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YORK COUNTY  
ASSESSMENT OFFICE



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**DECLARATION OF COVENANTS AND RESTRICTIONS**

**FOR**

**LOGAN'S RESERVE, A PLANNED COMMUNITY**

*R-E*

*63 P.  
6V*

Pursuant to the provisions of the  
Pennsylvania Uniform Planned Community Act,  
68 Pa. C.S. §5101 et seq. (the "Act")

REFER TO PLAN BOOK 66 PAGE 2289  
- CONCERNING INSTRUMENT # 2004045223

RECORDER OF DEEDS  
YORK COUNTY  
PENNSYLVANIA

INSTRUMENT NUMBER  
**2004045223**

RECORDED ON  
**Nov 21, 2004**  
**11:16:12 AM**

STATE WRIT TAX \$0.50  
RECORDING FEES \$132.00  
PIN NUMBER FEES \$16.00  
COUNTY ARCHIVES FEE \$2.00  
ROD ARCHIVES FEE \$3.00  
TOTAL \$153.50

INV: 483067 USER: DMH  
CUSTOMER  
MCNEES WALLACE & MURICK  
LLC

LPI NOS. & ADDRESSES

75000F0008C000000 - 290 Water Street - *Logansville, Bar*  
 47000F01260000000 - 7318 Club Farm Road  
 47000F01290000000 - 268-344 Barrow Lane  
 47000F01420000000 - 8495 Reynolds Mill Road  
 47000F01370000000 - Reynolds Mill Road  
 47000F0128E000000 - Club Farm Road  
 47000F01280000000 - 7488 Decker Road  
 47000F0122A000000 - Decker Road

*Springfield  
Top.*

DECLARATION OF COVENANTS AND RESTRICTIONS

FOR

LOGAN'S RESERVE, A PLANNED COMMUNITY

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DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR  
LOGAN'S RESERVE, A PLANNED COMMUNITY

ARTICLE I

SUBMISSION; DEFINED TERMS

Section 1.1. Declarant; Property; County; Name. Logan's Reserve Development, LLC, a Maryland limited liability company ("Declarant"), owner in fee simple of the real estate described in Exhibit A attached hereto ("Real Estate"), located partly in Springfield Township and partly in Loganville Borough, York County, Pennsylvania, hereby submits the Real Estate, including all easements, rights and appurtenances thereunto belonging and the Dwellings and other improvements to be erected thereon (collectively, the "Property" or "Logan's Reserve") to the provisions of the Pennsylvania Uniform Planned Community Act, 68 Pa. C.S. §5101 et seq. ("Act"), and hereby creates with respect to the Property a flexible planned community to be known as "Logan's Reserve, A Planned Community" (the "Community").

Section 1.2. Declarant's Undertakings.

1.2.1. The Units as initially created may consist of unimproved subdivided lots ("Unimproved Units"). The Declarant shall construct or provide for the construction of certain Common Element improvements, such as roads, water and sewer service lines, drainage facilities, and other Infrastructure improvements as provided herein. The Declarant shall not be responsible for the substantial completion of any Dwelling or other Improvements located within the Unit title lines, including any structural components or mechanical systems located within the Unit title lines that constitute Common Elements under the provisions hereof or the provisions of the Act.

1.2.2. The construction of improvements to be built upon the portion of the Property outside the Unit title lines (i.e., the Common Elements and certain of the Limited Common Elements) shall be performed in accordance with Section 5414(a) of the Act.

1.2.3. It is expected that title to a Unit will be transferred directly from the Declarant to a residential builder (each, a "Builder") pursuant to a contract between the Declarant and the Builder for sale of the Unit and construction of a Dwelling thereon. Notwithstanding the foregoing, the Declarant and the Builder reserve, without limitation, the right to modify the manner in which title to Units is transferred in order to facilitate the orderly development of the Community.



Section 1.3. Builder's Undertakings; Consent of Builder.

1.3.1. No Builder is a Declarant under this Declaration; however, each Builder acknowledges and agrees that all of the Builder's right, title and equitable interest in and to the Units under contract(s) with Declarant, is, and shall be, subject to the terms of this Declaration as more particularly set forth on the Consent(s) attached hereto.

1.3.2. It is presently anticipated that construction of Dwellings and any other improvements within the Unit title lines shall be undertaken by a Builder either pursuant to a construction contract with a third party purchaser, or on the Builder's own account with respect to any Unit which the Builder owns. Each Builder, as seller, shall include in each agreement pursuant to which it constructs or sells a Dwelling Unit to a third-party purchaser (such third-party purchaser, together with any subsequent owner of such Dwelling Unit, collectively, the "Dwelling Unit Purchaser") with a warranty against structural defects that is at least as extensive as the warranty set forth in Section 5411 of the Act.

1.3.3. Each Dwelling Unit Purchaser acknowledges and agrees by the acceptance of the deed to the Unit that the Declarant has neither liability under Section 5411 of the Act, or otherwise, with respect to structural or other defects in the Dwelling or in any other improvements constructed within the Unit title lines by a Builder or any party other than the Declarant, nor liability under subsections (c) and (d) of Section 5414 of the Act, or otherwise, with respect to substantial completion of the Dwelling or any other improvements constructed within the Unit title lines by a Builder or any party other than the Declarant.

Section 1.4. Easements and Licenses. Included among the easements, rights and appurtenances referred to in Section 1.1 hereof are the recorded easements, rights and licenses affecting the Property set forth on Exhibit A-1 attached hereto and made a part hereof.

Section 1.5. Defined Terms

1.5.1. Capitalized terms not otherwise defined herein or identified on the Plats and Plans shall have the meanings specified or used in the Act.

1.5.2. The following terms when used herein shall have the meanings set forth below:

(a) "Additional Real Estate" means the real estate described in Exhibit F attached hereto, so long as the Declarant's rights to add such real estate to the Community continue to exist.

(b) "Allocated Interest" means the Common Expense liability and the votes in the Association allocated to a Unit.

(c) "Annual Assessment" means a Unit's individual share of the anticipated Common Expenses for each fiscal year as reflected in the budget adopted by the Executive Board for such year.

(d) "Architectural Review Committee" means a committee comprised of three (3) members appointed by the Executive Board, the purpose of which shall be to review and evaluate any alteration to, or change in appearance of, the exterior of a Unit proposed by the Unit Owner and to make a recommendation to the Executive Board whether to approve or disapprove, or condition the approval, of such proposed alteration.

(e) "Association" means the Unit Owners' association of the Community, which shall be a Pennsylvania non-profit corporation known as "Logan's Reserve Homeowners Association" and shall have all powers and duties designated by the Act.

(f) "Bylaws" means the Bylaws of Logan's Reserve Homeowners Association providing for the governance of the Association pursuant to Section 5306 of the Act, as such document may be amended from time to time.

(g) "Common Elements" means Common Facilities or Controlled Facilities.

(h) "Common Expenses" means expenditures made by or financial liabilities of the Association, together with any allocations to reserves.

(i) "Common Facilities" means any real estate within the Property as depicted on the Plats and Plans, as they may be revised from time to time, that is not a Unit and that is owned by or leased to the Association.

(j) "Community" means the Community described in Section 1.1 hereof.

(k) "Community Amenities" means certain real property and any improvements located thereon, located within the boundaries of Logan's Reserve, owned and operated for recreational and related purposes, on a club membership basis, use fee basis, or otherwise.

(l) "Community Documents" include the Declaration, Plats and Plans, Bylaws and Rules and Regulations.

(m) "Condominium Act" means the Pennsylvania Uniform Condominium Act, 68 Pa. C.S. § 3101 et seq.

(n) "Controlled Facilities" means any real estate within the Property, whether or not a part of a Unit, that is not a Common Facility, but is

maintained, improved, repaired, replaced, regulated, managed, insured or controlled by the Association.

(o) "Convertible Real Estate" means that portion of the Real Estate described in Exhibit D attached hereto, so long as the Declarant's rights to create Units or Limited Common Elements therein continue to exist.

(p) "Declarant" means the Declarant described in Section 1.1 hereof, and all successors to any Special Declarant Rights.

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

(r) "Duplex Building" means two or more Dwelling Units that share one or more Party Walls.

(s) "Dwelling" means the housing unit and related Improvements situate within a Unit.

(t) "Dwelling Unit" means a Unit upon which a Dwelling has been substantially completed to the extent required for the lawful occupancy thereof for its intended purposes.

(u) "Executive Board" means the Executive Board of the Association.

(v) "First Settlement" means the date of the first closing whereby a Unit is conveyed to an Initial Third Party Purchaser.

(w) "Initial Third Party Purchaser" means an initial purchaser of a Unit, other than a Builder.

(x) "Limited Common Elements" means Limited Common Facilities or Limited Controlled Facilities.

(y) "Limited Common Facilities" means those portions of the Common Facilities allocated by or pursuant to the Declaration or by operation of Section 5202 of the Act for the exclusive use of one or more but fewer than all the Units.

(z) "Limited Controlled Facilities" means those portions of the Controlled Facilities, not part of a Unit, allocated by or pursuant to the Declaration or by operation of Section 5202 of the Act for the exclusive use of one or more but fewer than all the Units.

(aa) "Maintenance" means the maintenance, repair and replacement activities required with respect to any facility located on the Property.

(bb) "Master Association" means any nonprofit homeowners' association created pursuant to Section 5222 of the Act and as described in Section 3222 of the Condominium Act. The members of a master association shall be (i) the members of the Association and (ii) the members of any other community or condominium created within the boundaries of Logan's Reserve.

(cc) "Notice and Comment" means the right of a Unit Owner to receive notice of an action proposed to be taken by or on behalf of the Association, and the right to comment thereon. The procedures for Notice and Comment are set forth in Section 17.1 hereof.

(dd) "Notice and Hearing" means the right of a Unit Owner to receive notice of an action proposed to be taken by the Association, and the right to be heard thereon. The procedures for Notice and Hearing are set forth in Section 17.2 hereof.

(ee) "Party Wall" means a wall located at the perimeter of a Unit, which is a common wall shared with an adjacent Unit.

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

(gg) "Property" means the Property described in Section 1.1 hereof.

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

(ii) "Security Interest" means an interest in real property or personal property, created by contract or conveyance, which secures payment or performance of an obligation. The term includes a lien created by a mortgage, land sales contract, and any other consensual lien or title retention contract intended as security for an obligation.

(jj) "Special Assessment" means a Unit's individual share of any assessment made by the Executive Board in addition to the Annual Assessment.

(kk) "Subdivision Plan" means the Preliminary Plan for Logan's Reserve Residential Subdivision, prepared by Morris & Ritchie Associates, Inc., as approved by Springfield Township and Loganville Borough (collectively, the "Municipalities"), as the same may be amended or modified by the Declarant from time to time in accordance with the Municipalities' and other governmental requirements.

(ll) "Logan's Reserve" means those portions of the real estate described on Exhibit A attached hereto and which are developed pursuant to the provisions of this Declaration, or any subsequent declaration recorded pursuant to the provisions of the Act or the Condominium Act and which expressly state that they constitute a part of the "Logan's Reserve" community.

(mm) "Unit" means the land located within the lot lines of a lot shown on the Subdivision Plan and expressly designated as a Unit on the Plats and Plans, or the land otherwise designated as a Unit on the Plats and Plans, whether improved or unimproved, together with any Dwelling and any other permanent improvements constructed thereon from time to time.

(nn) "Unit Owner" means the holder of legal title to a Unit.

(oo) "Withdrawable Real Estate" means that portion of the Real Estate described in Exhibit E attached hereto, so long as the Declarant's rights to withdraw such Withdrawable Real Estate from the Community continue to exist.

Section 1.6. Provisions of the Act. The provisions of the Act shall apply to and govern the operation and governance of the Community, except to the extent that contrary provisions, not prohibited by the Act, are contained in one or more of this Declaration, the Plats and Plans or the Bylaws.

ARTICLE II

ALLOCATED INTERESTS, VOTES AND COMMON EXPENSE LIABILITIES;  
UNIT IDENTIFICATION AND BOUNDARIES

Section 2.1. Allocated Interests, Votes and Common Expense Liabilities.

2.1.1. Attached hereto as Exhibit B is a list of the first eighty-seven (87) Units being created by the Declarant that sets forth their identifying numbers and the Allocated Interest appurtenant to each such Unit, determined on the basis that all such Units shall be assigned a factor of 1.0. Subject to the provisions of this Section 2.1 and Section 9.2 hereof, a Unit's Allocated Interest shall be calculated by (a) converting a fraction to a decimal, the numerator of which fraction is one (1) and the denominator of which fraction is the total number of Units then currently existing within the Community, and (b)

multiplying the aforementioned fraction by a factor to be assigned by the Declarant, as described in Subsection 2.1.4 hereof.

2.1.2. The Allocated Interest shall automatically change upon conversion of Convertible Real Estate as set forth in Article XX below, and the new Allocated Interest of each Unit existing after such conversion shall be determined in accordance with Subsection 2.1.1 hereof.

2.1.3. The Allocated Interest shall determine the number of votes in the Association and, subject to Section 9.2 hereof, the share of Common Expense liability appurtenant to each Unit. A Unit's Allocated Interest shall always be appurtenant to that Unit, and any separate conveyance, encumbrance, judicial sale or other transfer of such Allocated Interest, whether voluntary or involuntary, shall be void unless the Unit to which the Allocated Interest is allocated is also transferred.

2.1.4. Notwithstanding the foregoing, if the Declarant converts all or any portion of the Convertible Real Estate into Units, the Declarant reserves the right to assign a factor ranging from 0.75 to 1.50 to any Units created therein based upon the type of Unit (single family, duplex, townhouse, etc.), the relative area of the Units or any other relevant characteristics of those additional Units such as the presence of other amenities. The Declarant shall designate the factor to be assigned to Units in the Community in any amendment to Declaration in which additional Units are created. The Declarant's judgment regarding the factor assigned to any such additional Units shall be final.

Section 2.2. Unit Boundaries. The boundaries of each Unit are situated as shown on the Plats and Plans, and each Unit consists of the land, and all space, fixtures and improvements, including, without limitation, any Dwelling, located within the said boundaries. There are no horizontal boundaries.

Section 2.3. Relocation of Boundaries Between Units. Unit Owners desiring to relocate the boundaries between adjoining Units shall submit an application to the Association in accordance with Section 5214 of the Act, and the Association shall have the powers and duties with respect to such application for relocation as set forth therein.

### ARTICLE III

#### LIMITED COMMON ELEMENTS; FUTURE ALLOCATION OF COMMON ELEMENTS

Section 3.1. Limited Common Elements. The following portions of the Property are hereby designated as Limited Common Elements:

3.1.1. Individual U.S. Postal Service mailboxes serving one or more, but fewer than all, of the Units, either in locations designated on the Plats and Plans, or otherwise located outside the title lines of a Unit.

3.1.2. Any portion of the Property designated as Limited Common Elements on the Plats and Plans.

3.1.3. Any portion of the Property designated as Limited Common Elements allocated by or pursuant to any amendment to this Declaration and shown on the accompanying amended Plats and Plans.

Section 3.2. Common Elements Not Previously Allocated. The Association shall have the power to allocate a Common Element not previously allocated as a Limited Common Element appurtenant to one or more, but fewer than all, Units in the Community, provided such allocation is effected in accordance with Section 5209(c) of the Act.

ARTICLE IV

ADDITIONS, ALTERATIONS AND IMPROVEMENTS

Section 4.1. Additions, Alterations and Improvements by Unit Owners.

4.1.1. A Unit Owner:

(a) May make any improvements or alterations to the interior of his or her Dwelling;

(b) May not change the exterior appearance of a Unit or Dwelling or make alterations to the Limited Common Elements appurtenant to such Unit without the express written consent of the Executive Board;

(c) May not make any alterations to any Party Wall which would affect the structural integrity or otherwise affect the Unit on the opposite side of the Party Wall (the "Adjacent Unit Owner") without obtaining the prior written consent of the Executive Board and the Adjacent Unit Owner.

4.1.2. Subject to the limitations of Subsections 4.1.5 and 4.1.6 hereof, a Unit Owner may submit a written request to the Executive Board for approval to do anything that he or she is forbidden to do under Subsection 4.1.1(b) hereof. The Executive Board shall submit all such requests to the Architectural Review Committee for review and recommendation. The Executive Board shall consider, but shall not be bound by, the recommendation of the Architectural Review Committee in deciding whether to approve, disapprove or condition the approval of such requests. The Executive Board shall answer any written request for such approval, after Notice and Hearing, within sixty (60) days after the request thereof. Failure to do so within such time shall not constitute a consent by the Executive Board to the proposed action. The Executive Board shall review requests in accordance with the provisions of the Community Documents.

4.1.3. Any applications to any department or to any governmental authority for a permit to make any addition, alteration or improvement in or to any Unit shall

be the responsibility of and executed by the Unit Owner. Such execution will not, under any circumstances, create any liability on the part of the Association or any of its members to any contractor, subcontractor or materialman on account of such addition, alteration or improvement or to any person having any claim for injury to person or damage to property arising therefrom.

4.1.4. All additions, alterations and improvements to the Units and Common Elements shall not, except pursuant to prior approval by the Executive Board, cause any increase in the premium of any insurance policies carried by the Association or by the owners of any Units other than those affected by such change.

4.1.5. The provisions of this Section 4.1 shall not apply to the Declarant in the exercise of any Special Declarant Right.

4.1.6. The provisions of this Section 4.1 shall not apply to the owner of an Unimproved Unit (including, without limitation, any Builder, a contractor or designee of the Unit Owner or the Declarant) in the initial construction of a Dwelling and other improvements within a Unit.

Section 4.2. Additions, Alterations and Improvements by the Executive Board. Subject to the limitations of Sections 9.5 and 9.6 of this Declaration, the Executive Board may make any additions, alterations or improvements to the Common Elements which, in its judgment, it deems necessary or advisable.

ARTICLE V

MAINTENANCE, REPAIR AND REPLACEMENT RESPONSIBILITIES

Section 5.1. Maintenance Responsibilities. The Units and Common Elements shall be maintained and repaired by each Unit Owner and by the Association in accordance with the provisions of Section 5307 of the Act, except as expressly set forth to the contrary in the Community Documents.

Section 5.2. Common Elements. The Association shall maintain, repair and replace the Common Elements.

Section 5.3. Units and Limited Common Elements. Each Unit Owner shall maintain, repair and replace, at his or her own expense, all portions of his or her Unit and the Limited Common Elements appurtenant thereto, except the portions thereof to be maintained, repaired or replaced by the Association. In the event a golf course or driving range is created and operated within Logan's Reserve, Unit Owners are responsible for repair of damage to their Units, including broken window panes, caused by errant golf balls.

Section 5.4. Failure to Maintain Units and Common Elements. Each Unit Owner shall reimburse the Association for the reasonable cost of repair of any damage to the Common Elements caused by such Unit Owner's failure to properly maintain, repair or



replace any portion of his or her Unit or the Limited Common Elements appurtenant thereto for which the Unit Owner is responsible. The Association shall reimburse a Unit Owner for the reasonable cost of repair of any damage to his or her Unit caused by the Association's failure to properly maintain, repair or replace any portion of the Common Elements or any portion of a Unit or the Limited Common Elements appurtenant thereto which is to be maintained, repaired or replaced by the Association.

Section 5.5. Chart of Maintenance Responsibilities. The respective responsibilities of the Association and the Unit Owners with respect to maintenance, repair and replacement of the Units, Common Elements and Limited Common Elements are set forth in the Chart of Maintenance Responsibilities attached as Exhibit A to the Bylaws, as amended from time to time.

Section 5.6. Access. Any person authorized by the Executive Board shall have the right to enter upon the exterior portion of each Unit, at reasonable times and in a reasonable manner, without notice to the Unit Owner, for any proper purpose. For example, any authorized person shall have the right to enter upon the exterior portion of each Unit for the purpose of correcting any condition threatening a Unit or the Common Elements; for the purpose of performing installations, alterations or repairs; for the purpose of repairing or replacing utility meters and related pipes, valves, wires and equipment; for the purpose of performing pest control inspections and treatment; and for any other purpose necessary for the Association to carry out its powers or responsibilities, including correction of any violation of Article VII hereof, provided that all requests for entry are made in advance and that any such entry is at a time reasonably convenient to the affected Unit Owner. In case of an emergency, no such request or notice is required and such right of entry shall be immediate, whether or not the Unit Owner is present at the time.

## ARTICLE VI

### EASEMENTS

Section 6.1. Additional Easements. Each Unit Owner shall have a perpetual nonexclusive easement of use and enjoyment over, upon and through the Common Elements. In addition to such and in supplementation of the easements provided for and hereby created pursuant to Sections 5216, 5217, 5218 and 5302(a)(9) of the Act, the following additional easements are hereby created:

6.1.1. Declarant's Use for Sales Purposes. The Declarant shall have the right to maintain one or more sales offices and models throughout the Property and to maintain one or more directional, promotional and advertising signs on the Common Elements and on Units owned by the Declarant pursuant to Section 5217 of the Act, even if such Units are under contract with a Unit purchaser. The Declarant reserves the right to place models and sales offices on any portion of the Common Elements or in a Unit in such a manner, or such size and number and in such locations as the Declarant deems appropriate. The Declarant may from time to time relocate models and sales offices to different locations within the Property notwithstanding that the Community Documents may

otherwise preclude such use in those locations. Pursuant to certain agreements between the Declarant and the Builder, the Declarant has granted to the Builder the right to maintain one or more sales offices and models throughout the Property and to maintain one or more directional, promotional and advertising signs on the Common Elements and on Units owned by the Builder.

6.1.2. Utility Easements. The Units and Common Elements shall be, and are hereby, made subject to easements in favor of the Declarant, and appropriate utility and service companies and governmental agencies or authorities designated by Declarant (including Springfield Township, Loganville Borough and any applicable municipal authorities) for such utility and service lines and equipment as may be necessary or desirable to serve any portion of the Property. The easements created in this Subsection 6.1.2 shall include, without limitation, rights of the Declarant, or the providing utility or service company, or governmental agency or authority, to install, lay, maintain, repair, relocate and replace gas lines (including, without limitation, propane 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 and equipment over, under, through, along and on the Units and Common Elements. Notwithstanding the foregoing provisions of this Subsection 6.1.2, unless approved in writing by the Unit Owner or Unit Owners affected thereby, any such easement through a Unit shall be located either in substantially the same location as such facilities or similar facilities existed at the time of first conveyance of the Unit by the Declarant or as shown on an approved recorded plan, or so as not to materially interfere with the use or occupancy of the Unit by its occupants.

6.1.3. Declarant's Easement to Correct Drainage. The Declarant reserves an easement on, over and under those portions of the Common Elements and Units not improved with buildings for the purpose of constructing, maintaining, replacing and correcting drainage of surface water in order to maintain reasonable standards of health, safety and appearance, and further reserves the right to grant and/or assign such easements to appropriate persons, parties or entities. The easement created by this Subsection 6.1.3 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 property as closely to its original condition as practicable.

6.1.4. Declarant's Reservation of Right to Grant Easements. The Declarant reserves the right to grant, sell and convey easements for the purpose of benefiting any tract of land adjacent to or near the Property. Without limiting the generality of the preceding sentence, the Declarant may subject the Property to storm water and detention pond easements to be used by or jointly with adjoining properties.

6.1.5. Declarant's Easement for Development of Convertible, Withdrawable and Additional Real Estate. The Declarant reserves an easement on, over and under the Common Elements for all purposes relating to the construction, development, leasing, and sale of improvements on the Convertible, Withdrawable and Additional Real Estate. This easement shall include without limitation, the right of vehicular and pedestrian

ingress and egress, the right to park motor vehicles and to engage in construction and marketing activities of any nature whatsoever, including the movement and storage of building materials and equipment, the conduct of sales, leasing and management activities, the maintenance of models and offices and the erection and maintenance of directional and promotional signs. The Declarant's easement hereunder shall remain in full force and effect on, over and under any portions of the Withdrawable Real Estate, even after said portion(s) have been withdrawn from the Community.

6.1.6. Temporary Easement for Construction. During such time as the Declarant is conducting construction activities within the Property, the Declarant reserves unto itself, its agents, employees and contractors, the right to enter onto the unimproved portions of any Unit within the Community as may reasonably be necessary to facilitate the Declarant's construction, repair or replacement activities, provided however that the Declarant shall take reasonable steps to minimize any interference with a Unit Owner's use of his or her Unit and shall promptly repair any damage to a Unit resulting from the Declarant's exercise of the rights it has pursuant to this Article.

6.1.7 Access Easement. Each Unit in the Community is subject to an easement permitting the Association or its designated agents to enter upon the exterior of the Unit for any or all of the purposes, and subject to the limitations, described in Section 5.6 hereof.

6.1.8 Easement for Encroachments. To the extent that any Unit or portion of the Common Elements encroaches upon any other Unit or portion of the Common Elements because of the construction, reconstruction, repair, shifting, settlement or other movement of any portion of the improvements, a valid easement for the encroachment and its maintenance shall exist, provided that the physical boundaries of the Units after construction, reconstruction or repair will be in substantial accord to the descriptions thereof set forth in the Declaration. The easement shall extend for whatever period of time the encroachment continues to exist. This easement does not relieve a Builder of liability in the case of willful misconduct nor the Declarant or its agents of liability for failure to comply with the Declaration Plats and Plans.

6.1.9 Easement for Structural Support. To the extent necessary, each Unit within a Duplex Building shall have an easement for structural support with respect to the Party Wall dividing the Units within the Duplex Building and otherwise as may be required.

## ARTICLE VII

### USE RESTRICTIONS

Section 7.1. Use and Occupancy of Units and Common Elements. Except as otherwise expressly set forth in the Community Documents, all Unit Owners, including the Declarant, shall have the same rights and duties that are appurtenant to each Unit. The

occupancy and use of the Units and Common Elements shall be subject to the following restrictions:

7.1.1.      Permitted Use. The buildings in the Community (with the exception of any Units during the time period when they are being used by the Declarant or the Builder as a sample, model or sales office and of any buildings constructed upon the Common Elements for recreational or other reasonable and appropriate Community purposes) are restricted to residential use and may not be used for any other purpose by the Unit Owner or occupant. Notwithstanding the foregoing, Units may also be used for accessory uses that are customarily incidental to the foregoing use, including a professional office; provided that any such use conforms with the applicable zoning regulations of the Municipality in which the Dwelling is located, as the same may be amended from time to time, and further provided that the prior written consent of the Executive Board is obtained.

7.1.2.      No Unlawful Purposes. No Unit Owner may permit his Unit to be used or occupied for any prohibited or unlawful purpose.

7.1.3.      Preservation of Exterior of Units. The Declarant will establish the structural location, architectural style and exterior appearance of each Dwelling and other improvements that are first constructed upon a Unit (whether by the Declarant or its designee), which it intends to have preserved for the maintenance of overall appearance and continuing value of the Units within the Community. To accomplish this intention, the following requirements are created and imposed:

(a)      Except as otherwise approved by the Executive Board in accordance with Subsection 4.1.2 and Section 7.2 hereof, the exterior structural appearance and architectural style of all exposed portions (front, rear, sides) of all Dwelling Units shall not be altered in any way that would result in the modification of appearance of such Dwelling Units as first constructed.

(b)      Except as otherwise approved by Executive Board in accordance with Subsection 4.1.2 and Section 7.2 hereof, exterior masonry elements of all such exposed portions of all Dwelling Units shall remain as first constructed and shall not be painted, covered, enclosed or otherwise obstructed or modified in appearance.

(c)      Except as otherwise approved by the Executive Board in accordance with Subsection 4.1.2 and Section 7.2 hereof: (i) the exterior colors of all such exposed portions, roofs and doorways of all Dwelling Units shall remain the same as originally installed, including, but not limited to the color of walls, roof shingles, trim materials, doors, windows, shutters, garage doors and driveway/parking surfaces; and (ii) all replacement materials, whether structural or covering, shall perpetuate the same colors as originally installed in order to provide a consistent color scheme.

7.1.4. Condition. Each Unit Owner shall be solely responsible for maintaining the interior of the Dwelling located upon his or her Unit. Each Unit Owner and the Association shall be responsible for maintaining the exterior of such Unit in a clean, sanitary and attractive condition, in accordance with the allocation of responsibilities set forth in the "Chart of Maintenance Responsibilities" attached as Exhibit A to the Bylaws.

7.1.5. Landscaping. Each Unit Owner and the Association shall be responsible for maintaining the exterior grounds of such Unit, including any landscaping, in a clean, sanitary and attractive condition, in accordance with allocation of responsibilities set forth in the "Chart of Maintenance Responsibilities" attached as Exhibit A to the Bylaws.

7.1.6. Materials. Except as otherwise approved by the Executive Board in accordance with Subsection 4.1.2 hereof, all landscaping in front yards shall consist of natural materials, e.g., shrubs, trees, bushes, rocks, timbers, etc., and shall not include any artificial or man-made articles, e.g., statues, figures, birdbaths, windmills, etc.

7.1.7. Signs. No sign or billboard of any kind shall be displayed to the public view on any Unit, except for directional signs established by the Declarant or its designee, or signs used by the Declarant, its designee, their successors in title or assigns, to advertise Units for sale or rent. The Unit Owner of a particular Unit shall be permitted to place a sign upon the Unit for the purpose of advertising the Unit for sale or rent, subject to the provisions governing signs in the Rules and Regulations.

7.1.8. Temporary Structures. No structure of a temporary character, trailer, tent, shack, shed, garage, barn, or other out-building shall be constructed or used on any Unit at any time as a residence or storage facility, either temporarily or permanently. No motorhome, truck (except for pickup trucks up to one and one half ton size), trailer, camper, boat or similar equipment shall be permitted to remain upon any street within the Community or upon any Unit unless placed or maintained within an enclosed garage, except as permitted by the Rules and Regulations. Notwithstanding the provisions of this Subsection 7.1.8, the Declarant and the owner of any Unimproved Unit (including, without limitation, any Builder) may construct and maintain on any Unit temporary buildings, structures and vehicles used for construction and administration purposes for use in connection with the initial construction of improvements on any portion of the Units. The Declarant and (pursuant to certain agreements between the Declarant and a Builder) a Builder may also construct, operate and maintain one or more model homes and may maintain sales or rental offices in any Dwellings owned by Declarant or the Builder.

7.1.9. Satellite Dishes; Antennas. Each Unit Owner may install and maintain on his or her Unit satellite dishes or other facilities for the receipt of radio or television broadcasts, subject to compliance with the following requirements:

- (a) The satellite dish or other facilities must be of the smallest size reasonably commercially obtainable that will provide radio or television reception;

- (b) The satellite dish or other facilities may not be located in front of the plane created by the front of the Dwelling;
- (c) If possible, the satellite dish or other facilities shall not be visible from the street in front of the Dwelling;
- (d) Without limiting the preceding requirements, the location of such installations must be as unobtrusive as possible, provided reception is of adequate quality in such location;
- (e) Unit Owners may not install such facilities on or over the Common Elements or any other Unit not within the exclusive use or control of the Unit Owner;
- (f) The Executive Board, in its sole discretion, may require a Unit Owner at the sole expense of the Unit Owner, to paint or screen any such installation, provided that the painting or screening does not invalidate any manufacturer's warranty relating to such installation; and
- (g) The Unit Owner must submit a plan showing the proposed location and size of the satellite dish or other facilities to the Executive Board at least thirty (30) days prior to the installation thereof for a determination by the Executive Board whether such installation would comply with the requirements of this Subsection 7.1.9 (subject, however, to the Executive Board's discretion pursuant to Subsection 4.1.2 and Section 7.2 hereof).

In the event that these provisions contradict any rulings of the Federal Communications Commission or any other agency having jurisdiction (the "FCC") in effect, the then current rulings of the FCC shall prevail.

7.1.10. Fences. Fences may be constructed by Unit Owners, subject to the written approval of the Executive Board in accordance with Subsection 4.1.2 and Section 7.2 hereof, and further provided that they conform to the architectural style of the Dwellings in the Community. No chain-link, stockade or similar fences shall be permitted.

7.1.11. Animals. No animals other than customary household pets shall be housed, maintained or otherwise permitted in any Unit. All permitted pets shall be regularly housed in a Dwelling, and no exterior housing of pets shall be permitted on any Unit at any time.

7.1.12. Swimming Pools. In-ground swimming pools, hot tubs and customary accessory structures may be installed by Unit Owners, subject to the written approval of the Executive Board in accordance with Subsection 4.1.2 and Section 7.2 hereof. Unit Owners shall be responsible for obtaining all necessary governmental permits and approvals, including any zoning approval required by the municipality in which the Unit is located. No above-ground swimming pools shall be permitted on any Unit.

7.1.13. Storage Tanks. No above-ground or underground tanks for storage of petroleum products, propane or any other substance shall be permitted on any Unit, except as approved by the Executive Board.

7.1.14. Use of Streets. All streets within the Community are intended only for vehicular transportation and pedestrian travel of the Unit Owners, occupants and their invitees. Streets are not to be used as playgrounds, or for skateboarding, basketball or other athletic or recreational purposes, and the use thereof is prohibited.

7.1.15. Use of Common Elements. There shall be no obstruction of the Common Elements. Nothing may be placed or stored on the Common Elements without the prior consent of the Association. Nothing may be done on the Common Elements that would in any way interfere with the use and enjoyment of any other Unit Owner or occupant within the Community. The Association may impose additional restrictions on the use of the Common Elements as it deems necessary or advisable.

7.1.16. Limitations on Application of Restrictions. The restrictions set forth herein shall not apply to the Declarant, the Declarant's agents or employees, any approved Builder or Builders, during the course of construction of improvements on the Units or any portion thereof, to the extent that the restrictions would interfere with such construction.

7.1.17. Laws and Ordinances. Each Owner shall promptly comply with all laws, statutes, ordinances, rules and regulations of federal, state or municipal governments or authorities applicable to the use, occupancy, construction and maintenance of any Unit, including any Dwelling erected thereupon.

7.1.18. Drainage. Each Owner hereby covenants and agrees for himself, his heirs, assigns, vendees and successors in interest that he will refrain from interference with the established drainage pattern over his Unit from adjoining or other Units, and that he will make adequate provision for proper drainage from any such other Unit in the event the established drainage over his Unit is changed or altered. For the purpose hereof, "established drainage" is defined as the drainage which will occur at the time the overall grading of the lots, including the landscaping of each lot, is completed.

7.1.19. Subdivision. Subject to the provisions of Section 2.3 hereof, no Unit shall hereafter be subdivided or re-subdivided by any Unit Owner, nor shall any Unit Owner transfer or convey title to any part or portion of any Unit, except for a transfer or conveyance of title to the whole of said Unit. Any attempt to transfer or convey title to a part or portion of any Unit in violation of the provisions of this Subsection 7.1.19 shall be null and void and of no effect. Notwithstanding the foregoing, the Declarant may subdivide Units owned by the Declarant in accordance with Section 5215 of the Act.

7.1.20. Rules and Regulations. Reasonable Rules and Regulations, not in conflict with the provisions of this Declaration, concerning the use and enjoyment of the Property, may be promulgated from time to time by the Executive Board, subject to the right of the Association to change such Rules and Regulations. Copies of the then current

Rules and Regulations and any amendments thereto shall be furnished to all Unit Owners by the Executive Board promptly after the adoption of such Rules and Regulations or any amendments thereto.

Section 7.2. Waiver Requests. A Unit Owner may submit a written request to the Executive Board for approval to do anything that is forbidden under Section 7.1. The Executive Board shall submit all requests for waivers of the restrictions imposed by Subsections 7.1.3, 7.1.5, 7.1.6, 7.1.10 and 7.1.12 to the Architectural Review Committee for review and recommendation. The Executive Board shall consider, but shall not be bound by, the recommendation of the Architectural Review Committee in deciding whether to approve, disapprove or condition the approval of such requests. All other such requests may be decided by the Executive Board without prior submission of the request to the Architectural Review Committee. The Executive Board shall answer any written request for such approval, after Notice and Hearing, within sixty (60) days after the request thereof. Failure to do so within such time shall not constitute a consent by the Executive Board to the proposed action. The Executive Board shall review requests in accordance with the provisions of the Community Documents.

Section 7.3. Alterations and Improvements. Any applications to any department or to any governmental authority for a permit to make any addition, alteration or improvement in or to any Unit which shall have been approved by the Executive Board shall be the responsibility of and executed by the Unit Owner. Such execution will not, under any circumstances, create any liability on the part of the Association or any of its members to any contractor, subcontractor or materialman on account of such addition, alteration or improvement or to any person having any claim for injury to person or damage to property arising therefrom. All costs incurred for such additions, alterations and improvements to a Unit shall be the responsibility of the Unit Owner.

## ARTICLE VIII

### LEASING

Section 8.1. Leases. A Unit Owner may lease or sublease his Unit (but not less than his entire Unit) at any time and from time to time provided that:

8.1.1. All leases and rental agreements shall be in writing;

8.1.2. No lease or rental agreement shall be for a term of less than one (1) year. However, seasonal rentals of furnished Units for terms of less than one (1) year shall be permitted with the prior written approval of the Executive Board.

8.1.3. All leases and rental agreements shall state that they are subject to the requirements of the Community Documents and the Association;

8.1.4. A Unit Owner shall deliver a copy of the Declaration, the Bylaws and Rules and Regulations to the Unit Owner's tenant at the time any lease or



rental agreement is executed, and the tenant shall sign a receipt therefor. Copies of any amendments to the Declaration, the Bylaws and Rules and Regulations received by the Unit Owner during the term of the lease shall be forwarded to the tenant upon receipt if the amendment(s) affect the tenant's occupancy of the Unit;

8.1.5. The rights of any lessee of a Unit shall be subject to, and each lessee shall be bound by the Community Documents, and a default thereunder shall constitute a default under the lease;

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

8.1.7. A copy of such lease or rental agreement and a copy of the receipt referred to in Subsection 8.1.4 shall be furnished to the Executive Board within ten (10) days after execution of the lease;

8.1.8. A Unit Owner leasing his Unit shall provide his then current mailing address to the Executive Board, if at a location other than his Unit; and

8.1.9. No more than two (2) persons unrelated by blood or marriage shall occupy a leased Unit without the prior written consent of the Executive Board.

Section 8.2. Exceptions. Notwithstanding the foregoing, the provisions of this Article shall not apply to Units leased or subleased by the Declarant or any Builder.

## ARTICLE IX

### ASSESSMENT AND COLLECTION OF COMMON EXPENSES

Section 9.1. Definition of Common Expenses. Common Expenses shall include:

9.1.1. Expenses of administration, maintenance, and repair or replacement of the Common Elements, subject to the provisions of Section 9.2 hereof;

9.1.2. Expenses declared to be Common Expenses by the Community Documents or the Act;

9.1.3. Expenses agreed upon as Common Expenses by the Association; and

9.1.4. Such reserves as may be established by the Association, whether held in trust or by the Association, for repair, replacement or addition to the

Common Elements or any other real or personal property acquired or held by the Association.

Section 9.2. Apportionment of Common Expenses.

9.2.1. Subject to the terms of this Section 9.2, and except as provided in Section 9.3, all Common Expenses shall be assessed against all Units in accordance with their Allocated Interests determined in accordance with Section 2.1. In the event that the Community is merged or consolidated with one or more additional planned communities, as described in Subsection 18.3.1 hereof, the Allocated Interests and allocation of Common Expenses shall be modified as described in Subsection 18.3.2 hereof.

9.2.2. Notwithstanding Subsection 9.2.1 hereof, until a Dwelling Unit is completed, a Unit Owner shall be entitled to pay a reduced assessment for Common Expenses. That reduced assessment shall be an amount equal to the projected Common Expense assessment for the Dwelling Units, less those items not benefiting the Unimproved Units such as property insurance, replacement reserves and other maintenance of the Dwelling Units. The owners of the Unimproved Units shall pay their proportionate share of the assessments for Common Expenses for such items as Common Element landscaping, snow plowing, liability insurance, property management, professional auditing, etc.

Section 9.3. Special Allocations of Expenses as Limited Common Expenses.

9.3.1. Any Common Expense benefiting one or more, but fewer than all of the Units shall be assessed exclusively against the Unit or Units benefited.

9.3.2. Any Common Expense for services provided by the Association to an individual Unit shall be assessed against the Unit which benefits from such service.

9.3.3. Assessments to pay a judgment against the Association may be made only against the Units in the Community at the time the judgment was rendered, in proportion to their Common Expense liabilities, except as provided in Section 5319(c) of the Act.

9.3.4. If any Common Expense is caused by the negligence or misconduct of a Unit Owner, the Association may, after Notice and Hearing, assess that expense exclusively against his or her Unit.

9.3.5. Fees, including attorneys' fees, late charges, recording fees, fines and interest charged against a Unit Owner pursuant to the Community Documents and the Act are enforceable as Limited Common Expense assessments.

Section 9.4. Lien.

9.4.1. The Association has a statutory lien on a Unit for (a) any assessment levied against that Unit, and (b) late fees or fines imposed against the Unit Owner, each from the time the assessment, late fee or fine becomes delinquent. Fees, including attorneys' fees, late charges, recording fees, fines and interest charged pursuant to the Act and the Community Documents are enforceable as assessments under this Section 9.4. If an assessment is payable in installments, and one or more installments is not paid when due, the entire outstanding balance of the assessment becomes effective as a lien from the due date of the delinquent installment.

9.4.2. Any lien for delinquent Common Expense assessments or other charges that the Association has on a Unit will be subordinate to a first mortgage on the Unit, if the mortgage was recorded before the due date of the assessment or the due date of the unpaid installment, if the assessment is payable in installments.

9.4.3. Recording of this Declaration constitutes record notice and perfection of the lien. No further recordation of any claim of lien for assessment under this Section 9.4 is required.

9.4.4. A lien for unpaid assessments is extinguished unless proceedings to enforce the lien are instituted within three (3) years after the assessments become payable; provided, that if an Owner of a Unit subject to a lien under this Section 9.4 files a petition for relief under the United States Bankruptcy Code, the period of time for instituting proceedings to enforce the Association's lien shall be tolled until thirty days after the automatic stay of proceedings under Section 362 of the Bankruptcy Code is lifted.

9.4.5. This Section 9.4 does not (a) prohibit actions to recover sums for which Subsection 9.4.1. creates a lien or (b) prohibit the Association from taking a deed in lieu of foreclosure.

9.4.6. A judgment or decree in any action brought under this Section 9.4 shall include costs and reasonable attorney's fees for the prevailing party.

9.4.7. The Association's lien may be foreclosed in like manner as a mortgage on real property.

9.4.8. If a holder of a first or second Security Interest in a Unit forecloses that Security Interest, the purchaser at the foreclosure sale is not liable for any unpaid assessments against that Unit which became due before the sale, other than the assessments which are prior to that Security Interest in accordance with the provisions of the Act. Any unpaid assessments not satisfied from the proceeds of sale become Common Expenses collectible from all the Unit Owners, including the purchaser.

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

9.4.10. Any fees, including attorneys' fees, late charges, fines and interest which may be levied by the Executive Board pursuant to Sections 5302(a)(10), (11) and (12) of the Act, shall be subordinate to the lien of a Security Interest on a Unit.

Section 9.5. Budget Adoption. Immediately after adoption of any proposed budget or approval of any capital expenditure for the Community, the Executive Board shall provide a copy or summary of the budget and notice of any capital expenditure approved by the Executive Board to all the Unit Owners. Unless a majority of all Unit Owners vote to reject the budget or any capital expenditure approved by the Executive Board, within thirty (30) days after the approval, the budget or capital expenditure is ratified. In the event the proposed budget is rejected, the periodic budget last ratified by the Unit Owners shall be continued until such time as a subsequent budget is adopted by the Executive Board, and such subsequent budget is not rejected in accordance with this Section 9.5 and Section 5303(b) of the Act.

Section 9.6. Adoption of Non-Budgeted Common Expense Assessments. If the Executive Board votes to levy a Common Expense assessment not included in the current budget, other than one enumerated in Section 9.3 of this Declaration, the Executive Board shall immediately submit a copy or summary of such Common Expenses to the Unit Owners and such Common Expenses shall be subject to rejection in the same manner as a budget under Section 9.5 hereof. Notwithstanding the foregoing, the Unit Owners shall not have the power to reject the imposition of Common Expense assessments due to the actual cost of a budgeted item being in excess of the amount originally budgeted.

Section 9.7. Certificate of Payment of Common Expense Assessments. Upon receipt of a written request, the Association shall furnish to a Unit Owner a statement in recordable form setting forth the amount of unpaid assessments currently levied against the Unit as required by Section 5315(h) of the Act and any credits of surplus in favor of his or her Unit pursuant to Section 5313 of the Act. The statement, which shall be furnished within ten (10) business days after receipt of the request, shall be binding on the Association, the Executive Board and every Unit Owner.

Section 9.8. Frequency of Payment of Common Expenses. All Common Expenses and Limited Common Expenses assessed under Sections 9.2 and 9.3 shall be due and payable either on a monthly, quarterly or annual basis, as the Executive Board deems advisable. Special Assessments shall be due and payable in one or more installments and at such times determined by the Executive Board to be advisable.

Section 9.9. Acceleration of Common Expense Assessments. In the event of default for a period of ten (10) days by any Unit Owner in the payment of any Common Expense assessment levied against his or her Unit, the Executive Board shall have the right, after Notice and Hearing, to declare all unpaid assessments for the pertinent fiscal year to be immediately due and payable.

Section 9.10. Commencement of Common Expense Assessments. Common Expense assessments shall begin as of the date of the First Settlement. Notwithstanding

the foregoing, the Declarant may elect to delay the commencement of Common Expense assessments until a date later than the First Settlement, provided that it shall be solely responsible for all Association expenses prior to such commencement.

Section 9.11. Personal Liability of Unit Owners. The Owner of a Unit at the time a Common Expense assessment or portion thereof is due and payable is personally liable for the assessment. Personal liability for the assessment shall not pass to a successor in title to the Unit unless he or she agrees to assume the obligation.

Section 9.12. No Waiver of Liability for Common Expenses. No Unit Owner may exempt himself or herself from liability for payment of the Common Expenses by waiver of the use or enjoyment of the Common Elements or by abandonment of the Unit against which the assessments are made.

Section 9.13. Working Capital Fund. Commencing upon the First Settlement and thereafter at the closing with respect to each Initial Third Party Purchaser, the Association shall collect from each such Initial Third Party Purchaser the sum of Five Hundred Dollars (\$500.00), which amount shall be deposited and held in a separate account and used by the Association for proper Association purposes. No amount paid hereunder shall be considered an advance payment of regular Common Expense assessments. No Unit Owner is entitled to a refund of these monies from the Association upon the subsequent conveyance of his or her Unit or otherwise.

Section 9.14. Surplus Funds. Any excess amounts accumulated from Common Expense assessments, Limited Common Expense assessments or reserves, together with any income related thereto, which exceed the amounts required for each, shall be credited to each Unit in accordance with Section 5313 of the Act and shall be applied to subsequent assessments against each such Unit until exhausted.

Section 9.15. Association Records. During the period of the Declarant control, the Association shall keep detailed financial records, including, without limitation, a record of expenses paid by the Declarant until the commencement of Common Expense assessments by the Association under Section 5314(a) of the Act, and, for the period commencing on such date, a record for each Unit in the Community, including those owned by the Declarant or a Builder, of its Common Expense assessments and the payments thereof. The Association shall keep financial records sufficiently detailed to enable the Association to comply with Section 9.7 of the Declaration and Sections 5313, 5314, 5315, 5316, 5319(c) and 5407 of the Act. All financial and other records shall be made reasonably available for examination by any Unit Owner and his authorized agents.

## ARTICLE X

(Reserved)

ARTICLE XI

DECLARANT CONTROL AND SPECIAL DECLARANT RIGHTS

Section 11.1. Control.

11.1.1. The Declarant shall have the right to appoint and remove any and all officers and members of the Executive Board until the earliest of:

(a) seven (7) years after the date of the first conveyance of a Unit to a Unit Owner other than the Declarant,

(b) sixty (60) days after seventy-five percent (75%) of the Units that may be created have been conveyed to Unit Owners other than the Declarant,

(c) two (2) years after the Declarant or a Builder has ceased to offer Units for sale in the ordinary course of business, or

(d) two (2) years after any development right to add new Units was last exercised by the Declarant.

11.1.2. Upon the expiration of the period of Declarant control described in Subsection 11.1.1 above, all members of the Executive Board shall resign, and the Unit Owners (including the Declarant to the extent of Units owned by the Declarant) shall elect a new three (3) member Executive Board.

11.1.3. Notwithstanding the terms of Subsections 11.1.1 and 11.1.2 above, not later than sixty (60) days after conveyance of twenty-five percent (25%) of the Units to Unit Owners other than the Declarant, one (1) of the three (3) members of the Executive Board shall be elected by Unit Owners other than the Declarant.

11.1.4. Within sixty (60) days of the termination of the period of Declarant control, the Declarant shall deliver to the Association all property of the Unit Owners and of the Association held by or controlled by the Declarant, together with all applicable items designated in Section 5320 of the Act.

11.1.5. Following the transfer of control of the Executive Board by the Declarant to the Unit Owners pursuant to Subsection 11.1.2 hereof, the Unit Owners shall have the right to increase or decrease from time to time the number of members comprising the Executive Board.

Section 11.2. Special Declarant Rights. The Declarant reserves unto itself all Special Declarant Rights as defined in the Act. These Special Declarant Rights include, *inter alia*, the right to transfer any or all of the Declarant's Special Declarant Rights to one or more successors, provided that the transfer(s) shall be effected in accordance with the provisions of this Declaration and Section 5304 of the Act. Any successor to any Special

Declarant Right shall have the liabilities and obligations set forth in Section 5304(e) of the Act.

## ARTICLE XII

### LIMITATION OF LIABILITY

Section 12.1. Limited Liability of Members of the Executive Board. To the fullest extent permitted by Pennsylvania law, as now in effect and as modified from time to time, a member of the Executive Board shall not be personally liable for monetary damages for any action taken or any failure to take any action by:

12.1.1. the Executive Board; or

12.1.2. the Executive Board of any master association with respect to any powers delegated by the Association to the Master Association pursuant to Section 5302(a)(18) of the Act, following such delegation.

Section 12.2. Indemnification of Members of the Executive Board and Officers of the Association.

12.2.1. Third Party Actions. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Association) by reason of the fact that the person is or was an Executive Board member or officer of the Association, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement, actually and reasonably incurred by the person in connection with such threatened, pending or completed action, suit or proceeding.

12.2.2. Derivative Actions. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that the person is or was an Executive Board member or officer of the Association, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement, actually and reasonably incurred by the person in connection with such threatened, pending or completed action or suit by or in the right of the Association.

12.2.3. Procedure for Effecting Indemnification. Indemnification under Subsections 12.2.1 and 12.2.2 shall be automatic and shall not require any determination that indemnification is proper, except that no indemnification shall be made in any case where the act or failure to act giving rise to the claim for indemnification is determined by a court to have constituted willful misconduct or recklessness.

12.2.4. Expenses Advanced. The Association shall advance expenses incurred by an Executive Board member or officer of the Association who is entitled to be indemnified pursuant to the provisions of this Section 12.2 in advance of the final disposition of such action, suit or proceeding, upon receipt of an undertaking by or on behalf of such person to repay such amount if it shall ultimately be determined by a court of competent jurisdiction that such person is not entitled to be indemnified by the Association.

12.2.5. Indemnification of Other Persons. The Association may, at the discretion of, and to the extent and for such persons as determined by the Executive Board of the Association, (a) indemnify any person who neither is nor was an Executive Board member or officer of the Association but who is or was a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (and whether brought by or in the right of the Association), by reason of the fact that the person is or was a representative of the Association, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement, actually and reasonably incurred by the person in connection with such threatened, pending or completed action, suit or proceeding, and (b) pay such expenses in advance of the final disposition of such action, suit or proceeding, upon receipt of an undertaking by or on behalf of such person to repay such amount if it shall ultimately be determined by a court of competent jurisdiction that such person is not entitled to be indemnified by the Association.

## ARTICLE XIII

### INSURANCE

Section 13.1. Coverage. Commencing no later than the date of the First Settlement and to the extent reasonably available, the Executive Board shall obtain and maintain insurance coverage as set forth in Sections 13.2 and 13.3 and in accordance with the provisions of Section 5312 of the Act. If such insurance is not reasonably available, and the Executive Board determines that any insurance described herein will not be maintained, the Executive Board shall cause notice of that fact to be hand-delivered or sent prepaid by United States Mail to all Unit Owners at their respective last known addresses.

Section 13.2. Property Insurance. Subject to the provisions of Section 13.4 below, the Association shall obtain and maintain all property insurance required to be maintained by the Association by Section 5312 of the Act.

Section 13.3. Liability Insurance. The Association shall obtain and maintain comprehensive general liability insurance, including medical payments insurance, in an amount reasonably determined by the Executive Board but in no event less than One Million Dollars (\$1,000,000.00), 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. The policy shall name any managing agent as an additional insured. Upon creation of any additional property owners associations within Logan's Reserve, the Association may agree with those other property



owners associations to obtain a joint policy of liability insurance for any jointly used common elements.

Section 13.4. Unit Owner Policies. Each Unit Owner shall be solely responsible for obtaining all property and liability insurance on his Unit in compliance with Section 5312 of the Act, including (1) property insurance on any Dwelling located upon the Unit insuring against all common risks of direct physical loss in an amount at least equal to the full replacement value of the Dwelling, exclusive of land, excavations, foundations and other items normally excluded from property policies, and (2) comprehensive general liability insurance 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 Unit in an amount not less than One Million Dollars (\$1,000,000.00), or such other amount as may be reasonably determined from time to time by the Executive Board.

Section 13.5. Other Provisions. Insurance policies carried by the Association pursuant to this Article shall provide that:

13.5.1. Each Unit Owner is an insured person under the policy with respect to liability arising out of his membership in the Association.

13.5.2. The insurer waives its rights to subrogation under the policy against any Unit Owner or member of his household.

13.5.3. No act or omission by any Unit Owner, unless acting within the scope of his authority on behalf of the Association, will void the policy or be a condition to recovery under the policy.

13.5.4. If, at the time of a loss under the policy, there is other insurance in the name of a Unit Owner covering the same risk covered by the policy, the Association's policy provides primary insurance.

13.5.5. The insurer may not cancel or refuse to renew the policy until thirty (30) days after notice of the proposed cancellation or non-renewal has been mailed to the Association, each Unit Owner and each holder of a Security Interest to whom a certificate or memorandum of insurance has been issued, at their respective last known addresses.

Section 13.6. Fidelity Bonds. The Association shall maintain a blanket fidelity bond or similar security for anyone who either handles or is responsible for funds held or administered by the Association, whether or not he receives compensation for his services. The bond shall name the Association as obligee and shall cover the maximum funds that will be in the custody of the Association or the manager at any time while the bond is in force, and in no event less than the sum of three months' Common Expense assessments and reserve funds on deposit. The bond shall include a provision that calls for thirty (30) days' written notice to the Association before the bond can be canceled or substantially

modified for any reason. However, if cancellation is for nonpayment of premiums, only ten (10) days' notice shall be required.

Section 13.7. Worker's Compensation Insurance. The Executive Board shall obtain and maintain worker's compensation insurance to meet the requirements of the laws of the Commonwealth of Pennsylvania.

Section 13.8. Indemnification Insurance. The Executive Board shall obtain directors' and officers' liability insurance to satisfy the indemnification obligations set forth in Section 12.2 hereof, if and to the extent available at a reasonable cost.

Section 13.9. Other Insurance. The Association may carry other insurance that the Executive Board considers necessary or advisable to protect the Association or the Unit Owners.

Section 13.10. Premiums and Deductibles. Insurance premiums and deductibles for policies maintained by the Association shall be a Common Expense, unless the deductible may be charged against one or more Unit Owners pursuant to Section 5314(c)(4) of the Act.

#### ARTICLE XIV

##### DAMAGE TO OR DESTRUCTION OF PROPERTY

Section 14.1. Unit Owner's Duty to Restore. Any portion of the Property for which insurance is required to be maintained by a Unit Owner under Section 5312 of the Act or this Declaration, or for which insurance carried by the Unit Owner is in effect, whichever is more extensive, shall be repaired or replaced promptly by the Unit Owner in accordance with Section 5312 of the Act.

Section 14.2. Association's Duty to Restore. Any portion of the Property for which insurance is required to be maintained by the Association under Section 5312 of the Act or this Declaration, or for which insurance carried by the Association is in effect, whichever is more extensive, shall be repaired or replaced promptly by the Association in accordance with Section 5312 of the Act.

14.2.1. Cost. The cost of repair or replacement in excess of insurance proceeds with respect to losses for which insurance is required to be maintained by the Association by Section 5312 of the Act or this Declaration shall be a Common Expense.

14.2.2. Plans. The Property must be repaired and restored substantially in accordance with either the original plans and specifications or other plans and specifications which are compatible with the remainder of the Community and which have been approved by the Executive Board and Springfield Township or Loganville Borough, as applicable, following receipt of a recommendation from the Architectural Review Committee.

14.2.3. Replacement of Common Elements. The insurance proceeds attributable to the damaged Common Elements shall be used to restore the damaged area to a condition compatible with the remainder of the Community.

14.2.4. Insurance Proceeds. The insurance trustee, or if there is no insurance trustee, the Association, shall hold any proceeds from insurance maintained by the Association in trust for the Association, Unit Owners and lien holders as their interests may appear. Subject to the provisions of Section 5312(h)(1) of the Act, the proceeds shall be disbursed first for the repair or restoration of the damaged Property, and the Association, Unit Owners and lien holders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the Property has been completely repaired or restored, or the Community is terminated.

14.2.5. Certificates by the Executive Board. A trustee, if any, may rely on the following certifications in writing made by the Executive Board:

(a) Whether or not any portion of the damaged or destroyed Property is to be repaired or restored;

(b) The amount or amounts to be paid for repairs or restoration and the names and addresses of the parties to whom such amounts are to be paid.

14.2.6. Certificates by Attorneys. If payments are to be made to Unit Owners, the Executive Board, and the trustee, if any, shall obtain and may rely upon an attorney's certificate of title or a title insurance certificate, based on a search of the land records of the county in which the Property is located, from the date of the recording of the original Declaration stating the names of the Unit Owners and the holders of any mortgages upon the Units.

## ARTICLE XV

### AMENDMENTS TO DECLARATION

Section 15.1. Amendment Generally. Except in cases of amendments that may be executed by the Declarant in the exercise of its Special Declarant Rights, including those rights described in Articles XX, XXI or XXII of this Declaration, or by the Association pursuant to Section 15.6 hereof, or as otherwise permitted or required by other provisions of this Declaration or the Act, this Declaration, including the Plats and Plans, may be amended only by vote or agreement of Unit Owners of Units to which at least eighty percent (80%) of the votes in the Association are allocated.

Section 15.2. Limitation of Challenges. No action to challenge the validity of an amendment adopted by the Association pursuant to this Article may be brought more than one year after the amendment is recorded.

Section 15.3. Recordation of Amendments. Every amendment to this Declaration shall be recorded in the county in which the Property is located and shall be effective only on recording. An amendment shall be indexed in the name of the Community in both the grantor and grantee Index.

Section 15.4. Execution of Amendments. Amendments to this Declaration required by the Act to be recorded by the Association, which have been adopted in accordance with this Declaration and the Act, shall be prepared, executed, recorded and certified on behalf of the Association by any officer of the Association designated for that purpose or, in the absence of designation, by the president of the Association.

Section 15.5. Special Declarant Rights. Provisions in this Declaration or in the Act creating or modifying Special Declarant Rights may not be amended without the consent of the Declarant.

Section 15.6. Corrective 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, including the Plats and Plans, that is defective, missing or inconsistent with any other provisions contained therein or with the Act, or if such amendment is necessary to conform to the requirements of the Federal Housing Administration, Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation or other agency or entity with national or regional standards for mortgage loans with respect to planned community projects, then at any time and from time to time the Executive Board may effect an appropriate corrective amendment without the approval of the Unit Owners or the holders of any Security Interest in all or any part of the Property, 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 Section 15.6.

## ARTICLE XVI

### AMENDMENTS TO BYLAWS

Section 16.1. Amendments to Bylaws. The Bylaws may be amended only by vote of two-thirds (2/3) of the members of the Executive Board, following Notice and Comment to all Unit Owners, at any meeting duly called for such purpose. Corrective amendments to the Bylaws may be effected in the same manner as amendments to the Declaration described in Section 15.6 hereof.

## ARTICLE XVII

### RIGHTS TO NOTICE AND COMMENT; NOTICE AND HEARING

Section 17.1. Right to Notice and Comment. Before the Executive Board amends the Bylaws or the Rules and Regulations, whenever the Community Documents require that an action be taken after "Notice and Comment", and at any other time the

Executive Board determines, the Unit Owners have the right to receive notice of the proposed action and the right to comment orally or in writing. Notice of the proposed action shall be given to each Unit Owner in writing and shall be delivered personally or by mail to all Unit Owners at such address as appears in the records of the Association, or published in a newsletter or similar publication that is routinely circulated to all Unit Owners. The notice shall be given not less than five (5) days before the proposed action is to be taken.

Section 17.2. Right to Notice and Hearing. Whenever the Community Documents require that an action be taken after "Notice and Hearing", the following procedure shall be observed: The party proposing to take the action (e.g., the Executive Board, a committee, an officer, the manager, etc.) shall give written notice of the proposed action to all Unit Owners or occupants of Units whose interest would be significantly affected by the proposed action. The notice shall include a general statement of the proposed action and the date, time and place of the hearing. At the hearing, the affected person shall have the right, personally or by a representative, to give testimony orally, in writing or both (as specified in the notice), subject to reasonable rules of procedure established by the party conducting the meeting to assure a prompt and orderly resolution of the issues. Such evidence shall be considered in making the decision but shall not bind the decision makers. The affected person shall be notified of the decision in the same manner in which notice of the meeting was given.

Section 17.3. Appeals. Any person having a right to Notice and Hearing shall have the right to appeal to the Executive Board from a decision of any person or persons other than the Executive Board by filing a written notice of appeal with the Executive Board within ten (10) days after being notified of the decision. The Executive Board shall conduct a hearing within thirty (30) days, giving the same notice and observing the same procedures as were required for the original meeting. Otherwise, the decisions of the Executive Board are final.

## ARTICLE XVIII

### POWERS OF THE ASSOCIATION

Section 18.1. Powers of the Association. Subject to the provisions of this Declaration, the Association shall have all of the powers designated in Section 5302 of the Act, including the right to assign its right to receive future income, including payments made on account of any assessment against any Unit for Common Expenses and Limited Common Expenses.

Section 18.2. Delegation of Powers to Master Association. Following the expiration or termination of the Special Declarant Rights described in Subsection 18.2.1 hereof, the Association shall have the right to assign or delegate any of its powers listed in Section 5302 of the Act to a master association, provided that any such assignment or delegation is made subject to the provisions of Section 5222 of the Act. To the fullest extent permitted by Pennsylvania law, as now in effect and as modified from time to time, a member of the Executive Board of any master association shall not be personally liable for

monetary damages for any action taken, or any failure to take any action, by the Executive Board of the said master association.

18.2.1. Reservation. The Declarant hereby explicitly reserves the Special Declarant Right, under Section 5205(13) of the Act, to assign or delegate any or all of the powers of the Association to a master association under Section 5222 thereof, without the consent of any Unit Owner or holder of any Security Interest in any Unit. This right shall continue until the seventh (7th) anniversary of the recording of this Declaration, unless terminated prior to such anniversary upon the filing of an amendment to this Declaration by the Declarant. The Declarant expressly reserves the right to make such assignment(s) or delegation(s) at any time, at different times, in any order and without limitation. The Declarant shall also have the right to accept on behalf of the Association any assignment or delegation of powers from one or more planned community or condominium associations, provided such planned community or condominium is located within the boundaries of Logan's Reserve. There are no other limitations on this right to delegate powers of the Association to a master association.

Section 18.3. Merger or Consolidation. Following the expiration or termination of the Special Declarant Rights described in Subsection 18.3.1 hereof, the Association shall have the power to merge or consolidate the Community with one or more other planned communities or condominiums into a single planned community provided that such merger or consolidation is made in accordance with the provisions of Section 5223 of the Act, and further provided that the merged planned communities or condominiums are all located within the boundaries of Logan's Reserve, including any expansion thereof pursuant to Article XXII hereof.

18.3.1. Reservation. The Declarant hereby explicitly reserves the Special Declarant Right, under Section 5205(14) of the Act, to cause the Community to be merged or consolidated with one or more other planned communities or condominiums under Section 5223 thereof, without the consent of any Unit Owner or holder or insurer of any Security Interest in any Unit. This right shall continue until the seventh (7th) anniversary of the recording of this Declaration, unless terminated prior to such anniversary upon the filing of an amendment to this Declaration by the Declarant. The Declarant expressly reserves the right to make such merger(s) or such consolidation(s) at any time, at different times, in any order, without limitation; provided that the merged or consolidated communities shall not extend beyond the boundaries of Logan's Reserve, including the Additional Real Estate as described in Exhibit F attached hereto. There are no other limitations on this right to merge or consolidate the Community with other planned communities or condominiums.

18.3.2. Restrictions. The buildings and the Units that are part of other communities or condominiums merged or consolidated with the Community must be compatible (but not necessarily the same) in terms of architectural style, quality of construction, and materials with the Units in the Community. All restrictions in this Declaration affecting use, occupancy and alienation of Units shall apply to the units created in the other planned communities or condominiums, although there may be some differences in the restrictions applicable to different styles of homes (e.g., single-family

detached homes, townhouse style homes, et al). Because the Declarant may make changes to the plans for additional planned communities or condominiums within the boundaries of Logan's Reserve prior to obtaining final township approval and recording, no assurances are made regarding the exact lot configuration, description or location of any other buildings, improvements, common elements or limited common elements that may be created in the additional planned communities or condominiums. No assurances are made regarding the proportion of units to limited common elements that may be created in the additional planned communities or condominiums. The maximum number of Units in the merged or consolidated planned communities (including the Community) shall be no more than six hundred (600) Units. In the event that the Community is merged with one or more additional planned communities or condominiums as described in Subsection 18.3.1 hereof, the Allocated Interest appurtenant to each Unit shall be recalculated (decreased) by (1) converting a fraction to a decimal, the numerator of which fraction shall be one (1) and the denominator of which fraction shall be the total number of units in the merged or consolidated planned communities (including the Community), (2) multiplying the aforementioned fraction by a factor to be assigned by the Declarant, as described in Subsection 2.1.4 hereof. In the event that the Declarant does not merge or consolidate the other planned communities or condominiums with the Community, the assurances contained in this Section 18.3 shall not apply in any way to the other planned communities or condominiums or any portion thereof.

Section 18.4. Conveyance or Encumbrance of the Common Elements. Provided that Unit Owners entitled to cast at least eighty percent (80%) of the votes in Association, at least eighty percent (80%) of which affirmative votes are allocated to Units not owned by the Declarant, agree, any one or more portions of the Common Elements may be conveyed or subjected to a Security Interest by the Association. Any conveyance or encumbrance of the Common Elements by the Association shall be effected in strict accordance with Section 5318 of the Act.

Section 18.5. Judgments Against the Association. Any creditor of the Association pursuant to a Security Interest obtained under Section 18.4 hereof shall exercise its rights against the Common Elements before its judgment lien on any Unit may be enforced. Otherwise, as a general rule, any judgment for money against the Association, upon perfection as a lien on real property, shall not be a lien on the Common Elements, but shall constitute a lien against all of the Units in the Community at the time the judgment was entered. Any Unit Owner may have his or her Unit released from the lien of the judgment upon payment of that portion of the lien attributable to his Unit in accordance with Section 5319(c) of the Act. After payment, the Association may not assess or have a lien against that Unit Owner's Unit for any portion of the Common Expense incurred in connection with that lien. A judgment indexed against the Association must be indexed against the Community and the Association, and when so indexed, shall constitute notice of the lien against the Units.

## ARTICLE XIX

## COMMUNITY AMENITIES

Section 19.1. Community Amenities. The Declarant may construct certain amenities within Logan's Reserve, which may, but are not required to, include, a community center, putting green, a swimming pool, a basketball court and walking trails. The Declarant presently intends to construct any such amenities at its initial expense, and the said amenities shall be Common Facilities or Community Amenities. Thereafter, the Association shall be responsible for the maintenance, improvement, repair, replacement, regulation, management, insurance and control of such Common Facilities or Community Amenities, the cost of which shall be assessed as a Common Expense allocated in the reasonable judgment of the Association in accordance with the provisions of the Act.

## ARTICLE XX

## CONVERTIBLE REAL ESTATE

Section 20.1. Reservation. The Declarant hereby explicitly reserves an option, until the seventh (7th) anniversary of the recording of this Declaration, to convert all or any portion of the Convertible Real Estate to Units, Limited Common Elements or any combination thereof from time to time in compliance with Section 5211 of the Act, without the consent of any Unit Owner or holder or insurer of any Security Interest in any Unit. This option to convert may be terminated prior to such anniversary only upon the filing of an amendment to this Declaration by the Declarant. The Declarant expressly reserves the right to convert any or all portions of the Convertible Real Estate at any time, at different times, in any order, without limitation and without any requirement that any other real estate be converted, added or withdrawn; provided, however, that the Convertible Real Estate shall not exceed the area(s) described as such on Exhibit D attached hereto. There are no other limitations on this option to convert Convertible Real Estate.

Section 20.2. Assurances. If the Convertible Real Estate is converted, the Units on the Convertible Real Estate are expected to be located approximately as shown on the Subdivision Plan, as the same may be amended or modified by Declarant from time to time in accordance with all municipal and other governmental requirements. Notwithstanding the foregoing, no assurances are made regarding the actual Unit configuration, the description or location of any Dwellings or other improvements, Common Elements or Limited Common Elements that may be created on the Convertible Real Estate. At such time as all of the Convertible Real Estate is completely converted, the maximum number of Units in the Community as an aggregate will be no more than six hundred (600) Units. All Units that may be created within the Convertible Real Estate are restricted to residential use substantially to the same extent as all other Units. Any buildings to be constructed within the Convertible Real Estate and Units therein shall be compatible (but not necessarily the same) in quality of construction, materials and architectural style with the buildings and Units on other portions of the Property. All restrictions in this Declaration affecting use, occupancy and alienation of Units shall apply to



Units created within the Convertible Real Estate, although there may be some differences in the restrictions applicable to different styles of homes (e.g., single-family detached homes, townhouse style homes, et al). No assurances are made as to any other improvements and Limited Common Elements to be made or created in the Convertible Real Estate, nor to the proportion of Limited Common Elements to Units therein. The Allocated Interest appurtenant to each Unit created within the Convertible Real Estate and the other existing Units shall be recalculated as required by Sections 2.1 and 9.2 hereof.

## ARTICLE XXI

### WITHDRAWABLE REAL ESTATE

Section 21.1. Reservation to Withdraw. The Declarant hereby explicitly reserves an option, until the seventh (7th) anniversary of the recording of this Declaration, to withdraw all or any portion of the Withdrawable Real Estate in compliance with Section 5212 of the Act, without the consent of any Unit Owner or holder or insurer of any Security Interest in any Unit. This option to withdraw may be terminated prior to such anniversary only upon the filing of an amendment to this Declaration by the Declarant. The Declarant expressly reserves the right to withdraw any or all portions of the Withdrawable Real Estate at any time, at different times, in any order, without limitation and without any requirement that any other real estate be converted, added or withdrawn; provided, however, that the Withdrawable Real Estate shall not exceed the area(s) described as such on Exhibit E attached hereto. There are no other limitations on this option to withdraw Withdrawable Real Estate. The Allocated Interest appurtenant to each Unit in the Community as of the date this Declaration or any amendments thereto are recorded will be unaffected by the withdrawal of all or any part of the Withdrawable Real Estate. In the event that the Declarant shall withdraw all or any portion of the Withdrawable Real Estate, the assurances, if any, contained in this Declaration shall not apply to the Withdrawable Real Estate withdrawn from the Community.

Section 21.2. Easements Regarding Withdrawable Real Estate. If and when Withdrawable Real Estate is withdrawn from the Property in accordance with the provisions of this Declaration, the following reciprocal easements shall be created and granted in favor of and against the Unit Owners and the Association, on the one hand, and the owners and occupants of the portion of the Withdrawable Real Estate withdrawn from the Property, on the other hand:

21.2.1. A non-exclusive easement and right-of-way over, on, and upon any roads and streets created within the Property for ingress and egress to and from any public streets serving the Property;

21.2.2. The right of access for the placement and maintenance of underground utility facilities to serve any owner of any portion of the Property, including, inter alia, electrical, gas (including without limitation propane gas), telephone, sewer and water lines provided that the exercise of said rights does not materially interfere with the existing utility facilities;

21.2.3. The right to use and gain access to existing utility facilities located on the Property, including, inter alia, the waterlines, sanitary sewer and storm sewer facilities, and to tie into said facilities, together with the right to install and maintain new utility facilities, provided that the exercise of such rights does not materially interfere with the existing utility facilities;

21.2.4. The right to enter upon the Property at reasonable times for the purpose of laying, constructing, inspecting, maintaining, repairing or removing said utility facilities.

Prior to withdrawing Withdrawable Real Estate, the Declarant shall execute and record a Declaration of Reciprocal Easements creating the rights above, subject, inter alia, to the following conditions:

21.2.5. The party exercising such easement rights for the installation of utility facilities shall be solely responsible for all expenses of whatever nature with regard to the initial construction and installation of said utility facilities;

21.2.6. Any party exercising the easement right to install utility facilities over, under or through the Property shall observe all applicable laws pertaining thereto. All work shall be done during reasonable times, following reasonable notice to any party who will be affected by the work, and shall be done in a manner which shall not unreasonably interfere with the use of the Property by the owners and occupants thereof;

21.2.7. The party exercising such easement right, at its sole cost, shall promptly restore the Property to its original condition;

21.2.8. The expense of operating, maintaining and repairing any area or facility, subject to a reciprocal easement, shall be equitably apportioned among the owners using said areas or easements, considering all pertinent use factors.

21.2.9. The party exercising any easement right shall indemnify and hold harmless all other owners within the Property from all loss, damage, claims or expenses, including reasonable attorneys' fees, resulting from its negligent or improper exercise of the easements and other rights granted herein.

## ARTICLE XXII

### OPTION TO EXPAND THE COMMUNITY

Section 22.1. Reservation. The Declarant hereby explicitly reserves an option, until the seventh (7th) anniversary of the recording of this Declaration, to add Additional Real Estate to the Community in compliance with Section 5211 of the Act,

without the consent of any Unit Owner or holder or insurer of any Security Interest in any Unit. This option to expand may be terminated prior to such anniversary only upon the filing by the Declarant of an amendment to this Declaration. The Declarant expressly reserves the right to add the Additional Real Estate at any time, at different times, in any order, without limitation and without any requirement that any other real estate be added, converted or withdrawn; provided, however, that the Additional Real Estate shall not exceed the area described as such on Exhibit F attached hereto. There are no other limitations on this option to add Additional Real Estate to the Community. Any Additional Real Estate added to the Community shall be added as Convertible and Withdrawable Real Estate subject to all of the provisions of Articles XX and XXI, inter alia, of this Declaration.

Section 22.2. Assurances. The Declarant makes no assurances as to the location and description of improvements and Common Elements that may be made or created within the Additional Real Estate. At such time as the Community is expanded, the maximum number of Units that may be created within the Additional Real Estate as an aggregate will be one hundred (100) Units, which are hereby restricted to residential use substantially to the same extent as all other Units. An assurance is hereby given that any improvements to be constructed on the Additional Real Estate and the Units therein are and will be compatible (but not necessarily the same) in quality of construction, materials and architectural style with the Units in the Property. The Declarant expressly reserves the right to designate Common Elements in the Additional Real Estate which may be assigned subsequently as Limited Common Elements. The Declarant makes no assurances as to type, size, maximum number of such Common Elements and Limited Common Elements, assignment of Limited Common Elements to the Units, or the proportion of Units to Limited Common Elements. The Allocated Interest appurtenant to each Unit in the Additional Real Estate and the Property shall be recalculated as required by Sections 2.1 and 9.2 hereof. All restrictions in this Declaration affecting use, occupancy and alienation of Units shall apply to the Units created in the Additional Real Estate. In the event that the Declarant does not add any portion of the Additional Real Estate, the assurances contained in this Article shall not apply in any way to the Additional Real Estate or any portion thereof.

## ARTICLE XXIII

### TERMINATION OF THE COMMUNITY

Section 23.1. Procedure for Termination. Except in the case of a taking of all of the Units in the Community by eminent domain, the Community may be terminated by agreement of Unit Owners of Units to which at least eighty percent (80%) of the votes in the Association are allocated, at least eighty percent (80%) of which affirmative votes shall be allocated to Units not owned by the Declarant or the Builder.

## ARTICLE XXIV

## INTERPRETATION

Section 24.1. Interpretation. The provisions of this Declaration shall be liberally construed in order to effectuate the Declarant's desire to create a uniform plan for development and operation of the Community. The headings preceding the various paragraphs of this Declaration and the Table of Contents are intended solely for the convenience of readers of this Declaration.

## ARTICLE XV

## SEVERABILITY

Section 25.1. Severability. The provisions of this Declaration shall be deemed independent and severable, and the invalidity or unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision or portion thereof unless such deletion shall destroy the uniform plan for development and operation of the planned community which this Declaration is intended to create.

## ARTICLE XXVI

## EFFECTIVE DATE

Section 26.1. Effective Date. This Declaration shall become effective on the date on which it is recorded (the "Effective Date").

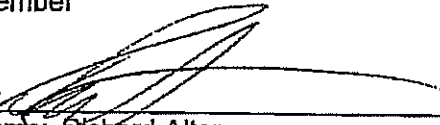
IN WITNESS WHEREOF, the Declarant, intending to be legally bound hereby has  
duly executed this Declaration, as of this 13 day of May, 2004.

WITNESS:

LOGAN'S RESERVE DEVELOPMENT, LLC

By: Skipjack Springfield, LLC, Managing  
Member

Margaret Larson


By:   
Name: Richard Alter  
Title: Manager

**CONSENT**

As of this 13th day of May, 2004, U.S. Home Corporation, a Delaware corporation, d/b/a Barry Andrews Homes (an "Initial Builder"), has executed this Consent to the Declaration of Covenants and Restrictions for Logan's Reserve, A Planned Community ("Declaration"), to which it is appended, to acknowledge, agree with, and consent to, the terms and provisions of Section 1.3 of the Declaration, and all other provisions expressly set forth in the Declaration which apply to a "Builder", as defined in the Declaration. This Consent is required because the Initial Builder has been granted the right to purchase certain Units within the Property pursuant to a written Lot Purchase Agreement which predates the date of the Declaration and, therefore, requires the Initial Builder to subject the rights conferred to it in portions of the Property by the terms of the Lot Purchase Agreement to the provisions of the Declaration.

IN WITNESS WHEREOF, the Initial Builder, intending to be legally bound hereby, has duly executed this Consent, as of the day and year first set forth above.

U.S. HOME CORPORATION d/b/a  
BARRY ANDREWS HOMES

By   
Craig J. Kehoe  
Vice President

BOOK

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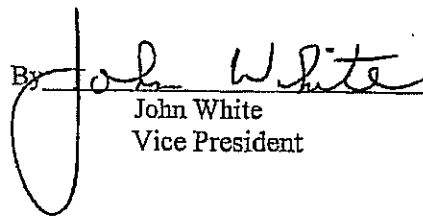
8928

CONSENT

As of this 13th day of May, 2004, U.S. Home Corporation, a Delaware corporation, d/b/a Patriot Homes (an "Initial Builder"), has executed this Consent to the Declaration of Covenants and Restrictions for Logan's Reserve, A Planned Community ("Declaration"), to which it is appended, to acknowledge, agree with, and consent to, the terms and provisions of Section 1.3 of the Declaration, and all other provisions expressly set forth in the Declaration which apply to a "Builder", as defined in the Declaration. This Consent is required because the Initial Builder has been granted the right to purchase certain Units within the Property pursuant to a written Lot Purchase Agreement which predates the date of the Declaration and, therefore, requires the Initial Builder to subject the rights conferred to it in portions of the Property by the terms of the Lot Purchase Agreement to the provisions of the Declaration.

IN WITNESS WHEREOF, the Initial Builder, intending to be legally bound hereby, has duly executed this Consent, as of the day and year first set forth above.

U.S. HOME CORPORATION d/b/a  
PATRIOT HOMES

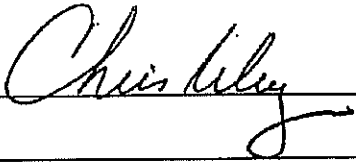
By  \_\_\_\_\_  
John White  
Vice President

CONSENT

On this 13th day of May, 2004, Grayson Homes at Logan's Reserve, LLC, a Pennsylvania limited liability company (an "Initial Builder"), has executed this Consent to the Declaration of Covenants and Restrictions for Logan's Reserve, A Planned Community ("Declaration"), to which it is appended, to acknowledge, agree with, and consent to, the terms and provisions of Section 1.3 of the Declaration, and all other provisions expressly set forth in the Declaration which apply to a "Builder", as defined in the Declaration. This Consent is required because the Initial Builder has been granted the right to purchase certain Units within the Property pursuant to a written Lot Purchase Agreement which predates the date of the Declaration and, therefore, requires the Initial Builder to subject the rights conferred to it in portions of the Property by the terms of the Lot Purchase Agreement to the provisions of the Declaration.

IN WITNESS WHEREOF, the Initial Builder, intending to be legally bound hereby, has duly executed this Consent, as of the day and year first set forth above.

WITNESS/ATTEST:

GRAYSON HOMES AT LOGAN'S  
RESERVE, LLC  
\_\_\_\_\_By 

Name: CYNTHIA M. MCHUGHE

Title: PRESIDENT

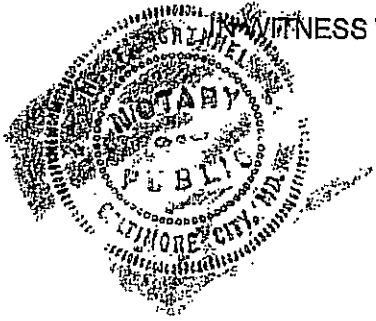


STATE OF Maryland  
COUNTY OF Baltimore

SS:

On this, the 17 day of May, 2004, before me, a Notary Public, the undersigned officer, personally appeared Richard Alter, who acknowledged himself to be the Manager of LOGAN'S RESERVE DEVELOPMENT, LLC, a Maryland limited liability company, and that he as such Manager, being authorized to do so, executed the foregoing instrument for the purposes therein contained as Manager of said limited liability company.

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



[Signature]  
Notary Public  
(SEAL)

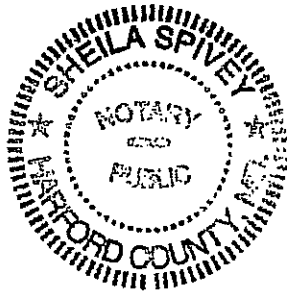
My Commission Expires:

M. F. GRIMMEL  
Notary Public  
Baltimore City  
MARYLAND  
My Commission Expires April 01, 2008

STATE OF Maryland :  
COUNTY OF Harford : SS:  
:

On this, the 14 day of May, 2004, before me, a Notary Public, the undersigned officer, personally appeared Craig J. Kehoe, who acknowledged himself to be a Vice President of U.S. HOME CORPORATION, a Delaware corporation, d/b/a BARRY ANDREWS HOMES, and that he as such Vice President, being authorized to do so, executed the foregoing instrument for the purposes therein contained as Vice President of said corporation.

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



Sheila Spivey  
Notary Public

(SEAL)

My Commission Expires: 3/5/2007

I Certify This Document To Be  
Recorded In York County, Pa.



Gene M. Reinger  
Recorder of Deeds

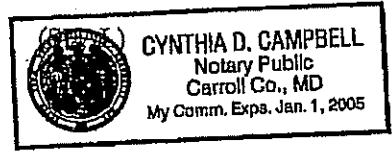
STATE OF Maryland :  
COUNTY OF Carroll : SS:  
:

On this, the 17th day of May, 2004, before me, a Notary Public, the undersigned officer, personally appeared John White, who acknowledged himself to be a Vice President of U.S. HOME CORPORATION, a Delaware corporation, d/b/a PATRIOT HOMES, and that he as such Vice President, being authorized to do so, executed the foregoing instrument for the purposes therein contained as Vice President of said corporation.

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

Cynthia D. Campbell  
Notary Public

My Commission Expires: January 1, 2005



STATE OF MD  
COUNTY OF Baltimore

:  
: SS:  
:

On this, the 19<sup>th</sup> day of May, 2004, before me, a Notary Public, the undersigned officer, personally appeared Cynthia McAuliffe, who acknowledged her/himself to be the President of GRAYSON HOMES AT LOGAN'S RESERVE, LLC, a Pennsylvania limited liability company, and that (s)he as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained as President of said limited liability company.

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



My Commission Expires: 10/14/04

Anna J. Clark  
Notary Public  
(SEAL)

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**EXHIBIT A**

**LEGAL DESCRIPTION OF THE REAL ESTATE**

ALL THAT CERTAIN parcel of land containing 426.577 acres, more or less, as more particularly bounded and described in a certain deed dated August 12, 2003 from Kauri Corporation, a Pennsylvania corporation, as grantor, to Logan's Reserve Development, LLC, a Maryland limited liability company, as grantee, recorded in York County Record Book 1603, Page 2781, the legal description for which is incorporated herein by reference thereto.

EXCEPTING AND RESERVING thereout and therefrom Parcel A, as depicted on the Final Subdivision Plan for Phase I of Logan's Reserve recorded in York County Plan Book SS, Page 612. The said Parcel A is located on the eastern side of Player Boulevard, near its intersection with West Ore Street. Parcel A is intended to be conveyed to Donald L. Smith and Phyllis M. Smith, as a lot add-on to their adjoining property identified as Lot 1 on a certain subdivision plan recorded in York County Plan Book AA, Page 940 and more particularly described in York County Deed Book 41-S, Page 45.

## EXHIBIT A-1

### RECORDED EASEMENTS AND LICENSES AFFECTING THE PROPERTY

1. Riparian rights vested in others in and to stream crossing the Property.
2. Restrictions, conditions, easements, rights-of-way and setbacks set forth on the plans recorded in Plan Books 00, Page 658; KK, Page 188; NN, Page 279; RR, Page 384; HH, Page 513; FF, Page 869; and II, Page 150.
3. Rights granted to Metropolitan Edison Company recorded in Record Books 89-A, Page 945; 35-Q, Page 119; 75-B, Page 109; 52-K, Page 640; 1372, Page 2688; 96-W, Page 256; 59-E, Page 135; 39-Q, Page 462; 69-H, Page 872; 36-I, Page 98; 89-E, Page 157; 93-S, Page 936; 61-G, Page 996; 38-B, Page 531; 38-B, Page 519; and 3813, Page 523.
4. Amended and Restated Declaration of Development Covenants for Logan's Reserve (the "Development Covenants") recorded in Record Book 1650, Page 4867. In the event of any conflict or variation between the provisions of the Development Covenants and the provisions of this Declaration, the provisions of the Development Covenants shall control.
5. Conditions set forth in Record Books 107-O, Page 698.
6. Rights granted to Edison Light and Power Company recorded in Record Books 35-A, Page 374; 33-P, Page 548; and 35-A, Page 375.
7. Conditions set forth in an Agreement recorded in Record Book 1387, Page 6932.
8. Rights granted to General Telephone Company of Pennsylvania recorded in Record Books 86-T, Page 837; and 70-K, Page 600.
9. Conditions shown on unrecorded surveys referred to in Record Books 102-I, Page 317; 1279, Page 8212; and 102-I, Page 313.
10. Rights granted to York Telephone & Telegraph Company recorded in Record Books 65-L, Page 1057; and 69-H, Page 872.
11. Rights granted to Glen Rock Electrical Light and Power Company recorded in Record Books 31-C, Page 320; 27-G, Page 556; 24-M, Page 263; 27-Z, Page 650; 27-G, Page 550; 28-N, Page 9 and 24-M, Page 235.
12. Resolution creating Agricultural Security Area recorded in Record Books 389, Page 408; and 1254, Page 6085.

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13. Rights of the public and others in and to the use of roads located within or adjacent to the Property.
14. Reservation set forth in Record Book 1381, Page 3905.
15. Conditions shown on the Subdivision Plan, as defined in Section 1.5.2 of this Declaration.
16. Conditions shown on the Final Phase I Subdivision Plan for Logan's Reserve recorded in York County Plan Book SS, Page 612.
17. Conditions set forth in the Permanent Conservation Easement Logan's Reserve Vegetated Stream Buffer Easement recorded in Record Book 1592, Page 7545.
18. Conditions set forth in the Permanent Conservation Easement Logan's Reserve Wetlands Easement recorded in Record Book 1592, Page 7535.

## EXHIBIT B

## ALLOCATED INTERESTS APPURTENANT TO UNITS

Unit Number	Share of Common Expense Liability	Number of Votes in Association Matters
1	1.149425	1
2	1.149425	1
3	1.149425	1
4	1.149425	1
5	1.149425	1
6	1.149425	1
7	1.149425	1
8	1.149425	1
9	1.149425	1
10	1.149425	1
11	1.149425	1
12	1.149425	1
13	1.149425	1
14	1.149425	1
15	1.149425	1
16	1.149425	1
17	1.149425	1
18	1.149425	1
19	1.149425	1
20	1.149425	1
21	1.149425	1
22	1.149425	1
23	1.149425	1
24	1.149425	1
25	1.149425	1
26	1.149425	1
27	1.149425	1
28	1.149425	1
29	1.149425	1
30	1.149425	1
31	1.149425	1
32	1.149425	1
33	1.149425	1
34	1.149425	1



Unit Number	Share of Common Expense Liability	Number of Votes in Association Matters
35	1.149425	1
36	1.149425	1
37	1.149425	1
38	1.149425	1
39	1.149425	1
40	1.149425	1
41	1.149425	1
42	1.149425	1
43	1.149425	1
44	1.149425	1
45	1.149425	1
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62	1.149425	1
63	1.149425	1
64	1.149425	1
65	1.149425	1
66	1.149425	1
67	1.149425	1
68	1.149425	1
69	1.149425	1
70	1.149425	1
71	1.149425	1
72	1.149425	1
73	1.149425	1

(A541107:)

Unit Number	Share of Common Expense Liability	Number of Votes in Association Matters
74	1.149425	1
75	1.149425	1
76	1.149425	1
77	1.149425	1
78	1.149425	1
79	1.149425	1
80	1.149425	1
194	1.149425	1
195	1.149425	1
196	1.149425	1
197	1.149425	1
198	1.149425	1
199	1.149425	1
200	1.149425	1
<b>TOTAL (87 Units)</b>	<b>99.999975</b>	<b>87</b>

**EXHIBIT C****PLATS AND PLANS**

The Plats and Plans for Logan's Reserve, A Planned Community, consisting of five (5) pages dated May 7, 2004, are being filed in the Office of the Recorder of Deeds in and for York County, Pennsylvania, concurrently with the filing of this Declaration, and said Plats and Plans are hereby incorporated herein and made an integral part hereof by this reference thereto.

**EXHIBIT D**

**LEGAL DESCRIPTION OF THE CONVERTIBLE REAL ESTATE**

ALL THAT CERTAIN parcel of land containing 426.577 acres, more or less, as more particularly described on Exhibit A hereto, less and excepting therefrom:

1. Parcel A, as depicted on the Final Subdivision Plan for Phase I of Logan's Reserve recorded in York County Plan Book SS, Page 612 (as described on Exhibit A hereto); and
2. Units 1 through 80, inclusive, and Units 194 through 200, inclusive (as described on the Plats and Plans).

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**EXHIBIT E**

**LEGAL DESCRIPTION OF THE WITHDRAWABLE REAL ESTATE**

ALL THAT CERTAIN parcel of land containing 426.577 acres, more or less, as more particularly described on Exhibit A hereto, less and excepting therefrom:

1. Parcel A, as depicted on the Final Subdivision Plan for Phase I of Logan's Reserve recorded in York County Plan Book SS, Page 612 (as described on Exhibit A hereto); and
2. Units 1 through 80, inclusive, and Units 194 through 200, inclusive (as described on the Plats and Plans).

## EXHIBIT F

## LEGAL DESCRIPTION OF THE ADDITIONAL REAL ESTATE

ALL THAT CERTAIN parcel of land situated in Loganville Borough and Springfield Township, York County, Pennsylvania, more particularly bounded and described as follows:

BEGINNING at an iron pin at lands now or formerly of Robert G. and Bette L. Barnes, which said iron pin is located North 69 degrees 21 minutes 15 seconds East 421.22 feet from an iron pipe on the east side of Township Road No. 502; extending thence along lands now or formerly of Horace Decker, North 69 degrees 21 minutes 15 seconds East 1031.51 feet to a point; extending thence along land now or formerly of Charles Beck, North 66 degrees 14 minutes 22 seconds East 513.29 feet to an iron pin; extending thence along same North 67 degrees 28 minutes East 201.30 feet to an iron pipe in the center of Legislative Route No. 66522 known as Water Street; extending thence along the center of said road, South 00 degrees 50 minutes 38 seconds West 228.07 feet to a tack in the center of said road; extending thence further along the center of said road, South 05 degrees 19 minutes 30 seconds East 153.73 feet to a tack in the center of said road; extending thence further along the center of said road, South 18 degrees 19 minutes 30 seconds East 154.69 feet to a railroad spike in the center of said road; extending thence along lands now or formerly of Christopher Myers, South 74 degrees 55 minutes 30 seconds West 782.20 feet to an iron pipe; extending thence along same, South 10 degrees 15 minutes 00 seconds East 188.10 feet to an iron pipe; extending thence along lands now or formerly of Donald Smith, South 75 degrees 55 minutes 14 seconds West 548.37 feet to an iron pipe; extending thence along the same, South 06 degrees 56 minutes 50 seconds West 368.55 feet to an iron pipe; extending thence along the same, North 72 degrees 20 minutes 10 seconds West 372.60 feet to an iron pipe at the corner of lands now or formerly of Robert G. and Bette L. Barnes; extending thence along said lands now or formerly of Robert G. and Bette L. Barnes, North 02 degrees 22 minutes 15 seconds West, 656.96 feet to an iron pin and place of BEGINNING.

CONTAINING 22.257 acres. The foregoing description is in accordance with a survey made May 15, 1971, by Charles B. Webb, Registered Surveyor.

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1653 8944

After recordation of this document, please return to:

Robert M. Cherry, Esq.  
McNees Wallace & Nurick LLC  
P. O. Box 1166  
Harrisburg, PA 17108-1166

COMMONWEALTH OF PENNSYLVANIA :  
COUNTY OF YORK : SS:

RECORDED in the Office of the Recorder of Deeds in and for said County, in  
Record Book \_\_\_\_\_, Page \_\_\_\_\_.

WITNESS my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2004.

\_\_\_\_\_  
Recorder of Deeds

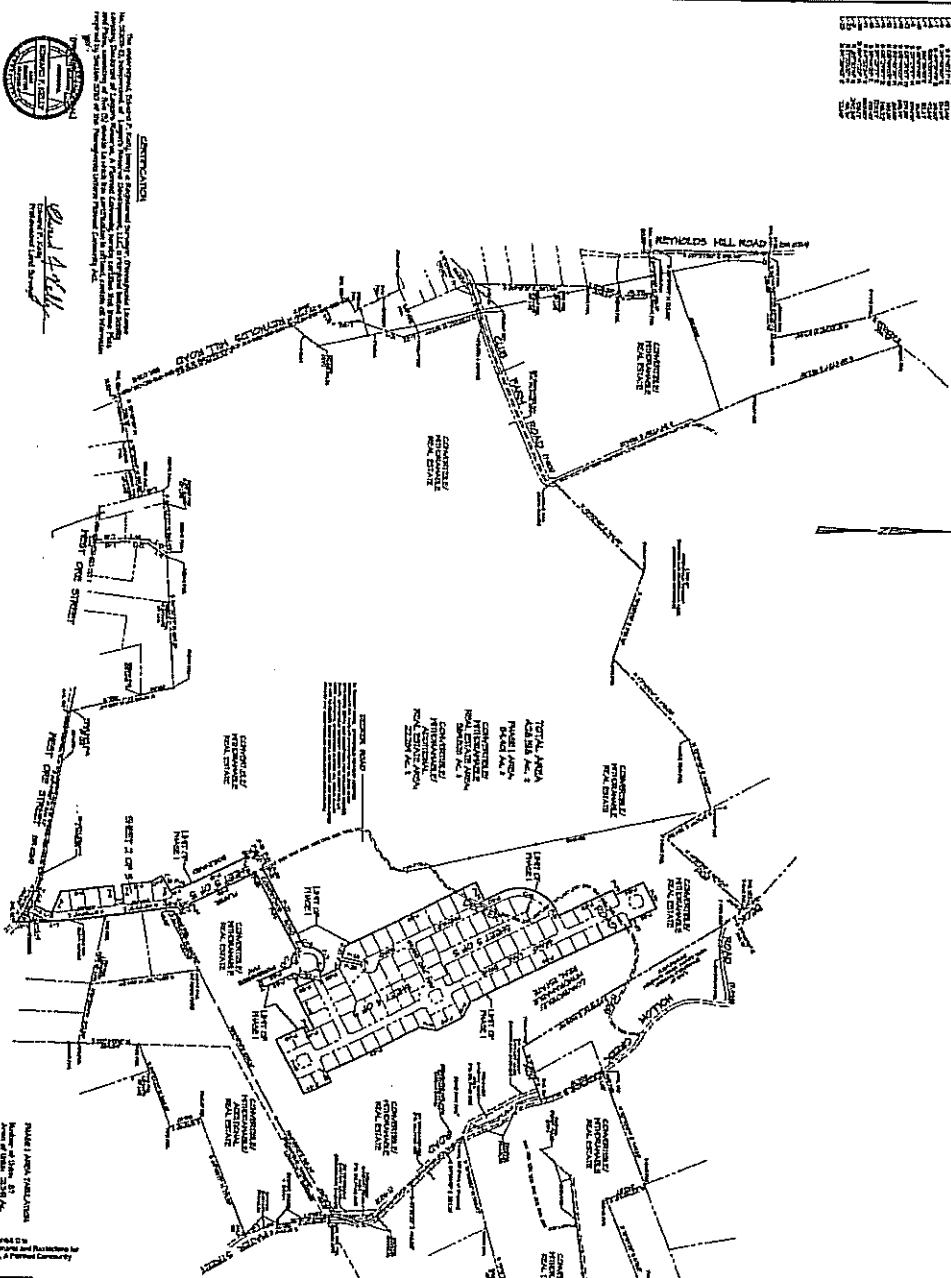
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STATE OF MICHIGAN  
 COUNTY OF WASHTENAW

1975

14-1042-1042



Legend

- Use Boundary Lines
- 44-1111 Line
- Right of Way Line
- Line of Possession
- Conveying Boundary

NOTED ACCESS DRIVE

Access to the site is provided by a driveway from the east side of the site to the west side of the site. The driveway is shown on the plan and is subject to the provisions of the plat.

NOTED ACCESS DRIVE

Access to the site is provided by a driveway from the east side of the site to the west side of the site. The driveway is shown on the plan and is subject to the provisions of the plat.

STATE OF MICHIGAN

1975

14-1042-1042

LOGAN'S RESERVE  
 A PLANNED COMMUNITY

LOGAN'S RESERVE  
 A PLANNED COMMUNITY

Lot No.	Area (Ac.)	Owner
1	1.25	Logan's Reserve, Inc.
2	1.25	Logan's Reserve, Inc.
3	1.25	Logan's Reserve, Inc.
4	1.25	Logan's Reserve, Inc.
5	1.25	Logan's Reserve, Inc.
6	1.25	Logan's Reserve, Inc.
7	1.25	Logan's Reserve, Inc.
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49	1.25	Logan's Reserve, Inc.
50	1.25	Logan's Reserve, Inc.
51	1.25	Logan's Reserve, Inc.
52	1.25	Logan's Reserve, Inc.
53	1.25	Logan's Reserve, Inc.
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83	1.25	Logan's Reserve, Inc.
84	1.25	Logan's Reserve, Inc.
85	1.25	Logan's Reserve, Inc.
86	1.25	Logan's Reserve, Inc.
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92	1.25	Logan's Reserve, Inc.
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94	1.25	Logan's Reserve, Inc.
95	1.25	Logan's Reserve, Inc.
96	1.25	Logan's Reserve, Inc.
97	1.25	Logan's Reserve, Inc.
98	1.25	Logan's Reserve, Inc.
99	1.25	Logan's Reserve, Inc.
100	1.25	Logan's Reserve, Inc.

NOTED ACCESS DRIVE

Access to the site is provided by a driveway from the east side of the site to the west side of the site. The driveway is shown on the plan and is subject to the provisions of the plat.

NOTED ACCESS DRIVE

Access to the site is provided by a driveway from the east side of the site to the west side of the site. The driveway is shown on the plan and is subject to the provisions of the plat.

NOTED ACCESS DRIVE

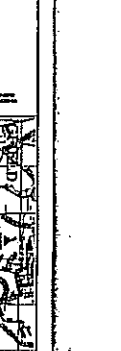
Access to the site is provided by a driveway from the east side of the site to the west side of the site. The driveway is shown on the plan and is subject to the provisions of the plat.

NOTED ACCESS DRIVE

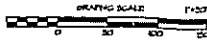
Access to the site is provided by a driveway from the east side of the site to the west side of the site. The driveway is shown on the plan and is subject to the provisions of the plat.

NOTED ACCESS DRIVE

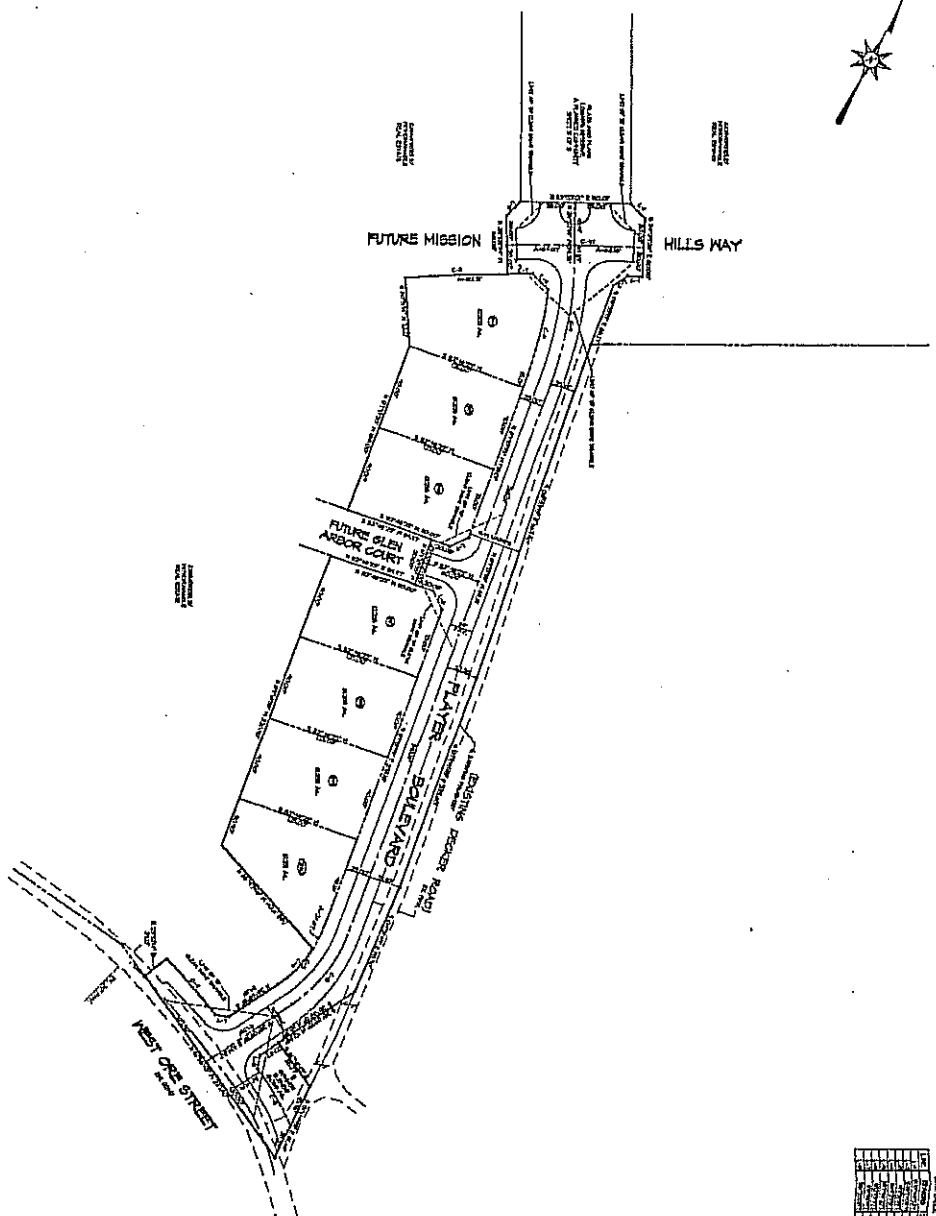
Access to the site is provided by a driveway from the east side of the site to the west side of the site. The driveway is shown on the plan and is subject to the provisions of the plat.







- Legend**
- ① Site Boundary Number
  - ② 54' 30" Line
  - ③ Common Boundary Line/Property Number
  - ④ Right of Way/Line
  - ⑤ Line of Road 1
  - ⑥ Common Boundary



**Lot Area**

Lot No.	Area (sq. ft.)	Area (sq. ft.)
1	10,000	10,000
2	10,000	10,000
3	10,000	10,000
4	10,000	10,000
5	10,000	10,000
6	10,000	10,000
7	10,000	10,000
8	10,000	10,000
9	10,000	10,000
10	10,000	10,000
11	10,000	10,000
12	10,000	10,000
13	10,000	10,000
14	10,000	10,000
15	10,000	10,000
16	10,000	10,000
17	10,000	10,000
18	10,000	10,000
19	10,000	10,000
20	10,000	10,000
21	10,000	10,000
22	10,000	10,000
23	10,000	10,000
24	10,000	10,000
25	10,000	10,000
26	10,000	10,000
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32	10,000	10,000
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41	10,000	10,000
42	10,000	10,000
43	10,000	10,000
44	10,000	10,000
45	10,000	10,000
46	10,000	10,000
47	10,000	10,000
48	10,000	10,000
49	10,000	10,000
50	10,000	10,000

**Site Area**

Lot No.	Area (sq. ft.)	Area (sq. ft.)
1	10,000	10,000
2	10,000	10,000
3	10,000	10,000
4	10,000	10,000
5	10,000	10,000
6	10,000	10,000
7	10,000	10,000
8	10,000	10,000
9	10,000	10,000
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39	10,000	10,000
40	10,000	10,000
41	10,000	10,000
42	10,000	10,000
43	10,000	10,000
44	10,000	10,000
45	10,000	10,000
46	10,000	10,000
47	10,000	10,000
48	10,000	10,000
49	10,000	10,000
50	10,000	10,000

**MIRZA**

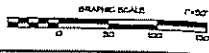
MORRIS & RITCHEY ASSOCIATES, INC.  
 10000 West 10th Avenue, Suite 1000  
 Denver, Colorado 80231  
 Phone: 303.755.1000  
 Fax: 303.755.1001

**LOGANS RESERVE**  
 A PLANNED COMMUNITY

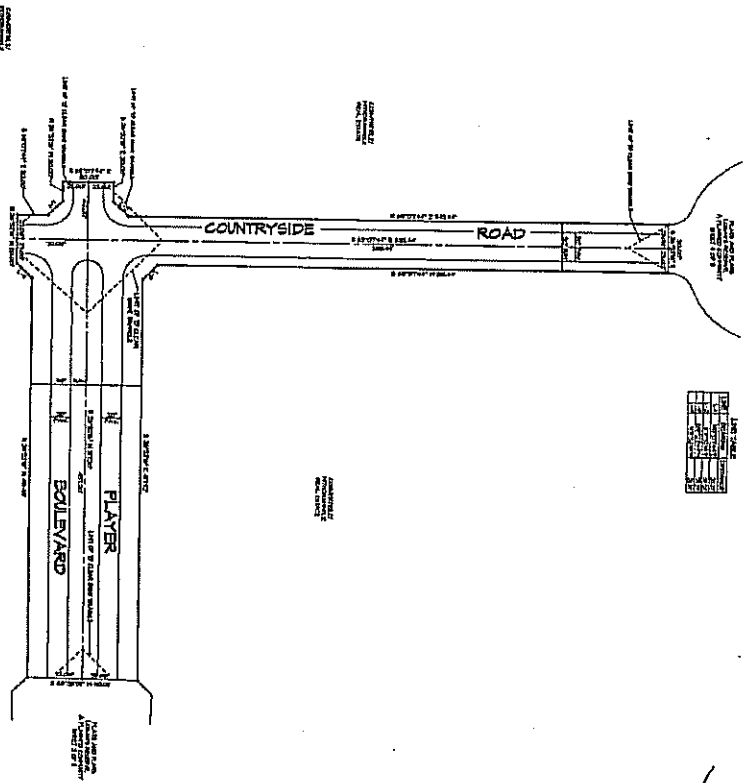
LOGANS RESERVE DEVELOPMENT, LLC  
 10000 West 10th Avenue, Suite 1000  
 Denver, Colorado 80231  
 Phone: 303.755.1000  
 Fax: 303.755.1001

ENTER TO PLAY SCHEDULE AVAILABLE  
 ON COMMON WEBSITE: WWW.MIRZA.COM


2/2/05




- Legend
- ⊕ Existing Survey
  - ⊖ Proposed Survey
  - Easement
  - Right of Way
  - Lot of 100' x 100'
  - Lot of 100' x 150'
  - Common Boundary



NO.	DESCRIPTION
1	EXISTING SURVEY
2	PROPOSED SURVEY
3	EASEMENT
4	RIGHT OF WAY
5	LOT OF 100' X 100'
6	LOT OF 100' X 150'
7	COMMON BOUNDARY



**MIRA**

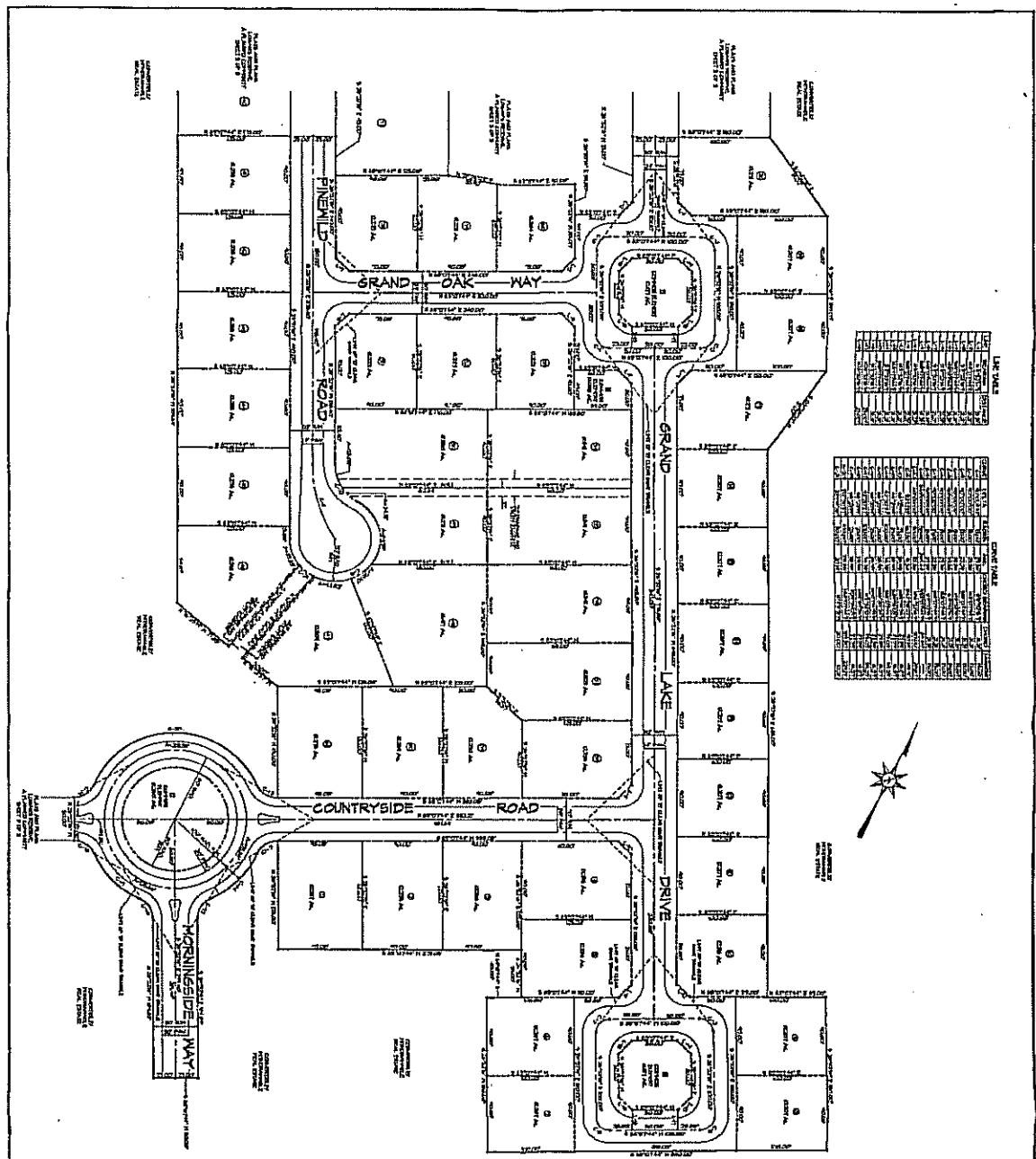
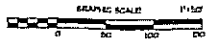


**NORTH & RITCHIE ASSOCIATES, INC.**

1115 N. MAIN STREET, SUITE 200  
 CHARLOTTE, NORTH CAROLINA 28202  
 PHONE: 704.375.1111  
 FAX: 704.375.1112  
 WWW.NORTHANDRITCHIE.COM

**PLANS AND PLATS**  
**LOGAN'S RESERVE**  
**A PLANNED COMMUNITY**  
 SHEET 3 OF 3  
 LOGAN'S RESERVE DEVELOPMENT, LLC  
 PREPARED BY: NORTH & RITCHIE ASSOCIATES, INC.  
 DRAWN BY: [Name]

NORTH & RITCHIE ASSOCIATES, INC.  
 1115 N. MAIN STREET, SUITE 200  
 CHARLOTTE, NORTH CAROLINA 28202  
 PHONE: 704.375.1111  
 FAX: 704.375.1112  
 WWW.NORTHANDRITCHIE.COM




LOT DATA

LOT NO.	AREA (SQ. FT.)	AREA (SQ. YD.)	PERCENTAGE OF TOTAL AREA
1	10,000	0.23	0.23
2	10,000	0.23	0.23
3	10,000	0.23	0.23
4	10,000	0.23	0.23
5	10,000	0.23	0.23
6	10,000	0.23	0.23
7	10,000	0.23	0.23
8	10,000	0.23	0.23
9	10,000	0.23	0.23
10	10,000	0.23	0.23
11	10,000	0.23	0.23
12	10,000	0.23	0.23
13	10,000	0.23	0.23
14	10,000	0.23	0.23
15	10,000	0.23	0.23
16	10,000	0.23	0.23
17	10,000	0.23	0.23
18	10,000	0.23	0.23
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97	10,000	0.23	0.23
98	10,000	0.23	0.23
99	10,000	0.23	0.23
100	10,000	0.23	0.23

CONTRACT DATA

NO.	DATE	DESCRIPTION
1	10/1/80	PRELIMINARY PLAN
2	10/15/80	FINAL PLAN
3	11/1/80	AS-BUILT PLAN
4	11/15/80	CONTRACT AMENDMENT
5	12/1/80	CONTRACT AMENDMENT
6	12/15/80	CONTRACT AMENDMENT
7	1/1/81	CONTRACT AMENDMENT
8	1/15/81	CONTRACT AMENDMENT
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95	9/1/84	CONTRACT AMENDMENT
96	9/15/84	CONTRACT AMENDMENT
97	10/1/84	CONTRACT AMENDMENT
98	10/15/84	CONTRACT AMENDMENT
99	11/1/84	CONTRACT AMENDMENT
100	11/15/84	CONTRACT AMENDMENT





**HORRIG & RITCHIE ASSOCIATES, INC.**  
 2401-A 10th St. N.E. Atlanta, GA 30317  
 (404) 525-1000  
 FAX (404) 525-1001

**PLANS AND PLATS**  
**LOGAN'S RESERVE**  
**A PLANNED COMMUNITY**  
 SHEET 4 OF 3  
 LOGAN'S RESERVE, INC.  
 10000 LOGAN'S RESERVE WAY  
 ATLANTA, GA 30338

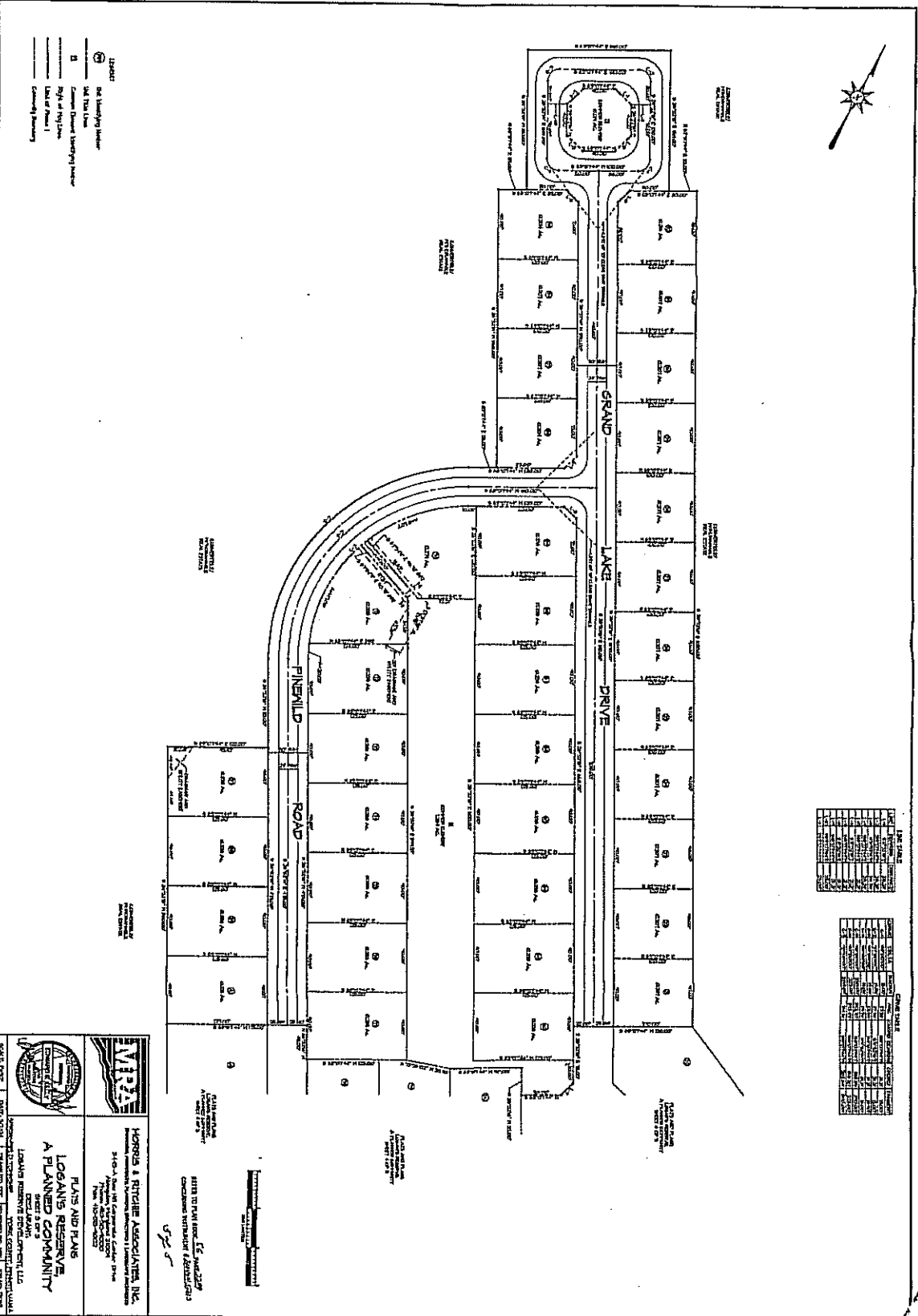
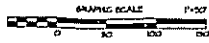
**SCALE:** 1" = 50'

**DATE:** 10/1/80

**BY:** [Signature]

**NOTES:**

- SEE SHEET 1 FOR GENERAL NOTES
- SEE SHEET 2 FOR GENERAL NOTES
- SEE SHEET 3 FOR GENERAL NOTES
- SEE SHEET 4 FOR GENERAL NOTES
- SEE SHEET 5 FOR GENERAL NOTES
- SEE SHEET 6 FOR GENERAL NOTES
- SEE SHEET 7 FOR GENERAL NOTES
- SEE SHEET 8 FOR GENERAL NOTES
- SEE SHEET 9 FOR GENERAL NOTES
- SEE SHEET 10 FOR GENERAL NOTES




LOT 1-10

LOT #	AREA (SQ. FT.)	AREA (SQ. YD.)
1	10,000	0.23
2	10,000	0.23
3	10,000	0.23
4	10,000	0.23
5	10,000	0.23
6	10,000	0.23
7	10,000	0.23
8	10,000	0.23
9	10,000	0.23
10	10,000	0.23

LOT 11-20

LOT #	AREA (SQ. FT.)	AREA (SQ. YD.)
11	10,000	0.23
12	10,000	0.23
13	10,000	0.23
14	10,000	0.23
15	10,000	0.23
16	10,000	0.23
17	10,000	0.23
18	10,000	0.23
19	10,000	0.23
20	10,000	0.23



**HORRUB & STRUBLE ASSOCIATES, LLC**  
 3140-A West 10th Avenue, Suite 100  
 Denver, CO 80202  
 Phone: 303.733.1000  
 Fax: 303.733.1001

**PLANS AND PLANS**  
**LOGAN'S RESERVE**  
**A PLANNED COMMUNITY**  
 SHEET 3 OF 3  
 LOCAL GOVERNMENT: DENVER, CO  
 PROJECT: LOGAN'S RESERVE  
 DRAWN BY: JRM  
 CHECKED BY: JRM

DATE OF THIS PLAN: 12/15/2011  
 ALL INFORMATION SUBJECT TO THE TERMS AND CONDITIONS OF THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF DENVER AND THE DEVELOPER.

**FIRST AMENDMENT TO DECLARATION OF COVENANTS  
AND RESTRICTIONS FOR  
LOGAN'S RESERVE, A PLANNED COMMUNITY**



0409207

JV B  
8P

7/3/38  
Amendment/Dec

This Amendment is made as of this 27<sup>th</sup> day of October, 2004, by Logan's Reserve Development, LLC, a Maryland limited liability company ("Declarant").

*R-E* WITNESSETH:

A. Pursuant to a certain Declaration of Covenants and Restrictions for Logan's Reserve, A Planned Community, executed by Declarant and recorded in the Office of the Recorder of Deeds in and for York County, Pennsylvania, in Record Book 1653, Page 8882 and Declaration Plats and Plans recorded in Plan Book GG, Page 2289 (together, the "Declaration"), Declarant submitted to the provisions of the Pennsylvania Uniform Planned Community Act, 68 Pa. C.S. §5101 et seq. (the "Act") certain real estate described in Exhibit "A" to the Declaration and created a flexible planned community known as "Logan's Reserve, A Planned Community" (the "Community"), initially consisting of eighty-seven (87) Units.

7P  
2n

B. Pursuant to Article XX of the Declaration, Declarant reserved an option to convert into Units, Limited Common Elements or any combination thereof all or any portions of the "Convertible Real Estate" described in Exhibit "D" to the Declaration, at any time and from time to time until the seventh anniversary of the recordation of the Declaration.

C. Declarant now desires to convert the portion of the Convertible Real Estate which is described in Exhibit A hereto and which is referred to herein as the "Converted Real Estate" into Units and Limited Common Elements as hereinafter provided, thus increasing the total number of Units in the Community from eighty-seven (87) to two hundred forty-nine (249).

REFER TO PLAN BOOK GG PAGE 2350  
CONCERNING INSTRUMENT # 2004093138

UPI NOS. & ADDRESSES

- 75000F10008C000000 - 290 Water Street - Loganville Borough
- 47000F101280000000 - 7318 Club Farm Road - Springfield Township
- 47000F101290000000 - 268-344 Barrow Lane - Springfield Township
- 47000F101420000000 - 8495 Reynolds Mill Road - Springfield Township
- 47000F101370000000 - Reynolds Mill Road - Springfield Township
- 47000F10126E000000 - Club Farm Road - Springfield Township
- 47000F101280000000 - 7488 Decker Road - Springfield Township
- 47000F10122A000000 - Decker Road - Springfield Township

D. All capitalized terms used herein which are not defined herein shall have the meanings specified in Section 1.5 and elsewhere in the Declaration.

NOW, THEREFORE, pursuant to and in compliance with the Declaration and the Act, Declarant hereby amends the Declaration as follows:

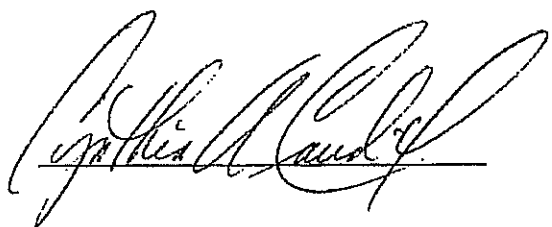
1. The Converted Real Estate, as described on Exhibit A hereto, being a portion of the Convertible Real Estate described in Exhibit "D" to the Declaration, is hereby converted into the Units and Limited Common Elements appurtenant thereto as shown on the Plats and Plans of Phase 2A and the Plats and Plans of Phase 2B attached as Exhibit B hereto and made a part hereof.

2. Pursuant to Section 5211 of the Act, Declarant hereby assigns an identifying number to each Unit hereby formed in the Converted Real Estate and reapportions the Allocated Interests, votes in the Association and Common Expense liabilities as shown on Exhibit C, attached hereto and made a part hereof.

3. Except as modified by this Amendment, all of the terms and provisions of the Community Documents are hereby expressly ratified and confirmed, shall remain in full force and effect and shall apply to the Units and Limited Common Elements hereby created.


IN WITNESS WHEREOF, the Declarant has caused this Amendment to be executed as of the day and year first above written.

WITNESS:



DECLARANT:  
LOGAN'S RESERVE DEVELOPMENT, LLC

By: Skipjack Springfield, LLC, Managing Member

By:   
Name: Richard Alter  
Title: Manager

STATE OF Maryland  
COUNTY OF Baltimore

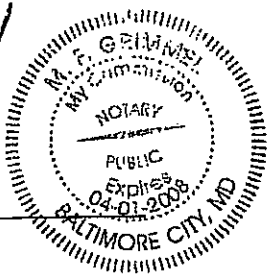
:  
: SS:  
:

On this, the 27<sup>th</sup> day of October, 2004, before me, a Notary Public, the undersigned officer, personally appeared Richard Alter, who acknowledged himself to be the Manager of SKIPJACK SPRINGFIELD, LLC, the Managing Member of LOGAN'S RESERVE DEVELOPMENT, LLC, a Maryland limited liability company, and that he as such Manager of the Managing Member of the limited liability company, being authorized to do so, executed the foregoing instrument for the purposes therein contained as Manager of the Managing Member of said limited liability company.

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

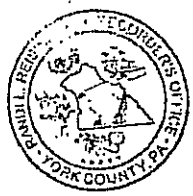
M. F. GRIMMEL  
Notary Public  
Baltimore City  
MARYLAND  
My Commission Expires April 01, 2008

*[Handwritten Signature]*  
\_\_\_\_\_  
Notary Public



My Commission Expires:

I Certify This Document To Be  
Recorded In York County, Pa.



*[Handwritten Signature]*  
Recorder of Deeds

## EXHIBIT A

**LEGAL DESCRIPTION OF THE CONVERTED REAL ESTATE**

**ALL THOSE CERTAIN** tracts or parcels of land situate in Loganville Borough and Springfield Township, York County, Pennsylvania, bounded and described on the Plats and Plans attached hereto as Exhibit "B" as follows:

1. Units and Limited Common Elements appurtenant thereto, if any, identified as Units 81 through 134, inclusive, as described on the Plats and Plans of Phase 2A, Logan's Reserve, A Planned Community; and
2. Units and Limited Common Elements appurtenant thereto, if any, identified as Units 135 through 176, inclusive; Units 182 through 193, inclusive; Units 201 through 253, inclusive; and Unit 416, as described on the Plats and Plans of Phase 2B, Logan's Reserve, a Planned Community.



BOOK

1685

1685

6739

EXHIBIT B

**PLATS AND PLANS; PHASE 2A AND PHASE 2B**

The Plats and Plans of Phase 2A Logan's Reserve, a Planned Community, dated September 8, 2004, consisting of a total of three (3) pages and the Plats and Plans of Phase 2B Logan's Reserve, a Planned Community, dated September 9, 2004, consisting of a total of four (4) pages, are being recorded simultaneously herewith with the York County Recorder of Deeds and are hereby incorporated herein by reference and made an integral part hereof.

## EXHIBIT C

## ALLOCATED INTERESTS APPURTENANT TO UNITS

Unit Numbers	Share of Common Expense Liability per Unit	Number of Votes in Association Matters per Unit
<b>Phase 1</b>		
1 - 80	0.4016	1
194 - 200	0.4016	1
<b>Phase 2A</b>		
81 - 134	0.4016	1
<b>Phase 2B</b>		
135 - 176	0.4016	1
182 - 193	0.4016	1
201 - 253	0.4016	1
416	0.4016	1
<b>TOTAL (249 Units)</b>	<b>99.9984</b>	<b>249</b>

BOOK PAGE  
1685 6741

Attention to the Recorder of Deeds:

After recordation of this document, please return to Robert M. Cherry, Esquire,  
McNees, Wallace & Nurick, P.O. Box 1166, Harrisburg, PA 17108.

COMMONWEALTH OF PENNSYLVANIA :  
: SS.  
COUNTY OF YORK :

RECORDED In the Office of the Recorder of Deeds in and for said County In Record  
Book \_\_\_\_\_, Page \_\_\_\_\_.

WITNESS my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2004.

\_\_\_\_\_  
Recorder of Deeds

{A570960:}

RECORDER OF DEEDS  
YORK COUNTY  
PENNSYLVANIA

INSTRUMENT NUMBER  
2004-093138

RECORDED ON

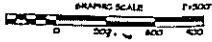
Oct 29, 2004  
2:31:02 PM

STATE WRIT TAX \$0.50  
RECORDING FEES \$19.00  
PIN NUMBER FEES \$16.00  
COUNTY ARCHIVES FEE \$2.00  
ROD ARCHIVES FEE \$3.00  
TOTAL \$40.50

INW: 514344 USER: JPA

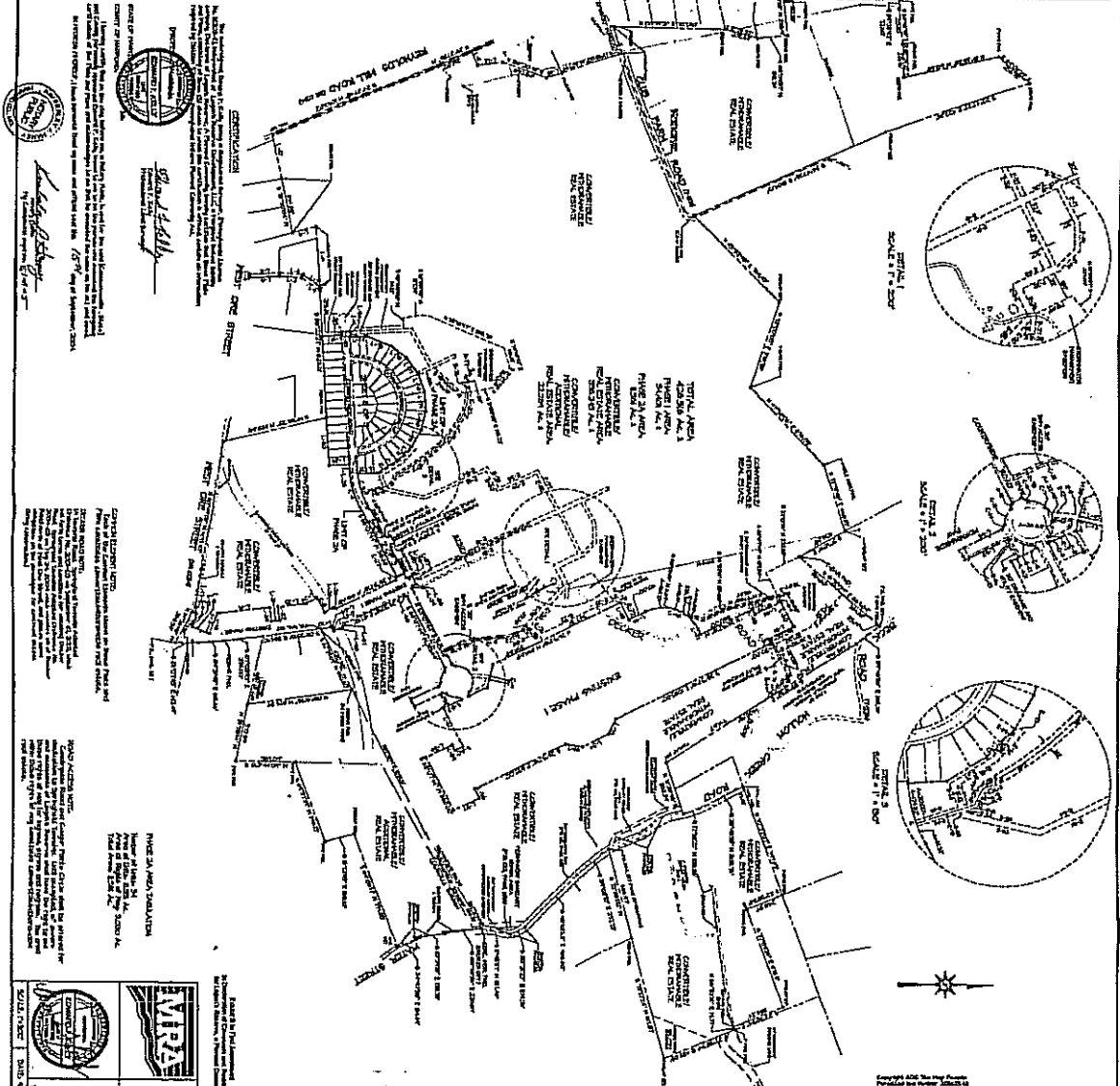
CUSTOMER

MONEES WALLACE & NURICK  
LLC



NO.	DESCRIPTION	DATE
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**LOGAN'S RESERVE**  
A PLANNED COMMUNITY

LOGAN'S RESERVE DEVELOPMENT, LLC  
10000 LOGAN'S RESERVE DRIVE  
DALLAS, TEXAS 75244

LOGAN'S RESERVE  
PHASE 2A  
PLANS AND SPECIFICATIONS

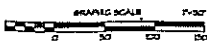
LOGAN'S RESERVE DEVELOPMENT, LLC  
10000 LOGAN'S RESERVE DRIVE  
DALLAS, TEXAS 75244

**LOGAN'S RESERVE**  
PHASE 2A  
PLANS AND SPECIFICATIONS

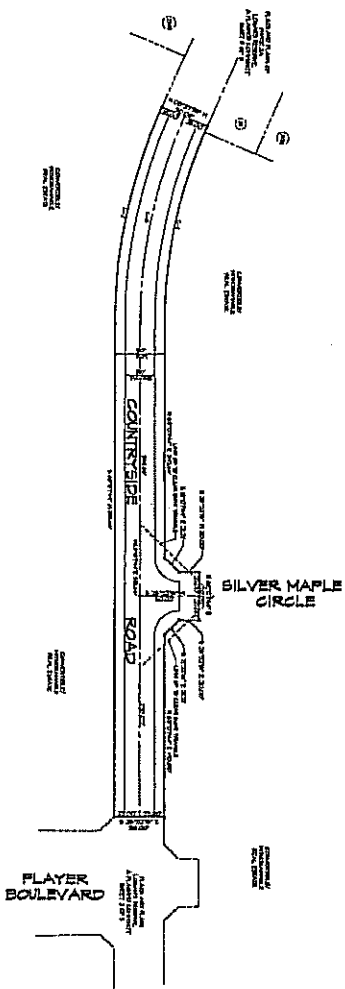
LOGAN'S RESERVE DEVELOPMENT, LLC  
10000 LOGAN'S RESERVE DRIVE  
DALLAS, TEXAS 75244

LOGAN'S RESERVE  
PHASE 2A  
PLANS AND SPECIFICATIONS

LOGAN'S RESERVE DEVELOPMENT, LLC  
10000 LOGAN'S RESERVE DRIVE  
DALLAS, TEXAS 75244



PROPERTY DATA	
Lot Area	10,000 sq. ft.
Front Footage	100 ft.
Depth	100 ft.
Area of Front 25'	2,500 sq. ft.
Area of Front 50'	5,000 sq. ft.
Area of Front 75'	7,500 sq. ft.
Area of Front 100'	10,000 sq. ft.

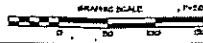


- LEGEND
- ① Existing Building
  - ② Proposed Building
  - ③ Easement
  - ④ Right of Way Line
  - ⑤ Lot of Record
  - ⑥ Easement Boundary

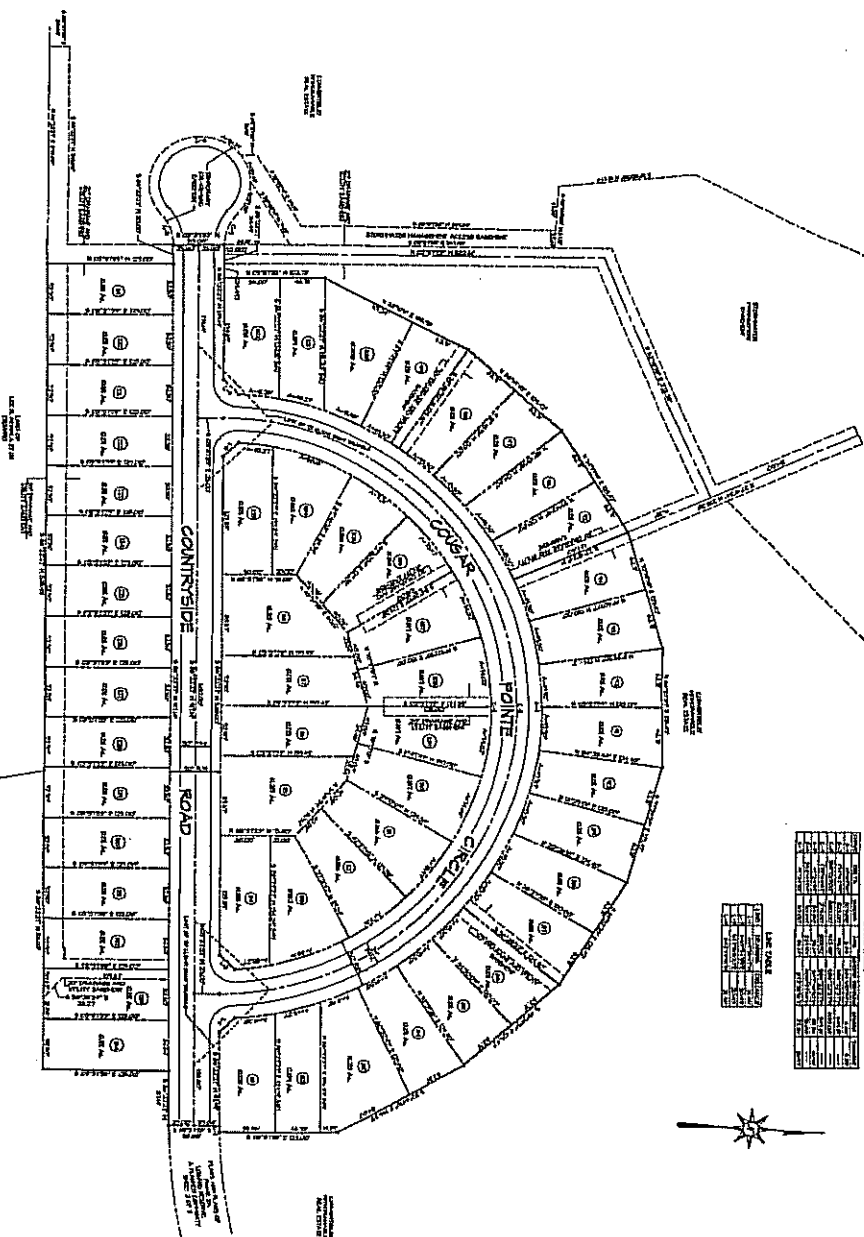
COUNTRYSIDE ROAD  
 SILVER MAPLE CIRCLE  
 FLAYER BOULEVARD

	<b>LOGAN'S RESERVE</b> A PLANNED COMMUNITY DEVELOPMENT LOGAN'S RESERVE DEVELOPMENT, LLC 10000 W. 100th Street, Suite 100 Overland Park, KS 66204
	<b>FLAYS AND FLAYS OF</b> THE <b>LOGAN'S RESERVE</b> A PLANNED COMMUNITY DEVELOPMENT LOGAN'S RESERVE DEVELOPMENT, LLC 10000 W. 100th Street, Suite 100 Overland Park, KS 66204

REFER TO PLAN BOOK 100, PAGE 330  
 COMMERCIAL DISTRICT & ZONING  
 PLAN 100-7



- Legend
- (A) Lot Boundary
  - (B) Common Shared Boundary
  - (C) Right of Way Line
  - (D) Lot of 1000 sq. ft.
  - (E) Common Boundary

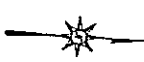


CONTRACT


NO.	DATE	DESCRIPTION
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9	10/1/80	...
10	10/1/80	...

LOT TABLE


LOT NO.	AREA (SQ. FT.)	AREA (SQ. YD.)
1	1000	1000
2	1000	1000
3	1000	1000
4	1000	1000
5	1000	1000
6	1000	1000
7	1000	1000
8	1000	1000
9	1000	1000
10	1000	1000



APPROVED FOR SUBMITTAL  
 CIVIL ENGINEER  
 REG. NO. 12345  
 DATE: 10/1/80



THE FLORIDA BOARD OF PROFESSIONAL ENGINEERS



FLORIDA PLANNING & TITLE ASSOCIATION, INC.

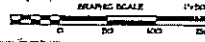
**PLANS AND PLANS OF  
 LOGAN'S RESERVE  
 A PLANNED COMMUNITY**

SHEET 3 OF 7

LOCALITY: ...  
 COUNTY: ...

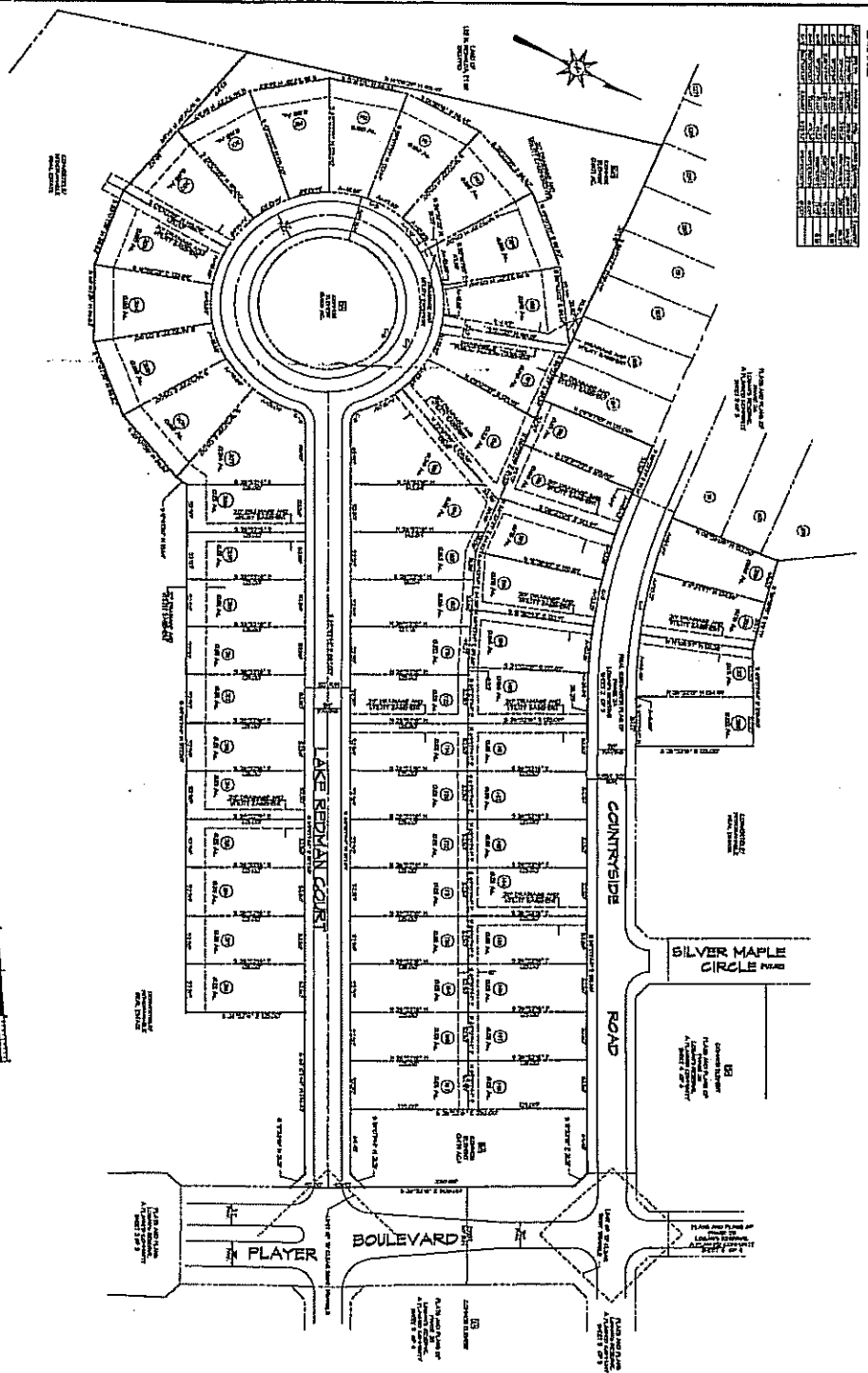
SCALE: 1" = 40' DATE: 10/1/80





NO.	DESCRIPTION
1	EXISTING LOT
2	EXISTING LOT
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99	EXISTING LOT
100	EXISTING LOT

- LEGEND**
- (1) Existing Building
  - (2) New Building
  - (3) Existing Driveway
  - (4) New Driveway
  - (5) Existing Lot
  - (6) New Lot
  - (7) Existing Right of Way
  - (8) New Right of Way
  - (9) Existing Easement
  - (10) New Easement



LAKE REBECCA COURT

**LOGAN'S RESERVE  
A PLANNED COMMUNITY**  
SHEET 2 OF 4

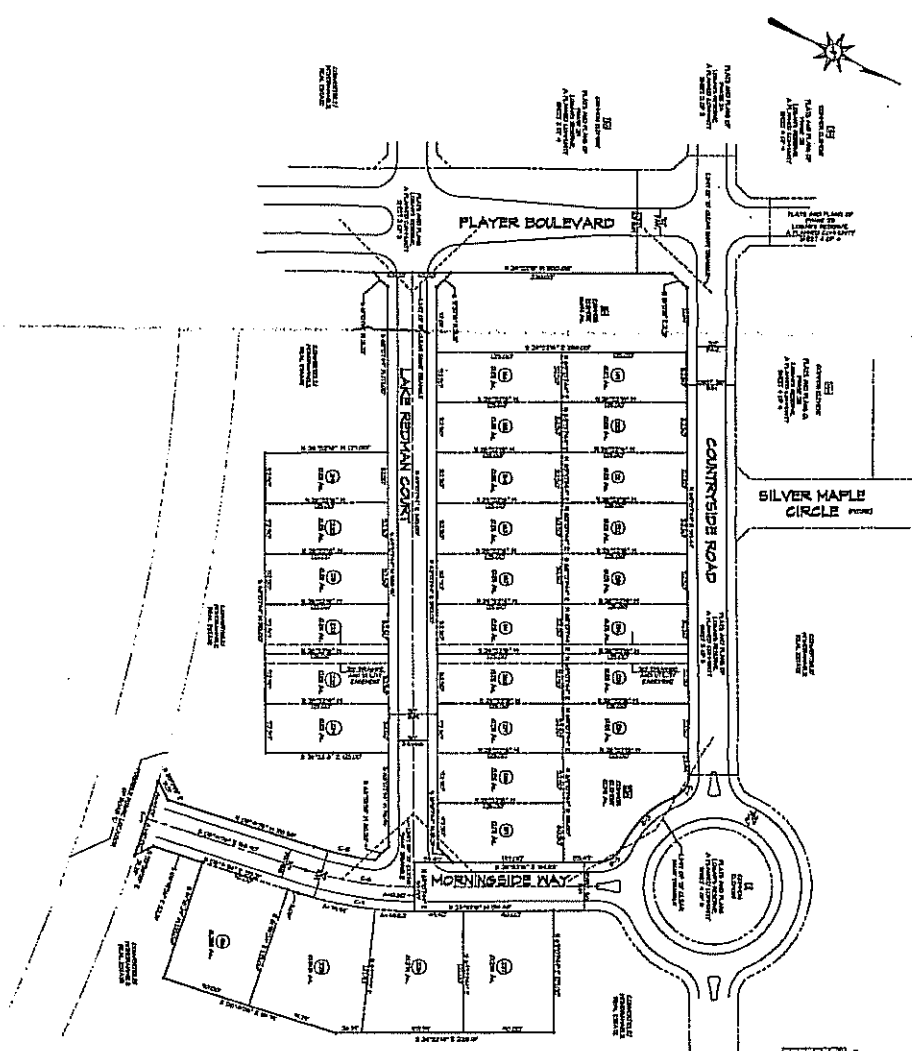
LOGAN'S RESERVE  
PLANNED COMMUNITY, LLC  
2000 W. MAIN STREET, SUITE 100  
DUNN, VIRGINIA 22026

**HORRELL & RITCHIE ASSOCIATES, INC.**  
3500 N. 11th Street, Suite 200  
Falls Church, VA 22044  
TEL: 703/261-1100  
FAX: 703/261-1101  
WWW.HORRELLRITCHIE.COM



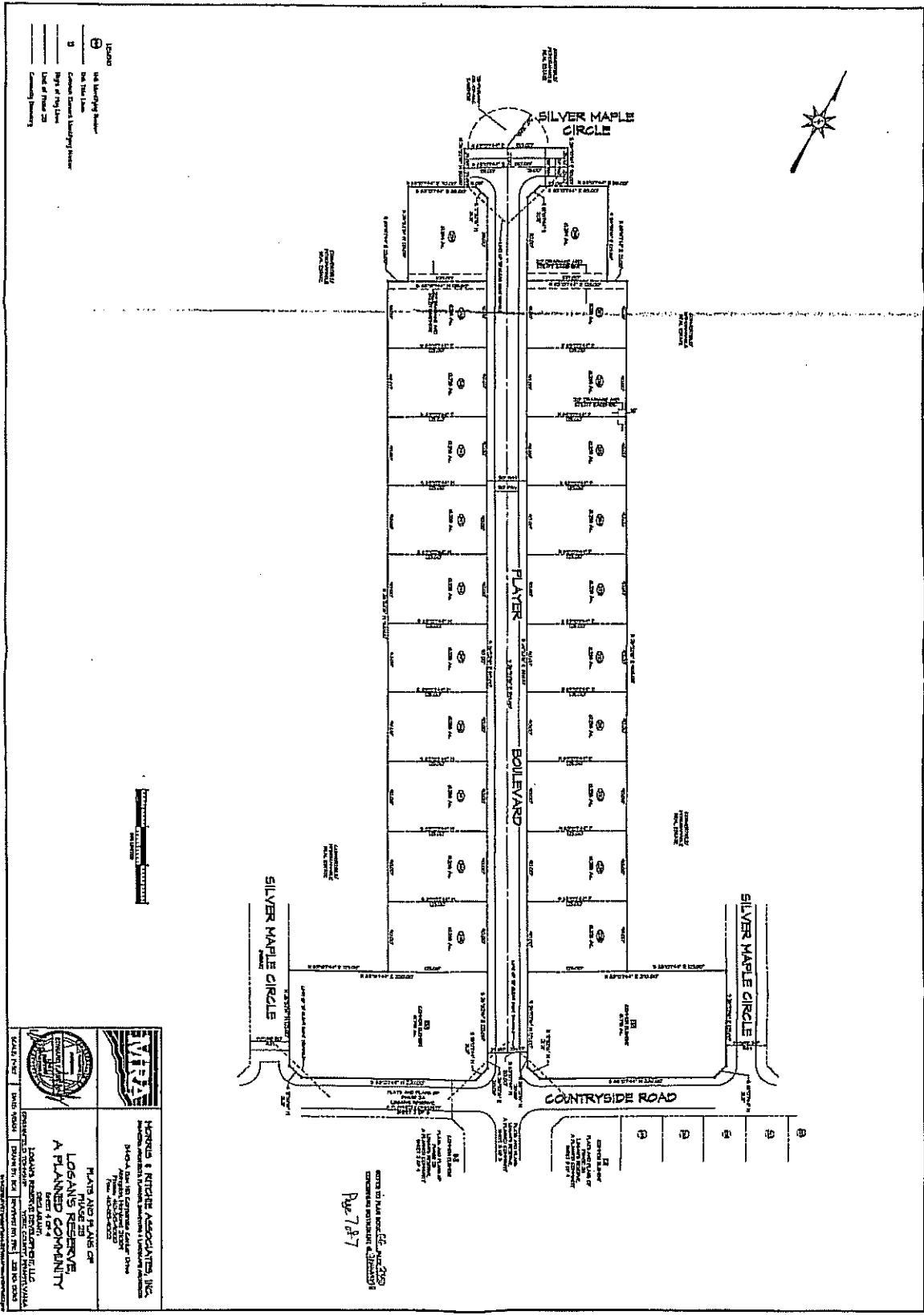
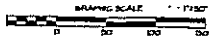


- LEGEND
- ① 2nd Landmark Marker
  - ② 1st Easement Line
  - ③ Center Point Landmark Marker
  - ④ Edge of Right Line
  - ⑤ Line of Right of Way
  - ⑥ Centerline Boundary



DATE TABLE

NO.	DATE	DESCRIPTION
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176	06/15/15	AS BUILT
177	07/15/15	AS BUILT
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179	09/15/15	AS BUILT
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182	12/15/15	AS BUILT
183	01/15/16	AS BUILT
184	02/15/16	AS BUILT
185	03/15/16	AS BUILT
186	04/15/16	AS BUILT
187	05/15/16	AS BUILT
188	06/15/16	AS BUILT
189	07/15/16	AS BUILT
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191	09/15/16	AS BUILT
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193	11/15/16	AS BUILT
194	12/15/16	AS BUILT
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292	02/15/25	AS BUILT
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301	11/15/25	AS BUILT
302	12/15/25	AS BUILT
303	01/15/26	AS BUILT
304	02/15/26	AS BUILT
305	03/15/26	AS BUILT
306	04/15/26	



- LEGEND
- ① Lot Number
  - ② Easement
  - ③ Utility Lines
  - ④ Other Features

CONSTRUCTION CONTRACT



**WPA**  
 WOODLAND PLANNING ASSOCIATION, INC.  
 240-A East 10th Avenue, Suite 100  
 Denver, Colorado 80202  
 Phone: 303.733.1111  
 Fax: 303.733.1112

**LOGAN RESERVE  
 A PLANNED COMMUNITY**  
 DEVELOPER: WPA  
 DESIGNER: [Name]

DATE: 7/27/87  
 SHEET NO. 7 OF 7

YORK COUNTY  
ASSESSMENT OFFICE



**SECOND AMENDMENT TO DECLARATION OF COVENANTS  
AND RESTRICTIONS FOR  
LOGAN'S RESERVE, A PLANNED COMMUNITY**

53980  
1st Dec

This Second Amendment is made as of this 19<sup>TH</sup> day of July, 2005, by Logan's Reserve Development, LLC, a Maryland limited liability company ("Declarant"), with regard to property situate in Springfield Township, York County, Pennsylvania.

**WITNESSETH:**

A. Pursuant to a certain Declaration of Covenants and Restrictions for Logan's Reserve, A Planned Community, executed by Declarant and recorded in the Office of the Recorder of Deeds in and for York County, Pennsylvania, in Record **Book 1653, Page 8882** and Declaration Plats and Plans recorded in Plan Book GG, Page 2289 (together, the "Declaration"), Declarant submitted to the provisions of the Pennsylvania Uniform Planned Community Act, 68 Pa.C.S. §5101 et seq. (the "Act") certain real estate described in Exhibit "A" to the Declaration and created a flexible planned community known as "Logan's Reserve, A Planned Community" (the "Community"), initially consisting of eighty-seven (87) Units.

B. Pursuant to Article XX of the Declaration, Declarant reserved an option to convert into Units, Limited Common Elements or any combination thereof all or any portions of the "Convertible Real Estate" described in Exhibit "D" to the Declaration, at any time and from time to time until the seventh anniversary of the recordation of the Declaration.

70  
45

C. Pursuant to a First Amendment to Declaration for Logan's Reserve dated **October 27, 2004** and recorded in **Book 7685, Page 6735**, in the Office of the Recorder of Deeds in and for York County, Pennsylvania, Declarant submitted to the provisions of the Act

certain real estate described in Exhibit "A" therein to the Declaration, being Phase 2A, Units 81-134 and Phase 2B, Units 135-176, 182-193, 201-253 and 416.

D. Declarant now desires to convert the portion of the Convertible Real Estate which is described in Exhibit "A" hereto and which is referred to herein as the "Converted Real Estate" into Units and Limited Common Elements as hereinafter provided, thus increasing the total number of Units in the Community from two hundred forty-nine (249) to three hundred two (302).

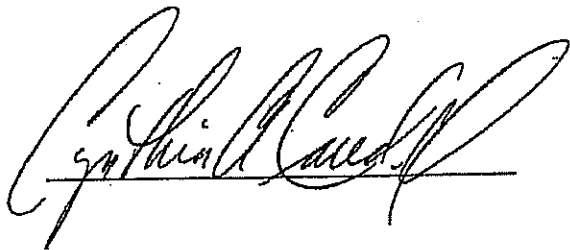
E. All capitalized terms used herein which are not defined herein shall have the meanings specified in Section 1.5 and elsewhere in the Declaration.

NOW, THEREFORE, pursuant to and in compliance with the Declaration and the Act, Declarant hereby amends the Declaration as follows:

1. The Converted Real Estate, as described on Exhibit "A" hereto, being a portion of the Convertible Real Estate described in Exhibit "D" to the Declaration, is hereby converted into the Units and Limited Common Elements appurtenant thereto as shown on the Plats and Plans of Phase 3 attached as Exhibit B hereto and made a part hereof.
2. Pursuant to Section 5211 of the Act, Declarant hereby assigns an identifying number to each Unit hereby formed in the Converted Real Estate and reapportions the Allocated Interests, votes in the Association and Common Expense liabilities as shown on Exhibit C, attached hereto and made a part hereof.
3. Except as modified by this Amendment, all of the terms and provisions of the Community Documents are hereby expressly ratified and confirmed, shall remain in full force and effect and shall apply to the Units and Limited Common Elements hereby created.

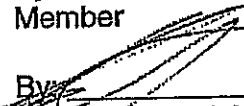
IN WITNESS WHEREOF, the Declarant has caused this Amendment to be executed as of the day and year first above written.

WITNESS:



DECLARANT:  
LOGAN'S RESERVE DEVELOPMENT, LLC

By: Skipjack Springfield, LLC, Managing Member

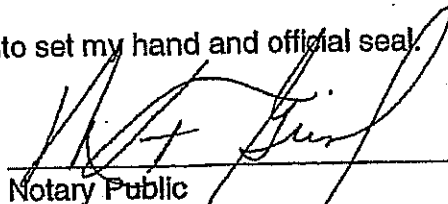
By:   
Name: Richard Alter  
Title: Manager

STATE OF MARYLAND  
CITY OF BALTIMORE

SS:

On this, the 19<sup>TH</sup> day of JULY, 2005 before me, a Notary Public, the undersigned officer, personally appeared Richard Alter, who acknowledged himself to be the Manager of SKIPJACK SPRINGFIELD, LLC, the Managing Member of LOGAN'S RESERVE DEVELOPMENT, LLC, a Maryland limited liability company, and that he as such Manager of the Managing Member of the limited liability company, being authorized to do so, executed the foregoing instrument for the purposes therein contained as Manager of the Managing Member of said limited liability company.

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

  
Notary Public  
My Commission Expires: \_\_\_\_\_

M. F. GRIMMEL  
Notary Public  
Baltimore City  
MARYLAND  
My Commission Expires April 01, 2008

**EXHIBIT "A"**

**LEGAL DESCRIPTION OF THE CONVERTED REAL ESTATE**

**ALL THOSE CERTAIN** tracts or parcels of land situate in Loganville Borough and Springfield Township, York County, Pennsylvania, bounded and described on the Plats and Plans attached hereto as Exhibit "B" as follows:

Units and Limited Common Elements appurtenant thereto, if any, identified as Units 254 through 306, inclusive, as described on the Plats and Plans of Phase 3, Logan's Reserve, A Planned Community.

**EXHIBIT B**

**PLATS AND PLANS; PHASE 3**

The Plats and Plans of Phase 3 Logan's Reserve, a Planned Community, having been previously recorded with the York County Recorder of Deeds on July 15, 2005, in Book 1739, Page 6287, and are hereby incorporated herein by reference and made an integral part hereof.

EXHIBIT C

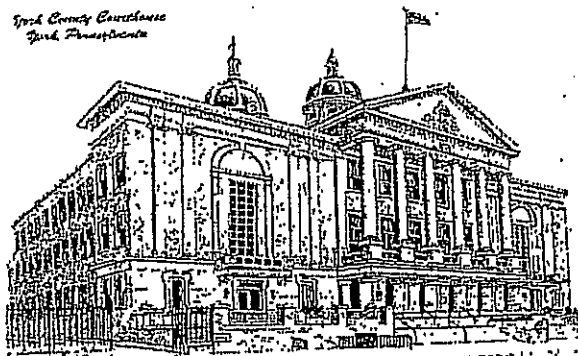
ALLOCATED INTERESTS APPURTENANT TO UNITS

Unit Numbers	Share of Common Expense Liability Per Unit	Number of Votes in Association Matters per Unit
<b>Phase 1</b>		
1 - 80	0.3311	1
194 - 200	0.3311	1
<b>Phase 2A</b>		
81-134	0.3311	1
<b>Phase 2B</b>		
135 -176	0.3311	1
182 - 193	0.3311	1
201 - 253	0.3311	1
416	0.3311	1
<b>Phase 3</b>		
254 - 306	0.3311	1
<b>TOTAL (302 Units)</b>	<b>99.9922</b>	<b>302</b>





York County Courthouse  
York, Pennsylvania



**YORK COUNTY RECORDER OF DEEDS**  
**100 WEST MARKET STREET**  
**YORK, PA 17401**

*Randi L. Reisinger - Recorder*  
*Gloria A. Fleming - Deputy*

Instrument Number - 2005053980  
Recorded On 7/20/2005 At 3:00:07 PM

Book - 1740 Starting Page - 7925  
\* Total Pages - 8

\* Instrument Type - AMENDMENT OF DECLARATION

Invoice Number - 563243

\* Grantor - LOGANS RESERVE DEVELOPMENT LLC

\* Grantee - LOGANS RESERVE

User - DEF

\* Customer - LOGANS RESERVE

\* FEEES

STATE WRIT TAX	\$0.50
RECORDING FEES	\$19.00
PIN NUMBER FEES	\$2.00
COUNTY ARCHIVES FEE	\$2.00
ROD ARCHIVES FEE	\$3.00
TOTAL	\$26.50

PARCEL IDENTIFICATION NUMBER

47000FI0128000000

Total Parcels: 1

I Certify This Document To Be  
Recorded In York County, Pa.



*Randi L. Reisinger*  
Recorder of Deeds

*THIS IS A CERTIFICATION PAGE*  
**PLEASE DO NOT DETACH**  
*THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT*

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

Book: 1740 Page: 7932