

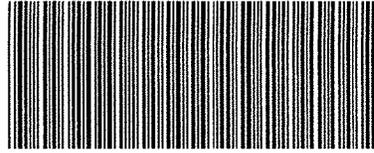


Frederick C. Sheeler
Berks County Recorder of Deeds

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

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WEST LAWN, PA 19609
(610) 372-2887

* PROPERTY DATA:

** PLEASE SEE DOCUMENT OR INDEX FOR PROPERTY DATA

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I hereby CERTIFY that this document is recorded
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Frederick C. Sheeler
Recorder of Deeds

OFFICIAL RECORDING COVER PAGE

Page 1 of 53

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THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

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Parcel No. 51436610257928 – *See attached list for additional parcel numbers.*

**DECLARATION
OF
HEIDELBERG CROSSING PLANNED COMMUNITY**

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**DECLARATION
OF
HEIDELBERG CROSSING PLANNED COMMUNITY**

THIS DECLARATION is made on this 17 day of October, 2018, by GRANDE LAND LP (hereinafter referred to as "Declarant").

WITNESSETH:

ARTICLE I. PROPERTY; DEFINED TERMS

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

Section 1.2 Easements and Licenses. The Property is submitted under and subject to the matters of record listed on Exhibit "B" attached hereto and made a part hereof, only to the extent such matters continue to affect the Property, the Declarant expressly disclaiming any intent to revive or extend any such matters which do not presently affect the Property.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 2.1 Initial Community. The initial Community shall consist of three (3) Units being Units 58 through 60 inclusive as shown on the Plan and as listed in Exhibit "D" attached hereto and made a part hereof. To service the Community, the Declarant intends to construct the roadways, sidewalks, and the stormwater management basins and appurtenant pipes, swales, inlets, rain gardens and other components (collectively referred to as the "Stormwater Management System"). The Declarant will also construct sanitary sewer lines which will be dedicated to the South Heidelberg Township Municipal Authority and shall construct water lines which will be dedicated to Wernersville Municipal Authority.

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

Declaration ultimately contemplates the creation of sixty (60) single-family detached Units in the Property.

ARTICLE III DESCRIPTION OF UNITS AND COMMON FACILITIES

Section 3.1 Unit Boundaries. Each Unit shall consist of the subdivided residential Lot as designated on the record plan prepared by C2C Design Group dated June 22, 2015, last revised April 24, 2017, as recorded in the Office of the Recorder of Deeds of Berks County ("Record Plan"). Each Unit will also consist of the single-family detached dwelling constructed on each such Lot.

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

Section 3.2 Common Facilities. The open space areas and the Stormwater Management System shall comprise Common Facilities. The internal loop roadway shall comprise a Common Facility until such time as accepted for dedication by the Township. The portion of sidewalk adjacent to open space along Glen Tilt Avenue, and the portion of sidewalk along the internal loop road which is not immediately adjacent to the lot lines of any Unit shall also comprise Common Facilities. Sewer lines and water lines located beyond the boundaries of a Lot shall comprise Common Facilities until such time as any portion of such sanitary sewer and/or water lines are accepted for dedication by the South Heidelberg Township Municipal Authority or any applicable other municipal authority or public utility.

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

ARTICLE IV EASEMENTS

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

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

B. The right of the Association in accordance with its Articles of Incorporation, Bylaws and this Declaration, with the vote or written assent of sixty-seven percent (67%) of Members to borrow money for the purpose of improving the Common Facilities and in aid thereof, and, subject to the provisions of Article XI of this Declaration, to mortgage, pledge,

deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, provided that the rights of such mortgagee shall be subordinated to the rights of the Unit Owners.

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

Section 4.3 Utility Easements. The Units, Common Facilities and Controlled Facilities shall be, and are hereby, made subject to easements in favor of the Declarant, appropriate utility and service companies and governmental agencies or authorities for such utility and service lines and equipment as may be necessary or desirable to serve any portion of the Property. The easements created in this section shall include, without limitation, rights of the Declarant, or the providing utility or service company, or governmental agency or authority to install, lay, maintain, repair, relocate and replace gas lines, pipes and conduits, water mains and pipes, storm sewer and sanitary sewer lines, telephone wires and equipment, television equipment and facilities (cable or otherwise), electric wires, conduits and equipment and ducts and vents over, under, through, along and on Units, Common Facilities and Controlled Facilities. Notwithstanding the foregoing provisions of this section, unless approved in writing by the Unit Owner or Unit Owners affected thereby, any such easement through a Unit shall be located either in substantially the same location as such facilities or similar facilities existed at the time of the first conveyance of the Unit by the Declarant, or so as not to materially interfere with the use or occupancy of the Unit by its occupants.

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

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

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

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

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

Section 4.5 Declarant Easement to Correct Drainage. Declarant reserves an easement on, over and under those portions of the Common Facilities and Units not located within a building for the purpose of maintaining and correcting drainage of surface water in order to maintain reasonable standards of health, safety and appearance. The easement created by this section expressly includes the right to cut any trees, bushes or shrubbery, to grade the soil, or to take any other action reasonably necessary to achieve this result, following which the Declarant can restore the affected property as closely to its original condition as practicable.

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

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

Mortgagee, lessee or other person having an interest in the land or any Units, Common Facilities, Controlled Facilities or portions thereof.

ARTICLE V MEMBERSHIP IN THE ASSOCIATION; VOTING RIGHTS

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

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

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

ARTICLE VI USE RESTRICTIONS

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

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

6.1.2 Nuisances. No noxious or offensive activity (including but not limited to the repair of motor vehicles) shall be carried on, in or upon any Unit or Common Facilities nor shall

anything be done therein which may be or become an unreasonable annoyance or a nuisance to any other Unit Owner. No loud noises or noxious odors shall be permitted on the Property, and the Executive Board shall have the right to determine in accordance with the Bylaws if any noise, odor or activity producing such noise, odor or interference constitutes a nuisance. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes), noisy or smokey vehicles, large power equipment or large power tools, unlicensed off-road motor vehicles or other items which may unreasonably interfere with television or radio reception of any Unit Owner in the Property, shall be located, used or placed on any portion of the Property, or exposed to the view of other Unit Owners without the prior written approval of the Executive Board.

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

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

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

A. Prevent Declarant, its successors or assigns, or their contractors or subcontractors, from doing on any Lot or Common Facilities whatever it determines to be

necessary or advisable in connection with the completion of said work, including without limitation the alteration of its construction plans and designs as Declarant deems advisable in the course of development;

B. Prevent Declarant, its successors or assigns, or their representatives, from erecting, constructing and maintaining on any Lot or Common Facilities, or portion thereof, owned or controlled by Declarant, or its successors or assigns or its or their contractors or subcontractors, such structures and equipment as may be reasonably necessary for the conduct of its or their business of completing said work and establishing the Property as a residential community and disposing of the same in Lots by sale, lease or otherwise;

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

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

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

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

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

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

6.1.9 Sale of Units. There shall be no restriction on the sale, conveyance or other transfer of title to any Unit, but any sale, conveyance or other transfer shall be subject to the Act,

this Declaration, the Bylaws, and the Rules and Regulations of the Association. Without limiting the generality of the foregoing, the sale of a Unit shall not be subject to any right of first refusal in favor of the Association or any other Unit Owner. In order to maintain proper Association records, at least thirty days' prior to any transfer, a transferring Unit Owner shall notify the Executive Board in writing of the name and address of the proposed transferee and the projected date of settlement.

6.1.10 Outdoor Activities. No firewood shall be stored in the front yard of any Unit and no above-ground swimming pools or tree houses shall be placed in any Unit. Tents, temporary in nature, shall be permitted in rear and side yards only and for not more than fourteen (14) consecutive days.

6.1.11 Accessory Structures. No structure of a temporary character, trailer, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently. Any fence which is installed must comply with local ordinances and shall consist of vinyl (clay, almond or white in color) or metal (black or brown in color) and shall not exceed five feet (5') in height.

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

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

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

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

ARTICLE VII EXECUTIVE BOARD OF THE ASSOCIATION

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

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

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

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

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

ARTICLE VIII ASSESSMENTS

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

Section 8.2 **Purpose of Assessments.** The Assessments levied by the Association shall be used exclusively to promote the common health, safety, benefit, and welfare of the Unit Owners and for the improvement and maintenance of the Common Facilities and improvements on the Common Facilities, including but not limited to the open space and the Stormwater Management System, as well as the Controlled Facilities.

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

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

Section 8.5 **Periodic Payments.** All Assessments made in order to meet the requirements of the Association's annual budget shall be payable in periodic installments as determined by the Executive Board. All Assessments made in order to meet the requirements of the Association's annual budget shall commence and be due and payable as of the date of settlement by the Unit

Owner on the Unit, with the Assessment for the current periodic installment being prorated as of the date of settlement. The pro rata portion of the Assessment due for the current periodic installment may be collected by the Association at settlement and the Association may also collect in advance of the next periodic installment due following settlement.

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

Section 8.7 Capital Expense. The Association shall establish an adequate capital expense fund for major repair and replacement of those Common Facilities which are anticipated to require replacement, repair or major repair on a periodic basis. The capital expense fund shall be funded by quarterly payments as a part of the Common Expenses or as determined by the Executive Board.

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

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

Section 8.10 Rate of Assessment. Assessments provided for shall be assessed against Units equally and the share of each Unit shall be determined by taking the total amount of the Common Expenses and multiplying by a fraction the numerator of which is the number one and the denominator of which is the total number of Units subject to this Declaration. Until such

time as the denominator is 90% of the Units projected for the Property, it shall be assumed that the denominator is 90% of the Units projected for the Property.

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

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

Section 8.13 Liability of Purchaser of Unit for Unpaid Assessments. Subject to the provisions of Section 5407 of the Act, upon the voluntary sale, conveyance or any other voluntary transfer of a Unit or any interest therein, the grantee thereof shall be jointly and severally liable with the grantor thereof for all unpaid Assessments for Common Expenses which are a charge against the Unit as of the date of consummation of the sale, conveyance or transfer, but such joint and several liability shall be without prejudice to such grantee's right to recover from such grantor the amount of any such unpaid Assessments which such grantee may have paid, and until any such Assessments are paid, they shall continue to be a lien against the Unit which may be enforced in the manner set forth in Section 5315 of the Act. Any unpaid Assessments which cannot be promptly collected from a former Unit Owner may be reassessed by the Executive Board as a Common Expense to be collected from all of the Unit Owners including, by way of illustration and not limitation, a purchaser who acquired title at a sheriff sale, and such purchaser, successors and assigns to the extent Assessments are given priority in accordance with the Act; otherwise, no Permitted Mortgagee or purchaser through a Permitted Mortgagee shall be liable for the collection of unpaid Assessments.

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

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

ARTICLE IX MAINTENANCE AND REPAIR OBLIGATIONS

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

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

A. The maintenance of the Stormwater Management System shall be in accordance with the notes provided on the Post-Construction Stormwater Management Plan, specifically page 32 of the Record Plan, such inspection and maintenance responsibilities to include the following:

1. Detention Ponds/Infiltration Ponds

(a) The outlet structure and its orifices shall be inspected quarterly and after major storm events by the Association to ensure that they are not clogged or blocked. In the event that an orifice is clogged or blocked immediate action shall be taken to restore the outlet structure to its designed specifications. In the event that the outlet structure is damaged the Association shall implement the best procedure to remedy the situation.

(b) The detention pond berm shall be inspected quarterly and after major storm events by the Association to ensure that the inside and outside slopes and top of berm remain stabilized. If erosion is taking place, immediate action shall be taken to bring the berm back to designed conditions and to then stabilize the bank. A slope liner may be required if

erosion persists. If an animal burrow or holes of any kind are found in the berm, the hole should be filled with material similar to the detention pond and then immediately stabilized.

(c) The entire detention pond shall be inspected annually by a qualified individual. This inspection shall at minimum include that which is included in (a) and (b) above. Ensure that the basin floor seeding specification is germinating and is carrying out its intended function. See specifications from seeding supplier for proper mowing techniques and frequency.

(d) Trash and debris shall be removed regularly from the basin by the Association and disposed of per the appropriate DEP and EPA standards.

(e) Dirty water, oil or any other liquids or solids shall not be dumped into the detention pond.

(f) In the event the detention pond/infiltration pond BMP does not dewater with 72 hours or is not functioning as intended, the Association shall contact the original design engineer or other qualified engineer to investigate and provide recommendations to perform possible maintenance or corrective measures.

2. Detention Ponds used as Bioretention Areas

(a) The bioretention area shall be inspected quarterly and after major storm events by the Association to ensure that the area remains stabilized. If erosion is taking place, immediate action shall be taken to bring the bioretention area back to designed conditions and to stabilize the area. If an animal burrow or holes of any kind are found in the bioretention area, the hole should be filled with material specified in the Post Construction Stormwater Management Plans for the bioretention area and then immediately stabilized.

(b) The outlet structure and its orifices shall inspected quarterly and after major storm events by the Association to ensure that they are not clogged or blocked. In the event that an orifice is clogged or blocked, immediate action shall be taken to restore the outlet structure to its designed specifications. In the event that the outlet structure is damaged, the Association shall implement the best procedure to remedy the situation.

(c) Bioretention planting which includes trees and shrubs are to be maintained and protected by the Association for the life of the project (50 years) or until redevelopment occurs.

(d) Pruning or other requirement maintenance of vegetation within the bioretention area is permitted for safety purposes.

(e) Trees and shrubs shall be removed regularly from the bioretention area by the Association and disposed of per the appropriate DEP and EPA standards.

(f) Trash and debris shall be removed regularly from the bioretention area by the Association and disposed of per the appropriate DEP and EPA standards.

(g) Dirty water, oil or any other liquids or solids shall not be dumped into the bioretention area.

(h) The entire bioretention area shall be inspected annually by a qualified individual. This inspection shall at minimum include that which is included in (a) through (f) above. Ensure that the bioretention seeding specification is germinating and is carrying out its intended function. See specifications from seeding supplier for proper mowing techniques and frequency.

3. Detention Ponds with Constructed Wetland Bottoms

(a) The constructed wetland area shall be inspected quarterly and after major storm events by the Association to ensure that the area remains stabilized. If erosion is taking place, immediate action shall be taken to bring bioretention area back to designed conditions and to stabilize the area. If an animal burrow or holes of any kind are found in the bioretention area, the hole should be filled with material specified in the Post Construction Stormwater Management Plans for the bioretention area and then immediately stabilized.

(b) The outlet structure and its orifices shall be inspected quarterly and after major storm events by the Association to ensure that they are not clogged or blocked. In the event that an orifice is clogged or blocked, immediate action shall be taken to restore the outlet structure to its designed specifications. In the event that the outlet structure is damaged, the Association shall implement the best procedure to remedy the situation.

(c) Basin planting which includes trees and shrubs are to be maintained and protected by the Association for the life of the project (50 years) or until redevelopment occurs.

(d) Pruning or other requirement maintenance of vegetation within the basin area is permitted for safety purposes.

(e) Trees and shrubs within the basin area shall be inspected annually and any tree or shrub that has died shall be replaced with a tree or shrub of the same species or a species specified on the Post Construction Stormwater Management Plan for the bioretention area.

(f) Trash and debris shall be removed regularly from the basin area by the Association and disposed of per the appropriate DEP and EPA standards.

(g) Dirty water, oil or any other liquids or solids shall not be dumped into the basin area.

(h) The entire basin shall be inspected annually by a qualified individual. The inspection shall at minimum include that which is included in (a) through (f) above. Ensure that the basin seeding specification is germinating and is carrying out its intended function. See specifications form seeding supplier for proper mowing techniques and frequency.

4. Tree Planting

(a) Pruning or other requirement maintenance of existing vegetation is permitted for safety purposes.

(b) Trees shall be inspected annually and any tree that has died shall be replaced with a tree of the same species.

5. Vegetative Swales

(a) All swales shall be inspected annually by the responsible parties. Swales shall be mowed by Association seasonally as part of normal mowing. Very tall grass and woody vegetation shall not be allowed to grow in the grass sales and should be removed.

(b) Trash and debris shall be removed regularly from swales by Association and disposed of per the appropriate DEP and EPA standards.

(c) In the events that swales become eroded or if sediment has built up within the swale, immediate action shall be taken by the Association to restore the swale to the designed slope and dimensions. Restored swales shall be immediately stabilized with vegetation similar to the existing vegetation and the swale. If sediment build up is causing water to pool up within the swale, the sediment shall be removed and disposed of appropriately and the swale re-stabilized.

(d) Dirty water, oil or any other liquids or solids shall not be dumped into the swales.

6. Riprap Aprons

(a) If the ground around the apron is eroding, the Association shall contact the design engineer or other qualified engineer to investigate and provide recommendations to perform possible maintenance or corrective measures.

(b) Riprap aprons shall be inspected annually and after major storm events by the Association. If the riprap apron is damaged or eroded, rock of the same size as designed for the apron shall be placed in order to restore the apron to designed specifications.

7. Stormwater Inlets

(a) All inlets shall be inspected quarterly by the responsible parties. Sediment and debris in inlets shall be removed between March 1st and April 1st and between

September 1st and October 1st of each year and also at such times when sediment reaches a level of six inches below the outfall of each stormwater inlet if the inlet contained a sumped bottom. Trash and debris shall be disposed of per the appropriate DEP and EPA standards.

(b) Dirty water, oil and any other liquids or solids shall not be dumped into the inlets.

8. Amended Soils

(a) Areas of amended soils should be inspected annually to ensure that no unintended soil compaction or settling has taken place which will affect the intended function of the amended soils. Inspection should also confirm that areas have adequate vegetative cover and stabilization. If any issues described above are present, the procedure of implementing the amended soils should be repeated in the troubled area or seeding should be re-established.

9. Rain Gardens

(a) The rain garden shall be inspected annually between July 15 and August 15 by a qualified individual.

(b) Trash and debris shall be removed regularly from rain garden by the Association and disposed of per the appropriate DEP and EPA standards.

(c) The rain gardens shall be inspected twice a year for vegetative condition by the Association. In the event that one species has dominated the facility, it shall be reduced or removed accordingly. Invasive species should also be removed. The facility may require watering during extended periods of drought.

(d) Dirty water, oil or any other liquids or solids shall not be dumped into the rain garden.

(e) The rain garden shall be inspected quarterly and after each major storm event by the Association. The top 6" layer of mulch should be clean of sediment, leaves, trash and debris. In the event that this layer of mulch is not clean or if there is evidence that storm water is not freely flowing into the mulch bed (i.e. puddling above it), the top layer of mulch shall be removed and replaced.

(f) The mulch layer shall be removed and replaced once every two (2) to three (3) years in the spring of the year. Additional mulch may be added if needed throughout the year to re-mulch any void areas. An acceptable mulch layer shall include shredded hardwood or shredded wood chips or other similar product. Of the approved mulch products, all must be well-aged, uniform in color, and free of foreign material, including plant material.

(g) It is recognized that the planting soil layer is subject to clogging. Once this layer has clogged, very little can be done to correct it short of excavating areas of the facility. At this point, the accumulated sediment, mud, sand and debris shall be removed and

disposed of appropriately and a new planting soil mixture shall be installed along with a new mulch layer.

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

C. The Association, through its Board and duly authorized officers, shall execute any documents required by the Township, the Pennsylvania Department of Environmental Protection or any other applicable governmental agency to facilitate transferring from the Declarant to the Association ownership of BMPs and the Stormwater Management System, stormwater discharge permits and the obligation for maintenance of BMPs and the Stormwater Management System as stated herein. The Association shall be responsible for long-term operation and maintenance of PCSM BMPs and through its Board and duly authorized officers, shall execute any documents required by the Township, the Pennsylvania Department of Environmental Protection or any other applicable governmental agency to facilitate transferring from the Declarant to the Association ownership of BMPs and the Stormwater Management System, stormwater discharge permits and the obligation for maintenance of BMPs and the Stormwater Management System as stated herein and as acknowledged in Appendix C to the Notice of Termination for National Pollutant Discharge Elimination System Permit for Stormwater Discharges Associated with Construction Activities attached hereto as Exhibit "G" and made a part hereof.

Section 9.3 Damage and Destruction Affecting Units - Duty to Rebuild. If all or any portion of any Unit is damaged, falls into disrepair, or is destroyed by fire or other casualty, it shall be the duty of the Unit Owner to rebuild, repair or reconstruct said residence in a manner which will restore it substantially to its appearance and condition immediately prior to the casualty. If the Unit Owner should fail to rebuild, repair or reconstruct, the Association may undertake such repair or reconstruction and may levy a Limited Common Assessment against the Unit Owner.

ARTICLE X INSURANCE

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

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

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

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

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

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

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

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

No Unit Owner shall do or permit any act which would void or impair the coverage afforded by any policies held by the Association or would result in an increase in the premium therefor; and any Unit Owner so doing or permitting any such act shall be liable to the Association for any such increase which shall be assessable as a Common Expense exclusively against such Unit Owner pursuant to the assessment provisions of this Declaration.

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ARTICLE XI MORTGAGE PROTECTION CLAUSE

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

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

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

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

(1) by act or omission seek to abandon, partition, alienate, subdivide, release, hypothecate, encumber, sell or transfer the Common Facilities and the improvements thereon which are owned by the Association (the granting of easements for public utilities or for other public purposes consistent with the intended use of such property by the Association or the transfer of the Common Facilities to an unincorporated association of the Unit Owners in accordance with the Articles of Incorporation of the Association shall not be deemed a transfer within the meaning of this clause.)

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

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

(4) amend this Declaration or the Articles of Incorporation or Bylaws of the Association in such a manner that the rights of any first Permitted Mortgagee will be affected. The addition of Units and Common Facilities to the Community within the Additional

Real Estate shall not be considered a material amendment or an amendment which affects the rights of any first Permitted Mortgagee.

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

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

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

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

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

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

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

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

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

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

ARTICLE XII LIMITATION OF LIABILITY

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

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

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

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

D. Shall not be liable to a Unit Owner, or such Unit Owner's tenants, employees, agents, customers or guests, for loss or damage caused by theft of or damage to personal property left by such Unit Owner or such Unit Owner's tenants, employees, agents, customers or guests in a Unit, or in or on the Common Facilities or Limited Common Facilities, except for the Executive Board or committee member's own willful misconduct or gross negligence.

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

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

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

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

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

ARTICLE XIII ARCHITECTURAL CONTROL

Section 13.1 Building Restrictions. No building shall be erected, altered, placed or permitted to remain on any Lot other than a single-family or semi-detached dwelling not to exceed two and one-half stories in height together with a private garage or carport as well as a storage building provided that storage building is accessory to the single-family dwelling. The total living area of the main structure, exclusive of one-story open porches, garages and basements shall be not less than 1,700 square feet for a one-story dwelling or semi-detached dwelling nor less than 2,100 square feet for a two-story dwelling.

Section 13.2 Review of Proposed Construction. Subject to the exemption of the Declarant pursuant to Section 6.1.5 of this Declaration and subject to all applicable municipal zoning

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

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

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

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

Owner's obligation to comply with all governmental laws and regulations affecting the use of the Unit, including but not limited to zoning ordinances or other requirements imposed by any governmental or municipal authority.

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

ARTICLE XIV UNITS SUBJECT TO COMMUNITY DOCUMENTS; EMINENT DOMAIN

Section 14.1 Applicability of Community Documents. Each present and future owner, occupant and Permitted Mortgagee of a Unit, shall be subject to and shall comply with the provisions of the Act, this Declaration, the Plan, the Bylaws and the Rules and Regulations and with the covenants, conditions and restrictions as set forth in this Declaration, the Plan, the Bylaws, the Rules and Regulations and the deed to such Unit; provided that nothing contained herein shall impose upon any lessee or Permitted Mortgagee of a Unit any obligation which the Act or one or more of such documents, or both, make applicable only to Unit Owners (including, without limitation, the obligation to pay assessments for Common Expenses). The acceptance of a deed or mortgage to any Unit, or the entering into occupancy of any Unit shall constitute an agreement that the provisions of the Act, this Declaration, the Plan, the Bylaws, the Rules and Regulations and the covenants, conditions and restrictions set forth in the deed to such Unit are accepted and ratified by such grantee or Permitted Mortgagee. All of such provisions shall be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed, conveyance or mortgage thereof. The failure of the Association to enforce one or

more violations of the Declaration, the Bylaws, Rules and Regulations shall not be deemed a waiver of any of the covenants, conditions and restrictions set forth therein.

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

(a) Fifty-seven (57) additional Units may be constructed within the Convertible Real Estate described in Exhibit "E." Each building shall constitute a separate phase of additional Units added.

(b) the Declaration reservation of rights as set forth in this Paragraph will lapse upon completion of construction of the buildings containing the sixty (60) Units, and such additional Units as may be constructed within the Convertible Real Estate described in Exhibit "E" of this Declaration and in no event shall the Declarant's aforesaid reservation of rights continue beyond 10 years after the date of recording of this Declaration.

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

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

(e) The aggregate number of Units that may be created presently and in the future in all of the Convertible Real Estate described in Exhibit "E" is sixty (60) Units.

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

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

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

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

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

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

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

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

Section 14.5 Rights of Declarant, Builder and Township. No change, modification or amendment which affects the respective rights, privileges or obligations of the Declarant or the Township shall be effective without prior written consent of the party whose rights, privileges or obligations are impacted.

Section 14.6 Other Amendments. If any amendment is necessary in the judgment of the Executive Board to cure any ambiguity or to correct or supplement any provision of this Declaration or the Plats and Plans which is defective or inconsistent with any other provision hereof or thereof or with the Act, or to change, correct or supplement anything appearing or failing to appear in the Plats and Plans which is incorrect, defective or similarly inconsistent, or if such amendment is necessary to conform to the then current requirement of FNMA, FHLMC, VA, FHA, GNMA, or other similar government agency with respect to community projects, the Executive Board may, at any time and from time to time, effect such amendment without the approval of the Unit Owners, or Permitted Mortgagees, upon receipt by the Executive Board of

an opinion from independent legal counsel to the effect that the proposed amendment is permitted by the terms of this sentence, together with a like opinion from an independent registered architect or licensed professional engineer in the case of any such amendment to the Plats and Plans. Each such amendment shall be effective upon the recording of an appropriate instrument setting forth the amendment and its due adoption, execution and acknowledgments by one or more officers of the Executive Board.

ARTICLE XV DECLARANT'S RIGHTS

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

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

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

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

A. Breach of any of the covenants contained in the Declaration or the Bylaws and the continuation of any such breach may be enjoined, abated or remedied by appropriate legal proceedings by any Unit Owner, by the Association or the successors-in-interest of the Association. Any judgment rendered in any action or proceeding pursuant hereto shall include the amount of any delinquent payment, interest thereon, costs of collection, including attorney's fees, court costs and penalty charges.

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

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

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

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

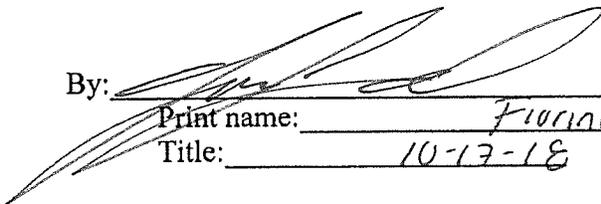
Section 15.3 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

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

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

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

DECLARANT:
GRANDE LAND LP, a Pennsylvania limited partnership
By: Grande Management Corporation, General Partner

By: 

Print name: _____

Fianna Grande

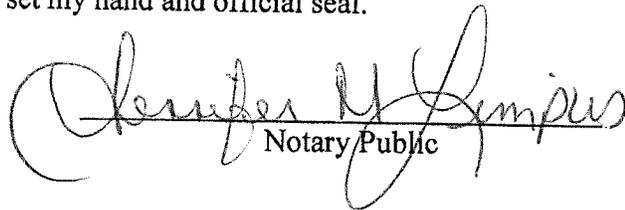
Title: _____

10-17-18

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF Berks : SS

On the 17 day of October A.D., 2018, before me, the undersigned officer, personally appeared Fiorino Grande, who acknowledged himself/herself to be the President of **GRANDE MANAGEMENT CORPORATION**, a Pennsylvania corporation and General Partner of **GRANDE LAND, LP**, a Pennsylvania limited partnership and that he/she as such Officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Corporation by himself/herself as President.

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


Notary Public

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Jennifer M. Limpus, Notary Public
Muhlenberg Twp., Berks County
My Commission Expires April 24, 2021
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES



ALL THAT CERTAIN piece or tract of land being Lot No. 2 as shown on the Plan of Evelyn B. Willets Subdivision, said Plan recorded in Plan Book Volume 50, Page 27, Berks County Records, situate partly in the Borough of Wernersville and partly in the Township of South Heidelberg, County of Berks, Commonwealth of Pennsylvania, described as follows:

BEGINNING at a railroad spike in the center line of the intersection of Township Road T-382, known as Furnace Road, and Township Road T-379, known as Walters Road, thence in and along said Township Road T-379, South 50 degrees 14 minutes 25 seconds East, a distance of 325.00 feet to a railroad spike near the Northerly side of the existing macadam of said Township Road T-379, the true point or place of beginning; thence leaving said road and long line of other lands of Evelyn B. Willets Baldauf, about to be conveyed, North 30 degrees 53 minutes 45 seconds East, a distance of 537.20 feet to a steel pin; thence continuing along other lines of lands of Evelyn B. Willets Baldauf, about to be conveyed, North 45 degrees 45 minutes 40 seconds West, crossing a small creek known as Manor Creek, at approximately 40 feet, a total distance of 200 feet to a Railroad Spike in the center of said Township Road T-382 known as Furnace Road; thence in and along Furnace Road, North 44 degrees 46 minutes 10 seconds East, a distance of 531.69 feet to a railroad spike in the center line of said road; thence continuing along the center line of said Furnace Road, North 43 degrees 38 minutes 15 seconds East, a distance of 41.50 feet to a railroad spike in the center line of said road and in line of lands of Paul G. Spatz, South 49 degrees 25 minutes 15 seconds East, a distance of 136.18 feet to a steel pin; thence continuing along line of lands of Paul G. Spatz, Joseph J. Ebert, John A. Brossman, Samuel C. Ressler and Ernest A. Ochs, North 43 degrees 24 minutes 30 seconds East, a distance of 325.50 feet to a steel pin; thence continuing along line of lands of Ernest A. Ochs and line of lands of Sharaman, Inc., Purpart No. 2, and line of lands of Samuel Fisher, South 57 degrees 53 minutes 00 seconds East, a distance of 915.75 feet to a steel pipe of lands of the Development of Wernersville Heights; thence continuing along line of lands of the Development of Wernersville Heights, the following four courses and distances, viz: (1) South 32 degrees 49 minutes 10 seconds West, a distance of 694.32 feet to a steel pin; (2) South 57 degrees 35 minutes 40 seconds East, a distance of 578.77 feet to a steel pipe; (3) South 39 degrees 22 minutes 15 seconds West a distance of 300.10 feet to a concrete monument, and (4) South 39 degrees 28 minutes 15 seconds West, a distance of 465.57 feet to a steel pin in line of lands of Ruben Schaeffer; thence continuing along line of lands of Ruben Schaeffer, South 38 degrees 49 minutes 20 seconds West, a distance of 181.50 feet to a railroad spike in the other line of said Township Road T-379 North 50 degrees 14 minutes 25 seconds West, a distance of 1,496.84 feet to the true point or place of BEGINNING.

LESS AND EXCEPTING therefrom, however, Lot Numbers 1, 2, 3, 4, 5, 6, 7, 8 and 9 as shown on a Subdivision known as "South Mountain Manor" prepared by Robert B. Ludgate and Associates.

Ninety-six percent (96%) of the parcel is located in South Heidelberg Township and four percent (4%) is located in Wernersville Borough.

EXCEPTING THEREOUT AND THEREFROM that certain 23,493 square feet, or 0.539 acres, of land conveyed by CS II/Berger, LP to the Township of South Heidelberg by Deed of Dedication dated March 31, 2009 and recorded on April 16, 2009 in the Office of the Recorder of Deeds of Berks County, Pennsylvania to Instrument No. 2009016082.

EXHIBIT "B"

MATTERS OF RECORD

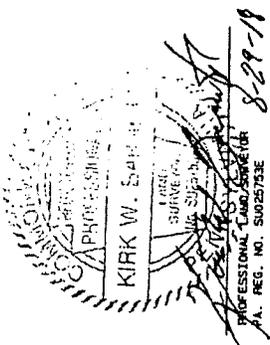
1. Roadways, streams or easements, if any, not shown by the public records, riparian rights and the title to any filled-in lands.
2. Portion of premises within the bed of public and private roads is subject to rights of others.
3. Conditions, restrictions, easements and notes as shown on Plan Book 50-27 and 93, Page 20.
4. Mutual Benefit Agreement for runoff and retention pond in Misc. 353-1238.
5. Stormwater Easement Agreement in Instrument No. 2009004077.
6. Deed of Dedication for a portion of Furnace Road in Instrument No. 2009016082 and 2009016083.
7. Rights of the American Telegraph & Telephone Co. of Pa. in Misc. 86-87.
8. Rights of the Bell Telephone Co. of Pa. in Misc. 135-171.
9. Rights of Metropolitan Edison Co. in Misc. 141-188.
10. Riparian rights of other in and to the Manor Creek flowing through premises.
11. Right of Way and Easement Agreement to Wernersville Municipal Authority in Record Book 3657-580.
12. Storm Water Drainage Easement Agreement in Record Book 5303-140.
13. Rights granted to The Borough of Wernersville by Agreements recorded in Misc. 180-188; 185-42 and 203-410.
14. Improvements Agreement recorded as Instrument No. 201602966.
15. Grant of Right of Way from Grande Land, LP to PPL Electric Utilities Corporation in Record Book 2017021855
16. Right of Way Agreement from Grande Land LP to Blue Ridge Technologies, Inc. in Record Book 2018013068



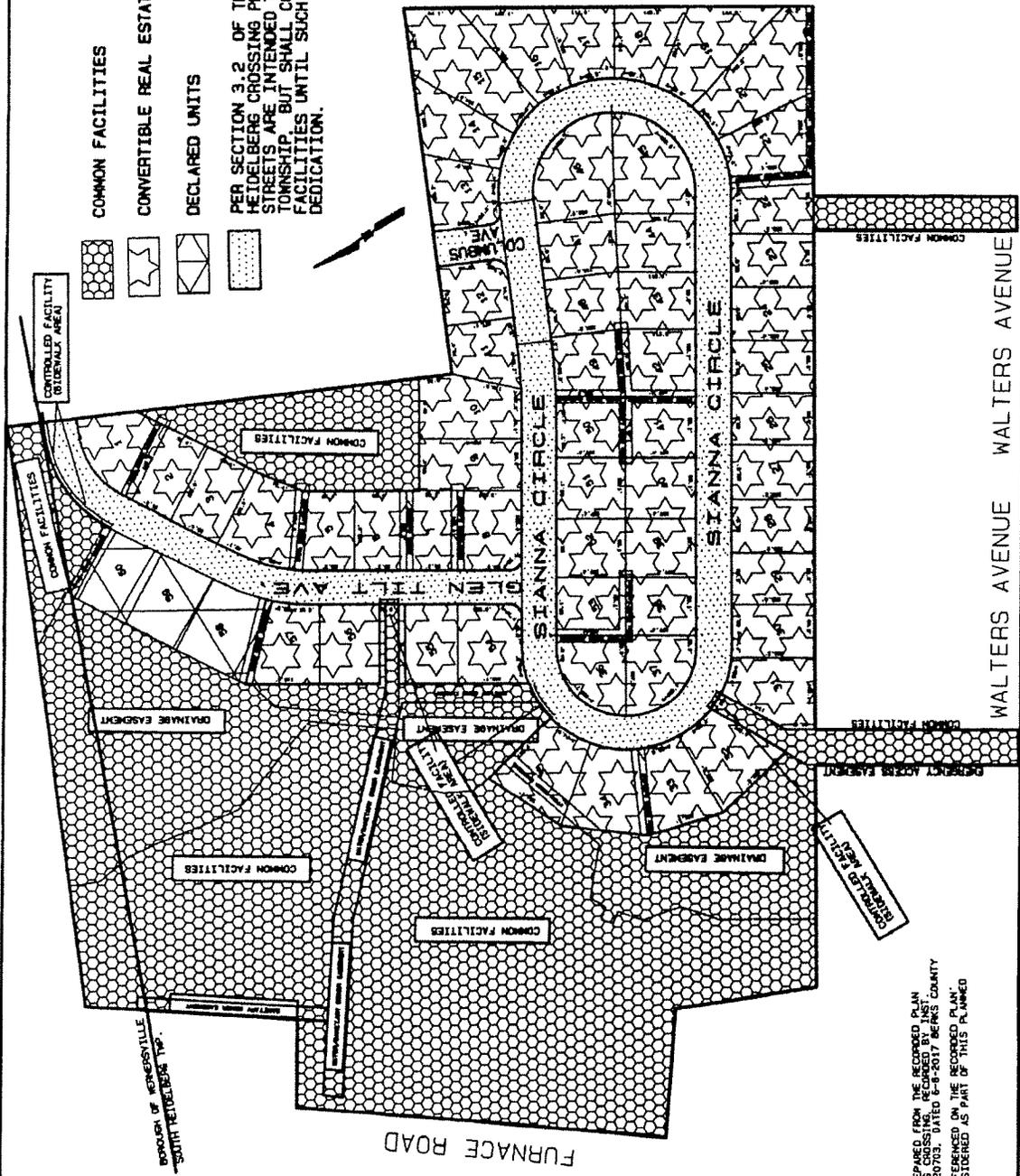
- COMMON FACILITIES
- CONVERTIBLE REAL ESTATE
- DECLARED UNITS

PER SECTION 3.2 OF THE DECLARATION OF HEIDELBERG CROSSING PLANNED COMMUNITY, THE STREETS ARE INTENDED TO BE DEDICATED TO THE TOWNSHIP, BUT SHALL CONSTITUTE COMMON FACILITIES UNTIL SUCH TIME AS ACCEPTED FOR DEDICATION.

I, THE UNDERSIGNED, A PROFESSIONAL SURVEYOR, HEREBY CERTIFY THAT THIS PLAT FULLY AND ACCURATELY (1) SHOWS THE PROPERTY, COMMON ELEMENTS AND (2) SETS FORTH THE NAME BY WHICH THE PROPERTY WILL BE KNOWN AND THE UNIT DESIGNATION FOR EACH UNIT THEREIN AND CONTAINS ALL INFORMATION REQUIRED BY SECTION 5210 OF THE PENNSYLVANIA PLANNED COMMUNITY ACT.



DECLARATION PLAN FOR
HEIDELBERG CROSSING
PLANNED COMMUNITY
SOUTH HEIDELBERG TOWNSHIP
BOROUGH OF WERNERSVILLE
BERKS COUNTY
PENNSYLVANIA



THIS PLAN PREPARED FROM THE RECORDED PLAN OF HEIDELBERG CROSSING, RECORDED BY INSTR. NUMBER 2017080703, DATED 6-8-2017 BERKS COUNTY. THE NOTES REFERENCED ON THE RECORDED PLAN SHALL BE CONSIDERED AS PART OF THIS PLANNED COMMUNITY.

EXHIBIT "D"

INITIAL UNITS

Units 58, 59 and 60

EXHIBIT "E"

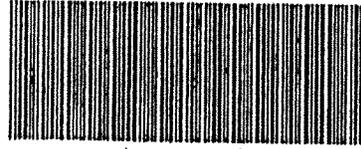
CONVERTIBLE REAL ESTATE

ALL UNITS AS SHOWN ON THE PLAN WITH THE EXCEPTION OF UNITS 58, 59 AND 60 WHICH ARE PART OF THE INITIAL COMMUNITY.



INSTRUMENT # 2017021761

RECORDED DATE: 06/16/2017 10:53:45 AM



4844349-0014W

Frederick C. Sheeler
Berks County Recorder of Deeds

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

Document Type: STORM WATER RELATED DOCUMENTS

Transaction #: 5121845
Document Page Count: 8
Operator Id: donnas

PARCEL ID(s): (See doc for additional parcel #'s)
51436610257928

SUBMITTED BY:
MASANO BRADLEY
1100 BERKSHIRE BLVD

SUITE 201
WYOMISSING, PA 19610

* PROPERTY DATA:

** PLEASE SEE DOCUMENT OR INDEX FOR PROPERTY DATA .

* ASSOCIATED DOCUMENT(S):

FEES / TAXES:	
RECORDING FEE: STORM WATER NOTICES	\$29.50
RECORDS IMPROVEMENT FUND	\$5.00
WRIT TAX	\$0.50
ADDITIONAL PAGE FEE	\$16.00
PARCEL ID FEE	\$10.00
Total:	\$61.00

INSTRUMENT #: 2017021761
Recorded Date: 06/16/2017 10:53:45 AM

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



Frederick C. Sheeler
Recorder of Deeds

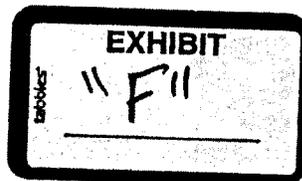
OFFICIAL RECORDING COVER PAGE

Page 1 of 9

PLEASE DO NOT DETACH

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NOTE: If document data differs from cover sheet, document data always supersedes.
*COVER PAGE DOES NOT INCLUDE ALL DATA, PLEASE SEE INDEX AND DOCUMENT FOR ANY ADDITIONAL INFORMATION.



Prepared By: Michael J. Gombar, Jr., Esquire
Masano ♦ Bradley, LLP
1100 Berkshire Boulevard, Suite 201
Wyomissing, PA 19610
(610) 372-7700

Return To: Michael J. Gombar, Jr., Esquire
Masano ♦ Bradley, LLP
1100 Berkshire Boulevard, Suite 201
Wyomissing, PA 19610
(610) 372-7700

Property Address: Walters Avenue
South Heidelberg Township, Berks County
Parcel ID No. 51436610257928

STANDARD STORMWATER FACILITIES MAINTENANCE AND MANAGEMENT AGREEMENT

THIS STANDARD STORMWATER FACILITIES MAINTENANCE AND MANAGEMENT AGREEMENT (the "Agreement") is made and entered into as of this 8th day of May, 2017 by and between GRANDE LAND, L.P., a Pennsylvania limited partnership (hereinafter referred to as the "Owner"), and the TOWNSHIP OF SOUTH HEIDELBERG, a Pennsylvania municipal corporation (hereinafter referred to as the "Township").

BACKGROUND

A. The Owner owns the real estate located in South Heidelberg Township that is comprised of that certain parcel of real estate located along Furnace Road and identified as Property I.D. No. 51436610257928, which consists of 37.41 acres (the "Property") as shown on a plan known as "Heidelberg Crossing" prepared by C2C Design Group and identified as Final Plan for Heidelberg Crossing Subdivision (Project No. 16117) dated March 8, 2017, most recent revision date dated March 8, 2017, most recent revision date April 24, 2017, which was last approved with conditions by the Township on April 13, 2017, and which is intended to be recorded with the Berks County Recorder of Deeds (collectively, the "Plan");

B. It is now the intention of the Owner of the Property to develop the Property as a 60 unit single family residential subdivision development known as "Heidelberg Crossing" in accordance with the Plan;

C. The Plan, which is expressly made a part hereof, as approved by the Township, provides for detention or retention of stormwater within the confines of the Property;

D. The Township and the Owner, its successors and assigns, agree that the health, safety, and welfare of the residents of the Township require that on-site stormwater management improvements and facilities be constructed and maintained on the Property;

E. Prior to the commencement of any development on the Property, the Owner is required by the South Heidelberg Township Stormwater Management Ordinance (Township Ordinance No. 244) (collectively, the "Ordinance") to submit a Stormwater Management Plan to the Township for approval. Specifically, the Ordinance requires that the Owner make provision for the ownership of, and the method of administering and maintaining, all permanent stormwater management facilities. Additionally, drainage courses, swales, stormwater inlets, pipes, conduits, detention basins and other stormwater management facilities, including Best Management Practices ("BMP's") shall be included under the term "Stormwater Management Facilities" as used herein; and

F. The purpose of this Agreement is to describe the ownership and maintenance responsibilities for the Stormwater Management Facilities, which will be installed on the Property and to impose the ownership and maintenance responsibilities upon the Owner, its nominees, successors and assigns, and upon successor owners of the Property.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, intending to be bound legally hereby, the parties hereto agree as follows:

1. The Background Clauses set forth above are incorporated herein by reference.
2. The Stormwater Management Facilities shall be constructed by the Owner in accordance with the terms, conditions and specifications identified in the Plan and upon such construction, the same shall be owned by the Owner, its successors and assigns.
3. All drainage courses, swales, stormwater inlets, pipes, conduits, detention basins and other Stormwater Management Facilities, shall be installed, constructed and maintained by the Owner, its successors and assigns, in a good working condition in conformance with the Plan, as approved by the Township and its Engineer, and in a manner sufficient to meet or exceed the design standards and specifications set forth on the Plan and the minimum design and maintenance standards and requirements set forth in the Ordinance. These responsibilities shall include, but not be limited to, the following:
 - (a) Liming and fertilizing vegetated channels and other areas according to the specifications in the "Erosion and Sedimentation Control Handbook of Berks County."
 - (b) Reestablishment of vegetation by seeding and mulching or sodding of scoured areas or areas where vegetation has not been successfully established.
 - (c) Mowing as necessary to maintain adequate strands of grass and to control weeds. Chemical weed control may be used if federal, state and local laws and regulations are met. Selection of seed mixtures shall be subject to approval by the Township.

(d) Removal of silt from all permanent structures, which trap silt or sediment, in order to keep the material from building up in grass waterways, pipes, detention or retention basins, infiltration structures or BMP's, and thus reducing their capacity to convey or store water.

(e) Regular inspection of the areas in question to assure proper implementation of BMP's, maintenance and care.

(f) All pipes, swales and detention facilities shall be kept free of any debris or other obstruction.

Owner, its successors and assigns, shall be responsible for performing or having performed on its behalf the foregoing maintenance and for implementing BMP's and maintaining BMP facilities as required by the Plan and the Ordinance.

4. The Owner, for itself, its successors and assigns, agrees that the failure to maintain all drainage courses, swales, stormwater inlets, pipes, conduits, detention basins, BMP's and other Stormwater Management Facilities in a good working condition in conformance with this Agreement and the Plan shall constitute a nuisance and shall be abatable by the Township as such.

5. Owner, for itself, its successors and assigns, authorizes the Township, at any time and from time to time, by its authorized representatives including the Township Engineer, to enter upon the Property to inspect the Stormwater Management Facilities at reasonable times, when the Township deems necessary. The purpose of the inspection is to assure safe and proper functioning of the Stormwater Management Facilities. The inspection shall cover the entire facilities, berms, outlet structures, pond areas, access roads, etc. When such inspections are conducted, the Township shall give the Owner copies of the inspection report with findings and evaluations. The Township reserves the right to perform such inspections in accordance with the following schedule:

- Annually for the first ten (10) years after the completion of the Stormwater Management Facilities pursuant to the Plan; and
- During or immediately upon the cessation of a one hundred (100) year or greater precipitation event.

Any such inspections shall be conducted so as to not interfere with the business operations and activities of Owner at the Property. All reasonable costs for said inspections shall be borne by the Owner and payable to the Township. Additionally, if requested by the Township, the Owner shall convey to the Township any easement (in addition to access easements mentioned in Section 9 hereof) and/or right-of-way necessary to assure access for said periodic inspections by the Township.

6. The Township may require that Owner, its successors and assigns, or any future owner or occupier of the Property, or any part thereof, take such corrective measures as the Township may deem reasonably necessary to bring the Property into compliance with this Agreement and

with the Plan, as approved by the Township and its Engineer.

7. Upon the failure of the Owner or occupier of the Property to comply with the terms of this Agreement or to take corrective measures following thirty (30) days' written notice from the Township, the Township, through its authorized representatives, may take such corrective measures as it deems reasonably necessary to bring the Property into compliance with this Agreement and with the Plan, including, but not limited to, the removal of any blockage or obstruction from drainage pipes, swales and detention basins, and may charge the cost thereof to Owner, its successors and assigns, or any future owner of the Property and the Owner shall reimburse the Township within thirty (30) days of receipt of invoice thereof for all costs incurred by Township hereunder. In default of such payment, the Township may cause a municipal lien to be imposed upon the Property or any part thereof. This provision shall not be construed as to allow the Township to erect any structure of a permanent nature on the Property, outside of any easement belonging to the Township. It is expressly understood and agreed that the Township is under no obligation to maintain or repair said Stormwater Management Facilities, and in no event shall this Agreement be construed to impose any such obligation on the Township.

8. If ownership or maintenance responsibility of the Stormwater Management Facilities is assigned to a homeowners' association, condominium unit owners' association or similar entity, the Township shall be notified. In the event such an association or entity has already been formed, the association or entity shall consent to and join in this Agreement. If such association or entity fails to properly maintain the Stormwater Management Facilities, the Township shall have the same rights granted to municipalities with reference to maintenance of common open space under Section 705 of the Pennsylvania Municipalities Planning Code, Act of July 31, 1968, P.L. 805, No. 247, or any future amendment thereof, to maintain the Stormwater Management Facilities. Any association or entity hereinafter formed shall enter into an agreement with the Township recognizing its duties and the Township's rights under this Agreement.

9. The Owner hereby imposes upon the Property, for the benefit of all present and future owners of the Property or any part of the Property and the Township, the perpetual, nonexclusive right, privilege and easement for the draining of stormwater in and through the drainage courses, swales, stormwater inlets, pipes, conduits, detention basins, BMP's and other Stormwater Management Facilities depicted on the Plan or plans submitted to the Township or hereafter made of record and now or hereafter installed on or constructed upon the Property and, in addition, easements of access to the Stormwater Management Facilities.

10. The Owner shall include a specific reference to this Agreement and the requirement to implement BMP's and maintain BMP facilities in accordance with the minimum design standards and requirements for BMP's set forth in the Ordinance in any deed of conveyance for the Property or any part thereof.

11. The Owner agrees to indemnify the Township and all of its elected and appointed officials, agents and employees (hereinafter collectively referred to as the "Indemnified Party") against and hold the Indemnified Party harmless from any and all liability, loss or damage, including attorneys' fees and court costs, investigation and defense costs, as a result of claims,

demands, costs or judgments against the Indemnified Party, which arise as a result of the design, installation, construction, operation or maintenance of the Stormwater Management Facilities unless such claims, demands, costs or judgments arise solely out of the gross negligence or willful misconduct of any of the Indemnified Party hereunder. In the event a claim is asserted against the Township and/or the Indemnified Party related thereto, the Township shall promptly notify the Owner, its successors and assigns, and it shall defend, at its own expense, any suit based on such claim. If any judgments or claims against the Township or the Indemnified Party shall be allowed, the Owner, its successors and assigns, shall pay all costs and expenses in connection therewith.

12. The Township may, in addition to the remedies prescribed herein, proceed with any action at law or in equity to bring about compliance with the Ordinance and this Agreement.

13. The Owner's personal liability under this Agreement shall cease at such time as (a) all Stormwater Management Facilities have been constructed in accordance with the specifications of the Township Subdivision and Land Development Ordinance and the approved Plan; (b) the Stormwater Management Facilities have been inspected and approved by the Township Engineer; (c) all financial security, including any maintenance security, posted by Owner has been released by the Township; and (d) the Owner has transferred the Property to a third party. Notwithstanding the foregoing, the Owner's liability shall continue for any violations of this Agreement, which occurred during the time that Owner owned the Property or in the event the Stormwater Management Facilities were not completed, inspected or approved as set forth in Sections 13(a) through (c) herein.

14. The Owner shall, upon completion of installation of the Stormwater Management Facilities, at the request of the Township, deposit financial security in the form of cash in the amount of Ten Thousand Dollars (\$10,000.00) to be held with the Township to cover the costs of the inspections of the Stormwater Management Facilities required by Section 5 above, to secure the structural integrity of the Stormwater Management Facilities as well as the functioning of the Stormwater Management Facilities in accordance with the design and specifications of the approved Plan and any modifications required by the Township. In the event that any funds remain from the initial \$10,000.00 following completion of the last of the ten (10) year annual inspections referenced in Section 5 above and the maintenance requirements set forth herein, the Township shall return any such unused funds to the Owner.

15. It is the intent of the parties to this Agreement that direct liability and maintenance obligations shall pass to subsequent title owners upon change in ownership of the Property or any lot created from the Property, and such subsequent owners shall assume all liability and maintenance obligations for the time period during which such successor shall hold title. Said liability shall remain for any violations of this Agreement, which occurred during the period in which an owner held title.

16. This Agreement shall be binding upon the Owner, its successors and assigns, and all present and future owners of the Property, or any part thereof, and is intended to be recorded in order to give notice to future owners of the Property, or any part thereof, of their duties and responsibilities with respect to the Stormwater Management Facilities.

17. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania. Any disputes arising out of or in any way relating this Agreement shall be resolved only in the Berks County Court of Common Pleas. Jury trial is waived.

18. This Agreement may be amended only by written instrument signed on behalf of all owners of the Property and the Township.

19. When the sense so requires, words of any gender used in this Agreement shall be held to include any other gender, and words in the singular number shall be held to include the plural, and vice versa.

20. In the event of an emergency or the occurrence of special or unusual circumstances or situations, the Township may enter the Property, if the Owner is not immediately available, without notification or identification, to inspect and perform necessary maintenance and repairs, if needed, when the health, safety or welfare of the citizens of the Township is at jeopardy. However, the Township shall notify the Owner of any inspection, maintenance or repair undertaken within five (5) days of such activity. The Owner shall reimburse the Township of all costs related hereto.

21. This Agreement shall be acknowledged by the Owner so that the same may be recorded among the land records in and for Berks County, Pennsylvania and shall constitute a covenant running with the Property and/or an equitable servitude, and shall be binding on the Owner, its assigns and any other successors in interest, in perpetuity.

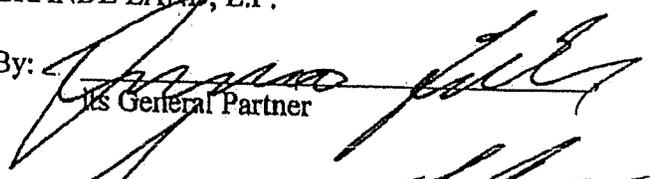
22. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

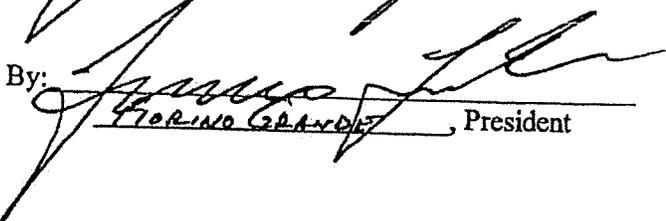
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IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have caused this Standard Stormwater Facilities Maintenance and Management Agreement to be duly executed the day and year first above written.

OWNER:

GRANDE LAND, L.P.

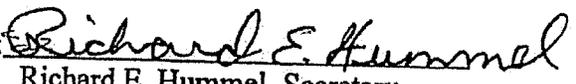
By: 
Its General Partner

By: 
FLORINO GRANDE, President

TOWNSHIP:

TOWNSHIP OF SOUTH HEIDELBERG

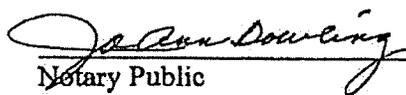
By: 
Tom Byrne, Chairman

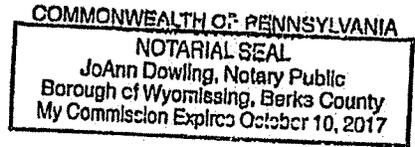
Attest: 
Richard E. Hummel, Secretary

COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF BERKS :

On this 5th day of May, 2017, before me, the undersigned officer, personally appeared TOM BYRNE, who acknowledged himself to be the Chairman, and RICHARD E. HUMMEL, who acknowledged himself to be the Secretary, both of the Board of Supervisors of the Township of South Heidelberg, a Pennsylvania municipal corporation, and that they as such officers, being authorized to do so, executed the foregoing instrument by signing the name of the municipal corporation by themselves as such officers.

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


Notary Public

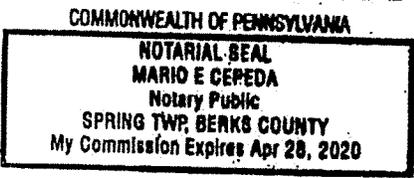


COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF BERKS :

On this 8th day of May, 2017, before me, the undersigned officer, personally appeared FRANCO GRANDE, who acknowledged himself to be the Pres of GRANDE LAND, L.P., a Pennsylvania limited partnership, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the company by himself as such officer.

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


Notary Public



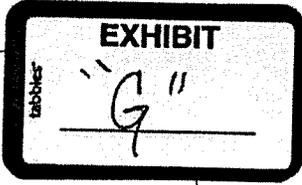
APPENDIX C

Permit No.: PAG02000614006

Person(s) Responsible for Long-Term Operation and Maintenance of PCSM BMPs:

Statement: The following individual(s) understand and have agreed to the long-term operation and maintenance of the PCSM BMPs as per the long-term operation and maintenance plan.

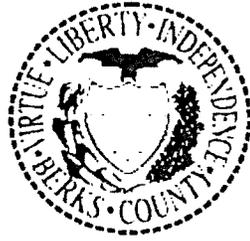
PCSM BMPs (list one BMP per row)	Latitude and Longitude, of each PCSM BMP	Name of Responsible Party	Address	Phone #
Stormwater Conveyance System, Stormwater Management Basins, Infiltration Basins, Soil Amendment and Restoration, Vegetated Swales, Street Sweeping, Catch Basin Inserts, and any other BMPs listed on PCSM Plan.	As shown on the PCSM Plan prepare by C2C Design Group, dated March 8, 2017, and last revised March 24, 2017	Heidelberg Crossing Community Association	2213 Quarry Drive; Suite 101 West Lawn, PA 19609	



ADDITIONAL PARCEL NUMBERS:

Parcel ID1: 51436610362187 ✓	Parcel ID43: 51436610351330 ✓
Parcel ID2: 51436610362103 ✓	Parcel ID44: 51436610352235 ✓
Parcel ID3: 51436610361039 ✓	Parcel ID45: 51436610352384 ✓
Parcel ID4: 51436610360064 ✓	Parcel ID46: 51436610351480 ✓
Parcel ID5: 51436610350906 ✓	Parcel ID47: 51436610351404 ✓
Parcel ID6: 51436610259950 ✓	Parcel ID48: 51436610350419 ✓
Parcel ID7: 51436610259823 ✓	Parcel ID49: 51436610259533 ✓
Parcel ID8: 51436610258775 ✓	Parcel ID50: 51436610258558 ✓
Parcel ID9: 51436610360658 ✓	Parcel ID51: 51436610257673 ✓
Parcel ID10: 51436610351621 ✓	Parcel ID52: 51436610256698 ✓
Parcel ID11: 51436610352507 ✓	Parcel ID53: 51436610257814 ✓
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Parcel ID15: 51436610354391 ✓	Parcel ID57: 51436610269148 ✓
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Parcel ID37: 51436610256538 ✓	
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Parcel ID39: 51436610257590 ✓	
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Parcel ID41: 51436610259369 ✓	
Parcel ID42: 51436610350354 ✓	

*Listed on cover page.

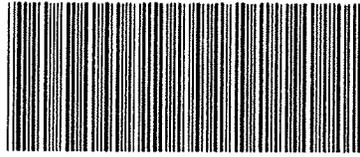


Mary Kozak
Berks County Recorder of Deeds

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

INSTRUMENT # 2022004656

RECORDED DATE: 02/01/2022 10:13:26 AM



5065731-0016R

Document Type: DECLARATION/AFFIDAVIT

Transaction #: 5816593
Document Page Count: 2
Operator Id: dfuoco

PARCEL ID(s): (See doc for additional parcel #'s)
51436610257928

SUBMITTED BY:
TSS Recording
2213 QUARRY DRIVE SUITE 105

WEST LAWN, PA 19609
(610) 372-2887

* PROPERTY DATA:

** PLEASE SEE DOCUMENT OR INDEX FOR PROPERTY DATA

FEEES / TAXES:

RECORDING FEES: DECLARATION	\$29.50
RECORDS IMPROVEMENT FUND	\$5.00
WRIT TAX	\$0.50
PARCEL ID FEE	\$10.00
Total:	\$45.00

INSTRUMENT #: 2022004656

Recorded Date: 02/01/2022 10:13:26 AM

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



Mary Kozak
Recorder of Deeds

OFFICIAL RECORDING COVER PAGE

Page 1 of 3

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

Prepared by:

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

Return to:

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

Master Parcel No. 514 366 10 25 7928
Sianna Circle, Wernersville, Pa (South Heidelberg Municipality)

**FIRST AMENDMENT TO DECLARATION
OF
HEIDELBERG CROSSING PLANNED COMMUNITY**

THIS DECLARATION is made on this 10th day of January, 2022, by **GRANDE LAND LP** (hereinafter referred to as "Declarant").

A. Declarant recorded a Declaration dated October 17, 2018 creating the Heidelberg Crossing Planned Community, such Declaration being recorded on October 22, 2018 in the Office of Recorder of Deeds of Berks County as Instrument No. 2018036637.

B. Pursuant to Sections 2.2 and 14.2 of the Declaration, Declarant reserved the right to convert portions of the Property designated as Convertible Real Estate into additional Units to be added to the Community.

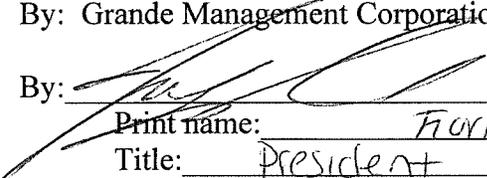
NOW, THEREFORE, the Declarant amends the Declaration as follows:

Section 1. Declarant hereby converts to Units that certain portion of the Convertible Real Estate identified on the Plans as Units 1, 2, 4 through 8, 10 through 16, 19, 20, 22 through 31, 34, 35 and 38 through 57.

Section 2. Except as amended herein, all other terms and conditions of the Declaration shall remain in full force and effect.

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

DECLARANT:
GRANDE LAND LP, a Pennsylvania limited partnership
By: Grande Management Corporation, General Partner

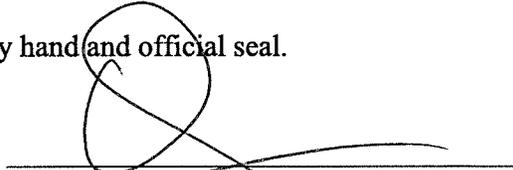
By: 
Print name: Florino Grande
Title: President

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF Berks SS
:

On the 10th day of January A.D., 2022, before me, the undersigned officer, personally appeared Fiorino Grande, who acknowledged himself/herself to be the President of GRANDE MANAGEMENT CORPORATION, a Pennsylvania corporation and General Partner of GRANDE LAND, LP, a Pennsylvania limited partnership and that he/she as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Corporation by himself/herself as Fiorino Grande

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

Commonwealth of Pennsylvania - Notary Seal
Krista Heffley, Notary Public
Lancaster County
My commission expires April 29, 2025
Commission number 1389259
Member, Pennsylvania Association of Notaries



Notary Public



Mary Kozak
Berks County Recorder of Deeds

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

INSTRUMENT # 2022018236

RECORDED DATE: 05/02/2022 02:56:59 PM



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Transaction #: 5849284
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Operator Id: mmartello

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

51436610362187	51436610259823
51436610362103	51436610258775
51436610361039	51436610259773
51436610360064	51436610350658
51436610350906	51436610351621
51436610259950	51436610352507

SUBMITTED BY:
TSS Recording
2213 QUARRY DRIVE SUITE 105

WEST LAWN, PA 19609
(610) 372-2887

*** PROPERTY DATA:**

** PLEASE SEE DOCUMENT OR INDEX FOR PROPERTY DATA

FEES / TAXES:

RECORDING FEES: DECLARATION	\$29.50
RECORDS IMPROVEMENT FUND	\$5.00
WRIT TAX	\$0.50
ADDITIONAL PAGE FEE	\$4.00
PARCEL ID FEE	\$640.00
Total:	\$679.00

INSTRUMENT #: 2022018236

Recorded Date: 05/02/2022 02:56:59 PM

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



Mary Kozak
Recorder of Deeds

OFFICIAL RECORDING COVER PAGE

Page 1 of 6

PLEASE DO NOT DETACH

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

NOTE: If document data differs from cover sheet, document data always supersedes.
***COVER PAGE DOES NOT INCLUDE ALL DATA, PLEASE SEE INDEX AND DOCUMENT FOR ANY ADDITIONAL INFORMATION.**

Prepared by:

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

Return to:

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

Master Parcel No. 51436610257928 (South Heidelberg Municipality)

**SECOND AMENDMENT TO DECLARATION
OF
HEIDELBERG CROSSING PLANNED COMMUNITY**

THIS SECOND AMENDMENT TO DECLARATION is made on this 22nd day of March, 2022, by **HEIDELBERG CROSSING COMMUNITY ASSOCIATION** (hereinafter referred to as "Association").

A. Declarant recorded a Declaration dated October 17, 2018 creating the Heidelberg Crossing Planned Community, such Declaration being recorded on October 22, 2018 in the Office of Recorder of Deeds of Berks County as Instrument No. 2018036637 (the "Declaration"). .

B. The Declaration created the Association.

C. Declarant subsequently recorded a First Amendment to Declaration dated January 10, 2022 and recorded in the Office of Recorder of Deeds of Berks County as Instrument No. 2022004656.

D. The Association desires to modify the provisions of Section 6.1.11 of the Declaration relating to the maximum fence height and has obtained the votes approving this amendment as required by Section 14.3 of the Declaration.

NOW, THEREFORE, the Declarant amends the Declaration as follows:

Section 1. Amendment. Section 6.1.11 of the Declaration is hereby amended to read as follows:

6.1.11 Accessory Structures. No structure of a temporary character, trailer, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently. Any fence which is installed must comply with local ordinances and shall consist of vinyl (clay, almond or white in color) or metal (black or brown in color) and shall not exceed six feet (6') in height."

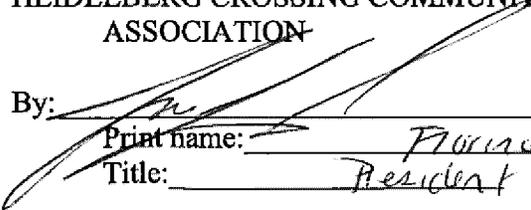
Section 2. Ratification. Except as amended herein, all other terms and conditions of the Declaration and First Amendment to Declaration shall remain in full force and effect.

Association has caused its duly authorized officers to execute this Second Amendment to Declaration on the date first above written.

Witness of attest:

HEIDELBERG CROSSING COMMUNITY
ASSOCIATION

By:


Print name: Florina Brandt
Title: Resident

LOT #	ADDRESS	City	State	Zip Code	PIN NUMBER
1	410 W. Glen Tilt Ave	Wernersville	Pa	19565	51-4366-10-36-2187
2	414 W. Glen Tilt Ave	Wernersville	Pa	19565	51-4366-10-36-2103
3	418 W. Glen Tilt Ave	Wernersville	Pa	19565	51-4366-10-36-1039
4	422 W. Glen Tilt Ave	Wernersville	Pa	19565	51-4366-10-36-0064
5	428 W. Glen Tilt Ave	Wernersville	Pa	19565	51-4366-10-35-0906
6	432 W. Glen Tilt Ave	Wernersville	Pa	19565	51-4366-10-25-9950
7	436 W. Glen Tilt Ave	Wernersville	Pa	19565	51-4366-10-25-9823
8	440 W. Glen Tilt Ave	Wernersville	Pa	19565	51-4366-10-25-8775
9	116 Sianna Circle	Wernersville	Pa	19565	51-4366-10-25-9773
10	112 Sianna Circle	Wernersville	Pa	19565	51-4366-10-35-0658
11	106 Sianna Circle	Wernersville	Pa	19565	51-4366-10-35-1621
12	102 Sianna Circle	Wernersville	Pa	19565	51-4366-10-35-2507
13	220 Sianna Circle	Wernersville	Pa	19565	51-4366-10-35-3551
14	216 Sianna Circle	Wernersville	Pa	19565	51-4366-10-35-4437
15	212 Sianna Circle	Wernersville	Pa	19565	51-4366-10-35-5411
16	208 Sianna Circle	Wernersville	Pa	19565	51-4366-10-35-4391
17	204 Sianna Circle	Wernersville	Pa	19565	51-4366-10-35-4253
18	200 Sianna Circle	Wernersville	Pa	19565	51-4366-10-35-4105
19	196 Sianna Circle	Wernersville	Pa	19565	51-4366-10-35-3049
20	192 Sianna Circle	Wernersville	Pa	19565	51-4366-10-35-2064
21	188 Sianna Circle	Wernersville	Pa	19565	51-4366-10-35-1077
22	184 Sianna Circle	Wernersville	Pa	19565	51-4366-10-35-0182
23	180 Sianna Circle	Wernersville	Pa	19565	51-4366-10-35-0116
24	176 Sianna Circle	Wernersville	Pa	19565	51-4366-10-25-9240
25	172 Sianna Circle	Wernersville	Pa	19565	51-4366-10-25-8274
26	168 Sianna Circle	Wernersville	Pa	19565	51-4366-10-25-8208
27	164 Sianna Circle	Wernersville	Pa	19565	51-4366-10-25-7333
28	160 Sianna Circle	Wernersville	Pa	19565	51-4366-10-25-6357
29	156 Sianna Circle	Wernersville	Pa	19565	51-4366-10-25-5482
30	152 Sianna Circle	Wernersville	Pa	19565	51-4366-10-25-5416
31	148 Sianna Circle	Wernersville	Pa	19565	51-4366-09-25-4530

32	144 Sianna Circle	Wernersville	Pa	19565	51-4366-09-25-3682
33	140 Sianna Circle	Wernersville	Pa	19565	51-4366-09-25-3781
34	136 Sianna Circle	Wernersville	Pa	19565	51-4366-09-25-4830
35	132 Sianna Circle	Wernersville	Pa	19565	51-4366-10-25-5817
36	129 Sianna Circle	Wernersville	Pa	19565	51-4366-10-25-6702
37	149 Sianna Circle	Wernersville	Pa	19565	51-4366-10-25-5654
38	155 Sianna Circle	Wernersville	Pa	19565	51-4366-10-25-6538
39	159 Sianna Circle	Wernersville	Pa	19565	51-4366-10-25-7514
40	163 Sianna Circle	Wernersville	Pa	19565	51-4366-10-25-7590
41	167 Sianna Circle	Wernersville	Pa	19565	51-4366-10-25-8474
42	173 Sianna Circle	Wernersville	Pa	19565	51-4366-10-25-9369
43	177 Sianna Circle	Wernersville	Pa	19565	51-4366-10-35-0354
44	183 Sianna Circle	Wernersville	Pa	19565	51-4366-10-35-1330
45	193 Sianna Circle	Wernersville	Pa	19565	51-4366-10-35-2235
46	217 Sianna Circle	Wernersville	Pa	19565	51-4366-10-35-2384
47	101 Sianna Circle	Wernersville	Pa	19565	51-4366-10-35-1480
48	105 Sianna Circle	Wernersville	Pa	19565	51-4366-10-35-1404
49	109 Sianna Circle	Wernersville	Pa	19565	51-4366-10-35-0419
50	113 Sianna Circle	Wernersville	Pa	19565	51-4366-10-25-9533
51	117 Sianna Circle	Wernersville	Pa	19565	51-4366-10-25-8558
52	121 Sianna Circle	Wernersville	Pa	19565	51-4366-10-25-7673
53	125 Sianna Circle	Wernersville	Pa	19565	51-4366-10-25-6698
54	441 W. Glen Tilt Ave	Wernersville	Pa	19565	51-4366-10-25-7814
55	437 W. Glen Tilt Ave	Wernersville	Pa	19565	51-4366-10-25-7963
56	431 W. Glen Tilt Ave	Wernersville	Pa	19565	51-4366-10-26-8033
57	427 W. Glen Tilt Ave	Wernersville	Pa	19565	51-4366-10-26-8171
58	423 W. Glen Tilt Ave	Wernersville	Pa	19565	51-4366-10-26-9148
59	419 W. Glen Tilt Ave	Wernersville	Pa	19565	51-4366-10-36-0233
60	415 W. Glen Tilt Ave	Wernersville	Pa	19565	51-4366-10-36-1207
61	OPEN SPACE	Wernersville	Pa	19565	51-4366-10-35-1816
62	OPEN SPACE	Wernersville	Pa	19565	51-4366-10-26-5157
NONCONTIG					
RES	WALTERS AVE STRIP	Wernersville	Pa	19565	51-4366-14-24-9975
ROADS	ROADS	Wernersville	Pa	19565	51-4366-10-25-7928