

Section 9.10 Reasonable Accommodations: Governmental Requirement. 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 and the Architectural Committee 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 Unit upon which or at whose request such improvements were constructed; (iii) a requirement that the Unit Owner or the Unit 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 Architectural Committee, to the end and effect that the Executive Board and the Architectural Committee shall have the fullest authority permitted by law to approve plans and specifications, design, materials and appearance of the improvement in question.

## ARTICLE X

### MAINTENANCE AND REPAIR OBLIGATIONS

Section 10.1 Maintenance Obligations of Unit Owners. It shall be the duty of each Unit Owner, at his sole cost and expense, subject to the provisions of this Declaration regarding Architectural Committee approval and subject to the lawn and landscaping maintenance requirements of the Association set forth in Section 10.2 below, to maintain and repair his Unit in a neat, safe, sanitary and attractive condition. The Association shall be responsible for maintenance of, including snow removal from, driveways, common sidewalks, private walks and other paved or concrete surfaces appurtenant to the Units. Each Unit Owner shall be responsible for maintaining, with like colors and materials, the entire exterior of the Unit, including, but not limited to, stone, siding, soffits, trim, fascia, shutters, paint, windows, decks, roofs, gutters, downspouts or patios appurtenant to the Unit.

A. The cost of reasonable repair and replacement of a Party Wall shall be shared by the Unit Owners on either side of the Party Wall equally. If a Party Wall is damaged or destroyed by fire or other casualty, any Unit Owner whose Unit abuts the Party Wall may restore it and look to contribution from the other Unit Owner. Nothing in this Section shall be

*Unit  
Maintenance*

*Unit Maint.  
Snow Removal  
(also see  
§ 21, 10.2)*

deemed to prejudice, however, the right of the restoring Unit Owner to a larger contribution under any rule of law regarding liability for negligent or willful acts or omissions. Any Unit Owner who through negligent or willful act causes the Party Wall to be exposed to the elements shall bear the entire cost of furnishing the necessary protection against such elements.

Section 10.2 Maintenance Obligations of Association. The Association shall maintain or provide for the maintenance of the Common Elements in good order and repair. The Association shall provide for all necessary landscaping and gardening, including mowing, to properly maintain and periodically replace when necessary the trees, plants, grass and other vegetation in the Common Elements. The Association shall be responsible for maintaining the entire Storm Water Management System, including all surface and subsurface storm water facilities. In the event the Unit Owner fails to properly maintain and keep clear gutters and downspouts, the Association shall have the right, but not the obligation, to clean and maintain the gutters and downspouts on the exterior of any Unit and to charge the Unit Owner for such maintenance. The Association shall be responsible for snow removal from the common sidewalk servicing the Community. The Association shall be responsible for maintaining the entire bicycle path/walking trail easement area, except for only those portions within said easement area that are improved with a bicycle path/walking trail constructed by the Township. In the event the Township constructs any such bicycle path/walking trail, the Township shall be obligated to maintain only the area of the constructed path, and the Association shall be responsible for maintenance of the remainder of the easement area. The Association shall be responsible for the maintenance of any open space which is not dedicated to the Township. The Association shall provide for trash collection for Unit Owners and shall provide and maintain Community mail stations. The Association shall contract with a reputable propane gas supplier to supply and install underground propane storage tanks, lines, meters and appurtenances and to deliver gas and to maintain, repair and replace the underground tanks and pipelines and appurtenances as necessary. The cost of any such maintenance, repair and replacement shall be deemed a Limited Common Expense payable by the Units serviced by such underground propane gas tank or pipeline. 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. In the event any Unit Owner fails to maintain the exterior of a Unit, the Association may, but shall not be obligated to, undertake the maintenance of the exterior and may charge the Unit Owner for the cost of such maintenance as a Limited Common Expense, such charge to include a fifteen percent (15 %) administrative fee.

*Assoc.  
Maint.  
Responsibility*

*Snow  
Removal*

Section 10.3 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 XI

### INSURANCE

Section 11.1 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 applicable and reasonably available, property insurance on the Common Elements 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 Elements 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 Elements, the Association shall repair or replace the same from the insurance proceeds available. 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 11.2 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 Elements 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 Elements. Liability insurance shall include medical payments insurance.

Section 11.3 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 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 Permitted Mortgagee, and shall otherwise comply with the provisions of Section 5312 of the Act.

Section 11.4 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 11.5 Fidelity Bonds. The Association shall maintain blanket fidelity bonds 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 bond 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 bond which shall provide the same coverages as required of the Association. The fidelity bonds obtained shall cover the maximum funds that will be in custody of the Association or its management agent at any time while the bond is enforced. In addition, the fidelity bond 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 bond 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 bond can be cancelled or substantially modified for any reason.

Section 11.6 Waiver and Release. Subject to the provisions of this Article XI, 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 Elements, the Units or to any personal property located in the Units or Common Elements, caused by fire or other casualty or any act or omission of any such part), 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 11.7 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 Elements. 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 Elements, with any excess being retained by the Association.

*optional  
Full Ins.  
Coverage*

Section 11.8 Insurance Maintained by Unit Owners. Unless the Association undertakes to maintain all risk insurance pursuant to Section 11.7 above, each Unit Owner will be responsible for the purchase and payment of insurance to protect on a so-called "all risk" basis of his Unit, any improvement made to his Unit, his own personal property, and all personal liability not provided for above.

*H.O.*

No Unit Owner shall do or permit any act which would void or impair the coverage afforded by any policies held by the Association or would result in an increase in the premium

therefor; and any Unit Owner so doing, or permitting any such act shall be liable to the Association for any such increase which shall be assessable as a Common Expense exclusively against such Unit Owner pursuant to the assessment provisions of this Declaration.

## ARTICLE XII

### 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 his 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 Elements 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 Elements 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 additional land to the Property 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 Elements 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 therefor 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.

### ARTICLE XIII

#### LIMITATION OF LIABILITY

Section 13.1 Limited Liability of the Executive Board. The Executive Board, and its 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 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, or the Executive Board;

B. Shall not be liable to the Unit Owners as a result of the performance of the Executive Board members' duties for any mistake of judgment, negligence or otherwise, except for the Executive Board members' 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 members' 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 his tenants, employees, agents, customers or guests in a Unit, or in or on the Common Elements, except for the Executive Board members' 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 members' 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 members as a result of or by virtue of their performance of their duties, except for the Executive Board members' own willful misconduct or gross negligence.

Section 13.2 Indemnification. Each member of the Executive Board, in his capacity as an Executive Board member, officer or both, shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him in connection with any proceeding in which he may become involved by reason of his being or having been a member and/or officer of the Executive Board, or any settlement of any such proceeding, whether or not he is an Executive Board member, officer or both at the time such expenses are incurred, except in such cases wherein such Executive Board member and/or officer is adjudged guilty of willful misconduct or gross negligence in the performance of his 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 he is 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 member and/or officer had no reasonable cause to believe his conduct was unlawful. The indemnification by the Unit Owners set forth in this Section 13.2 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 member and/or officer may be entitled as a matter of law or agreement or by vote of the Unit Owners or otherwise.

Section 13.3 Defense of Claims. Complaints brought against the Association, the Executive Board 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 13.4 Insurance. The Executive Board shall obtain insurance to satisfy the indemnification obligation of the Association and all Unit Owners set forth in Section 13.2 above, if and to the extent available.

#### 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.

Section 14.2 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. The Community may be terminated only by the vote of ninety (90%) percent of all Unit Owners.

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. As long as there is a Class B membership, 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 Elements, dedication of Common Elements, amendment of the Declaration, Articles of Incorporation and the Bylaws.

C. Until such time as all the Units within the Community have been conveyed by the Declarant, the Declarant reserves the right to amend the Plans without consent of the Executive Board or the Association. No such amendment by Declarant shall have any effect upon the rights of any Unit Owner holding ownership by deed, or other means of conveyance at the time of amendment by the Declarant.

Section 14.3 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 at least Fifty-one percent (51 %) of the votes of 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 the Community (except for termination as a result of a taking of all the Units by eminent domain) or (2) abandoning, selling or transferring the Common Elements. The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements shall not be deemed to be a transfer within the meaning of this Section. Without limiting the generality of the foregoing, this Declaration may be amended, without the prior written approval of holders of first mortgages, for the purpose of and to the extent necessary for, conveyance of the private road known as "Carriage Lane" to the Township.

Section 14.4 Rights of Declarant. No change, modification or amendment which affects the rights, privileges or obligations of the Declarant shall be effective without prior written consent of the Declarant.

Section 14.5 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 Mortgages, 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 (a) Until the sixtieth (60th) day after the conveyance of eight (8) of the Units to a Unit Owner other than Declarant, Declarant shall have the right to appoint and remove any and all officers and members of the Executive Board. Declarant may not unilaterally remove any members of the Executive Board elected by Unit Owners other than Declarant.

15.1.1 Not later than sixty (60) days after the conveyance of eleven (11) of the Units to a Unit Owner other than 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 the recording of this Declaration, or (ii) one hundred twenty (120) days after twenty-two (22) of the Units 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 (3) member Executive Board.

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

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 or the Township 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 Unit 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 Elements. 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 Unit 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. The Declarant will supply a copy of the Declaration to every person purchasing from the Declarant prior to the execution of an Agreement of Sale.

TELVIL CORP.

By: John W. Smith

Attest: Ryan J. Henderson

COMMONWEALTH OF PENNSYLVANIA :  
: COUNTY OF MONTGOMERY :

On this, the 6<sup>th</sup> day of July, 2000, before me, a Notary Public in and for the Commonwealth and County aforesaid, the undersigned officer, personally appeared JOHN GARIS & BRYAN HUNSEFER, who acknowledged himself/herself to be the PRESIDENT & SECRETARY of TELVIL CORP., a Pennsylvania corporation, 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

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

Tina M. Burisky  
Notary Public

Notarial Seal  
Tina M. Burisky, Notary Public  
Lower Salford Twp., Montgomery County  
My Commission Expires Feb. 3, 2003  
Member, Pennsylvania Association of Notaries

EXHIBIT "A"

ALL THAT CERTAIN parcel of ground with the improvements thereon, South of Harleysville Souderton Pike (SR-0113) East of Gruber Road (T-378) situate in Lower Salford Township, Montgomery County, Pennsylvania, being shown on the final plan of "Carriage Crossing" prepared by Ludgate Engineering Corporation Plan No. D-7801699 and being more fully bounded and described as follows to wit:

BEGINNING at a point marking the intersection of the centerline of Harleysville Souderton Pike, with the centerline of Gruber Road; thence extending along the centerline of Harleysville Souderton Pike North 50 degrees 09 minutes 59 seconds East 364.99 feet to a point; thence South 39 degrees 36 minutes 01 seconds East 48.93 feet to a point in the right-of-way line of Harleysville Souderton Pike; thence along said right-of-way line North 49 degrees 53 minutes 00 seconds East 225.27 feet to a point a corner of lands of Robert and Linda Helmick; thence along lands of Helmick the following two courses and distances: (1) South 62 degrees 34 minutes 04 seconds East 309.10 feet to a point; and (2) North 49 degrees 53 minutes 00 seconds East 150.00 feet to a concrete monument in line of lands of Sandra Alderfer; thence along lands of Alderfer South 32 degrees 07 minutes 47 seconds East 180.07 feet to an iron pin a corner of lands of William and Joyce Fretz; thence along lands of Fretz the two following courses and distances: (1) South 49 degrees 05 minutes 42 seconds West 149.03 feet to an iron pin and (2) South 32 degrees 16 minutes 04 seconds East 60.19 feet to a planted stone a corner of lands of Arlan and Alda Kratz; thence along lands of Kratz South 47 degrees 24 minutes 04 seconds West 315.55 feet to a planted stone a corner of lands of Larry and Judith Gerhart; thence along lands of Gerhart and lands of Brigita DeWolf North 40 degrees 00 minutes 40 seconds West 294.29 feet to a point a corner of lands of DeWolf; thence along lands of DeWolf South 50 degrees 10 minutes 00 seconds West 368.85 feet to a point in the centerline of Gruber Road; thence extending in the centerline of Gruber Road North 38 degrees 34 minutes 01 seconds West 294.07 feet to the point and place of Beginning.

CONTAINING 6.85 Acres.

BEING COUNTY PARCELS #50-00-00982-003 and #50-00-00979-20-4.

BEING THE SAME PREMISES which Mary Kemmerer, widow, by Deed dated June 26, 2000, and recorded in Montgomery County in Deed Book 5321, page 1666, granted and conveyed to Telvil Corporation, a PA corporation, in fee.

AND BEING THE SAME PREMISS which Robert C. Alderfer, Charles C. Alderfer, Paulette C. Fly and David C. Alderfer, by Deed dated June 27, 2000, and recorded in Montgomery County in Deed Book 5321, page 1661, granted and conveyed to Telvil Corporation, a PA corporation, in fee.

EXHIBIT "B"

EXCEPTIONS

1. Any encroachments, easements, measurements, variations in area or content, party walls or other facts which a correct survey of the premises would show.
2. Roadways streams or easements, if any, not shown by the public records, riparian rights and the title to any filled-in lands.
3. Public and private rights in and to that portion of the premises lying in the bounds of Route 113 and Gruber Road.
4. Rights granted to Philadelphia Electric Company as more particularly set forth in Deed Book 3230, Page 333.
5. Agreement as in Deed Book 3329, Page 495.
6. Condemnation by the Commonwealth of Pennsylvania, Department of Transportation filed as of CP-75-16351 and recorded in Deed Book 4061, Page 208.
7. Notes and conditions as listed on Plan of Subdivision prepared by Ludgate Engineering for Telvil Corp., dated July 8, 1999, recorded \_\_\_\_\_.
8. Declaration of Covenants and Restriction for Carriage Crossing Homeowners Association, dated July 6, 2000, recorded July 24, 2000.
9. Easement of a Party Wall.

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

**THIS FIRST AMENDMENT TO DECLARATION OF CARRIAGE CROSSING PLANNED COMMUNITY** (“Amendment”) is made as of the 15th day of April, 2008, by the **CARRIAGE CROSSING HOMEOWNERS ASSOCIATION**, a Pennsylvania not-for-profit corporation, with an address at 528 Main Street, Suite 101, Harleysville, PA 19438 (the “Association”).

**RECITALS**

WHEREAS, pursuant to the Declaration of Carriage Crossing Planned Community dated July 6, 2000, recorded on July 24, 2000 in the Office of the Recorder of Deeds in and for Montgomery County, Pennsylvania at Deed book 5324; Page 0937, et seq. (the “Declaration”), the Telvil Corp. created the Carriage Crossing Planned Community (the “Community”) and submitted the property more fully described on the meets and bounds legal description attached hereto as Exhibit “A” (the “Property”) 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”);

WHEREAS, Section 14.2 of Article XIV of the Declaration permits the Declaration to be amended by vote of the Unit Owners holding sixty-seven percent (67%) of the allocated votes in the Association;

WHEREAS, by ballot vote held on April 1, 2008, Unit Owners representing 67% of the allocated votes of the Association voted to amend Section 6.1.7 of Article VI of the Declaration as more fully set forth herein;

NOW THEREFORE, WITNESSETH:

1. Article VI, Section 6.1.7. Article VI, Section 6.1.7 of the Declaration is hereby deleted in its entirety and replaced by the following:

“6.1.7 Accessory Structures. No garage may be converted into living space. Unit Owners may use garages for storage, whether or not such storage prevents a vehicle from being parked within such garage. Vehicles must be parked in the driveways adjacent to the Units or in the parking lot of the Community. No exterior storage sheds, above-ground swimming pool or other buildings or improvements shall be placed on the Property, either temporarily or permanently. No outdoor clothes lines, swing sets or any other structure which remains for more than twenty four (24) hours are permitted in the front yard or rear yard on any Unit. Outdoor furniture may be placed on the deck to the rear of each Unit. Any deck to be constructed appurtenant to a Unit shall be subject to review by the Architectural Committee and shall be subject to the requirements of the Township Zoning Ordinance. No deck or patio or other outdoor structure may be placed beyond the outdoor living setback lines as shown on the Plan.”

2. Ratification. Except to the extent specifically modified herein, the Declaration shall continue in full force and effect and is hereby ratified and confirmed in all respects.

3. Recording. This First Amendment shall be recorded in the office of the Recorder of Deeds in and for Montgomery County, Pennsylvania.

4. Governing Law. This Amendment shall be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, and intending to be legally bound, the Association has caused this First Amendment of Declaration to be executed by its duly authorized officers as of the day and year first above written.

**CARRIAGE CROSSING HOMEOWNERS  
ASSOCIATION**

Attest:

_____	By: _____
Name:	Name: Karen Kerr
Title:	Title: President



COMMONWEALTH OF PENNSYLVANIA :  
:SS.  
COUNTY OF :

On this, the \_\_\_ day of \_\_\_\_\_, 2008, before me, a Notary Public in and for the Commonwealth of Pennsylvania, personally appeared Karen Kerr who acknowledged herself to be the duly appointed President of the **CARRIAGE CROSSING HOMEOWNERS ASSOCIATION**, and that she as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the company by herself as President.

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

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

EXHIBIT "A"  
Legal Description

Dear Residents,

The results of the ballots for amendments to the Declarations have been returned and tallied. Eighteen out of twenty-two households replied. The amendment concerning on-street parking was defeated. From now onward, cars must be park in garages, driveways adjacent to owners' units, or in the parking lot during overnight hours. Only if the lot is full will on-street parking be permitted overnight.

The amendment referring to trash receptacles being left out indefinitely was soundly defeated. That rule stands as originally stated. Trash receptacles must be removed after pick-up the day of said pick-up and shall be stored in the garage of the Unit.

The amendment concerning garage storage has been carried. The Declarations and Rules and Regulations will be amended to read that "garages may be used for storage and need not be able to house a vehicle. Overflow parking must park in driveways or in the parking lot. Converting a garage into living space, however, is prohibited."

A resident suggested that the Board not consider non-responses and thus adjust the number of votes required to change the Declarations. However, the Declarations clearly require that a change to the Declarations must be approved by 67% (15) of *all residents*. For general information, neither the parking nor trash receptacle amendment received 67% (twelve) of the eighteen votes returned.

The warning and fining system as stated in the Rules and Regulations will be enforced commencing immediately. The Board thanks all of you who responded for your interest and cooperation. An amended copy of the Declarations and Rules and Regulations of the Carriage Crossing Community will be distributed to the residents in the near future. A copy of the amendment will be sent to Lower Salford Township for their approval.

# Carriage Crossing Homeowners Association

c/o Star Property Management, Inc.

P.O. Box 772

Warrington, PA 18976-0772

Phone: 215-873-5100 \* Fax: 267-483-5695

starproperty@comcast.net

## Resolution for Capital Contribution

As of June 19, 2008, the Capital Contribution for each new homeowner (buyer) will be \$1,500.00.

This sum shall be paid at settlement, by the buyer, and such funds shall be delivered to the association in less than fifteen (15) days after the day of settlement.

This resolution is adopted this 21st day of June, in the year 2008, and signed by the present Executive Board of Directors as listed below:

Karen Kerr, President  
Karen Kerr, President

6/21/08  
Date

Myra Kovacs, Secretary  
Myra Kovacs, Secretary

6/21/08  
Date

Eadie Fay, Treasurer  
Eadie Fay, Treasurer

6/21/08  
Date