

Eagle Rock Customer Documents

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PUBLIC OFFERING STATEMENT FOR

Eagle Rock, a Pennsylvania Flexible Planned Community

The following statements are made in compliance with the Uniform Planned Community Act at 68 Pa. C.S.A § 5101 et seq. as amended, (hereinafter the “Act”), specifically Section 5402 (a)(13):

- A. UNDER PENNSYLVANIA LAW, A PURCHASER OF A UNIT IN A PLANNED COMMUNITY IS AFFORDED A SEVEN (7) DAY PERIOD FROM RECEIPT OF A PUBLIC OFFERING STATEMENT, OR ANY AMENDMENT THERETO THAT MATERIALLY AND ADVERSELY AFFECTS THE RIGHTS OR OBLIGATIONS OF THE PURCHASER, DURING WHICH THE PURCHASER MAY CANCEL AN EXECUTED SALE AGREEMENT WITHOUT PENALTY AND OBTAIN FULL REFUND OF ANY SUMS DEPOSITED IN CONNECTION WITH THE AGREEMENT. IF THE PURCHASER ELECTS TO CANCEL, THE PURCHASER MUST DELIVER NOTICE OF CANCELLATION TO THE DECLARANT BY HAND (IN WHICH CASE EVIDENCE OF RECEIPT SHOULD BE OBTAINED) OR BY UNITED STATES MAIL, RETURN RECEIPT REQUESTED. THIS CANCELLATION IS WITHOUT PENALTY AND ALL PAYMENTS MADE BY THE PURCHASER BEFORE CANCELLATION WILL BE PROMPTLY REFUNDED BY THE DECLARANT.

- B. IF THE DECLARANT FAILS TO PROVIDE A PUBLIC OFFERING STATEMENT (AND ANY AMENDMENTS THERETO) TO A PURCHASER BEFORE CONVEYING A UNIT, THAT PURCHASER MAY RECOVER FROM THE DECLARANT AS PROVIDED IN SECTION 5406 OF THE ACT, IN ADDITION TO ANY OTHER RELIEF, AN AMOUNT EQUAL TO FIVE PERCENT (5%) OF THE SALE PRICE OF THE UNIT UP TO A MAXIMUM OF TWO THOUSAND DOLLARS (\$2,000.00), OR ACTUAL DAMAGES, WHICHEVER IS GREATER; PROVIDED, HOWEVER, THAT A MINOR OMISSION OF ERROR IN THE PUBLIC OFFERING STATEMENT THAT IS NOT WILLFUL SHALL ENTITLE THE PURCHASER TO RECOVER ONLY ACTUAL DAMAGES, IF ANY.

- C. IF A PURCHASER RECEIVES A PUBLIC OFFERING STATEMENT MORE THAN SEVEN (7) DAYS BEFORE SIGNING A SALE AGREEMENT, THE PURCHASER CANNOT CANCEL THE SALE AGREEMENT PURSUANT TO THE FOREGOING PROVISIONS, EXCEPT THAT A PURCHASER SHALL HAVE THE RIGHT TO CANCEL BEFORE CONVEYANCE WITHIN SEVEN (7) DAYS AFTER RECEIPT OF ANY AMENDMENT THAT WOULD HAVE A MATERIAL AND ADVERSE EFFECT ON THE RIGHTS OR OBLIGATIONS OF THAT PURCHASER.

This Public Offering Statement (hereinafter the “Public Offering Statement”) dated as of December 7, 2015 (hereinafter the “Effective Date”) is given by S&A Homes, Inc., f/k/a S & A Custom Built Homes, Inc. (hereinafter the “Declarant”) in compliance with Section 5402 of the Pennsylvania Uniform Planned Community Act (68 Pa. C.S.A. Section 5101 et seq.). Capitalized terms in this Public Offering Statement, but not specifically defined herein, are intended to have the same meanings as are given to them in the Act, Declaration, and/or the By-Laws. For purposes of this Public Offering Statement, the Declarant states as follows:

- 1. The name of the Flexible Planned Community is Eagle Rock, a Flexible Planned Community (hereinafter the “Planned Community”). The Planned Community is located in Greene Township, Franklin County, Pennsylvania. The principal address of the Declarant is 501 Rolling Ridge Drive, Suite 200, State College, PA 16801.**
- 2. The Planned Community is intended to consist of sixty-nine (69) residential Units (hereinafter the “Units”) on 60.57 acres, each Unit consisting of a lot on which the Declarant will construct a single story or a two story single-family home with accompanying improvements including a paved driveway, utility lines, storm water drainage facilities, and landscaping. All Units are intended to be constructed in two (2) phases. Phase One shall consist of twenty-three (23) residential dwelling Units on 17.65 acres, together with two (2) non-residential Units being Unit Nos. 70 and 71. Phase Two shall consist of forty-six (46) residential dwelling Units on 42.92 acres, together with one (1) non-residential Unit being Unit No. 72, which Unit No. 72 is intended to be conveyed to Guilford Water Authority for placement of a water tower.**
- 3. The homes and other on-lot improvements will be constructed on each Unit before the Unit is conveyed by the Declarant to a Unit purchaser. However, the Declarant and/or his successors or assigns reserves the right to convey the lots without improvements or dwellings constructed thereon.**
- 4. No Units in excess of the sixty-nine (69) residential Units planned by the Declarant may be included in the Planned Community and the Declarant does not intend to rent or market any in blocks to investors.**
- 5. The Declarant has reserved the right to convert or withdraw any Convertible/ Withdrawable Real Estate from the Planned Community.**
- 6. A homeowners association for the Planned Community has been created and will be called The Eagle Rock Homeowners Association, Inc., a Pennsylvania Non-profit Corporation (hereinafter the “Association”). The Association will manage the Common and Limited Common Elements and Expenses, as well as conduct those activities designated to it in the Declaration and the By-Laws.**

- 7. The Common Elements for the Planned Community shall include those detailed in the Declaration as amended, attached hereto as Exhibit “A”. They include, but are not limited to, Unit Nos. 70, 71, 72, stormwater basins and easements with accompanying storm water drainage facilities and entrance sign.**
- 8. The Limited Common Elements for the Planned Community shall include those detailed in the Declaration as amended, attached hereto as Exhibit “A”.**
- 9. Water is to be provided to the Units by Guilford Water Authority. Sewer service is to be provided by Greene Township Municipal Authority. Electricity is to be provided to the Units by Allegheny Power. Telephone is to be provided by Sprint. Cable is to be provided by Comcast.**
- 10. Streets will be installed by the Declarant to provide access to the Units from Black Gap Road (S.R. 0997). The Declarant intends, and approvals issued by Greene Township to the Declarant, contemplate that the streets will be dedicated to Greene Township. These proposed streets and Common Elements are depicted on Plats and Plans (hereinafter the “Plans”) prepared in accordance with the Act and recorded with the Declaration. No sidewalks are intended to be constructed or dedicated to Greene Township.**
- 11. Attached as Exhibits to this Public Offering Statement are copies of the Declaration for the Planned Community, as amended, the By-Laws of The Eagle Rock Homeowners Association, Inc., and the proposed form of Agreement of Sale pursuant to which Units will be sold to purchasers. There are no contracts or leases or other agreements of a material nature to the Planned Community that will or may be subject to cancellation by the Association under Section 5305 of the Act.**
- 12. The Declaration, attached hereto as Exhibit “A”, includes information required under the Act concerning the Planned Community. The Declaration has been recorded by the Declarant in the Office of the Recorder of Deeds in and for Franklin County in Record Book 2737 at Page 280, and has been amended in Record Book 3436 at Page 474 and as Instrument Numbers 201417583 and 201522889. The significant features of the Declaration are as follows:**
 - A. a description of the Planned Community, its Units, and its Common Elements. The Plats and Plans is an exhibit to the Declaration and depicts a map of the Planned Community, the Units, and the Common Elements;**
 - B. the votes in The Eagle Rock Homeowner’s Association, Inc. and the percentage share of the Common Expenses of the Planned Community are allocated to each Unit. Votes in the Association are allocated one vote per Unit. No cumulative voting (that is, giving a Unit Owner the same number of votes as the positions open in an election with the right to cast all of the votes**

for a single candidate), or class voting (that is, votes allocated by classes or types of Units) is permitted;

C. restrictions imposed by the Declarant against the Units and easements benefiting the Units are described in the Declaration; and

D. a description of rights reserved by the Declarant.

13. The By-Laws of the Association, attached as Exhibit “B”, govern the manner in which the Association functions and contains provisions governing the organization and operation of the Association, and includes sections dealing with meetings of Unit Owners, the qualifications for members of the Executive Board (the governing body of the Association) and officers of the Association, elections and removal of Executive Board members and Association officers, powers of the Executive Board, and officers meetings of the Executive Board.

14. The Agreement of Sale, attached as Exhibit “C”, contains provisions dealing with the procedures to be followed by the Declarant and a Unit purchaser in connection with the sale and purchase of a Unit. The Agreement of Sale provides and identifies, among other things, the amount of the purchase price for a Unit, the manner in which the purchase price for a Unit it to be paid, any financing contingency, other conditions to be satisfied by the Declarant and the purchaser before settlement can be completed, by the date, time, and place of settlement, the procedure for the completion of settlement, any custom selections made by the purchaser, the procedure for pre-settlement inspection, warranties provided to a purchaser with respect to the Unit purchased, and rights and remedies available upon a default by the purchaser or Declarant.

15. Exhibit “D” illustrates the current balance sheet and projected budget of the Association containing information required by the Act.

16. Exhibit “E” is a warranty provided by the Declarant against any structural defects that appear within the first two years in either the Units or the Common and/or Limited Common Elements.

17. The Declarant may now or in the future, provide services which are not currently included in the Budget for the Association, but which may become a Common Expense of the Association in the future. Except for equipment owned by the Declarant and used for landscaping and maintenance, there is no other personal property provided by the Declarant that will be required by the Association for the use or enjoyment of the Common Elements. The Declarant shall notify all Unit Owners, regarding such additional Common Expenses, via written correspondence from the Declarant to the Unit Owners or in the form of regular Association business held at annual or special meetings of the Association, at which time, such

business regarding the additional Common Expenses shall be documented as part of the meeting minutes.

- 18. An Initial Capitalization Fee shall be due and payable at the time of settlement to cover the capital expenses and improvements in starting and maintaining the Association. The Initial Capitalization Fee shall be determined by the Annual Budget, a copy of which is attached hereto as Exhibit "D". Also, a pro-rated share of the Common Expense annual dues assessment shall be paid at settlement for the Buyer's Unit (s).**
- 19. Currently, the Planned Community is subject to a mortgage lien in favor of M&T Bank in connection with the construction of the Common Elements, the streets, and the homes and accompanying improvements in the Planned Community.**
- 20. The Declarant is providing no financing to Unit purchaser.**
- 21. The Declarant will provide the following warranties, attached hereto as Exhibit "E", in connection with the Planned Community:**
 - A. Pursuant to Section 5411(b) of the Act as amended, the Declarant warrants to each of Declarant's bona fide purchasers that the Declarant will correct:**
 - i. any structural defects appearing in the Common Elements within the two (2) year period commencing upon the later of the time at which the work on, or improvement to, the Common Element in question was completed or the time at which the first Unit in the Planned Community is conveyed to a bona fide purchaser. The term structural defect is defined in the Act as those defects in components constituting any Unit or Common Element which reduce the stability or safety of the structure below accepted standards or restrict the normal intended use of all or part of the structure and which require repair, renovation, restoration or replacement.**
 - B. Declarant is not responsible for any items of maintenance relating to Units or Common Elements. With the sole exception of the warranties described in this paragraph, the Declarant is selling the Units, and any personal property in the Unit as-is and where-is.**
 - C. The procedure for making warranty claims and the limitations with respect to such claims are also set forth in the Agreement of Sale. No claim arising out of any of the warranties set forth in the Agreement of Sale may be brought unless, prior to the expiration of the appropriate warranty period, the purchaser or the Association has delivered notice to the Declarant of alleged breaches of these warranties.**

- D. The Declarant will provide to each purchaser at settlement copies of any warranty on any item of equipment or appliance that has been purchased new from the Declarant if such warranty has been provided to the Declarant by manufacturer thereof.**
- 22. As of the effective date of this Public Offering Statement there are no judgments against the Association, nor is the Association a party to any pending litigation. The Declarant has no actual knowledge of any current pending litigation material to the Planned Community.**
- 23. Any deposit made in connection with the purchase of a Unit will be held in an escrow account in accordance with the provisions of Section 5408 of the Act and will be returned to the purchaser if the purchaser cancels his contract within the fifteen (15) day time period provided by the terms of Section 5406 of the Act (as explained more fully on the first page of this Public Offering Statement).**
- 24. The Association will maintain a liability insurance policy on behalf of the Association and all Unit Owners to insure against liability arising out of the ownership or use of the Common Elements, complying with the applicable requirements of the Act. This policy will not insure Unit Owners against liability arising from an accident or an injury occurring within their Unit or from Unit Owners own negligence. No insurance will be maintained by the Association for any Unit other than those Units and areas designated as Common Elements.**
- 25. Restrictions regarding the resale or lease of a Unit by its Owner shall be in accordance with Article VIII, Section 8.1.1(A)(6) and Article IX, Section 9.1 of the Declaration, as well as Section 5407 of the Act. The Declarant has no right of first refusal with respect to the resale of any Units.**
- 26. The Planned Community is subject to:**
- A. The instruments, easements and restrictions described in Article 1, Section 1.2, Article 5, Article 8 and Article 9 of the Declaration appended hereto as Exhibit "A", including, without limitation, the Development Agreement between the Declarant and Greene Township and the approved Final Subdivision Plans for Eagle Rock, Phase I for the Planned Community prepared by Dennis E. Black Engineering, Inc.; and**
- B. Statutory easements granted by the Act. These include:**
- i. The easement provided by Section 5216 of the Act, which provides that the Unit or Common Element is subject to a valid easement to the extent that any other Unit or Common Element encroaches upon it;**

- ii. The provisions of Section 5217 of the Act, which provide that Declarant may maintain sales offices, management offices and models in portions of the Planned Community; and
- iii. An easement provided for in Section 5218 of the Act permitting the Declarant to use the Common Elements as may be reasonably necessary in order to facilitate the completion of the Planned Community or the exercise of any Declarant Special Rights.

27. The following governmental approvals and permits have been obtained or will be obtained and are required for the use and occupancy of the Planned Community:

- 1. Final Subdivision Plan for Eagle Rock, Phase 1 was approved by the Greene Township Board of Supervisors and recorded on February 28, 2005 in the Office of the Recorder of Deeds in and for Franklin County in Plan Book 288I at Page 977;
- 2. Zoning and Building Permits for all phases to be obtained prior to the development of the Units; and
- 3. All permits and approvals required for the use and occupancy of the Units in the Planned Community will be obtained prior to the conveyance of the Unit and shall be at Declarant's expense.

28. The Declarant has no knowledge of any outstanding and uncured notices of violation of governmental requirements.

29. Section 5402(a)(27) of the Act requires the Declarant to provide you with the addresses and telephone numbers set forth below of the Pennsylvania Department of Environmental Resources and the United States Environmental Protection Agency where you may obtain information about the environmental conditions of the Property.

**Pennsylvania Department of Environmental Resources
South Central Regional Office
909 Elmerton Ave., Harrisburg, PA 17110-8200
(717) 705-4700**

**United States Environmental Protection Agency
Region III
1650 Arch Street (3PM52), Philadelphia PA 19103
(215) 814-2900, (215) 814-5000 or 1-800-438-2474**

The Declarant did not cause an investigation to be performed to confirm the absence of hazardous conditions. The Declarant has no knowledge of any hazardous condition, whether contamination or otherwise, which presently exist at the Planned Community.

30. There are no fees or charges presently expected for the use of the Common Elements or the Common Facilities. As a member of the Association you will receive as part of your Base Assessment charges for costs attributable to maintenance of the Common Facilities which may include recreation improvements, as well as repairs and maintenance to the open space, private roads, and stormwater management system.
31. The Declarant has obtained construction financing from M&T Bank which provides the funds necessary to the Declarant to complete all land improvements designated as MUST BE BUILT on the Plan.
32. The streets will be offered for dedication to the Greene Township after they are completed and the streets maintenance and repair will be the obligation of the Greene Township.
33. This Public Offering Statement is subject to change without notice in order to reflect any material changes in the information set forth herein or as otherwise required by the Act. The Declarant will mail copies of all such amendments to any persons who are parties to valid and binding Sale Agreements respecting any Unit or Units.
34. Should there be any discrepancies or conflicts in language between this Public Offering Statement, the Declaration, and the By-laws for the Association, the Declaration shall be the controlling document.
35. ANY INFORMATION OF DATE REGARDING THE PLANNED COMMUNITY NOT INCLUDED IN THIS PUBLIC OFFERING STATEMENT MUST NOT BE RELIED UPON. NO PERSON HAS BEEN AUTHORIZED BY THE DECLARANT TO MAKE ANY STATEMENT, REPRESENTATION OR WARRANTY NOT EXPRESSLY CONTAINED HEREIN. THIS OFFERING STATEMENT MAY NOT BE CHANGED OR MODIFIED EXCEPT BY A WRITTEN DOCUMENT SIGNED BY THE DECLARANT.

List of Exhibits to Public Offering Statement:

Exhibit “A” – Declaration, together with the 1st, 2nd and 3rd Amendments

Exhibit “B” - By-Laws of Association

Exhibit “C” - Agreement of Sale Form

Exhibit “D” - Balance Sheet and Budget of the Association

Exhibit “E” - Warranty

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DECLARATION FOR EAGLE ROCK,
A PENNSYLVANIA FLEXIBLE PLANNED COMMUNITY

ARTICLE I
SUBMISSION; DEFINED TERMS

Section 1.1 Declarant; Property; County; Name.

S & A Custom Built Homes, Inc., a Pennsylvania Corporation, having its principal offices located at 501 Rolling Ridge Drive, Suite 200, State College, PA 16801 (hereinafter "Declarant"), owner in fee simple of the Real Estate located in **Greene Township, Franklin County, PA**, a legal perimeter description of which is designated as Exhibit "A" attached hereto, hereby submits the Real Estate described in Exhibit "A" including all easements, rights, and appurtenances thereunto belonging and the buildings and improvements executed or to be erected thereon (collectively, the "Property") to the provisions of the Pennsylvania Uniform Planned Community Act, 68 Pa. C.S. Section 5101 et seq. (the "Act") and hereby creates with respect to the Property a Flexible Planned Community, to be known as **Eagle Rock, a Flexible Planned Community**.

Section 1.2 Easements and Licenses.

- 1.2.1 Restrictions, covenants and conditions as set forth in Deed Book 693 at Page 194.
- 1.2.2 Easements and notations as set forth in Plan Book 288-A-374.
- 1.2.3 Right-of-way set forth in Deed Book 655 at Page 567.
- 1.2.4 Agreement as set forth in Deed Book 656 at Page 214 and 777 at Page 342.
- 1.2.5 Right-of-way to Potomac Edison Company as set forth in Deed Book 711 at Page 962.
- 1.2.6 Right-of-way to Greene Township Municipal Authority as set forth in Deed Book 1118 at Page 363.
- 1.2.7 Right-of-way to Unitel as set forth in Deed Book 1142 at Page 412.
- 1.2.8 Rights-of-way to South Penn Power Company as set forth in Deed Books 404 at Page 111, 279 at 541, 276 at 506, and 263 at 514.
- 1.2.9 Agreement as set forth in Deed Book 692 at Page 1037.
- 1.2.10 Agreement with Guilford Water Authority as set forth in Deed Book 74 at Page 157.
- 1.2.11 Right-of-way as set forth in Deed Book 652 at Page 444.
- 1.2.12 Right-of-way along Black Gap Road (S.R. 0997) in favor of the Pennsylvania Department of Transportation pursuant to the Final Subdivision Plans for Eagle Rock, Phase I dated November 19, 2004 and recorded February 28, 2005 in Plan Book 288I at Page 977.
- 1.2.13 Subject to a 10 foot easement along and adjacent to all street right-of-ways for utility and/or drainage purposes.

- 1.2.14 Subject to an easement in favor of Greene Township for access and maintenance of drainage and/or drainage facilities pursuant to the Final Subdivision Plans for Eagle Rock, Phase I dated November 19, 2004 and recorded February 28, 2005 in Plan Book 288I at Page 977.
- 1.2.15 Lot Number 70 is subject to an easement in favor of lands now or formerly of Richard Brian Mohler and Robert C. Sedler for driveway access pursuant to the Final Subdivision Plans for Eagle Rock, Phase I dated November 19, 2004 and recorded February 28, 2005 in Plan Book 288I at Page 977.
- 1.2.16 Lot Number 14 is subject to an easement in favor of lands now or formerly of David C. Kohler and lands now or formerly of Leroy S. Rotz for driveway access pursuant to the Final Subdivision Plans for Eagle Rock, Phase I dated November 19, 2004 and recorded February 28, 2005 in Plan Book 288I at Page 977.
- 1.2.17 Subject to dedication of Lot No. 71 to the Guilford Water Authority as a water booster-pump station.
- 1.2.18 Subject to an Agreement between Declarant and Greene Township for the maintenance and repair of Stormwater management and drainage facilities on Lot No. 70, which states that the Association shall own and manage the maintenance, repair and expenses of the stormwater management and drainage facilities on Lot No. 70.
- 1.2.19 Subject to the potential dedication of Lot No. 72 in Phase II to Guilford Water Authority for the proposed site of a water storage tank.
- 1.2.20 Subject to the dedication of sewer mains to the Greene Township Municipal Authority pursuant to the Final Subdivision Plans for Eagle Rock, Phase I dated November 19, 2004 and recorded February 28, 2005 in Plan Book 288I at Page 977.
- 1.2.21 Subject to the dedication of water distribution mains and fire hydrants to the Guilford Water Authority pursuant to the Final Subdivision Plans for Eagle Rock, Phase I dated November 19, 2004 and recorded February 28, 2005 in Plan Book 288I at Page 977.
- 1.2.22 Covenants, conditions, set back lines, easements and deed restrictions contained in a Final Subdivision Plans for Eagle Rock, Phase I dated November 19, 2004 and recorded February 28, 2005 in Plan Book 288I at Page 977.
- 1.2.23 Covenants, conditions, restrictions, easements and rights-of-way created by this Declaration.

Section 1.3 Maximum Number of Units.

The maximum number of Units created by the Subdivision owned by the Declarant, which Subdivision Plan is recorded in the Office of the Recorder of Deeds in and for Franklin County, Pennsylvania shall be sixty-nine (69) total residential Units and three (3) Non-Residential Units on 60.57 acres of land constructed in two (2) phases. Phase I will consist of twenty-three (23) single-family detached Units on 17.65 acres of land, and two (2) Non-Residential Units (designated as Lots 70 and 71), as set forth in Exhibit "D" attached hereto.

Section 1.4 Defined Terms.

- 1.4.1 Capitalized terms not otherwise defined herein or in the Plats and Plans shall have the meanings specified or used in the Act.
- 1.4.2 The following terms are used or defined in general terms in the Act and shall have specific meanings herein as follows:
- A. "Allocated Interests" means the Common Expense Liability and votes in the Association allocated to each Unit.
 - B. "Association" means the Unit Owner's Association of the Planned Community and shall be known as the "The Eagle Rock Homeowners Association, Inc."
 - C. "Common Elements" means the Common Facilities or Controlled Facilities of the Planned Community.
 - D. "Common Expense Liability" means the liability for Common Expenses allocated to each Unit under Section 5208 of the Act (relating to allocation of votes and Common Expense Liabilities.)
 - E. "Common Expenses" means the expenditures made by or financial liabilities of the Association, together with any allocations to reserves. The term includes General Common Expenses and Limited Common Expenses.
 - F. "Common Facilities" means any Real Estate within the Planned Community, which is owned by the Association or leased to the Association. The term does not include a Unit.
 - G. "Controlled Facilities" means any Real Estate within the Planned Community, whether or not a part of a Unit, that is not a Common Facility but is maintained, improved, repaired, replaced, regulated, managed, insured, or controlled by the Association.
 - H. "Convertible Real Estate" means a portion of a Flexible Planned Community not within a building containing a Unit within which additional Units, Limited Common Facilities, or Limited Controlled Facilities, or any combination thereof may be created. The Convertible Real Estate is described in Exhibits "C" attached hereto.
 - I. "Declarant" means the Declarant described in Section 1.1, above and all successors to any Special Declarant Rights. The term excludes a person holding interest in the Real Estate solely as security for an obligation; a person whose interest in the Real Estate will not be conveyed to a Unit Owner.
 - J. "Declarant Control Period" means the period in which the Declarant may exercise the Special Declarant Rights and which shall extend for a period of seven (7) years from the date of the first conveyance of a Unit to a person other than the Declarant or extending for a period of sixty (60) days after conveyance of seventy-five percent (75%) of the Units which may be created to persons other than the Declarant, per Section 5303 of the Uniform Planned Community Act.
 - K. "Declaration" means this document, as the same may be amended from time to time.
 - L. "Executive Board" means the body, regardless of name, designated in the Declaration to act on behalf of the Association.

- M. "Flexible Planned Community" means a Planned Community containing Withdrawable or Convertible Real Estate or a Planned Community to which additional Real Estate may be added or a combination thereof.
- N. "General Common Expenses" means all Common Expenses other than Limited Common Expenses.
- O. "Identifying Number" means a symbol or address that identifies only one Unit in a Planned Community.
- P. "Limited Common Elements" means a Limited Common Facility or a Limited Controlled Facility.
- Q. "Limited Common Expenses" means the Common Expenses incurred for maintenance, repair and/or replacement of certain Limited Common Elements, which are to be assessed against the Units to which such Limited Common Elements are assigned.
- R. "Limited Common Facility" means a portion of the Common Facilities allocated by or pursuant to the Declaration or by the operation of Section 5202 (2) or (3) of the Act for the exclusive use of one or more but fewer than all of the Units.
- S. "Limited Controlled Facility" means a portion of the Controlled Facilities, other than Controlled Facilities which are themselves part of a Unit, allocated by or pursuant to the Declaration or by operation of Section 5202 (2) or (3) of the Act for the exclusive use of one or more, but fewer than all, of the Units.
- T. "Planned Community" means Real Estate with respect to which a person, by virtue of ownership of any interest in any portion of the Real Estate, is or may become obligated by covenant, easement, or agreement imposed on the owner's interest to pay any amount for real property taxes, insurance, maintenance, repair, improvement, utility services, management, administration, or regulation of any part of the Real Estate other than the portion or interest owned solely by the person.
- U. "Plats and Plans" means the plats and plans attached hereto as Exhibit "D" as the same may be amended from time to time.
- V. "Purchaser" means a person other than a Declarant who, by means of disposition, acquires a legal or equitable interest in a Unit, other than either a leasehold interest of less than 20 years, including renewal options, or a security for an obligation.
- W. "Real Estate" means any fee, leasehold, or other estate or interest in, over or under land, including structures, fixtures, and other improvements and interests which by custom, usage, or law pass with a conveyance of land though not described in the contract of sale or instrument of conveyance.
- X. "Special Declarant Rights" means any right or combination of rights reserved by a Declarant in the Declaration, the Act, or any amendments thereto:
1. Complete improvements indicated on Plats and Plans filed with this Declaration.
 2. Convert Convertible Real Estate in a Flexible Planned Community pursuant to Section 5211 of Uniform Planned Community Act.

3. Add Additional Real Estate to a Flexible Planned Community pursuant to Section 5211 of the Uniform Planned Community Act.
 4. Withdraw Withdrawable Real Estate from a Flexible Planned Community pursuant to Section 5212 of the Uniform Planned Community Act.
 5. Convert a Unit into two or more Units, Common Facilities or Controlled Facilities.
 6. Maintain offices, signs and models pursuant to Section 5217 of the Uniform Planned Community Act.
 7. Create use easements through the Common Facilities or Controlled Facilities for the purposes of making improvements within the Planned Community or within any Convertible or Additional Real Estate, as a means to facilitate completion, conversion and expansion pursuant to Section 5218 of the Uniform Planned Community Act.
 8. Cause the Planned Community to be merged or consolidated with another Planned Community pursuant to Section 5223 of the Uniform Planned Community Act.
 9. Make the Planned Community part of a larger Planned Community or group of Planned Communities pursuant to Sections 5222 and 5223 of the Uniform Planned Community Act.
 10. Make the Planned Community subject to a Master Association pursuant to Section 5222 of the Uniform Planned Community Act.
 11. Appoint or remove an officer of the Sub Association, Master Association or an Executive Board Member during any period of Declarant control pursuant to Section 5303 of the Uniform Planned Community Act.
- Y. "Unit" means a physical portion of the Planned Community designated for separate ownership or occupancy, the boundaries of which are described pursuant to Section 5204 (description of Units) and Section 5205 (5) (relating to contents of Declaration; all Planned Communities) of the Act and a portion of which may be designated by the Declaration as part of the Controlled Facility. Unit can also be used interchangeably with "Lot".
- Z. "Unit Owner" means a Declarant or other person who owns a Unit. The term does not include a person having an interest in a Unit solely as security.
- AA. "Withdrawable Real Estate" means Real Estate that may be withdrawn from a Flexible Planned Community. The Withdrawable Real Estate is described in Exhibit "C" attached hereto.

ARTICLE II

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

Section 2.1 Percentage Interests, Votes and Common Expense Liabilities.

- 2.1.1 Attached as Exhibit "E" hereto is a list of all Phase 1 Units by their Identifying Numbers and the Percentage Interest appurtenant to each Unit. The Percentage Interest appurtenant to each Unit is a fraction, the numerator of which is the particular Unit and the denominator of which is the total number of Units within the Planned Community.
- 2.1.2 The share of Common Expense Liability appurtenant to each Unit shall be in proportion to its Percentage Interest.
- 2.1.3 Each Unit Owner shall have one vote in the Association per Unit Owned.

Section 2.2 Unit Boundaries.

- 2.2.1 The title lines or boundaries of each Unit are situated as shown on the Plats and Plans attached hereto as Exhibit "D".
- 2.2.2 Each Unit in the Planned Community is a single subdivided lot as depicted in the Plats and Plans herein attached as Exhibit "D" and the Convertible/ Withdrawable Real Estate as depicted in Exhibits "C" attached hereto. The Plats and Plans also indicate each Unit's Identifying Number.

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

Section 3.1 Common Elements.

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

- 3.1.1 All storm drainage easements and detention basins as depicted on the Plats and Plans attached hereto as Exhibit "D," except all mowing of grass and general yard maintenance in the easement area will be the responsibility of the Unit Owner on which any easement shall run.
- 3.1.2 All sanitary sewer and water easements as depicted on the Plats and Plans attached hereto as Exhibit "D" that are not dedicated to a municipality or authority, except all mowing of grass and general yard maintenance in the easement area will be the responsibility of the Unit Owner on which any easement shall run.
- 3.1.3 The Non-Residential Unit designated as Unit Number 70 on the Plats and Plans attached hereto as Exhibit "D".
- 3.1.4 Signage as shown on Unit 70 on the Plats and Plans attached hereto as Exhibit "D"
- 3.1.5 Any other areas shown and identified as such on the Plats and Plans attached hereto as Exhibit "D" and any amendment subsequently created.

Section 3.2 Binding Obligation.

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

Section 3.3 Ownership of Common Facilities Prior to Association.

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

Section 3.4 Providing of Land as a Common Facility.

Declarant intends to provide land as a Common Facility, which will be located at Unit 70 of the Plats and Plans. Upon its completion, which shall be by the date of conveyance by the Declarant of the last Unit that the Declarant reserves the right to include in the Planned Community, the same shall become a Common Facility and shall be conveyed to the Association.

Section 3.5 Storms Drains and Storm Water Management Basins.

Declarant, in the course of developing the Planned Community, will be installing storm drains and storm management basins as shown on the Plats and Plans. The same shall become a Common Facility and shall be conveyed to the Association as easements, pursuant to the terms set forth in Section 3.4 herein.

Section 3.6 Signage.

3.6.1 Entrance signs shall be located on Units 1 and/or 70 and will be maintained as a Common Element by the Association.

Section 3.7 Limited Common Elements.

Those portions of the Common Elements serving only one or more, but fewer than all Units within the Planned Community, are Limited Common Elements allocated only to the Unit or Units which they serve. Without limiting the generality of Section 1.4.2(P) hereof, the following portions of the Property are hereby designated as Limited Common Elements:

3.7.1 Any areas shown and identified as such on the Plats and Plans herein and any amendment subsequently created.

Section 3.8 Controlled Facilities.

Those portions of the Real Estate, whether or not a part of a Unit, which are not a Common Facility and which are regulated, managed and controlled by the Association. Without limiting the generality of Section 1.4.2(G) hereof, the following portions of the Property are designated as Controlled Facilities:

3.8.1 Any areas shown and identified as such on the Plats and Plans herein and any amendment subsequently created.

Section 3.9 Limited Controlled Facilities.

Those portions of Controlled Facilities, other than the Controlled Facilities which are themselves part of a Unit allocated by or pursuant to the Declaration for the exclusive use of one or more, but fewer than all of the Units. Without limiting the generality of Section 1.4.2(S), the following portions of the Property are designated as Limited Controlled Facilities:

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

Section 3.10 Use of Sidewalk Limited Common Elements.

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

Section 3.11 Surface Parking Spaces; Other Areas.

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

Section 3.12 Changes by Executive Board. Subject to any limitation herein, the Executive Board may make any additions, alterations or improvements to the Common Elements which it, in its judgment, deems necessary.

ARTICLE IV
MAINTENANCE, REPAIR AND REPLACEMENT RESPONSIBILITIES

Section 4.1 Maintenance Responsibilities.

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

Section 4.2 Association Maintains Common Elements.

4.2.1. The Association shall maintain, repair, and replace all of the Common Elements, Controlled Facilities, and Limited Controlled Facilities, as defined in this Declaration (except the portions of the Limited Common Elements which are required by this Declaration or By-Laws to be maintained, repaired, or replaced by the Unit Owner) so that the same are in good order and repair and in an attractive condition consistent with a residential community, and in connection therewith, the Association shall continually keep and maintain, or cause to be continually kept and maintained, all improvements to the Common Elements, Controlled Facilities, and Limited Controlled Facilities in a safe, sightly, and serviceable condition which repair and maintenance shall include replacement, cleaning, lighting, painting, landscaping, removing obstructions, snow, water, and ice from private streets, re-paving and surfacing the curbs, walks, utilities, and drainage facilities, directional signs and lighting facilities as necessary from time to time. Maintenance of the Common Elements by the Association includes the payment of all utility charges applicable to the Common Elements.

4.2.2. Each Unit Owner will be responsible for mowing and general yard maintenance for any easement areas that cross their Units.

Section 4.3 Units and Limited Common Elements.

Each Unit Owner shall maintain, repair, and replace, at his own expense, all portions of his Unit and the Limited Common Elements appurtenant thereto in

safe, clean condition, except the portions which are required by this Declaration or By-Laws to be maintained, repaired, or replaced by the Association.

Section 4.4 Action by Executive Board to Remedy Unsatisfactory Conditions.

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

ARTICLE V
EASEMENTS

Section 5.1 Additional Easements.

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

- 5.1.1 Common Elements. Declarant reserves the right to place one or more models, management offices, and sales offices on any portion of the Common Elements in such manner, of such size, and in such locations as Declarant deems appropriate. Declarant may from time to time relocate models, management offices, and sales offices to different locations within the Common Elements. Declarant shall have the right to remove any such models, management offices, and/or sales offices from the Common Elements at any time up to thirty (30) days after Declarant ceases to be a Unit Owner. Upon the relocation of a model or office constituting a Common Element, Declarant may remove all personal property and fixtures therefrom. Any further fixtures not so removed shall be deemed Common Elements, and any personal property not so removed shall be deemed the property of the Association.
- 5.1.2 Signs. Subject to any limitation in the Declaration, Declarant may maintain signs in the Declarant's Units on the Common Elements advertising Units in the Planned Community owned by the Declarant for sale or lease.
- 5.1.3 Units. Declarant shall have the right to locate, relocate, and maintain offices and models used only in connection with management of or sale or rental of Units owned by the Declarant in the Planned Community, in the Declarant's Unit or Units in the Planned Community notwithstanding the fact that the Declaration would otherwise preclude use of the Units for such purposes, but subject to all other provisions in the Declaration,

including without limitation, modification, or elimination of the Declarant's rights under this subsection by specific reference thereto.

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

Elements and/or Limited Common Elements may be utilized for ingress and egress of vehicles transporting construction materials, equipment, and personnel and for temporary storage of materials and vehicles being used in connection with the construction, repair, maintenance, and rebuilding of Buildings and related improvements, subject to all of the other terms of this Declaration.

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

ARTICLE VI **COMPLETION OF COMMON FACILITIES**

Section 6.1 Time for Completion.

Improvements to Common Facilities will be completed at the discretion of the Declarant, but in no event will the Common Facilities be completed later than the day of conveyance or lease, by Declarant of the last Unit, which the Declarant reserves the right to include in the Planned Community or the date of the expiration of the rights under Section 5211 of the Act.

Section 6.2 Responsibility for Common Facilities Until Completed.

Until the Common Facilities are completed, the Declarant shall be solely responsible for real estate taxes assessed against or allocable to the Common Facilities and for all other expenses in connection with the construction of the Common Facilities.

Section 6.3 Bonding of Common Facilities.

Declarant is not providing any third party guarantee, bond, escrow, letter of credit, or other mechanism to assure completion of the Common Facilities and the only guarantee of completion is Declarant's own guarantee.

ARTICLE VII **AMENDMENT OF DECLARATION**

Section 7.1 Amendment Generally.

This Declaration, including the Plats and Plans, may be amended only by vote of at least sixty-seven (67%) percent of the Unit Owners of the Association, except unanimous consent of all Unit Owners affected shall be required to create or increase Special Declarant Rights, alter the terms or provisions governing the completion or conveyance or lease of Common Facilities, or increase the number of Units or change in the boundaries of any Unit, the Common Expenses, Liability, or voting strength in the Association allocated to a Unit, or the uses to which a Unit is restricted. No Declaration provisions pursuant to which any Special Declarant Rights have been reserved to a Declarant shall be amended without the express written joinder of the Declarant in such amendment. This Section shall not apply to amendment executed by a Declarant under Section 5210 (e) or (f) (relating to Plats and Plans), Section 5211 (a) (relating to conversion and expansion of Flexible Planned Communities), Section 5212 (a) (relating to withdrawal or Withdrawable Real Estate), or amendments executed by the

Association under Section 5107 (relating to eminent domain), Section 5209 (relating to Limited Common Elements), Section 5215 (relating to subdivision or conversion of Units), or amendments executed by certain Unit Owners under Section 5209 (b) and Section 5214 (a) (relating to relocation of boundaries between Units), Section 5215 and Section 5220 (b) (relating to termination of Planned Community). The requirements of the storm water management system established herein may not be amended.

Section 7.2 Technical Corrections.

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

Section 7.3 Rights of Secured Lenders.

Annexation of additional properties, mergers, and consolidations, dedication of Common Areas, and amendment of the Declaration, requires prior approval of HUD/VA as long as the Declarant exercises its Special Declarant Rights which extend for a period of time of seven (7) years from the date of the first conveyance of a Unit to a person other than the Declarant; provided, however, that the Special Declarant's Rights will terminate sixty (60) days after conveyance of seventy-five percent (75%) of the Units which may be created to Unit Owners other than Declarant (hereinafter "Declarant Control Period"). Special Declarant's Rights which entitle it to unilaterally convert Convertible Real Estate, add additional Real Estate, and withdraw Withdrawable Real Estate, cause mergers and consolidations, and appoint or remove the Executive Board, within the aforementioned Declarant Control Period.

ARTICLE VIII
USE RESTRICTIONS

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

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

8.1.1 Prohibited Uses and Nuisances.

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

1. Only dwelling houses as defined herein shall be used for residential purposes upon said Units. Only one detached dwelling, not to exceed two stories in height shall be erected on each unit.

2. Each dwelling shall conform in general architectural design, quality and workmanship and materials to existing dwelling houses in this Planned Community Development. Minimum square footage of living space on the ground floor of all dwellings, excluding basements and garages, must be at least thirteen-hundred and fifty (1,350) square feet on the first floor for a one-story dwelling, and at least eight-hundred (800) square feet for dwellings of more than one story. Each dwelling shall also include a minimum of two (2) car and maximum of three (3) car, attached or integral garage which shall not be included in the calculation of ground floor living space.
3. The Declarant shall maintain architectural control over the construction of the Units during the Declarant Control Period. At the end of the Declarant Control Period, the Association, by and through the Architectural Review Committee, shall maintain architectural control over the construction of the Units and shall require all Unit Owners to contract with an architectural firm as determined by the Architectural Review Committee which is capable of conforming to the architectural specifications of the Planned Community.
4. Each structure must meet the minimum set back requirements as established by Greene Township, Franklin County, Pennsylvania.
5. The erection and maintenance of any structure of a temporary and/or permanent character, such as a tent, trailer, barn, shed or any other type of out building, is prohibited during the Declarant Control Period. Following transfer of control to the Association, an affirmative vote of sixty-seven (67%) percent of the Unit Owners will be required to allow such temporary and/or permanent structures within the Planned Community Development, which will be subject to such guidelines as the Association may hereafter adopt. No temporary or other structure of any kind, as referenced in this Section 8.1.1(A)(5), shall at any time be used for residential purposes.
6. Said Units, as herein above provided, shall be used for residential or dwelling purposes and no business, mercantile, commercial, or manufacturing enterprise or activity of any kind shall be conducted thereon with the exception of such home occupations as permitted by the zoning ordinances established by the governing municipality and approved by the Declarant.
7. The erection and maintenance of any type of sign (i.e. billboards, signboards, or other advertising contrivance or medium) is prohibited, with the exception of the entrance sign and signs for professional purposes, not to exceed in area one square foot, or a sign advertising the property for sale or rent, not exceeding five square feet, or signs used by the builder to advertise the property during the construction and sales period. All signage must be in compliance with the Greene Township Ordinances for signage. At no time will "for sale" signs be permitted at the entrance sign areas or other Common Areas throughout the Planned Community Development.
8. No animals, livestock, horses or poultry of any kind shall be kept for breeding or commercial use. Domestic animals shall be maintained within the municipality ordinances. No Unit Owner shall be allowed to have more than three (3) domestic animals, which shall be defined as dogs, cats or other indoor household animals, also referred to as

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pets. All pets must be on a leash when outside and pet Unit Owners must carry a sanitary utensil to clean up after their pets. Domestic animals are to be housed inside the dwelling, no exterior pet houses will be allowed.

9. All trash, garbage and refuse shall be stored in covered metal or plastic receptacles and concealed from view by an enclosure or screening approved by Declarant, their successors and assigns. Trash may be visible only on the day or night before the day of trash pickup by the municipality. All incinerators or other equipment for the storage or disposal of such matter shall be maintained in a clean and sanitary condition.
10. The use of any Unit or part thereof as a dumping ground for garbage and rubbish is strictly prohibited. All excess fill from home construction shall be required to be dumped in such areas as indicated by the Declarant.
11. All landscaping plans must be submitted, in writing, to the Architectural Review Committee for approval. This shall include, but not be limited to, such landscaping items as decorative fencing, tree rows as a form of screening or other trees, bushes, shrubs and flowers, which shall be planted in a landscape design. All landscape requests must be in compliance with all set back regulations established by the governing municipality. Following review by the Architectural Review Committee, the resident will receive, in writing, the Committee's decision of approval or disapproval. Only after approval is received may the landscaping work commence.
12. The erection of any type of fence, exceeding thirty-six inches (36") in height is prohibited, and the erection, planting or maintaining of any type of fence, wall, hedge, tree or shrub, which may interfere with reasonable visibility at street intersections, and thereby jeopardize public safety, is prohibited, and furthermore, no fence shall be erected on the portion of the Unit between the rear wall of the house and the front line. All fencing must be constructed in accordance to specific fence guidelines established by the Declarant. The guidelines shall be subject to change from time to time. All fence requests must be submitted, in writing, to the Architectural Review Committee for approval. All fence requests must be in compliance with all set back regulations and other ordinances established by Greene Township. Fencing surrounding or screening in-ground pools, spas and hot tubs must comply with Greene Township Ordinances. Following review of the fence request by the Architectural Review Committee, the resident will receive, in writing, the Committee's decision of approval or disapproval. Only after approval is received and zoning and building permits are obtained may the fence installation commence.
13. No building, garage, wall or other structure shall be commenced, erected, or maintained, nor shall any addition to or change or alteration therein be made until the plans and specifications, showing the nature, floor plan, location, and approximate cost of such structure and the grading plan of the lot upon which such structure is to be built, shall have been submitted to and been approved in writing by Declarant, as hereinafter defined. Approval or disapproval of said plans and specifications by the Declarant shall be absolute and final.

14. Any activity which is noxious or offensive and inconsistent with the residential character of the neighborhood is strictly prohibited, and is herewith declared to be a public nuisance and abatable as much.
15. No above ground pools shall be permitted. Spas, in-ground pools and hot tubs are permissible following compliance with the specific guidelines for screening, which will be established by the Developer and the Association, compliance with the Greene Township Ordinances, and upon written approval from the Architectural Review Committee. Compliance with Greene Township Ordinances regarding fencing around the spas, in-ground pools and hot tubs, must also be followed. Requests for approval must first be submitted to the Architectural Review Committee. Only following approval from the Committee and the receipt of building and zoning permits from Greene Township, may installation commence.
16. No permanent clothesline or any structure used for the drying of clothing or housewares shall be visible upon any lot when viewing the front of the structure. The temporary umbrella type may be used during the day, only if disassembled by dusk every evening.
17. No rooftop or other type of antennas shall be permitted to be installed on any exterior portion of the Unit. No more than one (1) satellite dish per Unit is permitted, which can be no larger than twenty-four inches (24") in diameter. All satellite dishes must be placed on the rear of the Unit, and are subject to approval from the Architectural Review Committee as to their location and color, which approval may not be unreasonably withheld.
18. No unlicensed, uninspected, or unregistered motor vehicle may be maintained or kept on any Unit of the said Planned Community. In addition, no repair work will be done on any motor vehicle in the Planned Community. Any vehicle over three-quarters ($\frac{3}{4}$) ton shall not be permitted to park on or adjacent to the Units.
19. No automobile bodies, junk, erected cars, rubbish or other debris shall be kept on any Unit. All Units shall be kept neat and clean and free from refuse and weeds and nothing shall be placed, kept, stored, or maintained thereon which may constitute a nuisance or annoyance to Unit Owners or the residents of the subdivision. The responsibility of the Unit Owner to keep the grass and vegetation mowed and maintained on the Unit shall commence from the time of the Unit purchase. Further, Unit Owner shall comply with all Greene Township Ordinances related to the aforementioned.
20. No motor homes, boats, campers, trailers, gliders or other recreational vehicles of any size may be kept on the property unless parked in the garage with the garage door down.
21. No Unit shall be re-subdivided into two (2) or more Units; however, two (2) Units may be merged to form a single Unit.
22. No games courts shall be permitted on a Unit without the prior approval of the Architectural Review Committee.
23. No trampolines will be permitted on a Unit. Children's play equipment may be permitted only after submitting a request for

approval and receiving written approval from the Architectural Review Committee.

24. An outside electric eye pole light must be installed in each Unit prior to the completion of the dwelling Unit and must be maintained thereafter. The pole light must be lighted at all times, from sundown to sunup; it must be regulated by an automatic day and night switch or photocell, and it must have at least a one hundred (100) watt bulb. The pole light shall be wired directly to the electric panel box and shall not have an in-line switch.
25. Solar collection panels shall not be permitted.
26. No Unit may be used as a means of access, ingress, egress or regress to or from any other real estate, except with Declarant's written consent, which may be withheld for any reason.
27. Each Unit Owner shall refrain from interference with natural drainage courses and swales within this Flexible Planned Community.
28. Developer and Declarant shall have the sole right to erect, maintain and operate real estate sales, management and/or construction offices on any part of the Property and/or in any dwelling house now or hereinafter erected on any Unit provided such offices are solely used and operated in connection with the development of the Property or the building of structures on the Units, or the management, rental or sale of any part of the Unit, or of structures now or hereafter erected thereon, but no part of the Property, nor any part of any dwelling now or hereafter erected thereon, shall be used for any of the aforesaid purposes set forth in this paragraph without written consent and approval of Declarant, in his sole, reasonable discretion, being first had and obtained. Successor Declarant shall not enjoy the rights granted by this paragraph unless instrument signed by Declarant, expressly granting such right and has been recorded in the Franklin County Recorder of Deeds.
29. These conditions, reservations, covenants, and restrictions shall apply to all Units shown on the aforesaid Subdivision Plan whether vacant or improved and to all structures erected or to be erected thereon as well as to the alteration or improvement of or addition to any such structures.
30. Enforcement of these covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. Non-compliance to violations shall be assessed violation fees of up to \$50.00 per day and fifteen percent (15%) interest, plus any court, magistrate, penalties, fines and attorney fees incurred by the Association in the process of enforcing compliance of the violation.
31. Reasonable rules and regulations, not in conflict with the provisions of this Declaration, concerning the use and enjoyment of the Property, may be promulgated from time to time by the Executive Board, subject to the right of the Association to change such rules and regulations. Copies of the then, current rules and regulations and any amendments thereto shall be furnished to all Unit Owners by the Executive Board promptly after the adoption of such rules and regulations or any

amendments thereto.

32. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

8.1.3 Survival of Article VIII.

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

ARTICLE IX
LEASING

Section 9.1 Rental of Units.

The Unit Owner of any Unit may not lease his respective property as an investment and the Unit Owner must occupy the Unit, except as set forth below:

9.1.1 Unit Owner may lease his Unit for any periods when the Unit Owner is on an extended vacation. Any lease between a Unit Owner and a lessee must be in writing and shall not be for a term of less than ninety (90) days.

9.1.2 The lease shall state that it is subject in all respect to, and that the lessee shall comply with, all of the provisions of Declaration and the By-Laws and that failure of the lessee to comply with any of the terms of the aforementioned documents shall be a default under the lease.

9.1.3 The lease shall in no way relieve the Unit Owner of any duty or obligation imposed by this Declaration.

9.1.4 All leases must be approved by the Executive Board of the Association.

ARTICLE X
BUDGETS; COMMON EXPENSES; ASSESSMENTS; AND ENFORCEMENT

Section 10.1 Definition of Common Expenses. Common Expenses shall include:

10.1.1 Expenses of administration, maintenance, and repair or replacement of the Common Elements and/or Controlled Facilities; and

10.1.2 Expenses declared to be Common Expenses by the Planned Community documents or the Act; and

10.1.3 Expenses agreed upon as Common Expenses by the Association; and

10.1.4 Such reserves as may be established by the Association, whether held in trust or by the Association, for repair, replacement or addition to the Common Elements and/or Controlled Facilities or any real or personal property acquired or held by the Association.

Section 10.2 Apportionment of Common Expenses.

All Common Expenses shall be assessed against all Units in accordance with their respective Percentage Interests as shown on Exhibit "E," as defined in Article II of this Declaration. Common Expenses related to Limited Common Elements or Limited Controlled Facilities are assessed in equal shares against the Unit to which the Limited Common Elements or Limited Controlled Facilities were assigned at the time.

Section 10.3 Annual Payments.

All Common Expense assessments made in accordance with Sections 2.1 and 10.2 of this Declaration to meet the requirements of the Association's annual budget shall be on a calendar year basis, payable in one (1) annual payment, which shall be due and payable to the Association, on or before, and no later than January 31st of each year. Special assessments shall be due and payable as set forth by the Executive Board.

Assessments for the first year shall be prorated from the date of settlement, utilizing the annual budget assessment schedule, for that current year, which shall be established by the Executive Board and used in the computation of the first year assessment amount due.

Section 10.4 Initial Capitalization Fees.

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

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

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

Section 10.5 Subordination of Certain Charges.

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

Section 10.6 Surplus.

Any amounts accumulated from assessments for General Common Expenses and income from the operation of the Common Elements to which such General Common Expenses pertain in excess of the amount required for actual General Common Expenses shall be held by the Association as reserves for future General Common Expenses.

Section 10.7 Assignment of Income Rights.

The Association may assign rights to future income, including payments made on account of assessments for General Common Expenses and Limited Common

Expenses, to secure any loan obtained by the Association for repairs, replacements, or capital improvements to the Common Elements.

Section 10.8 Special Allocation of Expenses.

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

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

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

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

Section 10.9 Commencement of Common Expense Assessments.

In general, Common Expense assessments shall begin as of the date of conveyance of the first Unit to a Unit Owner other than the Declarant (the "First Settlement").

Section 10.10 Personal Liability of Unit Owners.

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

Section 10.11 No Waiver of Liability for Common Expenses.

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

Section 10.12 Acceleration of Common Expense Assessments.

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

Section 10.13 Confessions of Judgment.

IN ORDER TO EXPEDITE THE EXECUTIVE BOARD'S COLLECTION OF ANY DELINQUENT ASSESSMENT, EACH UNIT OWNER (BY ACCEPTANCE OF THE DEED TO HIS UNIT) SHALL BE DEEMED TO HAVE APPOINTED ANY ONE OR MORE EXECUTIVE BOARD

MEMBERS, THE ATTORNEY-IN-FACT FOR SUCH UNIT OWNER TO CONFESS JUDGMENT AGAINST SUCH UNIT OWNER IN ANY COURT OF COMPETENT JURISDICTION IN PENNSYLVANIA, FOR ANY SUCH UNPAID ASSESSMENTS, WHICH APPOINTMENT (BEING FOR SECURITY) SHALL BE IRREVOCABLE; AND FOR SO DOING A COPY OF THIS SECTION 10.13 AND SAID DEED, BOTH VERIFIED BY AFFIDAVIT, SHALL BE A SUFFICIENT WARRANT. THE AUTHORITY GRANTED HEREIN TO CONFESS JUDGMENT SHALL NOT BE EXHAUSTED BY ANY EXERCISE THEREOF BUT SHALL CONTINUE FROM TIME TO TIME AND ALL TIMES UNTIL THIS DECLARATION SHALL BE TERMINATED.

Section 10.14 Lien.

- 10.14.1 The Association has a statutory lien on a Unit for any assessment levied against that Unit or fined imposed against the Unit Owner from the time the assessment or fine becomes delinquent. Fees, including attorney's fees, late charges, fines, and interest charged pursuant to the Act and the Planned Community Documents are enforceable as assessments under this Section. If an assessment is payable in installments, and one or more installments are not paid when due, the entire outstanding balance of the assessment becomes effective as a lien from the due date of the delinquent installment.
- 10.14.2 Recording of this Declaration constitutes record notice and perfection of the lien. No further recordation of any claim of lien for assessment under this Section is required.
- 10.14.3 Any lien for delinquent Common Expense assessments or other charges that the Association has on a Unit will be subordinate to a first mortgage on the Unit, if the mortgage was recorded before the due date of the assessment or the due date of the unpaid installment, if the assessment is payable in installments.
- 10.14.4 If a holder of a first mortgage on a Unit forecloses that mortgage, the purchaser at the foreclosure sale is not liable for any unpaid assessments against the Unit which became due before the sale, other than the assessments which are prior to that mortgage in accordance with the provisions of the Act. Any unpaid assessments not satisfied from the proceeds of sale become Common Expenses collectible from all the Unit Owners, including the purchaser.
- 10.14.5 Any fees, including attorney's fees, late charges, fines, and interest which may be levied by the Executive Board pursuant to Section 5301 (a) (10), (11), and (12) of the Act, shall be subordinate to the lien of a first mortgage on a Unit.
- 10.14.6 The Association's lien may be foreclosed in a like manner as a mortgage on a real property.
- 10.14.7 This Section does not prohibit actions to recover sums for which this Section creates a lien or prohibit the Association from taking a deed in lieu of foreclosure.
- 10.14.8 A judgment or decree in any action brought under this Section shall include costs and reasonable attorney's fees for the prevailing party.

10.14.9A lien for unpaid assessments is extinguished unless proceedings to enforce the lien are instituted within three (3) years after the assessments become payable; provided, that if an Owner of a Unit subject to a lien under this Section files a petition for relief under the United States Bankruptcy Code, the period of time for instituting proceedings to enforce the automatic stay of proceedings under Section 362, or succeeding Sections if amended, of the Bankruptcy Code is lifted.

10.14.10 Any payments received by the Association in the discharge of a Unit Owner's obligation may, at the Association's discretion, be applied to the oldest balance due.

Section 10.15 Association Records.

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

Section 10.16 Statement of Unpaid Assessments.

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

ARTICLE XI
RIGHTS OF PERMITTED MORTGAGEES

Section 11.1 Reports and Notices.

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

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

11.1.6 The right to examine the books and records of the Executive Board at any reasonable time; or

11.1.7 Notice of any decision by the Executive Board to terminate professional management and assume self-management of the Property.

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

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

ARTICLE XII

EXECUTIVE BOARD; DECLARANT'S RIGHTS; SPECIAL DECLARANT RIGHTS

Section 12.1 Overview.

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

Section 12.2 Control.

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

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

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

Section 12.3 Declarant Rights.

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

ARTICLE XIII
LIMITATION OF LIABILITY

Section 13.1 Standard of Conduct.

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

Section 13.2 Good Faith Reliance.

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

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

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

Section 13.3 Limited Liability.

No Executive Board member or officer, in his capacity as such, shall be personally liable for monetary damages for any action taken, or any failure to take any action, unless he has breached or failed to perform the duties of his office under the standards described above; provided, however, that the provisions of this Section 13.3 shall not apply to the responsibility or liability of an Executive Board member or officer pursuant to any criminal statute, or to the liability of an Executive Board member or officer for the payment of taxes pursuant to local, state, or federal law.

Section 13.4 Indemnification.

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

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

Section 13.5 Directors & Officers Insurance.

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

ARTICLE XIV
OPTION TO WITHDRAW REAL ESTATE

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

Declarant hereby explicitly reserves an option, until the seventh (7th) anniversary of the recording of this Declaration, to withdraw Withdrawable Real Estate from the Planned Community from time to time in compliance with Section 5212 of the Act, without the consent of any Unit Owner or holder of a mortgage on any Unit. This option to withdraw may be terminated prior to such anniversary only upon the filing of an amendment to this Declaration by the Declarant. Declarant expressly reserves the right to withdraw any or all portions of the Withdrawable Real Estate at any time, at different times, in any order, without limitation and without any requirement that any other Real Estate be withdrawn, added, or converted, except as set forth in Section 5212 of the Act; provided, however, that the Withdrawable Real Estate shall not exceed the area described as such on Exhibits "C" attached hereto. There are no other limitations on this option to withdraw the Withdrawable Real Estate from the Planned Community.

ARTICLE XV
CONVERTIBLE REAL ESTATE

Section 15.1 Reservation.

Declarant hereby explicitly reserves an option, until the seventh (7th) anniversary of the recording of this Declaration, to convert all or any portion of the Convertible Real Estate to Units, Limited Common Elements, Limited Common Facilities, or any combination thereof from time to time in compliance with Section 5211 of the Act, without the consent of any Unit Owner or holder of a mortgage on any Unit. This option to convert may be terminated prior to such anniversary only upon the filing of an amendment to this Declaration by the Declarant. Declarant expressly reserves the right to convert any or all portions of the Convertible Real Estate at any time, at different times, in any order, without limitation, and without any requirement that any other Real Estate be converted, added, or withdrawn; provided, however, that the Convertible Real Estate shall not exceed the area described as such on Exhibit "C" attached hereto. There are no other limitations on this option the convert Convertible Real Estate.

Section 15.2 Assurances.

If the Convertible Real Estate is converted, the Units on the Convertible Real Estate will be located approximately as shown on the Plat and Plans. At such time as the Convertible Real Estate is completely converted, the maximum number of Units in the Convertible Real Estate as an aggregate will be no more than sixty-nine (69) total residential Units and three (3) Non-Residential Units. All the Units shall be restricted to residential use, storage, or outside parking. Any buildings to be renovated or constructed within the Convertible Real Estate and Units therein shall be compatible in quality, size, materials, and architectural style with the existing buildings. All restrictions in this Declaration affecting use, occupancy, and alienation of Units shall apply to Units created within the Convertible Real Estate. No assurances are made as to any other improvements and Limited Common Elements to be made or created in the Convertible Real Estate, nor the proportion of Limited Common Elements to Units therein. The reallocation of Percentage Interests in the Convertible Real Estate and the Property shall be computed as required by Section 2.1, above. All restrictions in this Declaration affecting use, occupancy, and alienation of Units shall apply to Units created in

the Convertible Real Estate. In the event that Declarant shall not convert, or converts and then subsequently withdraws, any portion of the Convertible Real Estate, Declarant shall nevertheless have the right to develop the Real Estate described in Exhibit "C" and operate the same without restriction, except as set forth above. The Declarant does not intend to add additional real estate to this Planned Community.

ARTICLE XVI
INSURANCE

Section 16.1 Insurance to be Carried by Association.

Commencing not later than the time of the first conveyance of a Unit to a person other than a Declarant, the Association shall maintain, to the extent reasonably available, all of the following:

- 16.1.1 Property insurance on the Common Facilities, Controlled Facilities, and Limited Controlled Facilities insuring against all common risks of direct physical loss. The total amount of insurance after application of any deductibles shall not be less than ninety percent (90%) of the actual cash value of the insured Property, exclusive of land, excavations, foundations, and other items normally excluded from property policies.
- 16.1.2 Comprehensive general liability insurance, including medical payments insurance, in an amount determined by the Executive Board covering all occurrences commonly insured against for death, bodily injury, and property damage, arising out of or in connection with the use, ownership, or maintenance of the Common Elements.
- 16.1.3 Insurance described in Section 16.1.1 above to the extent reasonably available, shall include the Units but shall not include improvements and betterments installed by Unit Owners.
- 16.1.4 If the insurance described herein above is not maintained, the Association promptly shall cause notice of that fact to be hand delivered or sent prepaid by United States mail to all Unit Owners. The Association may carry any other insurance it deems appropriate to protect the Association or Unit Owners.
- 16.1.5 The policy terms of the insurance shall be in accordance with Section 5312 (d) of the Act.

IN WITNESS WHEREOF, S & A Custom Built Homes, Inc. has caused this document to be executed on this, the 5th day of April, 2005.

Witness:

Kathy Terrelli

S & A Custom Built Homes, Inc.

By: Richard Fortney
Richard Fortney, Chief Operating Officer

Commonwealth of Pennsylvania :
: ss
County of Centre :

On this, the 5th day of April, 2005, before me, the undersigned officer, personally appeared **Richard Fortney**, who acknowledged himself to be the **Chief Operating Officer of S & A Custom Built Homes, Inc.**, and that he as such Chief Operating Officer being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of S & A Custom Built Homes, Inc. by himself as Chief Operating Officer

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

Ruth Anna Williams
Notary Public
My Commission Expires:
Commonwealth of Pennsylvania

NOTARIAL SEAL
RUTH ANNA WILLIAMS, Notary Public
College Township, Centre County
My Commission Expires Sept. 6, 2008

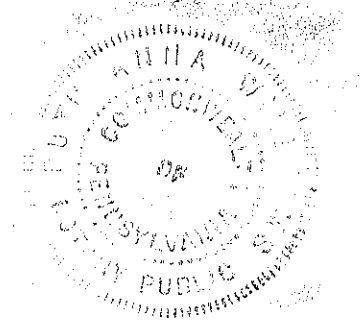


EXHIBIT "A"

Legal Description of all Real Estate Submitted-
Overall Tract

All the following described parcel of land located on the north side of Black Gap Road (S.R. 0997) being situate in Greene Township, Franklin County Pennsylvania, bounded and described as follows:

BEGINNING at a point in the center of Black Gap Road (S.R. 0997) located at corner of land herein conveyed and lands of James Edward Gibson Jr.; thence through Black Gap Road (S.R. 0997) N 40° 38' 14" W, a distance of 388.99 feet to a point in Black Gap Road (S.R. 0997); thence through the same N 43° 13' 08" W, a distance of 394.99 feet to a point in Black Gap Road (S.R. 0997); thence along lands now or formerly of Donald B. Farner and Michelle M. Farner N 72° 30' 20" E, a distance of 437.35 feet to an existing iron pin; thence along lands now or formerly of Richard Brian Mohler and Robert C. Sedler N 72° 30' 20" E, a distance of 76.01 feet to an existing iron pin; thence along the same S 08° 13' 07" E, a distance of 273.88 feet to an existing iron pin; thence along the same N 57° 03' 10" E, a distance of 534.79 feet to an existing iron pin; thence along the same N 10° 41' 46" W, a distance of 659.92 feet to an existing stone pile; thence along the same N 11° 20' 41" W, a distance of 47.75 feet to an existing iron pin; thence along lands now or formerly of Gerald K. Forrester N 11° 20' 41" W, a distance of 342.73 feet to an existing iron pin at stones; thence along lands now or formerly of Jason A. Mixell N 80° 48' 28" E, a distance of 185.16 feet to an existing iron pin; thence along lands now or formerly of Charles M. Farner N 80° 48' 28" E, a distance of 184.19 feet to an existing iron pin; thence along lands now or formerly of Charles M. Farner N 80° 48' 28" E, a distance of 184.56 feet to an existing iron pin; thence along lands now or formerly of Mary F. Carey N 80° 48' 28" E, a distance of 184.62 feet to an existing iron pin; thence along lands now or formerly of Donald B. Farner N 80° 48' 28" E, a distance of 183.99 feet to an existing iron pin at stones; thence along lands now or formerly of Leonard D. Robinson N 80° 48' 28" E, a distance of 168.08 feet to an existing iron pin at stones; thence along the same N 07° 35' 51" W, a distance of 393.13 feet to an existing iron pin at stones; thence along lands now or formerly of Harold F. Lehman N 81° 04' 07" E, a distance of 248.26 feet to an existing iron pin at stones; thence along lands now or formerly of Menno E. Landis N 80° 33' 49" E, a distance of 277.06 feet to an existing iron pin at stones; thence along the same N 80° 12' 48" E, a distance of 119.05 feet to an existing iron pin; thence along lands now or formerly of Richard G. Bender N 80° 12' 48" E, a distance of 99.27 feet to an existing stone pile; thence along the same N 19° 04' 00" E, a distance of 207.18 feet to an existing iron pin at stones; thence along lands now or formerly of Thomas E. Locke N 19° 04' 00" E, a distance of 262.86 feet to an existing iron pin at stones; thence along lands now or formerly of Robert E. Fickes N 18° 18' 56" E, a distance of 148.63 feet to an existing iron pin at stones; thence along lands now or formerly of Chester Black, Ronald Black and Gerald Black S 38° 45' 40" E, a distance of 950.01 feet to an existing iron pin at stones; thence along lands now or formerly of Kevin L. Spessard and lands now or formerly of Alvin L. Stockslager S 69° 03' 08" W, a distance of 979.60 feet to an existing iron pin at stones; thence along lands now or formerly of Alvin L. Stockslager S 11° 29' 59" E, a distance of 291.38 feet to a set iron pin; thence along lands now or formerly of Leroy S. Rotz S 80° 32' 32" W, a distance of 591.90 feet to an existing stone pile; thence along the same S 79° 01' 13" W, a distance of 233.95 feet to an existing stump at stones; thence along the same S 09° 54' 11" E, a distance of 269.00 feet to an existing stone pile; thence along lands now or formerly of David C. Kohler S 09° 54' 11" E, a distance of 273.32 feet to an existing stone pile; thence along the same N 82° 17' 48" E, a distance of 113.00 feet to an existing iron pin at stones; thence along lands now or formerly of Robert C. Sedler S 38° 30' 34" W, a distance of 726.02 feet to an existing iron pin; thence along the same S 48° 33' 20" W, a distance of 501.82 feet to an existing iron pin; thence along lands now or formerly of James Edward Gibson Jr. S 50° 01' 54" W, a distance of 265.20 feet to an existing iron pin; thence along the same N 39° 54' 56" W, a distance of 240.06 feet to an existing iron pin; thence along the same S 49° 23' 19" W, a distance of 207.14 feet to a point in the center of Black Gap Road (S.R. 0997) being the point of **BEGINNING**.

Containing a total area of 60.57000 Acres.

EXHIBIT "B"

Legal Description of Phase I

All the following described parcel of land being designated as Phase 1 of the Eagle Rock Subdivision located on the north side of Black Gap Road (S.R. 0997) and being situate in Greene Township, Franklin County Pennsylvania, bounded and described as follows:

BEGINNING at a point in the center of Black Gap Road (S.R. 0997) located at corner of land herein conveyed and lands of James Edward Gibson Jr.; thence through Black Gap Road (S.R. 0997) N 40° 38' 14" W, a distance of 388.99 feet to a point in Black Gap Road (S.R. 0997); thence through the same N 43° 13' 08" W, a distance of 394.99 feet to a point in Black Gap Road (S.R. 0997); thence along lands now or formerly of Donald B. Farner and Michelle M. Farner N 72° 30' 20" E, a distance of 437.35 feet to an existing iron pin; thence along lands now or formerly of Richard Brian Mohler and Robert C. Sedler N 72° 30' 20" E, a distance of 76.01 feet to an existing iron pin; thence along the same S 08° 13' 07" E, a distance of 273.88 feet to an existing iron pin; thence along the same N 57° 03' 10" E, a distance of 534.79 feet to an existing iron pin; thence along the same N 10° 41' 46" W, a distance of 215.49 feet to an iron pin to be set; thence along Lot No. 42 of Phase 2 of the Eagle Rock Subdivision N 79° 18' 14" E, a distance of 145.55 feet to an iron pin to be set; thence crossing Featherdale Circle N 88° 08' 35" E, a distance of 50.00 feet to a point; thence along Lot No. 63 of Phase 2 of the Eagle Rock Subdivision by a curve to the right having a radius of 425.00 feet, an arc length of 73.83 feet and a chord bearing and distance of S 03° 07' 11" W, 73.74 feet to an iron pin to be set; thence along the same S 81° 54' 13" E, a distance of 178.14 feet to an iron pin to be set; thence along Lot No. 49 of Phase 2 of the Eagle Rock Subdivision S 52° 22' 42" E, a distance of 150.18 feet to an iron pin to be set; thence crossing Featherdale Circle S 52° 22' 42" E, a distance of 50.00 feet to a point; thence along Lot No. 12 of Phase 2 of the Eagle Rock Subdivision S 37° 37' 18" W, a distance of 23.69 feet to an iron pin to be set; thence along the same S 52° 22' 42" E, a distance of 164.28 feet to an iron pin to be set; thence along lands now or formerly of Robert C. Sedler S 38° 30' 34" W, a distance of 261.14 feet to an existing iron pin; thence along the same S 48° 33' 20" W, a distance of 501.82 feet to an existing iron pin; thence along lands now or formerly of James Edward Gibson Jr. S 50° 01' 54" W, a distance of 265.20 feet to an existing iron pin; thence along the same N 39° 54' 56" W, a distance of 240.06 feet to an existing iron pin; thence along the same S 49° 23' 19" W, a distance of 207.14 feet to a point in the center of Black Gap Road (S.R. 0997) being the point of **BEGINNING**.

Containing a total area of 17.65231 Acres.

EXHIBIT "C"

Legal Description of Withdrawable/ Convertible Real Estate (Phase II)

All the following described parcel of land being designated as Phase 2 of the Eagle Rock Subdivision located on the north side of Black Gap Road (S.R. 0997) and being situate in Greene Township, Franklin County Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin to be set at the rear corner between Lot No. 43 of Phase 1 of the Eagle Rock Subdivision and Lot No. 42 of Phase 2 of the Eagle Rock Subdivision at lands now or formerly of Richard Brian Mohler and Robert C. Sedler; thence along lands now or formerly of Richard Brian Mohler and Robert C. Sedler N 10° 41' 46" W, a distance of 444.43 feet to an existing stone pile; thence along the same N 11° 20' 41" W, a distance of 47.75 feet to an existing iron pin; thence along lands now or formerly of Gerald K. Forrester N 11° 20' 41" W, a distance of 342.73 feet to an existing iron pin at stones; thence along lands now or formerly of Jason A. Mixell N 80° 48' 28" E, a distance of 185.16 feet to an existing iron pin; thence along lands now or formerly of Charles M. Farner N 80° 48' 28" E, a distance of 184.19 feet to an existing iron pin; thence along lands now or formerly of Charles M. Farner N 80° 48' 28" E, a distance of 184.56 feet to an existing iron pin; thence along lands now or formerly of Mary F. Carey N 80° 48' 28" E, a distance of 184.62 feet to an existing iron pin; thence along lands now or formerly of Donald B. Farner N 80° 48' 28" E, a distance of 183.99 feet to an existing iron pin at stones; thence along lands now or formerly of Leonard D. Robinson N 80° 48' 28" E, a distance of 168.08 feet to an existing iron pin at stones; thence along the same N 07° 35' 51" W, a distance of 393.13 feet to an existing iron pin at stones; thence along lands now or formerly of Harold F. Lehman N 81° 04' 07" E, a distance of 248.26 feet to an existing iron pin at stones; thence along lands now or formerly of Menno E. Landis N 80° 33' 49" E, a distance of 277.06 feet to an existing iron pin at stones; thence along the same N 80° 12' 48" E, a distance of 119.05 feet to an existing iron pin; thence along lands now or formerly of Richard G. Bender N 80° 12' 48" E, a distance of 99.27 feet to an existing stone pile; thence along the same N 19° 04' 00" E, a distance of 207.18 feet to an existing iron pin at stones; thence along lands now or formerly of Thomas E. Locke N 19° 04' 00" E, a distance of 262.86 feet to an existing iron pin at stones; thence along lands now or formerly of Robert E. Fickes N 18° 18' 56" E, a distance of 148.63 feet to an existing iron pin at stones; thence along lands now or formerly of Chester Black, Ronald Black and Gerald Black S 38° 45' 40" E, a distance of 950.01 feet to an existing iron pin at stones; thence along lands now or formerly of Kevin L. Spessard and lands now or formerly of Alvin L. Stockslager S 69° 03' 08" W, a distance of 979.60 feet to an existing iron pin at stones; thence along lands now or formerly of Alvin L. Stockslager S 11° 29' 59" E, a distance of 291.38 feet to a set iron pin; thence along lands now or formerly of Leroy S. Rotz S 80° 32' 32" W, a distance of 591.90 feet to an existing stone pile; thence along the same S 79° 01' 13" W, a distance of 233.95 feet to an existing stump at stones; thence along the same S 09° 54' 11" E, a distance of 269.00 feet to an existing stone pile; thence along lands now or formerly of David C. Kohler S 09° 54' 11" E, a distance of 273.32 feet to an existing stone pile; thence along the same N 82° 17' 48" E, a distance of 113.00 feet to an existing iron pin at stones; thence along lands now or formerly of Robert C. Sedler S 38° 30' 34" W, a distance of 464.88 to an iron pin to be set; thence along Lot No. 11 of Phase 1 of the Eagle Rock Subdivision N 52° 22' 42" W a distance of 164.28 feet to an iron pin to be set; thence along Featherdale Circle N 37° 37' 18" E, a distance of 23.69 feet to a point; thence crossing Featherdale Circle N 52° 22' 42" W, a distance of 50.00 feet to an iron pin to be set; thence along Lot No. 48 of Phase 1 of the Eagle Rock Subdivision N 52° 22' 42" W, a distance of 150.18 feet to an iron pin to be set; thence along Lot No. 64 of Phase 1 of the Eagle Rock Subdivision N 81° 54' 13" W, a distance of 178.14 feet to an iron pin to be set; thence along Featherdale Circle by a curve to the left having a radius of 425.00 feet, an arc length of 73.83 feet and a chord bearing and distance of N 03° 07' 11" E, 73.74 feet to a point; thence crossing Featherdale Circle S 88° 08' 35" W, a distance of 50.00 feet to an iron pin to be set; thence along Lot No. 43 of Phase 1 of the Eagle Rock Subdivision S 79° 18' 14" W, a distance of 145.55 to an iron pin to be set, being the point of **BEGINNING**.
Containing a total area of 42.91769 Acres.

EXHIBIT "D"

Plats and Plans

Recorded on this _____ day of _____, 2005 in the Office of the Recorder of Deeds in and
for Franklin County in Plan Book _____ at Page _____.

EXHIBIT "E"

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

For The Eagle Rock Homeowners Association, Inc.
Pursuant to Section 2.1 of this Declaration

Non-Residential Unit #

70
71

Units in the Association

| <u>Unit #</u> | <u>Percentage Interest</u> | <u>Voting Interest</u> |
|--------------------------------------|-----------------------------------------|---------------------------|
| 1 | 4.35% | 1 |
| 2 | 4.35% | 1 |
| 3 | 4.35% | 1 |
| 4 | 4.35% | 1 |
| 5 | 4.35% | 1 |
| 6 | 4.35% | 1 |
| 7 | 4.35% | 1 |
| 8 | 4.35% | 1 |
| 9 | 4.35% | 1 |
| 10 | 4.35% | 1 |
| 11 | 4.35% | 1 |
| 43 | 4.35% | 1 |
| 44 | 4.35% | 1 |
| 45 | 4.35% | 1 |
| 46 | 4.35% | 1 |
| 47 | 4.35% | 1 |
| 48 | 4.35% | 1 |
| 64 | 4.35% | 1 |
| 65 | 4.35% | 1 |
| 66 | 4.35% | 1 |
| 67 | 4.35% | 1 |
| 68 | 4.35% | 1 |
| 69 | 4.35% | 1 |
| <u>Total Units in Phase I</u> | <u>Total Percentage Interest</u> | <u>Total Votes</u> |
| 23 | 100.00% | 23 |

18.50

RECORDED

2007 APR -4 P 1:28

7801

**Eagle Rock, a Pennsylvania
Flexible Planned Community Development**

LINDA MILLER
RECORDER OF DEEDS
FRANKLIN COUNTY

**Amendment of the Declaration of
Planned Community Development**

WHEREAS, by a Declaration of Planned Community Development dated April 5, 2005 and recorded April 8, 2005 in the Office of the Recorder of Deeds for Franklin County in Record Book 2737 at Page 280 and Record Book 288I at Page 1027, **S & A Custom Built Homes, Inc., now known as S & A Homes, Inc.** (hereinafter "Declarant") caused to be created, and subject to Pennsylvania's Uniform Planned Community Act at 68 Pa.C.S.A. Section 5101 et seq. (hereinafter "Act"), a Flexible Planned Community Development known as **Eagle Rock**, located in **Greene Township**, Franklin County, Pennsylvania; and

WHEREAS, pursuant to the Act and Article III, Section 3.8 of the aforementioned Declaration, the Declarant and Executive Board seeks to amend the Declaration to create a Controlled Facility, being a fence, upon Units 1, 2, 3 and 4 in Phase 1 of the Eagle Rock Flexible Planned Community; and

WHEREAS, as of the date of this Amendment, no Units have been sold to third-party purchasers.

NOW THEREFORE, the Declarant and Executive Board declare the following Section of the Declaration, as filed in Record Book 2737 at Page 280 and Record Book 288I at Page 1027, amended and/or deleted as follows:

- I. Article III, Section 3.8 of the Eagle Rock Declaration is deleted in its entirety and replaced as follows:

Section 3.8 Controlled Facilities

Those portions of the Real Estate, whether or not a part of a Unit, which are not a Common Facility and which are regulated, managed and controlled by the Association. Without limiting the generality of Section 1.4.2(G) hereof, the following portions of the Property are designated as Controlled Facilities:

- 3.8.1 A six foot (6') tall privacy fence along the southerly, rear lot lines of Units 1, 2, 3 and 4, as they border lands now or formerly of James Edward Gibson, Jr. Said privacy fence shall be constructed of natural wood

and shall be solid, containing no gaps between planks.

3.8.2 Said fence shall be maintained by the Association as a Controlled Facility, and the Association shall have the right and responsibility of access, ingress and egress over the said Units for inspection, maintenance and repair of the fence. Said cost of inspection, maintenance, repair and insurance shall be a Common Expense.

3.8.3 Nothing contained in this Section shall effect, supercede, or invalidate the fence restrictions contained in Article VIII, Section 8.1.1(A)(12) of the Declaration, which regulations are still in full force and effect.

II. All other terms and conditions of the Declaration as dated April 5, 2005 and filed April 8, 2005 in Record Book 2737 at Page 280 and in Record Book 2881 at Page 1027 are not modified by this Amendment and shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant and Executive Board have caused this Amendment to be executed this 26TH day of MARCH, 2007.

WITNESS:

DECLARANT

S & A Homes, Inc., formerly known as
S & A Custom Built Homes, Inc.

Kathy Cerelli

By: D. L. Pepper
EXEC V. P. David L. Pepper

WITNESS:

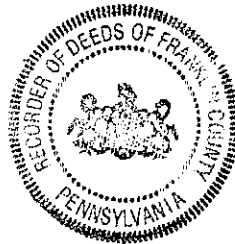
EXECUTIVE BOARD

The Eagle Rock Homeowners Association, Inc.

Kathy Cerelli

By: Rod Frazier
Rodney Frazier, President

I hereby CERTIFY that this document is
recorded in the Recorder's Office of
Franklin County, Pennsylvania



Linda Miller
Linda Miller
Recorder of Deeds



COUNTY OF FRANKLIN
RECORDER OF DEEDS
Linda Miller, Recorder
Courthouse 157 Lincoln Way East
Chambersburg, PA 17201
Phone: (717) 261-3872

* RETURN DOCUMENT TO:
APPLE LEAF ABSTRACTING &
SETTLEMENT COMPANY

Instrument Number - 201417583
Recorded On 10/3/2014 At 1:01:01 PM

* Instrument Type - AMENDMENT
Invoice Number - 105980 User ID - DSS
* Grantor - S&A CUSTOM BUILT HOMES INC
* Grantee - EAGLE ROCK

* Total Pages - 4

* FEES

| | |
|------------------------|---------|
| STATE WRIT TAX | \$0.50 |
| COUNTY RECORDING FEE | \$35.00 |
| COUNTY IMPROVEMENT FEE | \$2.00 |
| ROD IMPROVEMENT FEE | \$3.00 |
| TOTAL PAID | \$40.50 |

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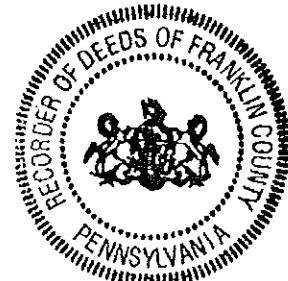
DO NOT DETACH

This page is now part
of this legal document.

Franklin County UPI Verification
UPI Verified On October 3, 2014 By BMS

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

Linda Miller
Linda Miller
Recorder of Deeds



* - Information denoted by an asterisk may change during
the verification process and may not be reflected on this page.

**Eagle Rock, a Pennsylvania
Flexible Planned Community Development
2nd Amendment of the Declaration of
Planned Community Development**

WHEREAS, by a Declaration of Planned Community Development dated April 5, 2005 and recorded April 8, 2005 in the Office of the Recorder of Deeds for Franklin County in Record Book 2737 at Page 280, **S & A Custom Built Homes, Inc., now known as S&A Homes, Inc.** (hereinafter "Declarant") caused to be created, and subject to Pennsylvania's Uniform Planned Community Act at 68 Pa.C.S.A. Section 5101 et seq. (hereinafter "Act"), a Flexible Planned Community Development known as **Eagle Rock**; and

WHEREAS, said Declaration was amended by a 1st Amendment dated March 26, 2007 and recorded April 4, 2007 in the Office of the Recorder of Deeds for Franklin County in Record Book 3436 at Page 474; and

WHEREAS, pursuant to the Act at Section 5206, amended by Act 37 (2013, July 2, P.L. 204, No. 37, § 1), the Declarant desires to extend the time limit to convert or withdraw Convertible/ Withdrawable Real Estate from seven (7) years to ten (10) years.

NOW THEREFORE, Declarant declares as follows:

- I. Article XIV, Section 14.1 of the Declaration is deleted in its entirety and replaced as follows:

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

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

II. Article XV, Section 15.1 of the Declaration is deleted in its entirety and replaced as follows:

Section 15.1 Reservation.

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

III. All other terms and conditions of the Declaration as recorded in Record Book 2737 at Page 280, as amended in Record Book 3436 at Page 474, are not modified by this 2nd Amendment and shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused this Amendment to be executed this 26 day of September, 2014.

WITNESS:

DECLARANT
S & A Custom Built Homes, Inc., n/k/a S&A
Homes, Inc.

Nancy J. Reese

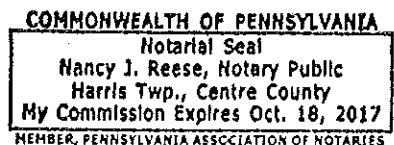
By: Richard L. Fortney
Richard L. Fortney, COO

Commonwealth of Pennsylvania }
County of Centre } ss

On the 26 day of September, in the year 2014, before me, the undersigned officer, personally appeared Richard L. Fortney, who acknowledged himself to be the COO of S & A Homes, Inc., and that as such COO, and being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Corporation by himself as Richard L. Fortney.

Nancy J. Reese
Notary Public

My Commission expires: October 18, 2017





COUNTY OF FRANKLIN
RECORDER OF DEEDS
Linda Miller, Recorder
Courthouse 157 Lincoln Way East
Chambersburg, PA 17201
Phone: (717) 261-3872

* RETURN DOCUMENT TO:
PATRONO & ASSOCIATES LLC

Instrument Number - 201522889
Recorded On 12/1/2015 At 9:03:53 AM

* Instrument Type - AMENDMENT
Invoice Number - 128815 User ID - JRH
* Grantor - S&A CUSTOM BUILT HOMES INC
* Grantee - S&A CUSTOM BUILT HOMES INC

* Total Pages - 9

* FEES

| | |
|------------------------|---------|
| STATE WRIT TAX | \$0.50 |
| COUNTY RECORDING FEE | \$43.00 |
| COUNTY IMPROVEMENT FEE | \$2.00 |
| ROD IMPROVEMENT FEE | \$3.00 |
| TOTAL PAID | \$48.50 |

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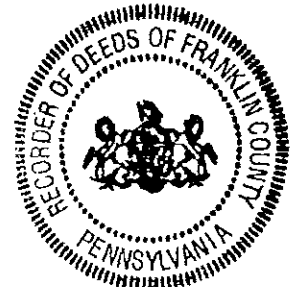
DO NOT DETACH

This page is now part
of this legal document.

Franklin County UPI Verification
UPI Verified On December 1, 2015 By TDS

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

Linda Miller
Linda Miller
Recorder of Deeds



* - Information denoted by an asterisk may change during
the verification process and may not be reflected on this page.

**Eagle Rock, a Pennsylvania
Flexible Planned Community Development
3rd Amendment of the Declaration of
Planned Community Development**

WHEREAS, by a Declaration of Planned Community Development dated April 5, 2005 and recorded April 8, 2005 in the Office of the Recorder of Deeds for Franklin County in Record Book 2737 at Page 280, **S & A Custom Built Homes, Inc.**, now known as **S&A Homes, Inc.** (hereinafter "Declarant") caused to be created, and subject to Pennsylvania's Uniform Planned Community Act at 68 Pa.C.S.A. Section 5101 et seq. (hereinafter "Act"), a Flexible Planned Community Development known as **Eagle Rock**; and

WHEREAS, said Declaration was amended by a 1st Amendment dated March 26, 2007 and recorded April 4, 2007 in the Office of the Recorder of Deeds for Franklin County in Record Book 3436 at Page 474; and

WHEREAS, said Declaration was further amended by a 2nd Amendment dated September 26, 2014 and recorded October 3, 2014 in the Office of the Recorder of Deeds for Franklin County as Instrument Number 201417583; and

WHEREAS, pursuant to Sections 5219(a)(3)(i), 5211(a), and 5212(a) of the Act, Declarant has the exclusive authority to amend the Declaration to convert or withdraw Convertible/ Withdrawable Real Estate from the Planned Community Development; and

WHEREAS, pursuant to Section 5219(a)(3)(i) and Article I, Section 1.4.2H, Article VII, Section 7.1, Article XV, Section 15.1 and Exhibit "C" of the Declaration, Declarant desires to convert all of the real estate designated in Exhibit "C" into the Planned Community, as set forth in a Preliminary Plan approved by Greene Township on or about September 16, 2004 and the Final Subdivision Plan for Phase 1 dated November 19, 2004 and recorded February 28, 2005 in Plan Book 288I at Page 977; and

WHEREAS, pursuant to Article I, Section 1.4.2H and Article VII, Section 7.1 of the Declaration, Declarant desires to amend the Plats and Plans to accommodate the conversion of forty six (46) single-family detached Units, and one (1) Non-Residential Lot intended to be conveyed to the Guilford Water Authority, located in the Convertible/ Withdrawable Real Estate; and

WHEREAS, pursuant to Article II, Sections 2.1, Declarant desires to amend Exhibit "E" as filed to the original Declaration to update the Percentage Interest, Votes and Common Expense Liabilities.

NOW THEREFORE, Declarant declares as follows:

- I. That the area of land as set forth in Exhibit "A" attached hereto, which was part of Exhibit "C" as filed to the Declaration, as amended, is converted and will hereinafter become a part of Eagle Rock, a Pennsylvania Flexible Planned Community.
- II. That the original Plats and Plans, filed as Exhibit "D" to the Declaration, is amended, and a new Plats and Plans, identified as the 1st Amendment to Declaration Plats and Plans attached hereto as Exhibit "D", is substituted in its place.
- III. That the original Exhibit "E" to the Declaration is amended to reflect the conversion of additional Convertible/ Withdrawable Real Estate, and the new listing of Units, their identifying numbers and their percentage interest, attached hereto as Exhibit "E", is substituted in its place.
- IV. All other terms and conditions of the Declaration as recorded in Record Book 2737 at Page 280, as amended in Record Books 3436 at Page 474 and Instrument Number 201417583, are not modified by this 3rd Amendment and shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused this 3rd Amendment to be executed this 21st day of October, 2015.

WITNESS:

DECLARANT
S & A HOMES, INC.:

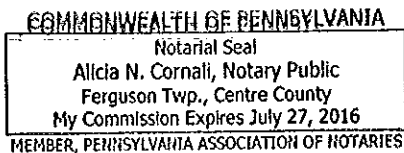
[Signature]

By: Richard L. Fortney
Richard L. Fortney COO

Commonwealth of Pennsylvania }
County of CENTRE } ss

On this the 21 day of OCTOBER, 2015, before me, the undersigned officer, personally appeared RICHARD L. FORTNEY, who acknowledged himself to be the COO of S & A Homes, Inc., and he as such COO, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Corporation by himself as COO.

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



Alicia N. Cornali
Notary Public
My Commission Expires: July 27, 2016

EXHIBIT "A"
REAL PROPERTY TO BE CONVERTED

All the following described parcel of land being designated as Phase 2 of the Eagle Rock Subdivision located on the north side of Black Gap Road (S.R. 0997) and being situate in Greene Township, Franklin County Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin to be set at the rear corner between Lot No. 43 of Phase 1 of the Eagle Rock Subdivision and Lot No. 42 of Phase 2 of the Eagle Rock Subdivision at lands now or formerly of Richard Brian Mohler and Robert C. Sedler; thence along lands now or formerly of Richard Brian Mohler and Robert C. Sedler N 10° 41' 46" W, a distance of 444.43 feet to an existing stone pile; thence along the same N 11° 20' 41" W, a distance of 47.75 feet to an existing iron pin; thence along lands now or formerly of Gerald K. Forrester N 11° 20' 41" W, a distance of 342.73 feet to an existing iron pin at stones; thence along lands now or formerly of Jason A. Mixell N 80° 48' 28" E, a distance of 185.16 feet to an existing iron pin; thence along lands now or formerly of Charles M. Farner N 80° 48' 28" E, a distance of 184.19 feet to an existing iron pin; thence along lands now or formerly of Charles M. Farner N 80° 48' 28" E, a distance of 184.56 feet to an existing iron pin; thence along lands now or formerly of Mary F. Carey N 80° 48' 28" E, a distance of 184.62 feet to an existing iron pin; thence along lands now or formerly of Donald B. Farner N 80° 48' 28" E, a distance of 183.99 feet to an existing iron pin at stones; thence along lands now or formerly of Leonard D. Robinson N 80° 48' 28" E, a distance of 168.08 feet to an existing iron pin at stones; thence along the same N 07° 35' 51" W, a distance of 393.13 feet to an existing iron pin at stones; thence along lands now or formerly of Harold F. Lehman N 81° 04' 07" E, a distance of 248.26 feet to an existing iron pin at stones; thence along lands now or formerly of Menno E. Landis N 80° 33' 49" E, a distance of 277.06 feet to an existing iron pin at stones; thence along the same N 80° 12' 48" E, a distance of 119.05 feet to an existing iron pin; thence along lands now or formerly of Richard G. Bender N 80° 12' 48" E, a distance of 99.27 feet to an existing stone pile; thence along the same N 19° 04' 00" E, a distance of 207.18 feet to an existing iron pin at stones; thence along lands now or formerly of Thomas E. Locke N 19° 04' 00" E, a distance of 262.86 feet to an existing iron pin at stones; thence along lands now or formerly of Robert E. Fickes N 18° 18' 56" E, a distance of 148.63 feet to an existing iron pin at stones; thence along lands now or formerly of Chester Black, Ronald Black and Gerald Black S 38° 45' 40" E, a distance of 950.01 feet to an existing iron pin at stones; thence along lands now or formerly of Kevin L. Spessard and lands now or formerly of Alvin L. Stockslager S 69° 03' 08" W, a distance of 979.60 feet to an existing iron pin at stones; thence along lands now or formerly of Alvin L. Stockslager S 11° 29' 59" E, a distance of 291.38 feet to a set iron pin; thence along lands now or formerly of Leroy S. Rotz S 80° 32' 32" W, a distance of 591.90 feet to an existing stone pile; thence along the same S 79° 01' 13" W, a distance of 233.95 feet to an existing stump at stones; thence along the same S 09° 54' 11" E, a distance of 269.00 feet to an existing stone pile; thence along lands now or formerly of David C. Kohler S 09° 54' 11" E, a distance of 273.32 feet to an existing stone pile; thence along the same N 82° 17' 48" E, a distance of 113.00 feet to an existing iron pin at stones; thence along lands now or formerly of Robert C. Sedler S 38° 30' 34" W, a distance of 464.88 to an iron pin to be set; thence along Lot No. 11 of Phase 1 of the Eagle Rock Subdivision N 52° 22' 42" W a distance of 164.28 feet to an iron pin to be set; thence along Featherdale Circle N 37° 37' 18" E, a distance of 23.69 feet to a

point: thence crossing Featherdale Circle N 52° 22' 42" W, a distance of 50.00 feet to an iron pin to be set; thence along Lot No. 48 of Phase 1 of the Eagle Rock Subdivision N 52° 22' 42" W, a distance of 150.18 feet to an iron pin to be set; thence along Lot No. 64 of Phase 1 of the Eagle Rock Subdivision N 81° 54' 13" W, a distance of 178.14 feet to an iron pin to be set; thence along Featherdale Circle by a curve to the left having a radius of 425.00 feet, an arc length of 73.83 feet and a chord bearing and distance of N 03° 07' 11" E, 73.74 feet to a point; thence crossing Featherdale Circle S 88° 08' 35" W, a distance of 50.00 feet to an iron pin to be set; thence along Lot No. 43 of Phase 1 of the Eagle Rock Subdivision S 79° 18' 14" W, a distance of 145.55 to an iron pin to be set, being the point of **BEGINNING**.
Containing a total area of 42.91769 Acres.

EXHIBIT "E"

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

For The Eagle Rock Homeowners Association, Inc.
Pursuant to Section 2.1 of this Declaration

Non-Residential Unit #

70

71

72

Units in the Association

| <u>Unit #</u> | <u>Percentage Interest</u> | <u>Voting Interest</u> |
|---------------|----------------------------|------------------------|
| 1 | 1.44% | 1 |
| 2 | 1.44% | 1 |
| 3 | 1.44% | 1 |
| 4 | 1.44% | 1 |
| 5 | 1.44% | 1 |
| 6 | 1.44% | 1 |
| 7 | 1.44% | 1 |
| 8 | 1.44% | 1 |
| 9 | 1.44% | 1 |
| 10 | 1.44% | 1 |
| 11 | 1.44% | 1 |
| 12 | 1.44% | 1 |
| 13 | 1.44% | 1 |
| 14 | 1.44% | 1 |
| 15 | 1.44% | 1 |
| 16 | 1.44% | 1 |
| 17 | 1.44% | 1 |
| 18 | 1.44% | 1 |
| 19 | 1.44% | 1 |
| 20 | 1.44% | 1 |
| 21 | 1.44% | 1 |
| 22 | 1.44% | 1 |
| 23 | 1.44% | 1 |
| 24 | 1.44% | 1 |
| 25 | 1.44% | 1 |
| 26 | 1.44% | 1 |
| 27 | 1.44% | 1 |
| 28 | 1.44% | 1 |
| 29 | 1.44% | 1 |
| 30 | 1.44% | 1 |

| | | |
|----|-------|---|
| 31 | 1.44% | 1 |
| 32 | 1.44% | 1 |
| 33 | 1.44% | 1 |
| 34 | 1.44% | 1 |
| 35 | 1.44% | 1 |
| 36 | 1.44% | 1 |
| 37 | 1.44% | 1 |
| 38 | 1.44% | 1 |
| 39 | 1.44% | 1 |
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| 58 | 1.44% | 1 |
| 59 | 1.44% | 1 |
| 60 | 1.44% | 1 |
| 61 | 1.44% | 1 |
| 62 | 1.44% | 1 |
| 63 | 1.44% | 1 |
| 64 | 1.44% | 1 |
| 65 | 1.44% | 1 |
| 66 | 1.44% | 1 |
| 67 | 1.44% | 1 |
| 68 | 1.44% | 1 |
| 69 | 1.44% | 1 |

Total Units
69

Total Percentage Interest
100.00%

Total Votes
69



BY-LAWS
OF
THE EAGLE ROCK HOMEOWNERS ASSOCIATION, INC.

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



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BY-LAWS OF
THE EAGLE ROCK HOMEOWNERS ASSOCIATION, INC.

ARTICLE I
INTRODUCTORY PROVISIONS

- Section 1.1 Applicability. These By-Laws provide for the governance of the incorporated non-profit association pursuant to the requirements of Section 5306 of the Act with respect to the Planned Community created by the recording of the Declaration among the land records of the Recorder of Deeds in and for Franklin County, Pennsylvania.
- Section 1.2 Definitions. Capitalized terms used herein without definition shall have the meanings specified for such terms in the Declaration to which these By-Laws pertain, or if not defined therein, the meanings specified or used for such terms in the Act.
- Section 1.3 Compliance. Pursuant to the provisions of the Act, every Unit Owner and all persons entitled to occupy a Unit shall comply with these By-Laws.
- Section 1.4 Office. The office of the Planned Community, the Association and the Executive Board shall be located at the Property or at such other place as may be designated from time to time by the Executive Board.
- Section 1.5 Incorporation of Statutory Law. The Planned Community shall be an incorporated non-profit association pursuant to the laws of the Commonwealth of Pennsylvania. The Board of Directors described therein shall be referred herein and in the Declaration as the Executive Board.

ARTICLE II
THE PLANNED COMMUNITY

- Section 2.1 Composition. A homeowners association is hereby organized on the date hereof as an incorporated non-profit association, and shall be known as The Eagle Rock Homeowners Association, Inc. (hereinafter "Association"). The Association shall consist of all of the Unit Owners acting as a group in accordance with the Act, the Declaration and these By-Laws. The Association shall have the responsibility of administering the Planned Community, establishing the means and methods of collecting assessments and charges, arranging for the management of the Planned Community and performing all of the other acts that may be required or permitted to be performed by the Association pursuant to the Act and the Declaration. The foregoing responsibilities shall be performed by the Executive Board as more particularly set forth in these By-Laws.
- Section 2.2 Annual Meetings. The annual meetings of the Association shall be held on the first Thursday of October of each year or such other date as the Board may decide. If such dates shall occur on a holiday, then the meetings shall be held on the succeeding Thursday, or such alternate date as the Executive Board shall decide. At such annual meetings, the Executive Board shall be elected by ballot of the Unit Owners in accordance with the requirements of Section 3.3 of these By-Laws and such other business as may properly come before the meeting may be transacted.
- Section 2.3 Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Unit Owners as may be designated by the Executive Board.

Section 2.4 Special Meetings.

2.4.1 The President shall call a special meeting of the Association if so directed by resolution of the Executive Board or upon a petition signed and presented to the Secretary by Unit Owners entitled to cast at least twenty-five (25%) percent of the votes in the Association. The notice of any special meeting shall state the time, place and purpose thereof. Such meeting shall be held within forty-five (45) days after receipt by the President of such resolution or petition; provided, however, if the purpose includes the consideration of the rejection of a budget or capital expenditure pursuant to Section 5.8 below, such meeting shall be held within fifteen (15) days after receipt by the President of such resolution or petition. No business shall be transacted at a special meeting except as stated in the notice.

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

2.4.3 Not later than the termination of any period of Declarant control, the Unit Owners shall elect an Executive Board of at least five (5) members, at least a majority of whom shall be Unit Owners. Such successor members shall serve until the annual meeting of the Association following the meeting at which they were elected.

2.4.4 Notwithstanding the foregoing, if any meeting required pursuant to Sections 2.4.2 and 2.4.3 above could be held on the date an annual meeting of the Association is scheduled, than such meetings shall be held concurrently with such annual meeting.

Section 2.5 Notice of Meetings. The Secretary shall give to each Unit Owner a notice of each annual or regularly-scheduled meeting of the Association at least ten (10) but not more than sixty (60) days and of each special meeting of the Unit Owners at least ten (10) but not more than forty-five (45) days, prior to such meeting, stating the time, place and purpose thereof, including without limitation, any proposed budget or assessment change, the general nature of any proposed amendment to these By-Laws or Declaration and any proposal to remove an Executive Board member or officer. The giving of a notice of meeting in the manner provided in this Section and Section 8.1 of these By-Laws shall be considered service of notice.

Section 2.6 Adjournment of Meetings. If at any meeting of the Association a quorum is not present, Unit Owners entitled to cast a majority of the votes represented at such meeting may adjourn the meeting to a time not less than forty-eight (48) hours after the time lot which the original meeting was called.

Section 2.7 Voting. Voting at all meetings of the Association shall be on per Unit basis with each Unit Owner holding one vote per Unit owned. If the Owner of a Unit is a joint venture, partnership or association, the natural person who shall be entitled to cast the vote for such Units shall be the

natural person named in a certificate executed by such entity pursuant to its governing documents. If the Owner of a Unit is a trust, the trustee or trustees shall be deemed to be the owners for voting purposes. Where the ownership of a Unit is in more than one person, the person who shall be entitled to cast the vote of such Unit shall be the natural person named in a certificate executed by all of the owners of such Unit and filed with the Secretary or, in the absence of such named person from the meeting, the natural person who shall be entitled to cast the vote of such Unit shall be the natural person owning such Unit who is present. If more than one of the multiple owners is present, then such votes shall be cast only in accordance with their unanimous agreement pursuant to Section 5310(a) of the Act. There shall be deemed to be agreement if any one of the multiple owners casts the votes allocated to that Unit without protest being made promptly to the person presiding over the meeting by any of the Owners of the Unit. Such certificates shall be called until revoked by a subsequent certificate similarly executed. Subject to the requirements of the Act, wherever the approval or disapproval of a Unit Owner is required by the Act, the Declaration or these By-Laws, such approval or disapproval shall be made only by the natural person who would be entitled to cast the vote for such Unit at any meeting of the Association. Except with respect to election of members of the Executive Board and except where a greater number is required by the Act, the Declaration or these By-Laws, the owners of more than fifty (50%) percent of the aggregate Percentage Interests in the Planned Community voting in person or by proxy at one time at a duly convened meeting at which a quorum is present is required to adopt decisions at any meeting of an Association. Any specified percentage of the Unit Owners means the Unit Owners owning such Percentage Interests in the aggregate. In all elections for Executive Board members, each Unit Owner shall be entitled to cast for each vacancy to be filled at such election the number of votes allocated to the Unit or Units owned by such Unit Owner as provided in the Declaration. Those candidates for election receiving the greatest number of votes cast to unequal terms, the candidates receiving the highest number of votes shall be elected to the longest terms. Except as set forth in Section 2.4.2, if the Declarant owns or holds title to one or more Units, the Declarant shall have the right at any meeting of the Association to cast the votes to which such Unit or Units are entitled. No votes allocated to a Unit owned by the Association may be cast. There shall be no cumulative or class voting.

Section 2.8 Proxies. A vote may be cast in person or by proxy. If a Unit is owned by more than one person, each Owner of the Unit may vote or register protest to the casting of votes by the other Owners of the Unit through a duly executed proxy. Such proxy may be granted by any Unit Owner in favor of another Unit Owner, a holder of a mortgage on a Unit or the Declarant. Proxies shall be duly executed in writing, shall be valid only for the particular meeting designated therein and must be filed with the Secretary before the appointed time of the meeting. Such proxy shall be deemed revoked only upon actual receipt of the person presiding over the meeting of written notice of revocation from the grantors of the proxy. No proxy shall be valid for a period in excess of one year after the execution thereof. A proxy is void if it is not dated or purports to be revocable without notice.

Section 2.9 Quorum. Except as set forth below, the presence in person or by a proxy of Unit Owners of twenty (20%) percent or more of the aggregate Percentage Interests at the commencement of all meetings shall constitute a quorum at all meetings of the Unit Owners Association. If a meeting is adjourned pursuant to Section 2.6 above, the quorum at such second meeting shall be deemed present throughout any meeting of the Association if persons entitled to cast ten (10%) percent of the votes which

may be cast for the election of the Executive Board are present in person or by proxy at the beginning of the meeting.

Section 2.10 Conduct of Meetings. The President (or in the President's absence, one of the Vice Presidents) shall preside over all meetings of the Association and the Secretary, or such other person as the President may designate to perform the role of the Secretary in the temporary absence of the Secretary, shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting as well as a record of all transactions occurring thereat. The President may appoint a person to serve as parliamentarian at any meeting of the Association. The then current edition of Robert's Rules of Order shall govern the conduct of all meetings of the Association when not in conflict with the Declaration, these By-Laws or the Act. All votes shall be tallied by tellers appointed by the President.

ARTICLE III **EXECUTIVE BOARD**

Section 3.1 Number and Qualification. The affairs of the Association shall be governed by an Executive Board (hereinafter referred to as the "Board"). The Board shall be composed of five (5) natural persons, all of whom shall be Unit Owners or designees of the Declarant pursuant to Section 2.4.

Section 3.2 Delegation of Powers; Managing Agent. The Board may employ for the Planned Community a Managing Agent at the compensation established by the Board. The Managing Agent shall perform such duties and services as the Board shall authorize, including but not limited to, all of the duties listed in the Act, the Declaration and these By-Laws; provided, however, where a Managing Agent does not have the power to act under the Act, the Declaration or these By-Laws, such duties shall be performed as advisory to the Board. The Board may delegate to the Managing Agent all of the powers granted to the Board by the Act, the Declaration and these By-Laws as well as the following other powers:

3.2.1 To adopt the annual budget and any amendment thereto or to assess any Common Expenses;

3.2.2 To adopt, repeal or amend the Rules and Regulations;

3.2.3 To designate signatories on the Association bank accounts;

3.2.4 To borrow money on behalf of the Association;

3.2.5 To acquire and mortgage Units;

3.2.6 To designate Reserved Common Elements; and

3.2.7 To allocate Limited Common Elements.

Any contract with the Managing Agent must provide that it may be terminated with cause on no more than thirty (30) days written notice and without cause on no more than ninety (90) days written notice. The term of any such contract may not exceed one year.

Section 3.3 Election and Term of Office.

3.3.1 At the annual meeting of the Association, the election of members of the Board shall be held. The term of office of any Board member to be elected (except as set forth in Sections 2.4.2, 2.4.3 and 3.5 hereof) shall be fixed at three (3) years. The members of the Board shall hold office until the earlier to occur of: 1) the

election of their respective successors; or 2) their death, adjudication of competency, removal or resignation. Any Board member may serve an unlimited number of terms and may succeed himself.

3.3.2 Persons qualified to be members of the Board may be nominated for election only as follows:

- A. Any Unit Owner may submit to the Secretary at least thirty (30) days before the meeting at which the election is to be held, a nominating petition signed by the Unit Owners owning at least ten (10) Units in the aggregate, together with a statement that the person nominated is willing to serve on the Board and a biographical sketch of the nominee. The Secretary shall mail or hand deliver the submitted items to every Unit Owner along with the notice of such meeting; and
- B. Nominations may be submitted from the Floor at a meeting at which the election is held for each vacancy on the Board for which no more than one person has been nominated by petition.

Section 3.4 Removal or Resignation of Members of the Executive Board. Except with respect to members designated by the Declarant, at any regular or special meeting of the Association duly called, any one or more of the members of the Board may be removed with or without cause by Unit Owners entitled to cast a majority of all votes in the Association and a successor may then and there be elected to fill the vacancy thus created. Any Unit Owner proposing removal of a Board member shall give notice thereof to the Secretary. Any member whose removal has been proposed by a Unit Owner shall be given at least ten (10) days notice by the Secretary of the time, place and purpose of the meeting that shall be given an opportunity to be heard at the meeting. A member of the Board may resign at any time and shall be deemed to have resigned upon transfer of title of his Unit. The Declarant shall have the right to remove and replace any or all members appointed by the Declarant in accordance with the Act.

Section 3.5 Vacancies. Except as set forth in Section 3.4 above with respect to members appointed by the Declarant, vacancies in the Board caused by any reason other than the removal of a member by vote of Unit Owners shall be filled by a vote of majority of the remaining members at a special meeting of the Board held for such purpose promptly after the occurrence of any such vacancy, even though the members present at such meeting may constitute less than a quorum. Each person so elected shall be a member of the Board for the remainder of term of the member being replaced and until a successor shall be elected at the next annual meeting of the Association at which such seat is to be filled upon expiration of the term of his predecessor. In case of multiple vacancies, the member receiving the greatest number of votes shall be elected for the longest term.

Section 3.6 Organization Meeting. The first meeting of the Board following each annual meeting of the Association shall be held within ten (10) days thereafter at such time and place as shall be fixed by the President (even if he is the outgoing President) at the meeting at which such Board shall have been elected and no notice shall be necessary to the newly elected members of the Board in order legally to constitute such meeting if a majority of the Board members shall be present at such meeting.

Section 3.7 Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of

the members, but such meetings shall be held at least every four (4) months during each fiscal year. Notice of regular meetings of the Board shall be given to each member, by mail or telecopy, at least three (3) business days prior to the day named for such meeting.

- Section 3.8 Special Meetings. Special meetings of the Board may be called by the President on at least three (3) business days notice to each member, given by mail or telecopy, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board shall be called by the President or Secretary in like manner and on like notice of the written request of at least two (2) members of the Board.
- Section 3.9 Waiver of Notice. Any member may at any time, in writing, waive notice of any meeting of the Board and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member at any meeting of the Board shall constitute a waiver of notice by him of the time, place and purpose of such meeting. If all members are present at any meeting of the Board, no notice shall be required and any business may be transacted at the meeting.
- Section 3.10 Quorum of the Executive Board. A quorum is deemed present throughout any meeting of the Board if persons entitled to cast fifty (50%) percent of the votes on the Board are present at the beginning of the meeting. The votes of a majority of the members present at a meeting at which a quorum is present shall constitute the decision of the Board. If at any meeting of the Board there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time. Any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called, may be transacted without further notice. One or more members of the Board may participate in and be counted for quorum purposes at any meeting by means of conference telephone or similar communication equipment by means of which all persons participating in the meeting can hear each other.
- Section 3.11 Compensation. No member of the Board shall receive any compensation from the Association for acting as such, but may be reimbursed for any expenses incurred in the performance of his duties.
- Section 3.12 Conduct of Meetings. The President shall preside over all meetings of the Board and the Secretary, or such other person as the President may designate to perform the role of the Secretary in the temporary absence of the Secretary, shall keep a minute book of the Board meetings, recording therein all resolutions adopted by the Board and a record of all transactions and proceedings occurring at such meetings. The then current edition of Robert's Rules of Order shall govern the conduct of the meeting of the Board if and to the extent not in conflict with the Declaration, these By-Laws or the Act.
- Section 3.13 Action Without Meetings. Any action by the Board required or permitted to be taken at any meeting may be taken without a meeting if all of the members of the Board shall individually or collectively consent in writing to such action. Any written consent shall be filed with the minutes of the proceedings of the Board.
- Section 3.14 Validity of Contracts with Interested Executive Board Members. No contract or other transaction between the Association and one or more of its Board members or between the Association and any corporation, firm or association in which one or more of the Board members are directors or officers or are financially interested, shall be void or voidable because such Board member or members are present at any meeting of the Board which authorized or approved the contract or transaction or because his or

their votes are counted, if the circumstances specified in either of the following subparagraphs exists:

3.14.1 The fact that a Board member is also such, a director or officer or has such financial interest is disclosed or known to the Board and is noted in the minutes thereof and the Board authorizes, approves or ratifies the contract or transaction in good faith by a vote sufficient for the purpose without counting the vote or votes of such Board member or members; or

3.14.2 The contract or transaction is made in good faith and is not unconscionable to the Association at the time it is authorized, approved or ratified.

Section 3.15 Inclusion of Interested Board Members in the Quorum. Any Board member holding such director or officer position or having such financial interest in another corporation, firm or association may be counted in determining the presence of a quorum at a meeting of the Board or a committee thereof which authorizes, approves or ratifies a contract or transaction of the type described in Section 3.14 hereof.

ARTICLE IV **OFFICERS**

Section 4.1 Designation. The principal officers of the Association shall be the President, Vice President, the Secretary and the Treasurer, all of whom shall be elected by the Board. The Board may appoint an assistant treasurer, an assistant secretary and such other officers as in its judgment may be necessary. The President and Vice President shall be members of the Board. Any other officers may, but not need to, be Unit Owners or members of the board. An officer other than the President may hold more than one office.

Section 4.2 Election of Officers. The officers of the Association shall be elected annually by the Board at the organization meeting of each new Board and shall hold office at the pleasure of the Board.

Section 4.3 Removal of Officers. Upon the affirmative vote of a majority of all members of the Board, any officer may be removed, either with or without cause, and a successor may be elected at any meeting of the Board called for such purpose.

Section 4.4 President. The President shall be the chief executive officer of the Association, preside at all meetings of the Association and of the Board and have all of the general powers and duties which are incident to the office of President of an Association organized under the laws of Pennsylvania including without limitation the power to appoint committees from among the Unit Owners from time to time, as the President may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association. The President shall cease holding such office at such time as the President ceases to be a member of the Board.

Section 4.5 Vice President. The Vice President shall take the place of the President and perform the duties of the President whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board shall appoint some other member of the Board to act in the place of the President, on an interim basis. The Vice President shall also perform such other duties as shall from time to time be delegated or assigned to the Vice President by the Board or by the President. The Vice President shall cease holding such office at such time as the Vice President ceases to be a member of the Board.

- Section 4.6 Secretary. The Secretary, or such other person as the President may designate to perform the role of the Secretary in the temporary absence of the Secretary, shall keep the minutes of all meetings of the Association and of the Board, have charge of such books and papers as the Board may direct, maintain a register setting forth the place to which all notices to Unit Owners and holders of mortgages on any Units hereunder shall be delivered and, in general, perform all the duties incident to the office of secretary of an unincorporated association or corporation organized under the laws of Pennsylvania. The Secretary shall, upon request, provide any person or cause to be provided to any person entitled thereto, a written statement or certification of the information required to be provided by the Association pursuant to Sections 5315(h), 5407(a) and 5407(b) of the Act, and Sections 5.6 and 5.11 below.
- Section 4.7 Treasurer. The Treasurer shall have the responsibility for the safekeeping of the Association funds and securities, be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements and for all preparation of all required financial data and be responsible for the deposit of all monies in the name of the Board, the Association or the Managing Agent, in such depositories as may from time to time be designated by the Board and, in general, perform all the duties incident to the office of Treasurer of an Association organized under the laws of Pennsylvania.
- Section 4.8 Execution of Documents. All agreements, contracts, deeds, leases, checks and other instruments of the Association for expenditures or obligations in excess of \$5,000.00 shall be executed by any two (2) officers of the Association. All such instruments for expenditures or obligations of \$5,000.00 or less may be executed by any one officer of the Association.
- Section 4.9 Compensation of Officers. No officer who is also a member of the Board shall receive any compensation from the Association for acting as such officer, but may be reimbursed for any out-of-pocket expenses incurred in performing such officer's duties; provided, however, the Secretary and Treasurer may be compensated for their services if the Board determines such compensation to be appropriate.

ARTICLE V
COMMON EXPENSES; BUDGETS

- Section 5.1 Fiscal Year. The fiscal year of the Association shall be the calendar year unless otherwise determined by the Board; provided, however, that the first fiscal year shall begin upon the recordation of the Declaration.
- Section 5.2 Preparation and Approval of Budget.
- 5.2.1 On or before the first day of November of each year (or sixty (60) days before the beginning of the fiscal year if the fiscal year is other than the calendar year), the Board shall adopt an annual budget for the Association containing an estimate of the total amount considered necessary to pay the cost of maintenance, management, operation, repair and replacement of the Common Elements and those parts of the Units as to which it is the responsibility of the Association to maintain, repair and replace and the cost of wages, materials, insurance premiums, services, supplies and other expenses that may be declared to be Common Expenses by the Act, the Declaration, these By-Laws or a resolution of the Association and which will be required during the ensuing fiscal year for the administration, operation, maintenance and repair of the Property and the rendering to the Unit Owners of all related services. Such budget shall also include such reasonable

amounts as the Board considers necessary to provide working capital, a general operating reserve and reserves for contingencies and replacements. The budget shall segregate General Common Expenses and Limited Common Expenses.

- 5.2.2 The annual budget shall also set the Initial Capitalization Fee for subsequent purchasers of Units within the Planned Community for the new fiscal year. Said fee shall be used for the capital expenses and improvements in starting and maintaining the Association.
- 5.2.3 On or before the next succeeding 5th day of November (or fifty-five (55) days before the beginning of the fiscal year if the fiscal year is other than the calendar year), the Board shall make the budget available for inspection at the Association office and shall send to each Unit Owner a copy of the budget in a reasonably itemized form that sets forth the amount of the Common Expenses. Such budget shall constitute the basis for determining each Unit Owner's assessments for General Common Expenses and Limited Common Expenses for the Association and shall automatically take effect at the beginning of the fiscal year for which it is adopted, subject to Section 5.8 below.
- 5.2.4 The Board shall make reasonable efforts to meet the deadlines set forth above, but compliance with such deadlines shall not be a condition precedent to the effectiveness of any budget.

Section 5.3 Assessment and Payment of Common Expenses. The Board shall calculate the yearly assessments for General Common Expenses, as defined in the Declaration, against each Unit by:

- A. Multiplying the total amount of the estimated funds required for the operation of the Property set forth in the budget adopted by the Board for the fiscal year in question, after deducting any Limited Common Expenses and income expected to be received from sources other than Common Expense assessments and the operation of the Limited or Reserved Common Elements to which the Limited Common Expenses pertain, by
- B. The Percentage Interest (expressed in decimal form) allocated to such Unit.

- 5.3.1 Such assessments shall be deemed to have been adopted and assessed annually on a calendar year basis and shall be due and payable annually. The first annual payment shall be due and payable to the Association no later than January 31st of each year and shall be a lien against each Unit Owner's Unit as provided in the Act and Declaration. Within ninety (90) days after the end of each fiscal year, the Board shall prepare and deliver to each Unit Owner and to each record holder of a mortgage on a Unit, who has registered an address with the Secretary, an itemized accounting of the Common Expenses and the funds received during such fiscal year less expenditures actually incurred and sums paid unto reserves. Any net shortage with regard to General Common Expenses, after application of such reserves as the Board may determine, shall be assessed promptly against the Unit Owners in accordance with their Percentage Interests and shall be payable in one or more monthly assessments, as the Board may determine.

Assessments for the first year shall be prorated from the date of settlement, utilizing the annual budget assessment schedule for the current year, which shall be established by the Board and used in the computation of the first year assessment amount due.

- 5.3.2 Reserves. The Board shall build up and maintain reasonable reserves for working capital, operations, contingencies and replacements. Extraordinary expenditures not originally included in the annual budget, which may become necessary during the fiscal year, may be charged first against such reserves. If the reserves are deemed to be inadequate for any reason, including non-payment of any Unit Owner's assessments, the Board may at any time levy further assessments for General Common Expenses and/or Limited Common Expenses which shall be assessed against the Unit Owners either according to their respective Percentage Interests with regard to General Common Expenses or in accordance with allocable shares of Limited Common Expenses with regard to Limited Expenses (whichever is appropriate) and shall be payable in one or more monthly assessments as the Board may determine.
- Section 5.4 Further Assessments. The Board shall serve notice on all Unit Owners of any further assessments pursuant to Sections 5.3, 5.3.1 and 5.3.2, or otherwise as permitted or required by the Act, the Declaration and these By-Laws by a statement in writing giving the amount and reasons therefore and such further assessments shall, unless otherwise specified in the notice, become effective with the next annual assessment which is due more than ten (10) days after the delivery of such notice of further assessments. All Unit Owners so assessed shall be obligated to pay the amount of such assessments. Such assessments shall be a lien as of the effective date as set forth in the preceding Sections 5.3, 5.3.1 and 5.3.2.
- Section 5.5 Initial Budget. At or prior to the time assessment of Common Expenses commences, the Board shall adopt the budget, as described in this Article, for a period commencing on the date the Board determines that assessments shall begin and ending on the last day of the fiscal year during which such commencement date occurs. Assessments shall be levied and become a lien against the Unit Owners during such period as is provided in Section 5.3 above.
- Section 5.6 Delivery of Approved Budget and Notice of Capital Expenditure; Effect of Failure to Prepare or Adopt a Budget. The Board shall deliver to all Unit Owners copies of each budget approved by the Board and notice of any capital expenditure approved by the Board promptly after each such approval. The failure or delay of the Board to prepare or adopt a budget for any fiscal year shall not constitute a waiver or release in any manner of a Unit Owner's obligation to pay such Unit Owner's allocable share of the Common Expenses as herein provided whenever the same shall be determined, and, in the absence of any annual budget or adjusted budget, each Unit Owner shall continue to pay each assessment at the rate established for the previous fiscal year until the new annual or adjusted budget shall have been adopted.
- Section 5.7 Accounts; Audits. All sums collected by the Board with respect to assessments against the Unit Owners or from any other source may be commingled into a single fund. All books and records of the Association shall be kept in accordance with good and accepted accounting practices and may be audited by an independent accountant retained by the Board, at such time as the Board decides.
- Section 5.8 Rejection of Budget; Limitations on Expenditures and Borrowing. Anything herein to the contrary notwithstanding, the Association, by majority vote of all votes in the Association, may reject any budget or capital expenditure approved by the Board, within thirty (30) days after approval by the Board. The power of the Board to expend funds, incur expenses or borrow money on behalf of the Association is subject to the

requirement that the consent of Unit Owners entitled to cast at least two-thirds ($\frac{2}{3}$) of the votes in the Association obtained at a meeting duly called and held for such purpose in accordance with the provisions of these By-Laws, shall be required to

- A. Expend or incur expenses that it is reasonably anticipated will cause aggregate amounts of all expenses in the budget (including reserves) to be exceeded by more than five (5%) percent of such aggregate amount after taking into account any projected increases in income; and
- B. To borrow money so that loans of the Association then outstanding would exceed five (5%) percent of such aggregate amount.

Section 5.9 Payment of Common Expenses. Each Unit Owner shall pay the Common Expenses and Controlled Facility Expenses (hereinafter Common Expenses) assessed by the Board pursuant to the provisions of this Article. No Unit Owner may exempt himself from the liability for his contribution toward Common Expenses by waiver of the use or enjoyment of any Common Elements or by abandonment of his Unit. No Unit Owner shall be liable for the payment of any part of the Common Expenses assessed against his Unit subsequent to the date of recordation of a conveyance by him in fee of such Unit. The purchaser of a Unit shall be jointly and severally liable with the selling Unit Owner for all unpaid assessments against the latter for his proportionate share of the Common Expenses up to the time of such recordation, without prejudice for the purchaser's right to recover from the selling Unit Owner amounts paid by the purchaser therefore; provided, however, that any such purchaser shall be entitled to a statement setting forth the amount of the unpaid assessments against the selling Unit Owner within five (5) days following a written request thereof to the Board or Managing Agent and such purchaser shall not be liable for, nor shall the Unit conveyed be subject to a lien for, any unpaid assessments with respect to the time period covered by such statement, in excess of the amount therein set forth; and, provided further that, subject to Section 5315 of the Act, each record holder of a mortgage on a Unit who comes into possession of a Unit by virtue of foreclosure or by deed or assignment in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the Unit free of any claims for unpaid assessments or charges against such unit which accrue prior to the time such holder comes into possession thereof, except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all Units including the mortgaged Unit.

Section 5.10 Collection of Assessments. The Board or the Managing Agent, at the request of the Board, shall take prompt action to collect any assessments for Common Expenses due from any Unit Owner which remain unpaid for more than thirty (30) days from the due date for payment thereof. Any assessment not paid within ten (10) days after its due date shall accrue a late fee of fifteen percent (15%) of the total fee annually, on the delinquency, and a penalty of Five Dollars (\$5.00) per day will be assessed. In addition, attorney's fees equal to fifteen percent (15%) of the total due and payable shall be assessed. As provided in the Act and Declaration, the Association shall have a lien on unpaid assessments and have the right to accelerate any Common Expense Assessments.

Section 5.11 Statement of Unpaid Assessments. The Board shall promptly provide any Unit Owner, contract purchaser or proposed mortgagee so requesting the same in writing, with a written statement of all unpaid assessments for Common Expenses due from such Unit Owner. The Board may impose a reasonable charge for the preparation of such statement to cover the cost of its preparation, to the extent permitted by the Act.

ARTICLE VI
COMPLIANCE AND DEFAULT

Section 6.1 Relief.

Each Unit Owner shall be governed by, and shall comply with, all of the terms of the Declaration, these By-Laws, the Rules and Regulations and the Act, as any of the same may be amended from time to time. In addition to the remedies provided in the Act and the Declaration, a default by a Unit Owner shall entitle the Association, acting through its Board or through the Managing Agent, to the following relief:

- 6.1.1 Additional Liability. Each Unit Owner shall be liable for the expense of all maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or the act, neglect or carelessness of his tenants, guests, invitees or licensees, but only to the extent that such expense is not covered by the proceeds of insurance carried by the Board. Such liability shall include any increase in casualty insurance premiums occasioned by improper use, misuse, occupancy or abandonment of any Units or its appurtenances. Nothing contained herein, however, shall be construed as modifying any waiver by any insurance company of its rights of subrogation.
- 6.1.2 Costs and Attorneys Fees. In any proceeding arising out of any alleged default by a Unit Owner, the prevailing party shall be entitled to recover the costs of such proceeding and such reasonable attorneys fees as may be determined by the court.
- 6.1.3 No Waiver of Rights. The failure of the Association, the Board or of a Unit Owner to enforce any right, provision, covenant or condition which may be granted by the Declaration, these By-Laws, the Rules and Regulations or the Act shall not constitute a waiver of the right of the Association, the Board or the Unit Owner to enforce such right, provision, covenant or condition in the future. All rights, remedies and privileges granted to the Association, the Board or any Unit Owner pursuant to any term, provision, covenant or condition of the Declaration, these By-Laws, the Rules and Regulations or the Act shall be deemed to be cumulative and the exercise of any one or more thereof shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other privileges as may be granted to such party by the Declaration, these By-Laws, the Rules and Regulations or the Act or at law or in equity.
- 6.1.4 Abating and Enjoining Violation of Unit Owners. The violation of any Rules and Regulations adopted by the Board, the breach of any By-Law contained herein, or the breach of any provision of the Declaration or the Act shall give the Board the right, in addition to any other rights:
- A. To enter the Unit in which, or as to which, such violation or breach exists and summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof and the Board shall not thereby be deemed guilty in any manner of trespass; or
 - B. To enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach; or

- C. To fine the Unit Owner for any amount stated in the Declaration or Rules and Regulations as adopted by the Executive Board.

ARTICLE VII **AMENDMENTS**

- Section 7.1 Amendments to By-Laws. These By-Laws may be modified or amended only by vote of Unit Owners entitled to cast a majority of the votes in the Association, except as otherwise expressly set forth herein or in the Declaration or in the Act; provided, however, that until the date on which Declarant-appointed Board members voluntarily resign or are required to resign pursuant to Article XII of the Declaration, Section 2.4 and Section 3.1 of the By-Laws and this Section may not be amended without the consent in writing of the Declarant. Additionally, if any amendment is necessary in the judgment of the Board to cure any ambiguity or to correct or supplement any provision of these By-Laws that is defective, missing or inconsistent with any other provision hereof or with the Act or the Declaration or if such amendment is necessary to conform to the requirements of the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation with respect to Planned Community projects, then at any time and from time to time the Board may effect an appropriate corrective amendment without the approval of the Unit Owners or the holders of any liens on all or any part of the Property, upon receipt by the Board of an opinion from independent legal counsel to the effect that the proposed amendment is permitted by the terms of this sentence.
- Section 7.2 Approval of Mortgages. These By-Laws contain provisions concerning various rights and interests of record holders of mortgages on Units. Such provisions of these By-Laws are to be construed as covenants for the protection of such holders on which they may rely in making loans secured by such mortgages. Accordingly, no amendment or modification of these By-Laws impairing or affecting such rights, priorities, remedies or interests of such a holder shall be adopted without the prior written consent of such holders who have registered an address with the Secretary.
- Section 7.3 Amendments to the Declaration. Any two (2) officers or Board members of the Association may prepare, execute, certify and record amendments to the Declaration on behalf of the Association.
- Section 7.4 HUD/VA Rights. HUD/VA has the right to veto amendments while there is a special Declarant.

ARTICLE VIII **MISCELLANEOUS**

- Section 8.1 Notices. All notices, demands, bills, statements or other communications under these By-Laws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by registered or certified mail, return receipt, postage prepaid or otherwise as the Act may permit if:
- 8.1.1 To a Unit Owner, at the single address which the Unit Owner shall designate in writing and file with the Secretary or, if no such address is designated, at the address of the Unit of such Owner, or
 - 8.1.2 If to the Association, the Board or the Managing Agent, at the principal office of the Managing Agent or at such other address as shall be designated by notice in writing to the Unit Owners pursuant to this Section.

If a Unit is owned by more than one person, each such person who so designates a single address in writing to the Secretary, shall be entitled to receive all notices hereunder.

Section 8.2 Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way defines, limits or describes the scope of these By-Laws or the intent of any provision thereof.

Section 8.3 Gender. The use of the masculine gender in these By-Laws shall be deemed to include the feminine and neuter genders and the use of the singular shall be deemed to include the plural and vice versa, whenever the context so requires.

IN WITNESS WHEREOF, we, being the Initial Directors/ Officers of The Eagle Rock Homeowners Association, Inc., a Pennsylvania Incorporated Non-Profit Association, have hereunto set our hands and seals this 13th day of April, 2005.

WITNESS:

Kathy Terrelli

By: Paul Frayne
President

B.A. Williams

By: [Signature]
Vice President

B.A. Williams

By: David L. Pepper
Secretary/ Treasurer

Commonwealth of Pennsylvania :

County of Centre :

On this, the 13th day of April, 2005, before me, the undersigned officer, personally appeared Rodney HAZIP, DAVID Grimm, DAVID L. Pepper, who acknowledged themselves to be the Initial Directors/ Officers of The Eagle Rock Homeowners Association, Inc., and that they as such Initial Directors/ Officers of The Eagle Rock Homeowners Association, Inc. being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of The Eagle Rock Homeowners Association, Inc., by themselves as Initial Directors/ Officers.

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

Ruth Anna Williams
Notary Public

My Commission Expires:

Commonwealth of Pennsylvania
NOTARIAL SEAL
RUTH ANNA WILLIAMS, Notary Public
College Township, Centre County
My Commission Expires Sept. 6, 2008

THE EAGLE ROCK HOMEOWNERS ASSOCIATION
2017 Budget

| | 2015 Budget | 2015 Actual | 2016 Budget | 01/01/16-11/06/16 Actual | 11/07/16-12/31/16 Projected | 2016 Total | 2017 BUDGET |
|---------------------------------|--------------------|---------------------|--------------------|-----------------------------|--------------------------------|--------------------|------------------------------|
| Number of Unit Owners | 10 | 12 | 12 | 14 | 14 | 14 | 14 |
| Number of Open Lots | 14 | 11 | 11 | 9 | 9 | 9 | 55 |
| Annual Dues | \$ 225.00 | \$ 225.00 | \$ 230.00 | \$ 230.00 | \$ 230.00 | \$ 230.00 | \$ 150.00 |
| Income | | | | | | | |
| Association Dues | \$ 2,250.00 | \$ 2,025.00 | \$ 2,760.00 | \$ 3,049.22 | \$ - | \$ 3,049.22 | \$ 2,100.00 |
| Initial Capital Income | 150.00 | 150.00 | 75.00 | 375.00 | - | 375.00 | - |
| S&A Declarant Dues on open lots | 3,150.00 | 3,150.00 | 2,530.00 | - | 2,070.00 | 2,070.00 | 8,250.00 |
| Deficit Contribution from S&A | 525.00 | 21,382.67 | 1,425.00 | - | 2,350.00 | 2,350.00 | 2,625.00 |
| Interest Income - Checking | - | 2.78 | - | 3.44 | 1.15 | 4.59 | - |
| Total Income | \$ 6,075.00 | \$ 26,710.45 | \$ 6,790.00 | \$ 3,427.66 | \$ 4,421.15 | \$ 7,848.81 | \$ 12,975.00 |
| Expense | | | | | | | |
| Administrative Fees | \$ 1,250.00 | \$ 1,250.00 | \$ 1,300.00 | \$ - | \$ 1,300.00 | \$ 1,300.00 | \$ 2,500.00 |
| Insurance | 561.06 | 142.22 | 555.50 | 437.78 | - | 437.78 | 446.54 |
| Landscape Maintenance | 3,787.50 | 23,122.67 | 4,242.00 | 4,526.25 | 973.75 | 5,500.00 | 5,610.00 |
| Mileage | 75.00 | 207.24 | 75.00 | 139.50 | 60.50 | 200.00 | 200.00 |
| Supplies, Bank Charges, etc. | 100.00 | 25.03 | 100.00 | 119.84 | 30.16 | 150.00 | 150.00 |
| Funds to Capital Account | - | - | - | - | - | - | 1,050.00 |
| Miscellaneous Expense | 200.00 | 130.00 | 500.00 | 70.00 | 180.00 | 250.00 | 250.00 |
| Total Expenses | \$ 5,973.56 | \$ 24,877.16 | \$ 6,772.50 | \$ 5,293.37 | \$ 2,544.41 | \$ 7,837.78 | \$ 10,206.54 A |
| Surplus (Shortfall) | \$ 101.44 | \$ 1,833.29 | \$ 17.50 | \$ (1,865.71) | \$ 1,876.74 | \$ 11.03 | \$ 2,768.46 |

Cash Balance at 11/06/16 \$ 1,563.38

Notes:

A Expenses have been adjusted as necessary based on 2015/2016 financial data.

THE 2017 TOTAL ANNUAL DUES ARE: \$ 150.00

THE INITIAL CAPITAL FEE IS: \$ 75.00

**Eagle Rock Homeowners Association, Inc.
Dues Payable at Settlement
Fiscal Year Ending 12-31-2017**

INITIAL CAPITAL: \$75.00

ANNUAL DUES: \$150.00

DUES RATE PER DAY: \$0.41

Initial Capital is to be paid for ALL Settlements with NO proration.

Initial Capital shall also apply to all resales.

Annual Dues are due by January 31st each year, except for the year of settlement.

The Day of Settlement:

Collect INITIAL CAPITAL

**Collect PRORATED ASSESSMENT from date
of settlement through December 31, 2017
at \$0.41 per day**

**Please make payments payable to:
Eagle Rock Homeowners Association, Inc.
C/O Candace Whitfield, S&A Homes, Inc.
2121 Old Gatesburg Road, Suite 200
State College, PA 16803
E-mail: hoa@sahomebuilder.com
Phone: 814-272-8998 Fax: 814-231-4770**

THE EAGLE ROCK PLANNED COMMUNITY ASSOCIATION, INC.

GENERAL COMMON AREA Services:

Mowing and Landscaping:

Stormwater Retention Basin Common Element #70

Drainage Easements

Entrance sign:

Electricity, repairs, maintenance

Stormwater Management System:

Repairs, maintenance

Insurance on Common Areas and for Association:

general liability, directors & officers, errors & omissions, property (hazard)

Property management and accounting for association

Note that regular maintenance items are funded through dues. Major maintenance items will be funded by reserves or assessments as needed.

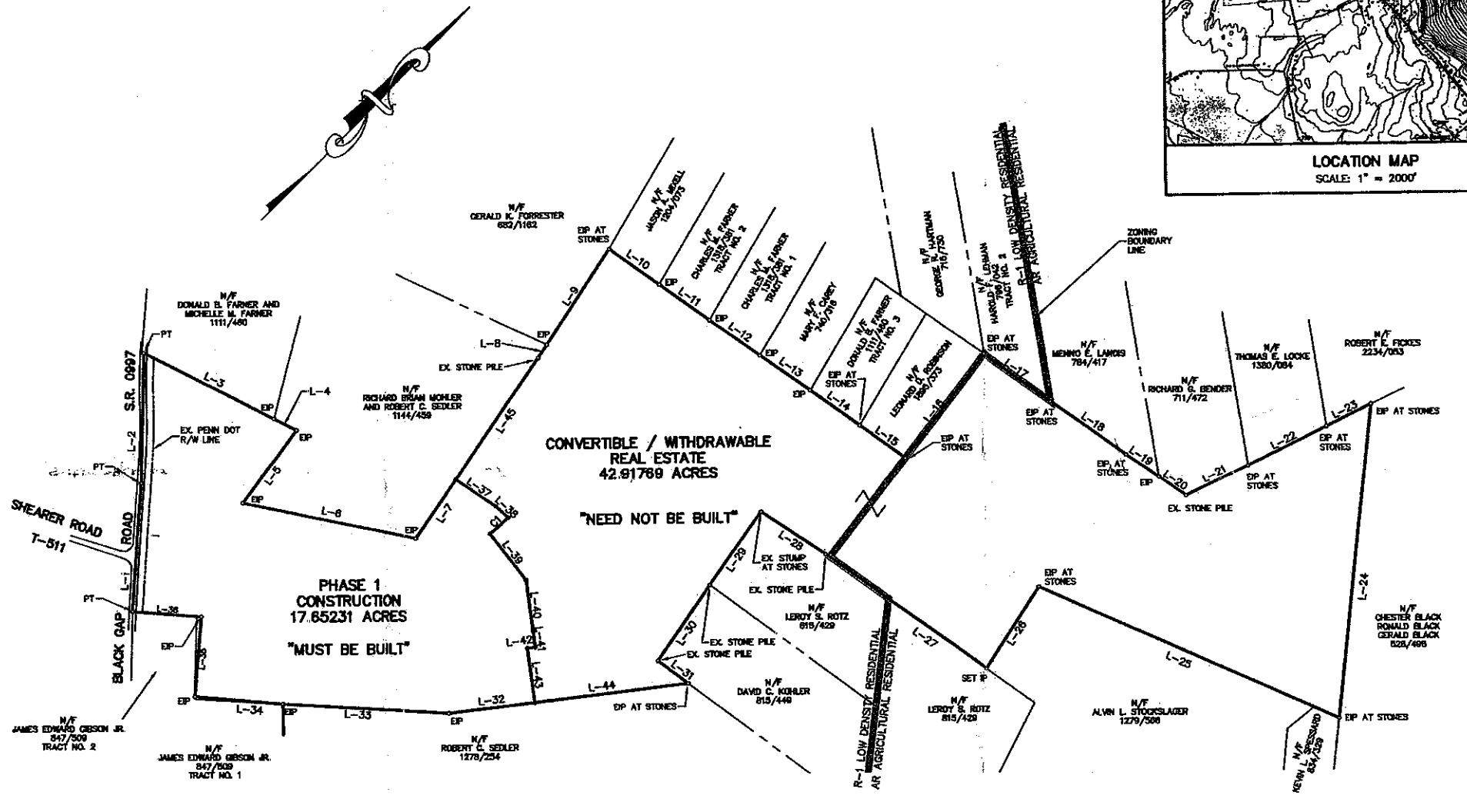
April 8, 2009

RECORDED
65 APR 18 P 08
LINDA MILLER
RECORDER OF DEEDS
FRANKLIN COUNTY

LOCATION MAP
SCALE: 1" = 2000'

EXHIBIT "D"

- SITE DATA**
- TOTAL GROSS PROJECT AREA: 60.57000 ACRES
 - TOTAL GROSS PHASE 1 AREA: 17.65231 ACRES
 - NET PHASE 1 PROJECT AREA: 17.35405 ACRES (EXCLUDING SR 0997 PDM DOT R/W)
 - TOTAL NUMBER OF RESIDENTIAL BUILDING LOTS: 23 SINGLE - FAMILY DETACHED
 - TOTAL AREA OF RESIDENTIAL BUILDING LOTS: 9.22994 ACRES
 - TOTAL NUMBER OF NON-BUILDING LOTS: 2
 - TOTAL AREA OF NON-BUILDING LOTS: 3.09419 ACRES
 - TOTAL AREA OF STREETS TO BE DEDICATED: 3.03963 ACRES
 - PROPOSED SANITARY SEWER: PUBLIC - GREENE TOWNSHIP MUNICIPAL AUTHORITY
 - PROPOSED WATER SUPPLY: PUBLIC - GULFORD WATER AUTHORITY
 - PHASE 1 ZONING: R-1 LOW DENSITY RESIDENTIAL
 - MINIMUM REQUIRED LOT AREA: 15,000 SF
 - MINIMUM REQUIRED LOT WIDTH: 100.00 FEET
 - MINIMUM REQUIRED LOT DEPTH: 125.00 FEET
 - REQUIRED MINIMUM BUILDING SETBACKS
FRONT - 30 FEET
SIDE - 15 FEET
REAR - 30 FEET
 - REQUIRED OFF STREET PARKING: 2

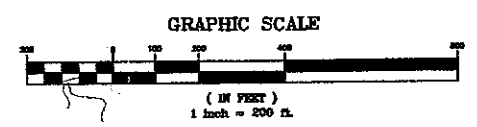


LINE CHART

| LINE NUMBER | BEARING | DISTANCE |
|-------------|-----------------|----------|
| 1 | N 40° 38' 14" W | 388.99' |
| 2 | N 43° 13' 06" W | 384.99' |
| 3 | N 72° 30' 20" E | 437.36' |
| 4 | N 72° 30' 20" E | 76.01' |
| 5 | S 08° 13' 07" E | 273.95' |
| 6 | N 37° 03' 10" E | 534.79' |
| 7 | N 10° 41' 48" W | 215.49' |
| 8 | N 11° 20' 41" W | 47.79' |
| 9 | N 11° 20' 41" W | 342.73' |
| 10 | N 80° 48' 28" E | 185.18' |
| 11 | N 80° 48' 28" E | 184.19' |
| 12 | N 80° 48' 28" E | 184.36' |
| 13 | N 80° 48' 28" E | 184.62' |
| 14 | N 80° 48' 28" E | 183.99' |
| 15 | N 80° 48' 28" E | 188.06' |
| 16 | N 07° 35' 51" W | 383.13' |
| 17 | N 81° 04' 07" E | 248.26' |
| 18 | N 80° 33' 49" E | 277.05' |
| 19 | N 80° 12' 48" E | 119.05' |
| 20 | N 80° 12' 48" E | 98.27' |
| 21 | N 18° 04' 00" E | 207.16' |
| 22 | N 18° 04' 00" E | 282.86' |
| 23 | N 18° 18' 06" E | 148.83' |
| 24 | S 38° 45' 40" E | 950.01' |
| 25 | S 69° 03' 08" W | 578.60' |
| 26 | S 11° 29' 56" E | 281.38' |
| 27 | S 80° 32' 32" W | 581.90' |
| 28 | S 78° 01' 13" W | 233.95' |
| 29 | S 09° 54' 11" E | 258.00' |
| 30 | S 09° 54' 11" E | 273.32' |
| 31 | N 38° 17' 48" E | 113.00' |
| 32 | N 38° 30' 34" W | 281.14' |
| 33 | S 48° 33' 20" W | 501.82' |
| 34 | S 50° 01' 54" W | 285.20' |
| 35 | N 38° 54' 58" W | 240.05' |
| 36 | S 69° 23' 19" W | 207.14' |
| 37 | N 78° 18' 14" E | 145.55' |
| 38 | N 88° 08' 35" E | 50.00' |
| 39 | S 81° 54' 13" E | 178.14' |
| 40 | S 82° 22' 42" E | 150.18' |
| 41 | S 82° 22' 42" E | 50.00' |
| 42 | S 37° 37' 18" W | 23.88' |
| 43 | S 82° 22' 42" E | 184.28' |
| 44 | S 38° 30' 34" W | 464.82' |
| 45 | N 10° 41' 48" W | 444.43' |

CURVE TABLE

| CURVE | RADIUS | LENGTH/TANGENT | CHORD BEARING | CHORD |
|-------|---------|----------------|-----------------|--------|
| C 1 | 425.00' | 73.83' | S 03° 07' 11" W | 73.74' |



OWNER / SUBDIVIDER
S & A CUSTOM BUILT HOMES, INC.
501 ROLLING RIDGE DRIVE
STATE COLLEGE, PA 16801

REVISIONS

| NO. | DATE | DESCRIPTION | BY |
|-----|------|-------------|----|
| | | | |
| | | | |
| | | | |
| | | | |



**DECLARATION PLAT
OVERALL SITE PLAN**

**EAGLE ROCK
PHASE 1
A FLEXIBLE PLANNED COMMUNITY**

LOCATED IN
GREENE TOWNSHIP, FRANKLIN COUNTY PA

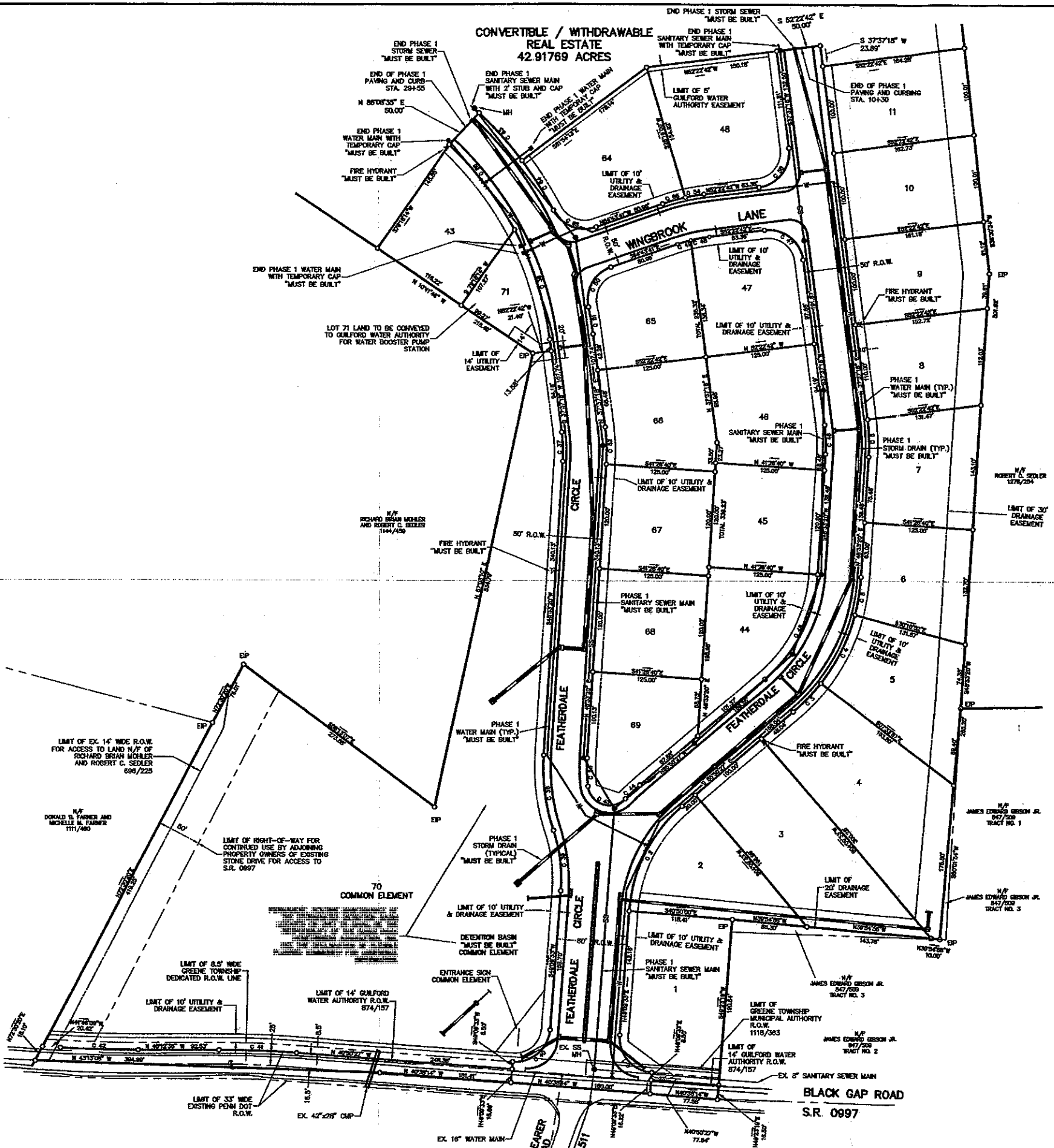
DENNIS E. BLACK ENGINEERING, INCORPORATED
ENGINEERING-SURVEYING-PLANNING
2400 PHILADELPHIA AVENUE
CHAMBERSBURG, PA. 17201

| | | | |
|-------------|------------|-----------|--------------|
| OWN. R.D.T. | CLIENT NO. | ORDER NO. | SHEET 1 OF 2 |
| | 3417 | 5251 | |
| CHK. G.N.W. | DATE | ISSUANCE | DRAWING NO. |
| | 31 JAN 05 | 5251-5 | 05-19 |
| APP. | SCALE | | |
| | 1" = 200' | | |

THE ORIGINAL DRAWING AND THE INFORMATION SHOWN THEREON ARE THE PROPERTY OF D. E. BLACK ENGINEERING, INC. AND SHALL NOT BE DUPLICATED WITHOUT WRITTEN PERMISSION.

101.2881 Page 1027 Pt 2

**CONVERTIBLE / WITHDRAWABLE
REAL ESTATE
42.91769 ACRES**



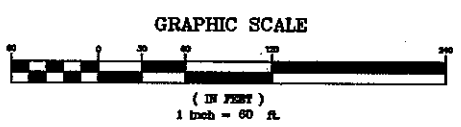
**ALL UNITS AND IMPROVEMENTS HEREIN
"MUST BE BUILT"**

NOTES:

- COMMON ELEMENTS: IN ADDITION TO UNIT NO. 70 AND PURSUANT TO THE DECLARATION OF FLEXIBLE PLANNED COMMUNITY, THE FOLLOWING ITEMS AS SHOWN HEREIN ARE DESIGNATED AS COMMON ELEMENTS:
 - A. UTILITY EASEMENTS;
 - B. STORM SEWER AND DRAINAGE EASEMENTS; AND
 - C. ENTRANCE SIGN ON UNIT NO. 70.
- THE PROPOSED PUBLIC STREETS AND CONCRETE CURBING AS SHOWN HEREIN, BEING FEATHERDALE CIRCLE AND WINGBROOK LANE, "MUST BE BUILT" AND ARE INTENDED TO BE DEDICATED TO GREENE TOWNSHIP.
- WATER MAINS, UNIT NO. 71 AND FIRE HYDRANTS "MUST BE BUILT" AND ARE INTENDED TO BE DEDICATED TO THE GULFORD WATER AUTHORITY.
- SANITARY SEWER MAINS "MUST BE BUILT" AND ARE INTENDED TO BE DEDICATED TO THE GREENE TOWNSHIP MUNICIPAL AUTHORITY.

LEGEND

| | |
|--------|-------------------------------|
| --- | PROPERTY LINE |
| ⊕ | CENTERLINE |
| --- | EASEMENT or RIGHT OF WAY LINE |
| --- | SANITARY SEWER MAIN |
| --- | WATER MAIN |
| ○ | IRON PIN (TO BE SET) |
| EX | EXISTING |
| R.O.W. | RIGHT-OF-WAY |
| EP | EXISTING IRON PIN |



I HEREBY CERTIFY THAT, TO THE BEST OF MY KNOWLEDGE,
THIS DECLARATION PLAT CONTAINS ALL INFORMATION REQUIRED
BY TITLE 68, PART 11, SUBPART D, CHAPTER 82, SECTION
8210 OF THE PENNSYLVANIA CONSOLIDATED STATUTES.

Gregory H. Wenzel 02/18/05
GREGORY H. WENZEL, PLS # 314416 DATE

DECLARATION PLAT

**EAGLE ROCK
PHASE 1
A FLEXIBLE PLANNED COMMUNITY**
LOCATED IN
GREENE TOWNSHIP, FRANKLIN COUNTY PA

DENNIS E. BLACK ENGINEERING, INCORPORATED
ENGINEERING-SURVEYING-PLANNING
2400 PHILADELPHIA AVENUE
CHAMBERSBURG, PA 17201

| | | | | |
|-------------|--------------------|---------------------|-------------------|-------------------|
| OWN. R.D.T. | SHEET NO. 3417 | DATE 31 JAN 05 | SCALE 1"=60' | SHEET 2 OF 2 |
| CHK. G.N.W. | REF. NUMBER 5251-1 | APP. DATE 31 JAN 05 | APP. SCALE 1"=60' | DRAWING No. 05-19 |



REVISIONS

| NO. | DATE | DESCRIPTION | BY |
|-----|------|-------------|----|
| | | | |
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