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**DECLARATION OF PLANNED COMMUNITY
OF FARMVIEW, a PLANNED COMMUNITY**

**MOUNT JOY BOROUGH
LANCASTER COUNTY
PENNSYLVANIA**

INDEX
DECLARATION OF PLANNED COMMUNITY

ARTICLE	PAGE
I. SUBMISSION TO PLANNED COMMUNITY ACT; NAME OF PLANNED COMMUNITY	5
II. DEFINITIONS	5
III. UNITS	7
IV. COMMON ELEMENTS - LIMITED COMMON ELEMENTS	9
V. EASEMENTS	9
VI. COMMON EXPENSES, COMMON SURPLUS	12
VII. DECLARATION OF PLATS AND PLANS	14
VIII. VOTING RIGHTS OF UNIT OWNERS	14
IX. THE ASSOCIATION	15
X. HOMEOWNER ASSOCIATION FEES	15
XI. MORTGAGES ON UNITS	17
XII. INSURANCE	17
XIII. DAMAGE OR DESTRUCTION; CONDEMNATION	19
XIV. USE AND OCCUPANCY RESTRICTIONS	20
XV. REPAIR AND MAINTENANCE OF STORM WATER MANAGEMENT FACILITIES	23
XVI. LEASING OF UNITS	26
XVII. MAINTENANCE AND REPLACEMENT OF COMMON ELEMENTS....	27
XVIII. DAMAGE TO THE PLANNED COMMUNITY PROPERTY	30
XIX. AMENDMENT OF DECLARATION OF PLANNED COMMUNITY	30
XX. NOTICES	31
XXI. DECLARANT'S RIGHTS	31

XXII.	FLEXIBLE PLANNED COMMUNITY	33
XXIII.	ASSIGNABILITY OF DECLARANT’S RIGHTS	34
XXIV.	GENERAL PROVISIONS	34
XXV.	RESOLUTION OF DISPUTES CONCERNING ALLEGED DEFECTIVE CONSTRUCTION	35
XXVI.	RELEASE OF LIABILITY	37
XXVII.	ERRORS AND OMISSIONS	37

INDEX TO EXHIBITS
DECLARATION OF PLANNED COMMUNITY

ARTICLE	EXHIBITS
I.	Exhibit "A" Land Description - Full Tract
II.	Exhibit "B" Association Articles of Incorporation
II.	Exhibit "C" Association By-Laws
III.	Exhibit "D" Unit Identifying Numbers and Unit Owner's Undivided Shares in the Common Elements
III.	Exhibit "E" Description of Units
III.	Exhibit "F" Declaration Plats and Plans
V.	Exhibit "G" Declaration of Easements
XX.	Exhibit "H" Storm Water Management Facilities Repair and Maintenance Requirements

DECLARATION OF PLANNED COMMUNITY

Strong Holdings, LLC, a Pennsylvania Limited Liability Company, with principal place of business at 1349 Worthington Drive, Mount Joy, PA 17552, hereinafter referred to as “Declarant”, hereby makes this Declaration of Planned Community of Farmview, a Planned Community.

I. SUBMISSION TO PLANNED COMMUNITY ACT; NAME OF PLANNED COMMUNITY

A. Submission to Planned Community Act. By this Declaration of Planned Community, Declarant hereby creates with respect to the Land (hereinafter defined), a planned community pursuant to Title 68, PA. C.S. Section 5101 et seq. of the Pennsylvania Consolidated Statutes, as the same may be from time to time amended (the “Planned Community Act”), that certain tract of land situate in the Borough of Mount Joy, County of Lancaster and Commonwealth of Pennsylvania, the full tract of which is described in Exhibit “A” attached hereto (said tract of land being hereinafter referred to as the “Land”), together with all improvements situate thereon being hereafter referred to as the “Planned Community Property”. The Planned Community Property is currently planned to contain 18 Units (as said term is hereinafter defined) and 12 garage units (as shown on the Planned Community Plans referenced herein). The entire Planned Community Property is situate in the Borough of Mount Joy, County of Lancaster and Commonwealth of Pennsylvania.

B. Name of Planned Community. The name of the Planned Community is “Farmview, a Planned Community”.

II. DEFINITIONS

When used in this Declaration of Planned Community, the following terms (unless the context clearly requires otherwise) shall have the following respective meanings:

A. “Articles of Incorporation” means the Articles of Incorporation of the Association, a copy of which is attached as Exhibit “B” to this Declaration of Planned Community and is incorporated herein by reference, as the same may from time to time be amended.

B. “Association” means Farmview Homeowner’s Association, Inc., a Pennsylvania non-stock, non-profit corporation, which is the entity responsible for the operation of the Planned Community.

C. “Board of Directors” or “Board” means the Board of Directors of the Association.

D. “Building” means any building constructed on the Land containing the Units.

E. “By-Laws” means the By-Laws of the Association, a copy of which is attached as Exhibit “C” to this Declaration of Planned Community and incorporated herein by referenced, as the same may from time to time be amended.

F. “Common Elements” means those portions of the Planned Community Property other than the Units. The Common Elements are described in Article IV of the Declaration of Planned Community and are delineated on the Declaration Plan.

G. "Common Expenses" means the expenditures made by or on behalf of the Association, together with any allocations to reserves as the same are more particularly described in Article VI of the Declaration of Planned Community. It also means those expenditures together with any allocations to reserves as the same are more particularly described in Article X of the Declaration of Planned Community.

H. "Common Surplus" means the excess of all receipts of the Association including, but not limited to, Homeowner Association Fees, over the amount of Common Expenses.

I. "Commonly Insured Real Property" means the Common Elements and Limited Common Elements or portions of Units identified herein or in the Declaration Plan.

J. "Planned Community Act" means and refers to the Pennsylvania Uniform Planned Community Act, as the same may be amended from time to time.

K. "Planned Community Documents" means this Declaration of Planned Community and the Exhibits hereto, as the same may be amended from time to time.

L. "Homeowner Association Fee" means a share of the funds required for the payment of Common Expenses which, from time to time, are assessed against the Unit Owner.

M. "Planned Community Property" means the land, the buildings and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the Planned Community.

N. "Declaration of Planned Community" means this instrument, as it may be amended from time to time.

O. "Declaration Plan" means the survey of the land with graphic description, dimensions and locations of the Units and improvements, including Unit identifying numbers, and associated plans, as further described in Article VII hereof and certified in accordance with the provisions of the Planned Community Act, as the conditions of this Declaration of Planned Community and the Planned Community Act. The Declaration Plan has been recorded in the Recorder of Deeds Office at Instrument No. _____ and is made a part hereof.

P. "Declarant" means Strong Holdings, LLC, a Pennsylvania Limited Liability Company, with principal place of business at 1349 Worthington Drive, Mount Joy, PA 17552.

Q. "Limited Common Elements" are the garage units erected on the Planned Community Property which are allocated as follows:

1.

	<u>UNIT</u>	<u>GARAGE</u>
1		A
2		B
3		None
4		C
5		None
6		D

7	E
8	None
9	F
10	None
11	G
12	H
13	I
14	J
15	K
16	L
17	None
18	None

2. Those elements described in Article IV.B. of this Declaration

R. "Purchaser" means any person other than a Declarant who by means of voluntary transfer acquires a legal or equitable interest in a Unit other than:

1. A leasehold interest of less than five (5) years; or
2. As security for an obligation.

S. "Occupant" means the person or persons, other than Unit Owners, lawfully in possession of Unit.

T. "Unit" means a portion of the Planned Community designated for separate ownership, the boundaries of which are set forth in this Declaration of Planned Community or any amendments thereto.

U. "Unit Owner" means the owner or owners of a Unit.

III. UNITS

A. Identification of Units. Each Unit is identified on the Declaration Plan by a number. No Unit bears the same designation as any other Unit. A list of the Unit identifying numbers is attached to as Exhibit "D". As the Declaration Plan depicts, there is authorization for 18 Units.

B. Description of Units. Each Unit is located and bounded as shown on the Declaration Plans and Plats (Exhibit "F") and as more fully shown in Unit Descriptions for each of the 18 Units which are collectively marked as Exhibit "E" and attached hereto. It shall be comprised of all finished surfaces of the side walls, doors and windows within and comprising part of each Unit. Each Unit shall consist of all spaces, interior partitions and other fixtures and improvements within the title lines described above. Notwithstanding the foregoing, the Units are defined and described on the attached Exhibit "E".

C. Additional Items Included With Units.

1. All of the following items are included with each Unit if such items are wholly within a Unit and designed and installed to serve only such Unit:

- a. all non-load bearing walls and partitions, doors, door frames, door hardware and ceilings;
- b. all bathroom, lavatory and plumbing fixtures and equipment, including, without limitation, sinks, counters, toilets, vanities and exhaust fans;
- c. all electrical and lighting fixtures, including, without limitation, outlets, switches, outlet boxes, switch boxes, telephone outlets, circuit breakers and circuit breaker panels;
- d. all piping, ducts, wiring, cables and conduits of any kind or type serving only the particular Unit;
- e. all rugs, tiles and other floor coverings and finishing; and
- f. all permitted improvements constructed by the Unit Owner within the Unit.

2. Each Unit Owner shall own and be responsible for repair, maintenance and replacement of any electrical, telephone, electronic, computer and other lines and wiring designated and installed to serve only such Unit, even if such lines and/or wiring extend beyond such Unit.

D. Unit Appurtenances. The following items, interest, rights and easements are appurtenances to each Unit, may not be permanently severed from the Unit to which they are appurtenant and shall be deemed to be conveyed, leased or encumbered with the Unit even though not expressly referred to in the respective deed, lease, mortgage or other instrument:

- 1. An Undivided Share in the Common Elements (as described in Article IV hereof), together with the right to use the Common Elements in common with all other Unit Owners;
- 2. The easements designated as appurtenant to the Unit, as set forth in Article V hereof.
- 3. An interest in such Limited Common Elements which are designated for such Unit.

E. Unit Boundaries. The title lines or boundaries of the Units are also situated as shown on the Plats and Plans and shall consist of:

- 1. Upper and lower horizontal boundaries. The upper and lower horizontal boundaries of each Unit shall be the horizontal planes as described, extended to intersections with the vertical or inclined boundaries.
- 2. Vertical boundaries. The vertical boundaries of each Unit shall be the vertical planes, as described, extended to intersections with each other and with the upper and lower boundaries as well as the inclined boundaries.
- 3. Inclined boundaries. The inclined boundaries of each Unit shall be in the inclined planes, as described, extended to intersections of each other and with the upper and lower horizontal boundaries, as well as, the vertical boundaries.

4. Unit Areas. Unit areas shall be calculated based upon the amount of space (i.e. square footage) located within the "footprint" of each Unit as shown on the Planned Community Plats and Plans.

IV. COMMON ELEMENTS - LIMITED COMMON ELEMENTS

A. Common Elements. The Common Elements are all land areas, roofs of all structures and service facilities to include but not be limited to sanitary sewer lines, electrical facilities, roads, walks, parking areas, and all storm water management facilities. Each Unit shall have appurtenant thereto an Undivided Percentage Share of ownership in the Common Elements (an "Undivided Share") determined on the basis that all Units shall be assigned a factor of 1.0. A Units percentage interest shall be calculated by converting a fraction to a decimal, the numerator of which fraction is one (1) and the denominator of which fraction is the total number of Units then currently existing within the Planned Community. The fee title to each Unit shall include both the Unit and the Undivided Share in the Common Elements appurtenant to such Unit and such Undivided Share in the Common Elements shall be deemed to be conveyed or encumbered with its respective Unit, even though the description in the instrument of conveyance or encumbrance may refer only to the Unit. Any attempt to separate the fee title to a Unit from the Undivided Share in the Common Elements appurtenant to such Unit shall be null and void.

B. Limited Common Elements. The Limited Common Elements are designated as follows:

1. All electrical service meters, connections and fees for electric service, cable service and phone service are herewith designated Limited Common Elements.

2. Cable and telephone service central service boxes.

3. Any shutters, awnings, doorsteps, stoops, porches, balconies, patios and all exterior doors and windows or other fixtures designed to serve a single Unit but located outside the Unit's boundaries are Limited Common Elements allocated exclusively to that Unit.

4. To the knowledge of the Declarant there are no Common Elements within the boundaries of the Planned Community Property which may be allocated subsequently as Limited Common Elements.

5. Any electrical service facility for street lights.

6. Each unit shall have as Limited Common Elements two (2) parking spaces assigned to that Unit as shown on the Plans for the Planned Community which may be designated as two (2) exterior parking spaces or as one (1) exterior parking space and one (1) parking space contained within a garage.

7. The garages referenced above in the Definition section which are assigned for the use of designated units shall also be Limited Common Elements.

V. EASEMENTS

A. The Planned Community Property shall be and hereby is made subject to an easement for such services, systems and facilities as are desirable or necessary to serve adequately the Planned Community Property as may be necessary to effectuate the rights created herein. The easements created in this Article V (A) shall include, without limitation, the right to install, lay, maintain, repair, relocate or replace any roadways, parking areas and parking compounds, gas lines, pipes and conduits, water mains and pipes, sewer and drain lines, telephone wires and equipment, television equipment and facilities, including cable television equipment, conduits and equipment, electric or electronic wiring, systems, and equipment and other lines, systems, piping, ducts, wiring, conduits, facilities and equipment over, under, through, along and on the Planned Community Property. The Planned Community Property shall also be and hereby is made subject to an easement for all storm water management facilities and entrance features which may be necessary and as shown on the Exhibits attached hereto. The above easements shall be for the benefit of the Association and Declarant, their agents, employees and assigns. With respect to any lines, equipment, systems, or facilities serving the Planned Community Property and located upon the Common Elements, the Board of Directors shall have the right and power to dedicate and convey title to the same to any private or public utility company or municipality.

B. Each Unit shall have an easement for structural support over every other Unit and portion of the Common Elements supporting such Unit, and each portion of the Common Elements shall have an easement for support over all Units and all portions of the Common Elements supporting such portion of the Common Elements, which shall include an easement through portions of ground floor Units at the locations set forth on the Declaration Plan for structural support steel.

C. Each Unit shall be and hereby is made subject to an easement in favor of the Association, its agents, employees or assigns, for access to the Unit and its appurtenant Common Elements and Limited Common Elements: (1) to maintain, repair or relocate any of the Common Elements and Limited Common Elements pursuant to this Declaration or the Planned Community Act; (2) to perform its obligations under this Declaration to maintain and replace Common Elements and Limited Common Elements, improvements, additions and alterations to Common Elements and Limited Common Elements as otherwise herein set forth; and (3) in the event of an emergency situation involving potential loss of property or bodily harm. If any damage is inflicted on the Common Elements and Limited Common Elements or any Unit through which access is taken pursuant to this Article V (C), the Association, if it, its agents, employees or assigns are responsible, is liable for the prompt repair thereof.

D. Each Unit shall be and is hereby made subject to an easement in favor of the other Unit Owners for reasonable access, ingress and egress in connection with the installation and completion, and the subsequent maintenance, repair, permitted alteration, and replacement, if any, by such other Unit Owners, of their respective Units, as well as an easement for any pipes, cables and/or wiring which runs through any Unit to serve any other Units. The above easements shall be for the benefit of all Unit Owners, their agents, lessees, and employees; provided, however, that any such exercise of the easement created by this Article V(D) shall be subject to such rules, regulations and limitations as may be promulgated by the Board of Directors and shall cause no more than minimal disturbance to any other Unit Owners. In the event any Unit Owner shall cause any damage to the Common Elements and Limited Common Elements or any Unit through which such access is taken, the Unit Owner responsible for such damage shall be liable for the prompt repair thereof. In the event any undue damage is inflicted upon such Unit or Common Elements and Limited Common Elements, or if the Unit Owner exercising the easement created by this Article V (D) violates such rules, regulations or limitations as may be created by the Board of Directors with respect to such easements rights, the Association shall have the right to restrict or revoke such easement with regard to the abusing Unit Owner.

E. All of the Planned Community Property shall be and hereby is made subject to easements for encroachments which now or hereafter exist caused by settlement or movement of any improvements upon the Planned Community Property or caused by minor inaccuracies in the construction, repair or alteration of such improvements, or any other cause, and such easements shall continue until such encroachments no longer exist.

F. Declarant, for itself, its employees, agents, successors and assigns, reserves and shall have rights and easements:

1. Upon, through and under the Common Elements and Limited Common Elements as reasonably necessary for discharging Declarant's rights and duties under this Declaration of Planned Community or the Planned Community Act or any other applicable law;

2. To install and maintain upon, through and under the Common Elements and Limited Common Elements such electric, water, sewer, telephone, radio, television, drainage and utility lines, mains, cable systems, alarm systems, entrance features and storm water management facilities as well as other facilities as Declarant, in Declarant's sole discretion, shall deem necessary or desirable to be used in connection with the Planned Community Property;

3. Upon, through and under any Unit owned by Declarant for storage of any materials or supplies therein; to construct any partition or other facilities deemed necessary by Declarant, in its sole discretion, to convert, partition and or subdivide any Unit owned by Declarant for the creation of additional Units or Common Elements and Limited Common Elements pursuant to Article XXII hereof (provided only that the installation and maintenance of any lines, mains, cables, systems, facilities, partitions or other methods of conversion, partition or subdivision shall not materially and permanently interfere physically with the uses for which the existing Units or any portion thereof are intended); and generally for the exercise of its rights and the performance of its obligations under the Planned Community Documents, the Planned Community Act, or other applicable law.

G. Declarant, for itself, its successors and assigns, reserves and shall have the right and easement on, over and under those portions of the Common Elements and Limited Common Elements to maintain and correct drainage of surface water in order to maintain reasonable standards of health, safety and appearance.

H. With respect to the offer for sale or sale of any Unit or additional Units now or hereafter comprising a portion of the Planned Community Property, Declarant shall have the right and easement: (i) to use any Units owned, leased or otherwise contracted for by Declarant for offices and sales offices; (ii) to enter upon the Common Elements and Limited Common Elements of such Units, with business invitees to show such Unit or any Common Elements and Limited Common Elements; and (iii) to maintain upon such Common Elements and Limited Common Elements the Common Elements and Limited Common Elements sales information signs and such other signs as Declarant shall desire.

I. Each Unit Owner, for itself, its agents, guests and invitees, shall have a non-exclusive easement for ingress and egress to and from the public ways over such walks and rights of way which are part of the Common Elements and Limited Common Elements and which serve the Units or the Planned Community together with a non-exclusive easement for the use and enjoyment of the Common Elements

and Limited Common Elements. The foregoing easements shall be subject to Declarant's right to convert Common Elements and Limited Common Elements into Units pursuant to Article XXII.

J. Each Unit Owner, for itself, its agents, guests and invitees, shall have a non-exclusive easement for ingress and egress to and from such walks and rights of way which are part of the Common Elements and Limited Common Elements appurtenant to such Unit and which serve such Unit jointly with all other Unit Owners to which such Common Elements and Limited Common Elements are also appurtenant.

K. All easements for ingress and egress shall not be encumbered by any leasehold or lien other than those on the Units and their appurtenant Undivided Share in the Common Elements and Limited Common Elements, except as provided in the Planned Community Act.

L. To install and maintain upon, through and under the Common Elements and Limited Common Elements such electric, water, sewer, telephone, radio, television, drainage, utility lines, mains, cable systems, entrance features, storm water management facilities and such other facilities as Declarant may require to develop all of the rest of the land owned by Declarant shown on the recorded Plan whether the same shall be developed as Planned Community or otherwise. It is the specific intention of Declarant to reserve hereby unto itself and its successors and assigns the right to pass over, under, through and otherwise have access to all the Common Areas and all the Limited Common Areas of the Planned Community for the purpose of being assured that all of the Planned Community Property shall be able to be reasonably developed as Declarant desires either in Planned Community Units or otherwise. The only limitations on Declarant's rights in this regard are that Declarant shall take no act or action which would in any way unreasonably damage, harm or interfere with the rights and interests of the Association and the Unit Owners for their use and occupancy of their Units and the Common and Limited Common Areas.

M. Under and subject further to the right of the Homeowner's Association, and all Unit Owners to use in common with others a portion of the beds of all roads and the right of the Declarant to extend the beds of all roads through and over the Planned Community Property as Declarant may desire within the right of way shown on the Planned Community Plan, which said beds of all roads may be subject to public dedication or private use. The Homeowner's Association shall be obligated along with Declarant to sign any and all documents which may be required to effect such purpose.

N. The easements set forth in this Article V (A through N) shall run with the Land, shall be permanent and shall be binding upon every Unit Owner, the Homeowner's Association and every claimant of the Planned Community Property or any portion thereof, or of any interest therein, and their respective heirs, executors, administrators, successors and assigns and each Unit Owner, by accepting a conveyance of a Unit, shall have consented to the provisions hereof.

VI. COMMON EXPENSES, COMMON SURPLUS, PERCENTAGE INTEREST AND VOTES

A. Common Expenses: The following are hereby designated as Common Expenses allocable to all Unit Owners:

1. Expenses for the operation, maintenance, repair and replacement of the Common Elements and all Limited Common Elements, including amounts adequate to establish reserves for necessary replacement, if any, of the Common Elements and all Limited Common Elements;

2. Expenses for the management of all of the Common Elements and Limited Common.
3. Expenses for the Association in carrying out its powers and duties;
4. Expenses incurred in obtaining and providing electric, fuel, trash removal, vermin removal and security services for use in connection with the Common Elements and Limited Common Elements, together with the general cleaning, janitorial and routine maintenance and repair of the Common Elements and Limited Common Elements;
5. Premiums on all policies of insurance maintained by the Board of Directors pursuant to Article XII hereof;
6. Fees or compensation due to any manager or management company retained by the Association;
7. Any expense designated as a Common Expense by the provisions of the Planned Community Act, this Declaration, the Articles of Incorporation or the By-Laws of the Association;
8. Such amounts as the Board of Directors deems proper for working capital, capital reserve for repairs and replacement of Common Elements and Limited Common Elements general operating reserves, reserves for contingencies and those reserves necessary to make up any uncollectible delinquencies in the payment of Homeowner Association Fees; and
9. Expenses agreed upon as Common Expenses by the majority of owners in the Planned Community.

B. The Common Expenses described in this Article VI (A) shall be shared and paid in the form of Homeowner Association Fees by each of the Unit Owners in proportion to each Unit Owners' Undivided Share in the Common Elements and Limited Common Elements. However, upon a vote of sixty-seven (67%) percent or more of the Unit Owners in favor thereof, the repair, replacement and maintenance of Limited Common Elements can be redesignated so that those who are entitled to the use of any Limited Common Elements shall pay for the same pro-rata.

C. Percentage Interests and Votes:

1. Attached as an Exhibit hereto is a list of the Units being created by Declarant which sets forth their Identifying Numbers and the Percentage Interest appurtenant to each Unit, determined on the basis that all Units shall be assigned a factor of 1.0. A Unit's Percentage Interest shall be calculated by converting a fraction to a decimal, the numerator of which fraction is one (1) and the denominator of which fraction is the total number of Units then currently existing within the Planned Community.

2. The Percentage Interest shall automatically change upon addition of Units created in the Planned Community Property as set forth in Article XXI and XXII below, and the new Percentage Interest of each Unit existing after such conversion shall be determined in accordance with this Article VI, Section C.1 above.

3. The Percentage Interest shall determine the Percentage Interest in the Common Elements, the number of votes in the Association and the share of Common Expense Liability appurtenant to each Unit. A Unit's Percentage Interest shall always be appurtenant to that Unit, and any separate conveyance, encumbrance, judicial sale or other transfer of such Percentage Interest, whether voluntary or involuntary, shall be void unless the Unit to which the Percentage Interest is allocated is also transferred.

D. Common Surplus: Upon approval by the Board of Directors any Common Surplus shall be shared by each of the Unit Owners in proportion to each Unit Owners' Undivided Share in Common Elements. In the event of a Common Surplus, the Common Surplus shall be credited to the Unit Owners to reduce their future Common Expense Assessments. Any Credit due the Unit Owners pursuant to this Paragraph B shall be credited to each Unit Owner in proportion to each Unit Owner's Undivided Share in the Common Elements.

E. Apportionment of Common Expenses:

1. Unless expressly stated herein to the contrary, all Common Expenses are applicable to all Units. No Unit Owner may avoid liability for Homeowner Association Fees by waiver of the use or enjoyment of any Common Elements or Limited Common Elements or by abandonment of the Unit for which the Homeowner Association Fees are made or otherwise.

2. All Common Expenses shall be assessed against all Units in accordance with their Percentage Interest. Anything herein to the contrary notwithstanding, is understood that the unoccupied lots owned by Declarant (or Declarant's successors or assigns) on which Units have not been constructed or where houses are under construction or completed but for which no certificate of occupancy has been issued in general do not directly benefit from many of the expenses of the Association that generally relate to occupied houses. Notwithstanding the Declarant's (or Declarant's successors or assigns) ownership of lots in the Planned Community, the Association shall not levy any Common Expense assessments or special assessments against the Declarant (or Declarant's successors or assigns) for lots owned by the Declarant (or Declarant's successors or assigns) that have no dwelling, are being constructed or for which no certificate of occupancy has been issued. Declarant (or Declarant's successors or assigns) may voluntarily pay its share of Common Expenses that directly benefit the Units it owns. During the Declarant Control Period, the Declarant (or Declarant's successor or assigns) may make voluntary contributions to defray or satisfy any deficiency in expenses of the Association.

VII. DECLARATION PLATS AND PLANS

Pursuant to the requirements of the Planned Community Act, the Planned Community Property is described in the Declaration Plans and Plats (Exhibit "F").

In the event Declarant, in its sole discretion, shall exercise its right to convert, subdivide, partition or expand any Unit or Units owned by Declarant or the Common Elements pursuant to Article XXI or Article XXII hereof, the Declaration Plats and Plans shall be amended by Declarant to reflect any such conversion, subdivision, partition or expansion as further set forth in Article XXI hereof.

VIII. VOTING RIGHTS OF UNIT OWNERS

A. Each Owner or the Owners collectively of a Unit shall be Members of the Association and shall be entitled to one (1) vote, with respect to all matters on which a vote by Unit Owners is to be taken pursuant to the Planned Community Documents or the Planned Community Act (i.e. each Unit shall have one vote no matter how many owners or occupants there may be of any Unit).

B. Each Owner shall be responsible for notifying the Association who shall constitute the eligible person (s) for purposes of a quorum and the casting of votes on behalf of such owner.

C. Absent receipt by the Association of the notice specified in Article VIII (B) above, if only one of the multiple owners of a Unit is present at a meeting of the Association, he is entitled to cast the vote allocated to that Unit. If more than one of the multiple owners are present, the vote allocated to the Unit may be cast only in accordance with their unanimous agreement. For purposes of this Article VIII (C), there shall be deemed unanimous agreement if anyone of the multiple owners casts the vote allocated to that Unit without protest being made instantly to the presiding officer over the meeting by any of the other owners of the Unit. The Association shall have the right not to include any vote of a Unit Owner if it is not reasonably clear to the presiding officer who the proper persons are to cast such vote or if there is a dispute among the proper persons as to the manner in which a particular vote may be cast.

IX. THE ASSOCIATION

A. The entity responsible for the operation of the Planned Community is FARMVIEW HOMEOWNER'S ASSOCIATION, INC., a Pennsylvania non-stock, non-profit corporation. A copy of the Articles of Incorporation of the Association is attached as Exhibit "B" to this Declaration of Planned Community and incorporated herein by reference. A copy of the By-Laws of the Association is attached as Exhibit "C" to this Declaration of Planned Community and incorporated herein by reference.

B. The Association shall be managed by its Board of Directors and shall have the powers and duties set forth in this Declaration, the Articles of Incorporation of the Association, the By-Laws of the Association and the Planned Community Act. The Association shall specifically have the right to enter into agreements with the holders of mortgages of record on Units relative to the protection of the rights of such Mortgagees.

C. Subject to the provisions of Articles XIII, XIV, XX and XXI hereof, the Association shall not have the power, by act or omission, to abandon, partition, subdivided, encumber, sell or transfer any or all of the Common Elements or Limited Common Elements unless holders of at least two-thirds (2/3) of the aggregate Undivided Shares of the Planned Community have given their prior written approval. The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements or Limited Common Elements by the Planned Community shall not be deemed a transfer for purposes hereof.

D. The Board of Directors of the Association shall have the right to adopt a policy under which the Association will indemnify and hold harmless Directors of the Association for acts of omission but not gross negligence

X. HOMEOWNER ASSOCIATION FEES

A. The Association, acting through the Board of Directors in accordance with the By-Laws shall have the power to fix and determine, from time to time, the sums necessary and adequate to provide

for the Common Expenses (the "Homeowner Association Fees"), including but not limited to, such amounts as are necessary for uncollectible Homeowner Association Fees, budget deficits, any reserves as the Board of Directors shall deem necessary and prudent, and such other expenses as are specifically provided for in the Planned Community Act, this Declaration of Planned Community or the By-laws. Unit Owners shall then pay Homeowner Association Fees to pay the Common Expenses as set forth at Article VI. The Association shall set the initial Homeowner Association Fees upon conveyance by Declarant of the first Unit in the Planned Community. After the first Planned Community Fee has been set, Planned Community Fees shall be made monthly or at such other times as deemed appropriate by the Association, and shall be based on the annual budget adopted by the Association. Homeowner Association Fees shall be payable on the first day of the month unless determined otherwise by the Association. The budget shall include such items as are set forth in Article VI hereof. The Association shall also establish in the first year of operation, a working capital fund with sums equal to at least one (1) monthly installment of Homeowner Association Fees for each Unit comprising the Planned Community Unit which is sold by Declarant to a Unit Owner other than Declarant. Any budget amount approved by the Board of Directors shall be deemed approved by the Association, unless such budget amount is rejected by the Unit Owners of Units to which a majority of the votes of the Association are allocated.

B. Homeowner Association Fees that are unpaid for over fifteen (15) days after the due date shall bear interest at a rate of fifteen (15%) percent per annum from the due date until paid, or such different rate as may be determined by the Board of Directors, and nothing herein contained shall limit the Association's right or ability to charge interest on unpaid Homeowner Association Fees up to the then highest rate permitted by law. In the sole discretion of the Board of Directors and to the extent permitted by law, a late charge of up to \$15.00 per Homeowner Association Fee or installment thereof not paid when due may be assessed against a delinquent Unit Owner.

C. The Association shall have a lien on each Unit for any unpaid Homeowner Association Fees, together with interest thereon, owed by the Unit Owner of such Unit. Reasonable attorneys' fees (including fees in appellate proceedings) incurred by the enforcement of such lien, together with sums advanced or paid by the Association in order to preserve and protect its lien, shall be payable by the Unit Owner upon demand and shall be secured by such lien.

D. The Board of Directors may take action as it deems necessary to collect Homeowner Association Fees by personal action, or by enforcing and foreclosing said lien, and may settle and compromise the same, if it shall so determine. Said lien shall be effective from and after the time when Homeowner Association Fees or late charge becomes due, and shall have the priorities established by the Planned Community Act. Subject to the provisions contained in the Planned Community Act regarding lien priorities, the provisions of the Declaration of Planned Community shall constitute record notice and perfection of the lien. However, a lien for unpaid Homeowner Association Fees is extinguished unless proceedings to enforce the lien are instituted within three (3) years after the Homeowner Association Fees become payable. The Association shall furnish to a Unit Owner or the holder of any mortgage of record on a Unit, upon written request, a recordable statement setting forth the amount of unpaid Homeowner Association Fees currently levied against the particular Unit. The statement shall be furnished within ten (10) business days after receipt of the request and is binding on the Association, its Board of Directors and every Unit Owner. The Association shall also promptly furnish to each holder of a mortgage of record on a Unit, written notification of any default that is not cured within thirty (30) days. The holder of any mortgage shall have the right to examine the books and records of the Association and to require annual reports and other financial data from the Association. A Unit Owner shall also be personally liable for unpaid Homeowner Association Fees which are made during the period a Unit is owned by such Unit

Owner and also any subsequent owner of a Unit shall be responsible for any unpaid Homeowner Association Fees due except as set forth in Article X(E).

E. Where the holder of a first mortgage of record on a Unit or other purchaser of a Unit obtains title to a Unit as a result of foreclosure or by deed in lieu of foreclosure pursuant to a first mortgage of record on a Unit, such acquirer of title, its successors and assigns, shall not be liable for the share of Common Expenses or Homeowner Association Fees by the Association pertaining to such Unit, or chargeable to the former Unit Owner of such Unit, which becomes due prior to acquisition of title as a result of the foreclosure, and any lien of the Association, including specifically any lien relative to fees, charges, late charges, fines and interest that may be levied by the Association pursuant to Section 5302(a)(10), (11) and (12) of the Act, shall be subordinate to the lien of a first mortgage of record which is recorded prior to the due date of the Homeowner Association Fee, to the extent permitted by the lien priority requirements of the Planned Community Act.

F. The Association, acting through its Board of Directors, shall have the right to assign its claim and lien.

G. In addition to the Homeowner Association Fees authorized above, the Association may levy, in any fiscal year, a special Homeowner Association Fee applicable to that year only for the purpose of defraying, in whole or in part, the pro-rata costs of any reconstruction, repair, or replacement of the roof of any other Common Element or Limited Common Element of the Planned Community.

H. The amount of Homeowner Association Fees for the Association may change from time to time as authorized herein and/or as additional Units may be added under Article XX.

XI. MORTGAGES ON UNITS

A. Any mortgage which is a lien against a Unit and which is recorded after the recording of this Declaration of Planned Community shall be subject to the terms and conditions of this Declaration of Planned Community and the Exhibits hereto, including, but not limited to, the right of the Declarant to grant construction mortgages to finance the construction of any additional Units thereon (pursuant to Article XXI or XXII hereto) without the joinder of the Association or any Unit Owner.

B. Upon written notice to the Secretary of the Association by the holder of any mortgage which is a lien upon a Unit setting forth the name of such holder, the address of such holder, the date of such mortgage and the Unit upon which such mortgage is a lien, the Secretary of the Association shall place such information in a register to be maintained for such purposes.

XII. INSURANCE

A. Insurance to be Maintained. The Board of Directors of the Association shall obtain and continuously maintain from and after the time of the first conveyance of a Unit to a person or entity other than Declarant:

1. Property insurance against loss by damage to or destruction of the Commonly Insured Real Property by fire or by such other direct risks of physical loss and extended coverage, the total amount of which shall be not less than eighty (80%) percent of the actual cash value of the Commonly Insured Real Property exclusive of land, excavations, foundations and other items normally excluded from

property policies. The proceeds of such insurance provided for by this Article XII shall be payable to the Association, to be held and/or disbursed by the Board of Directors pursuant to the provisions of the Planned Community Act.

2. Comprehensive general liability insurance, including without limitation, medical payments insurance, insuring the Unit Owners, the Association, the Officers and Directors of the Association and any manager, against liability for death, bodily injury and property damage arising out of or in connection with the ownership, maintenance or use of the Common Elements and Limited Common Elements. Limits of liability shall be determined by the Board of Directors and shall be at least \$1,000,000.00 for any injuries or death sustained by any person in any single occurrence, and at least \$300,000.00 for property damage resulting from each occurrence. Such policy shall contain "severability of interest" endorsements which shall preclude the insurer from denying the claim of a Unit Owner because of the negligent act or acts of the Association or other Unit Owners.

3. Insurance against loss by damage to or destruction of any personal property of the Association in such amounts as the Board of Directors shall determine.

4. Policies of Directors and Officers liability insurance and errors and omissions insurance, insuring the Directors and Officers of the Association and the Association, may be obtained at the discretion of a majority of the Members of the Association insuring the Directors and Officers of the Association and the Association against liability arising in connection with the performance of their duties. In the event that no such insurance is in effect from time to time, then it is herewith provided that all Members of the Association agree to indemnify and hold harmless any Directors and/or Officers of the Association from any claim made against them for any acts done by them when they are acting within the scope of their authority on behalf of the Association; provided, however, that said Indemnification shall not apply to intentional or willful wrongdoing or gross, willful and wanton negligent acts.

5. Such Worker's Compensation insurance as may be required by law.

6. Such other types and amounts of insurance as the Board of Directors may require or deem necessary from time to time.

B. Additional Requirements.

The insurance to be maintained by both Boards of Directors pursuant to Article XII (A) hereof shall comply with the following requirements:

1. All policies shall be issued by a company licensed to do business in the Commonwealth of Pennsylvania and holding a Bests' Insurance Reports financial rating of Class V provided it has a general policy holder's rating of "A" or better or an equivalent rating if Bests' Insurance Reports ratings are discontinued.

2. Exclusive authority to adjust losses under said policies shall be vested in the Board of Directors or its authorized representative.

3. In no event shall coverage under said policies exclude policies of individual Unit Owners from consideration.

4. The insurance policies carried pursuant to Article XII (A) must provide: (i) that each Unit Owner is an insured person under the policy with respect to liability arising out of its ownership in the Association; (ii) that the insurer under the policies shall waive its rights to subrogation under the policies against any Unit Owner or its employees; (iii) that no act or omission by any Unit Owner will void the policies or be a condition to recovery under the policies; (iv) that if, at the time of loss under the policy or policies, there is other insurance in the name of a Unit Owner covering the same property covered by the policy or policies, the policy or policies carried pursuant to Article XII (A) hereof shall be primary insurance not contributing with the other insurance; and (v) a standard mortgagee clause for each holder of a first mortgage of record on a Unit, with such clause to provide that the insurance carrier shall notify such holder at least thirty (30) days in advance of the effective date of any reduction in or cancellation of the policy.

5. The insurer issuing insurance policies pursuant to Article XII (A) hereof shall also issue certificates or memoranda of insurance to the Association and, upon request, to any Unit Owner or holder of a mortgage of record on a Unit, setting forth that the insurance may not be canceled until thirty (30) days after notice of the proposed cancellation has been mailed to the Association, each Unit Owner, and each holder of a mortgage of record to whom certificates of insurance were issued.

6. The insurance described in Article XII (A)(1) hereof shall meet the requirements and recommendations of the Fire Underwriters Rating Bureau.

C. Annual Review of Coverage. The Board of Directors shall review annually the adequacy of the coverage afforded by the policies maintained pursuant to this Article XII, and the President of the Association shall report the results of said review at each annual meeting of the Unit Owners.

D. Insurance Premiums: A Common Expense. All premiums for the policies of insurance to be maintained by the Board of Directors pursuant to Article XII (A) hereof shall be a Common Expense.

E. Insurance of Individual Unit Owners. Each individual Unit Owner shall be responsible for obtaining additional insurance at its own expense, including, without limitation, the value of any personalty or improvements which are not included as Commonly Insured Real Property and the value of all betterments to its Unit; provided, however, that no Unit Owner shall be entitled to exercise its right to maintain insurance coverage in such a way as to decrease the amount which the Board of Directors, on behalf of the Unit Owners, may realize under any insurance policy to be maintained pursuant to Article XII(A) hereof.

XIII. DAMAGE OR DESTRUCTION; CONDEMNATION

A. Repair. Except as provided by Article XIII (B) hereof, any damage to or destruction of any of the Commonly Insured Real Property shall be promptly repaired and restored by the Board of Directors using the proceeds of insurance held by the Board of Directors for that purpose. The cost of repair or replacement in excess of insurance proceeds and reserves, if any, shall be a Common Expense and shall be assessed against the Unit Owners as such. Unit Owners may apply the proceeds from their individual insurance policies, if any, to the share of such Common Expense as may be assessed against them. The Board of Directors shall restore the damaged Commonly Insured Real Property to substantially the same condition as it was immediately prior to the damage. If there is any excess of insurance proceeds over the cost of such repair or restoration, such excess shall be distributed to the Unit Owners in proportion to

their respective Undivided Shares in the Common Elements or to any lien holders as their interests may appear.

B. Notwithstanding anything herein contained to the contrary, the Board of Directors shall not restore the Commonly Insured Real Property to substantially the same condition as it was immediately prior to the damage, if repair or replacement would be illegal under any state or local health or safety statute or ordinance; or if eighty (80%) percent of the Unit Owners vote not to rebuild and restore, or if the Planned Community is terminated in accordance with the provisions of Article XIX of this Declaration of Planned Community. Distribution of insurance proceeds in the event of any of the foregoing occurrences shall be in accordance with the provisions of the Planned Community Act.

C. In the event of any acquisition of a Unit or Common Elements or any part thereof by eminent domain, the provisions of the Planned Community Act shall be applicable. The Association shall use condemnation proceeds from Common Elements to promptly repair and restore the remaining Common Elements to their condition prior to the condemnation to the extent possible. The Association shall give prompt written notice to holders of first mortgage of record on Units of the Association of any eminent domain proceedings. To the extent permitted by the Planned Community Act and law, the eminent domain proceedings shall not disturb the lien priority of a first mortgage of record on a Unit.

XIV. USE AND OCCUPANCY RESTRICTIONS

PREAMBLE:

Farmview, a Planned Community, is being developed and created for the purpose of providing a quiet and enjoyable residential community for qualified occupants. All facilities forming a part of the Common Elements and the Limited Common Elements as herein defined are owned and operated by the Association as provided by this Declaration, the By-Laws and the Planned Community Act. It is to this end that the Association has as its purpose the maintenance of an organization to provide a safe, wholesome, healthy and sound environment for the Homeowner's Association's Occupants.

A. General Provisions

1. All Units within the Planned Community shall be used only for residential purposes and all facilities found or contained within the Common Elements or Limited Common Elements shall be used to provide for the welfare of the Homeowner's Association Occupants. The Limited Common Element garages shall be used solely for parking vehicles and storage of non-hazardous materials.

2. All uses shall conform to and be in compliance with all applicable laws, rules, regulations and requirements of all federal, state and local governmental and quasi-governmental authorities, including but not limited to zoning ordinances and regulations. No Common Element storage area or Limited Common Elements such as a garage shall be used other than for storage of articles, items, equipment or supplies related to these purposes. No hazardous or flammable materials may be stored in any storage areas. The Association may adopt rules and regulations relating to the storage of any materials on the Planned Community Property.

3. No use or practice shall be permitted in any Unit which: (i) is determined by the Board of Directors to be a source of undue annoyance to the Owners or Occupants of other Units or interferes with the peaceful possession and proper use of the Planned Community Property by such other

Owners or Occupants; or (ii) will materially increase the rate of insurance on the Planned Community Property beyond that to be anticipated from the proper and accepted conduct of otherwise permitted uses hereunder.

4. Except as provided in Article XIX hereof, no Unit may be combined with any other Unit nor divided nor expanded without the prior written consent of the Board of Directors which consent shall not be unreasonably withheld. The Board of Directors must determine that said combination or division or addition will not adversely affect the structural soundness of the building nor the use and enjoyment of Planned Community Property by any other Unit Owner. During the period of Declarant control, the Declarant, and thereafter the Board of Directors, may condition its approval upon presentation to it by the particular Unit Owner of satisfactory plans and evidence of ability of the Unit Owner to pay for such improvement. The Unit Owner(s) must pay all costs and expenses incurred by the Association in connection with such review and approval, including without limitation architectural, engineering and attorneys' fees and recording fees in connection with the recordation of its consent as described below, the nonpayment of which shall, at the option of the Association, void any consent given herein. In addition, the Association may exercise any of its remedies under this Declaration or under the law with respect to the nonpayment of Homeowner Association Fees. In the event of a permitted combination or subdivision, the Association shall, subsequent to completion of the work and approval thereof by the Association, prepare, execute and record an amendment to this Declaration, including the plats and plans, and amend the Undivided Shares and voting rights of the Units affected, all at the expense of the Unit Owner(s) requesting such combination or division as aforesaid.

5. No Unit Owner may erect or permit erection of any sign, banner, advertisement, or notice in or on a Unit which is visible from the outside of the Unit unless a majority vote of the Board of Directors shall so allow. All real estate signs such as "For Sale" or "For Rent" on Units to be resold shall be displayed only in the front lawn of the Unit being sold. The Association shall adopt such other reasonable rules and regulations relating to the sign requirements and the designated sign areas.

6. No radio or television antenna, aerial, receiving dish or other object shall be attached or placed upon any portion of the Common Elements or Limited Common Elements without the prior express, written consent of the Board of Directors or the Association.

7. Any exterior alteration to a Unit must be approved by the Board, which approval shall comply with all applicable state, federal and local requirements.

8. The Common Elements and Limited Common Elements shall be used only for the furnishing of the services and facilities for which they are reasonably suited.

9. Each Unit Owner, other than the Declarant, must refer all contractors, contractor's representatives and installation technicians rendering any service on or to its Unit which affects or may affect any portion of the Common Elements or Limited Common Elements or any other Unit to the Office of the Planned Community managing agent or Board of Directors for approval before performance of any contractual service. This provision shall apply, without limitation, to all work performed in the Unit requiring penetration of any of the Common Elements including, without limitation, the installation of telephones, telegraph equipment, electrical devices and attachments, word processing or computer equipment, and installation of any nature affecting walls, floors, woodwork, trim, windows, ceiling, equipment or any physical portion of the Unit. If any Unit Owner desires the installation, maintenance, repair, or replacement of any telegraphic, telephonic, electrical, electronic, word

processing, computer, or other connections the Planned Community managing agent or Board of Directors will direct the technicians as to where and how the wires may be introduced and without such directions, no boring or cutting of wires or other commencement of the work will be permitted. In so directing, the Planned Community managing agent, and such Unit Owners, shall use their best efforts to cause such connections to remain outside the title lines of any other Unit.

10. No employee of the Association or any manager acting on its behalf shall be requested or required by any Unit Owner to perform any personal service for any Unit Owner not in the line of duties prescribed for such employee or manager by the Association.

11. Each Unit Owner shall be held accountable for any violation by any invitee, licensee, lessee, agent or employee of the Unit Owner of these rules or other rules or regulations promulgated by the Board.

12. Any consent or approval required by the Association and by these rules and regulations must be in writing to be effective, shall be revocable at any time and unless otherwise stated, may be given or refused in the sole discretion of the Board of Directors.

B. Association Goals and Authorizations.

1. The Association shall be authorized under this Declaration to provide for and/or establish such plans and/or services as are approved by the Unit Owners and the Board of Directors to enhance the quality of life of the Occupants. Such matters as providing for social or recreational programs, recreational facilities, keeping the common areas physically accessible to the Occupants, and other such services to benefit the residents shall be appropriate for the Association to carry out as may be agreed. For any such matter or program established, the Association shall have the right to designate some or a portion of the cost thereof as may be agreed upon as herein otherwise set forth as a Common Expense and such shall be made part of the Homeowner Association Fees authorized to be charged Unit Owners and/or Occupants.

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

C. Miscellaneous Restrictions on Use and Occupancy.

1. No animals, livestock or poultry of any kind shall be raised, bred or kept in or around any Unit on the Common Areas except for indoor dogs, cats or other household pets provided they are not kept, bred or maintained for commercial purposes. Pets other than dogs and cats must be approved by the Board of Directors.

2. The Unit Owner shall make every effort to keep the Common Elements and Limited Common Elements free of rubbish, trash and junk at all times.

3. No travel trailers, campers, motorized recreational vehicles (including snowmobiles, boats and other vehicles) shall be permitted to remain on the premises in excess of forty-eight (48) hours.

4. No trucks, motorcycles or automobiles not in normal use and currently inspected and licensed shall be stored anywhere on the premises outside of the Unit or garages.

5. Occupants shall be responsible to guard against causing undue noise or other disturbances of other Occupants.

XV. REPAIR AND MAINTENANCE OF STORM WATER MANAGEMENT FACILITIES

The following provisions concerning the repair and maintenance requirements for the storm water management facilities contained within the Planned Community Property shall herewith apply and shall be the obligation of the Association throughout the term of its existence:

A. Maintenance Plans for Detention Basins

1. Basins will store water during high-intensity rainfall to ensure peak rates of flow from the Planned Community Property are not increased.

2. Mowing. Grass shall be mowed whenever adjoining lawns are mowed, but at least twice each year. Trees and shrubs should not be permitted to grow in any part of the basins. Chemical weed control shall be permitted in accordance with State and Local regulations.

3. Liming and Fertilizing. If the vegetation becomes distressed, the soil should be sampled and tested at a qualified soil testing laboratory. Lime and Fertilizer should be applied per recommendations based on the tests.

4. Replanting and overseeding. If vegetation covers less than 40% of the soil surface, lime, fertilizer and seed in accordance with current recommendations for new seedings. If vegetation covers more than 40% but less than 70% of the soil surface, lime, fertilizer and overseed in accordance with current recommendations.

5. Removing trash and debris. Trash, litter and vegetation will be removed as needed to prevent obstruction to the flow of water, to prevent movement of trash and litter to downstream properties, to provide an attractive appearance and to minimize water pollution.

6. Removing sediment. Soil materials (including clay, silt, sand and gravel) will be removed to maintain the designed storage capacity.

7. Sediment disposal. Sediment disposal should be in accordance with applicable regulations for disposal of sediment.

8. Repairs. Repair slides, slumps and eroded area promptly. Pipes, headwalls and outlet structures will be maintained, repaired and/or replaced as needed to maintain the integrity of the structure. Exposed metal surfaces will be painted to minimize damage due to rust.

9. Maintenance inspections. The Association will inspect each basin after each rainfall event greater than two (2) inches and at least once a year. At a minimum, the basins should be inspected annually for: excessive erosion or sedimentation, cracking or settling, sluggishly draining devices (i.e. surcharged roof drains or excessively ponded water), algae growth, noxious odors, poor or distressed grass cover and signs of vandalism. Appropriate measures shall be employed to repair any noticeable abnormalities.

10. Maintenance records. Records of all maintenance and repairs performed shall be provided to the Pennsylvania Department of Environmental Protection, Lancaster County, and/or Mount Joy Borough upon request.

11. Maintenance and repair costs. All maintenance and repair costs for detention basins will be borne by the Association.

12. The detention basin shall not be modified in any way without prior written approval by the Pennsylvania Department of Environmental Protection, Lancaster County, and/or Mount Joy Borough.

B. Maintenance Plan of Permanent Storm Water Management Facilities.

The objective for the maintenance program is to maintain the full available capacity of the storm water detention basins. All storm water best management practices (BMP's) shall be owned and maintained by the Association, whether located within or outside of a recorded drainage easement. Mount Joy Borough maintains the right to perform periodic inspections of the storm water facilities when located outside the Mount Joy Borough right-of-way, whether the facilities are within or outside a formal drainage easement. If Mount Joy Borough determines that the Association is not maintaining the facilities in accordance with the following specifications, Mount Joy Borough may employ the means to repair or modify the storm water management and BMP facilities at the Association's expense.

1. At a minimum, the basin should be inspected annually for: excessive erosion or sedimentation, cracking or settling, sluggishly drainage devices (i.e. surcharged roof drains or excessively ponded water), algae growth, noxious odors, poor or distressed grass cover and signs of vandalism.

2. The basin bottom shall be mechanically aerated on an annual basis to maintain soil permeability.

3. All inlets shall be inspected for debris (including but not limited to trash and leaves) and sediment build-up and cleaned on a regular basis.

4. Individual unit owners shall keep roof gutter and downspouts free of leaves and other debris at all times.

C. Maintenance Agreement.

1. Maintenance will include, but is not limited to:

a. Inspections as noted herein and after all major storm events, of the facilities.

- b. Maintenance of facilities as previously outlined.
- c. Cleaning of sediment deposits in the sumped storm water inlets when sediment reaches a level of six (6) inches within an inlet.
- d. Mowing and maintaining stable grass as previously described.

2. It is further agreed that the Association will inspect all of the storm water BMP's on a regular basis to insure their property operation, or upon inspection by the Lancaster County Conservation District, Mount Joy Borough or other agencies. The Association agrees to perform maintenance on the storm water BMP's if it has been determined that the storm water BMP's are not functioning as designed and are in need of maintenance.

D. Maintenance Plans for Swales, Inlets, Outlet Structures, Pipes, Roadways and Riprap Aprons.

1. Swales, inlets, outlet structures, pipes, roadways and riprap aprons assure safe conveyance of storm water and minimize the risk of flooding and erosion.

2. Mowing of swales. Grass should be mowed whenever adjoining lawns are mowed, but at least twice each year. Trees and shrubs should not be permitted to grow in any part of the swales. Chemical weed control shall be permitted in accordance with State and Local regulations.

3. Liming, fertilizing, replanting and overseeding. If vegetation covers less than 40% of the soil surface, lime, fertilizer and seed in accordance with current recommendations for new seedings. If vegetation covers more than 40% but less than 70% of the soil surface, lime, fertilizer and overseed in accordance with current recommendations.

4. Removing trash and debris. Trash, litter and vegetation will be removed as needed to prevent obstruction to the flow of water and to prevent movement of trash and litter to downstream properties, to provide an attractive appearance and to minimize water pollution. After broom sweeping and removing debris from around the inlet, the catch basin grate should be removed and the condition of the inlet box checked.

5. Removing sediment. Soil materials (including clay, silt, sand and gravel) will be removed to maintain the design capacity. All sumped storm water inlets shall be inspected monthly. Sediment in sumped inlets shall be removed between March 1 and April 1 and between September 1 and October 1 of each year and also at such times when sediment reaches a level of six (6) inches within an inlet.

6. Sediment disposal. Sediment disposal should be in accordance with applicable regulations for disposal of sediment.

7. Repairs. Repair slides, slumps and eroded areas in swales promptly. Pipes, inlets, outlet structures, and riprap aprons will be maintained, repaired and/or replaced as needed to maintain the integrity of the structure. Exposed metal surfaces will be painted to minimize damage due to rust.

Roadway paving will be maintained to keep the specified crown and cross slope to assure positive storm water drainage.

8. Maintenance inspections. The Association will inspect all swales, inlets, outlet structures, pipes, roadways and riprap aprons after each rainfall event greater than two (2) inches and at least once each year within their respective units. Riprap aprons must remain to the designed dimensions and no bare earth can be visible within them.

9. Maintenance and repair costs. All maintenance and repair costs for swales, inlets, outlet structures, pipes, roadways, and riprap aprons will be borne by the Association. All maintenance costs for swales, inlets, outlet structures, pipes, roadways and riprap aprons within a unit's property and outside of Mount Joy Borough right-of-way shall be borne by the Association.

10. Maintenance records. Records of all maintenance and repairs performed shall be provided to the Pennsylvania Department of Environmental Protection, Lancaster County and/or Mount Joy Borough upon request.

11. Swales, inlets, outlet structures, pipes, roadways and riprap aprons shall not be modified in any way without prior approval by the Pennsylvania Department of Environmental Protection, Lancaster County and/or Mount Joy Borough.

12. Mount Joy Borough maintains the right to perform periodic inspections of storm water facilities, whether the facilities are within or outside a formal drainage easement. If Mount Joy Borough determines that the Association is not properly maintaining the facilities, Mount Joy Borough may employ the means necessary to repair, modify or maintain the facility at the Association's expense.

XVI. LEASING OF UNITS

A. Leases. A Unit Owner may lease or sublease his, her or their Unit (but not less than his, her or their entire Unit) at any time and from time to time provided that:

1. All leases and rental agreements shall be in writing;
2. No lease or rental agreement for a Unit shall be for an initial term of less than one hundred eighty (180) days;
3. All leases and rental agreements shall state that they are subject to the requirements of the Association;
4. A Unit Owner shall deliver up to date copies of the Declaration, the Bylaws and Rules and Regulations to the Unit Owner's tenant at the time any lease or rental agreement is executed, and the tenant shall sign a receipt thereof. Copies of any amendments to the Declaration, Bylaws and Rules and Regulations received the Unit Owner during the term of the lease shall be forwarded by the Unit Owner to the tenant upon receipt if the amendment(s) affect the tenant's occupancy of the Unit;
5. The rights of any tenant of a Unit shall be subject to, and each tenant shall be bound by the Association documents, and a default thereunder shall constitute a default under the lease;

6. Notwithstanding that a lease may require the tenant to be responsible for the payment of the Common Expense assessment during the term of the lease, any such provision shall not relieve the Unit Owner of his, her or their obligation for payment same in the event that the tenant fails to do so;

7. A Unit Owner shall provide the Executive Board with the name(s) of the tenants, and all contact information including telephone numbers and email, the address of the leased Unit, the number of occupants of the Unit and the name of each occupant and a copy of the receipt referred to in Article XVI.A.4 above within ten (10) days after execution of the lease; and

8. A Unit Owner intending to lease his, her or their Unit shall provide his, her or their new mailing address, and all contact information including telephone numbers and email, if at a location other than his Unit, to the Executive Board within ten (10) days after vacating his Unit.

B. Exceptions. Notwithstanding the foregoing, the provisions of this Article shall not apply to Units leased or subleased by the Declarant or to a mortgage which is either in possession of a Unit or is a purchaser at a judicial sale.

XVII. MAINTENANCE AND REPLACEMENT OF COMMON ELEMENTS
AND LIMITED COMMON ELEMENTS; IMPROVEMENTS, ADDITIONS
AND ALTERATIONS TO COMMON ELEMENTS
AND LIMITED COMMON ELEMENTS

A. Maintenance and Replacement of Common Elements and Limited Common Elements. The Association shall have the sole and exclusive authority (provided that said Association may delegate said authority) and the duty and responsibility to maintain all portions of the Common Elements and Limited Common Elements in good order and repair and to make all replacements and renewals necessary to so maintain all portions of the Common Elements and Limited Common Elements, including, but not limited to, all piping, ducts, wiring, cables, conduits or public utility lines located upon or within the Common Elements and Limited Common Elements. The Standards of Services used by the Association in connection with its obligations as set forth in this Article XVII shall be to perform said services promptly and to assure that all services are performed in a good and workmanlike fashion in accordance with the manner in which such services are performed in this area for such work. In no event will the Association be required to increase or decrease its obligations herein or any Standards of Services used in connection therewith if the effect would, in the Association's reasonable opinion: (a) diminish the value or adversely affect the appearance of any portion of the Planned Community Property; (b) jeopardize or tend to impair the structural integrity or lessen the support of the Planned Community Property or any portion thereof; or (c) impair or tend to impair any easement or hereditament or right to the use or enjoyment of any Unit Owner entitled to such use and enjoyment.

The failure of the Association to perform any of its obligations as set forth in this Article XVII shall in no way entitle or be construed to entitle a Unit Owner to waive or relinquish the Unit Owner's responsibility to pay its Homeowner Association Fees, and the failure on the part of any Unit Owner to pay any Homeowner Association Fees shall entitle the Association to exercise any of its rights and remedies available to it under this Declaration or the Act. The Association shall not be held liable by any Unit Owner in the event of a failure on its part to perform any of its obligations as set forth in this Article XVII.

B. Improvements, Additions and Alterations to the Common Elements and Limited Common Elements. The Association shall have the sole and exclusive authority (provided that the Association may delegate said authority) to make improvements, additions or alterations to any portion of the Common Elements and Limited Elements with the prior written consent of the Association and upon such terms, conditions and provisions as the Association shall determine in its sole and absolute discretion. If any Unit Owner shall make or contract of any improvement, alteration or addition to the Common Elements or Limited Common Elements without the prior written consent of the Association, or violate any terms, conditions or provisions pursuant to which the authority to make such improvement was granted, the Association may, in addition to all other remedies to which it would be entitled and without liability to the Unit Owner, immediately remove the particular improvement, alteration or addition and the Unit Owner shall, upon demand, reimburse the Association for the entire cost of such removal.

C. Storm Water Management Facilities Ownership and Maintenance Responsibilities. All storm water management facilities as shown on the Plan of the Planned Community are Common Elements and shall remain so in perpetuity. See Article XV above concerning Storm Water Management Facilities.

The purpose of these storm water management provisions included in this Declaration is to describe the ownership and the maintenance responsibilities for them after they are installed on the premises and to impose the ownership and maintenance responsibilities upon Declarant, its successors and assigns and upon successor owners of the Planned Community or any Unit within it and to set forth the rights of Mount Joy Borough, Lancaster County, Pennsylvania, with regard thereto.

The storm water facilities will be Common Elements and as such owned by the Association and its successors and assigns.

1. All drainage courses, swales, storm water inlets, pipes, conduits, detention basins, BMPs, and other storm water management facilities shall be installed, constructed and maintained by Declarant, its successors and assigns, in a first class condition in conformance with the Plan, as approved by Mount Joy Borough and in a manner sufficient to meet or exceed the design standards and specifications set forth on the Plan. These responsibilities shall include, but not be limited to, the following:

a. Liming and fertilizing vegetated channels and other areas according to the specifications in the "Erosion and Sediment Pollution Control Manual" published by the Pennsylvania Department of Environmental Protection or such similarly accepted standard.

b. Replanting and overseeding. If vegetation covers less than 40% of the soil surface, lime, fertilizer and seed in accordance with current recommendations for new seedings. If vegetation covers more than 40% but less than 70% of the soil surface, lime, fertilizer and overseed in accordance with current recommendations.

c. Mowing as described at Article XV.A.2 to maintain adequate strands of grass and to control weeds. Chemical weed control may be used if federal, state and local laws and regulations are met. Selection of seed mixtures shall be subject to approval by the Township.

d. Removal of silt from all permanent structures which trap silt or sediment in order to keep the material from building up in grass waterways, pipes, detention or retention basins, infiltration structures, BMPs, and/or other facilities and thus reducing their capacity.

e. Regular inspection of areas in question to assure proper maintenance and care, including but not limited to proper implementation of BMPs.

f. Repairs. Repair slides, slumps and eroded area promptly. Pipes, headwalls and outlet structures will be maintained, repaired and/or replaced as needed to maintain the integrity of the structure. Exposed metal surfaces will be painted to minimize damage due to rust.

2. Declarant, for itself, its successors and assigns, agrees that the failure to maintain all drainage courses, swales, storm water inlets, pipes, conduits, detention basins, BMPs and other storm water management facilities in a first-class condition in conformance with this Declaration and the Plan shall constitute a nuisance and shall be abatable by the Borough as such.

3. Declarant, for itself, its successors and assigns, authorizes the Borough, at any time and from time to time, by its authorized representatives, to enter upon the Premises to inspect the storm water management facilities.

4. The Borough may require that Declarant, its successors or assigns, or any future owner or occupier of the Planned Community, or any part thereof, to take such corrective measures as the Township may deem reasonably necessary to bring the facilities into compliance with this Declaration and with the Plan, as approved by the Borough.

5. Upon the failure of the Association to comply with the terms of these storm water management provisions or to take corrective measures following thirty (30) days notice from the Borough, the Borough, through its authorized representatives, may take such corrective measures as it deems reasonably necessary to bring the facilities into compliance with this Declaration and with the Plan, including but not limited to, the removal of any blockage or obstruction from drainage pipes, swales and detention basins, and BMPs and may charge the cost thereof to Declarant, its successors or assigns, or any owner of the Premises. In default of such payment, the Borough shall have the right to exercise all legal and equitable remedies available to it to obtain compliance.

6. Declarant hereby imposes upon the Planned Community for the benefit of all present and future owners of the Planned Community or any part thereof, the Borough and all other property owners affected by the storm water management facilities, the perpetual nonexclusive right, privilege and easements for the draining of storm water in and through the drainage courses, swales, storm water inlets, pipes, conduits, detention basins, BMPs, and other storm water management facilities depicted on the plan or plans submitted to the Borough or hereafter made of record and now or hereafter installed on or constructed upon the Planned Community and, in addition, easements of access to the storm water management facilities.

7. Declarant agrees to indemnify the Borough and all of its elected and appointed officials, agents and employees (hereinafter collectively referred to as the "Indemnitees") against and hold Indemnitees harmless from any and all liability, loss or damage, including attorneys' fees and costs of investigation and defense, as a result of claims, demands, costs or judgments against Indemnitees

which arise as a result of the design, installation, construction or maintenance of the storm water management facilities.

8. The Borough may, in addition to the remedies prescribed herein, proceed with any action at law or in equity to bring about compliance with the Borough Storm Water Management Ordinance and this Declaration.

9. Declarant's liability under this Declaration shall cease at such time as (a) all storm water management facilities have been constructed in accordance with the specifications of the Borough Storm Water Management Ordinance and the approved plans; (b) the storm water management facilities have been inspected and approved by the Borough Engineer; (c) all financial security, including any maintenance security, posted by Declarant has been released by the Borough; and (d) Declarant has transferred all units to be created within the Planned Community to third parties. Notwithstanding the foregoing, Declarant's liability shall continue for any violations of this Declaration which occurred during the time that Declarant owned the Planned Community or any unit within the Planned Community or in the event the storm water management facilities were not completed, inspected or approved as set forth herein.

10. It is the intent of the parties to this Declaration that liability and maintenance obligations shall pass to subsequent title owners and the Homeowner's Association.

11. This Declaration shall be binding upon Declarant, the successors and assigns of Declarant, and all present and future owners of the Planned Community.

12. These storm water management provisions may be amended only by written instrument signed by the Declarant, the Association and the Borough.

XVIII. DAMAGE TO THE PLANNED COMMUNITY PROPERTY

Should the Association be required to make any expenditure for the repair or replacement of any portion of the Planned Community Property because of any damage, destruction or injury thereto (other than ordinary wear and tear) caused by one or more Unit Owners, or the business invitees, guests, tenants, agents or employees of one or more of the Unit Owners, the Unit Owner or Unit Owners responsible for such damage, destruction or injury, or whose business invitees, guests, tenants, agents or employees are responsible for such damage, destruction or injury, shall to the extent that the Association is not required to maintain insurance to cover the particular damage, destruction or injury, reimburse the Association for such expense.

XIX. AMENDMENT OF DECLARATION OF PLANNED COMMUNITY AND TERMINATION OF PLANNED COMMUNITY

A. Except as provided in Article VIII, XXI and XXII hereof; except as to matters described in Paragraphs B and C of this Article XIX; except as provided in Article XXII concerning flexible Planned Community matters; and except as otherwise required by the provisions of the Planned Community Act, this Declaration of Planned Community may be amended by the affirmative vote or agreement of Unit Owners to which at least sixty-seven (67%) percent of the votes of the Association are allocated; provided, however, that no amendment of this Declaration or termination of the Planned Community can occur if the same would violate any ordinance, law, rule or regulation of any governmental body. Any vote shall

be conducted at a regular or special meeting of the Unit Owners called and held in accordance with the By-Laws or otherwise permitted by the By-Laws. In addition, approval must be obtained from eligible mortgage holders who represent at least fifty-one (51 %) percent of the votes of Unit estates that are subject to mortgages held by eligible holders. Such amendment shall be prepared, executed and recorded and certified by the President of the Association and shall be in recordable form in accordance with the Planned Community Act. It then shall be recorded in the Office of the Recorder of Deeds of Cumberland County, Pennsylvania.

B. Except as otherwise provided by this Declaration, no amendment to this Declaration of Planned Community shall increase or create special right of the Declarant; increase the number of Units; or change the boundaries of any Unit; or change any Undivided Share in the Common Elements appurtenant to any Unit; or change the proportion or percentage by which any Unit Owner shares the Common Expenses or Common Surplus; or change any Unit Owner's voting rights in the Association; or change the uses to which any Unit is restricted without the unanimous consent of all Unit Owners.

C. This Planned Community may be terminated only by unanimous consent of all Unit Owners and the holders of all first mortgages of record on Units and then only if the same can be accomplished so as not to violate any ordinance, law, rule or regulation of any governmental body. All procedures regarding termination and distribution of proceeds shall be as provided in the Act.

D. No amendment to any portion of the Declaration affecting the rights of the Borough or the maintenance of storm water maintenance facilities shall or can be effective without the prior written consent of the Borough.

XX. NOTICES

A. All notices and other communications required or permitted to be given under or in connection with this Declaration of Planned Community shall be in writing and shall be deemed given when delivered in person or on the second business day after the day on which mailed, by certified mail, return receipt requested, addressed as follows:

1. To any Unit Owner - At such address as any Unit Owner shall designate by notice to the Association and the Declarant in accordance with this Article.

2. To the Association – 1349 Worthington Drive, Mount Joy, PA 17552, or to such other address as the Association shall designate by notice in accordance with this Article to Declarant and all Unit Owners.

3. To Declarant – 1349 Worthington Drive, Mount Joy, PA 17552, or to such other address as Declarant shall designate by notice in accordance with this Article to the Association and all Unit Owners.

B. The Secretary of the Association shall maintain a register of current addresses established for notice purposes pursuant to this Article, which register shall be made available for inspection, upon request, to all Unit Owners, the Declarant and all holders of mortgages of record.

XXI. DECLARANT'S RIGHTS

For as long as Declarant holds for sale, in the ordinary course of business, any Unit or land designated as Convertible Real Estate, Declarant in its sole and absolute discretion, shall have the following rights, without requiring the consent of any person or entity, other than Mount Joy Borough:

A. To complete improvements to the Planned Community Property as indicated on the Declaration Plan, and as the same may be amended from time to time and to complete improvements and make amendments to the Planned Community Declaration to provide for expansion of the Planned Community in accordance with the flexible Planned Community provisions set forth in Article XXII;

B. To use and maintain any Unit or Units so owned by the Declarant for the purpose of sales offices, management offices or samples;

C. To maintain signs or banners advertising the Planned Community on the Common Elements appurtenant to Units owned by the Declarant.

D. To use easements through the Common Elements for the purpose of making improvements to or within the Planned Community, together with Declarant's other easement rights as set forth in Article V hereof.

E. To appoint or remove any Officer of the Association or any Member of the Board of Directors during the period of Declarant "control" of the Association pursuant to the Planned Community Act and the By-Laws, such period of Declarant control being described in the Planned Community Act.

F. To lease, rent and allow occupancy of any and all Units owned by Declarant under any agreements made by Declarant or assumed through assignment to and by Declarant, and to sell any and all Units owned by Declarant to any persons or entities including, without limitation, investors at any time;

G. To combine two or more adjacent Units (horizontally or vertically) or portions thereof owned by the Declarant into a larger Unit or Units; to subdivide or convert one or more Units owned by the Declarant into smaller Units, Common Elements, or a combination thereof; provided, however, that none of said combinations or divisions shall jeopardize or tend to jeopardize the structural soundness of the Planned Community Property. In connection with this right of Declarant, the following shall apply:

1. Upon the completion of any such combination of Units by the Declarant, whether or not Common Elements are converted into such combined Units) in conjunction with said combination, the Undivided Share or Shares and the voting rights appertaining to the Unit or Units formed by said combinations shall be calculated as set forth in Article VI.

2. Upon the completion of any such subdivision of a Unit or Units by Declarant whether or not a portion of such Units so subdivided are converted into Common Elements in conjunction with such subdivision, new Units will be created and included in the Planned Community Property, and each Unit shall have one vote.

3. Upon completion of any conversion of all of the Units solely into Common Elements or a combination of Common Elements, the Undivided Share and voting rights for each Unit in the Planned Community shall be readjusted based on the formula set forth in Article IV(A) hereof. The conversion of less than all of a Unit into Common Elements thereof, or the conversion of any Common Elements shall not in itself result in any readjustment of the Undivided Shares or voting rights of any Units.

4. Declarant has provided by this Declaration that Declarant shall create only the number of Units in this Planned Community which shall be permitted by any federal, state or local rule of law, ordinance or regulation.

5. Upon the completion of any such combination, subdivision or conversion, Declarant shall be both entitled and obligated to prepare and file of record, at Declarant's sole cost and expense, amendments to this Declaration of Planned Community, with amendments to the Planned Community Plat and Plan attached thereto, certified in accordance with the Planned Community Act and reflecting any such combination of a Unit or Units, the subdivision or conversion of a Unit or Units or any portion thereof into Common Elements together with any change in the Undivided Shares and voting rights assigned to the Units. Said amendments shall be effective without any further action by the Association, the Unit Owners or any holders of any liens against any Unit or the Planned Community Property.

6. Declarant, may, in the ordinary course of Declarant's business, sell and convey to parties other than Declarant, any Unit or Units created by the subdivision or conversion of any existing Unit or Units. Each owner of a Unit thus created shall automatically be a Member of the Association and shall be entitled to all rights, privileges and obligations in connection therewith.

XXII. FLEXIBLE PLANNED COMMUNITY

Declarant reserves the option to create Common Elements, Limited Common Elements and additional units or any combination thereof within the Planned Community Property.

Pursuant to the provisions of Section 5206 of the "Planned Community Act" Declarant makes the following statements:

A. Statements.

1. Pursuant to Section 5206(1) of the Act, Declarant explicitly reserves the option to add additional lands to the Planned Community and create Common Elements, Limited Common Elements, Units or any combination thereof within the Real Estate shown on the Plan of Planned Community or on other lands added to the Planned Community.

2. Declarant's rights under Paragraph XX A (1) above to create Units, add lands and Units, create or add Common Elements or Limited Common Elements will lapse seven (7) years from the date of the recording of this Declaration or seven (7) years from the conveyance of the first Unit whichever shall last occur, and there are no circumstances which would terminate the option before the expiration of the seven (7) year time period. If any amendment is ever made to the Pennsylvania Planned Community Act which extends the seven (7) year term of Declarant control, said longer period shall apply. Further, the Members of the Association, by a vote of sixty-seven (67%) or more of the Members, shall have the right to extend the period of Declarant control for a longer period should they desire to do so.

3. There are no limitations other than those created by or imposed pursuant to law on the option reserved by Declarant under Paragraph XX A(I) above.

4. Concerning the extent to which the Common Elements interest, relative voting strength in the Association and share of Common Expense liability of each Unit in the Planned Community may be increased or decreased by actions pursuant to the option reserved by Declarant under Paragraph XX A(1) above or at any other part of this Declaration, the following applies:

Each time a Unit or Units are added to the Planned Community, a recalculation of the percentage interest of each Owner, and the Planned Community Fees payable by each Unit Owner, will be made. The percentage ownership of the Unit Owner in the Common Elements and the percentage of the total Homeowner Association Fees to be paid by each Unit Owner shall be determined and calculated as set forth in Article VI Paragraph A. 2. of this Declaration. The resulting percentage figure will be the percentage interest owned by the Unit Owner in the Common Areas as well as the Unit Owner's percentage of the Homeowner Association Fees to be paid. Each Unit added or created, as well as all prior Units, will have one vote each (i.e. each Unit within the Planned Community will have one vote).

5. There is Convertible Real Estate currently within the Planned Community Property which may be used to create additional units if possible under applicable or Ordinances and Regulation of the Borough of Mount Joy as well as can any other lands which may be added to the Planned Community.

6. Concerning the Units which may be created, the maximum number of additional Units that may be created within the current real estate are two (2) and as many more as may be added on additional lands added to the Planned Community as permitted Plan approvals by the Borough of Mount Joy. All Units will be restricted to residential use.

7. All Units created and/or added will be restricted exclusively to residential use and will be under and subject to the use and occupancy restrictions set forth in this Declaration.

8. Any buildings and/or Units which may be erected upon any portion of the real estate will be wholly compatible with all other buildings and Units in the Planned Community in terms of architectural style, quality of construction, principal materials employed in construction and size.

9. All restrictions in this Declaration effecting use, occupancy and alienation of Units will apply to all Units created or erected within the real estate.

XXIII. ASSIGNABILITY OF DECLARANT'S RIGHTS

Declarant may assign any or all of its rights or privileges reserved or established by this Declaration or the Planned Community Act in accordance with the provisions of the Planned Community Act.

XXIV. GENERAL PROVISIONS

A. Covenants Running with the Land. All provisions of this Declaration of Planned Community, as the same may be from time to time amended, shall be construed to be covenants running with the land and shall be binding upon every Unit Owner and every claimant of the Planned Community Property or any portion thereof, or any interest therein, and their respective heirs, executors, administrators, successors and assigns.

B. Captions. The captions used in this Declaration of Planned Community are inserted solely as a matter of convenience and shall not be relied upon or used in construing the effect or meaning of any of the text of this Declaration of Planned Community.

C. Severability. The provisions of this Declaration of Planned Community shall be deemed independent and several, and the invalidity or unenforceability of any provision or portion hereof shall not affect the validity or enforceability of any other provision or portion hereof, unless such invalidity or unenforceability of any other provision or portion hereof shall destroy the uniform plan which this Declaration of Planned Community is intended to create for the operation of the Planned Community.

In this regard, if a provision contained herein which purports to exclude Declarant from a particular provision or restriction is held to be invalid or unenforceable, Declarant shall have the right, for so long as it owns any Units, to determine whether the particular exclusion of Declarant shall be stricken, or whether the entire provision or restriction shall be amended without the consent of any of the Unit Owners, to signify its election pursuant to this Paragraph XXIV.

D. Applicable Law. This Declaration of Planned Community shall be governed by and construed according to the laws of the Commonwealth of Pennsylvania.

E. Interpretation. The provisions of this Declaration of Planned Community shall be construed in order to effectuate the operation of the Planned Community and to permit compliance with the requirements of all applicable local, state and federal laws and the requirements of all governmental and quasi-governmental instrumentalities.

XXV. RESOLUTION OF DISPUTES CONCERNING ALLEGED DEFECTIVE CONSTRUCTION

A. Definitions. The following terms when used in this Article XXV shall have the meanings set forth below:

1. "Action" means any civil lawsuit, action or arbitration proceeding, in contract or tort, otherwise, for damages or indemnity, brought to assert a claim, whether by Complaint or Counterclaim, or Cross-claim for damage to or the loss of use of real or personal property caused by an alleged defect arising out of or related to the design, construction, condition or sale of a residence, Common Element or Limited Common Element.

2. "Claimant" means a Unit Owner, the Association or any other person or entity which asserts a claim against Declarant and/or a contractor concerning a defect arising from the design, construction or sale of a residence, Common Element or Limited Common Element.

3. "Contractor" means any person, company, firm, partnership, corporation, association or other entity that is engaged in the business of designing, developing and constructing residence, Common Elements or Limited Common Elements.

4. "Residence" means a single family home, town home, duplex, triples, quadraplex or a Unit in a multi-unit residential structure in which title to each individual Unit is transferred to the Unit Owner under a Condominium or Planned Community System and shall include Common Elements and Limited Common Elements, including the land and improvements to land under and around the residence, Unit or structure.

5. "Serve" or "service" means personal service to the person intended to be notified or mailing by certified mail to the last known address of such person.

B. Prerequisites to Filing an Action against the Declarant or Contractor.

1. Prior to and as a prerequisite to filing an action against the Declarant and/or contractor arising from the design or construction of a residence, Common Element or Limited Common Elements, a Claimant shall serve the Declarant or contractor with a written notice of claim of construction defects. The notice of claim shall state that the Claimant asserts a construction defect claim against the Declarant or contractor and shall describe the claim in reasonable detail and provide supporting documentation sufficient to determine the general nature of the defect and known results of the defect.

2. Within forty-five (45) days after service of the notice of claim, the Declarant or contractor shall serve a written response on the Claimant which shall propose to inspect the residence, Common Element or Limited Common Element that is the subject of the claim and to complete the inspection within a specified time frame. The proposal shall include a statement that the Declarant or contractor shall, based on the inspection, thereafter offer to remedy the defect, compromise by payment or dispute the claim.

3. Within thirty (30) days following completion of the inspection, the Declarant or contractor shall serve on the Claimant:

- a. written offer to remedy the construction defect at no cost to the Claimant;
- b. a written offer to compromise and settle the claim by monetary payment; or
- c. a written statement that the Declarant or contractor will not proceed further to remedy the alleged defect.

4. If the Declarant or contractor does not proceed to remedy the alleged construction defect, if the Claimant rejects a written offer to compromise and settle by monetary payment, or if the Declarant or contractor indicates that it will not remedy the alleged construction defect, the Claimant and Declarant or contractor shall attempt to resolve the dispute through mediation. If the dispute is not resolved through mediation, the Claimant may bring an action against the Declarant or contractor for the construction defect claim described in the notice of claim.

5. Any action commenced by a Claimant prior to compliance with the requirements of this Article shall, upon motion by a party to the action, be subject to dismissal without prejudice, and shall not be recommenced until the Claimant has complied with the requirements of this Article.

6. A written notice of claim and any written response by Declarant or contractor shall be treated as a settlement offer and shall not be admissible in an action related to a construction defect asserted therein.

7. The Association or an executive board acting on behalf of the Association shall fully comply with the provisions of this Article prior to instituting an action asserting defects in the construction of residences, Common Elements or Limited Common Elements.

8. A Claimant shall attempt to resolve a claim against a Declarant or contractor through mediation. Mediation pursuant to this Article shall be non-binding and the Claimant and Declarant or contractor shall mutually agree upon a qualified independent mediator and shall equally share the cost of the mediator. If the parties cannot agree upon a mediator, either party may request appointment of a mediator by a Court with jurisdiction. The mediation shall take place within a reasonable time period, but in no event later than ninety (90) days after service of a request for mediation by a Claimant upon Declarant or contractor or a request by Declarant or a contractor upon a Claimant. The Declarant or contractor which receives a request for mediation from a Claimant shall serve a response in writing within fourteen (14) and shall include within the response the name of a proposed mediator. A Claimant who receives a request for mediation from the Declarant or a contractor shall serve a response in writing within fourteen (14) days and shall include within the response the name of a proposed mediator.

9. The Declarant or contractor may include in the mediation any party reasonably necessary for resolution of the claim asserted, including but not limited to subcontractors, suppliers, insurers or other agents. This subsection shall not be construed to mandate attendance at a mediation by a party other than the Declarant or contractor served with a notice of claim.

10. Documents and statements presented by the Claimant, Declarant, contractor or other party in the course of the mediation shall not be admissible in an action related to a construction defect asserted therein.

11. Nothing herein shall be deemed a waiver or extension of any applicable statute of limitations with regard to commencement of any action.

12. The acceptance of each deed for a Unit shall constitute a consent and agreement to this Article.

XXVI. RELEASE OF LIABILITY

A. Release of Liability. Each Unit Owner and the Association hereby releases the Declarant and contractor from any and all liability for (i) any defects in any plans, plats or specifications, including the Plats and Plan, submitted, revised or approved pursuant to the terms of this Declaration, (ii) any loss or damage arising from the non-compliance with such plans, plats or specifications, including the Plats and Plans, or any governmental ordinance or regulation, and (iii) any defects in work undertaken pursuant to such plans, plats or specifications, including Plats and Plans, regardless of whether such claim arises by reason of mistake in judgment, negligence or non-feasance.

XXVII. ERRORS AND OMISSIONS

A. Errors or Omissions. If there is an error or omission in this Declaration, the Public Offering Statement, the Plats and Plants, the Bylaws or other instrument of the Association, the Declarant may correct such error or omission and each Unit Owner and the Association hereby releases the Declarant and contractor from any and all liability and claims with regard thereto.

IN WITNESS WHEREOF, the Declarant, Strong Holdings, LLC, a Pennsylvania Limited Liability Company, has caused this document to be duly executed this _____ day of _____, 2019.

STRONG HOLDINGS, LLC

By: _____
David R. Strong, Member

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF LANCASTER)

On this, the _____ day of _____, 2019, before me, a Notary Public, the undersigned officer, personally appeared David R. Strong, who acknowledged himself to be the Member of Strong Holdings, LLC, and that he as such Member, being authorized to do so, executed the foregoing Instrument for the purposes therein contained by signing the name of the Company by himself as Member.

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

My Commission Expires: _____
Notary Public

FOR GOOD AND VALUABLE CONSIDERATION, receipt whereof is hereby acknowledged, Farmview Homeowner’s Association, Inc., a Pennsylvania non-stock, non-profit corporation, hereby agrees to accept all of the benefits and all of the duties, responsibilities, obligations and burdens imposed upon it by the provisions of this Declaration of Planned Community and the Exhibits attached hereto.

IN WITNESS WHEREOF, Farmview Homeowner’s Association, Inc., a Pennsylvania non-stock, non-profit corporation has caused these presents to be signed in its name by its President and Secretary, and its Corporate Seal affixed this _____ day of _____, 2019.

FARMVIEW HOMEOWNER’S ASSOCIATION, INC.

By: _____
David R. Strong, President