder.
7. Proof that there are no overdue support obligations of record with the Domestic Relations Section of the parties to this transaction, up through the date of recording of the instruments to be insured.
8. Town, County and School Taxes and Water and Sewer Rents for the prior three years. (Receipts to be produced and filed with the Company.) If certification of payment or amount due is obtained from the taxing and municipal authorities in lieu of such receipts, proof must be provided that the taxing and municipal authorities have not turned collection of any unpaid amounts over to a collection agency or law firm. Absent such proof, or if the taxing or municipal authorities have turned collection over to a collection agency or law firm, then additional certification of payment or amount due to be obtained from such collection agency or law firm.

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9. Real Estate Taxes and Municipal Claims (If paid, receipts are to be produced and filed with the Company.)  
PARCEL IDENTIFICATION NUMBER: 66-4399-02-76-8301, .....  
....., 66-4399-02-85-1229, 66-4399-02-85-0331,  
66-4399-02-75-9353, 66-4399-02-75-8364, 66-4399-02-75-7376, 66-4399-02-75-6388, 66-4399-02-75-5399,  
66-4399-02-75-5411, 66-4399-02-75-4423, 66-4399-02-75-3434, 66-4399-02-75-2446, 66-4399-02-75-1457,  
66-4399-02-75-0469, 66-4399-02-65-9571, 66-4399-02-76-3378, 66-4399-02-76-5335, 66-4399-02-76-6313,  
66-4399-02-76-7302, 66-4399-02-76-8301, 66-4399-02-76-8381, 66-4399-02-76-9370, 66-4399-02-86-0370,  
66-4399-02-86-1351, 66-4399-02-86-2341, 66-4399-02-85-2449, 66-4399-02-85-1469, 66-4399-02-85-0581,  
66-4399-02-85-0503, 66-4399-02-75-9514, 66-4399-02-75-8545, 66-4399-02-75-7567, 66-4399-02-75-6588,  
66-4399-02-75-6610, 66-4399-02-75-5621, 66-4399-02-75-4652, 66-4399-02-75-3674, 66-4399-02-75-2695,  
66-4399-02-75-2617, 66-4399-02-75-1638, 66-4399-02-75-0750, 66-4399-02-65-9771, 66-4399-02-75-1843,  
66-4399-02-75-2821, 66-4399-02-75-3709, 66-4399-02-75-3788, 66-4399-02-75-4767, 66-4399-02-75-5736,  
66-4399-02-75-6714, 66-4399-02-75-6792, 66-4399-02-75-7771, 66-4399-02-75-8750, 66-4399-02-75-9638,  
66-4399-02-85-0606, 66-4399-02-85-0685, 66-4399-02-85-1674, 66-4399-02-85-2642, 66-4399-02-85-2833,  
66-4399-02-85-1865, 66-4399-02-85-0886, 66-4399-02-75-9898, 66-4399-02-75-9829, 66-4399-02-75-8940,  
66-4399-02-75-7962, 66-4399-02-75-6983, 66-4399-02-75-6904, 66-4399-02-75-5935, 66-4399-02-75-4947,  
66-4399-02-75-3968, 66-4399-02-75-2989, 66-4399-02-76-2000, 66-4399-02-76-1032, 66-4399-02-76-1252,  
66-4399-02-76-2126, 66-4399-02-76-3103, 66-4399-02-76-3192, 66-4399-02-76-4171, 66-4399-02-76-5150,  
66-4399-02-76-6039, 66-4399-02-76-7018, 66-4399-02-76-7098, 66-4399-02-76-8076, 66-4399-02-76-9056,  
66-4399-02-86-0035, 66-4399-02-86-1014, 66-4399-02-86-1014 and 66-4399-02-86-2003  
ASSESSMENT: \$87,000.00

10. The Company may make other requirements or exceptions upon its review of the documents creating the estate or interest to be insured or otherwise ascertaining details of the transaction.

11. Mortgages: NONE

12. Judgments: NONE

13. Financing Statements: None

14. Pennsylvania Department of Human Services requires social security numbers to complete searches for child support arrears. Issuing agent/office must conduct such searches, and if arrearages are found, issuing agent/office must obtain a Certificate for Domestic Relations.

15. Real Estate Taxes and Municipal Claims (If paid, receipts are to be produced and filed with the Company).

Tax Account Number: 66-4399-02-76-8301 (Premises A) Assessment: \$15,200.00 (land only)

16. Real Estate Taxes and Municipal Claims (If paid, receipts are to be produced and filed with the Company).

Tax Account Number: 66-4399-02-76-8381 (Premises B) Assessment: \$15,300.00 (land only)

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17. Real Estate Taxes and Municipal Claims (If paid, receipts are to be produced and filed with the Company).  
Tax Account Number: 66-4399-02-76-9370 (Premises C) Assessment: \$15,500.00 (land only)
18. Real Estate Taxes and Municipal Claims (If paid, receipts are to be produced and filed with the Company).  
Tax Account Number: 66-4399-02-86-0370 (Premises D) Assessment: \$15,500.00 (land only)
19. Real Estate Taxes and Municipal Claims (If paid, receipts are to be produced and filed with the Company).  
Tax Account Number: 66-4399-02-86-1351 (Premises E) Assessment: \$15,600.00 (land only)
20. Real Estate Taxes and Municipal Claims (If paid, receipts are to be produced and filed with the Company).  
Tax Account Number: 66-4399-02-86-2341 (Premises F) Assessment: \$15,800.00 (land only)
21. Real Estate Taxes and Municipal Claims (If paid, receipts are to be produced and filed with the Company).  
Tax Account Number: 66-4399-02-85-2449 (Premises G) Assessment: \$800.00 (land only)
22. Real Estate Taxes and Municipal Claims (If paid, receipts are to be produced and filed with the Company).  
Tax Account Number: 66-4399-02-85-1469 (Premises H) Assessment: \$800.00 (land only)
23. Real Estate Taxes and Municipal Claims (If paid, receipts are to be produced and filed with the Company).  
Tax Account Number: 66-4399-02-85-0581 (Premises I) Assessment: \$800.00 (land only)
24. Real Estate Taxes and Municipal Claims (If paid, receipts are to be produced and filed with the Company).  
Tax Account Number: 66-4399-02-85-0503 (Premises J) Assessment: \$800.00 (land only)

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25. Real Estate Taxes and Municipal Claims (If paid, receipts are to be produced and filed with the Company).  
Tax Account Number: 66-4399-02-75-9514 (Premises K) Assessment: \$800.00 (land only)
26. Real Estate Taxes and Municipal Claims (If paid, receipts are to be produced and filed with the Company).  
Tax Account Number: 66-4399-02-75-8545 (Premises L) Assessment: \$800.00 (land only)
27. Real Estate Taxes and Municipal Claims (If paid, receipts are to be produced and filed with the Company).  
Tax Account Number: 66-4399-02-75-7567 (Premises M) Assessment: \$800.00 (land only)
28. Real Estate Taxes and Municipal Claims (If paid, receipts are to be produced and filed with the Company).  
Tax Account Number: 66-4399-02-75-6588 (Premises N) Assessment: \$800.00 (land only)
29. Real Estate Taxes and Municipal Claims (If paid, receipts are to be produced and filed with the Company).  
Tax Account Number: 66-4399-02-75-6610 (Premises O) Assessment: \$800.00 (land only)
30. Real Estate Taxes and Municipal Claims (If paid, receipts are to be produced and filed with the Company).  
Tax Account Number: 66-4399-02-75-5621 (Premises P) Assessment: \$800.00 (land only)
31. Real Estate Taxes and Municipal Claims (If paid, receipts are to be produced and filed with the Company).  
Tax Account Number: 66-4399-02-75-4652 (Premises Q) Assessment: \$800.00 (land only)
32. Real Estate Taxes and Municipal Claims (If paid, receipts are to be produced and filed with the Company).  
Tax Account Number: 66-4399-02-75-3674 (Premises R) Assessment: \$800.00 (land only)
33. Real Estate Taxes and Municipal Claims (If paid, receipts are to be produced and filed with the Company).  
Tax Account Number: 66-4399-02-75-2695 (Premises S) Assessment: \$800.00 (land only)

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34. Real Estate Taxes and Municipal Claims (If paid, receipts are to be produced and filed with the Company).

Tax Account Number: 66-4399-02-75-2617 (Premises T) Assessment: \$800.00 (land only)

35. Real Estate Taxes and Municipal Claims (If paid, receipts are to be produced and filed with the Company).

Tax Account Number: 66-4399-02-75-1638 (Premises U) Assessment: \$800.00 (land only)

36. Real Estate Taxes and Municipal Claims (If paid, receipts are to be produced and filed with the Company).

Tax Account Number: 66-4399-02-75-0750 (Premises V) Assessment: \$800.00 (land only)

37. Real Estate Taxes and Municipal Claims (If paid, receipts are to be produced and filed with the Company).

Tax Account Number: 66-4399-02-65-9771 (Premises W) Assessment: \$800.00 (land only)

38. Real Estate Taxes and Municipal Claims (If paid, receipts are to be produced and filed with the Company).

Tax Account Number: 66-4399-02-75-1843 (Premises X) Assessment: \$800.00 (land only)

39. Real Estate Taxes and Municipal Claims (If paid, receipts are to be produced and filed with the Company).

Tax Account Number: 66-4399-02-75-2821 (Premises Y) Assessment: \$800.00 (land only)

40. Real Estate Taxes and Municipal Claims (If paid, receipts are to be produced and filed with the Company).

Tax Account Number: 66-4399-02-75-3709 (Premises Z) Assessment: \$800.00 (land only)

41. Real Estate Taxes and Municipal Claims (If paid, receipts are to be produced and filed with the Company).

Tax Account Number: 66-4399-02-75-3788 (Premises AA) Assessment: \$800.00 (land only)

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42. Real Estate Taxes and Municipal Claims (If paid, receipts are to be produced and filed with the Company).

Tax Account Number: 66-4399-02-75-4767 (Premises BB) Assessment: \$800.00 (land only)

43. Real Estate Taxes and Municipal Claims (If paid, receipts are to be produced and filed with the Company).

Tax Account Number: 66-4399-02-75-5736 (Premises CC) Assessment: \$800.00 (land only)

44. Real Estate Taxes and Municipal Claims (If paid, receipts are to be produced and filed with the Company).

Tax Account Number: 66-4399-02-75-6714 (Premises DD) Assessment: \$800.00 (land only)

45. Real Estate Taxes and Municipal Claims (If paid, receipts are to be produced and filed with the Company).

Tax Account Number: 66-4399-02-75-6792 (Premises EE) Assessment: \$800.00 (land only)

46. Real Estate Taxes and Municipal Claims (If paid, receipts are to be produced and filed with the Company).

Tax Account Number: 66-4399-02-75-7771 (Premises FF) Assessment: \$800.00 (land only)

47. Real Estate Taxes and Municipal Claims (If paid, receipts are to be produced and filed with the Company).

Tax Account Number: 66-4399-02-75-8750 (Premises GG) Assessment: \$800.00 (land only)

48. Real Estate Taxes and Municipal Claims (If paid, receipts are to be produced and filed with the Company).

Tax Account Number: 66-4399-02-75-9638 (Premises HH) Assessment: \$800.00 (land only)

49. Real Estate Taxes and Municipal Claims (If paid, receipts are to be produced and filed with the Company).

Tax Account Number: 66-4399-02-85-0606 (Premises II) Assessment: \$800.00 (land only)

50. Real Estate Taxes and Municipal Claims (If paid, receipts are to be produced and filed with the Company).

Tax Account Number: 66-4399-02-85-0685 (Premises JJ) Assessment: \$800.00 (land only)

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51. Real Estate Taxes and Municipal Claims (If paid, receipts are to be produced and filed with the Company).

Tax Account Number: 66-4399-02-85-1674 (Premises KK) Assessment: \$800.00 (land only)

52. Real Estate Taxes and Municipal Claims (If paid, receipts are to be produced and filed with the Company).

Tax Account Number: 66-4399-02-85-2642 (Premises LL) Assessment: \$800.00 (land only)

53. Real Estate Taxes and Municipal Claims (If paid, receipts are to be produced and filed with the Company).

Tax Account Number: 66-4399-02-85-2833 (Premises MM) Assessment: \$900.00 (land only)

54. Real Estate Taxes and Municipal Claims (If paid, receipts are to be produced and filed with the Company).

Tax Account Number: 66-4399-02-85-1865 (Premises NN) Assessment: \$900.00 (land only)

55. Real Estate Taxes and Municipal Claims (If paid, receipts are to be produced and filed with the Company).

Tax Account Number: 66-4399-02-85-0886 (Premises OO) Assessment: \$1,000.00 (land only)

56. Real Estate Taxes and Municipal Claims (If paid, receipts are to be produced and filed with the Company).

Tax Account Number: 66-4399-02-75-9898 (Premises PP) Assessment: \$1,000.00 (land only)

57. Real Estate Taxes and Municipal Claims (If paid, receipts are to be produced and filed with the Company).

Tax Account Number: 66-4399-02-75-9829 (Premises QQ) Assessment: \$900.00 (land only)

58. Real Estate Taxes and Municipal Claims (If paid, receipts are to be produced and filed with the Company).

Tax Account Number: 66-4399-02-75-8940 (Premises RR) Assessment: \$900.00 (land only)

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59. Real Estate Taxes and Municipal Claims (If paid, receipts are to be produced and filed with the Company).

Tax Account Number: 66-4399-02-75-7962 (Premises SS) Assessment: \$900.00 (land only)

60. Real Estate Taxes and Municipal Claims (If paid, receipts are to be produced and filed with the Company).

Tax Account Number: 66-4399-02-75-6983 (Premises TT) Assessment: \$900.00 (land only)

61. Real Estate Taxes and Municipal Claims (If paid, receipts are to be produced and filed with the Company).

Tax Account Number: 66-4399-02-75-6904 (Premises UU) Assessment: \$900.00 (land only)

62. Real Estate Taxes and Municipal Claims (If paid, receipts are to be produced and filed with the Company).

Tax Account Number: 66-4399-02-75-5935 (Premises VV) Assessment: \$800.00 (land only)

63. Real Estate Taxes and Municipal Claims (If paid, receipts are to be produced and filed with the Company).

Tax Account Number: 66-4399-02-75-4947 (Premises WW) Assessment: \$800.00 (land only)

64. Real Estate Taxes and Municipal Claims (If paid, receipts are to be produced and filed with the Company).

Tax Account Number: 66-4399-02-75-3968 (Premises XX) Assessment: \$800.00 (land only)

65. Real Estate Taxes and Municipal Claims (If paid, receipts are to be produced and filed with the Company).

Tax Account Number: 66-4399-02-75-2989 (Premises YY) Assessment: \$800.00 (land only)

66. Real Estate Taxes and Municipal Claims (If paid, receipts are to be produced and filed with the Company).

Tax Account Number: 66-4399-02-76-2000 (Premises ZZ) Assessment: \$800.00 (land only)

67. Real Estate Taxes and Municipal Claims (If paid, receipts are to be produced and filed with the Company).

Tax Account Number: 66-4399-02-76-1032 (Premises AAA) Assessment: \$800.00 (land only)

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68. Real Estate Taxes and Municipal Claims (If paid, receipts are to be produced and filed with the Company).

Tax Account Number: 66-4399-02-76-1252 (Premises BBB) Assessment: \$13,200.00 (land only)

69. Real Estate Taxes and Municipal Claims (If paid, receipts are to be produced and filed with the Company).

Tax Account Number: 66-4399-02-76-2126 (Premises CCC) Assessment: \$13,600.00 (land only)

70. Real Estate Taxes and Municipal Claims (If paid, receipts are to be produced and filed with the Company).

Tax Account Number: 66-4399-02-76-3103 (Premises DDD) Assessment: \$12,400.00 (land only)

71. Real Estate Taxes and Municipal Claims (If paid, receipts are to be produced and filed with the Company).

Tax Account Number: 66-4399-02-76-3192 (Premises EEE) Assessment: \$12,000.00 (land only)

72. Real Estate Taxes and Municipal Claims (If paid, receipts are to be produced and filed with the Company).

Tax Account Number: 66-4399-02-76-4171 (Premises FFF) Assessment: \$12,000.00 (land only)

73. Real Estate Taxes and Municipal Claims (If paid, receipts are to be produced and filed with the Company).

Tax Account Number: 66-4399-02-76-5150 (Premises GGG) Assessment: \$12,000.00 (land only)

74. Real Estate Taxes and Municipal Claims (If paid, receipts are to be produced and filed with the Company).

Tax Account Number: 66-4399-02-76-6039 (Premises HHH) Assessment: \$12,100.00 (land only)

75. Real Estate Taxes and Municipal Claims (If paid, receipts are to be produced and filed with the Company).

Tax Account Number: 66-4399-02-76-7018 (Premises III) Assessment: \$12,200.00 (land only)

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76. Real Estate Taxes and Municipal Claims (If paid, receipts are to be produced and filed with the Company).  
Tax Account Number: 66-4399-02-76-7098 (Premises JJJ) Assessment: \$12,400.00 (land only)
77. Real Estate Taxes and Municipal Claims (If paid, receipts are to be produced and filed with the Company).  
Tax Account Number: 66-4399-02-76-8076 (Premises KKK) Assessment: \$12,500.00 (land only)
78. Real Estate Taxes and Municipal Claims (If paid, receipts are to be produced and filed with the Company).  
Tax Account Number: 66-4399-02-76-9056 (Premises LLL) Assessment: \$12,800.00 (land only)
79. Real Estate Taxes and Municipal Claims (If paid, receipts are to be produced and filed with the Company).  
Tax Account Number: 66-4399-02-86-0035 (Premises MMM) Assessment: \$12,900.00 (land only)
80. Real Estate Taxes and Municipal Claims (If paid, receipts are to be produced and filed with the Company).  
Tax Account Number: 66-4399-02-86-1014 (Premises NNN) Assessment: \$13,100.00 (land only)
81. Real Estate Taxes and Municipal Claims (If paid, receipts are to be produced and filed with the Company).  
Tax Account Number: 66-4399-02-86-2003 (Premises OOO) Assessment: \$13,200.00 (land only)
82. Real estate taxes returned to the Tax Claim Bureau of Berks County not certified. Proper certification to be obtained from said bureau.

## **SCHEDULE B, PART II**

### **EXCEPTIONS**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

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The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Rights or claims by parties in possession or under the terms of any unrecorded lease or agreement(s) of sale.
3. Any variation in location of lines or dimensions or other matters which an accurate survey would disclose.
4. Easements, or claims of easements, not shown by the Public Records.
5. Any lien or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
6. Possible tax increase based on additional assessments.
7. Accuracy of area content not insured.
8. Title to that part of the premises lying in the bed and right of way of all roads, driveways and alleyways is subject to public and private rights therein.
9. Subject to all matters shown on the Plan as recorded in the Recorder's Office of Berks County, Pennsylvania in Plan Book 300, Page 322 and Plan Book 305, Page 398.
10. Easement and Earth-Moving Agreement as set forth in Record Book 2928, Page 316.
11. Agreement Acknowledging Boundary Line and Easement as set forth in Record Book 3528, Page 1171.
12. Grant of Easement to Muhlenberg Township Authority as set forth in Record Book 3154, Page 27.
13. Water and Sewer System Easement Agreement as set forth in Record Book 4548, Page 2238.
14. Deed of Dedication as set forth in Record Book 4663, Page 2061.
15. Restrictions and other matters, if any, appearing of record in Record Book 4844, Page 729, but deleting any covenant, condition, or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

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16. Rights granted to Metropolitan Edison Co. as set forth in Misc. Book 273, Page 214 and Record Book 4999, Page 801.

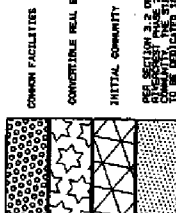
*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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DECLARATION PLAN FOR  
RIVERCREST PHASE 2 REVISED  
PLANNED COMMUNITY

MUHLBERG TOWNSHIP  
 BERKS COUNTY  
 PENNSYLVANIA

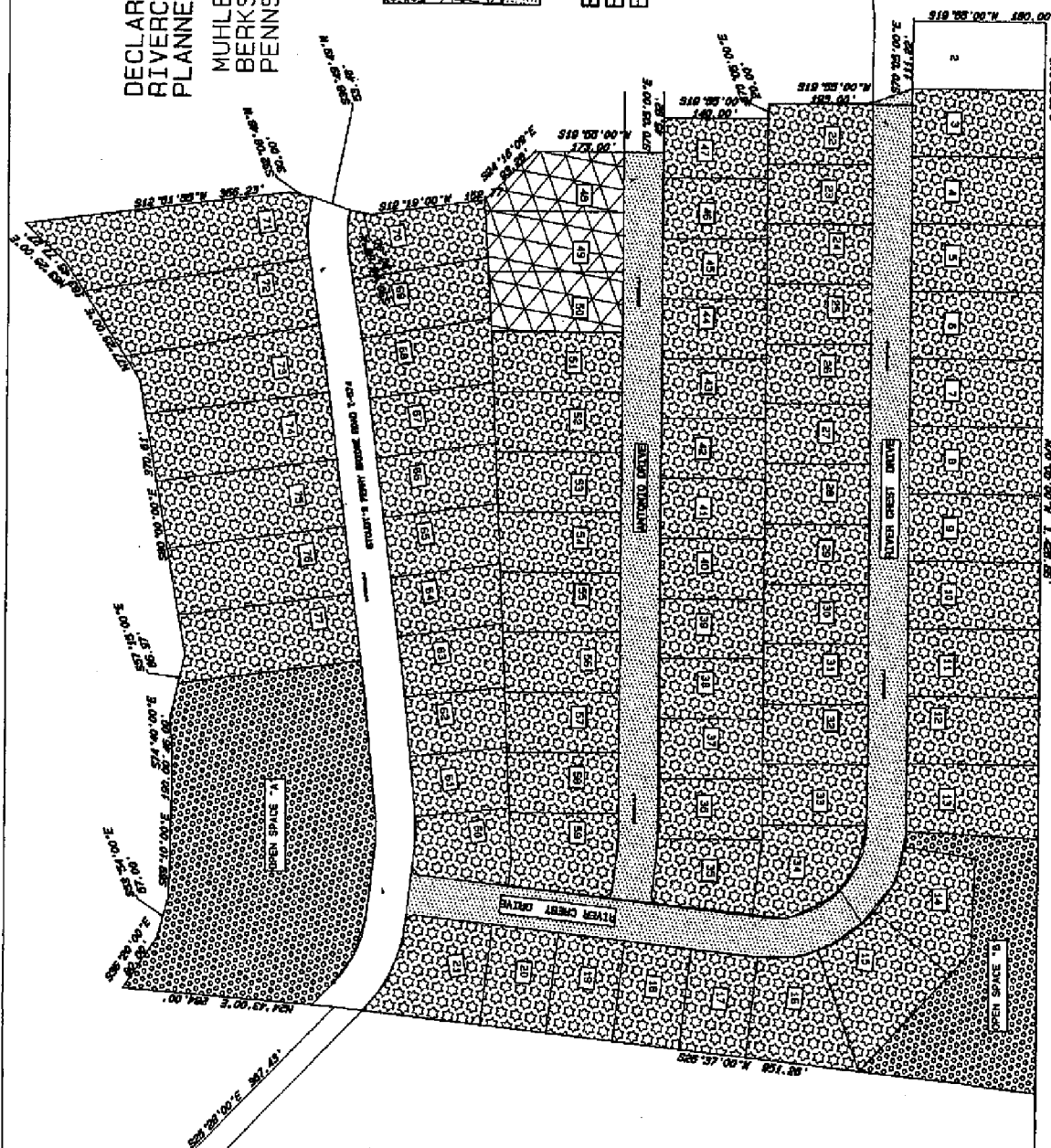


PER SECTION 3.2 OF THE DECLARATION OF  
INTEREST PHASE 2 REVISED PLANNED  
COMMUNITY, THE STREETS ARE INTENDED  
TO BE DEDICATED TO THE TOWNSHIP, BUT  
SMALL CONSTITUTE COMMON FACILITIES UNTIL  
TIME AS ACCEPTED FOR DEDICATION.

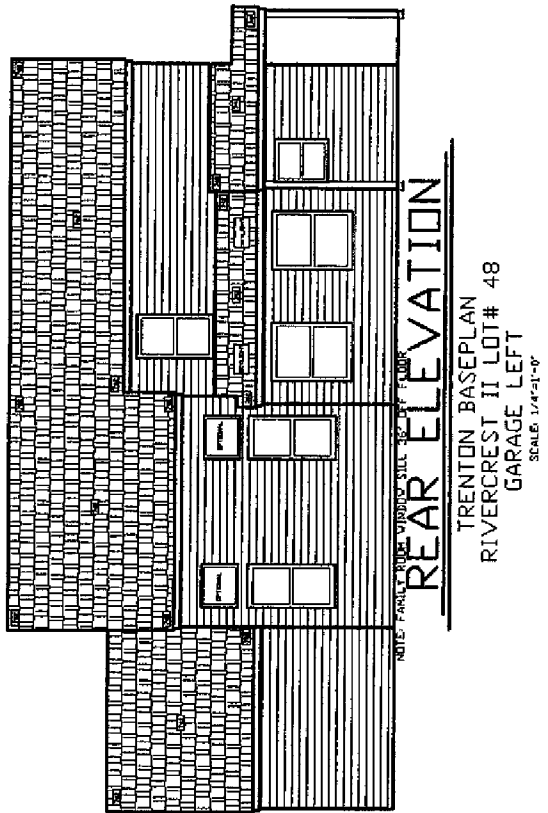
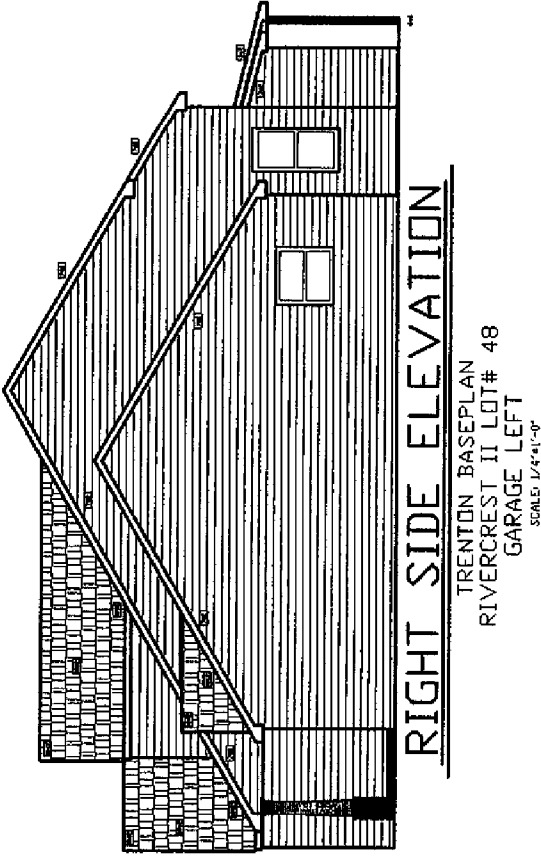
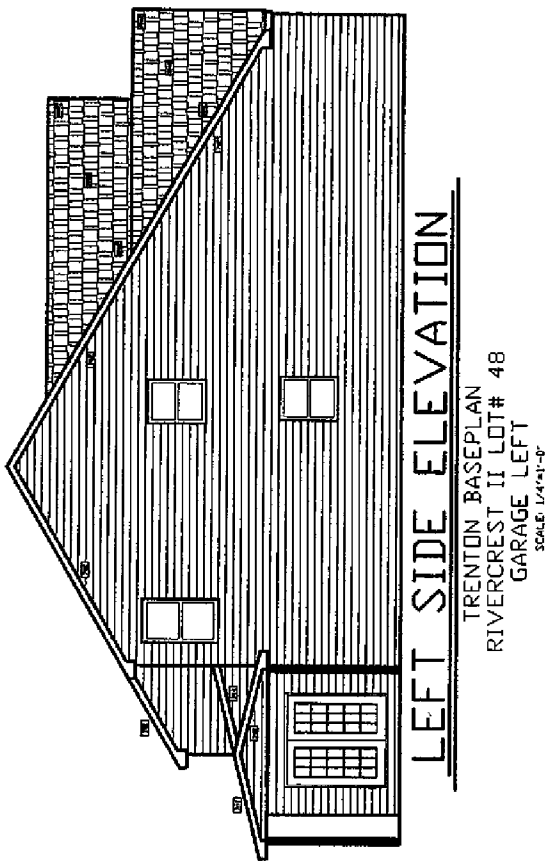
|           |                         |
|-----------|-------------------------|
| EXHIBIT C | PLANS AND PLANS         |
| EXHIBIT D | INITIAL COMMUNITY       |
| EXHIBIT E | CONVERTIBLE REAL ESTATE |

THIS PLAN IS PREPARED FROM THE APPROVED PLAN OF ATTORNEY PHASE 2 REVISED. THE NOTES REFERENCED ON THE REVISION PLAN SHALL BE CONSIDERED A PART OF THIS PLANNED

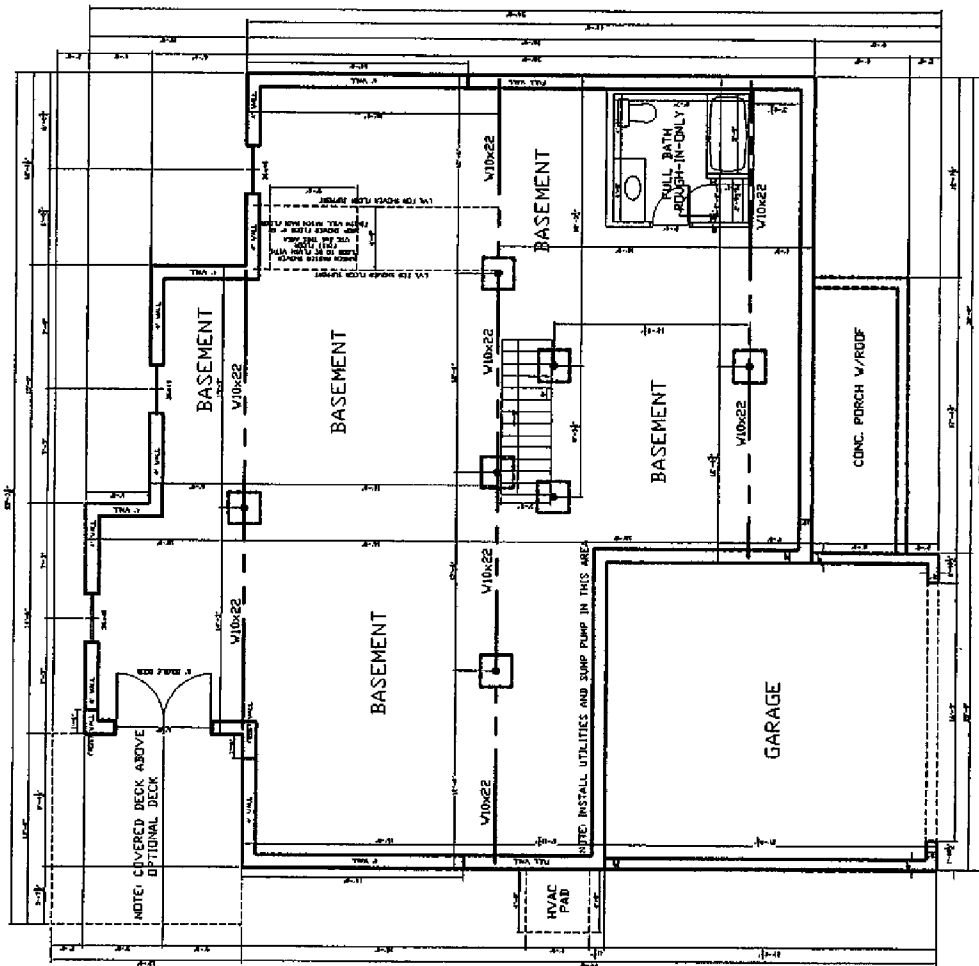
THE UNDERSIGNED, A PROFESSIONAL SURVEYOR, HEREBY CERTIFY THAT THIS PLAT FULLY AND ACCURATELY SHOWS THE PROPERTY, COMMON ELEMENTS AND C/O SETS FORTH IN THE NAME OF WHICH THE PROPERTY WILL BE OWNED AND THE LAND DESTINATION FOR EACH UNIT THEREIN, AND CONTAINS ALL INFORMATION REQUIRED BY SECTION 5210 OF THE MINNESOTA CONVEYANCE ACT.











**FOUNDATION PLAN**

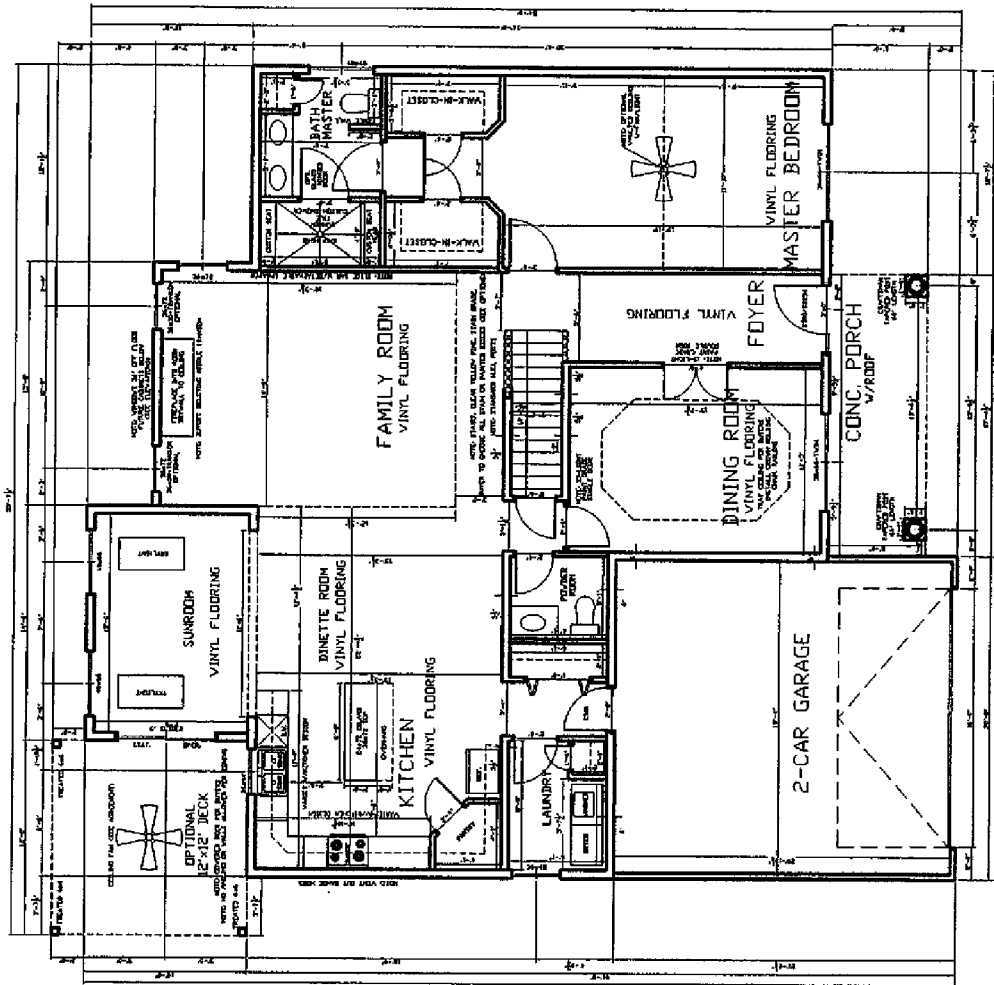
TRENTON BASEPLAN  
RIVERCREST II LOT# 48

NOTE: OPTIONAL 9' POURED FOUNDATION PER FRED

NOTE: ALL CONC. WALL TO BE 10" UNLESS NOTED.

GARAGE LEFT

SCALE: 1/4"=1'-0"



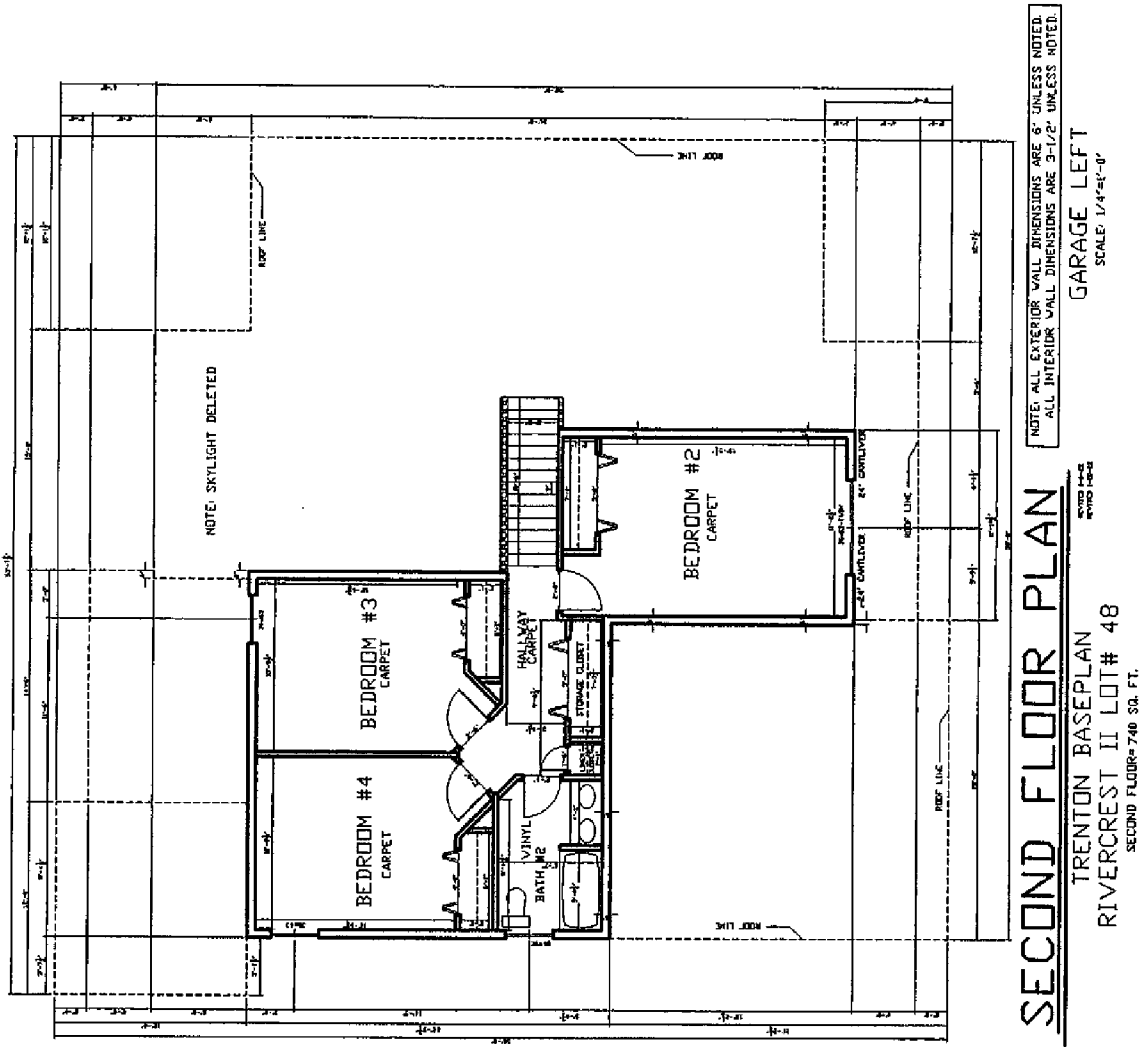
# FIRST FLOOR PLAN

TRENTON BASEPLAN  
RIVERCREST II LOT# 48  
FIRST FLOOR=1631 SQ. FT.  
NOTE: SUNROOM ADDITIONAL 140 SQ. FT.

REVISED: 1-5-22  
REVISED: 1-20-22  
REVISED: 1-26-22

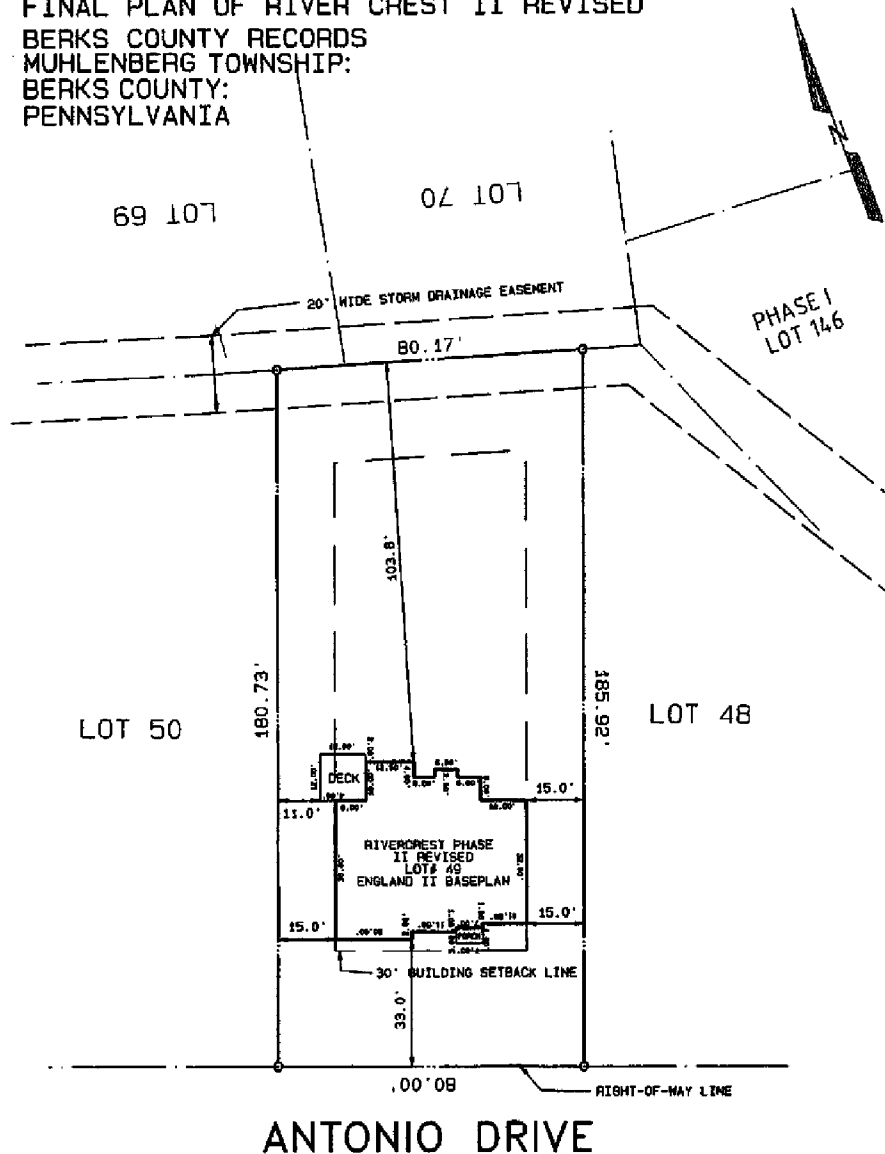
GARAGE LEFT  
SCALE: 1/4"=1'-0"

NOTE: ALL EXTERIOR WALL DIMENSIONS ARE 6" UNLESS NOTED.  
ALL INTERIOR WALL DIMENSIONS ARE 3-1/2" UNLESS NOTED.



# PROPOSED DWELLING

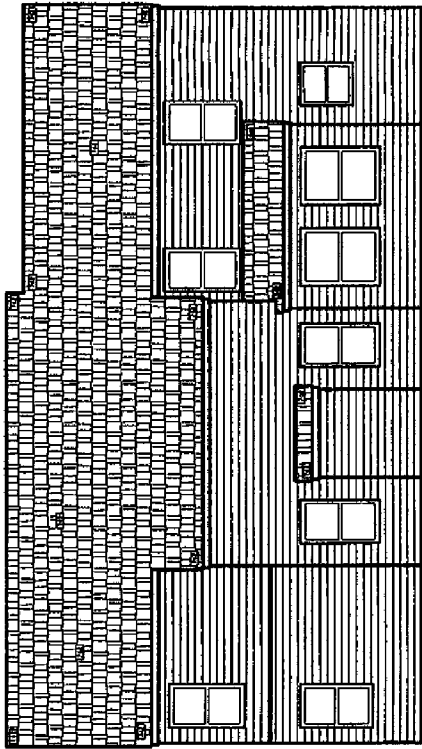
FINAL PLAN OF RIVER CREST II REVISED  
BERKS COUNTY RECORDS  
MUHLENBERG TOWNSHIP:  
BERKS COUNTY:  
PENNSYLVANIA



THE INFORMATION SHOWN ON THIS PLAT IS FOR THE PURPOSE OF SHOWING THE PROPOSED LOCATION OF AN IMPROVEMENT UPON THE INDICATED LOT OR PROPERTY. THIS INFORMATION DOES NOT REPRESENT AN ACTUAL BOUNDARY SURVEY OF THE ENTIRE PREMISES AND THEREFORE SHOULD NOT BE

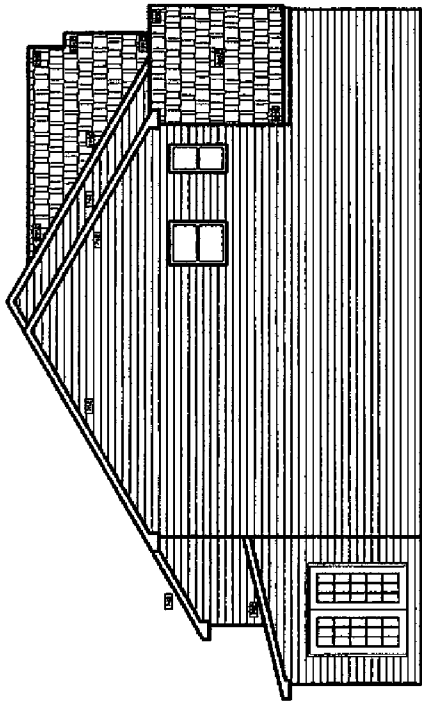
|  |          |
|--|----------|
| LOT# 49-SPEC   |          |
| LAND SERVICE Company   |          |
| 2213 QUARRY DRIVE<br>WEST LAKE, PENNSYLVANIA 18099<br>(610) 678-2025 |          |
| OWNER  | DATE     |
| S.L.R.   | 10-25-21 |

OFFICE  
COPY



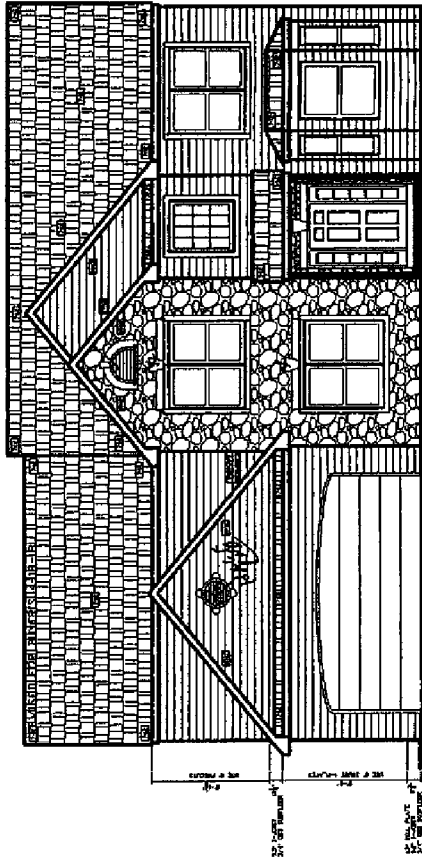
REAR ELEVATION

THE ENGLAND II BASEPLAN  
RIVERCREST II LOT# 49  
GARAGE LEFT  
SCALE: 1/4"=1'-0"



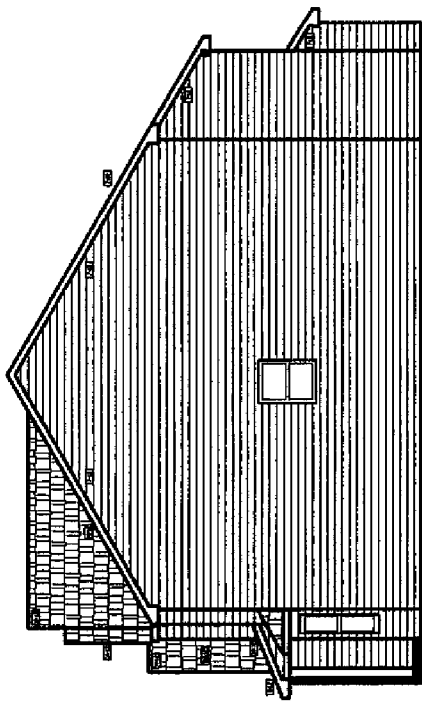
LEFT SIDE ELEVATION

THE ENGLAND II BASEPLAN  
RIVERCREST II LOT# 49  
GARAGE LEFT  
SCALE: 1/4"=1'-0"



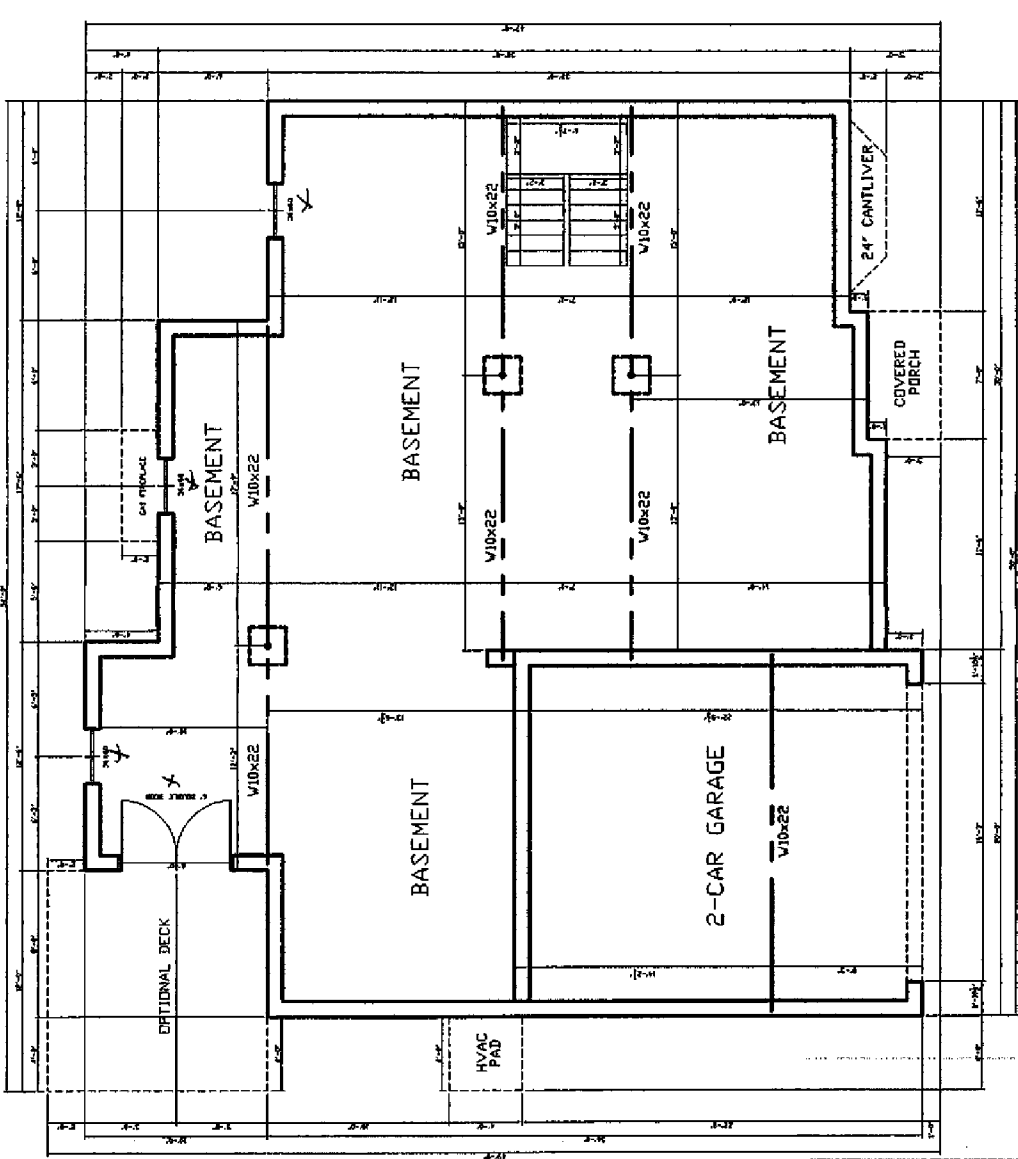
FRONT ELEVATION

THE ENGLAND II BASEPLAN  
RIVERCREST II LOT# 49  
GARAGE LEFT  
SCALE: 1/4"=1'-0"



RIGHT SIDE ELEVATION

THE ENGLAND II BASEPLAN  
RIVERCREST II LOT# 49  
GARAGE LEFT  
SCALE: 1/4"=1'-0"

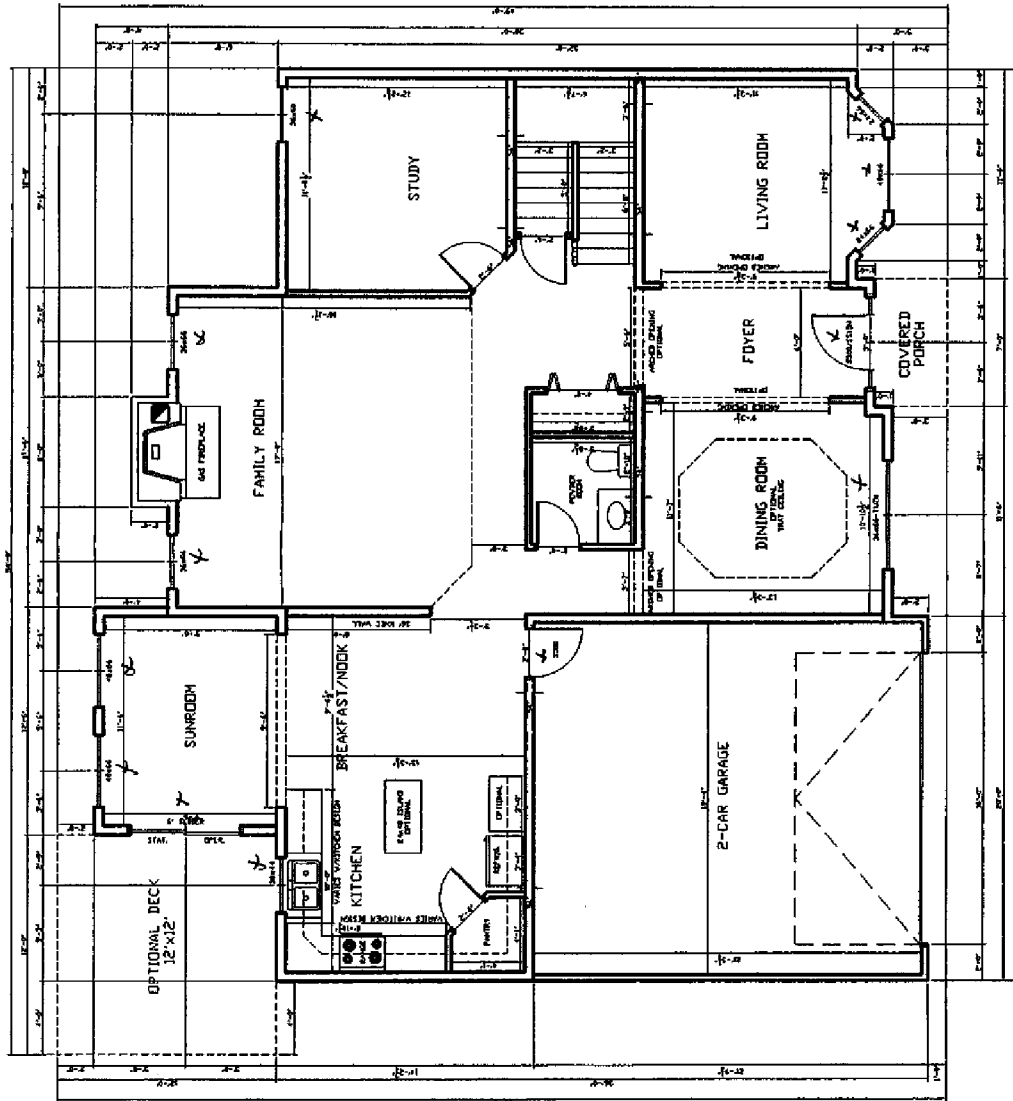


FOUNDATION PLAN

THE ENGLAND II BASEPLAN  
RIVERCREST II LOT# 49  
NOTE: 9" OPTIONAL CONC. POURED FOUNDATION WALLS PER FRED

NOTE: ALL CONC. WALLS TO BE 10" THICK UNLESS NOTED.

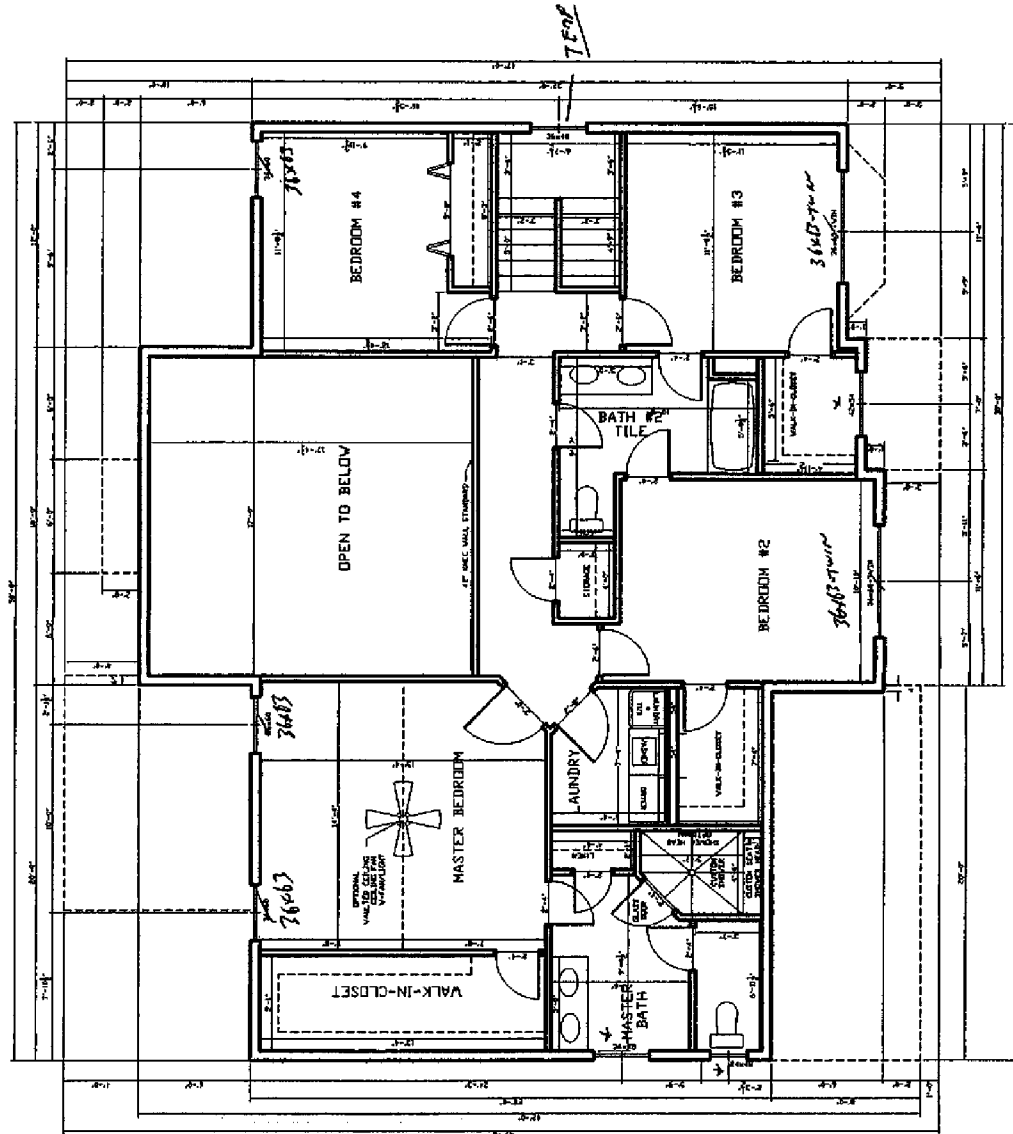
GARAGE LEFT  
SCALE: 1/4"=1'-0"



# FIRST FLOOR PLAN

THE ENGLAND II BASEPLAN  
RIVERCREST II LOT# 49  
FIRST FLOOR 1365 SQ. FT.

GARAGE LEFT  
SCALE: 1/4"=1'-0"



NOTE: ALL EXTERIOR WALL DIMENSIONS ARE 6' UNLESS NOTED.  
ALL INTERIOR WALL DIMENSIONS ARE 3-1/2' UNLESS NOTED.

# SECOND FLOOR PLAN

GARAGE LEFT  
SCALE: 1/4"=1'-0"

THE ENGLAND II BASEPLAN  
RIVERCREST II LOT# 49  
SECOND FLOOR: 1273 SQ. FT.

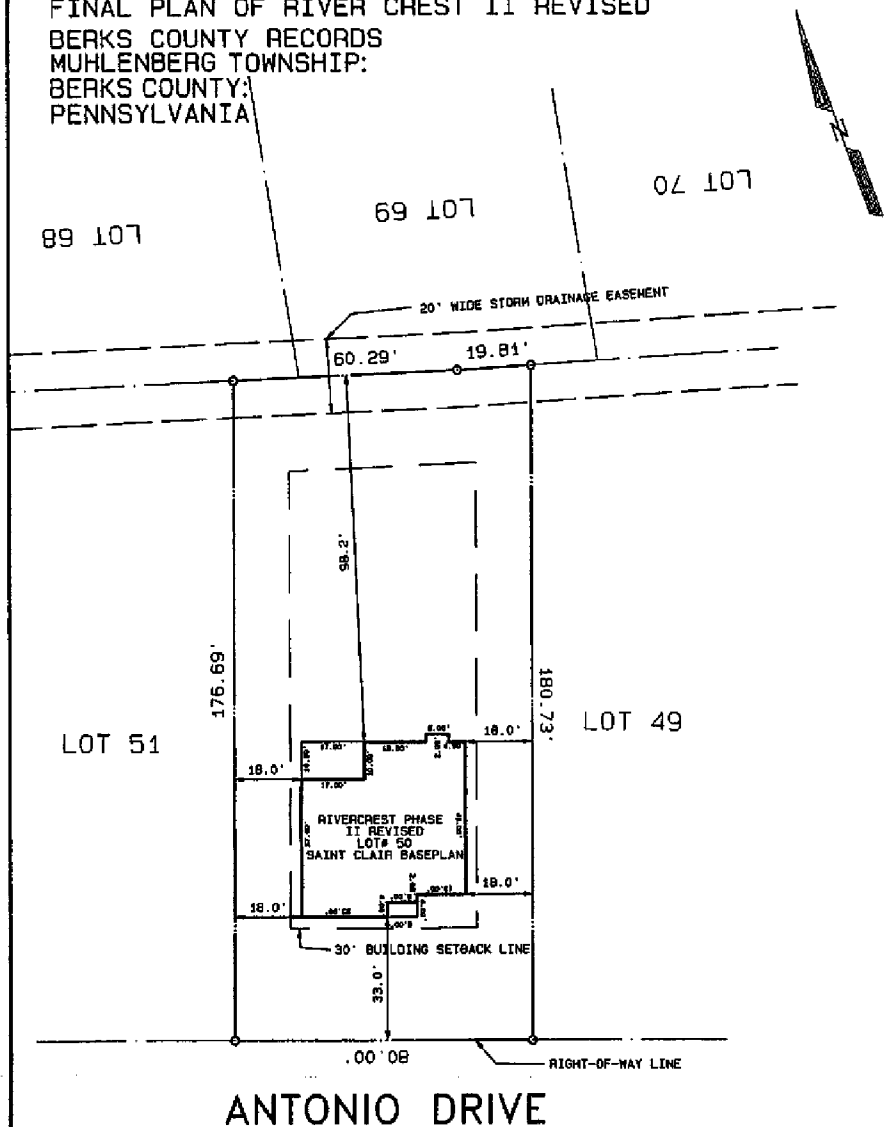


**RC 49**

|  |                      |
|--|----------------------|
| Date: 12.7.21  |                      |
| England II Base Plan   | \$ 368,900.00        |
| Lot Premium  | \$ 15,000.00         |
| Walk out basement  | \$ 5,000.00          |
| 9 ft Basement walls  | \$ 3,500.00          |
| 1 door garage arches   | \$ 900.00            |
| Composite Deck 12x12 144 sq ft @ \$38/ sf (steps not included) | \$ 5,472.00          |
| First Floor vinyl  | included             |
| Sunroom  | \$ 15,900.00         |
| Additional Kitchen allowance                                   | \$ 3,500.00          |
| Granite  | \$ 6,000.00          |
| Tray ceiling in Dining Room                                    | included             |
| Fireplace  | \$ 3,800.00          |
| Fireplace stone surround                                       | \$ 2,500.00          |
| 3 transom in family room                                       | \$ 2,400.00          |
| Jack and Jill main hall bath                                   | \$ 1,000.00          |
| Tile shower master bath  | \$ 9,000.00          |
| Vaulted ceiling in master bedroom                              | \$ 2,600.00          |
| Paint package  | \$ 7,000.00          |
| <b>TOTAL price for house</b>                                   |                      |
|  | <b>\$ 452,472.00</b> |
| Allowances:  |                      |
| Kitchen= \$7000.00 2x4 Island Included                         |                      |
| lights=1200.00   |                      |
| appliances w-microwave=1500.00                                 |                      |
| <b>Builder Discount</b>  | <b>\$ (3,572.00)</b> |
| <b>Total price minus stimulus discount</b>                     | <b>\$ 448,900.00</b> |

## PROPOSED DWELLING

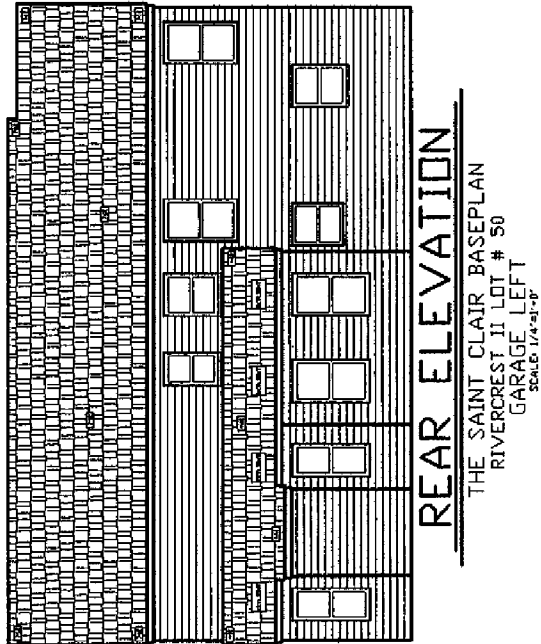
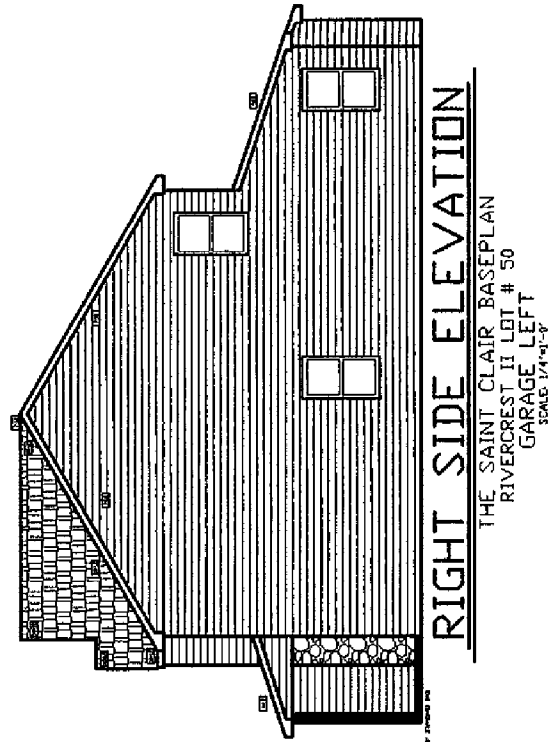
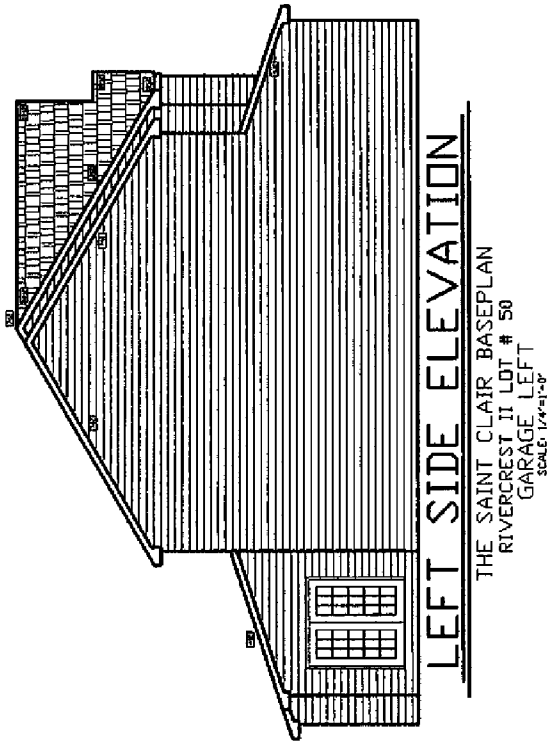
FINAL PLAN OF RIVER CREST II REVISED  
BERKS COUNTY RECORDS  
MUHLENBERG TOWNSHIP:  
BERKS COUNTY:  
PENNSYLVANIA

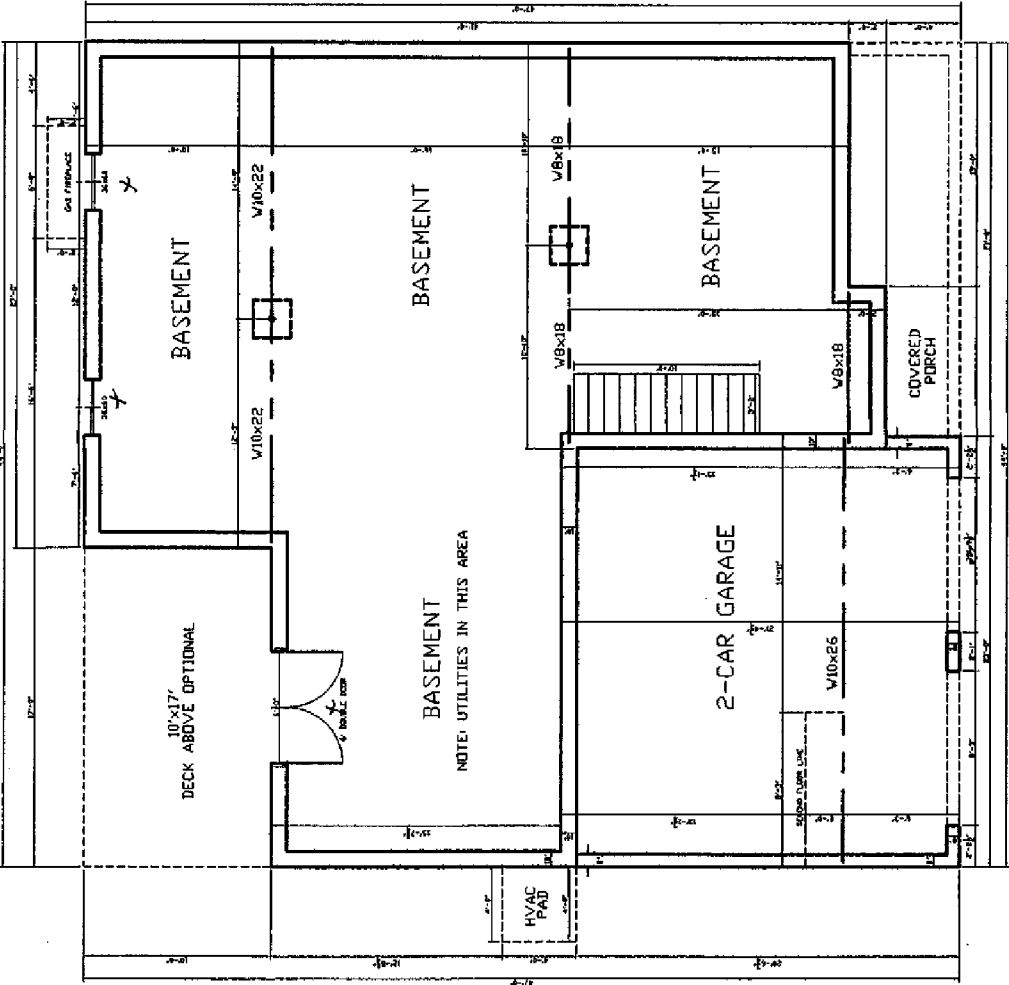


THE INFORMATION SHOWN ON THIS PLAT IS FOR THE MERE PURPOSE OF SHOWING THE PROPOSED LOCATION OF AN IMPROVEMENT UPON THE INDICATED LOT OR PROPERTY. THIS INFORMATION DOES NOT REPRESENT AN ACTUAL BOUNDARY SURVEY OF THE ENTIRE PREMISES AND THEREFORE SHOULD NOT BE USED TO ESTABLISH OR REESTABLISH PROPERTY LINES OR TO ERECT ADDITIONAL IMPROVEMENTS, FENCES, ETC.

|              |  |      |       |  |  |  |  |       |  |  |  |  |  |          |  |  |  |  |  |      |  |  |  |  |  |        |  |  |  |  |
|--------------|--|------|-------|--|--|--|--|-------|--|--|--|--|--|----------|--|--|--|--|--|------|--|--|--|--|--|--------|--|--|--|--|
| LOT# 50-SPEC |  |      |       |  |  |  |  |       |  |  |  |  |  |          |  |  |  |  |  |      |  |  |  |  |  |        |  |  |  |  |
|              | <b>LAND SERVICE<br/>Company</b>  |      |       |  |  |  |  |       |  |  |  |  |  |          |  |  |  |  |  |      |  |  |  |  |  |        |  |  |  |  |
|              | 2213 QUARRY DRIVE<br>MEET LAKE, POWERSVILLE 29008<br>(810) 678-0025  |      |       |  |  |  |  |       |  |  |  |  |  |          |  |  |  |  |  |      |  |  |  |  |  |        |  |  |  |  |
|              | <table border="1"> <tr> <td>Draw</td> <td>check</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>9-1-8</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>10-29-81</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>DATE</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>1'-30'</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </table> | Draw | check |  |  |  |  | 9-1-8 |  |  |  |  |  | 10-29-81 |  |  |  |  |  | DATE |  |  |  |  |  | 1'-30' |  |  |  |  |
| Draw         | check  |      |       |  |  |  |  |       |  |  |  |  |  |          |  |  |  |  |  |      |  |  |  |  |  |        |  |  |  |  |
| 9-1-8        |  |      |       |  |  |  |  |       |  |  |  |  |  |          |  |  |  |  |  |      |  |  |  |  |  |        |  |  |  |  |
| 10-29-81     |  |      |       |  |  |  |  |       |  |  |  |  |  |          |  |  |  |  |  |      |  |  |  |  |  |        |  |  |  |  |
| DATE         |  |      |       |  |  |  |  |       |  |  |  |  |  |          |  |  |  |  |  |      |  |  |  |  |  |        |  |  |  |  |
| 1'-30'       |  |      |       |  |  |  |  |       |  |  |  |  |  |          |  |  |  |  |  |      |  |  |  |  |  |        |  |  |  |  |
|              | client<br>GRANITE CONSTRUCTION COMPANY   |      |       |  |  |  |  |       |  |  |  |  |  |          |  |  |  |  |  |      |  |  |  |  |  |        |  |  |  |  |

OFFICE  
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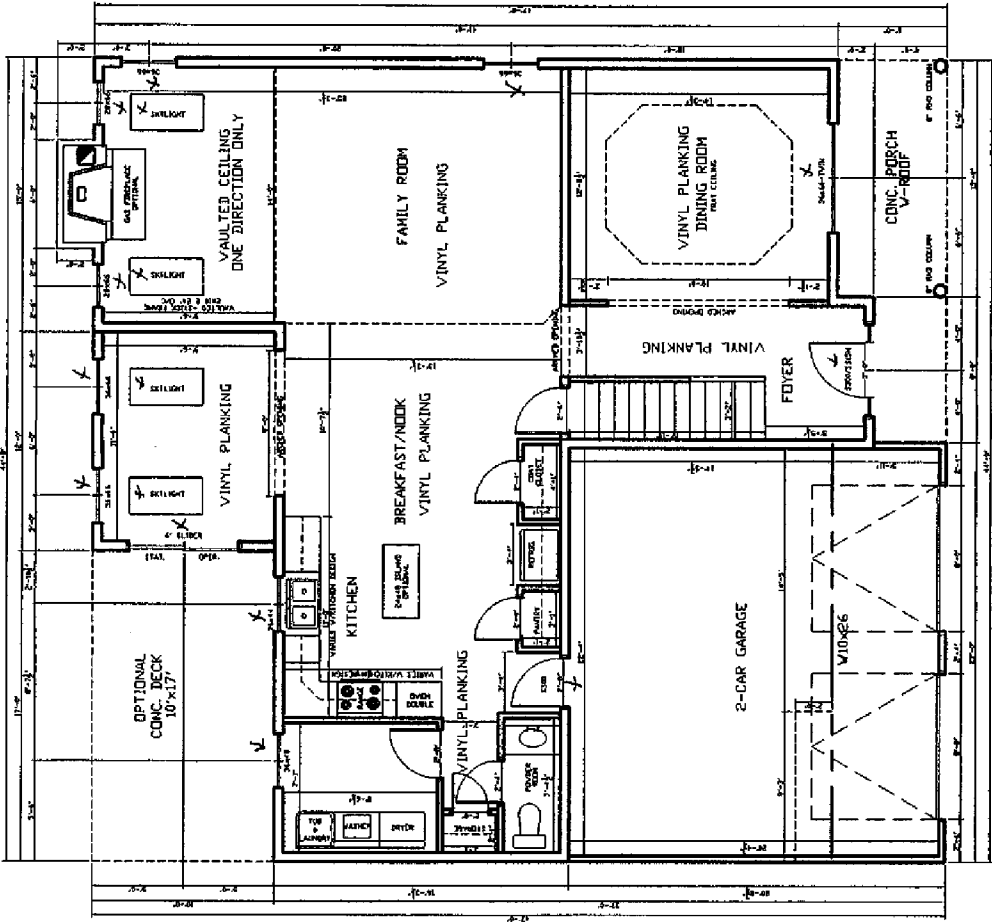
FOUNDATION FLOOR PLAN

THE SAINT CLAIR BASEPLAN  
RIVERCREST II LOT # 50

NOTE: 9' CONC. POURED FOUNDATION WALLS  
SCALE: 1/4"=1'-0"

GARAGE LEFT

NOTE: ALL CONC. WALLS TO BE 10" THICK UNLESS NOTED.

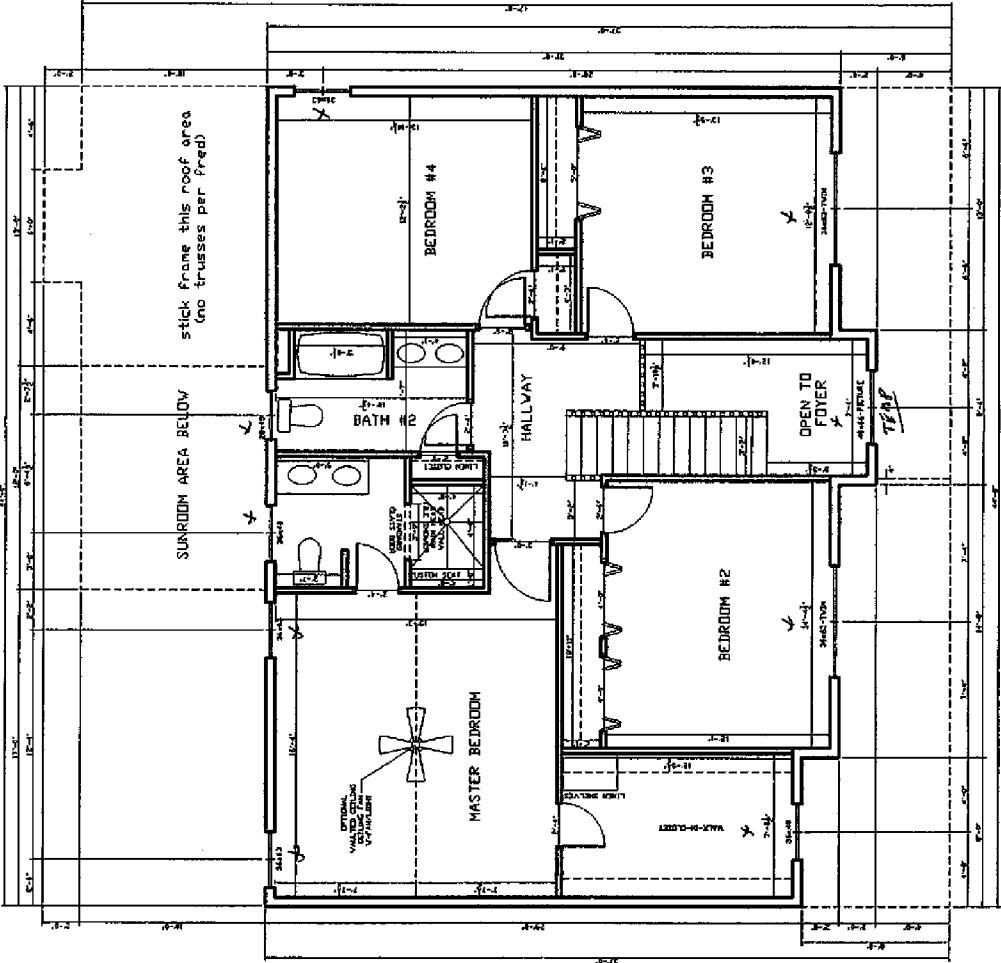


FIRST FLOOR PLAN

THE SAINT CLAIR BASEPLAN  
RIVERCREST II LOT # 50  
FIRST FLOOR: 1197 SQ. FT.  
NOTE: SUNROOM ADDITIONAL 120 SQ. FT.

NOTE: ALL EXTERIOR WALL DIMENSIONS ARE 6' UNLESS NOTED.  
ALL INTERIOR WALL DIMENSIONS ARE 3-1/2' UNLESS NOTED.

GARAGE LEFT  
SCALE: 1/4"=1'-0"



NOTE: ALL EXTERIOR WALL DIMENSIONS ARE 6" UNLESS NOTED.  
ALL INTERIOR WALL DIMENSIONS ARE 3-1/2" UNLESS NOTED.

## SECOND FLOOR PLAN

THE SAINT CLAIR BASEPLAN  
RIVERCREST II LOT # 50  
SECOND FLOOR: 1254 SQ. FT.

GARAGE LEFT  
SCALE: 1/4"=1'-0"

# RIVERCREST PHASE II REVISED

## OPERATION AND MAINTENANCE AGREEMENT

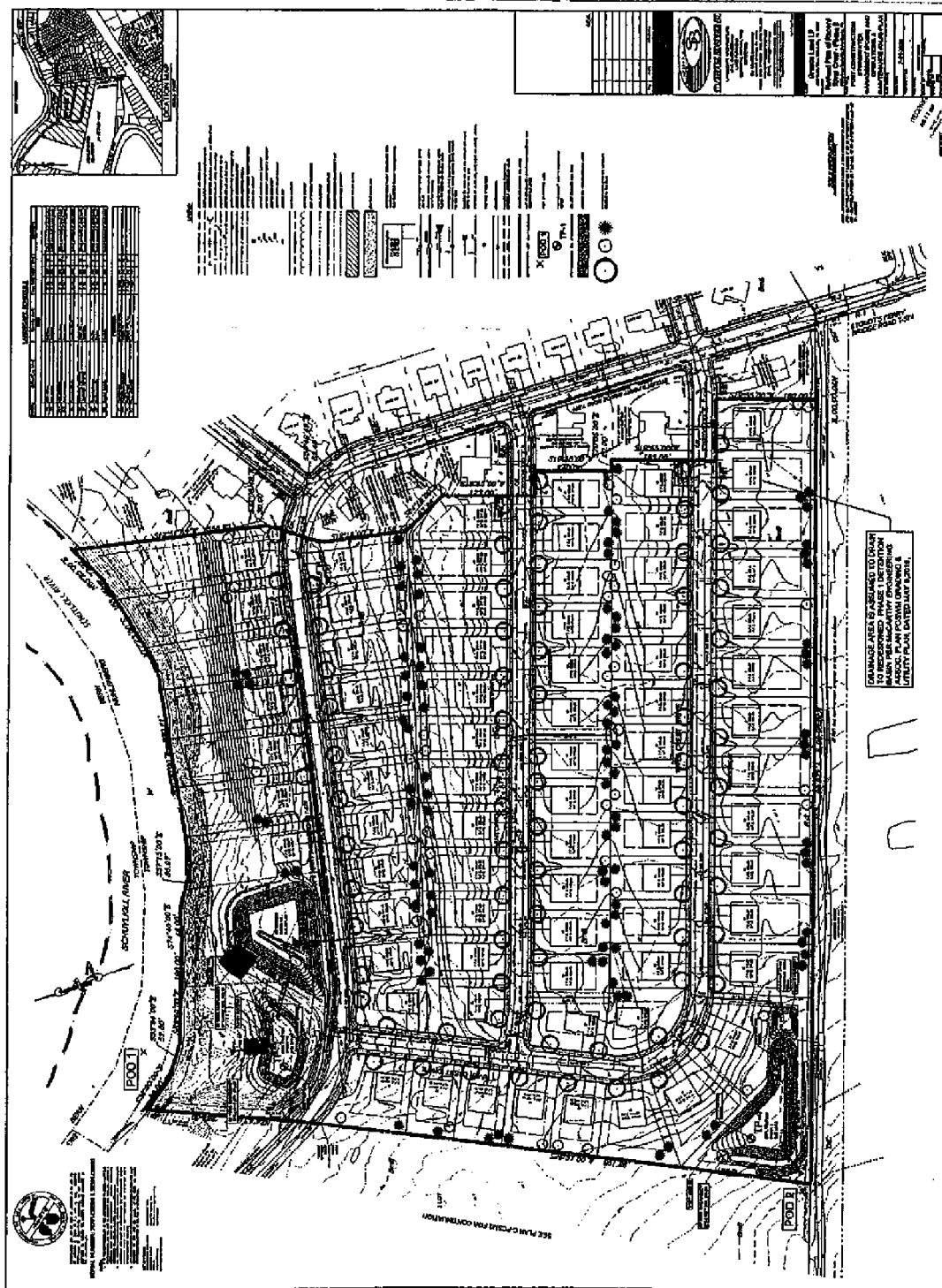
### Phase 2

#### EXHIBIT "F"

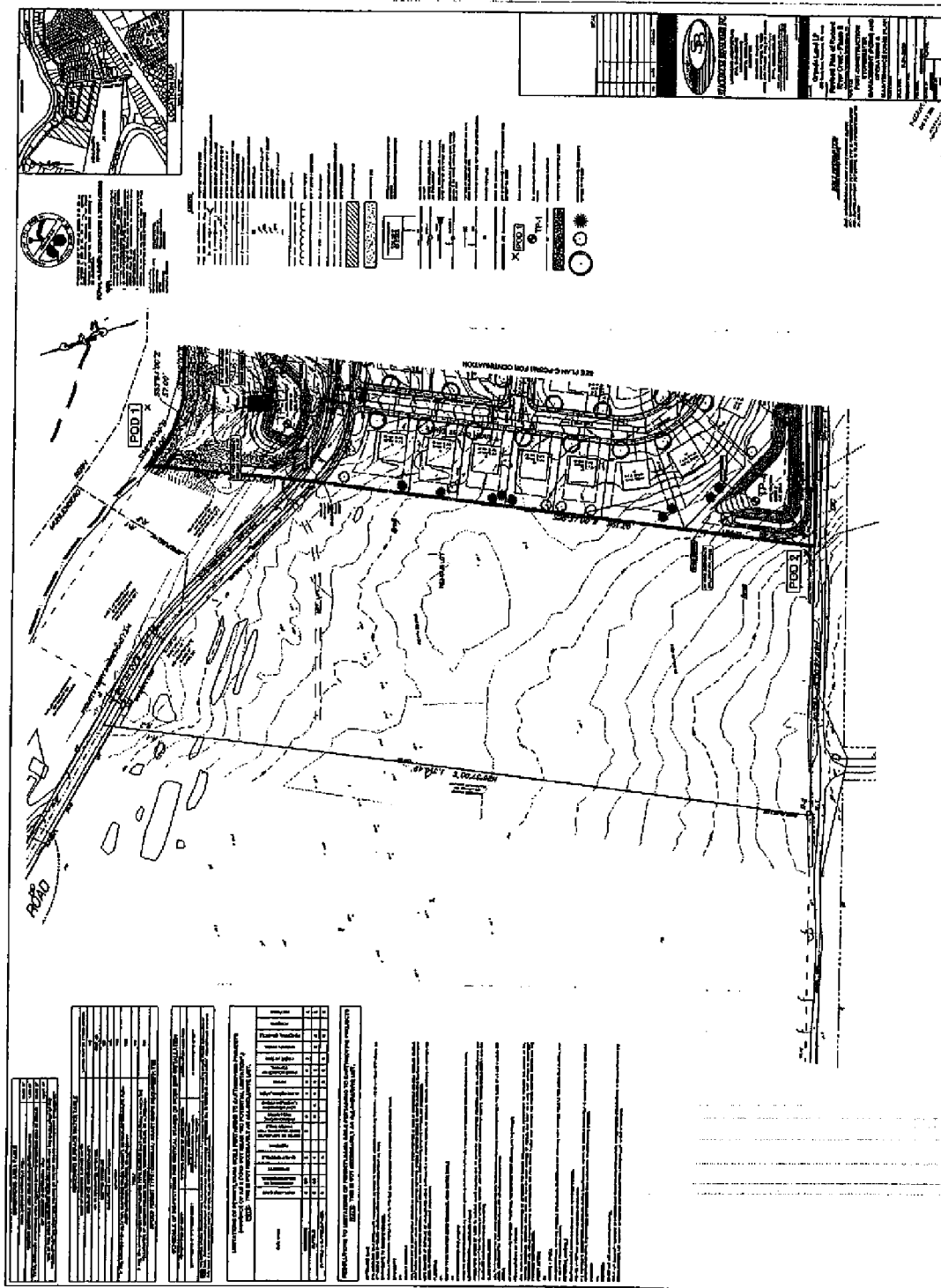
The purpose of this instrument is to provide notice and to ensure the operation and maintenance, and necessary access for operation and maintenance of the PCSM BMP's on the property and to prevent the use or development of the property in any manor that may impair or conflict with the long term operation and maintenance of the BMP's.

The long term operation and maintenance of the PCSM BMP'S is a covenant that runs with the land that is binding upon and enforceable by subsequent grantees.

The BMP's requiring long term operation and maintenance are shown on the Post Construction Management and Operations and Maintenance Plan prepared by Stackhouse Bensinger, Inc. Sheets 1-5, last dated 1-28-2021.









## EXHIBIT F

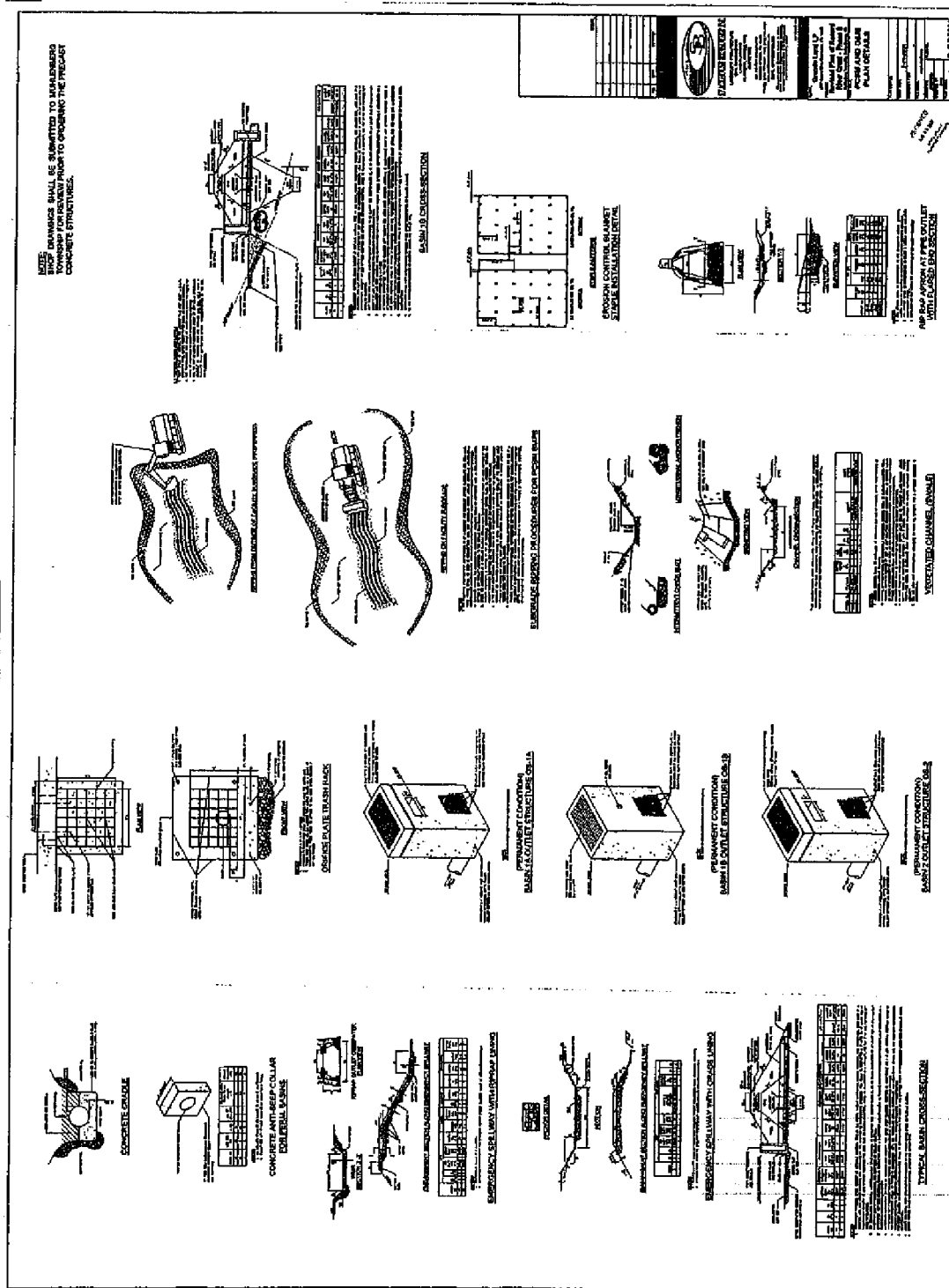
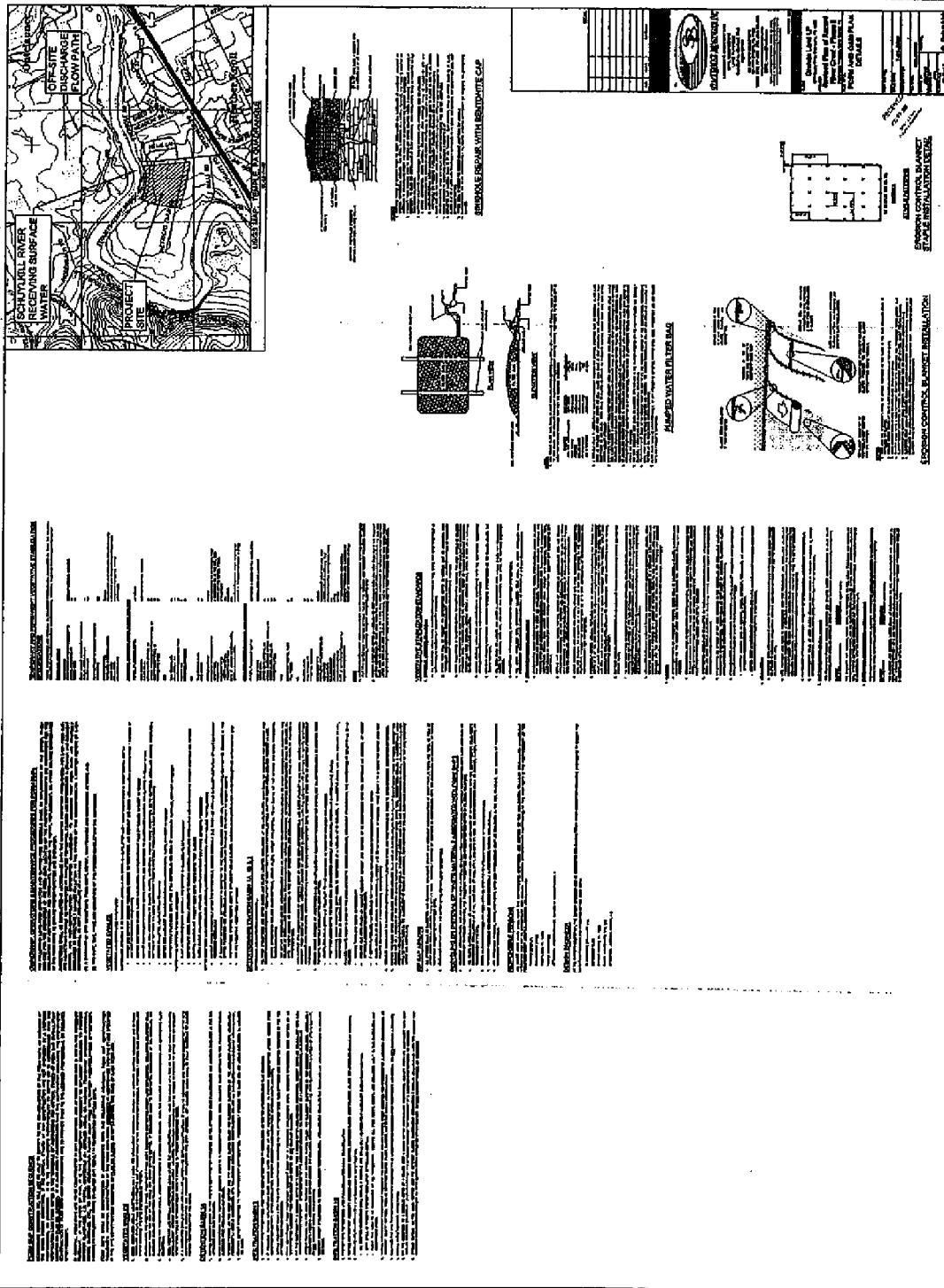


EXHIBIT F



**BYLAWS  
OF  
RIVERCREST COMMUNITY ASSOCIATION**

**ARTICLE I -  
INTRODUCTORY PROVISIONS**

1. Applicability. These Bylaws provide for the governance of Rivercrest Community Association (the "Association") created pursuant to the Declaration made by FIORINO GRANDE (the "Declarant"), filed in the Office of the Recorder of Deeds of Berks County, Pennsylvania in Deed Book \_\_\_\_\_, Page \_\_\_\_\_.

2. Definitions. Capitalized terms used herein without definition shall have the meanings specified for such terms in the Declaration to which these Bylaws pertain, except as otherwise provided herein. The term "Member" as used herein shall mean a Unit Owner as defined in the Declaration, including the Declarant for so long as the Declarant owns a Unit in the Community.

3. Compliance. Every Member of the Association shall comply with these Bylaws.

**ARTICLE II - OFFICES**

1. Registered Office. The registered office of the Association shall be 2213 Quarry Drive, Reading, Pennsylvania, 19609, until otherwise established by an amendment of the Articles of Incorporation or by the Executive Board and a record of such change is filed with the Department of State in the manner provided by law.

2. Other Offices. The Association may also have offices at such other places within or without the Commonwealth of Pennsylvania as the Executive Board may from time to time appoint or the business of the Association may require.

**ARTICLE III – RESERVED**

**ARTICLE IV - MEETINGS OF MEMBERS**

1. Membership. Every Unit Owner of a Unit, including the Declarant, shall be a Member of the Association. Memberships in the Association shall not be assignable, except by transfer of title, and every membership in the Association shall be appurtenant to and may not be separated from the fee ownership of such Unit. Ownership of such Unit shall be the sole qualification for membership in the Association.

2. Place of Meeting. Meetings of the Members shall be held at the executive office of the Association or at such other place or places, either within or without the Commonwealth of Pennsylvania, as may from time to time be fixed by the Executive Board.

3. Annual Meeting. The Executive Board may fix the date and time of the annual

meeting of the Members, but if no such date and time is fixed by the Executive Board, the meeting for any calendar year shall be held during the month of December in such year, when the Members shall elect an Executive Board and transact such other business as may properly be brought before the meeting. If the annual meeting shall not be called and held within six (6) months after the designated time, any Member may call such meeting.

4. Special Meetings. Special meetings of the Members may be called at any time by the President, or the Executive Board, or upon written request of the Members who are entitled to cast at least twenty-five percent (25%) of the votes which all Members are entitled to cast at the particular meeting. At any time, upon written request of any person who has called a special meeting, it shall be the duty of the Secretary to fix the time of the meeting, which shall be held not more than sixty (60) days after the receipt of the request. If the Secretary shall neglect or refuse to fix the time of the meeting, the person or persons calling the meeting may do so. Business transacted at all special meetings shall be confined to the objects stated in the call and matters germane thereto, unless consented to in person or by proxy by twenty-five percent (25%) of all Members entitled to attend or vote at such meeting.

5. Method of Voting. Questions to be submitted to Members may be decided at a meeting, by valid vote by mail, by an electronic voting method which permits the voting party to be verified, or by any other reasonable means determined by the Executive Board. The Executive Board shall determine, by resolution, the method of voting and give notice thereof as provided herein. Elections for Directors need not be by secret written ballot, except upon demand made by a Member at the election and before the voting begins.

6. Notice of Meetings.

(a) Written notice of every meeting of the Members, stating the time, place and object thereof, shall be given by, or at the direction of, the Secretary or other authorized person to each Member of record entitled to vote at the meeting, at least ten (10) days prior to the day named for a meeting called to consider a fundamental change under Chapter 59 of the Pennsylvania Nonprofit Corporation Law 15 Pa. C.S. § 5901, *et seq.*, (relating to fundamental changes) or five (5) days prior to the day named for the meeting in any other case unless a greater period of notice is required by statute or the Declaration in a particular case, and in no event more than sixty (60) days prior to the day named for the meeting. If the Secretary or other authorized person shall neglect or refuse to give notice of the meeting, the person or persons calling the meeting may do so.

(b) Notice as provided for in these Bylaws shall be addressed to Members at each Member's respective Unit or at such other address as any such Member may from time to time specify in writing to the Association's Secretary. Notices to co-owners shall be addressed to all but need only be sent to one address.

7. Quorum. A meeting of Members duly called shall not be organized for the transaction of business unless a quorum is present. The presence at the meeting of Members entitled to cast, or of proxies to cast, fifteen percent (15%) of the votes of all Members who are entitled to vote shall constitute a quorum for any action, except as otherwise provided in the Declaration, the Articles of Incorporation or by statute. The acts at a duly organized meeting of Members present

entitled to cast at least a majority of the votes which all Members present and voting are entitled to cast shall be the acts of the Members. The Members present at a duly organized meeting can continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum. If a meeting cannot be organized because a quorum has not attended, those present may, except as otherwise provided by statute, adjourn the meeting to such time and place as they may determine; but in the case of any meeting called for the election of Directors, those who attend the second of such adjourned meetings, although less than a quorum, shall nevertheless constitute a quorum for the purpose of electing Directors. In the case of any meeting called for any other purpose, those who attend the second of such adjourned meetings, although less than a quorum, shall nevertheless constitute a quorum for the purpose of acting upon any resolution or other matter set forth in the notice of the meeting, if written notice of such second adjourned meeting, stating that those Members who attend shall constitute a quorum for the purpose of acting upon such resolution or other matter, is given to each Member of record entitled to vote at such second adjourned meeting at least ten (10) days prior to the day named for the second adjourning meeting.

8. Action by Consent. Any action which may be taken at a meeting of the Members may be taken without a meeting if a consent or consents in writing, setting forth the action so taken, shall be signed by all of the Members who would be entitled to vote at a meeting for such purpose and shall be filed with the Secretary of the Association.

9. Voting Rights. Every Member of the Association shall be entitled to one (1) vote for each Unit in which they hold the interest required for membership. When more than one person holds such interest or interests in any Unit, ("co-owner"), all such co-owners shall be Members and may attend any meetings of the Association, but only one such co-owner shall be entitled to exercise the vote to which the Unit is entitled. If co-owners cannot agree, then they shall be counted toward the quorum, but their vote shall not be counted. No Member shall sell such Member's vote or issue a proxy for money or anything of value. Upon request of a Member, the books or records of membership shall be produced at any regular or special meeting of the Association. If at any meeting the right of a person to vote is challenged, the presiding officer shall require the books or records to be produced as evidence of the right of the person challenged to vote, and all persons who appear by the books or records to be Members entitled to vote may vote. The right of a Member to vote, and the Member's right, title and interest in or to the Association or its Property, shall cease on the termination of the Member's membership.

10. Proxies. At all meetings of Members, each Member may vote in person, by mailed ballot or by proxy. All proxies shall be in writing and filed with the Secretary prior to the time of the meeting. Proxies may be given only to another authorized representative of the Unit Owner. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of the Member's Unit, or upon receipt of written notice by the Association of the death or judicially declared incompetence of the grantor of the proxy.

11. Judges of Election. In advance of any meeting of Members, the Executive Board may appoint judges of election, who need not be Members, to act at such meeting or any adjournment thereof. If judges of election are not so appointed, the presiding officer of any such meeting may, and on the request of any Member shall, make such appointment at the meeting. The

number of judges shall be one (1) or three (3). No person who is a candidate for office shall act as a judge.

## ARTICLE V - EXECUTIVE BOARD

1. Number. The business and affairs of the Association shall be managed by its Executive Board, three (3) in number, who shall be natural persons of full age. Members of the Executive Board shall be referred to in these Bylaws as "Directors". Until such time as the provisions of Article V, section 3(b) below are effective, the Executive Board shall consist of appointed Directors and elected Directors, as more particularly described in sections 2 and 3 of this Article.

2. Appointed Board. The Executive Board shall initially consist of appointed Directors who have been appointed by the Declarant. Appointed Directors shall serve at the pleasure of the Declarant and may be removed and replaced by the Declarant at any time and from time to time at the Declarant's sole discretion. Appointed Directors need not be Members of the Association.

### REVIEW DECLARATION (DECLARANTS RIGHTS) AND REVISE ACCORDINGLY:

3. Elected Board.

(a) Not later than sixty days after the conveyance of twenty-five percent (25%) of the total number of Units which may be constructed within the Community to Unit Owners other than Declarant, the Executive Board shall cause a meeting of the Members to be called for the purpose of electing one (1) elected Director and the Declarant shall simultaneously remove one (1) appointed Director from the Executive Board. Continuing thereafter until such time as the provisions of Article V, section 3(b) below are effective, the Executive Board shall consist of two (2) appointed Directors and one (1) elected Director. The two (2) appointed Directors shall be appointed by the Declarant for a term of one (1) year, and the one (1) elected Director shall be elected by the Members at each annual meeting for a term of one (1) year.

(b) Not later than the earlier of (i) seven (7) years after the date of recording of this Declaration, or (ii) sixty (60) days after seventy-five percent (75%) of the total number of Units have been conveyed to Unit Owners other than the Declarant or Builder, the Executive Board shall cause a meeting of the Members to be called for the purpose of accepting the resignations of all Directors on the Executive Board and filling the two (2) appointed seats on the Executive Board with elected Directors. At the first such election of three (3) elected Directors, the Member receiving the highest number of votes shall serve for a term of three (3) years; the Member receiving the next highest number of votes shall serve for a term of two (2) years; and the Member receiving the next highest number of votes shall serve for a term of one (1) year. Each Director elected thereafter shall be elected for a term of three (3) years and shall serve until such Director's successor shall be elected and shall qualify.

(c) Elected Directors shall be Members of the Association.

4. Meetings, Generally. The meetings of the Executive Board may be held at such



times and at such place or places within this Commonwealth or elsewhere as a majority of the Directors may from time to time appoint, or as may be designated in the notice calling the meeting.

5. Regular Meetings. Regular meetings of the Executive Board shall be held without notice immediately following the annual meeting of the Members in each year at the executive office of the Association, or at such other time and place as shall be determined by the Executive Board. In no event shall more than three hundred ninety (390) days elapse between regular meetings.

6. Special Meetings. Special meetings of the Executive Board shall be held when called by the President of the Association, or by a majority of the Executive Board.

7. Notice.

(a) Notice of every special meeting of the Executive Board shall be given to each Director by telephone or in writing at least 24 hours (in the case of notice by telephone, facsimile transmission, e-mail or other electronic communication) or 48 hours (in the case of notice by courier service or express mail), or five (5) days (in the case of notice by first class mail) before the time at which the meeting is to be held. Every such notice shall state the time and place of the meeting. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Executive Board need be specified in a notice of a meeting.

(b) Before or at any meeting of the Executive Board, any Director may, in writing, waive notice of such meeting, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any such meeting shall be a waiver of notice by such Director of the time and place thereof unless such attendance is solely for the purpose of objecting to the notice given. If all of the Directors then serving on the Executive Board are present at any meeting thereof, no notice shall be required and business may be transacted at such meeting unless one or more of the Directors are attending solely for the purpose of objecting to the notice given.

8. Quorum. A majority of the Directors in office shall be necessary to constitute a quorum for the transaction of business, and the acts of a majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Executive Board.

9. Effects of Presence. Any Director present at any meeting shall be deemed to have assented to any action taken at such meeting unless such Director's dissent is entered in the minutes or unless such Director's written dissent is filed with the Secretary at or immediately following the adjournment thereof, provided that no Director may dissent from any action from which such Director voted in favor at the meeting.

10. Action by Written Consent. Any action which may be taken at a meeting of the Directors may be taken without a meeting if a consent or consents in writing, setting forth the action so taken, shall be signed by all of the Directors in office and shall be filed with the Secretary of the Association.

11. Committees. The Executive Board may, by resolution adopted by a majority of the

Directors in office, establish one or more committees to consist of one or more Directors of the Association. Any such committee, to the extent provided in the resolution of the Executive Board or in the Bylaws, shall have and may exercise all of the powers and authority of the Executive Board, except that a committee shall not have any power or authority as to the following:

- (a) The submission to Members of any action required by statute to be submitted to the Members for their approval;
- (b) The creation or filling of vacancies in the Executive Board;
- (c) The adoption, amendment or repeal of these Bylaws and/or the Declaration;
- (d) The amendment or repeal of any resolution of the Executive Board that by its terms is amendable or repealable only by the Executive Board; or
- (e) Action on matters committed by these Bylaws or a resolution of the Executive Board exclusively to another committee of the Board.

Each committee of the Executive Board shall serve at the pleasure of the Executive Board, and its members shall be indemnified from liability to the extent hereinafter afforded the Directors of the Association pursuant to Article XVI.

12. Alternate Committee Members. The Executive Board may designate one or more Directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of a member of a committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not such member or members constitute a quorum, may unanimously appoint another Director to act at the meeting in the place of any absent or disqualified member.

13. Removal.

(a) The entire Executive Board or any individual Director may be removed from office without assigning any cause by the vote of Members entitled to cast at least a majority of the votes which all Members present would be entitled to cast at any annual or other regular election of the Directors. In case the Executive Board or any one or more Directors are so removed, new Directors may be elected at the same meeting.

(b) The unexcused absence of any Director from three (3) consecutive regular meetings of the Executive Board shall be deemed a resignation.

(c) The Executive Board may declare vacant the office of a Director if the individual is declared of unsound mind by an order of court or is convicted of a felony, or if within sixty (60) days after notice of selection the individual does not accept such office, either in writing or by attending a meeting of the Executive Board, and fulfill such other requirements of qualification as the Bylaws may specify.

14. No Compensation. No Director shall be compensated by the Association for acting as such.

15. Rules of Order. When not otherwise provided herein, the Executive Board and the Association shall conduct their respective business in accordance with Robert's Rules of Order, or such other rules as it may adopt from time to time for such purpose.

16. Members' Right to Attend Meetings. Members shall have no right to attend meetings of the Executive Board, but the Executive Board may, in its sole discretion, elect to allow Members to attend a particular meeting or meetings, and shall post or cause to be posted a notice of such meeting in such places as it thinks appropriate at least ten (10) days prior to such meeting; provided, however, that the failure to give such notice shall neither invalidate any actions taken at said meeting or impose any liability on the Executive Board, the Association or any of its officers or servants for failure to give such notice.

17. Consent. Whenever any provision of the Declaration, these Bylaws or the Rules and Regulations shall require permission of the Executive Board, such permission shall consist of a written statement setting forth the action or activity for which such permission is granted, signed by at least a majority of the Executive Board who shall have been authorized to sign such permission on behalf of the Board by a vote thereof. This action or activity for which permission is granted shall be noted by the Secretary in the records of the Executive Board.

## ARTICLE VI - NOMINATION AND ELECTION OF DIRECTORS

1. Nomination. Nominations for election to the Executive Board may be made from the floor at the annual meeting of the Members, as well as solicited by reasonable means from the Members prior to the annual meeting. Nomination for election to the Executive Board may also be made by a Nominating Committee. The Nominating Committee, if any, shall consist of a Chairman, who shall be a member of the Executive Board, and two (2) or more Members of the Association. The Nominating Committee, if any, shall be appointed by the Executive Board prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting, and such appointment shall be announced at each annual meeting. The Nominating Committee, if any, shall make as many nominations for election to the Executive Board as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.

2. Election. Elections for Directors need not be by secret written ballot, except upon demand made by a Member at the election and before the voting begins. At such election, the Members may cast, in person, by mailed ballot or by proxy, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected.

## ARTICLE VII -

## POWERS AND DUTIES OF THE EXECUTIVE BOARD

1. Powers. The Executive Board shall have power to:

(a) establish uniform Rules and Regulations governing the use of the Common Facilities and Units, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights of a Member during any period in which such Member shall be in default in the payment of any annual Assessments, Limited Common Assessment and/or Special Assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed ninety (90) days for infraction of published Rules and Regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws or by the Declaration, the Articles of Incorporation or by statute;

(d) declare the office of a Director of the Executive Board to be vacant in the event such Director shall be absent from three (3) consecutive regular meetings of the Executive Board;

(e) commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of the Declaration, these Bylaws or the Rules and Regulations, and to enforce, by mandatory injunction or otherwise, all of the provisions thereof;

(f) contract and pay for, or otherwise provide for, the services of architects, engineers, attorneys, accountants and such other professional services as the Association Board deems necessary or desirable, as well as contracting for and procuring landscaping, snow removal, maintenance and other services for the benefit of Unit Owners and the Association which the Board deems necessary or desirable;

(g) maintain Directors and officers liability insurance, if available, and delegate its powers to Directors, officers, committees and employees of the Association;

(h) employ or contract with a professional manager to perform all or any part of the duties and responsibilities of the Association. Any such agreement shall be for a term not in excess of two (2) years, subject to cancellation by the Association for cause at any time upon not less than thirty (30) days' written notice, and renewable by agreement of the parties for successive one (1)-year periods;

(i) pay for, or otherwise provide for, any taxes that may be due and take any and all action to recover for loss sustained by casualty, condemnation or otherwise;

(j) pay and discharge any and all liens from time to time placed or imposed upon any portion of the Common Facilities on account of any work done or performed for the

Association in the fulfillment of any of its obligations and duties of maintenance, repair, operation or administration; and

(k) perform such other duties and acts necessary to conduct the business of the Association.

2. It shall be the duty of the Executive Board to:

(a) cause to be kept a complete record of all of its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting, when such statement is requested in writing by twenty-five percent (25%) of the Members who are entitled to vote;

(b) supervise all officers, agents and employees of the Association, and to see that their duties are properly performed;

(c) fix the amount of the annual Assessments as more fully provided in the Declaration;

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any annual Assessments, Limited Common Assessment and/or Special Assessment has been paid. A reasonable charge may be made by the Executive Board for the issuance of these certificates. If a certificate states an annual Assessments, Limited Common Assessment and/or Special Assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on Property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause the Common Facilities to be maintained;

(h) adopt and follow procedures for adoption and publication of Executive Board resolutions and Rules and Regulations;

(i) keep a complete record of all resolutions of the Executive Board and make such records available for inspection by any Member after reasonable notice;

(j) designate depositories for Association funds, designate those officers, agents and employees who shall have authority to withdraw funds from such accounts on behalf of the Association, and cause such persons to be bonded, as it may deem appropriate;

(k) appoint such committees as it shall deem necessary to carry out its powers and duties;

(l) establish late charges for failure to pay annual Assessments, Limited Common Assessment and/or Special Assessment on a timely basis; and

(m) establish and assess fines for non-compliance with Rules and Regulations adopted by the Association.

## ARTICLE VIII - OFFICERS

1. Enumeration of Offices. The executive officers of the Association shall be elected by the Executive Board, and shall be a President, who shall at all times be a member of the Executive Board, a Secretary and Treasurer, and such other officers and assistant officers as the needs of the Association may require. The President and Secretary shall be natural persons of full age. The Treasurer, however, may be a corporation; but if a natural person, shall be of full age. The Executive Board may secure the fidelity of any or all such officers by bond or otherwise.

2. Election of Officers. The election of officers shall take place at the first meeting of the Executive Board following each annual meeting of the Members.

3. Multiple Offices. Until such time as the provisions of Article V, section 3(b) above are effective, any person may simultaneously hold multiple offices. Thereafter, the offices of Secretary and Treasurer may be held by the same person, but no person shall simultaneously hold more than one of any of the other offices, except in the case of special offices created pursuant to section 1 of this Article.

4. Term. The officers of the Association shall be elected annually by the Executive Board and shall each hold office for a term of one (1) year unless such officer shall sooner resign or shall be removed or otherwise disqualified to serve.

5. Duties. The officers shall have such authority and shall perform such duties as are provided by these Bylaws and as shall from time to time be prescribed by the Executive Board. The duties of the officers are as follows:

(a) President. The President shall be the chief executive officer of the Association, shall preside at all meetings of the Members and Executive Board, shall determine the order of business and shall have the authority to establish rules for the conduct of the meeting; shall have general and active management of the affairs of the Association and shall see that all orders and resolutions of the Executive Board are carried into effect, subject, however, to the right of the Directors to delegate any specific powers, except such as may be by statute exclusively conferred on the President, to any other officer or officers of the Association. The President shall execute bonds, mortgages, leases, deeds and other written instruments and documents. The President shall be EX-OFFICIO a member of all committees, and shall have the general powers and duties of supervision and management usually vested in the office of President. The President shall execute, certify and record amendments to the Declaration.

(b) Vice President. The Vice President, if any, shall act in all cases for and as the President in the latter's absence, inability or refusal to act, and shall perform such other duties as

may be required from time to time by the Executive Board.

(c) Secretary. The Secretary shall attend all sessions of the Executive Board and all meetings of the Members and act as clerk thereof, and record all the votes of the Association and the minutes of all its transactions in a book to be kept for that purpose, and shall perform like duties for all committees of the Executive Board when required. The Secretary shall give, or cause to be given, notice of all meetings of the Members and of the Executive Board, and shall perform such other duties as may be prescribed by the Executive Board or President, under whose supervision the Secretary shall be. The Secretary shall execute, certify and record amendments to the Declaration.

(d) Treasurer. The Treasurer shall have custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association, and shall keep the moneys of the Association in a separate account to the credit of the Association. The Treasurer shall disburse the funds of the Association as may be ordered by the Executive Board, taking proper vouchers for such disbursements, and shall render to the President and Directors, at the regular meetings of the Executive Board or whenever they may require it, an account of all of the transactions of the Treasurer and of the financial condition of the Association. The Treasurer shall cause an annual audit, compilation or review of the Association books to be made by a public accountant at the completion of each fiscal year.

6. Delegation of Duties to a Manager. Certain specific duties of the Secretary and Treasurer of the Association may be designated by the Executive Board to a manager designated by the Board.

7. Compensation. The compensation, if any, of officers shall be fixed by the Executive Board.

8. Execution of Instruments. No note, mortgage, evidence of indebtedness, contract or other document, or any assignment or endorsement thereof, shall be binding upon the Association unless entered into on its behalf and signed by the President or a Vice-President of the Association and the Secretary or an Assistant Secretary or Treasurer or an Assistant Treasurer of the Association; provided, however, that the Executive Board may authorize the manager, if any, or specified employees of the manager to execute checks and other documents without the signature of an Association officer, subject to such conditions and limitations as may from time to time be imposed by the Executive Board.

## ARTICLE IX - VACANCIES

1. If the office of any officer or agent, one or more, becomes vacant for any reason, the Executive Board may choose a successor or successors, who shall hold office for the unexpired term in respect of which such vacancy occurred.

2. Any officer or agent may be removed from office with or without cause by the Executive Board by an affirmative vote of the majority of the entire Executive Board whenever in its judgment the best interests of the Association will be served thereby. Any officer may resign at any time giving written notice to the Executive Board, the President or the Secretary. Such

resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

3. Vacancies in the Executive Board, including vacancies resulting from an increase in the number of Directors, the death, resignation or removal of a Director, shall, except as otherwise specifically provided at Article V, section 13(a) above, be filled by a majority of the remaining members of the Executive Board, though less than a quorum, and each person so elected shall be a Director to serve for the unexpired term in respect of which such vacancy occurred, except that any vacancy occurring as a result of the death, resignation or removal of an appointed Director shall, until such time as the provisions of Article V, section 3(b) above are effective, be filled by appointment by the Declarant.

#### ARTICLE X- BOOKS AND RECORDS

1. The Association shall keep minutes of the proceedings of the Members, the Executive Board and any other body, and a membership register, giving the names and addresses of all Members and other details of the membership of each. The Association shall also keep appropriate, complete and accurate books or records of account. The records provided for herein shall be kept at either the registered office of the Association in this Commonwealth or at its principal place of business wherever situated.

2. Every Member shall, upon written verified demand stating the purpose thereof, have a right to examine, in person or by agent or attorney, during the usual hours for business for any proper purpose, the membership register, books and records of account, and records of the proceedings of the Members, Executive Board and any other body, and to make copies or extracts therefrom at reasonable cost. The Declaration and the Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost. A proper purpose shall mean a purpose reasonably related to the interest of the person as a Member. In every instance where an attorney or other agent is the person who seeks the right of inspection, the demand shall be accompanied by a verified power of attorney or other writing that authorizes the attorney or other agent to so act on behalf of the Member. The demand shall be directed to the Association at its registered office in this Commonwealth or at its principal place of business wherever situated.

#### ARTICLE XI - MEMBERSHIP CERTIFICATES

Membership in the Association may be evidenced by certificates of membership, in which case they shall be in such form and style as the Executive Board may determine. The fact that the Association is a nonprofit corporation shall be noted conspicuously on the face of each certificate. They shall be signed by the President and by the Secretary.

#### ARTICLE XII -



## TRANSACTION OF BUSINESS

Whenever the lawful activities of the Association involve, among other things, the charging of fees or prices for its services or products, it shall have the right to receive such income and, in so doing, may make an incidental profit. All such incidental profits shall be applied to the maintenance and operation of the lawful activities of the Association, and in no case shall be divided or distributed in any manner whatsoever among the Members, Directors or officers of the Association.

## ARTICLE XIII - ANNUAL REPORT

1. The Executive Board shall present annually to the Members a report, verified by the President and Treasurer or by a majority of the Directors, showing in appropriate detail the following:

(a) The assets and liabilities, including reserve funds, of the Association as of the end of the fiscal year immediately preceding the date of the report;

(b) The principal changes in assets and liabilities, including reserve funds, during the year immediately preceding the date of the report;

(c) The revenue or receipts of the Association, both unrestricted and restricted to particular purposes, for the year immediately preceding the date of the report, including separate data with respect to each reserve fund held by or for the Association;

(d) The expenses or disbursements of the Association, for both general and restricted purposes, during the year immediately preceding the date of the report, including separate data with respect to each reserve fund held by or for the Association; and

(e) The number of Members of the Association as of the date of the report, together with a statement of increase or decrease in such number during the year immediately preceding the date of the report, and a statement of the place where the names and addresses of the current Members may be found.

This report shall be filed with the minutes of the meeting of Members.

2. At least thirty (30) days prior to the beginning of each fiscal year, the Executive Board shall prepare and distribute to the membership of the Association, upon request, a written, itemized estimate (budget) of the expenses to be incurred by the Association during such year in performing its functions hereunder and under the Declaration. At the end of any fiscal year of the Association, the Executive Board may determine that all excess funds remaining in the operating fund, over and above the amounts used for the operation of the Property, may be returned to the Members proportionately, may be retained by the Association and used to reduce the following year's Assessments, or may be held in reserve.

## ARTICLE XIV - NOTICES

1. Except as otherwise specifically provided herein, any notice required to be given to any person under these Bylaws shall be given to the person either personally or by sending a copy thereof:

(a) by first class or express mail, postage prepaid, or courier service, charges prepaid, to such person's postal address appearing on the books of the Association or, in the case of Directors, supplied by such Director to the Association for the purpose of notice. Notice pursuant to this subparagraph (a) shall be deemed to have been given to the person entitled thereto when deposited in the United States mail or with a courier service for delivery to that person; or

(b) by facsimile transmission, e-mail or other electronic communication to such person's facsimile number or address for e-mail or other electronic communication supplied by such person to the Association for the purpose of notice. Notice pursuant to this subparagraph (b) shall be deemed to have been given to the person entitled thereto when sent.

Delivery shall also be deemed to have been made when the notice is placed in the Member's mailbox. A certificate or affidavit by the Secretary or an Assistant Secretary shall be prima facie evidence of the giving of any notice required by these Bylaws. Except as may be otherwise specifically provided herein, when a special meeting is adjourned, it shall not be necessary to give any notice of the adjourned meeting or of the business to be transacted at an adjourned meeting, other than by announcement at the meeting at which such adjournment is taken.

2. The notice of any meeting of the Members shall specify the day and hour and place of the meeting and items on the agenda, including the general nature of any proposed amendments to the Declaration and these Bylaws, any budget or Assessment changes, and any proposal to remove a Director.

3. Whenever any written notice is required to be given under the provisions of statute or by the Articles of Incorporation or by these Bylaws, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice. Except as otherwise required by statute, neither the business to be transacted at nor the purpose of a meeting need be specified in the waiver of notice of such meeting. In the case of a special meeting of Members, such waiver of notice shall specify the general nature of the business to be transacted. Attendance of a person at any meeting shall constitute a waiver of notice of such meeting, except where a person attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting was not lawfully called or convened.

#### ARTICLE XV - MISCELLANEOUS PROVISIONS

1. One or more persons may participate in a meeting of the Executive Board or of the Members by means of conference telephone or other electronic technology by means of which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this section shall constitute presence in person at such meeting.

2. The provisions hereof shall be deemed independent and severable, and the invalidity, partial invalidity or unenforceability of any one provision or a portion hereof shall not affect the validity or enforceability of any other portion or portions hereof unless such deletion shall destroy the uniform plan for development and operation of the Property.

3. The headings introducing the text of the several sections of these Bylaws are solely for the convenience of reference and shall not constitute part of these Bylaws or affect their meaning in any way.

4. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular and plural, as the identity of the person or persons or entities may require.

#### ARTICLE XVI - LIABILITY AND INDEMNIFICATION

1. Directors and Officers:

(a) shall not be liable to any Member, Unit Owner or other resident of the Property as a result of any actions taken or omitted to be taken in such capacities, for any mistake in judgment, negligence or otherwise, except for their willful misconduct or gross negligence;

(b) shall have no personal liability in contract to a Member or Unit Owner, or to any other person or entity, under any agreement, instrument or transaction entered into or executed by them on behalf of the Association;

(c) shall have no personal liability, direct or imputed, to a Member or Unit Owner, or any other person or entity, by virtue of acts performed by themselves or by agents, employees or contractors employed or retained by them, on their behalf, in their official capacity, except for their own willful misconduct or gross negligence; and

(d) shall have no personal liability arising out of the use, misuse or condition of the Property or any part thereof, which might in any way be assessed or imputed to them as a result, or by virtue of, their capacities as such.

2. A Director of the Association shall stand in a fiduciary relation to the Association and shall perform the duties as a Director, including duties as a member of any committee of the Executive Board upon which such Director may serve, in good faith, in a manner such Director reasonably believes to be in the best interests of the Association, and with such care, including reasonable inquiry, skill and diligence, as a person of ordinary prudence would use under similar circumstances. In performing 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 by any of the following: (a) one or more officers or employees of the Association whom the Director reasonably believes to be reliable and competent in the matters presented; (b) counsel, public accountants or other persons as to matters which the Director reasonably believes to be within the professional or expert competence of such person; or (c) a committee of the Executive

Board upon which such Director does not serve, duly designated in accordance with law, as to matters within its designated authority, which the Director reasonably believes to merit confidence. A Director shall not be considered to be acting in good faith if the Director has knowledge concerning the matter in question that would cause reliance to be unwarranted. In discharging the duties of their respective positions, the Executive Board, committees of the Executive Board and individual Directors may, in considering the best interests of the Association, consider the effects of any action upon employees, upon suppliers and customers of the Association and upon communities in which offices or other establishments of the Association are located, and all other pertinent factors. The consideration of those factors shall not constitute a violation of this section. 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 the Association. A Director of the Association shall not be personally liable for monetary damages as such for any action taken, or any failure to take any action, unless: (a) the Director has breached or failed to perform the duties of the office of Director under this section; or (b) the breach or failure to perform constitutes self-dealing, willful misconduct or recklessness. The provisions of this section shall not apply to: (a) the responsibility or liability of a Director pursuant to any criminal statute; or (b) the liability of a Director for the payment of taxes pursuant to Federal, state or local law.

3. The Association shall indemnify each of its Directors, officers, employees and committee persons, whether or not then in service as such (and such Director's executor, administrator and heirs), against all reasonable expenses actually and necessarily incurred (including, but not limited to, attorney's fees and disbursements) in connection with the defense of any litigation to which the individual may have been a party because the individual is or was a Director, officer, employee or member of a committee of the Association. The individual shall have no right to reimbursement, however, in relation to matters as to which such individual has been adjudged liable to the Association. The right to indemnity 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, employee or committee person may be entitled. The right of indemnification stated herein shall be deemed a contract between the Association and the indemnified party pursuant to which the Association intends to be legally bound. Any repeal, amendment or modification hereof shall be prospective only and shall not affect any rights or obligations then existing.

## ARTICLE XVII - ASSESSMENTS

1. The fiscal year of the Association shall begin on the first day of January in each year, unless changed by resolution of the Board.

2. On or before the first day of November of each year (or sixty (60) days before the beginning of the fiscal year if the fiscal year is other than the calendar year), the Board shall adopt an annual budget for the Association. The budget shall contain an estimate of the total amount considered necessary to pay the cost of maintenance, management, operation, repair and replacement of the Common Facilities as to which it is the responsibility of the Association to maintain, repair and replace. The budget shall also contain an estimate of the cost of wages, materials, insurance premiums, services, supplies and other expenses that may be declared to be

Common Expenses by the Act, the Declaration, these Bylaws or a resolution of the Association and which will be required during the ensuing fiscal year for the administration, operation, maintenance and repair of the Community Property and the rendering to the Owners of all related services. Such budget shall also include such reasonable amounts as the Board considers necessary to provide working capital, a general operating reserve and reserves for contingencies and replacements.

3. As more fully provided in the Declaration, subject to the provisions relating to the Declarant, each Member is obligated to pay to the Association annual Assessments, Limited Common Assessment and/or Special Assessment, if any. Any annual Assessments, Limited Common Assessment and/or Special Assessment which are not paid when due shall be delinquent. If the annual Assessments, Limited Common Assessment and/or Special Assessment is not paid within thirty (30) days after the due date, or such earlier time as set by the Rules and Regulations adopted by the Association, if any, such penalties as adopted by the Executive Board may be assessed, including interest from the date of delinquency at the rate as set forth in the Declaration, and the Association is authorized to bring an action at law against the Unit Owner personally to pay the same and/or obtain a lien against the Unit, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such annual Assessments, Limited Common Assessment and/or Special Assessment.

#### ARTICLE XVIII – ALTERNATIVE DISPUTE RESOLUTION

In the event of any dispute between or among the Association, any Unit Owner, the Declarant, the Executive Board or any Executive Board member relating to the Declaration, these Bylaws or the Association Rules and Regulations (other than disputes regarding claims made by the Association against a unit Owner for the collection of Common Expense Assessments), and such dispute cannot be resolved through direct communication among the parties, any party may request in writing to the Executive Board the appointment of a neutral and properly credentialed mediator. All parties to the dispute shall participate in the mediation in good faith for a period not to exceed 100 days unless an extension of time is agreed upon by all parties to the mediation. The cost of mediation shall be divided equally among the parties participating in the mediation.

(a) The mediation proceedings shall be held in Montgomery County, Pennsylvania unless otherwise mutually agreed by the parties.

(b) If a dispute requires immediate emergency relief such as would be available through judicial injunctive relief, then any party to the dispute may seek such relief as a temporary resolution pending the opportunity to conduct mediation.

#### ARTICLE XIX - AMENDMENTS

1. Except as otherwise provided by Section 5504(b) of Pennsylvania Nonprofit Corporate Law, 15 Pa. C.S. § 5501 *et seq.*, (relating to selection and removal of Directors, voting rights of Members and Directors, quorum, proxies and qualifications of membership), the Executive Board shall have authority to adopt, amend and repeal these Bylaws, subject to the power of the Members to change such action by vote of a majority present at a meeting called for such purpose. The powers hereby conferred shall be exercised by a majority vote of the members in office of the

Executive Board, or by the vote of the Members entitled to cast at least a majority of the votes which all Members present are entitled to cast thereon, as the case may be, at any regular or special meeting duly convened after notice to the Members or Directors of that purpose.

2. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

3. No amendment of these Bylaws shall make any change which would affect any of the rights, privileges, powers and options of the Declarant or the Declarant's assigns in the development of the Property and the development and sale of Units unless the Declarant shall join in the execution of such amendment.

4. Special Amendments. Notwithstanding anything contained in the Declaration or herein to the contrary, the Declarant, by the Declarant's own action, shall have the right to amend these Bylaws during the five (5) year period commencing on the date of these Bylaws solely in order to comply with the rules and requirements of any governmental or quasi-governmental body or any institution purchasing, holding or insuring a security interest in any portion of the Property.

ARTICLE XX - ADOPTION OF BYLAWS AND  
RECORD OF AMENDMENTS THERETO

1.     Adoption. These Bylaws have been adopted as the Bylaws of the Association as of the 6th day of January, 2022, and shall be effective as of said date.

2.     Amendments to Bylaws:

Section Amended

Date Amended

Adopted By

River Crest Phase II Homeowners Association, Inc.

Executive Board

2213 Quarry Drive,

Reading, Pa 19609

Proposed Annual Association Budget

|   |              |
|---|--------------|
| Assessments: 75 Lots @ \$250.00 .....   | \$18,750.00  |
| Initiation Fee.....                     | \$ 100.00    |
|   |              |
| D&O Insurance & Common Area .....       | \$ 425.00    |
| Insurance- Bond .....                   | \$ 250.00    |
| Landscape Maintenance-Open Spaces ..... | \$ 5,500.00  |
| Tax Return Preparation.....             | \$ 265.00    |
| Weed Control and Mulch .....            | \$ 1,000.00  |
| Annual Review .....                     | \$ 800.00    |
| Legal Fees & Expenses .....             | \$ 500.00    |
| Reserve for Repairs .....               | \$ 7,860.00  |
| Board Member Fees .....                 | \$ 500.00    |
| Property Management Duties .....        | \$ 1,000.00  |
| Administrative Supplies.....            | \$ 400.00    |
| Website Expenses.....                   | \$ 50.00     |
| Meeting Expenses.....                   | \$ 200.00    |
| Total Projected Expenditures.....       | \$ 18,750.00 |



GRANDE CONSTRUCTION COMPANY 1 Year WARRANTY

Subject to the limitations hereinafter set forth, Seller expressly warrants (such warranty to survive settlement) in lieu of any other warranties or Representation expressed or implied, that it will correct any material defects in the heating, plumbing, air conditioning, electrical, roofing or major Structural systems of the house that buyer shall, by due written notice, call to its attention within twelve months of the date of closing, provided that such defects do not result in whole or in material part from work, alterations or other acts performed other than by seller, acts of god or any other causes not directly attributable to the seller.

Specifically and without limitation, no warranty is given with respect to:

- (a) Any appliances, component equipment or the like ("Equipment") for which the manufacturer thereof issues a separate warranty, except as to the Seller's workmanship with respect to installation of equipment. It is Buyer's sole responsibility to complete and follow all manufacturer's warranty instructions --and--
- (b) any other matters relating to the construction of the house or the condition of the Premises including, without limitation, any of the following or the consequences thereof:

BUYER INITIAL\_\_\_\_\_ (1) Nail pops, seam ridges and shrinkage in drywall, lumber, trim, millwork, provided the Seller will return ONE TIME within twelve months of the date of closing to patch drywall cracks and/or nail pops in heated space only. Buyer to be responsible for caulking and paint touch up. Floor and stair squeaks are not covered under warranty.

BUYER INITIAL\_\_\_\_\_ (2) Settling of the house (unless such settling shall cause structural damage), utility trenches or any other filled area on the Premises. Buyer is responsible for providing and filling any settled area with topsoil and reseeded.. Drywall and Paint in the Garage Is Not Covered Under the 1 year Warranty and is the Homeowners Responsibility due to weather changes that are beyond our control.

BUYER INITIAL\_\_\_\_\_ (3) Cracking, settling, or discoloration of or imperfections in grout, or any concrete provided the seller will re-grout cracks exceeding ½” wide in foundation or basement walls. Cracks exceeding ¼” wide in concrete work shall be repaired by filling or patching. Hairline cracks in any concrete and defects in concrete caused by deicing salts or similar products are not covered

AND: (4) Shrinking or warping of doors less than ½” provided the seller will, on written request, return one time during the first heating season following the date of closing to make any necessary adjustments for sticking doors to the extent that it is impractical for ordinary use. Buyer is responsible for clean-up and necessary caulking, paint or other touch-up.

(5) Color variations in fixtures, appliances, stained wood, tile, brick, mortar or concrete.

(6) Final grading and seeding, (if applicable) once completed by seller, the buyer is responsible for all erosion and germination.

Trees and shrubs presently on property are not covered under warranty.

(7) Salt is not to be used on any surface walks. **Where township salt over spray occurs from snowplowing on sidewalks, it needs to be removed as soon as possible. It will damage your sidewalk! It will be your responsibility to have it repaired. No exceptions,** Grande Construction will not be liable in any way for damage resulting from salt use. If the township requires Grande Construction to fix your sidewalk due to salt damage or excess abuse prior to street dedication or during the maintenance period. You will be required to pay Grande Construction for the work! If payment is not received for these repairs a lien will be placed on your property until such time payment is received. As you can see it will be beneficial to keep your sidewalks clean of salt and maintain them.

(8) Foundation leakage except that Seller will patch on the inside a crack exceeding ¼” wide. The seller will not repair: any foundation leakage if any landscaping is installed next to the home during the first year of occupancy or any defect or damage caused by changes in the grading or drainage patterns or by excessive watering of the ground of the homeowners property or any other adjacent property. If landscaping, fencing or sheds prohibit machinery from entering the property, the builder may not do the repair or be responsible in any way for the removal or replacement of those items.

(9) Seller does not warranty water penetration arising out of natural occurrence such as changes in the water table or natural springs. Seller does not guarantee a dry basement.

(10) Any defective condition involving, arising out of associated with the well or water supply, including but not limited to water quality, quantity, color, or chemical makeup. Provided, however, that Seller will repair, subject to and consistent with the terms of this warranty, any defect of the plumbing or electrical systems of the water supply or well system. The well pump is separately warranted by the manufacturer and is not protected by any warranties contained herein.

(11) Any defective condition involving, arising out of or associated with the sewer or septic system, including but not limited to, continued suitability of the septic system location. Provided, however, that Seller will repair, consistent and subject to the terms of this warranty, any defect of the plumbing or electrical system utilized in conjunction with the septic system. The septic system pump is separately warranted by the manufacturer and is not protected by warranties contained herein.

(12) Macadam driveway.

(13) Any item and installation of items supplied by the buyer, example, plumbing fixtures, faucets, lighting fixtures, etc.

(14) Water leakage around Bilco door.

(15) Staining of pine staircases.

(16) Work performed by others. Defects in work, or caused by work not performed by the seller or his subcontractors. The maximum liability to the seller under this warranty shall be the replacement cost of the defective portion of the premises. In no event shall the seller be liable for special or consequential damages or personal injury arising from any breach this warranty or of this agreement. Seller shall have the sole right to determine whether the defects shall be corrected by repair or replacement. The warranty shall not apply if the defective portion of the premises has been subject to misuse or damage by accident or has not been or afforded reasonable care. Warranty shall not apply if homeowner (buyer) fails to take timely action to minimize loss or damage and/or failure of homeowner (buyer) to give seller timely notice of defect or any damage to the extent it is caused or made worse by the failure of anyone to comply with the warranty requirements.

(17) Hairline cracks in stucco are typical and not warranted. Cracks exceeding 1/16” (visible from more than 10’ away) will be evaluated by the manufacturer.

(18) Warping and checking or splitting of any deck material.

**CLAIM PROCEDURE:** For Items that you believe should be covered under this warranty, complete the Warranty Service Request Form provided with the signed warranty at settlement. Send it to the builder's office at 2213 Quarry Drive, West Lawn PA.. 19609. A list of subcontractors and their phone numbers is supplied with these documents at time of final settlement. Plumbing, Heating, Air-Conditioning, Electrical Work,Drywall, and Painting Warranty items must be co-ordinated and scheduled directly with the subcontractor who did the original installation. This Will expedite the repair work. However, if a delay will cause damage, phone subcontractor directly. We **will not accept routine maintenance phone calls.** Only emergency phone calls will be accepted, all other communication must be in writing only. Please note that by signing this warranty the homeowner (Buyer) agrees to and understands that all subcontractors have the right to bill the homeowner (Buyer) if they feel they have been called unnecessarily for a service call. (Example: Blown light bulbs, clogged toilets, etc.) Homeowner (Buyer) will be billed for any service call involving repairs to any items supplied by buyer during construction. (Example: Plumbing Fixtures, Light Fixtures, Etc.) This is a non-transferable warranty and is extended only to the original buyer. Failure to co-operate in the release of escrow funds, nonpayment of extras and post-settlement service call billing, failure to transfer utilities (Example: Gas, Water, Electric, etc.) and suits against the builder would cause any remaining warranty terms to be declared null and void.

**BUILDER**\_\_\_\_\_ **BUYER**\_\_\_\_\_ **BUYER**\_\_\_\_\_

**LOT#**\_\_\_\_\_ **SUBDIVISION**\_\_\_\_\_ **CLOSING DATE**\_\_\_\_\_ **BUYER NAME**\_\_\_\_\_

**NEW TELEPHONE #**\_\_\_\_\_ **NEW MAILING ADDRESS** \_\_\_\_\_

BERKSHIRE HATHAWAY HOMESALE  
AGREEMENT OF SALE FOR RESIDENTIAL REAL ESTATE

PA LICENSED BROKER  
LISTING BROKER: BHHS (RB061397C)  
ADDRESS: 2213 Quarry Dr. Suite 202 West Lawn, PA 19609  
PHONE: 610.372.3200 FAX: 610.374.8466  
DESIGNATED AGENT FOR SELLER: Laura Grande  
(RS329389)

PA LICENSED BROKER  
SELLING:  
ADDRESS:  
PHONE:  
EMAIL:  
DESIGNATED AGENT FOR SELLER:

1. THIS AGREEMENT OF SALE made this \_\_\_\_ day of \_\_\_\_\_, 2022 by and between Fiorino Grande office and place of business located at 2213 Quarry Drive, West Lawn PA 19609, Berks County, state of Pennsylvania 19609., (hereinafter called "Seller") and \_\_\_\_(name)\_\_\_\_ of \_\_\_\_ (address) \_\_\_\_\_ (hereinafter called "Buyer").  
Phone: Cell: \_\_\_\_\_ ; Email: \_\_\_\_\_
2. AGREEMENT : Seller herby agrees to sell and convey to Buyer, who hereby agrees to purchase the real estate described below upon the following terms and conditions.
3. PROPERTY: ALL THAT CERTAIN lot or piece of ground together Known as : LOT# \_\_\_\_\_ , as shown on the Final Plan of River Crest, in the township of Muhlenberg, recorded in the Recorder of Deeds Office of Berks County, Pennsylvania, further described as post office address : \_\_\_\_\_ Home Model:\_\_\_\_\_.
4. ZONING CLASSIFICATION: Residential
5. WATER AND SEWER: Seller warrants that the property is serviced by MUNICIPAL water and MUNICIPAL sewer.

(a) In the event of on-site water and sewer Seller’s sole obligation and covenant with respect to water supply available at the property shall be to supply the Buyer with written certification from a reputable water analysis company certifying that the water supply available at the property complies with applicable standards of the Pennsylvania Department of Environmental Resources, relating to safe drinking water. Except as set forth herein; Seller makes no further covenants with respect to water supply nor does the Seller make any representations or warranties concerning the characteristics of the water supply, including by way of example, but not limited to, continued availability, hardness, mineral content, or color.

(b) Nothing contained herein shall prevent Buyer from performing or causing to be performed, at it’s sole cost and expense, such test, or evaluations as may be reasonable necessary to ascertain the quality of the water.

(c) In the event that the Buyer determines, as a result of those tests, to install additional equipment or water treatment facilities, Buyer shall assume the sole cost and expense of the design and installation of that equipment.

(d) If on site water and sewer, documentation pertaining to septic design and water analysis shall be provided to Buyer at time of final settlement.
6. PRICE/PAYMENT TERMS: (a) PURCHASE PRICE ..... \$  
Payable by Buyer to Seller as follows:  
(b) Lot reservation..... \$  
  
(c) Deposit: cash, check at signing of this Agreement..... \$  
  
(d) Balance of Purchase Price at settlement (cash, certified or title insurance company check)..... \$  

Total Purchase Price \$
7. PERFORMANCE DATES:

(a) Settlement to be held in Berks County on or before: \_\_\_\_\_ or TBD by Fiorino Grande due to weather, utilities and or occupancy permit.

(b) Contingency dates: if applicable, the following written notices are to be received by Seller or Agent for Seller on or before:

(i) Financing Commitment: \_\_\_\_

(ii) Inspection/test contingency results report: \_\_,\_\_\_\_.

(iii) Other: \_\_\_\_\_
8. SPECIAL CLAUSES:

(a) Attached herto and made a part of this agreement is/are Grande Construction Company Cost Analysis, (Page 5), Building Specification Sheet for the subject development and the following addendum(s), endorsement(s) and/or exhibit(s), marked as “A” through “B”

(b) Buyer(s) acknowledge receipt of a copy of all applicable deed restrictions and/ or subdivision protective covenants.

☒ Builder shall hold deposit monies for full use until settlement.

(c) It is agreed and understood that the final sale price is the result of the buyer's selections. Therefore, if the lender's appraisal does not equal the sale price, the difference between the sale price and the appraisal is the buyer's responsibility. The agreement is not subject to the appraisal.

(d) All parties acknowledge that there ☒ is ☐ is not an annual fee of \$250.00 as Common Space Maintenance. This fee may decrease or increase on an annual basis depending on current status of expenses for the Trust. There is a one time capital contribution of \$100.00

(e) ☒ Buyer and Seller have received the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa.€ Code 35.366.

(f) ☒ Buyer and Seller have received a statement of their respective estimate closing costs before signing this Agreement. In accordance with the Seller’s Property Disclosure Act, a seller disclosure form is not required for transfers of new construction that have never been occupied when:

1. The Buyer has received a one year warranty covering the construction.

2. The building has been inspected for compliance with the applicable building code or, if none, a national recognized model building code; and

3. A certificate of occupancy or a certificate of code compliance has been issued for the dwelling.

All of the above shall be provided to Buyer at time of final settlement.

(g) Buyer has received the Deposit Money Notice (for cooperative sales when Listing Broker is holding deposit money) before signing this Agreement.

(h) Tax pro-rations for the lot will be adjusted accordingly as per title company calculation or a flat fee of approximately \$295.00 may be charged depending on the community.

Initial in Box

**9. SELECTIONS:** (a) It is understood and agreed that the Buyer shall have 21 days from the signing of this Agreement by both parties to make exterior applicable selections and interior selections will be several step process. Any changes requested after that time shall be at the sole discretion of the Seller, and may contain a change order with a charge of three hundred dollars (\$300.00) administration charge at the sole discretion of the Seller, plus the charge of the change. If selections are not finalized by said date, at the option of the Seller, settlement date will automatically be moved to on or before the \_\_\_\_ day of N/A\_\_\_\_\_. Any customized selection choice over the builder's standard (such as, but not limited to : kitchen, corian, hardwood, paint. Etc.) may require, at builder's sole discretion, a settlement date change in order to accommodate the necessary lead-time for such items. Any change in the settlement date, as stated in paragraph 7, sub paragraph (a), shall be put in writing as an addendum to this Agreement by both Buyer and Seller.

(b) Selections will be made between 8:30a.m. And 4:00 p.m., Monday through Friday at a Grande Construction Company Sales Center or scheduled with the Grande Team.

**10. MORTGAGE CONTINGENCY:** This Agreement is not subject to financing except for the following, if any:

- ☐ WAIVED . This sale is NOT contingent on mortgage financing
- ☒ ELECTED

- (a) Type of mortgage: Conventional
- (b) Principal amount : TBD
- (c) Minimum term in years: 30
- (d) Interest Rate TBD%; however Buyer agrees to accept the interest rate as may be committed by the mortgage lender, not to exceed a maximum interest rate of TBD %.
- (e) Within ten (10) days of seller's approval of this Agreement, Buyer shall make a completed mortgage application to a responsible mortgage lending institution. Agent or subagent may advise Buyer of possible sources of mortgage funds and assist buyer, but cannot assume responsibility for obtaining Buyer's financing. Failure of Buyer to apply for a diligently pursue the specified financing is a default under this Agreement. Provided however, that if buyer has complied with the terms of this Agreement and said financing cannot be obtained by settlement, this Agreement is NULL and VOID and all deposit monies shall be returned to the Buyers on or before the date of settlement. The Selling Broker, if any, otherwise the Listing Broker, is authorized to communicate with the lender for the purposes of assisting in the mortgage loan process.
- (f) If a written commitment for the specified financing is not received by the date in Paragraph 7(b)(i) above, at any time thereafter until the receipt of a written commitment for the specified financing, Seller shall have the option to declare this Agreement NULL and VOID by written notice to Buyer at which time all deposit monies paid on account shall be returned to Buyer. The said commitment date is automatically extended until Seller so terminates this Agreement but not beyond the settlement date.
- (g) Should the financing commitment: (i) Not be valid until the date of settlement; or
- (ii) Be conditioned upon the sale and settlement of any other property; or
- (iii) Contain any other condition not specified in this Agreement or otherwise not acceptable to Seller, Seller has the option to terminate this Agreement in writing, in which event all deposit monies will be returned to Buyer.
- (h) Seller hereby agrees to permit inspections by authorized appraisers and or reputable certifiers as may ne required by the lending institution or insuring agencies.
- (i) Notification of an available committed rate by the mortgage lender equal to or less than the rate specified in Paragraph 10 (d) of this Agreement of Sale at any time during the mortgage process shall fulfill the interest rate requirement under the terms of this Agreement.
- (j) Having received the estimated settlement costs it is understood that the Buyer avers that the Buyer has the necessary funds to settle, in addition to the mortgage amount, if any, as outlined in this Agreement; or Buyer shall secure said funds to settle, as neither this Agreement nor the mortgage application or the mortgage commitment shall be contingent on Buyer having funds to settle; therefore a mortgage denial based on Buyers lack of funds to settle may be considered a default under the terms of this Agreement. Seller is I no way responsible for Buyer's decision to lock their rate.
- (k) If Seller shall obtain for Buyer a mortgage, Buyer shall be obligated to complete settlement hereunder.
- (l) If Buyer's mortgage is denied, the seller will refund Buyer's deposit less any extra's or options ordered through the builder or any subcontractor. The balance of the deposit will be refunded only after the builder settles on the home with another Buyer and that Buyer agrees to the purchase prices reflected in this Agreement plus any extra's. In case of default the entire deposit is non-refundable.
- (m) Seller Assist:
- ☒ NOT APPLICABLE
- APPLICABLE:**

**11. SETTLEMENT ADJUSTMENT/TERMS:**

- (a) Payment of transfer taxes will be divided between Buyer and Seller equally; all other expenses of conveyance shall be paid by the Buyer.
- (b) The following shall be apportioned pro-rata as of and at the time of settlement: taxes as levied and assessed on the land as of the date of settlement of a fiscal year basis; water and sewer rents; remaining propane, if any, and propane tank rental balance, if any; lien able municipal services; condominium fees and homeowner association fees, if any.
- (c) Buyer shall pay any increase in real estate taxes occasioned by any increased real estate assessment resulting from the partial or complete construction of house.

**12. NOTICES AND DISCLOUSRES: (a) Zoning Classification:** Failure of this Agreement to contain the zoning classification except in cases where the property (or each parcel thereof, if sub dividable) is zoned solely or primarily to permit single family dwellings shall render this Agreement voidable at the option of Buyer and if voided, deposits tendered by Buyer shall be retuned to Buyer without a requirement of court action.

(b) **Access to Public Roads:** Buyer is advised that access to a public road may require insurance of a highway occupancy permit from the Department of Transportation.

(c) **Agents:** The named Agent and Subagent, if any, are Pennsylvania licensed brokers and , except as may be provided by an addendum to this Agreement, said brokers and their sales people, employees, offices and/or partners, are Agent(s) for Seller, not Buyer; however, the Agent(s) may perform services for Buyer in connection with financing, insurance, and document preparation.

**13. DEPOSIT AND RECOVERY FUND** (a) Deposits, regardless of the form of payment and the person designated as payee, shall be paid to Agent for Seller, who shall retain them in an escrow account until consummation or termination of this Agreement in conformity with all applicable law and regulations. Agent for the Seller may, at his or her sole option, hold any uncashed check tendered as deposit, pending the acceptance of this offer. In the event this agreement is terminated after construction has started for any reason, a portion of or all of deposit on account may be retained by Seller. Buyer is responsible for the payment of all extras over the base price if the house has been started and settlement does not occur (for any reason).

(b) In the event of a dispute over entitlement to deposit monies, a broker holding the deposit is required by the Rules and Regulations of the State Real Estate Commission (49 Pa. Code € 35.327) retain the monies in escrow until the dispute is resolved. IN the event of litigation for the return of deposit monies, a broker will distribute the monies as directed by a final order of court or the written Agreement of the parties. Buyer and Seller agree that, in the event any broker or affiliated licensee is joined in litigation for the return of deposit monies, the attorneys' fees and costs of the broker(s) and licensee(s) will be paid by the party joining them.

(c) A Real Estate Recovery Fund exists to reimburse any persons who have obtained a final civil judgment against a Pennsylvania real estate licensee owing to fraud, misrepresentation, or deceit in a real estate transaction and who have been unable to collect the judgment after exhausting all legal and equitable remedies. For complete details about the fund, call (717) 783-3658 or (800) 822-2113 (within Pennsylvania) and (717) 783-4854 (outside Pennsylvania.)

**14. PLANNED COMMUNITY-RESALE NOTICE**

☒ APPLICABLE: PLANNED COMMUNITY

Buyer acknowledges that the Property is part of a planned community as defined by the Uniform Planned Community Act. € 5407 (a) of the Act requires Seller to furnish Buyer with a copy of the Declaration (other than plats and plans), the bylaws, the rules and regulations of the association, and a Certificate containing the provisions set forth in € 5407(a) of the Act and I n compliance of same; all applicable documents shall be provided to Buyer in accordance as outlined in paragraph 8-C.

**15. MUNICIPAL AND ASSOCIATION ASSESSMENTS:** (a) If required by law, Seller shall deliver to Buyer on or before settlement a certification from the appropriate municipal department or departments disclosing notice of any uncorrected violation of zoning, housing, building, safety or fire ordinances.

(b) Seller warrants that, except as may be provided by addendum to this Agreement, as of the approval date of this Agreement, no public improvement, condominium or homeowner association assessments have been made against the premises, and that no notice by any government or public authority has been served upon Seller or anyone on Seller's behalf, including notices relating to violations of zoning, housing, building, safety or fire ordinances which remain uncorrected.

(c) Seller will be liable for any notice of improvements or assessments received on or before the date of Seller's approval of this Agreement, unless improvements consist of sewer or water lines not in use. Buyer will be liable for an notice served upon Seller after the approval date of this Agreement and for the payment thereafter of any public improvement, condominium or homeowner association assessments.

**16. TITLE AND COSTS:** (a) The premises are to be conveyed in fee simple by special warranty deed, free and clear of all liens, encumbrances and easement, EXCEPTING HOWER, the following: existing building restrictions, ordinances, easements of roads, privileges or rights of public service companies, if any; or easements or restrictions visible upon the ground; otherwise the title to the above-described real estate shall be good an marketable and

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such as will be insured by any reputable title company at the regular rates; by any title insurance company of Buyer’s choosing. Notwithstanding this right, Buyer and Seller hereby acknowledge and agree that, unless Buyer notifies Seller in writing within seven (7) days from the date of this Agreement of Buyer’s intention to use a specific title company, Seller is hereby authorized to order and provide to Buyer, at Buyer’s sole cost and expense, a title search and title insurance policy from a reputable title insurance company and to make arrangements for settlement which shall be held at 2213 Quarry Dr., West Lawn, PA 19609 or any other location as agreed to by the Seller, in Berks County, Pennsylvania. Settlement shall not be held at any other location unless Seller shall in Seller’s sole discretion, so agree in writing. Seller shall pay ONLY those settlement costs normally incurred by it at its chosen Title Company. Settlement costs to Seller shall include but not exceed 1% Transfer Tax, and Realtor’s Commission. All other costs relating to settlement (if any) shall be paid by the Buyer. A \$200 settlement Services Fee shall be charged to Buyer for the transfer of in-house documents, deed, title, processing and coordination of settlements outside the Seller’s chosen Title Company.

(b) Buyer will pay for the following:

- (i) The premium for title insurance, mechanics lien insurance and/or title search, or fee for cancellation of same, if any.
- (ii) The premium for flood insurance and/or fire insurance with extended coverage, insurance binder charges or cancellation fee, if any.
- (iii) Appraisal fees and charges paid in advance to mortgagee, if any.
- (iv) Buyer’s normal settlement costs and accruals unless otherwise stated herein.

(c) Any survey or surveys which may be required by the Title Insurance Company or the abstracting attorney for the preparation of an adequate legal description of the premises (or the correction thereof), shall be secured and paid for by the seller. However any survey or surveys desired by the Buyer or required by his mortgage shall be secured and paid for by the Buyer. A lot survey shall be provided after grading and seeding at no charge. Buyer may call into office after settlement to go onto a list if survey is needed before dedication, builder may provide one at his option for \$350.00

(d) In the event Seller is unable to give a good and marketable title or such as will be insured by a reputable title company, subject as aforesaid, Buyer shall have the option of taking such title as the Seller can give without abatement of price or of being repaid all moneys paid by Buyer to Seller on account of the Purchase Price and Seller will reimburse Buyer for any costs incurred by Buyer for those items specified in Paragraph 16(b) items (i), (ii), (iii) and in Paragraph 16(c), without interest; and in the latter event there shall be no further liability or objection on either of the parties hereto and this Agreement shall become NULL and VOID.

**17. POSSESSION AND TENDER:** (a) The following items may not be completed at the time of settlement: grading and seeding, driveway and exterior painting. Depending on the time of year, the work will be completed at a time to be determined by Seller at the discretion of Seller. The premises shall be deemed substantially complete and ready for settlement upon the issuance of a Certificate of Occupancy by the appropriate authorities.

(b) Possession is to be delivered by deed, keys and physical possession to a vacant building (if any) broom clean, at day and time of settlement.

(c) Formal tender of an executed deed and purchase money is hereby waived.

(d) Buyer reserves the right to make a pre-settlement inspection of the subject premises within forty-eight (48) hours, weekdays only, between the hours of 8:30a.m. and 2:00 p.m. Eastern Standard time as approved by the Seller and prior to settlement unless otherwise agreed between Seller and Buyer. Said inspection will be scheduled with the Agent/Representative of the Seller.

(e) The Buyer may not store any personal items on the property prior to settlement.

**18. REPRESENTATIONS, MAINTENANCE, ESCROW:** (a) It is understood that Buyer has inspected the property, a sample property, floor plan layouts, building specifications, brochure, and/or a sample of products used in the construction of said property or hereby waives the right to do so and has agreed to purchase it as a result of such inspection and not because of or in reliance upon any representation made by the Seller or any other officer, partner or employee of Seller, or by the Agent, Subagent, if any, of Seller, their salespeople and employees, officers and/or partners. The Buyer has agreed to purchase it in its present condition unless otherwise specified herein and further acknowledges that the Agent, Subagent, if any, of Seller are not qualified to render an opinion on construction, engineering, or environmental matters, and that Buyer has been advised that Buyer may require or wish to seek the assistance of experts in those fields. The Seller/Contractor agrees to provide a one (1) year, non-transferable, written warranty at the time of final settlement, in a form as attached as Exhibit “A”, covering materials, workmanship and construction. The parties hereby stipulate that there shall be no escrowing of funds at settlement. In the event Buyer’s mortgage lender requires and escrow of any funds for the completion of grading/seeding and or macadam as a condition of settlement, it shall be Buyer’s responsibly to provide such escrow of any funds for the completion of grading/seeding and or macadam as a condition of settlement, it shall be Buyer’s responsibility to provide such escrow funds to complete settlement as scheduled hereunder. Seller/Contractor reserves the right to show the subject property to prospective Buyers and/or use the subject property as an open house sample if necessary until date of final settlement. It is hereby agreed and understood that the final finished product of any home may vary slightly from development to development. Homes are constructed according to the attached floor plans and not according to any model or spec home. It is also understood that due to changes in local building codes, field modifications are sometimes necessary; however, the Builder will do everything possible to build all homes consistently. Slight variations should be expected and any requested change may incur a charge to the customer.

(b) Molds are part of the natural environment. Outdoors, molds play a part in nature by breaking down dead organic matter such as fallen leaves and dead trees, but indoors, mold growth should be avoided. Molds reproduced by means of tiny spores; the spores are invisible to the naked eye and float through outdoor and indoor air. Mold may begin growing indoors when mold spores land on surfaces that are wet. There are many types of mold, and none of them will grow without water or moisture. It is impossible to eliminate all molds and mold spores from an indoor environment. A house that is properly constructed can still have water penetration and resulting mold. In areas where relative humidity is high, mold can be present even if there is no other outside water coming into the house. Nonetheless, mold growth can be controlled indoors by controlling moisture and water accumulation or penetration. The Builder has taken steps to prevent water penetration and moisture accumulation during home construction. Some of these steps include the clear-coating of the exterior of the basement foundation, interior perimeter drain with sump pit below the basement floor, poly vapor barrier below the basement floor, installation of proper flashing and rain gutters, buried rain leaders, proper sealing of all window and door openings, and routinely performing specific inspections of the home to determine whether there are any visible water leaks and to prevent water penetration. They Buyer acknowledges that the normal building sequence combined with seasonal weather conditions could possibly result in water or moisture accumulation or penetration and that a house cannot be built with the absence of water penetration issues from the exterior, form leakage and /or humidity.

**19. RISK OF LOSS:** Seller shall bear risk of loss from fire or other casualties until time of settlement. In the event of damage to any property included in this sale, by fire or other casualties, not repaired or replaced prior to settlement or otherwise provided for by the escrow of funds at settlement to the reasonable satisfaction of Buyer and Buyer’s lender. If any, Buyer shall have the option of rescinding this Agreement and receiving all monies paid on account or of accepting the property in its then condition together with the proceeds of any insurance recovery obtainable by Seller. Buyer is hereby notified that Buyer may insure equitable interest in this property as of the time of the acceptance of this Agreement.

**20. WAIVER OF CONTINGENCIES:** In the event this Agreement is contingent on Buyer’s right to inspect and/or repair the Property, Buyer’s failure to exercise any of Buyer’s options within the time limits specified in the contingency provision (s) will constitute a WAIVER of that contingency and Buyer accepts the Property and agrees to the RELEASE set forth in paragraph 21 of this Agreement.

**21. RELEASE:** Buyer hereby releases, quit claims and forever discharges SELLER, ALL BROKERS, their LICENSEES, EMPLOYEES, and any OFFICER or PARTNER of any one of them and any other PERSON, FIRM, or CORPORATION who may be liable by or through them, from any and all claims, losses or demands, including, but not limited to, personal injuries and property damage and all of the consequences thereof, whether now known or not, which may arise from the presence of termites or other wood-boring insects, radon. Lead-based paint hazards, environmental hazards, any defects in the individual on-lot sewage disposal system or deficiencies in the on-site water service system, or any defects or conditions on the Property. This release will survive settlement.

**22. DEFAULT/TIME OF THE ESSENCE:** The said time for settlement and all other items referred to for the performance of any of the obligations of this Agreement, unless extended by mutual consent in writing. Should Buyer:

- (a) Fail to make any additional payments as specified in Paragraph 6;
- (b) Furnish false or incomplete information to Seller, Seller’s agent, or the lender in conjunction with the financing provided for above concerning Buyer’s legal or financial status, or fail to cooperate in the processing of the mortgage loan application, which acts would result in the failure to obtain the approval of a mortgage loan commitment; or
- (c) Violate or fail to fulfill and perform any of the terms or conditions of this Agreement; then in such case, all deposit monies and other sums paid by Buyer on account of the Purchase Price, whether required by this Agreement or not may be retained.
  - (i) By Seller on account of the Purchase Price, should Seller demand the full Purchase Price, or
  - (ii) As monies to be applied to seller’s damages, and/or “extras” ordered by Buyer,or;
  - (iii) As liquidated damages for such breach, it being agreed and understood that said amount is a fair determination of damages in the event of Buyer’s breach, as Seller may elect, and in the event that Seller elects to retain the monies as liquidated damages in accordance with Paragraph 22, Seller shall be released from all liability or obligation as this Agreement shall be NULL and VOID.

(d) In the event of delay or failure to perform hereunder which is due to changes in design requested by Buyer and agreed to by Seller or is due to the failure of Buyer to make timely selections of materials or is due to fires, freezing or other inclement weather, storm or wind damage, strikes, acts of God, legal acts of public authorities, failure to meet delivery dates for supplies or material, or delays or defaults caused by public carriers, Seller shall not be deemed to have defaulted hereunder and shall not be held responsible for damages causes by delay or failure to perform caused thereby. The Seller shall be allowed a reasonable extension for settlement to complete improvements or other preparation not within Seller’s control. Seller and Buyer shall be allowed a reasonable extension for settlement to complete improvements or other preparation not within their control.

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- (e) Seller and Buyer shall be allowed a reasonable extension for settlement to complete improvements or other preparation not within their control.
- (f) If Buyer is in default, buyer will lose deposit monies.

23. **CHANGES/MODIFICATIONS:** Changes, modifications, alterations, or deviations from the design of the house other manner of construction, if requested by Buyer, shall be made by Seller only if reasonably possible, and Seller reserves the right in its sole discretion, to refuse to make any such changes, etc. No change or alteration, variation, or so-called “extra” shall be asserted by either party unless a supplemental written agreement is executed by both parties, setting forth, in substance the nature and the extra cost or deduction (as the case may be) resulting therefrom. It is expressly agreed that neither party will ever assert that any change, alteration, variation or customizing options or “extra” has been agreed to orally or other than in writing. Each change after one color selection will cost the Buyer an additional \$300.00 per change. Payments for extra’s or customizing options are not refundable to Buyer. Any increase of purchase price for the purposes of incorporating extras initiated through subcontractors shall incur a 10% service fee. Buyers are encouraged to pay for extras directly to subcontractors. In the event an item is inadvertently omitted during the course of construction the Buyer’s sole option is to omit said item with applicable credit, if any. The Buyer or any representative, agent or subcontractor of the Buyer may not perform any work or supply any materials to the construction of the dwelling prior to settlement. Buyer agrees and understands that all changes & upgrades are to be listed on the Cost Analysis, Page 5 of this Agreement of Sale. No changes shall be made by the Buyer to the floor plan once plan is initialed and Agreement is signed.
24. **EXCAVATION & GRADING:** Seller shall have the final decision with respect to the grading of the lot, drainage of surface water from the lot, location and placement of the house on the lot, location of daylight basement windows and doors, location of entry of plumbing into the house, and like matters. At the completion of construction, the existing top soil will be spread around disturbed area of lot, (not to exceed 20,000 square feet), machine raked and seeded. Wetlands excluded. If Buyer erects any structure, i.e. fence, shed. Swimming pool, etc., prior to final grading and seeding, an additional fee may be incurred. It is the responsibility of Buyer to water, fertilize and re-seed areas as necessary. Seller does not guarantee quality and quantity of growth f grass or any other plant material. On wooded lots, Seller will attempt to save as many trees as practical, and will disturb the wooded area as little as practical. All trees within the areas required for th house, on-site sewage system, if any, and driveway must be removed. Those trees within an area as determined by Seller estimated to be ten (10) to twenty (20) feet around the perimeter of the house and on-site sewage system must be removed, along with any trees which create undesirable grading and drainage problems. Seller will exercise reasonable discretion in making these decisions; however, Seller reserves the right to make the final decision. Seller makes no guarantee for continued healthy growth of the trees left in place. The Seller will not be responsible for, or repair, any foundation leaks if any landscaping is installed adjacent to the home or if basement is finished during the first year of occupancy. Permanent structures are not permitted to be placed in any wetland or easement areas. Buyer is advised to check with local municipality prior to erecting any permanent structure on their property after settlement.
25. **SUB SOIL:** Should Seller in the excavation for said dwelling house encounter rock; The Builder shall pay the first one thousand five hundred dollars (\$1,500) for the actual cost of blasting, breaking and removing such rock as is necessary for the construction of the foundation, and the Buyer shall pay the overage. Seller to notify Buyer prior to commencement of any work of this nature.
26. **RECORDING:** This Agreement shall not be recorded in the Office for the Recording of Deeds or in any other office or place of public record, and if Buyer shall record this Agreement or cause or permit the same to be recorded, Seller may elect to react such as a breach of this Agreement.
27. **DESCRIPTIVE HEADINGS:** The descriptive headings used herein are meant only to make it easier to find the paragraph and they are not intended to indicate al of the matter in the sections which follow them. Accordingly, they shall have no effect whatsoever in determining the rights or obligations of the parties. Furthermore, wherever used in this agreement the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.
28. **ENTIRE AGREEMENT:** This Agreement contains the whole agreement between the Seller and Buyer. There are no other terms, obligations, covenants, representations, statements or conditions, oral or otherwise, of any kind whatsoever concerning this sale, except as attached to this contract. Furthermore, this Agreement shall not be altered, amended changed or modified except in writing executed by the parties. It is also understood by all parties that any former contracts are completely at an end, and that all contract rights will henceforth flow from this agreement alone.
29. **BROKERS:** The Business Relationship between the Broker(s) and Seller and Buyer are as follows, UNLESS a different relationship is checked below.
- (a) The Listing Broker is Agent for the Seller
  - (b) The Selling Broker is Agent for the Buyer
  - (c) When the Listing Broker and Selling Broker are the same, the Broker is a Dual Agent. Dual Agency applies to all licensees.

UNLESS there is a Designated Agent(s) for Seller and a Designated Agent(s) for Buyer. If the same Licensee is designated for Seller and Buyer, the Licensee is a Dual Agent.

A Business Relationship exists that is different from above, as follows:

- The Selling Broker is the Agent/Subagent for Seller.
- The Selling Broker is a Transaction Licensee
- The Listing Broker is a Transaction Licensee.

MEDIATION:

- ☐ NOT AVAILABLE
- ☒ WAIVED
- ☐ ELECTED

If elected Buyer and Seller will try to resolve any dispute or claim that may arise from this Agreement through mediation, in accordance with the Rules and Procedures of the Home Sellers/Home Buyers Dispute Resolution System. Any agreement reached through a mediation conference and signed by the parties shall be binding and shall survive settlement.

Buyer acknowledges receiving a copy of this Agreement at the time of signing.

NOTICE TO PARTIES: WHEN SIGNED, THIS AGREEMENT IS A BINDING CONTRACT. Return by facsimile transmission (FAX) of this Agreement, and all addenda, bearing the signatures of all parties, constitutes acceptance of this Agreement. Parties to this transaction are advised to consult an attorney before signing if they desire legal advice.

WITNESS \_\_\_\_\_ BUYER \_\_\_\_\_ DATE \_\_\_\_\_

WITNESS \_\_\_\_\_ BUYER \_\_\_\_\_ DATE \_\_\_\_\_

WITNESS \_\_\_\_\_ SELLER \_\_\_\_\_ DATE \_\_\_\_\_

**Selections**

**Floor Coverings:** Selected From Builder Samples. To Include: Quality grade carpeting, deluxe padding & installation chosen from Builder Samples at the Grande Show Room. Hardwood, if ordered, chosen from Builder Samples at the Grande Show Room. Berber carpeting is not standard. Tile flooring is selected from Builder Samples on display at Grande Show Room.

**Lighting Allowance:** Builder Standard Package selected from Builder Samples at the Grande Show Room or at Fromm Electric. Spec home lighting is as roughed-in.

**Appliance Allowance:** Builder Standard Package to be selected at Maidencreek TV & Appliance.

**Brokerage Fee:** calculated on either base or contract package price whichever is lower.

**Olde Mill Cabinetry:** Builder Standard Layout. **ALLOWANCE: Builder Standard**\_\_\_\_ to include: Vanities, vanity tops, sinks, kitchen cabinets, range hood & installation, stainless steel double bowl kitchen sink, Formica countertops. Double bowl vanity w/ 1 piece top in most Master Baths, single bowl vanity w. 1 piece cultured marble tops in all other baths and powder room. Kitchens are considered custom. Buyer is advised to meet with cabinet maker for all selections.

**Granite:** if ordered, chosen from Builder Samples at the Grande Show Room. **Allowance: \$ As noted above**

\_\_\_\_\_  
**Builder**

\_\_\_\_\_  
**Buyer**

\_\_\_\_\_  
**Buyer**