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FOXWOOD TRAIL

DECLARATION OF PLANNED COMMUNITY

NEWMAN HOLDINGS, LLC, a Pennsylvania limited liability company, currently maintaining a principal place of business address at 308 West Solomon Court, Zelienople, PA 16063, (“Declarant”) hereby makes this Declaration of Planned Community (the “Declaration”) with respect to certain real estate described herein.

RECITALS

WHEREAS, Declarant is the owner of approximately 45.847 acres of real property situate in the Township of Jackson, Butler County, Pennsylvania, contained within the Foxwood Trails Residential Development – Phase 1 plan, which plan is recorded at Instrument No. 201910110020475 and at Plan Book Volume 381, Page 40-41 in the Office of the Recorder of Deeds of Butler County, Pennsylvania (the “Phase 1 Plan”); and

WHEREAS, Declarant desires to create a planned community to be known as “Foxwood Trail” (the “Planned Community”); and

WHEREAS, Declarant contemplates that the real property contained within the Phase 1 Plan and within the Foxwood Trails Residential Development – Phase 2 plan, which plan is recorded at Instrument No. 201910110020476 and at Plan Book Volume 381, Page 42-43 in the Office of the Recorder of Deeds of Butler County, Pennsylvania (the “Phase 2 Plan”), shall be a part of the Planned Community; and

WHEREAS, Declarant desires to develop the Planned Community in phases and is required to submit applications for final plan approval of each phase of the PRD by the end of the month of the approved schedule; and

WHEREAS, it is contemplated that the Phase 1 of the Planned Community shall consist of thirty-two (32) buildable single family lots, two (2) fifty (50’) foot road rights of way to be known as Woodsman Ridge Drive and Bengal Fox Court (unless and until such time as such streets are dedicated to and accepted by the Township of Jackson), utilities, a sanitary pump station and access road, and appurtenant open spaces and stormwater management facilities (unless and until such time, if any, as the facilities are dedicated to and accepted by the Township of Jackson or municipal authority responsible for the operation and maintenance of stormwater management facilities in the Township), as designated on the Plan; and

WHEREAS, it is contemplated that the Phase 2 of the Planned Community shall consist of twenty-four (24) buildable single family lots, two (2) fifty (50') foot road rights of way to be known as Woodsman Ridge Drive and Blacktail Deer Lane (unless and until such time as such streets are dedicated to and accepted by the Township of Jackson), utilities, and appurtenant open spaces and stormwater management facilities (unless and until such time, if any, as the facilities are dedicated to and accepted by the Township of Jackson or municipal authority responsible for the operation and maintenance of stormwater management facilities in the Township), as designated on the Plan; and

WHEREAS, subsequent phases may be developed on all or portions of the Convertible Real Estate (as hereinafter defined); and

WHEREAS, subsequent phases may also be developed within the Additional Real Estate (as hereinafter defined) which may be added to the Planned Community, and one or more roads in the Planned Community may be extended to provide access to such Additional Property; and

WHEREAS, in connection with the development of the Planned Community, certain improvements will be made by Declarant with respect to the Planned Community, which improvements include utilities, stormwater management facilities, a sanitary pump station and access drive, monument entry signs, and other various improvements; and

WHEREAS, Declarant hereby declares that the Planned Community shall be held, improved, maintained, sold, and conveyed subject to the following easements, covenants, conditions, and restrictions, which are for the purpose of protecting the value and desirability of the Planned Community, which shall run as a covenant with the land as to all real property subject to this Declaration, which shall be binding on all parties having any right, title or interest in the Planned Community or any part thereof, and their heirs, successors, and assigns, and which shall inure to the benefit of each Owner, as hereinafter defined, and the Township.

NOW THEREFORE, Declarant hereby declares the following easements, covenants, conditions, and restrictions affecting the Planned Community, with the intent to be legally bound hereby.

ARTICLE I
SUBMISSION

Declarant hereby makes the Planned Community subject to the following easements, covenants, conditions, reservations and restrictions. It is the intent of the Declarant that the Planned Community subject to this Declaration shall constitute a "Planned Community" as that term is defined in the Pennsylvania Uniform Planned Community Act, 68 Pa.C.S. §§5101, et seq. (the "Act").

ARTICLE II
DEFINITIONS

2.1 “Additional Real Estate” shall mean all or any portion of those certain properties located adjacent or near to the Planned Community and identified in Section 10.1 of this Declaration that may be added to the Planned Community in accordance with the Act or provisions hereof.

2.2 “Approved Builder” shall mean any person or entity improving the Planned Community, only as set forth in Article VIII of this Declaration.

2.3 “Association” shall mean and refer to the Foxwood Trail Homeowners’ Association, a not for profit corporation, its successors and assigns, formed for the purposes of, but not limited to, ownership and operation of the Common Elements of the Planned Community.

2.4 “Common Elements” shall mean all real and personal property located within the Planned Community to be maintained, repaired and/or replaced by the Association for the common use or enjoyment of the Members of the Association, including “Common Facilities” and “Controlled Facilities”, including open space as designated on the Plan, including Parcel OS-1, Parcel OS-2, and Parcel OS-3, Parcel B, all monument entry signs, all drainage easements, all conservation areas, all wetlands, all preservation easements, all bufferyards, all cluster mailbox areas and related lighting, all monument easements and all streets and stormwater management facilities (unless and until such time, if any, they are dedicated to and accepted by the Township or, in the case of the stormwater management facilities, a municipal authority responsible for the operation and maintenance of stormwater management facilities in the Township). Notwithstanding anything to the contrary, this definition shall not be amended without the Township’s prior written consent.

2.5 "Common Expenses" shall mean as defined herein and in the Act.

2.6 "Common Facilities" shall mean as defined herein and in the Act.

2.7 “Controlled Facilities" shall mean as defined herein and in the Act.

2.8 “Convertible Real Estate” shall mean any portion of the Planned Community identified in Section 9.1 of this Declaration within which additional Lots, limited common facilities, and limited controlled facilities may be located.

2.9 “Declarant” shall mean and refer to Newman Holdings LLC and its successors and assigns. The term “Declarant” does not include any other parties or entities unless Special Declarant Rights are transferred through a signed and recorded instrument pursuant to the requirements of Section 5304 of the Act and as set forth in Article XI herein. The term “Declarant” shall not include any Approved Builder(s).

2.10 "Declaration" shall mean this Declaration of Planned Community for Foxwood Trails, a planned community, as the same may be amended from time to time pursuant to the terms hereof.

2.11 "Lot" shall mean and refer to those Lots, as shown on the Plan, intended for individual ownership on which a dwelling is to be constructed, including Lots which may be located in or added to the Planned Community in accordance with the terms hereof.

2.12 "Management Company" shall mean and refer to any third party management company which the Declarant or Executive Board may elect to employ to act on its behalf in the performance of all duties other than policy-making duties, acquiring property, opening bank accounts and borrowing money.

2.13 "Member" shall have the meaning described in Section 5.1.

2.14 "Mortgage" shall mean and refer to a permanent or construction mortgage, including any collateral security documents executed in connection therewith, secured by a mortgage on the Planned Community or any part thereof.

2.15 "Mortgagee" shall mean and refer to a beneficiary or holder of a Mortgage.

2.16 "Owner" shall mean and refer to the Declarant or such other person(s) or entity(ies) which holds record title to one or more Lots in the Planned Community. The term does not include a person(s) or entity(ies) having such interest merely as security for performance of an obligation.

2.17 "Phase 1" shall mean Lots 101 through 132, inclusive, and the Common Elements within Phase 1 as shown on the Phase 1 Plan as well as the streets shown on the Plan.

2.18 "Phase 2" shall mean Lots 201 through 224, inclusive, and the Common Elements within Phase 2 as shown on the Phase 2 Plan as well as the streets shown on the Plan.

2.19 "Phase 1 Plan" shall mean and refer to the Foxwood Trails Residential Development – Phase 1 plan, which is recorded at Instrument No. _____ and at Plan Book Volume _____, Page _____ in the Office of the Recorder of Deeds of Butler County, Pennsylvania, as the same may be amended from time to time.

2.20 "Phase 2 Plan" shall mean and refer to the Foxwood Trails Residential Development – Phase 2 plan, which is recorded at Instrument No. _____ and at Plan Book Volume _____, Page _____ in the Office of the Recorder of Deeds of Butler County, Pennsylvania, as the same may be amended from time to time.

2.21 “Plan” shall mean and refer to the Phase 1 Plan and the Phase 2 Plan, as the same may be amended from time to time.

2.22 “Planned Community” shall mean and refer to the planned community created pursuant to this Declaration of Planned Community, which includes Phase 1, Phase 2, any subsequent phases as and when created, the Common Elements of Foxwood Trails, and any Additional Real Estate that may be added to the Planned Community.

2.23 “Township” shall mean the Township of Jackson, located in Butler County, Pennsylvania. Notwithstanding anything to the contrary, this definition shall not be amended without the Township’s prior written consent.

2.24 “Withdrawable Real Estate” shall mean any real estate that may be withdrawn from the Planned Community.

ARTICLE III
EASEMENTS

3.1 General

(a) All easements, restrictions, reservations and building lines affecting the Planned Community and all Lots as shown on the Plan are incorporated herein by this reference hereto.

(b) The Planned Community is subject to the easements and licenses shown on or created by the Plan together with the improvements and appurtenances constructed within said easements.

(c) The Planned Community is subject to easements, licenses and other matters of record, including but not limited to those matters attached on Exhibit “A.”

3.2 Utility Easements. Declarant hereby reserves an easement on, over and under the Planned Community and all Lots created therein, in favor of the Declarant, appropriate utility and service companies and governmental agencies and authorities for such private or public utility service lines and equipment as may be necessary or desirable to serve any portion of the Planned Community. The easements created in this Section shall include, without limitation, rights of the Declarant, governmental agencies or authorities to install, lay, maintain, repair, relocate and replace gas lines, pipes and conduits, water mains and pipes, sewer and drain lines, telephone wires and equipment, television equipment and facilities (cable or otherwise), electric wires, conduits, equipment, ducts and vents, over, under, through, along and on the Planned Community. Declarant grants any Approved Builder the right to use such easements as necessary for the construction of improvements on Lots in the Planned Community.

No storm sewers, sanitary sewers, electrical lines, water lines, cable or internet connections, or other utilities may be installed or relocated in the Plan, except as may be approved by the Declarant, provided, however, this restriction shall not be applicable to any storm sewers, sanitary sewers or other utilities dedicated to and accepted by the Township or a municipal

authority. Notwithstanding anything to the contrary, this subparagraph may not be amended without the Township's prior written consent.

Should any entity furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, the Declarant shall have the right to grant such easement over the Planned Community without conflicting with the terms hereof. The easements provided for in this Article shall in no way adversely affect any other recorded easement on the Plan.

The Declarant shall have the power to dedicate portions of the Common Elements to the Township, or to any other local, state or federal governmental entity and/or any utility supplier at any time. The Township shall not be obligated to accept any dedication of the Common Elements.

3.3 Declarant's Easement to Correct Drainage. Declarant reserves an easement on, over and under those portions of the Common Elements and Lots for the purpose of maintaining and correcting drainage of surface water in order to maintain a reasonable standard 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 purpose, following which the Declarant shall restore the affected Common Elements and Lots as closely to their original condition as possible. Declarant grants the foregoing easement to correct drainage to any Approved Builder with respect to Lots in Foxwood Trail owned by such Approved Builder as required to maintain and correct drainage of surface water on Lots.

3.4 Declarant's Easement for Development of Planned Community. Declarant reserves an easement on, over and under those portions of the Common Elements for all purposes relating to the construction, development, leasing and sale of improvements in the Planned Community. This easement shall include, without limitation, the right of vehicular and pedestrian ingress and egress, the right to park motor vehicles, the right to engage in construction and marketing activities of any nature whatsoever, including the movement and storage of building materials and equipment, and the right to conduct sales, leasing and management activities, the maintenance of models and offices and the erection and maintenance of directional and promotional signs. Declarant grants any Approved Builder the right to use such easements as necessary for the construction of improvements on the Lots. With regard to the maintenance of models, sales offices and signs, Declarant grants to any Approved Builder the right to maintain models, sales offices, and signs under Section 5217 of the Act in the Planned Community, subject to the limitations and protections afforded pursuant to the provisions of Section 5301(e)(3) of the Act.

3.5 Easement for Use of Common Elements.

(a) Grant of Easement. Each Owner and each person lawfully on the Planned Community is hereby granted a non-exclusive perpetual right and easement of access to and enjoyment in common with others of the Common Elements.

(b) Extent of Easement. The rights and easements of access and enjoyment created hereby shall be subject to this Declaration and to the right of the Association to adopt Rules and Regulations governing the use of the Common Elements.

3.6 Easement for Reconstruction, Improvement, Repair or Maintenance of Common Elements and Controlled Facilities. Easements to permit the doing of every necessary and proper act by the Declarant and/or the Association to properly maintain the Common Elements, including Controlled Facilities, are hereby granted and established. These acts shall include, but not be limited to, entry upon, over and under the Lots or any part thereof, the right to use all necessary and usual equipment for the performance of such acts, the usual and common noise level associated with the use of such equipment, together with all the other common and usual activity associated with such activities. Declarant grants any Approved Builder the right to use such easements as necessary for the construction of improvements on Lots.

3.7 Easement for Encroachments and Relocation of Boundaries Between Lots. To the extent that any Lot or Common Element encroaches on any other Lot or Common Element, a valid easement for the encroachment exists and the Declarant is hereby released from liability for failure to strictly adhere to the Plan. The Declarant will be afforded the opportunity to file a correction to the Plan in order to properly reflect the location of Lots and Common Elements. Such amendment and correction may include the relocation of boundaries between adjoining Lots without the joinder of the Owners of such Lots or the joinder of the Association in the event such relocation of boundaries affects the Common Elements. The Declarant is hereby authorized to prepare and record plats or plans as necessary to show such altered boundaries between adjoining Lots and their dimensions and identifying numbers.

3.8 Easement for Ingress to and Egress from Additional Real Estate. In the event Declarant acquires any or all of the Additional Real Estate and such Additional Real Estate is not added to the Planned Community, the Additional Real Estate acquired by Declarant (whether owned by Declarant or Declarant's successors and assigns) shall have a perpetual easement in, across, over and through the roads of the Planned Community. One or more of the roads in the Planned Community, including but not limited to Blacktail Deer Lane, may be extended to permit access to and from such Additional Real Estate. If the Planned Community roads are used to access such Additional Real Estate, the owner or owners of the Additional Real Estate shall pay a proportional share of the costs of maintaining such roads until such time as the roads are dedicated to and accepted by the Township.

3.9 Stormwater Operations and Maintenance Agreement and Declaration of Easement. The Planned Community is subject to the easement(s) and license(s) referenced in or created by the Stormwater Operations and Maintenance Agreement and Declaration of Easement dated 8-21-2019 between the Township and Declarant recorded in the Office of the Recorder of Deeds of Butler County, Pennsylvania on 10-11-2019 Instrument No. 201910110020477

3.10 Conveyance of Open Space to Association. Upon transfer of Declarant's control of the Association in accordance with Section 12.2 of this Declaration, the Declarant shall grant and convey to the Association title to all open space in the Planned Community, as designated by

the Plan, by special warranty deed for no consideration. The Association shall operate and maintain such open space for their original use as open space.

3.11 Easement for Ingress and Egress to Bufferyards. The Declarant and the Association shall have a non-exclusive perpetual right and easement of access to all bufferyards in the Planned Community, including all bufferyards on Lots as indicated on the Plan, for the purpose of maintenance and repair to the bufferyards and the enforcement of this Declaration. The buffer slope enhancement area installed on and adjoining the full slopes of Lot 125 and Lot 132 as indicated on the Phase 1 Plan shall be dedicated as a conservation easement in favor of the Association in which the plantings shall be a common element to be maintained by the Association.

ARTICLE IV
MAINTENANCE AND RELATED EXPENSES RESPONSIBILITY

4.1 Association's Responsibility.

(a) The Association created by this Declaration shall be responsible for the maintenance, repair and replacement of the Common Elements, including any and all entry signs and pillars/monuments, conservation areas, wetlands, preservation easement areas, monument easements, Open Space, including Parcel OS-1, Parcel OS-2, and Parcel OS-3, Parcel B, sidewalks along road frontage of Common Elements, all bufferyards, all cluster mailbox unit areas and related lighting, if any, drainage easements, sanitary pump station and access road and easements for the same, and stormwater management facilities and easements for the same located within the Planned Community (until such time, if ever, such stormwater management facilities are dedicated to and accepted by the Township or a municipal authority responsible for the operation and maintenance of stormwater management facilities in the Township).

(b) In the event that the Declarant elects to permit the construction of a recreational area upon any of the Open Spaces, the Association shall be responsible for the maintenance, repair, and replacement of any such improvements.

(c) Until such time as the streets are dedicated to and accepted by the Township for public ownership and maintenance, snow removal, maintenance, repair, and replacement of streets will be provided by the Association and charged as a Common Expense to all Owners.

(d) The Association shall also be responsible for the payment of taxes and insurance on the Common Elements and for the Association's management and operational expenses.

(e) The Association's obligations to maintain, repair and replace stormwater facilities shall include maintaining, repairing, and replacing all items associated with stormwater facilities including but not limited to storm sewer basins/detention ponds located on Common Elements and on easements within the Planned Community or benefitting the Planned Community but located outside the Planned Community, if any. Upon approval of the permittee's notice of termination by the Department of Environmental Protection or by an authorized county conservation district, it shall be deemed that the Association or unit owner, as applicable, agree to and shall become

responsible for compliance with the stormwater management facilities' permit terms and conditions, including long-term operation and maintenance of post-construction stormwater best management practices in accordance with applicable requirements. The Declarant shall remain responsible for compliance with other obligations with respect to stormwater management facilities to the extent as may be required by the approved subdivision and land development plans or the Declaration until such time as the obligations of the Declarant may cease.

(f) It is presently contemplated that Declarant will construct a sanitary pump station on Parcel B and an access drive associated therewith. Upon completion, the sanitary pump station and access drive are to be maintained, repaired, and replaced by the Association (until such time, if ever, such sanitary pump station and access road are dedicated to and accepted by the Township or a municipal authority responsible for the operation and maintenance of sanitary sewage facilities in the Township).

(g) The Association shall be responsible for maintenance, repair and replacement of all Cluster Mailbox Units and related lighting, if any, in the Planned Community.

(h) The Association shall maintain, repair, reconstruct, and replace all Common Elements in accordance with the requirements of applicable law, Township ordinances, the Township-approved development plans for the Planned Community, and the Stormwater Operations and Maintenance Agreement and Declaration of Easement executed between the Township and Declarant. Notwithstanding anything to the contrary, the Township is a third-party beneficiary of the covenants contained in this Declaration with respect to the obligation to maintain all Common Elements as such are related to and/or referenced in Township permits, approvals, and ordinances (including, but not limited to, stormwater management facilities and improvements), and the Township shall have the right to access these Common Elements in the event that any Unit Owner or the Association does not maintain and repair them, the right to undertake the required maintenance and repairs, and the right to assess the Owners and the Association for the costs and expenses thereby incurred by the Township, with the assessments to be placed on the applicable Owners as liens in accordance with Section 5319 of the Act in the event such costs are not reimbursed by the Association and/or Owners. Further, the Township shall have all rights of the Declarant granted by this Declaration for Township actions taken under this Section, including, but not limited to, rights related to assessments (Article VI) and enforcement (Articles VI and XI). Notwithstanding anything to the contrary, this Section shall not be amended without the Township's prior written consent.

(i) Lots in the Plan may include a bufferyard as indicated on the Plan, and no permanent or temporary structure may be erected or placed in the bufferyards shown on the Plan. The Declarant and the Association shall have the non-exclusive, perpetual right and easement of access to such bufferyards for the purpose of maintenance and repair to the bufferyards and the enforcement of this Declaration. The buffer slope enhancement area installed on and adjoining the fill slopes of lots 125 and 132 as indicated on the Plan shall be dedicated as a conservation easement in favor of the Association in a form approved by the Township Solicitor in which the plantings become a common element maintained by the Association. This section shall not be amended without the Township's prior written consent.

4.2 Individual Lot Owner's Responsibility. Otherwise, the maintenance, repair, and replacement of all improvements located on the Lot shall be the responsibility of the Owner. This shall include the obligation of Owners with individual driveways or sidewalks on Lots to maintain, repair and replace such driveways and sidewalks, including snow removal, and any repair or replacement necessitated by the removal of a driveway or sidewalk or portion thereof for purposes of repair or replacement of utility lines or facilities. Additionally, all storm sewers outside of the street right of way, functioning as roof drain collectors, shall be maintained by the individual Owner to whose Lot said collectors is appurtenant.

ARTICLE V
FOXWOOD TRAIL HOMEOWNERS ASSOCIATION

5.1 Membership. For the purpose of ownership and maintenance of the Common Elements and all common community services of every kind and nature required or desired within the Planned Community for the general use and benefit of all Owners, each and every Owner, in accepting a deed or contract for a Lot in the Planned Community, agrees to and shall be subject to the terms and conditions and obligations and duties of this Declaration and of any Bylaws and Rules and Regulations of the Association. The Members of the Association shall be the Declarant and all Owners. With respect to the affairs of the Association, the Owner of each Lot shall have one vote, except that no votes allocated to a Lot owned by the Association may be cast.

5.2 Succession. Upon the transfer of Declarant's control of the Association in accordance with Section 12.2 of this Declaration, the Association shall succeed to the position of the Declarant with respect to the provisions of these covenants, conditions, reservations and restrictions, and the term "Declarant" herein shall then mean the "Association."

5.3 Powers of the Association. The Association shall have the following powers:

- (a) To adopt and amend Bylaws and Rules and Regulations.
- (b) To adopt and amend budgets for revenues, expenditures and reserves and collect assessments for Common Expenses from the Members.
- (c) To hire and terminate managing agents and other employees, agents and independent contractors.
- (d) To institute, defend or intervene in litigation or administrative proceedings in its own name on behalf of itself or two or more Members on matters affecting the Association or Planned Community.
- (e) To make contracts or incur liabilities.
- (f) To regulate the use, maintenance, repair, replacement and modification of the Common Elements.

- (g) To cause additional improvements to be made to the Common Elements.
- (h) To acquire, hold, encumber and convey in its own name any right, title or interest to real or personal property, provided, however, that the Common Elements may be conveyed or subjected to a security interest only in accordance with the provisions of §5318 of the Act.
- (i) To grant easements, leases, licenses and concessions through or over the Common Elements; provided, however, that any exercise of such power which would materially impair the quiet enjoyment of a Member shall require the prior written approval of the affected Member.
- (j) To impose and receive payments, fees or charges for the use, rental or operation of the Common Elements.
- (k) To impose charges for late payment of assessments and, after notice and an opportunity to be heard, levy reasonable fines for violations of this Declaration and the bylaws and rules and regulations of the Association.
- (l) To impose reasonable charges for the preparation and recording of amendments to this Declaration, and for resale certificates required by the Act.
- (m) To provide for the indemnification of its officers and Executive Board and to maintain directors' and officers' liability insurance.
- (n) To exercise any other powers conferred by the Act, this Declaration or the Bylaws of the Association.
- (o) To exercise all other powers that may be exercised in the Commonwealth of Pennsylvania by legal entities of the same type as the Association.
- (p) To exercise any other powers necessary and proper for the governance and operation of the Association.

5.4 Executive Board. Not later than the termination of any period of Declarant control in accordance with Section 12.2 of this Declaration, the Members shall elect an Executive Board of at least three (3) members. The Executive Board shall elect the officers of the Association. The members of the Executive Board and the officers shall take office upon election. The Executive Board shall not have power to determine the qualifications, powers and duties or terms of office of the members of the Executive Board, but it may fill vacancies in its membership for the unexpired portion of any term. The Members, by a two-thirds (2/3) vote of all persons present and entitled to vote at any meeting of the Members at which a quorum is present, may remove any

member of the Executive Board with or without cause, other than a member appointed by the Declarant.

- 5.5 Bylaws. The Bylaws of the Association shall provide for all of the following:
- (a) The number of members of the Executive Board and the titles of the officers of the Association.
 - (b) Election by the Executive Board of a President, Treasurer, Secretary and any other Officers of the Association the Bylaws specify.
 - (c) The qualifications, powers and duties, terms of office and manner of electing and removing members of the Executive Board and officers and filling vacancies.
 - (d) Which, if any, of its powers the Executive Board or officers may delegate to other persons or to a managing agent.
 - (e) Which of its officers may prepare, execute, certify and record amendments to this Declaration on behalf of the Association.
 - (f) The method of amending the Bylaws.

Subject to the provisions of this Declaration and the Act, the Bylaws may provide for any other matters that the Association deems necessary and appropriate.

ARTICLE VI

BUDGETS; COMMON EXPENSES; ASSESSMENTS AND ENFORCEMENT

6.1 Budgets: Capital Expenditures. The Executive Board shall adopt a budget for revenues, expenditures and reserves at least annually for the Planned Community. The Executive Board shall deliver to all Members copies of each budget approved by the Executive Board and notice of any capital expenditure approved by the Executive Board promptly after such approval. The Members, by affirmative vote of sixty percent (60%) of all Members, pursuant to procedures applicable to voting by members of the Association as set forth in the Bylaws of the Association, may reject any budget or capital expenditure approved by the Executive Board within thirty (30) days after approval.

6.2 Annual Assessments. All Common Expense assessments made in order to meet the requirements of the Association's annual budget shall be deemed to be adopted and assessed on an annual basis and shall be due and payable in such installments as the Executive Board shall establish. Each Lot created within the Planned Community shall be responsible for its pro-rata share of the Common Expenses, in addition to any Limited Common Expenses and Special Assessments and reserves as hereinafter defined as same may relate to such Lot, determined by

dividing the number 100 by the number of Lots having individual separate ownership existing within the Planned Community from time to time (which share shall be adjusted with the location or creation of any Lots within the Convertible Real Estate or Additional Real Estate). The obligation to pay Common Expenses that benefit fewer than all of the Lots shall be assessed exclusively against the Lots benefited on an equal basis. Declarant shall be responsible for all costs of the Association until such time as the Executive Board of the Association establishes an assessment against Lots. For assessment purposes, a Lot is deemed to be created, and thus subject to the payment of assessments, only upon issuance of an occupancy permit for that Lot or possession of such Lot, whichever first occurs. Declarant shall not be assessed on unsold Lots that have not yet been created, but shall only be responsible for any actual costs incurred by the Association with respect to such Lots to which Declarant holds title on an equal basis with Lots that are sold and occupied. For purposes of this calculation, the charge to Declarant shall not include a share of the Common Expenses attributable to property damage insurance costs, any recreational area costs, or any item or amenity from which such unoccupied Lot has not yet obtained a benefit.

6.3 Assessments for Limited Common Expenses and Special Assessments. The Executive Board may adopt assessments for Limited Common Expenses relating to the repair, maintenance and replacement of Limited Common Elements which shall be due and payable in one or more installments as determined by the Executive Board. Also, the Executive Board may adopt special assessments relating to the repair, maintenance and replacement of the Common Elements, which Special Assessments shall be due and payable in one or more installments as determined by the Executive Board. Special Assessments may be subject to special allocation in accordance with the Act.

6.4 Capital Improvement Fee Collected Upon Sale and Resale. In accordance with and subject to Section 5302(a)(12) of the Act, as amended, and subject to the right of the Executive Board to determine otherwise, the Association shall collect from each Lot owner upon the purchase of any Lot (including the initial sale and resale), at the time of closing, a Capital Improvement Fee, in the amount of \$250.00. This amount shall be in addition to, and not in lieu of, the assessments otherwise levied on the Lot and shall not be considered an advance payment of any portion thereof. The contribution to the Capital Improvement Fund shall be collected at the closing on any transfer of a Lot and shall constitute a lien against the Lot until collected and paid to the Association. The monies so collected shall be deposited and maintained in a separate account for the benefit of the Association, shall be used only for new capital improvements or the replacement of existing Common Elements and shall not be expended for operation, maintenance or other expenses. Notwithstanding the above, and in accordance with Section 5302(a)(12) of the Act, as amended, a capital improvement fee shall not be imposed upon any builder or other person who acquires a Lot consisting of unimproved real estate and signs and delivers to the Association at the time of such builder's or other person's acquisition a sworn statement declaring the builder's or other person's intention to reconvey such Lot within eighteen (18) months of its acquisition and completes such conveyance within said eighteen (18) months.

6.5 Lien for Assessments, Fines and Interest. The Declarant, for each Lot owned by Declarant within the Planned Community, hereby covenants, and each Owner of any Lot by the acceptance of the deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association the Common Expense Assessments as charged and Limited Common Expense Assessments and Special Assessments as charged. The Association shall have a lien against each Lot for any Common Expense Assessments, Limited Common Expense Assessments, and Special Assessments levied against that Lot or fines imposed against that Member from the time the assessment or fine becomes due. Fees, charges, late charges, fines and interest charged under Sections 5.3(j), 5.3(k) and 5.3(l) of this Declaration and the reasonable costs and expenses of the Association, including legal fees, incurred in connection with collection of any sums due to the Association by a Member or enforcement of the provisions of this Declaration or the Bylaws, Rules or Regulations of the Association against a Member are collectable as assessments under this Section. Such assessments, together with interest, costs and reasonable attorney fees, shall also be a personal obligation of the person who was the Owner of the Lot at the time when such assessment fell due. Said Owner shall remain personally liable for delinquent assessments even if the Lot is conveyed to a new Owner, who shall not be personally liable for such delinquent assessment unless expressly assuming the obligation, notwithstanding the continuing lien against the Lot.

6.6 Limitation on Expenditures. All expenses, charges and costs of the maintenance, repair or replacement of the Common Elements, and any other expenses, charges or costs which the Association may incur or expend pursuant hereto, shall be approved by the Executive Board, and a written memorandum thereof prepared and signed by the Treasurer of the Association. There shall be no structural alterations, capital additions to, or capital improvements on the Common Elements (other than for purposes of requiring, replacing, and restoring portions of the Common Elements) requiring an expenditure in excess of Ten Thousand Dollars (\$10,000.00) without the prior approval of sixty percent (60%) of the members.

6.7 Reserve. Each annual budget for assessments of Common Expenses shall include an amount reasonably considered by the Executive Board to be sufficient as a reserve for replacements and contingencies. Extraordinary expenditures not originally included in the annual budget that may become necessary during the year may be charged first against such reserve, as the Executive Board shall determine. The Association shall have the right to segregate all or any portion of the reserve for any specific replacement or contingency upon such conditions as the Executive Board deems appropriate. The Association shall also have the right to apply any such reserve amounts to Common Expenses as the Executive Board deems appropriate; provided, however, that such maintenance or replacement assessments relating to specific Lots may not be reallocated to Lots that are not the subject of such specific maintenance and replacement accounts.

6.8 Association Records. The Association shall keep financial records sufficiently detailed to enable the Association to comply with §5407 of the Act. All financial and other records shall be made reasonably available for examination by any Member and authorized agents. Within one hundred and eighty (180) days after the close of its fiscal year, the Association shall prepare

annual financial statements consisting of at least a balance sheet and a statement of revenues and expenses for the Association. The cost of preparing the financial statements shall be a Common Expense. Each Member shall be entitled to receive from the Association, within thirty (30) days after submitting a written request to the Association, a copy of the annual financial statements and, if such financial statements are audited, reviewed or compiled by an independent certified public accountant or independent public accountant, a copy of the independent accountant's report on the financial statements. The Association may charge a fee not to exceed the cost of producing copies of records other than the financial statement.

6.9 Further Assessments. If any annual budget proves inadequate for any reason, including nonpayment of any Member's monthly assessments, or any nonrecurring Common Expense or any Common Expense not set forth in the annual budget as adopted, the Executive Board may at any time levy further assessments or special assessments. Such further assessments shall be payable over such period of time as the Executive Board may determine. The Executive Board shall serve notice of such further assessments on all Members by a statement in writing giving the amount and reasons therefore, and such further assessments shall become effective as determined by the Executive Board.

6.10 Surplus. Any amounts accumulated from assessments for Common Expenses and income from the operation of the Common Elements in excess of the amount required for actual Common Expenses and reserves for future Common Expenses as allocated by the Executive Board shall be credited to each Member in proportion to the share of Common Expenses payable by each such Member and further based upon such Members contribution to such excess. These credits shall be applied to the next assessments of Common Expenses due from each Member under the current fiscal year's budget, and thereafter, until exhausted.

6.11 Acceleration. If a Member is in default in the payment of the aforesaid charges or assessments for sixty (60) days, the Executive Board may, in addition to all other remedies set forth in this Declaration, accelerate all other assessments to become due for the fiscal year in which such default occurs.

6.12 Interest and Charges. All sums assessed by the Association against any Member that remain unpaid shall bear interest thereon at a rate determined by the Executive Board (but not more than fifteen (15%) percent per annum) from the thirtieth (30th) day following the due date for payment. Initially the interest rate on unpaid assessed amounts shall be eight percent (8%) per annum. Any delinquent Member shall also be obligated to reimburse (i) all expenses of the Association, including reasonable attorney's fees, incurred in the collection of the delinquent assessments by legal proceedings or otherwise; (ii) any amounts paid by the Association for taxes or on account of superior liens or otherwise to protect its liens, which expenses and amounts; together with accrued interest, shall be deemed to constitute part of the delinquent assessments and shall be collectible as such, subject to Section 6.2 above.

6.13 Independent Covenant. The obligation to pay assessments is a separate and independent covenant on the part of each Member. No diminution or abatement of assessments or set-off shall be claimed or allowed for any alleged failure of the Association or the Executive Board to take some action or perform some function required of it or for inconvenience or discomfort arising from the making of repairs or improvements or from any other action it takes.

6.14 Implementation. The Association shall adopt in its Bylaws such additional or other procedures and requirements as it deems necessary and desirable to implement the provisions of this Article VI, and to otherwise provide for the efficient fiscal operation and management of the Common Elements.

6.15 Violations and Assessments. If a Member violates any of the terms of this Declaration, the Declarant and/or the Association shall have the right to undertake correction of the violation and the costs incurred by Declarant and/or the Association in correcting such violation so shall be immediately due and payable by the Member in the form of an assessment.

6.16 Subordination to the Lien of Mortgages. The lien of the assessment, provided for herein, shall be subordinate to any first lien mortgage placed upon a Lot regardless of the date such assessment shall be imposed or become due. The sale or transfer of the Lot pursuant to or in lieu of mortgage foreclosure shall extinguish the lien of such assessment as to payment that became due prior to such sale or transfer. No such sale or transfer shall relieve such Owner or Lot from the obligation or liability for any assessments thereafter coming due or from the lien on any such subsequent assessments. Notwithstanding anything to the contrary, nothing herein shall impair the Township's priority for liens considered municipal claims.

ARTICLE VII
INSURANCE OF COMMON ELEMENTS

7.1 Coverages. The Association's duly authorized agent shall have the authority to and shall obtain blanket, all-risk, casualty insurance, if reasonably available, for all insurable improvements comprising the Common Elements. If blanket all risk coverage is not reasonably available, then at minimum an insurance policy providing fire and extended coverage shall be obtained. This insurance shall be in an amount sufficient to cover one hundred percent (100%) of the replacement cost of any repair or reconstruction in the event of damage or destruction from any insured hazard.

The Association shall also obtain comprehensive general liability insurance, including medical payments insurance, if reasonably available, covering the Common Elements and the Members for all damage or injury caused by the negligence of Association, or any of the Members or their agents arising out of or in connection with the use, ownership or maintenance of the

Common Elements. The general liability policy shall be in such amounts as the Executive Board may from time to time determine.

The Association shall obtain all insurance and comply with all provisions mandated by Section 5312 of the Act, and the Association shall obtain such other policies of insurance as are or shall hereafter be considered appropriate by the Executive Board.

7.2 Premiums. Premiums for all insurance on the Common Elements shall be paid by the Association and shall be a Common Expense. Such policies may contain a reasonable deductible, and in the case of casualty insurance, the amount thereof shall be added to the face amount of the policy in determining whether the insurance at least equals the full replacement cost. The deductible shall be paid by the Association.

7.3 Contracts. All insurance coverage obtained by the Association shall be written in the name of the Association as trustee for the respective benefited parties, as further identified in subsection (A) below. Such insurance shall be governed by the provisions hereinafter set forth:

(a) Exclusive authority to adjust losses under policies obtained by the Association shall be vested in the Association; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

(b) All policies on the Common Elements shall be for the benefit of the Declarant, the Association, the Members and Mortgagees, as their interest may appear, providing financing on the Common Elements.

(c) In no event shall the insurance coverage obtained and maintained by the Association hereunder be brought into contribution with insurance purchased by the Members, occupants, or their Mortgagees.

7.4 Workers Compensation. In addition to the other insurance required by this Article, the Association shall obtain worker's compensation insurance, if and to the extent required by law.

ARTICLE VIII **BUILDING AND USE AND ARCHITECTURAL RESTRICTIONS**

8.1 No Lot shall be used for any purpose other than for residential use, unless otherwise approved in writing by the Declarant and Township.

8.2 Approval of Building Plans and Builders:

(a) All building plans for improvements shall be approved in writing by the Declarant and the Township prior to commencement of any construction activities on a Lot.

- (b) Only builders who have been approved in writing by the Declarant (“Approved Builders”) are permitted to construct dwellings on Lots or make any other improvements on Lots or within the Planned Community.

8.3 Each and every Lot and any improvements erected thereon shall be maintained in a reasonable manner in accordance with the standard generally prevailing throughout the Planned Community. All laws, orders, rules, regulations, or requirement of any governmental agency having jurisdiction over any portion of the Planned Community shall be observed and complied with, by and at the expense of Owner.

8.4 No noxious or offensive activity shall be conducted or carried on upon any Lot, nor shall anything be done which may become an annoyance or a nuisance to the Planned Community.

8.5 Only mailboxes approved by the U.S. Postal Service shall be permitted. The location and design of mailboxes shall be approved by Declarant. A detail shall be provided and approved by the Township Zoning Officer for lighting provided at the mailboxes.

8.6 Outside parking areas other than driveways shall not be permitted with the exception of designated areas, if any, within public streets. The location of all driveways within the Planned Community shall be approved by Declarant. All driveways shall be constructed of asphalt or other materials approved by Declarant. Each driveway shall be of sufficient space to accommodate at least two parked vehicles.

8.7 No playhouse, treehouse, toolhouse, greenhouse, gazebo, or outbuilding or structure of any kind or type detached from a dwelling, or children’s play equipment or recreational equipment shall be constructed or placed on any Lot within the Planned Community without the approval of the Declarant or Executive Board as to size, design, materials, and location. The Declarant reserves the right to prohibit any of the same if, in the opinion of the Declarant, it would constitute a nuisance to owners of other Lots within the Planned Community. No such accessory structures shall be permitted in a front or side yard. Structures must conform to the dimensional setback requirements as set forth on the Plan and with applicable Township ordinances.

8.8 No swimming pool shall be permitted in a front yard or side yard. Swimming pools must conform to the dimensional setback requirements set forth on the Plan and with applicable Township ordinances. The construction of any swimming pool must have prior written approval of the Declarant or Executive Board. Only in-ground swimming pools shall be permitted.

8.9 No sign of any kind shall be erected, posted or displayed on any Lot except: (i) marketing signs installed by Declarant or an Approved Builder while actively marketing Lots for sale; (ii) street and identification signs installed by Declarant or the Association; (iii) one temporary sign installed by Lot Owner of not more than six (6) square feet in area advertising the Lot for sale or rent; and (iv) political signs in accordance with the Rules and Regulations established by the Association.

8.10 No Lot Owner, guest, licensee, invitee, or others shall discharge any toxic non-biodegradable substance into any stormwater sewer(s) or open drain ways. Such substances shall include but not be limited to: paint, oil, gasoline, any and all petroleum products, kerosene, paint thinner, anti-freeze and the like and any and all substances as defined by and as same is commonly understood by the Environmental Protection Agency or any office, agency or organization having jurisdiction over the same.

8.11 Open burning is not permitted on any Lot, except that outdoor fireplaces, grills, and chimneys may be used if equipped with fire screens to prevent discharging of embers or ashes.

8.12 No farm animals and no animals of any kind except for household pets such as dogs and cats shall be raised, bred or kept on any Lot. Household pets shall be limited in number so as to not cause a nuisance to residents or guests and may not be located there for commercial purposes. No household pets shall be housed outside of the dwelling on the Lot and no external cages, kennels and hutches shall be permitted. The Executive Board may adopt rules with regard to the number and types of pets permitted, deposits and disposition of animal waste and other matters related to pets. Pets shall not be permitted on the Common Elements unless accompanied by someone who can control them and unless carried or leashed.

8.13 No fences shall be permitted on any Lot unless approved as to height, location, materials and design by Declarant or Executive Board. All fences must comply with the current Rules and Regulations as adopted by the Association as well as all applicable Township ordinances. Underground electric fences for the purpose of effectively containing dogs or cats within a Lot are permitted without prior approval of Declarant.

8.14 Except in connection with construction activities, trucks, trailers and other large vehicles may be parked on a Lot only if in garages. No junk or derelict vehicles or other vehicles on which plates are not displayed shall be kept on any Lot. No owners or tenants shall repair or restore any vehicle of any kind upon any Lot visible from any street. Vehicles may not be parked overnight on the streets. No motorcycles, motorbikes, all-terrain-vehicles, go-carts, snowmobiles or motor-powered vehicles shall be operated on any Common Elements. Campers, recreational vehicles and boats may be parked in a driveway for a period not exceeding 48 hours in any one calendar month for the purpose of cleaning, loading or unloading. The Executive Board may adopt rules and regulations concerning the operation of vehicles in the Planned Community.

8.15 Except as required by law or the FCC regulations, no exterior antennas, satellite dishes, or antenna towers are permitted except upon the written approval of the Executive Board. All permitted antenna or satellite dishes shall be less than 18 inches in diameter and shall be located where it is not substantially visible from any street in a location approved by Declarant.

8.16 Dusk to dawn lamp posts which provide sufficient lighting shall be installed by Owner in the front of each Lot and maintained by the Lot Owner.

8.17 No lumber, material, bulk materials, refuse, or trash shall be kept, stored, or allowed to accumulate on any Lot except building materials during the course of construction of any approved structure.

8.18 Trash, garbage or other waste shall be kept in sanitary containers concealed from public view except on collection days and shall be disposed of in such manner as prescribed by the Rules and Regulations adopted by the Executive Board.

8.19 All valid laws, zoning ordinances and regulations of the Township and all governmental bodies having jurisdiction thereof shall be observed by the Owner. Any violations may be considered a violation of this Declaration. However, Declarant and the Association shall have no obligation to take action to enforce such laws, ordinances and regulations.

8.20 Except as set forth in this Declaration with regard to Lots owned by Declarant, no Lots may be further subdivided without the consent of the Declarant.

8.21 The finished living area for any dwelling shall contain not less than 2,000 square feet. No basement level (whether finished or unfinished) porch, attic or garage shall be included in square footage computation. All dwellings must have a two (2) car or larger garage.

8.22 All driveways, walks, and front stairs shall be constructed of poured in place concrete or asphalt. Each Lot shall have a public sidewalk running parallel to each street that abuts the Lot. The Owner (or his home builder) shall construct the required public sidewalk on owner's Lot. All sidewalks running parallel to a street must be of the same material and be maintained in accordance with the standard reasonably prevailing through the Plan.

8.23 All exterior architectural design, exterior finishes, exterior color schemes, roof shingles and exterior painting for any dwelling shall be of a quality, type and color that has been approved by Declarant. All dwellings constructed on any Lot shall be finished with suitable exterior building material which shall extend to within six (6) inches of the finish grade of each Lot. Exposed plain concrete or regular concrete block foundations are prohibited. Solid poured concrete walls with a cast or embossed pattern are specifically prohibited.

8.24 All areas disturbed in connection with construction shall be top soiled to a minimum depth of four (4) inches, then landscaped and seeded, sodded or planted with ground cover that will blend with the area within six months or during the next immediate growing season after the erection of the dwelling on the Lot, whichever occurs first.

8.25 Each Lot shall have a minimum of two (2) shade trees with a minimum caliper of two and a half-inch (2 ½") DBH (diameter at breast height) street trees. The tree species shall be selected from the Township approved list of plant materials. Each single family Lot shall have at least two (2) of the required shade trees in the front yard or, in the case of a corner Lot, in the front

yard or the side yard facing the street. The trees required above must be installed on any given Lot within one year of the date that an Owner or Builder first accepts a deed of conveyance for the Lot from Declarant. In addition to the above required plantings, all Lots shall have a minimum of fifteen (15) shrubs planted in front of the dwelling within one year of occupancy.

8.26 All debris resulting from clearing, excavation, construction and/or grading on each Lot must be removed weekly by the builder or owner of the Lot. No debris, rubbish or scrap material may be placed, buried, burned, or dumped on any Lot. The Owner agrees to comply with all requirements of the Pennsylvania Department of Environmental Protection and the Butler County Conservation District including the complete use of on-lot erosion and sedimentation controls during construction.

8.27 Each Owner agrees to protect the asphalt street paving and the curbs from damage during dwelling construction. If any damage is done to these improvements and the Declarant is required to replace or repair said damage, the cost will be assessed the Lot Owner whose lot abuts said curbs or the paving that has been damaged.

8.28 No basement, garage or other structure, other than the dwelling house for which the plans have been approved in accordance with the terms hereof, shall be used as a residence, temporarily or permanently, nor shall any dwelling house, foundation or basement in the process of construction be used for residential purposes.

8.29 Declarant reserves to itself the right, so long as Declarant owns any Lots, to prepare and record further covenants and restrictions without joinder of any Owner which are not inconsistent herewith, as it may deem advisable for the maintenance, use, conservation and beautification of the Lots in the Planned Community and for the health, comfort, safety and general welfare of the Owners of said Lots.

8.30 The Executive Board may establish reasonable rules and regulations concerning the use of the Common Elements and may enforce such rule with reasonable fines.

8.31 Should the Owner fail to complete and/or maintain the above required improvements including, but not limited to, lights, landscaping, and trees, paving and erosion and sedimentation controls, or violates the within covenants in any way, then the Declarant has the following rights:

- (a) Authorization. Owner hereby irrevocably authorizes Declarant after thirty (30) days written notice of a default of Owner's obligations to enter onto the Lot and either Declarant or its agents, servants, or employees shall have the right, but not the obligation, to perform the improvements required. Such entry shall not be construed as trespass. The Owner hereby irrevocably retains Declarant in the event of default of its obligations, to act as its contractor for the performance of the work necessary to complete the required improvements.

- (b) Payment for Work. Upon completion of the required improvements by the Declarant or its agents, servants or employees, Owner shall within ten (10) days of invoice, pay to Declarant the actual costs of said improvements plus fifteen percent (15%) for Declarant's efforts in arranging for and completing the required improvements. Invoices not paid within ten (10) days of the invoice date shall bear interest at the rate of one and one-half percent (1 ½%) per month.
- (c) Collection of Payment. In the event that Owner fails to make payment on invoices as required by these sections or Declarant is required to take any action to enforce these sections then Declarant shall be entitled to reasonable attorney's fees and court costs incurred in the enforcement or collection of any sums due.
- (d) Lien. In the event Owner fails to make payment on invoices, a lien shall arise and be created in favor of Declarant and against such Lot for the full amount chargeable to such Lot.

8.32 Encroachment of decks and/or patios will not be permitted into the easements of storm or sanitary sewers.

8.33 At such time as Declarant does not own Lots, all powers and authority granted to Declarant under this Article shall succeed to the Executive Board.

8.34 No trees having a diameter of more than six (6) inches or more (measurement from point two feet above the ground level) shall be removed without the authorization of the Executive Board except by Declarant. The Executive Board may adopt rules and regulations regarding the preservation of trees and other natural resources and wildlife upon the Property. Notwithstanding anything to the contrary, the trees contained in any bufferyard, conservation area or conservation easement shown on the Plan and the Township-approved development plans for the Planned Community are perpetually protected, and the logging or felling of healthy, live trees thereon is specifically prohibited. The Association shall be responsible for replacing any trees in such areas which may die, to the extent required by and in accordance with the Township-approved development plans for the Planned Community and/or the Township ordinances. This Section shall not be amended without the Township's prior written consent.

ARTICLE IX
CONVERTIBLE AND WITHDRAWABLE REAL ESTATE

9.1 Convertible/Withdrawable Real Estate. The Convertible/Withdrawable Real Estate shall consist of all or any of Parcel A-2 as shown on the Phase 2 Plan that may be converted or withdrawn from the Planned Community in accordance with the Act and the provisions hereof. With respect to the Convertible/Withdrawable Real Estate, the Declarant makes the following representations in accordance with the Act:

- (a) The Declarant reserves the option to create Lots, Limited Common Elements, Common Elements, and all of the foregoing within the Convertible/Withdrawable Real Estate.
- (b) The option reserved in subparagraph (a) above will expire ten (10) years after the recording of the Declaration or as may be extended by law. There are no other circumstances that will terminate this option before the expiration of the time limit.
- (c) The only limitations on the option reserved under subparagraph (a) are the limitations created by or imposed by the Act; otherwise, there are no limitations.
- (d) The interest in the Association appurtenant to each Lot, the relative voting strength in the Association appurtenant to each Lot, and the share of Common Expense assessments appurtenant to each Lot in the Convertible/Withdrawable Real Estate is based upon a formula of "A" equals 100 divided by "B," with "A" equal to the interest in the Association, relative voting strength and share of Common Expense assessments appurtenant to each Lot and "B" equal to the number of total Lots created both originally, in the Convertible/Withdrawable Real Estate, and any Additional Real Estate.
- (e) Any portion of the Convertible/Withdrawable Real Estate may be converted or withdrawn and there are no assurances with respect to order or portions that may be added.
- (f) The maximum number of Lots that may be added within the Convertible Real Estate is 65.
- (g) There are no assurances as to whether the Lots within the Convertible/Withdrawable Real Estate, when created, will be restricted exclusively to residential use.
- (h) The maximum density of dwelling units that may be created within the Convertible/Withdrawable Real Estate, is four (4) dwelling units per acre or as permitted and approved by the Township.
- (i) There are no assurance with respect to the compatibility of the Lots created in the Convertible/Withdrawable Real Estate or with respect to the architectural style, quality of construction, principal materials employed in construction, or size of Lots that may be created in the Convertible/Withdrawable Real Estate.
- (j) In the event residential Lots are created in the Convertible/Withdrawable Real Estate and added to the Planned Community, the same restrictions affecting the use,

occupancy, and alienation of the Lots that apply to the Lots originally created will apply to those Lots created within the Convertible/Withdrawable Real Estate.

- (k) There are no assurances made with respect to the general description of the other improvements and limited Common Elements that may be made or created within the Convertible/Withdrawable Real Estate.
- (l) There are no limitations as to the locations of any buildings or other improvements that may be made within the Convertible/Withdrawable Real Estate.
- (m) There are no assurances that any of the Limited Common Elements created within the Convertible/Withdrawable Real Estate will be of the same general types and sizes as those contained within other parts of the Planned Community.
- (n) There are no assurances that the proportion of the Limited Common Elements appurtenant to the Lots created with the Convertible/Withdrawable Real Estate will be approximately equal to the proportion existing in other parts of the Planned Community. Any assurances made herein will not apply in the event the Convertible/Withdrawable Real Estate is not added to the Planned Community.

ARTICLE X
ANNEXATION OF ADDITIONAL REAL ESTATE

10.1 Additional Real Estate. The Additional Real Estate shall consist of all or any portion of those certain properties located near or adjacent to the Planned Community known as property now or formerly of Brenckle Enterprises having property identification number 180-4F102-6 and property now or formerly of C. Madeline and Carrie Pearsall having property identification number 180-4F102-12, that may be added to the Planned Community in accordance with the Act or provisions hereof. With respect to the Additional Real Estate, the Declarant makes the following representations in accordance with the Act:

- (a) The Declarant reserves the option to create Lots, Limited Common Elements, Common Elements, and all of the foregoing within the Additional Real Estate.
- (b) The option reserved in subparagraph (A) above will expire ten (10) years after the recording of the Declaration or as may be extended by law. There are no other circumstances that will terminate this option before the expiration of the time limit.
- (c) The only limitations on the option reserved under subparagraph (A) are the limitations created by or imposed by the Act; otherwise, there are no limitations.

- (d) The interest in the Association appurtenant to each Lot, the relative voting strength in the Association appurtenant to each Lot, and the share of Common Expense assessments appurtenant to each Lot in the Additional Real Estate is based upon a formula of "A" equals 100 divided by "B," with "A" equal to the interest in the Association, relative voting strength and share of Common Expense assessments appurtenant to each Lot and "B" equal to the number of total Lots created both originally, in the Additional Real Estate, and in the Convertible/Withdrawable Real Estate.
- (e) Any portion of the Additional Real Estate may be added and there are no assurances with respect to order or portions that may be added.
- (f) The maximum number of Lots that may be within the Additional Real Estate is 65.
- (g) All of the Lots in the Additional Real Estate when created will be restricted exclusively to residential use.
- (h) The maximum density of dwelling units that may be created in the Additional Real Estate is four (4) dwelling units per acre or as permitted and approved by the Township.
- (i) There are no assurances made with respect to the compatibility of the Lots created in the Additional Real Estate or with respect to the architectural style, quality of construction, principal materials employed in construction or size of Lots that may be created in the Additional Real Estate.
- (j) In the event Lots are created in the Additional Real Estate and added to the Planned Community, the same restrictions affecting the use, occupancy and alienation of the Lots that apply to the Lots originally created will apply to those Lots created within the Additional Real Estate.
- (k) There are no assurances made with respect to the general description of the other improvements and Limited Common Elements that may be made or created within the Additional Real Estate.
- (l) There are no limitations as to the locations of any buildings or other improvements that may be made within the Additional Real Estate.
- (m) There are no assurances that any of the Limited Common Elements created within the Additional Real Estate will be of the same general types and sizes as those contained within other parts of the Planned Community.

- (n) There are no assurances that the proportion of the Limited Common Elements appurtenant to the Lots created within the Additional Real Estate will be approximately equal to the proportion existing in other parts of the Planned Community.

ARTICLE XI
GENERAL PROVISIONS

11.1 **Enforcement.** The Association, or any Owner, shall have the right to enforce this Declaration. Enforcement of these covenants and restrictions, and the administrative rules and regulations adopted pursuant thereto, shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant, condition, or restriction imposed by this Declaration, either to restrain violations, recover damages, or collect any liens or charges imposed pursuant to this Declaration, and against the land to enforce any lien created by these covenants. Failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Association may also impose fines or other sanctions, collection of which shall be as provided in Article V, Article VI and Article VIII hereof. The expense of enforcement by the Association (including reasonable attorney's fees) shall be chargeable to the Owner violating these covenants and restrictions, and shall constitute a lien on the Lot, collectible in the same manner as assessments hereunder. Before an individual Owner may act to enforce any provisions of this Declaration, written notice must be given to the Executive Board and the Association given a reasonable opportunity to take appropriate action.

11.2 **Amendments.** Prior to the transfer of Declarant control to the Association pursuant to Section 12.2 of this Declaration, Declarant may amend this Declaration, without the consent of the Association or any Owners, so long as the amendment, in the reasonable discretion of the Declarant, has no material adverse effect upon the development of the Planned Community. No amendment required by any state or local government authority or agency, or if done for the purpose of correcting technical errors or for clarifications only, will be deemed material. After the transfer of Declarant control, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of at least sixty-seven percent (67%) of the Members, unless unanimous consent of the Members is required by the Act. Any amendment to be effective must be recorded in the public records of Butler County, Pennsylvania. The recital in any such amendment that has been executed or acknowledged by the specific percentage of Owners shall be conclusive and binding on all persons. No amendment may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant or the assignee of such right or privilege, which written consent shall be included in any recorded amendment to be effective. No amendment may impair the validity or priority of the lien of any Mortgage held by a Mortgagee or impair the rights granted to Mortgagees herein without the prior written consent of such Mortgagees.

11.3 Limitation of Liability. The Declarant, its successors and assigns, administrators, executors, members, officers, and employees shall not be liable for structural defects pursuant to 68 Pa C.S. Section 5411 within the Planned Community for any Lot, Common Element, Limited Common Element, or any other feature constructed, modified, altered, or improved by or on behalf of any Approved Builder. The Declarant, its successors and assigns, administrators, executors, members, officers and employees [(a) through (d) below shall be effective only from and after the Declarant's transfer of control of the Association in accordance with Section 12]:

(a) Shall not be liable for the failure of any service obtained or the failure to so obtain any service needed or for any injury or damage to persons or property, however and wheresoever caused, except for any injury or damage caused by the willful misconduct or gross negligence of the Declarant, its members, officers or employees;

(b) Shall not be liable as a result of the performance of the Declarant for any mistake of judgment, negligence or otherwise except for the Declarant's willful misconduct or gross negligence;

(c) Shall have no personal liability to any person for any loss or damage caused by theft of or damage to personal property in or on the Common Elements or other places within the Planned Community and shall have no liability arising out of the use, misuse, or condition of the Common Elements, except for the Declarant's willful misconduct;

(d) The Declarant and its principals and officers shall be indemnified by the Association against all expenses and liabilities, including attorney's fees incurred by or imposed in connection with any proceedings, except for liability arising out of the willful misconduct or gross negligence of the Declarant;

(e) The Declarant may obtain such insurance as it deems appropriate, where available and in such amounts and on such terms as the Declarant deems advisable, to satisfy the liability requirements of this Declaration;

(f) The Declarant shall not be liable for any common facilities or controlled facilities that are developed by an Approved Builder.

11.4 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.

11.5 Perpetuities. If any of these covenants, conditions, restrictions, or other provisions of this Declaration shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provisions shall continue only twenty-one (21) years after the death or the last survivor of the now living descendants of Michael Newman, subject to prior amendments or terminations as set forth hereinafter.

11.6 Use of the Words "Foxwood Trail". No person shall use the words "Foxwood Trails" or any derivative thereof in any printed or promotional material without the prior written consent of the Declarant. However, Members may use the terms "Foxwood Trail" in printed or promotional matter where such term is used solely to specify particular property or Lots located within the Plan.

11.7 Incorporation of Recitals. The recitals set forth in the Preamble section of this document are hereby incorporated herein as if fully set forth and repeated herein.

11.8 Conflicts with Township Ordinances. In the event that any of the provisions, terms, conditions or covenants contained in this Declaration conflict with any provisions of the Ordinances of the Township or of applicable Township approvals and Developer's Agreements (individually and collectively the "Township Requirements"), the applicable provisions, terms and conditions of the Township Requirements shall prevail for all matters involved in any conflicts.

11.9 Conflicts with the Uniform Planned Community Act. In the event that any of the provisions, terms, conditions or covenants contained in this Declaration conflict with any provisions of the Uniform Planned Community Act, the applicable provisions, terms, conditions and provisions of the Uniform Planned Community Act shall prevail.

11.10 Captions. Captions are for convenience and reference only and are in no way to be construed as defining, limiting or modifying the scope or intent of the various provisions of this Declaration.

11.11 Gender. As used in this Declaration, the word person shall mean and include where appropriate, an individual, corporation, partnership or other entity; the plural shall be substituted for singular and the singular for the plural where appropriate and words of any gender shall mean to include any other gender.

11.12. Matters of Dispute. Matters of dispute or disagreement between Association members or with respect to interpretation or application of the provisions of this Declaration or the By-Laws shall be determined by the Executive Board, which determination shall be binding on all Association Members.

11.13 Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

11.14 Amendment Resulting From Requirement of Government Agencies. If, in order to obtain the approval of the Federal Housing Administration and/or the Department of Housing and Urban Development and/or the Veterans Administration and/or the Federal National Mortgage

Association of the terms and conditions of this Declaration of Covenants, Conditions and Restrictions, Declarant is required to amend any terms of this Declaration, Declarant may do so without any further consent or approval of any Owners or Members. Written notice shall be given to all Members of any such proposed changes and the reason for such change.

ARTICLE XII
DECLARANT'S RIGHTS

12.1 Any or all of the special rights and obligations of the Declarant may be transferred by the Declarant to other persons, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that contained herein, and provided further, no such transfer shall be effective unless it is a written instrument signed by the Declarant and duly recorded in the public records of Butler County, Commonwealth of Pennsylvania.

12.2 Control.

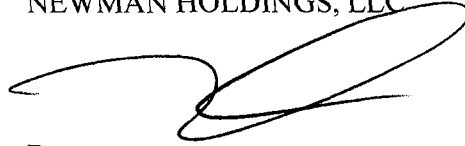
A. Subject to Section (B) of this Section, for a period of seven (7) years from the date of the recording of this Declaration and for such longer period as may be extended by law, the Declarant shall have sole power and authority to appoint and remove the officers and members of the Executive Board of the Association, unless the Declarant earlier voluntarily surrenders the right to appoint and remove the officers and members of the Executive Board. However, this period of Declarant's control will terminate no later than the earlier of: (i) Sixty (60) days after the conveyance of seventy-five percent (75%) of the Lots to Owners other than a Declarant; (ii) two (2) years after a Declarant has ceased to offer Lots for sale in the ordinary course of business; or (iii) two (2) years after any development right to add new Lots in additional phases of development was last exercised.

B. Not later than sixty (60) days after conveyance of twenty-five percent (25%) of the Lots (including Lots created in the Additional Real Estate) to Members, at least one member and not less than twenty-five percent (25%) of the members of the Executive Board shall be elected by the Members. Not later than sixty (60) days after conveyance of fifty percent (50%) of the Lots to Members, not less than thirty-three percent (33%) of the members of the Executive Board shall be elected by the Members.

12.3 Conveyance of Common Elements to Association. Upon transfer of Declarant's control of the Association in accordance with Section 12.2 of this Declaration, the Declarant shall grant and convey to the Association title to the Common Elements by special warranty deed for no consideration. All costs of deed preparation and recording shall be borne by the Declarant. Notwithstanding the foregoing, Declarant shall not convey the Common Elements to the Association until all improvements to the Common Elements as may be required by Township pursuant to any development approvals have been completed by Declarant. This obligation to convey title to the Common Elements shall be binding upon any successor in interest to the rights of the Declarant hereunder.

IN WITNESS WHEREOF, Declarant has executed the Declaration as of the 9 day
of Oct, 2019.

NEWMAN HOLDINGS, LLC



By: _____
Michael E. Newman, Managing Partner

EXHIBIT "A"

1. Oil, gas or other mineral interests and all rights incident thereto now or previously conveyed, transferred, leased, excepted or reserved.
2. All matters shown on the Foxwood Trails Plan as the same may have been and may be amended from time to time.
3. All easements, rights of way, covenants, conditions, restrictions, reservations and all other matters of record or apparent upon an inspection of the Property.

COMMONWEALTH OF PENNSYLVANIA

SS:

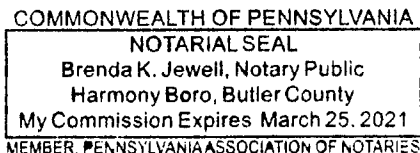
COUNTY OF Butler

On this, the 9th day of October, 2019, before me, the undersigned officer, personally appeared MICHAEL E. NEWMAN, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and who acknowledged himself to be the Managing Partner of Newman Holdings LLC, a Pennsylvania limited liability company, and that he as such acknowledges being authorized to do so, executed the within instrument for the purposes therein contained by signing the name of the limited liability company by himself as Managing Partner.

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

Brenda K. Jewell
Notary Public

My Commission Expires: March 25, 2021



MAIL TO:
NEWMAN HOLDINGS LLC.
308 WEST SOLOMON COURT
ZELIENOIPLE, PA 16063