

RETURN TO:

Riley, Riper Hollin & Colagreco 717 Constitution Drive, Suite 201 Exton PA 19341

Being Part of U.P.I. No. 41-4-25

DECLARATION

OF

WOODLEDGE AT WHITFORD HILLS, A Planned Community

> West Whiteland Township Chester County, Pennsylvania

This Dosument Form ded 02/12/2007 03:36FM

Doc Code, Mar

Ooc ld: 10728537 Receipt #: 330011 Rec Fee: 177.50 ா ் என் County, Recorder of Deeds Office

DECLARATION OF

WOODLEDGE AT WHITFORD HILLS, a planned community

	Table of Contents	
		\Page
Article 📒 💎	The Property	5
Section	1.01. The Property	
Article II	Submission of Property to Uniform Planned Community Act	```
Section	2.01. Submission of Property	\ <i></i>
Section	2.02. Name	J
Article III	Definitions	´
Section	3.01. Definitions	、
Section	3.02. Amendment of Definitions	<u>)9</u>
Article IV	Applicability	`10
Section	Applicability 4.01. Applicability 4.02. Interpretation of Declaration and Bylaws	10
Section	4.02. Interpretation of Declaration and Bylaws	10
Article V	Plats and Plans	10
Section	5.01. Plats and Plans	10
Article VI	Units	10
Section	6.01. Number of Units	10
Section	6.02. Description of Units	10
Section	6.03. Unit Boundaries	11
	6.04. Limits of Boundaries	
Section	6.05. Maintenance of Units	
	6.06. Identifying Numbers	
Article VII	Common Elements, Limited Common/Elements and Expenses	11
Section	7.01. Common Facilities	
Section	7.02. Controlled Facilities	12
	7.03. Limited Common Facilities	
	7.04. Limited Controlled Facilities	
Section	7.05. Dedicated Improvements	12
Section	7.06. Alteration to Common Facilities By Unit Owner	13
	7.07. Common Expense Liability	
Section	7.08. Common Expense Percentage	13
Section	7.09. Conveyance or Encombrance of Common Facilities	14
Section	7.10. Obsolescence	14
Section	7.11. Governmental Compliance	14
	Convertible Real Estate	
	8.01. Right to Create Units and Limited Common Facilities in the Convertible Real	
/	8.02. Reallocation of Common Expenses Percentages and Votes in the Association	
1 1	8.03. Procedure for Converting Convertible Real Estate.	
1 ,	8.04. Declarant Assurances	
7 /	The Association	
	9.01. The Association	
Section	9.02. Membership in Association.	16
Section	9.03. Certificate of Voting	17
petion	9.84. Executive Board	18
Section	9.95 Budgets and Capital Expenditures	19
Section	9.06. Actions Affecting the Declarant	19

F:\Tot\) to others\Tabas\HOA Documents\Tabas - HOA Declaration 01.30.07 (Final clean).doc 2/7/29/07 3:43 PM

Pige Piese 272007 1 3AP

		urance	
		Property Insurance	
Section	10.02.	Directors' and Officers' Liability	19
Section	10.03.	Insurance Against Dishonest Acts	20
Section	10.04.	Workman's Compensation Insurance	√20
Section	10.05.	General Liability Insurance	. \20
		Insurers	
Section	10.07.	Authority to Adjust Losses	21
Section	10.08.	Authority to Adjust Losses Form of Insurance	21
Section	10.09.	Name of Insured	21
Section	10.10.	Proceeds	
Section	10.11.	No Election	\
Section	10.12.	Premium and Deductibles	<u>)</u>
Section	10.13.	Repair and Replacement of Common Facilities and Controlled Facilities/	
Section	10.14.	Use of Unit and Insurance Premiums	22
Section	10.15.	Unit Owner Insurance	S22
Section	10.16.	Master Policy	[′] 22
		sements and Declarant Rights	
Section	11.01.	Statutory Easements	23
		Easement to Construct and to Dedicate Improvements	
		General Utility Easements	
Section	11.04.	Easement for Inspection and Abatement	24
Section	11.05.	Easement of Access and Use of Streets and Sidewalks	24
Section	11.06.	No Obstruction	24
		Easements for Encroachments	
		Easement for Party Walls	
		Declarant's Easement to Correct Drainage	
		Trail Easement	
		Recorded Easements and Licenses	
		sessment of Taxes	
		Assessment of Taxes	
		it Owner Obligations	
		Assessment Obligation	
		Common Expense Allocation	
		Amount of Assessment	
		Time of Payment	
		Effect of Non-Payment of Assessment	
		Lien of Assessments	
		Method of Enforcing Collection of Assessments	
		Unpaid Assessments at the Time of Execution Sale Against a Unit	
		Voluntary Sale of a Unit	
Section	13.10.	Mortgage Foreclosure	29
Section	13.11.	Surplus Funds	29
Section	13.12.	Owners' Negligence	29
Section	13.13.	Assignment of Assessments.	29
1 1		ansfer and Lease of Units	
1 \		Transfer of Units	
`	•	Leasing of Units	
	•	cupancy and Use Restrictions	
xection	15:04.	–Use Restrictions	30
Article XVI	Spe	ecial Declarant Rights	35
Section (Section	M6.84.	Reservation of Special Declarant Rights	35
		Declarant's Rights as to Convertible Real Estate	
/ Section	16,03.	Models: Sales Offices, Etc.	

Section	16.04.	Changes in Style, Etc.	.,
Section	16.05.	Declarant's Right to Contribute to the Revenues of the Association	
		Prohibited Actions	
		npliance and Default	
Section	17.01.	Compliance and Default	🛕37
Section	17.02.	Hearing Procedure	. (38
Article XVIII	Ind	emnification of Officers, Executive Board and Committee Members	38
Section	18.01.	Indemnification of Officers, Executive Board and Committee Members	38
Article XIX	Am	Indemnification of Officers, Executive Board and Committee Members endments	39
		Generally	
Article XX	Ter	mination	
Section	20.01.	Statute	. \ \
Section	20,02.	Statute) }
Section	20.03.	By Agreement	<i>/. </i>
Section	20.04.	General Provisions	<40
Article XXI	Not	General Provisions	41
Section	21.01.	Notice	
		thts of Eligible Mortgagees	
Section	22.01.	Notice of Certain events and Actions	<i></i> 41
Section	22,02.	Financial Statements	41
Section	22,03.	Approval of Amendments by Eligible Mortgagees	41
Section	22.04.	Eligible Mortgagee's Approval of Certain Decisions	42
Section	22.05.	Deemed Approval	42
Section	22.06.	Limitation on Approval Rights	42
Article XXIII	Mi	scellaneous Provisions	43
Section	23.01.	Severability	43
Section	23.02.	Exhibits	43
Section	23.03.	Headings	43
Section	23.04.	Effective Date	
Section	23.05.	Binding	43
Section	23,06.	Covenants, Restrictions and Easements Running with the Land	43
Section	23.07.	Noise Disclaimer	43
		Construction Inconveniences	
Section	23.09.	Light, Air and View	
		Administration	
		Declarant's Power of Attorney	
Section	23.12.	. Appointment	44
		Duration	
		visions Benefiting Township	
		Township's Right to Enforce	
Section	24.02	Blanket Easement	
Section	24,03	. Maintenance of Fire Hydrants	46
		Landscaping Restrictive Covenant	
Section	24:05	Stormwater Management Facilities Maintenance Agreement	

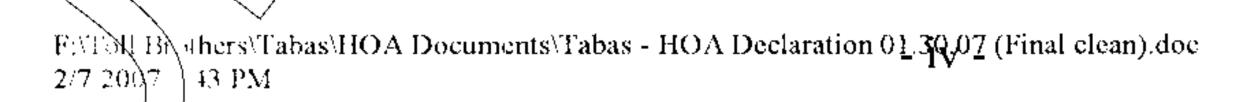
- 111 -

FN of fothers\Tabas\HOA Documents\Tabas - HOA Declaration 01.30.07 (Final clean).doc 2/7/2/10/ 3:43 PM



Exhibits

Exhibit A	Legal Description of the Property
Exhibit B	Plats
Exhibit C	Plans
Exhibit D	Common and Limited Common Facilities
Exhibit E	Dedicated Improvements
Exhibit F	Recorded Easements
Exhibit G	Landscaping Restrictive Covenant
Exhibit H	Stormwater Management Facilities Agreement
Exhibit I	Common Expense Percentages





DECLARATION OF WOODLEDGE AT WHITFORD HILLS, a planned community

Article I The Property

Section 1.01. The Property. The Declarant is the owner of approximately 19,886 access of real estate located in the West Whiteland Township, County of Chester, Pennsylvania and More fully described in Exhibit "A" (the legal description) (the "Property") and depicted on plats and plans that are attached hereto as Exhibits "B" and "C", respectively (the "Plats and Plans"), together with the easements, rights and appurtenances belonging thereto.

Article II Submission of Property to Uniform Planned Community Act

Section 2.01. Submission of Property. Declarant hereby submits the Property described in and any improvements now or hereafter constructed thereon, and all easements, rights and appurtenances belonging thereto, to the provisions of the Pennsylvania Uniform Planned Community Act, Act No. 1996-180, as amended (68 Pa. Cons. Stat. 5101 et seq.) (herein called the "Ant"), and Declarant hereby creates a planned community (the "Community"). The parcel of real property identified as "Parcel B" on the Plat containing Unit 47 is not a part of the Community, shall not be considered a "Unit" for purposes of this Declaration, and the owner thereof shall not be subject to the obligations or rights as a Member or Unit Owner under this Declaration.

Section 2.02. Name. The name by which the Community shall be identified is "Woodledge at Whitfield Hills, a Planned Community."

Article III Definitions

Section 3.01. Definitions. The following terms when used herein and in the Bylaws (hereinafter defined) are to be defined according to the meanings ascribed to them by this Section 3.01. Any term used herein or in the Bylaws which is not defined in this Section 3.01, but is befined in the Act, shall have the meaning ascribed to it by the Act.

Assessments" - those levies, assessments or sums payable to the Association by the Owners of Units in the Community from time to time as provided herein or in the Act.

F:\15\13\data\textrabas\HOA Documents\Tabas - HOA Declaration 01_3\columnum_07 (Final clean).doc\2/7/20\7\43 PM

но ден инферсор

- "Association" or "Community Association" means "The Woodledge at Whitford Hills Community Association, Inc.", which will be organized as a Pennsylvania non-profit corporation not later than the date on which the first Unit is transferred to a Unit Owner other than the Declarant. The Association will be organized pursuant to Section 5301 of the Act and 15 Pa. C.S. §5101 et seq. of the Pennsylvania consolidated statutes (the "Non-Profit Corporation Law")
- "Building" those improvements erected or to be erected consisting of wo (2) or more Units as shown on the Plats and Plans.
- "Bylaws" the governing regulations as are adopted pursuant to the Act and this Declaration for the regulation and management of the Association by the Executive Board, including such amendments as may be adopted from time to time.
 - "Common Elements" the Common Facilities and Controlled Facilities
- "Common Expenses" all expenses incurred by or financial liabilities of the Association, together with any allocation for reserves, and shall include General Common Expenses and Limited Common Expenses.
- g. "Common Expense Liability" the liability for common expenses altocated to each unit
- "Common Facilities" all portions of the Community which are owned by or leased to the Association, other than the Units, including, but not limited to, the Open Space (as defined below), entrance signage, all streets, trails, and roadways which are not dedicated to the Township, if any, outside lighting, common sidewalks, and a storm water management system, all as depicted on the Plats and Plans. In the Community, the Common Facilities are those portions of the Community listed on Exhibit "D" "Components and Responsibilities Chart" attached hereto, as amended from time to time.
- "Community Documents" includes this Declaration, the Plats and Plans, the Bylaws and the Rules and Regulations (each as amended from time to time) or such of them that apply to a particular circumstance, as the context requires.
- "Controlled Facilities" any real estate that is not a Common Facility and is regulated, maintained, improved, repaired, replaced, managed, insured or controlled by the Association.
- Estate on the Plats, within which the Declarant reserves the right to create additional Units, Common Elements, Limited Common Elements, or any combination thereof pursuant to Article VIII hereof.

"Director" – a member of the Executive Board.

F:\(\) | H By whers\(\) Tabas\(\) HOA Documents\(\) Tabas - HOA Declaration 01_38_07 (Final clean). doc 2/7_20\(\) | 43 PM

Dwelling" - a single family residential dwelling house constructed or to be constructed within the boundaries of any Building.
"Eligible Mortgagee" - any holder, insurer or guarantor of a first mortgage on one or more Units in the Community who shall have provided to the Association a written statement of its name, address and the Unit against which the mortgage it holds, insures or guarantees is a lien
herein and in the Bylaws, who shall manage the business, operation and affairs of the Community on behalf of the Unit Owners and in compliance with and subject to the provisions of the Vct.
"General Common Expense" - any expenditure for which all Unit Owners are liable as provided herein, including, but not limited to:
Expenses of administration, management, operation, maintenance, repair, insurance, and replacement, together with any allocation to reserves, of the Common Elements;
2. Expenses or liabilities agreed upon as common by the Unit Owners;
3. Expenses of maintenance, repair and replacement those portions of the Controlled Facilities for which the Association shall have the obligation to maintain, repair and replace;
4. Expenses designated as common by provisions of the Act, this Declaration or the Bylaws, and
5. Expenses of administration, management and operation of the Association.
"Limited Common Element" – a Limited Common Facility or a Limited Controlled Facility.
p. "Limited Common Expense" - any Common Expense benefiting fewer than all of the Units.
"Limited Common Facilities" - all those Common Facilities that are reserved for the use by fewer than all of the Unit Owners. In the Community, the Limited Common Facilities are toose portions of the Community listed on Exhibit "D" - "Components and Responsibilities Chart" attached hereto, as amended from time to time.
FeV Note Deciders \ Tabas \ HOA Documents \ Tabas - HOA Declaration 01.36x07 (Final clean). doc



"Limited Controlled Facility" – a portion of the Controlled Facilities that are part of a Unit which are allocated in the Act or this Declaration for the exclusive use of or by one or more but fewer than all of the Units in the Community.

"Member" - a Unit Owner in his, her or its capacity as a member of the Association.

"Person" - natural individual, corporation, partnership, association, trust or other

legal entity or any combination thereof.

- "Open Space" that certain real property designated as Open Space on the either the Declaration or Plats or Plans, and constituting a portion of the Common Facilities. The Open Space shall include the storm water basins that are part of the storm water management system and the trail system. All activities conducted in the Open Space shall be governed by this Declaration. The terms and conditions of the Declaration as pertains to its use may not be modified by the Declarant or the Association without express, prior written approval of the Township. The Open Space shall be deed restricted from any future subdivision or land development.
- "Plan" or "Plans" the plan of subdivision and land development for "Woodledge at Whitford Hills", prepared by Eastern States Engineering, Inc. dated July 20, 2005, and last revised September 15, 2006, and recorded in the Chester County Recorder of Deeds on October 13, 2006, as Plan No. 17982, and attached hereto as Exhibit "C".
- "Plat" or "Plats" the site plans depicting the Community and the development of the Property, and the buildings and improvements constructed or proposed to be constructed thereon attached hereto as **Exhibit "B"** and made a part hereof, as the same may be amended from time to time.
- "Property" defined in Section 1.01 and consists of the real estate, including all improgements thereon, and all easements, rights and appurtenances belonging thereto which by this Declaration have been, or by amendment or supplement to this Declaration in the future is, submitted to the provisions of the Act.
- "Recorded" that an instrument has been duly entered of record in the Office of the Recorder of Deeds of the County of Chester, Pennsylvania.
- "Recreational Trails" the six foot wide paved walking trail and all other trails internal to the Community. The trails shall be constructed in the general locations as shown on the Plan, but actual locations may vary to some degree due to field conditions encountered during their construction.
- time the Executive Board.

Fill of Hall Hothers\Tabas\HOA Documents\Tabas - HOA Declaration 01_38.07 (Final clean).doc 2/7 2001 3 43 PM



- "Special Declarant Rights" are rights reserved for the benefit of the Declarant ъb. which include the rights to:
 - Complete the improvements shown on the Plats and Plans;
 - Maintain offices, signs and models; 2.
 - Use and grant easements through the Common Elements for the purpose 3. of making improvements within the Community;
 - Appoint or remove an officer of the Community Association or an 4. Executive Board member during the period of Declarant control
 - Modify the size, design and appearance of the Dwelling's located within 5. the Units;
 - Convert Convertible Real Estate/ if any, into Units and Limited Common 6. Elements;
 - Subdivide and/or convert Units into two or more Units and/or Common 7. Elements; and
 - Exercise any other rights of the Declarant constituting "Special Declarant 8. Rights" under the Act, whether or not expressly designated as such in this Declaration.
 - "Township" means West Whiteland Township, Chester County, Penns Ivania. CC.
- "Unit" a part of the Community designated for separate ownership or occupancy as described in Article XI and depicted on the Plats and Plans. The parcel of real property labeled Parcel B on the Plan and Plat, containing Unit 47, shall not be considered a "Unit" for the purposes of this Declaration and shall not be part of the Community created hereby; as such, the title holder or any/tenant of Unit 47 shall not be privy and shall not have any rights, benefits or privileges as a Member for Unit Owner and shall not be required to pay any assessments to the Association.
- "Unit Owner" or "Owner" the record owner, whether one or more persons or entities of fee simple title to any Unit which is or are part of the Community, but excluding those making such interest merely as security for the performance of an obligation.

Section 3.02 Amendment of Definitions. In the event that any amendment to this Declaration for the creation of Units or Limited Common Elements in the Convertible Real Estate, or the subdivision or conversion of a Unit, the foregoing definitions require amendment or supplement to appropriately reflect the characteristics of the newly created Units or Limited Common

First Table Tabas/HOA Documents/Tabas - HOA Declaration 01_3607 (Final clean).doc 2/7/2007 \ 43 PM



Elements in the Convertible Real Estate, or conversion or subdivision of a Unit, the Declarant shall have the right to so amend and supplement the definitions of this Article. amendments shall not require the approval of the Executive Board, the Owners, or the Eligible Mortgagees.

Article IV Applicability

Section 4.01. Applicability. The Property against which this Declaration has been Recorded is subject to the provisions of the Act, the Bylaws and such Rules and Regulations as may be issued by the Executive Board of the Association from time to time to govern the use and occupancy of the Property. Ownership, rental or occupancy of any of the Units in the Community/shall be conclusively deemed to mean that the Unit Owner, tenant or occupant has accepted and ratified this Declaration, the Bylaws and the rules and regulations of the Association and will comply with them as they now exist or may be created, amended or supplemented in the future.

Section 4.02. Interpretation of Declaration and Bylaws. In the event of a conflict of interpretation between the provisions set forth in the Bylaws and this Declaration, this Declaration shall govern except to the extent this Declaration is inconsistent with the Act, in which case the Act will govern.

Article V Plats and Plans

Section 5.01. Plats and Plans. The Plans and Plats described in Exhibits "C" and "B", respectively, show fully and accurately the Property, the name of the Property, the location of the Units, and the location of any Convertible Real/Estate, the location of any Common Elements and such other information as is required by the Act.

Article VI Units

The Community shall initially consist of nine (9) Units, Section 6.01. Number of Units. being identified as Units one (1) through nine (9) on the Plat. In the event that all of the Convertible Real Estate is converted to Units an additional thirty-seven (37) Units may be created in the Community, for a maximum of forty-six (46) Units which may be created in the Community, The Parcel labeled Parcel B on the Plan and Plat containing Unit 47 shall not be considered a "Unit" for the purposes of this Declaration and shall not be part of the Community created hereby; as such, the title holder or any tenant of Unit 47 shall not be privy and shall not have any rights, benefits or privileges as a Member or Unit Owner and shall not be required to pay any assessments to the Association.

Section 6.02. Description of Units. Each Unit is shown on the Plat and Plans, which Plat and Plans may be amended from time to time. Each Unit consists of one (1) Dwelling within a Building. Except with respect to Declarant's right to subdivide Units under Section 5215 of the Act, no Unit may be partitioned or subdivided or separated into units different from that shown

F:\To\\ Brothers\Tabas\HOA Documents\Tabas - HOA Declaration 01.30.07 (Final clean).doc 2/7/2007 3:43 PM



on the Plats and Plans. The Declarant reserves the right to modify the design, size and appearance of the Units.

Section 6.03. Unit Boundaries. Each Unit shall consist of the Unit as designated on the Plat and Plan. The boundaries of each Unit, including the Unit's identifying number are shown on the Plat and Plan, and coincide with (i) the outside dimensions of the foundation of the Dwelling to be erected thereon, and (ii) the center of each party wall separating one Unit from another.

Section 6.04. Limits of Unit Boundaries. The limits of each Unit's boundaries are set forth on the Plats and Plans and are inclusive of all permitted outdoor accessory living areas, including but not limited to, permitted decks and patios. No Unit Owner shall be granted any relief by the Association or the Township, including the Zoning Hearing Board, that would permit encroachment beyond the building footprint approved by the Township in the Plans for an accessory structure or use, including but not limited to, expansions of decks or patios, sheds, outdoor playground equipment, or any other form of outdoor structure or use. This provision may not be amended, except with the express written consent of the Township.

Section 6.05. Maintenance of Units. Each Unit Owner is solely responsible for the maintenance, repair or replacement of his or her Unit.

Section 6.06 Identifying Numbers. The identifying number for each Unit is shown on the Plats and Plans.

Article VII Common Elements, Limited Common Elements and Expenses

Section 7.01. Common Facilities. Common Facilities shall be owned and maintained by the Association and shall consist generally of all real estate not included within the title lines of any Unit, and any improvements on such real estate to be owned by the Association, and shall include those items listed on Exhibit "D" attached hereto (to the extent said items are not dedicated to the Township or a utility service provider). Except as their use may otherwise be limited by this Declaration or the Bylaws or otherwise by the Executive Board pursuant to its powers, each Unit Owner, tenant and occupant of a Unit, and the family members and guests of such Unit Owner, tenant and occupant, may use the Common Facilities in common with all other Unit Owners and tenants or occupants of other Units and their respective family members and guests in accordance with the purposes for which they are intended without hindering or encroaching upon the lawful rights of the other Unit Owners. Unit Owners or occupants shall not obstruct the Common Facilities in any way including, but not limited to, interfering with any storm water drainage. Owners or occupants may not store anything in or on the Common Facilities.

F:\Toll Brothers\Tabas\HOA Documents\Tabas - HOA Declaration 01.30107 (Final clean).doc 2/7/2007 3:43 PM



Section 7.02. Controlled Facilities. The Controlled Facilities are facilities that are <u>not owned</u> by the Association but that are required to be maintained, improved, repaired, replaced, regulated, managed, insured or controlled by the Association. There are no Controlled Facilities in the Community.

Section 7.03. Limited Common Facilities. Limited Common Facilities are a portion of the Common Facilities allocated by the Declaration or by the operation of applicable law for the exclusive use of one or more but fewer than all of the Units. The Limited Common Facilities in the Community are identified on Exhibit "D" attached hereto.

The Association will establish standards governing the use and appearance of each of the Limited Common Facilities and the replacement materials that must be used when maintaining, repairing and replacing same, and, in the event a Unit Owner, after ten days prior written notice (or, in the event of an emergency situation, after notice by telephone or personally, confirmed as soon thereafter as practicable in writing) fails to abide by such standards, the Association shall maintain or replace the affected Limited Common Facility. The costs thereof shall be Limited Common Expenses to be assessed and paid by the applicable Unit Owner(s). Furthermore, the Declarant and the Association reserve the right to require Unit Owners to insure the Limited Common Facilities benefiting each respective Unit, and to inspect the applicable insurance policy and to demand the Unit Owner's insurer give thirty days written notice in the event the insurance policy is canceled or modified. In the event the applicable insurance policy is modified or canceled such that it no longer meets the standards set forth by the Association the Association may, after ten days written notice, order a policy covering the affected Limited Common Facility. The costs thereof shall be Limited Common Expenses to be assessed and paid by the applicable Unit Owner(s).

Section 7.04. Limited Controlled Facilities. Limited Controlled Facilities are a portion of the Controlled Facilities, other than Controlled Facilities which are themselves part of a Unit, allocated by or pursuant to the Declaration for the exclusive use of one or more but fewer than all of the Units. There are no Limited Controlled Facilities in the Community.

Section 7.05. Dedicated Improvements. Dedicated Improvements are those improvements identified on Exhibit "E" attached hereto which shall be made by the Declarant, and upon completion shall be offered for dedication to the Township, a utility service provider or some other third party.

The Declarant has posted financial security, in an amount acceptable to the Township, in connection with the approval of the Plan, and that financial security is sufficient to complete the construction of the Declarated Improvements that shall be offered for dedication to the Township and the other third parties. The Declarant hereby reserves the right to designate or alter the Dedicated Improvements as shown on the Plan as may be required by the Township, the Commonwealth of Pennsylvania or a utility service provider. In the event that the Township, or any other utility service provider elects not to accept dedication of any of the Dedicated Improvements, then said Dedicated Improvements shall be retained by or conveyed to the Association to be owned and maintained as Common Facilities.

F:\Toll Brothers\Tabas\HOA Documents\Tabas - HOA Declaration 01.30207 (Final clean).doc 2/7/2007 3:43 PM



10728537

Section 7.06. Alteration to Common Facilities By Unit Owner. Without limiting the rights of the Declarant in connection with all construction and improvements to be made in or to the Community by the Declarant, no Unit Owner may make any improvements or alterations or do any work to any of the Common Facilities. No Unit Owner shall impair any easement or hereditaments therein without the unanimous consent of the Unit Owners affected thereby,

Section 7.07. Common Expense Liability.

- The Common Expenses incurred or to be incurred for the administration and governance of the Community and the maintenance, repair, replacement, insurance, administration, management, operation and use of the Common Elements and Limited Common Elements and the making of any additions or improvements thereto and the charges for common utility services, if any, shall be assessed by the Association against, and collected from, the Unit Owners; provided, however, that until the Association charges its first assessments to the Unit Owners, the Declarant shall pay all expenses of the Community. Common Expenses benefiting fewer than all of the Units may be assessed as Limited Common Expenses exclusively against the Units benefited.
- Each Unit Owner, by accepting title to a Unit, covenants and agrees to pay the Association its share of the Common Expenses. The obligation to pay Assessments is a covenant running with the Property, inseparable from each Unit, and any conveyance, lease, devise or other disposition or mortgage or other encumbrance of any Unit shall extend to and include the Assessment liability, whether or not expressly referred to in the instrument effecting such transfer.
- No Unit Owner may exempt himself from liability with respect to the payment of Assessments by waiver of the enjoyment of the right to use any of the Common Elements or by abandonment of his Unit or otherwise. The obligation to pay Assessments is absolute and unconditional and shall not be subject to set-offs or counterclaims.
- Section 7.08. Common Expense Percentage. Except with respect to the creation of Units or Limited Common Facilities in the Convertible Real Estate, the subdivision or conversion of a Unit or as otherwise provided in the Act, the allocation of Common Expenses appurtenant to each Unit shall have a permanent character, shall be inseparable from each Unit and shall not be altered or changed except by the recording of an amendment to this Declaration, duly executed by all of the Unit Owners affected thereby and their Eligible Mortgagees. If additional Units are created as provided in this Declaration, the Common Expense Percentage for any additional Unit shall be equal among all other Units.

F:\Toll Brothers\Tabas\HOA Documents\Tabas - HOA Declaration 01.30307 (Final clean).doc 2/7/2007 3:43 PM



Section 7.09. Conveyance or Encumbrance of Common Facilities. All Common Facilities consisting of land not required by the Plan to be improved, graded or disturbed in any way from its natural state will become Common Facilities upon the recording of this Declaration. All other Common Facilities will become Common Facilities upon substantial completion of any required improvement, grading or disturbance as required by the Plan and the Township. The Declarant will convey the Common Facilities to the Association, and the Association shall accept such conveyance, upon substantial completion of any improvements to all of the Common Facilities, or at an earlier or later time, but not later than the date of the last conveyance by Declarant of a Unit included in the Community. This obligation to convey will be binding upon the Declarant and any successor in interest of the Declarant in the portion of the Community consisting of such Common Facilities, whether or not the successor succeeds to any Special Declarant Rights of Declarant. The Declarant will own the Common Facilities before such conveyance. Declarant shall convey the Common Facilities to the Association by Recording a fee simple deed of special warranty which names the Association as grantee. No consideration shall be payable by the Association. All liens shall be released as of the date of such conveyance.

Section 7.10. Obsolescence. In the event that the Executive Board shall determine that any Common Facilities of the Association are obsolete, the Executive Board may call for a vote of the Unit Owners to determine whether or not the said Common Facilities should be demolished or replaced. In the event that eighty percent (80%) of the Unit Owners and two-thirds (2/3) of the Eligible Mortgagees shall determine that the said property should be demolished or replaced, the costs thereof shall be assessed against all of the Unit Owners equally.

Section 7.11 Governmental Compliance. The Common Elements and Limited Common Elements shall be constructed, preserved, maintained and repaired by the Association in accordance with this Declaration, the Plats and Plans and all approvals, decisions and permits of the Township and all governmental entities having jurisdiction over the Community. Notwithstanding anything in this Declaration to the contrary, the Association shall not change the primary use of the Open Space (as open space) without first obtaining Township approval pursuant to a duly authorized Resolution.

Article VIII Convertible Real Estate

Section 8.01. Right to Create Units and Limited Common Facilities in the Convertible Real Estate. The Declarant reserves the option, until the expiration of seven (7) years from the date this Declaration is first Recorded, to create Units and Limited Common Facilities, from time to time, in all or any portion of the Convertible Real Estate. This option shall not terminate prior to its expiration except by amendment to this Declaration filed of record by the Declarant. This option may be exercised by the Declarant without the consent or approval of any Owner, the Executive Board or any Eligible Mortgagee.

F:\Toll Brothers\Tabas\HOA Documents\Tabas - HOA Declaration 01.30407 (Final clean).doc 2/7/2007 3:43 PM



Section 8.02. Reallocation of Common Expenses Percentages and Votes in the Association. Upon the creation of additional Units within the Convertible Real Estate by the exercise of the options reserved by the Declarant in Sections 8.01, the Common Expense Percentages shall be reallocated among all of the existing and additional Units in the Community in accordance with Section 13.02. Votes in the Association associated with Units existing in the Community shall not be reallocated upon the creation of additional Units in the Convertible Real Estate and each Unit in the Community shall have such votes in the Association as described in Section 9.02

Section 8.03. Procedure for Converting Convertible Real Estate. Upon Declarant's election to create Units or Limited Common Facilities in all or any portion of the Convertible Real estate, the Declarant shall, at its own expense, prepare and record an amendment to this Declaration and the Plans. Declarant retains the right to record the amendment without the prior approval of the Executive Board or Unit Owners.

Section 8.04. Declarant Assurances.

- a. The Declarant makes no assurances that the Convertible Real Estate will be converted in any particular order, or that if any portion of the Convertible Real Estate is converted, that any other Convertible Real Estate will be converted.
- c. The Declarant makes no assurances with respect to the exact location or dimensions of any Units or Limited Common Elements that the Declarant may create within the Convertible Real Estate of the Community, except that barring such amendments to the subdivision and land use approvals for the Property as may be sought and obtained by the Declarant, Units, to the extent they are created shall be located in the areas shown on the Plats and Plans (as the same may be amended) and, except as otherwise stated below, all Units created shall be restricted to residential and incidental uses.
- d. The Declarant makes no assurances as to the location, size, architectural style, quality of construction or principal materials employed in the construction of any buildings to be erected within the Convertible Real Estate. The Declarant makes no assurances as to the nature, type, size or maximum number of Limited Common Elements it may create, if at all, within the Convertible Real Estate added to the Community. All restrictions in this Declaration affecting use, occupancy and alienation of Units will apply to such Units as may be created within the Convertible Real Estate, except that differentiations may be made by the Declarant as to such Units to reflect and account for considerations that are particular to such Units. The Declarant reserves the right to maintain models, sales offices and/or management offices in such Units created in the Convertible Real Estate as the Declarant shall designate.
- e. Any amendment to the Declaration prepared in connection with the creation of Units and/or Limited Common Facilities in the Convertible Real Estate shall include any changes that are required to the provisions of this Declaration to appropriately reflect any Units and/or Limited Common Facilities, as the case may be, created.

F:\Toll Brothers\Tabas\HOA Documents\Tabas - HOA Declaration 01.30507 (Final clean).doc 2/7/2007 3:43 PM



10728537 Page: 16 of 83 B-7081 P-2034

RILE: RIPER

Article IX The Association

Section 9.01. The Association. The Association is the governing body for all of the Unit Owners and, except as otherwise provided in this Declaration, is responsible for the maintenance, repair, replacement, cleaning, management, regulation, operation and administration of the Common Elements including without limitation, the Open Space and storm water management system, and the making of any additions or improvements thereto. The duties of the Association shall be undertaken as provided herein and in the Bylaws, but nothing herein contained shall be construed so as to preclude the Association from delegating any of such duties to a manager or agent or to another Person subject to the authority of the Association. The Common Expenses incurred by the Association for the maintenance, repair, replacement, insurance, administration, management, regulation, operation and use of the Common Elements and the making of any additions or improvements thereto, and for the provision of common energy and utility services, shall be assessed by the Association against and collected from the Unit Owners in accordance with Article XIII hereof and the Act.

Section 9.02. Membership in Association.

- a. Each Unit Owner, upon acceptance of the deed to his/her Unit, shall become a member of the Association, provided that any Unit Owner who is holding an interest in a Unit merely as a security for the performance of an obligation shall not be a member of the Association. Membership in the Association shall be limited to the Unit Owners within the Community.
- b. Every member of the Association shall be entitled to all of the rights and shall be bound by all of the obligations accompanying such membership.
- C. Each Unit in the Community shall have one (1) vote associated with such Unit. When more than one person holds an interest or interests in any Unit, all such persons shall be members, and the vote for such Unit shall be exercised as provided in Section 9.03 hereof and in the Bylaws, but in no event shall more than one (1) vote be cast with respect to any such Unit.
- d. Only those Unit Owners in good standing and entitled to vote shall be considered "Unit Owners" for purposes of obtaining a quorum, or determining the percentage of Unit Owners voting on a matter. A Unit Owner shall be deemed to be "in good standing" and "entitled to vote" at any annual meeting or at any special meeting of the Association if, and only if, he shall have fully paid all Assessments made or levied against the Owner's Unit by the Executive Board together with all interest, costs, attorneys' fees, penalties and other expenses, if any, properly chargeable to the Owner's Unit, at least five (5) days prior to the date fixed for such annual or special meeting.
- e. In the event that an Owner shall lease or permit another to occupy his Unit in accordance with the provisions of this Declaration, the tenant or occupant shall be permitted to use the Common Facilities of the Community (subject however to such limitations on such use

F:\Toll Brothers\Tabas\HOA Documents\Tabas - HOA Declaration 01.3007 (Final clean).doc 2/7/2007 3:43 PM



10728537 Page 17 of 83 B-7081 P-2034 as would be applicable to the Owner) but shall not vote in the affairs of the Association, except as the Owner may permit the tenant or occupant to exercise by the proxy vote of the member in accordance with the Bylaws.

- Every lawful transfer of title to a Unit shall include membership in the Association and, upon making such transfer, the previous Unit Owner's membership shall automatically terminate. Except as otherwise expressly provided, membership in the Association may not be assigned or transferred without the transfer of legal title to a Unit and any attempt at such assignment or transfer thereof shall be void and of no effect.
- Membership in the Association shall automatically terminate as to any/member when such member sells, transfers or otherwise conveys his Unit.
- Section 9.03. Certificate of Voting. The following shall apply to all Units dwned by parties other than the Declarant. If a Unit is owned by one person, the Owner's right to vote shall be established by the recorded title to the Unit. If a Unit is owned by more than one person, the person entitled to cast a vote for the Unit shall be designated in a Certificate signed by all of the record owners of the Unit and filed with the Secretary of the Association. If a Unit is owned by a corporation or partnership, the officer, partner or employee thereof, entitled to cast the votes of the Unit for the corporation or partnership shall be designated in a certificate for this purpose, signed by the president or vice-president, and (as to a corporation) attested by the secretary or assistant secretary of the corporation, and filed with the Secretary of the Association (the "Corporate Certificate"). The person designated in the Corporate Certificate, who is entitled to cast votes for a Unit shall be known as the "Voting Member." If such a Corporate Certificate is not on file with the Secretary of the Association for a Unit owned by more than one person or by a corporation or partnership, the votes of the Unit concerned shall not be considered in determining the requirement for a quorum, or for any purpose requiring the approval of a person entitled to cast votes for the Unit except if such Unit is owned by a husband and wife. A Corporate Certificate shall be valid until revoked in writing by any owner of the Unit, or until superseded by a subsequent Corporate Certificate, or until a change in the ownership of the Unit concerned. If a Unit is owned by husband and wife, the following three provisions are applicable to voting by such Unit:
- The Unit Owners may, but they shall not be required to, designate a Voting Member.
- If they do not designate a Voting Member, and both husband and wife are present at a meeting and are unable to cast a unified single vote upon any matter requiring a vote, the vote attributable to their Unit shall be counted for purposes of a quorum but shall be deemed an abstention on the matter(s) subject to the vote.
- Where they do not designate a Voting Member and only one is present at a meeting, the person present may cast the vote for the Unit, without establishing the concurrence of the absent person, just as though he or she owned the Unit.

F:\Tall Brothers\Tabas\HOA Documents\Tabas - HOA Declaration 01.30707 (Final clean).doc 2/7/2007 3:43 PM



Section 9.04. Executive Board.

- a. Subject to the provisions of the Act, this Declaration and the Bylaws, the Executive Board shall have the power to act on behalf of the Association. The initial Executive Board shall consist of three (3) Directors. The Directors shall be appointed, removed and replaced from time to time by the Declarant without the necessity of obtaining resignations. The Declarant-appointed Directors shall be replaced with Owners (or, if an Owner is a corporation, the officer, director or employee thereof duly authorized by the corporation to serve on the corporation's behalf), other than the Declarant, in accordance with the provisions of Subsection 9.04(b). The Executive Board after replacement with Owners elected in accordance with Subsection 9.04(b), shall be comprised of three (3) Directors.
- b. For purposes of this Subsection (b), the term "First Election Meeting" shall mean the first meeting of the Association which shall occur no later than sixty (60) days after twenty-five percent (25%) of the Units are conveyed to Owners other than Declarant. The term "Transitional Meeting" shall mean the meeting of the Association which shall be held no later than the earliest of (i) sixty (60) days after seventy-five percent (75%) of the Units are conveyed to Owners other than the Declarant, or (ii) two (2) years after the Declarant has ceased to sell Units in the ordinary course of its business. Subject to the right of the Declarant to alter the following procedure so as to have all or part of the transition process occur earlier than as hereafter described, the transition from a Board comprised solely of Directors appointed by the Declarant to a Board comprised solely of Directors shall occur as follows:
- 1. At the First Election Meeting, the Owners (other than the Declarant) shall elect one (1) Owner to serve on the Executive Board. The one (1) elected Owner shall serve until the next annual meeting of the Community Association which shall occur at least one hundred and eighty (180) days after the First Election Meeting (at which time, and at each annual meeting thereafter, such members shall be reelected or their successors elected by the Owners other than the Declarant to serve annual terms).
- 2. At the Transitional Meeting, the Owners (other than the Declarant) shall elect two (2) Owners to serve as Directors who shall replace the remaining two (2) Directors appointed by the Declarant. The Directors elected pursuant to this Subsection shall serve until the next annual meeting of the Association next following the annual meeting at which the one (1) Director elected pursuant to subsection (i) above is reelected or replaced, at which time the two (2) Directors elected pursuant to this Subsection (ii) shall be reelected or their successors elected to serve two (2) year terms.
- 3. Notwithstanding the foregoing, the Declarant shall have the right to appoint one additional non-voting member to the Board to serve until sixty (60) days after the Declarant conveys to an Owner the last Unit which the Declarant reserves the right to include in the Community. During the period this non-voting member is on the Executive Board, the Executive Board shall notify the Declarant in advance of all meetings of the Executive Board and the Association. This notice shall be delivered at the same time as notice of these meetings

F:\Toll Brothers\Tabas\HOA Documents\Tabas - HOA Declaration 01.30807 (Final clean).doc 2/7/2007 3:43 PM



10728537 Page 19 of 83 B-7081 P-2034 is delivered to the members of the Executive Board and/or the Owners, as the case may be, pursuant to the By-Laws.

- c. For purposes of determining whether the period of Declarant control has terminated or whether Unit Owners other than the Declarant are entitled to elect members of the Executive Board under this Section, the percentage of Units conveyed is presumed to be that percentage if all of the Units the Declarant reserves the right to create or build are included in the Community.
- d. After the election held pursuant to Subsection 9.04 b. above and until the Declarant has conveyed the last Unit in the Community in the ordinary course of business the Executive Board shall notify the Declarant in advance of all meetings of the Executive Board and the Association at the same time as notices are given to the Executive Board members or the Unit Owners as the case may be. Until the Declarant conveys the last Unit in the Community in the ordinary course of business the Declarant shall be entitled to send a representative to observe all meetings of the Executive Board and Association.

Section 9.05. Budgets and Capital Expenditures. By an affirmative vote of the Unit Owners in the Community having at least eighty percent (80%) of votes in the Association, the Unit Owners may reject any budget or capital expenditure approved by the Executive Board within thirty (30) days after the approval.

Section 9.06. Actions Affecting the Declarant. No action shall be taken by the Association or the Executive Board that would affect any right, privileges, powers and options of the Declarant under this Declaration, the Bylaws or the Act without the prior written approval of the Declarant.

Article X/ Insurance

Section 10.01 Property Insurance. The Association shall maintain blanket, "all risk" property insurance on those improvements forming a part of the Common Facilities and Controlled Facilities, to the extent that the Controlled Facilities can be separately insured from the Units, and the Association's personal property, if any. The total amount of insurance after application of any deductibles (which shall not exceed \$5,000.00) shall not be less than eighty percent (80%) of the actual cash value of the insured property, exclusive of land, excavations, foundations and other items normally excluded from property policies.

Section 10.02 Directors' and Officers' Liability. The Association shall be permitted but not obligated to carry directors and officers insurance and/or liability insurance to the extent it reasonably believes is required to protect any of the officers or directors of the Association.

F:\Toll Brothers\Tabas\HOA Documents\Tabas - HOA Declaration 01.3007 (Final clean).doc 2/7/2007 3:43 PM



10728537

Section 10.03 Insurance Against Dishonest Acts. The Association shall cause to be maintained a fidelity bond or insurance coverage against dishonest acts on the part of such Persons (including, by way of illustration and not limitation, Association members, officers, directors, trustees, agents, employees and volunteers) responsible for handling funds belonging to or administered by the Association. Such fidelity bond or insurance policy or policies shall name the Association as the named beneficiary or insured and shall be written in an amount not less than the aggregate amount of monthly assessments due and payable during three months against all Units, plus the amount of reserve funds, if any, held by the Association. In connection with such coverage, an appropriate endorsement shall be added to such policy or bond in order to cover any persons who serve without compensation, if such policy would not otherwise cover volunteers.

Section 10.04 Workman's Comprehensive Insurance. The Association shall cause to be maintained such workmen's compensation insurance as applicable laws may require.

Section 10.05 General Liability Insurance. The Association shall cause to be maintained "broad form" comprehensive general liability insurance policies, complying with the requirements of this Section 10, insuring the Owners, in their capacity as Unit Owners and Association members, and any managing agent retained by the Association, against any liability to the public or to other Unit Owners, their occupants or invitees, relating in any way to the ownership, use and/or maintenance of the Common Facilities and Controlled Facilities and any part thereof. Such insurance policy shall contain a "severability of interest endorsement" or equivalent coverage which precludes the insurer from denying the claim of an insured thereunder because of the negligent acts of the Association or another insured. Limits of liability shall be at least One Million Dollars (\$1,000,000.00) covering all claims for personal injury (including death) and/or property damage arising out of a single occurrence; provided, that in the event the Community has received project approval by either the Federal National Mortgage Association ("FNMA") or the Federal Home Loan Mortgage Corporation ("FHMLC"), then the insurance shall be carried in such amount as may be required by whichever of FNMA or FHMLC has given such project approval, pursuant to any published and effective requirement of such entity or entities. Such insurance shall include protection against legal liability of the insureds for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of the Common Facilities and Controlled Facilities, legal liability arising out of suits related to employment contracts of the Association, water damage liability, liability for non-owned and hired automobiles, liability for property of others, garage keeper's liability, host liquor liability and such other risks as are customarily covered in similar projects. The scope and amount of coverage of all liability insurance policies shall be reviewed at least once each year by the Executive Board and may be changed in its discretion provided that such policies shall continue to comply with the requirements of this Section 10.

F:\Toll Brothers\Tabas\HOA Documents\Tabas - HOA Declaration 01.3007 (Final clean).doc 2/7/2007 3\43 PM



10728537
Page 21 of 83
B-7081 P-2034

Section 10.06 Insurers. All policies shall be written with a company licensed to do business in the Commonwealth of Pennsylvania and such company shall be required to hold a rating of Class VII or better by Best's Insurance Reports (or a rating of Class V, provided it has a general policy holder's rating of at least "A"), or by an equivalent rating bureau should Best's Insurance Reports cease to be issued.

Section 10.07 Authority to Adjust Losses. Exclusive authority to adjust losses under Association policies hereafter in force on the Property shall be vested in the Executive Board or its authorized representative.

Section 10.08 Form of Insurance. With respect to the insurance policies issued to the Association and covering all or any part of the Property, the Association shall endeavor to cause such policies to provide that:

- a. The enforceability of such policies shall not be affected by any waiver of subrogation as to any and all claims against the Association, any managing agent, the Unit Owners and their respective tenants, employees, agents, customers and guests, such subrogation being hereby waived;
- b. The Association's policies cannot be canceled, invalidated or suspended by means of the conduct of any one or more Unit Owners, all defenses based upon coinsurance or acts of the insured being waived by the insured parties, and in no event shall cancellation, material modification, invalidation or suspension for any reason be effected without at least 30 days prior written notice to each Unit Owner and all holders of mortgages against Units whose names and addresses are on file with the insurer;
- Such policies cannot be canceled, invalidated or suspended on account of the conduct of any officer or employee of the Association or any managing agent employed by the Association without a prior demand in writing that the Association or such managing agent, as the case may be, cure the defect and without providing a reasonable period of time thereafter in which to cure same;
- d. Any "no other insurance" clause in such policies shall not prohibit Unit Owners from obtaining insurance on their individual Units; and
- e. Such insurance shall not be invalidated by any foreclosure or other proceedings or notices thereof relating to the Property or any interest therein, nor by any change in the title or ownership of the Property or any interest therein.

Section 10.09 Name of the Insured. The name of the insured under each policy required pursuant to this Section 10 shall be stated in form and substance similar to the following:

"Woodledge at Whitford Hills Association, for the use and benefit of the individual owners, or their authorized representatives, of the Units contained in Woodledge at Whitford Hills, a Planned Community."

F:\Toll Brothers\Tabas\HOA Documents\Tabas - HOA Declaration 01.30107 (Final clean).doc 2/7/2007 3\43 PM



Section 10.10 Proceeds. Each insurance policy required to be carried by the Association pursuant to Section 10 hereof shall be endorsed to provide that any proceeds shall be payable to the Association and not to any mortgagee or beneficiary under a deed of trust, but said proceeds shall be endorsed to fully protect all Unit mortgagees' interests. The Association shall hold any insurance proceeds in trust for the Unit Owners and lien holders as their interests may appear. Subject to Section 10.13, proceeds shall be disbursed first for the repair or restoration of the damaged Common Elements and Units, and 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 Common Elements and Units have been completely repaired or restored or the planned community is terminated.

Section 10.11 No Election. All policies of property insurance shall provide that the insurer shall not elect either to restore damage or to pay a cash settlement in lieu thereof (i) without the prior written approval of the Executive Board, or (ii) if the election made would be in conflict with the provisions of the Act or any other law.

Section 10.12 Premiums and Deductibles. The premiums for all insurance required to be maintained by the Association pursuant to this Section 10 and the payment by the Association of any deductibles pursuant to this Section 10 shall be collected from the Unit Owners as a General Common Expense.

Section 10.13 Repair and Replacement of Common Facilities and Controlled Facilities. The determination of the Association to repair and replace any Common Facilities and Controlled Facilities damaged by casualty, and the disposition of property insurance proceeds received in connection with such casualty shall be governed by Section 5312(h) of the Act.

Section 10.14 Use of Unit and Insurance Premiums. No Unit shall be used, occupied or kept in a manner which will in any way increase the insurance premiums payable by the Association without the prior written permission of the Executive Board, which permission, if given at all, shall be conditioned upon the Unit Owner of such Unit being required to bear the full amount of such increase. To the extent that the use or occupancy of a Unit or the Common Elements (whether permitted or without the permission of the Association) increases any insurance premium payable by the Association, the Association shall have the right to charge the amount of such increase to the Unit Owner of the Unit to which such increase is attributable. No Unit or any part of the Common Elements shall be used, occupied or kept in any manner which would violate any law, statute, ordinance or regulation of any governmental body or which would lead to the cancellation of any insurance policy or policies on the Property.

Section 10.15. Unit Owner Insurance. Unit Owners shall have the obligation to maintain insurance of their own on their Units; such insurance to include coverage for damage or destruction by fire and other casualty to any Dwelling or other improvements erected or installed in or as part of a Unit and liability coverage for injuries to persons or damage to property occasioned by any use of the Unit.

Section 10.16. Master Insurance. Notwithstanding anything to the contrary contained herein, for so long as the Declarant controls the Executive Board, the Declarant reserves the right to

F:\Toll Brothers\Tabas\HOA Documents\Tabas - HOA Declaration 01.30207 (Final clean).doc 2/7/2007 3:43 PM



include the insurance obligations of the Association within a master insurance program controlled by the Declarant and upon doing so, the insurance obligations provided for under this Declaration shall be deemed satisfied.

Article XI Easements and Declarant Rights

Section 11.01. Statutory Easements. Declarant expressly reserves, and the Property and the Community are expressly subject to, the easements provided for by Sections 5216 (easement for encroachments), 5217 (easement for use for sale purposes) and 5218 (easement to facilitate completion, conversion and expansion) of the Act, and the express easements set forth herein supplement such statutory easements and are not in lieu thereof.

Section 11.02 Easement to Construct and to Dedicate Improvements. Declarant hereby reserves for itself, its successors and assigns, and the Association, the following easements, rights and privileges:

- a. All easements, whether general or specific, shown on the Plats and Plans;
- b. An easement for the construction, installation, repair, inspection, alteration and maintenance of surface and subsurface utilities and utility facilities including, without limitation, electrical, telephone, cable television, water, sewer and similar facilities to serve the Community and all Units the Declarant reserves the right to construct hereunder;
- c. The right to grant easements through, over, across and under the Common Elements to public or private entities furnishing electric, telephone, cable television, public water, sanitary sewer, storm sewer, natural gas or other utility services; and
- d. The right to dedicate or offer for dedication to the Township or other appropriate municipal or quasi-governmental entity (i) all roads (and related road rights-of-way) constructed within the Community pursuant to the Plan, (ii) all drainage easements and other easements necessary or appropriate to provide access to and from any Storm water Management Facilities or other Common Elements, and (ii) any other facilities or easements required or that may hereafter be required to be dedicated or offered for dedication to the public. The Township may invoke the right to, but is obligated to, accept dedication of any improvements.

Section 11.03 General Utility Easements. The Units and Common Elements are subject to present and future easements granted in favor of the Declarant, appropriate utility and service companies governmental agencies or authorities and the Association for such utility and service lines and equipment as may be necessary or desirable to serve any part of the Property or Community. These easements include, without limitation, the right of the Declarant, the utility or service company or applicable governmental agency, and the Association, to construct, install, lay, maintain, repair, relocate and replace water mains, pipes, sprinklers, meters and related systems, gas mains, pipes, meters and related systems, sewer and drain lines, telephone wires and equipment, television and cable television equipment and facilities, electrical wires, conduits and

F:\Tell Brothers\Tabas\HOA Documents\Tabas - HOA Declaration 01.30307 (Final clean).doc 2/7/2007 3.43 PM



equipment, and ducts and vents over, under, through, along, in and on the Units and Common Elements; together with the right (when accompanied by the Unit Owner or a representative of the Board) to enter into the Unit for the purpose of repair, maintenance, adjustment or any other related purpose authorized by law or applicable regulations including, without limitation thereto, termination of water and/or sewer service by the appropriate service company or agency.

Section 11.04 Easement for Inspection and Abatement. The Declarant and the Association (and its Board, officers and agents) shall have the right and easement to have access to each Unit as may be necessary in order to inspect, maintain, repair or replace any Common Elements therein or accessible therefrom, or to inspect for or abate any violation of the Community Rules and Regulations, Bylaws, Plats, Plans or this Declaration.

Section 11.05 Easement of Access and Use of Streets and Sidewalks. Each Unit Owner shall have an easement of use, access, ingress, egress and regress, in common with all other Unit Owners, over undedicated streets within the Community for the purpose of providing vehicular and pedestrian access to and from the Unit Owners' respective Units, and all sidewalks placed within the Community, except those walkways designated as Limited Common Elements. Such easements shall also be for the benefit of tenants and occupants of the Units, and the family members, guests and permittees of such Unit Owners, tenants and occupants.

Section 11.06. Declarant's Easement for Construction. The Declarant, for its own benefit and the benefit of its officers, employees, agents, contractors and subcontractors reserves the right and privilege to go upon any and all of the Units and Common Facilities, without hindrance, for purposes of construction, reconstruction, maintenance, repair, renovation, replacement or correction of the Units, the Additional Real Estate, and the Common Facilities (including, without limitation, to change the grade of grounds or to install drainage control devices so as to control possible drainage or run off of storm water in connection with the development of the Property or adjacent land). This Section shall not be amended without the prior written consent of the Declarant.

Section 11.07 Easement for Encroachments. If any part of the Common Elements now or hereafter encroaches on any Unit, or if any Unit or hereafter encroaches upon any Common Elements (other than as a result of the intentional or negligent act or omission of a Unit Owner other than the Declarant), a valid easement appurtenant for such encroachment shall exist.

Section 11.08 Easement for Party Walls. The Unit Owners owning adjacent Units have an easement in common with each other for the use and support of and by the party walls dividing such Units, which are Common Elements.

Section 11.09 Declarant's Easement to Correct Drainage. Declarant reserves an easement on, over and across all parts of the Common Elements not located within a Building for the purpose of maintaining and correcting any drainage of surface water to maintain reasonable standards of health, safety and appearance, including the right to move and remove any trees, bushes or shrubbery, to grade and re-grade the soil, and to take any other action necessary in connection therewith.

F:\Toll Brothers\Tabas\HOA Documents\Tabas - HOA Declaration 01.30407 (Final clean).doc 2/7/2007 3:43 PM



Section 11.10 Trail Easement. The Common Elements shall be subject to a walking trail easement as more fully shown on the Plats, which shall be for use as walking and/or jogging, and which shall be available for use by the Unit Owners and by members of the general public, and which shall be subject to a continuing offer of dedication to the Township. The Township may, but is not obligated, to accept dedication of the Trails from the Association.

Section 11.11. Recorded Easements and Licenses. Attached to and made a part of this Declaration as Exhibit "F" is a list of the recording data for recorded easements and licenses appurtenant to or included in the Community or to which any portion of the Community is or may become subject.

Article XII Assessment of Taxes

Section 12.01. Assessment of Taxes. Each Unit shall be assessed and taxed as a separate parcel of real estate and each Unit Owner is charged with the payment of all such taxes, municipal claims and liens assessed, liened or filed against his Unit.

Article XIII Unit Owner Obligations

Section 13.01. Assessment Obligation.

Each Unit Owner covenants and agrees to pay to the Association all Assessments including, but not limited to: (i) regular Assessments for Common Expenses; (ii) special Assessments, such Assessments to be fixed, established and collected from time to time as hereinafter provided; (iii) delinquency assessments, as established from time to time by the Executive Board, against any Unit Owner whose Assessments are delinquent for a period exceeding ten (10) days after the due date ("Delinquency Assessments"); (iv) Limited Common Expense Assessments, (v) any fines or interest charges; (vi) Assessments for what may from time to time be determined by the Association to be Common Expenses and (vii) any costs incurred by the Association in achieving compliance by one or more Unit Owners with the obligations of Unit Owners under this Declaration (such costs being assessed specially as limited charges against the Unit Owner(s) who fail to comply). Until the Association makes an Assessment, the Declarant shall pay all the expenses of the Community.

The obligation to pay Assessments is to be deemed to be a covenant running with the land. Each Assessment shall be separate for each Unit and payable by the Owner thereof. The Assessments and costs of collection (including attorneys' fees) shall be a charge on the Unit and shall be a continuing lien upon the Unit from the time each Assessment or costs of collection become due. Each such Assessment and costs of collection as hereinafter provided and pursuant to the Act, shall also be the personal obligation of the Owner of the Unit at the time when the Assessment first became due.

F:\Toll Brothers\Tabas\HOA Documents\Tabas - HOA Declaration 01.30507 (Final clean).doc 2/7/2007 3:43 PM

PLEY PIPER

10728537
Page 25 of 83
B-7081 P-2034

- The Association shall have the right to assess as Limited Common Expenses C. charges against any one or more Units to provide services which are exclusively for such Units including, but not limited to, the improvement and maintenance of any Limited Common Elements used principally by or benefiting the Owners of such Units.
- In addition to the regular, annual Assessments authorized above, the Association may levy during any fiscal year Special Assessments applicable to that year for purposes of defraying in whole or in part any unanticipated and unbudgeted costs of maintenance, construction, reconstruction, repair or replacement of capital improvements with respect to the Common Facilities and the Limited Common Facilities, or any unanticipated and unbudgeted administrative expense of the Association; provided, that any such Special Assessment shall have the assent of two-thirds of the votes of the Unit Owners who are voting in person or by proxy at a meeting duly called for such purpose. The Association may also levy and assess, as often as required, Special Assessments for the prompt correction of violations of any ordinances, codes and regulations of the Township and the abatement of nuisances. Such Special Assessments may be payable in a lump sum or in installments, as determined by the Executive Board.
- Every Unit Owner, at the time of such Unit Owner's purchase of a Unit from the e. Declarant shall pay to the Association a one time non-refundable contribution equal to onequarter (1/4) of the then currently estimated annual Common Expense Assessment for that Unit, or such other amount as the Board may determine from time to time. This amount shall be deposited in the account of the Association, which shall use such amounts in its reasonable discretion, subject to the duties and obligations imposed upon it by this Declaration, the Bylaws and the Act. The Association shall have the right to impose a fee on the resale or transfer of Units, of a sum equal to one quarter (1/4) of the then currently estimated annual Common Expense Assessment that that Unit, or such other amount as the Board may determine from time to time in accordance with the provisions of the Bylaws and the Act. Each such fee shall be payable in the time and manner as determined from time to time by the Board and shall be separate and apart from any monthly assessment amounts applicable to such Units.

Section 13.02. Common Expense Allocation. Each Unit in the Community shall be assigned a percentage (the "Common Expense Percentage") which represents such Unit's proportionate share of the Common Expenses of the Association. The Common Expense Percentage as allocated to each Unit in the Community on Exhibit "I" is established by multiplying one hundred (100) and the quotient resulting from dividing one (1) by the total of all Units in the Community.

Section 13.03. Amount of Assessment. After the Association first makes an Assessment, each Owner of a Unit shall be legally obligated to pay monthly a portion of the Common Expenses equal to an amount calculated on a monthly basis determined by multiplying the Common Expense Percentage of the Unit by one-twelfth of the total Common Expenses for the Community based upon the then applicable annual budget prepared by the Executive Board.

F:\Toll Brothers\Tabas\HOA Documents\Tabas - HOA Declaration 01.3007 (Final clean).doc 2/7/2007 3:43 PM



Until such time as all Units that the Declarant reserves the right to include in the Community are included in the Community or (if applicable) the time for including additional Units expires, (i) the Assessments payable for the Units shall be based on the amounts set forth in the budget of the Association based on the number of Units which such budget assumes are included in the Community, and (ii) the annual budgets of the Association shall include an assumption of either (1) the number of Units as the Executive Board anticipates, in its reasonable judgment, will be included in the Community by the end of the fiscal year; (2) the average number of Units as the Executive Board anticipates, in its reasonable judgment, will be included in the Planned Community throughout the course of the fiscal year; or (3) an assumed "build-out" number of Units included in the Community. Limited Common Expenses shall be assessed in accordance with Section 13.01.c. of this Declaration. No Owner may exempt himself from contributing toward such expenses by waiver of the use or enjoyment of any of the Common Elements or by abandonment of the Unit owned by him or by set-off or counterclaim.

Section 13.04. Time of Payment. Except as otherwise provided in this Declaration, payment by the Unit Owner of his or her share of the expenses aforesaid shall be made at the discretion of the Executive Board, provided that all regular Assessments shall be declared by the Executive Board annually and payable in monthly installments or such other frequency as the Board deems appropriate. The failure of the Executive Board to declare formally any such annual Assessment shall result in the regular monthly Assessment for the immediately preceding month being the monthly installment of the Assessment due and payable for the next month. In the event Assessments are not paid as required, the Executive Board may assess fines, Delinquency Assessments and the costs of collection (including attorney's fees).

Section 13.05. Effect of Non-Payment of Assessment. In the event a Unit Owner fails to pay any Assessments when and as required, the Executive Board may assess fines, Delinquency Assessments and the costs of collection (including attorney's fees) and shall charge interest on any unpaid Assessment at the rate of fifteen percent (15%) per annum or such higher rate set by the Executive Board as permitted by the Act (with interest beginning to accrue thirty (30) days after the due date for the Assessment) and may seek a judgment for (i) that amount plus unpaid Delinquency Assessments and accrued and accruing interest, (ii) the amount of Assessments for the twelve (12) month period next following the due date of the last unpaid Assessment and (iii) any unpaid amount of any special Assessments which are payable in future installments. The Executive Board on behalf of the Association may bring an action at law or in equity against the Unit Owner personally obligated to pay the delinquent Assessments, or foreclose the lien described in Section 13.06 below against the Unit or both, or it may seek and obtain any other remedy provided at law or in equity.

Section 13.06. Lien of Assessments. All Assessments and costs of collection thereof (including attorneys' fees), shall constitute a lien against said Unit in favor of the Association provided that Delinquency Assessments, all fines, fees, charges, late charges, interest and costs of collection thereof (including attorneys' fees) shall be subordinate to the lien of any first mortgage on a Unit. Such lien shall be effective from and after the time the Assessment or charge becomes due subject to the limitations of non-divestiture of Section 5315(b)(2) of the Act. Upon full payment of all sums secured by the lien and a preparation fee, the party making payment shall be entitled

F:\Toll Brothers\Tabas\HOA Documents\Tabas - HOA Declaration 01.30707 (Final clean).doc 2/7/2007 3:43 PM



10728537 Page 28 of 63 B-7081 P-2034 to a recordable satisfaction of lien to be recorded at his sole expense. Such lien of the Association shall have the priority accorded Association liens by Section 5315 of the Act.

Section 13.07. Method of Enforcing Collection of Assessments. Any judgment against a Unit and its Owner shall be enforceable in the same manner as is otherwise provided by law. Reasonable attorneys' fees and court costs incurred by the Executive Board incident to the collection of any Assessments or the enforcement of any lien, together with all sums advanced and paid by the Executive Board for taxes and payments on account of superior liens which may be required to be advances by the Executive Board in order to protect its lien, shall be payable by the Owner and secured by such lien.

Section 13.08. Unpaid Assessments at the Time of Execution Sale Against a Unit. In the event that title to a Unit is transferred by Sheriff's Sale pursuant/to execution upon any lien against the Unit, the Executive Board may give notice in writing to the Sheriff of any unpaid Assessments which are a charge against the Unit, but have not been reduced to a lien, and the Sheriff shall pay the Assessments of which he has such notice out of the proceeds of the sale which remain in his hands for distribution after payment of all other claims which he is required by law to pay (including any claims of the Association given priority by the Act), but prior to any distribution of the balance to the former Unit Owner against whom the execution issued. The purchaser at such Sheriff's sale and the Unit involved, shall not be liable for unpaid Assessments, which became due prior to the Sheriff's sale of the Unit (except as provided under the Act). Any such unpaid Assessments which cannot be promptly collected from the former Owner may be reassessed by the Executive Board as a Common Expense to be collected from all the Unit Owners, including the Purchaser or acquirer of title at the Sheriff's sale, his successors and assigns. To protect its right to collect unpaid Assessments which are a charge against a Unit, the Executive Board may, on behalf of the members of the Association, purchase the Unit at Sheriff's sale provided such action is authorized by the affirmative vote of the majority of the Executive Board, and if it does so purchase, the Executive Board shall thereafter have the power to sell, convey, mortgage or lease such Unit, to any person whatsoever.

Section 13.09. Voluntary Sale of a Unit. Upon the voluntary sale or conveyance of a Unit, or any other transfer, the Unit, by operation of law or otherwise, except a transfer described in Sections 13.08 or 13.10, and a transfer by Deed in lieu of foreclosure to a holder of a mortgage, the grantee shall be jointly and severally liable with the grantor for all unpaid Assessments for Common Expenses which are charges against the Unit as of the date of the sale, conveyance or transfer, but such joint and several liability shall be without prejudice to the right of the grantee to recover from the grantor, in the amount of any such unpaid Assessments which the grantee may pay, and until any such Assessments are paid, they shall continue to be a charge against the Unit, which may be enforced in the manner set forth in Section 13.07; provided, however, any person who shall have entered into a written agreement to purchase a Unit shall be entitled to obtain a written statement from the Treasurer setting forth the amount of unpaid Assessments charged against the Unit and its Owner, and if such statement does not reveal the full amount of the unpaid Assessments as of the date it is rendered, neither the purchaser nor the Unit after transfer thereof, shall be liable for the payment of the amount in excess of the unpaid Assessments shown on such statement.

F:\Toll Brothers\Tabas\HOA Documents\Tabas - HOA Declaration 01.3087 (Final clean).doc 2/7/2007 3:43 PM



10728537
Page 29 of 83
B-7081 P-2034

Section 13.10. Mortgage Foreclosure. If a mortgagee of a "first" mortgage of record or other purchaser of a Unit acquires title to such Unit as a result of foreclosure of the first mortgage, or by deed in lieu of foreclosure, such acquirer of title, his successors and assigns, shall be liable only for the share of Common Expenses or other charges by the Association pertaining to such Unit or chargeable to the former Unit Owner which have accrued for a period of no more than six (6) months prior to acquisition of title as a result of the foreclosure. Such unpaid share of the charges shall be deemed to be Common Expenses collectible from all of the remaining Unit Owners, including such acquirer, his successors and assigns.

Section 13.11. Surplus Funds. Any surplus of the Association remaining after payment of or provision for Common Expenses and any allocation to reserves shall be applied to future Common Expenses and/or additional allocations to reserves as determined by the Executive Board for subsequent fiscal years, and shall not be refunded or credited to the Unit Owners.

Section 13.12. Owners' Negligence. Each Unit Owner shall be obligated to reimburse the Association for any expenses incurred by it in repairing or replacing any part or parts of the Common Elements damaged by his act, omission or negligence or by the act, omission or negligence of his tenants, agents, guests or licensees, promptly upon receipt of the Association's statement therefor. Such reimbursement shall be considered an unpaid Assessment collectable in any manner provided herein in the case of unpaid and past due Assessments.

Section 13.13. Assignment of Assessments. The Association may pledge or assign its right to collect and receive Assessments to a financial institution in order to secure a loan for the financing of the costs of maintaining, repairing or replacing any portion of the Common Facilities.

Article XIV Transfer and Lease of Units

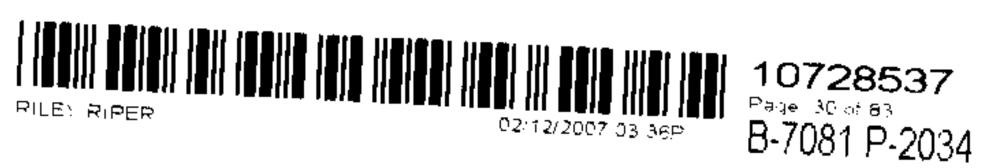
Section 14.01. Transfer of Units. Any Unit Owner may, at any time, transfer all of his ownership in the Unit to any other person, and it shall not be necessary to secure the prior consent of the Association, the Executive Board or of any other Unit Owner. However, all Unit Owners shall comply with the appropriate provisions of the Act, including Section 5407, as shall apply to the sale or transfer of a Unit.

Section 14.02. Leasing of Units.

a Declarant reserves the right to lease any and all of the Units owned by Declarant subject only to the provisions of this Section.

b. No Unit Owner shall be permitted to lease his Unit unless such Unit Owner has complied with the relevant provisions of this Declaration, the Bylaws and any applicable rules and regulations. All leases must be in writing for a term not to be less than one (1) year and approved by the Association, which approval shall not be unreasonably withheld. All leases shall

F:\Toll Brothers\Tabas\HOA Documents\Tabas - HOA Declaration 01.3007 (Final clean).doc 2/7/2007 3:43 PM



provide that the lessee shall be subject in all respects to the provisions of this Declaration, the Bylaws and the rules and regulations of the Community, as may from time to time be promulgated by the Executive Board. The leasing of a Unit shall not affect the liability of the Unit Owner with respect to his obligations under this Declaration, the Bylaws and any rules and regulations. The provisions of this paragraph shall not apply to the holder of a first mortgage lien on a Unit who acquires title thereto.

- c. In the event the Unit Owner shall fail to pay any charge or Assessment levied by the Executive Board against a leased Unit, and such failure to pay continues for ten (10) days, the Executive Board shall so notify the lessee of such Unit in writing of the amount due and within fifteen (15) days after the date of such notice, the lessee shall pay to the Association the amount of such unpaid charges or Assessments, subject however to paragraph (d) of this Section. The amount of such unpaid charges or Assessments paid to the Association by lessee after the nonpayment by the Unit Owner shall be a credited against and shall offset the next monthly rental installment due to the Unit Owner following the payment by the lessee of such charges or Assessments to the Association.
- d. In no event shall the lessee be responsible to the Association for any amount of unpaid charges or Assessments during any one month in excess of one monthly rental installment.
- e. The inclusion of Subsections c. and d. of this Section in a lease or addendum to a lease for the rental of a Unit shall be a condition precedent to the approval of such lease by the Executive Board.
- f. No Units may be purchased for the purpose of leasing the Units to others. The Units are intended to be occupied by the Owners of such Units. Leasing is permitted only when approved by the Executive Board, except that the Declarant shall not be required to obtain such approval.

Article XV Occupancy and Use Restrictions

Section 15.01. Use Restrictions. Each Unit in the Community is subject to the provisions of this Article except the Declarant. The Association, through the Executive Board, has the authority to make Rules and Regulations and restrictions governing the use of Units in addition to those contained herein.

a <u>Use</u>: Each Unit shall be used for residential purposes only; provided occupations carried on in the Unit are permitted only if such use is incidental to the Unit's primary residential use and does not violate the following restrictions and no employees, customers or clients visit the Unit and the Unit Owner shall obtain prior approval from the Township; and

F:\To\\ Brothers\Tabas\HOA Documents\Tabas - HOA Declaration 01.3007 (Final clean).doc 2/7/2007 3 43 PM



- b. <u>Alteration</u>: Nothing shall be built, caused to be built or done in or to any part of the Property which will alter or cause any alteration to the Common Elements without the prior written approval of the Executive Board.
- c. <u>Maintenance</u>: Each Unit shall be maintained by its Owner or occupant in a safe, clean and sanitary manner and condition, in good order and repair and in accordance with all applicable restrictions, conditions, ordinances, codes and any Rules or Regulations which may be applicable hereunder or under law. In the event that a Unit shall not be so maintained, the Association shall have the right to enter upon the Unit to maintain the same, after giving the Unit Owner at least ten (10) days' written notice to cure any maintenance problems or deficiencies. In the event that the Association exercises its right of entry for maintenance purposes, the Association shall have the right to assess the particular Unit Owner for the cost of such maintenance. The Association by its Executive Board shall have the right to establish Rules and Regulations governing the maintenance of any Unit.
- d. Quiet Enjoyment: No Unit Owner or occupant of any Unit shall carry on, or permit to be carried on, any practice on his Unit or on the Property which unreasonably interferes with the quiet enjoyment and proper use of another Unit or the Common Elements by the Unit Owner or occupant of any other Unit, or which creates or results in a hazard or nuisance on the Property.
- e. <u>Signage</u>: No sign, banner, flag, billboard or advertisement of any kind, including, without limitation informational signs, "for sale" or "for rent" signs and those of realtors, contractors and subcontractors, shall be erected on the Unit without the prior written consent of the Executive Board. If permission is granted to any Owner to erect a sign within the Unit, the Executive Board reserves the right to restrict the size, shape, color, lettering, height, material and location of the sign, or in the alternative, provide the Owner with a sign to be used for such purposes. No sign shall be nailed or otherwise attached to trees. Unit Owners may not erect any sign on a Unit or on any of the Common Elements.
- f. Obstruction Unit Owners or occupants may not obstruct the Common Elements in any way including, but not limited to, interfering with any storm water drainage. Owners or occupants may not store anything in or on the Common Elements without the prior written approval of the Executive Board.
- g. <u>Commercial Use</u>: Except as permitted in Section 15.01a., no commercial, industrial or professional activity as defined in the Township Zoning Code shall be pursued on or in any Unit at any time. If zoning regulations change to expand the scope of activities that Unit Owners may pursue lawfully within the Unit, a Unit Owner may apply to the Executive Board for approval to commence the permitted use of his Unit. Each application shall be considered by the Executive Board on an individual basis. Once the Executive Board has given its approval to a particular use of a Unit, it may not revoke the approval as long as the nature and scope of the approved use remains unchanged. No Unit Owner shall permit his Unit to be used or occupied for any prohibited purpose.

F:\Toll Brothers\Tabas\HOA Documents\Tabas - HOA Declaration 01.30107 (Final clean).doc 2/7/2007 3:43 PM



10728537 Page 32 0493 B-7081 P-2034

- h. Animals: Unit Owners shall not keep in any Unit animals, wildlife, livestock, reptiles or poultry of any kind, other than domesticated household birds and fish, house dogs or domesticated house cats, provided that in no event shall a Unit Owner or occupant of any Unit keep any more than a total of two (2) dogs or cats. Pets shall not be permitted to run loose or uncontrolled on their Unit and the Common Elements. Unit Owners shall immediately clean up any waste left by their pets any where on the Property. No dog houses shall be permitted. Electric underground fences shall not be permitted. If, in the opinion of the Executive Board, any pet becomes a source of unreasonable annoyance to others, or the owner of the pet fails or refuses to comply with these restrictions, the owner, upon written notice, may be required to remove the pet from the Community. Pets may not be left unattended or leashed in yards or garages or on porches, decks or patios. The Board may further regulate pets, under the Rules and Regulations, including but not limited to the number and type of pets.
- i. <u>Trash</u>: No portion of the Property shall be used or maintained as a dumping ground for rubbish, trash, new or used lumber or wood, metal scrap, garbage or other waste, except that such material may be kept on the Unit or in areas of the Property designated for this purpose by the Declarant (in connection with its construction) or by the Executive Board, provided that these materials are kept in sanitary containers in a clean and sanitary condition. Unit Owners shall place these containers for collection only in the designated areas and only on the day these refuse materials are to be collected. Empty containers shall be removed promptly after collection.
- j. <u>Firewood</u>: Unit Owners shall not store more than 1/2 cord of firewood on the Unit. All firewood shall be located in the rear of the Unit.
- k. Antenna: To the extent permitted by law, a DBS antenna, MDS antenna or transmission-only antenna may be erected on a Unit provided it is not greater than one (1) meter in diameter and prior approval of the Board of Directors is obtained. No television broadcast antenna of any size or masts of any size attached to any of the above-listed antennas may be erected. Qualified antennas must be erected on the rear of the Unit, unless such placement impedes reception in which event such antenna may be erected in another location on the Unit provided that it is screened by landscaping or other material where reasonable.
- l. <u>Vehicles</u>: No Unit Owner or occupant shall leave any non-operating vehicle, any vehicle not currently registered and licensed, any vehicle having an invalid and expired state motor vehicle inspection sticker parked anywhere on the Property except if entirely enclosed in the garage
- m Streets: Driveways, streets and other exterior parking areas on the Property shall be used by Owners, occupants and guests for four wheel passenger vehicles, two wheel motorized bicycles and standard bicycles only. No recreational vehicles, vans (other than non-commercial passenger vans), mobile homes, trailers, boats, or trucks which are (i) used for commercial purposes, (ii) contain commercial lettering or commercial equipment, or (iii) (other than sport utility vehicles) have a capacity in excess of one-half of a ton (whether or not

F:\Toll Brothers\Tabas\HOA Documents\Tabas - HOA Declaration 01.30207 (Final clean).doc 2/7/2007 3:43 PM



registered as a commercial vehicle with the State Department of Transportation), shall be permitted to be parked on the Property, except on a day-to-day temporary basis in connection with repairs, maintenance or construction work on the Unit or if entirely enclosed in a Unit Owner's garage. No motor vehicles including, but not limited to, mini-bikes, snowmobiles, golf carts and motorcycles, may be driven on the Property other than on streets and driveways by any Unit Owner, occupant or guest.

- n. Swimming Pools: No swimming pools or hot tubs shall be erected or installed on any Unit.
- o. <u>Accessory Buildings</u>: No tents, storage tanks or accessory buildings or structures shall be erected or permitted to remain on a Unit.
- p. Exterior Appearance: No Unit Owner shall alter the Common Elements or change the exterior appearance of the improvements or his Unit, including patios, decks and landscaping, without the prior written approval of the Executive Board and compliance with all applicable provisions of this Declaration, the Bylaws and any Rules and Regulations promulgated by the Executive Board. Unit Owners may install annual plantings without Executive Board approval provided the Unit Owner shall maintain these annual plants at their sole cost and expense, and said plantings are within the three (3°) of the unit boundaries around the perimeter of the Unit. The Executive Board may impose a Limited Common Expense assessment for the maintenance of any approved plantings that an Owner plants around his Unit, but fails to maintain. No Unit Owner may make any improvement to his Unit, notwithstanding the requisite written approval of the Executive Board, without first obtaining all approvals and permits required by the Township.
- q. <u>Clothes Line</u>: No clothes lines and no outdoor clothes drying or hanging shall be permitted.
- r. Swing Sets, Etc.: No swing sets, playhouses, basketball poles and backboards or other outdoor recreational equipment shall be permitted.
 - s. <u>Fences</u>: No fences of any kind shall be permitted.
- t. Speakers: No exterior loudspeakers other than as those contained in portable radios or television sets shall be permitted, nor shall unshielded flood lights be installed in any exterior area of any Unit or any balcony, patio, deck or terrace appurtenant thereto without the express written permission of the Board.
- u. Burning: No Unit Owner or occupant shall burn, chop or cut anything on, over or above the Common Elements.
- v. Air Conditioners: All Unit Owners shall be prohibited from installing, placing, constructing or otherwise using any window air conditioner, fans and the like in their Units.

F:\Toll Brothers\Tabas\HOA Documents\Tabas - HOA Declaration 01.30307 (Final clean).doc 2/7/2007 3:43 PM



- w. <u>Notice of Transfer</u>: In order to provide an orderly procedure in case of title transfers, and to assist in the maintenance of a current roster of Unit Owners, each Unit Owner shall give the Secretary of the Association timely notice of his intent to list his Unit for sale, and upon closing of title, shall forthwith notify such Secretary of the names and home addresses of the purchasers.
- x. <u>Increase of Insurance Risk</u>: Nothing shall be done or kept in any Unit or in or upon the Common Elements which will increase the rates of insurance of any Buildings or the contents thereof beyond the rates applicable for Units without the prior written consent of the Board. No Unit Owner shall permit anything to be done or kept in his Unit or in or upon the Common Elements which will result in the cancellation of insurance on any Building or by the contents thereof or which will be in violation of any law.
- y. <u>Nuisance</u>: No noxious or offensive activities shall be carried on, in or upon the Common Elements or in any Unit nor shall anything be done therein either willfully or negligently which may be or become an annoyance or nuisance to the other residents of the Community, or which results in a hazard on the Property. The Unit Owners and occupants thereof shall comply with all laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereover.
- z. Special Provisions Concerning Decks: Each unit will be constructed with a deck that is situated in the Open Space of the Community. Every deck attached to a Unit shall be a Limited Common Element for the benefit of the Unit to which it is attached. Each Unit owner shall be responsible for a deck attached to his or her Unit. However, no Unit Owner shall be authorized to alter a deck attached to his or her Unit in any manner that would increase the size or area of the deck beyond its original size, and shall be prohibited from seeking approval of the Township for the same. This restriction against alteration of a deck that would increase its size or area shall also be included as a deed restriction in the Deed conveying the Unit to the Unit Owner and shall be enforceable by the any member of the Association, the Association itself, or the Township.
- aa. <u>Draperies</u>: Draperies, blinds, curtains or other window coverings must be installed by each Unit Owner on all windows of his Unit and must be maintained in said windows at all times. No temporary window coverings shall be allowed for more than fourteen (14) consecutive days after purchase.
- bb. Work: No Unit Owner shall perform or permit to be performed any work to any portion of his Unit, which work may require access to, over or through the Common Facilities or other Units without the prior consent of the Board except in case of an emergency. All such work may only be performed by a Person who shall deliver to the Board prior to commencement of such work, in form satisfactory to the Board:

releases of the Board and the Association for all claims that such Person may assert in connection with such work;

F:\Toll Brothers\Tabas\HOA Documents\Tabas - HOA Declaration 01.30407 (Final clean).doc 2/7/2007 3:43 PM



- 2. indemnities of the Board and the Association, holding each and all of them harmless from and against any claims asserted for loss or damage to persons or property, including, but not limited to, Common Facilities or other Units;
- 3. certificates of insurance, including liability and workmen's compensation coverage, in amounts and with companies reasonably acceptable to the Board; and
- 4. all other information and protections which the Board may reasonably require.

The provisions of this Article are intended to restrict certain uses that may be harmful or affect the ambience or aesthetic appeal of the Community to be constructed by Declarant. The restrictions are not intended to prohibit Declarant from performing such work as may be necessary in the completion of the work in the Community. The restrictions of this Article shall therefore not be binding upon Declarant in the performance of any of the work required in order to complete construction of the Community.

Article XVI Special Declarant Rights

Section 16.01. Reservation of Special Declarant Rights. Declarant hereby reserves for itself, and any successor Declarant, the following rights:

- a. The right to maintain and relocate, from time to time, one (1) or more (but not more than five (5)) construction and/or sales offices within the Community (without limitation as to size or location);
- b. The right to maintain signs on Units owned by the Declarant and on the Common Elements advertising Units owned by the Declarant for sale or lease, and such other signs, including directional signs, as the Declarant may desire to place on its Units or on the Common Elements in connection with the marketing and/or sale of Units and the construction of Units and other improvements on the Community;
- The right to maintain, locate and relocate offices and models used in connection with the management of and sale or rental of Units owned by the Declarant on the Declarant's Units;
- d. The right to complete all Common Elements and Units planned or contemplated for construction within the Community;
- e. The right to relocate boundaries between Units owned by the Declarant, and the right to relocate the boundaries between Units and Common Elements, together with the right to

F:\Toll Brothers\Tabas\HOA Documents\Tabas - HOA Declaration 01.30507 (Final clean).doc 2/7/2007 3:43 PM

RILE: RIPER 02/12/2007 03 35P

10728537 Page 36 of 93 B-7081 P-2034 prepare, execute and record such amendments to this Declaration and the Plats and Plans as may be necessary to show the altered boundaries, to the fullest extent permitted by the Act;

- f. The right to appoint, remove and replace officers and Directors of the Association during the Declarant Control Period, to the fullest extent permitted hereunder and by the Act;
- g. The right to create Units, Limited Common Elements or both within the Convertible Real Estate as set forth in this Declaration;
- h. The right to transfer, in the manner set forth in the Act, any or all of the Special Declarant Rights reserved unto the Declarant herein; and
- i. The right to perform any and all acts Declarant deems necessary, in its sole and absolute discretion, to complete the construction and development of the Community and to market and sell the Units contained therein to potential purchasers and other third parties, subject to the restrictions contained in this Declaration.

Section 16.02. Declarant's Rights as to Convertible Real Estate. Declarant shall have the right to add Units and Limited Common Elements as provided in Article VIII above.

Section 16.03. Models; Sales Offices, Etc. While Declarant owns any Units, Declarant shall be entitled to maintain one (1) or more model homes, sales offices and construction offices (including mobile offices) and to maintain on or about the Common Elements such construction equipment, vehicles, lumber and building materials as are necessary from time to time in connection with the development of the Community and the construction of Units and Common Elements.

Section 16.04. Changes in Style, Etc. Declarant reserves the right to change, from time to time, the style, models, configuration, elevation and other features of the Units and Buildings that the Declarant reserves the right to build on the Community.

Section 16.05. Declarant's Right to Contribute to the Revenues of the Association. Declarant shall have the right, in its sole discretion and from time to time, to contribute to the revenues of the Association. At the option of the Declarant, such contribution may be reflected on the books and records of the Association as a loan, in which event it shall be repaid by the Association to the Declarant, at the discretion of the Declarant. If treated as a loan, the contribution shall accrue interest, compounded monthly, from the date it is made until the date of its repayment, at the short term Applicable Federal Rate ("AFR"), as published by the Internal Revenue Service, and adjusted each month to reflect the AFR for such month.

Section 16.06. Prohibited Actions. Despite any assumption of control of the Board by owners other than the Declarant, until the Declarant has sold every home in the development, the Board is prohibited from taking any action which would discriminate against the Declarant, or which would be detrimental to the sale or leasing of homes owned by the Declarant, in the Declarant's sole discretion. The Board will be required to continue the same level and quality of

F:\Toll Brothers\Tabas\HOA Documents\Tabas - HOA Declaration 01.3007 (Final clean).doc 2/7/2007 3:43 PM



10728537
Page 37 of 63
B-7081 P-2034

maintenance, operations and services as that provided immediately prior to the assumption of control of the Association by owners other than the Declarant until the Declarant sells the last home owned by it in the ordinary course of business.

Article XVII Compliance and Default

Section 17.01. Compliance and Default.

- a. Each Unit Owner shall be governed by and shall comply strictly with the terms, covenants, conditions and restrictions of the Act, this Declaration, the Bylaws and the Rules and Regulations adopted pursuant thereto, and the same as they may be amended from time to time.
- b. The Executive Board shall have the power to adopt, amend and enforce compliance with such reasonable Rules and Regulations relative to the operation, use and occupancy of the Units and the Common Elements consistent with the provisions of this Declaration and the Act, including, but not limited to such enforcement procedures and penalties for violations as the Executive Board shall deem appropriate. Any Rules and Regulations shall be adopted or amended, from time to time, by means of appropriate resolutions duly approved by the Executive Board in accordance with the Bylaws. A copy of Rules and Regulations and copies of any amendments thereto shall be delivered or mailed to each Unit Owner or occupant of a Unit promptly after the adoption thereof and shall become binding upon all Unit Owners, their successors in title and assigns, and occupants.
- c. Failure of the Unit Owner to comply with any provisions of the Act, this Declaration or any Rules and Regulations shall entitle the Association or Unit Owners to the remedies provided in this Declaration and the Act, and also to the following relief, none of which remedies shall be exclusive of any other remedies:
- Bylaws and the rules and regulations adopted pursuant thereto, and the same as they may be amended from time to time, shall entitle the Association or any aggrieved Unit Owner to sue for the recovery of damages or for injunctive relief, or both. Such relief shall not be exclusive of other remedies provided by law
- Costs and Attorneys' Fees: In any proceeding arising because of an alleged failure of a Unit Owner to comply with the terms of the Act, the Declaration, the Bylaws and the rules and regulations adopted pursuant thereto, and the same as they may be amended from time to time, the substantially prevailing party shall be entitled to recover the costs of the proceeding and reasonable attorneys' fees; provided, however, that no attorneys' fees may be recovered against the Executive Board in any such action unless the court shall first expressly find that the Executive Board acted in bad faith.

F:\Toll Brothers\Tabas\HOA Documents\Tabas - HOA Declaration 01.30707 (Final clean).doc 2/7/2007 3:43 PM

91_EY RIPER 52/12/2007 03:36P

10728537
Page 38 of 87
B-7081 P-2034

The failure of the Declarant, or the Executive Board, or any Unit Owner to d. enforce any covenant, restriction or other provision of the Act, this Declaration, the Bylaws or the rules and regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

Section 17.02. Hearing Procedure. No Unit Owner shall have the right to object, challenge, commence any suit at law or in equity or take any other action under any act, power or authority now in force or hereafter to be enacted except after following such procedures as are established by the Executive Board by Rule or Regulation consistent with the provisions of this Section. The Executive Board, or a committee as may be appointed by the Executive Board, shall hear claims from Owners of alleged violations of the Declaration, Bylaws and rules and regulations (other than violations with respect to Assessment obligations) of the Association. The Executive Board or such committee shall hold a hearing on any such claim within thirty (30) days after the receipt by the Executive Board of a formal written notice of a claim from a Unit Owner. A decision shall be issued in writing by the Executive Board within ten (19) days after the conclusion of the hearing. The Executive Board shall have the right to establish various rules and procedures governing the operation and administration of the hearing process and the enforcement of the Declaration, Bylaws and Rules and Regulations. Unless the internal remedies provided by this Section and Rules and Regulations as may be promulgated by the Executive Board shall be expressly waived by the Association, or the Association fails or refuses to act, no action at law or in equity shall be commenced by any Unit Owner until such internal remedy is pursued to exhaustion. Any action by a Unit Owner against any other Unit Owner arising out of any term, covenant or condition contained in this Declaration, the Bylaws or any Rule or Regulation made pursuant thereto shall be subject to the same procedures. In hearings before the Executive Board or the committee designated by the Executive Board, all parties shall be entitled to be represented by counsel.

Article XVIII Indemnification of Officers, Executive Board and Committee Members

Section 18.01. Indemnification of Officers, Executive Board and Committee Members. The Association shall indemnify every Executive Board member, officer and committee member, his heirs, executors and administrators, against all loss, costs and expenses, including attorneys' fees, reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been an Executive Board member, officer or a committee member, except as to matters as to which he shall be finally adjudged in such action, suit or proceeding to be liable for gross negligence or willful misconduct. In the event of a settlement, indemnification shall be provided only in connection with such matter covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of gross negligence or willful misconduct in the performance of his duty as such Executive Board member, officer or committee member in relation to the matter involved. The foregoing rights shall not be exclusive of other rights to which such Executive Board member, officer or committee member may be entitled. All liability, loss, damage, cost and expense incurred or suffered by the Association by reason or arising out of or in connection with

F:\Toll Brothers\Tabas\HOA Documents\Tabas - HOA Declaration 01.3007 (Final clean).doc 2/7/2007 3:43 PM



10728537 B-7081 P-2034

the foregoing indemnification provisions shall be treated by the Association as Common Expenses; provided, however, that nothing contained in this Article shall be deemed to obligate the Association to indemnify any member, who is or has been an Executive Board member, officer or a committee member of the Association with respect to any duties or obligations assumed or liabilities incurred by him under and by virtue of his membership in the Association.

Article XIX Amendments

Section 19.01. Generally. Subject to the other provisions of this Declaration and the Act relative to amendment, this Declaration may be amended in the following manner:

- a. <u>Before Any Conveyances</u>: Prior to the transfer of any Unit by the Declarant to a Unit Owner, the Declarant may amend this Declaration in any legal fashion as the Declarant may deem appropriate. After such first transfer of title, the terms of the following subsections shall apply; provided, however, that any other provisions of this Declaration setting forth other conditions of amendment shall take precedence.
- b. <u>Notice</u>: Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting of the Executive Board in which a proposed amendment is considered, and shall be served upon all Unit Owners in the manner hereinafter provided for service of notices.
- c. Resolution: An amendment may be proposed by either the Executive Board or twenty percent (20%) of the Unit Owners. No resolution of the Executive Board adopting a proposed amendment shall be effective unless it has been adopted by the affirmative vote of at least sixty-seven percent (67%) of the Unit Owners.
- d. Agreement: In the alternative, an amendment may be made by an agreement signed and acknowledged by at least sixty-seven percent (67%) of the Unit Owners in the manner required for the execution of a deed, and such amendment shall be effective when recorded.
- e. Proviso Regarding Amendments: Notwithstanding any of the other provisions of this Section 20.01, except as otherwise permitted by the Act and provided in this Declaration (particularly with respect to Convertible Real Estate), no amendment may increase the number of Units or change the boundaries of any Unit, Common Expense Percentage or voting strength in the Association allocated to a Unit, or the uses to which any Unit is restricted without the unanimous consent of the Unit Owners and the consent of the Eligible Mortgagees to which at least two thirds of the votes in the Association are allocated. No amendment of this Declaration or any action taken by the Association or its Executive Board, shall be made or taken which, in any way would affect any of the rights, privileges, powers and options of the Declarant, its successors or assigns unless the Declarant, or its successors or assigns shall join in the execution of such amendment or consent, in writing, to the action of the Association or Executive Board. No amendment of this Declaration or any action taken by the Association or its Executive Board.

F:\Toll Brothers\Tabas\HOA Documents\Tabas - HOA Declaration 01.3007 (Final clean).doc 2/7/2007 3:43 PM



10728537 B-7081 P-2034

PILEY PIPER

shall be made or taken which, in any way would affect any of the rights, privileges, powers and options of the Township unless the Board of Supervisors of the Township shall join in the execution of such amendment or consent, in writing, to the action of the Association or Executive Board.

- f. <u>Execution and Recording</u>: A copy of each amendment shall be attached to or included with a certificate, certifying that the amendment was duly adopted, which certificate shall be executed and acknowledged by the officers of the Executive Board with the formalities of a deed. The amendment shall be effective when such certificate and copy of the amendment are Recorded.
- g. <u>Correcting Errors</u>: If any amendment to this Declaration or the Bylaws is necessary in the judgment of the Executive Board to change, correct or supplement anything appearing or failing to appear therein which is incorrect, defective or inconsistent with anything in either this Declaration, the Bylaws or the Act, or if such amendment is necessary to conform to the requirements of FNMA, FHLMC, or the requirements of the municipality in which the Community is located, the Executive Board may, at any time and from time to time effect an appropriate corrective amendment without the approval of the Unit Owners or the holders of any liens on all or part of the Property, upon receipt by the Executive Board of an opinion from independent counsel to the effect that the proposed amendment is permitted by the terms of this paragraph and by the Act.

Article XX Termination

Section 20.01. Statute. The Community may be terminated as provided by Section 5220 of the Act.

Section 20.02. Destruction. In the event it is determined in the manner provided in the Act and the Bylaws that any Common Element shall not be reconstructed after casualty, the Community will be thereby terminated as to such Common Element. The determination not to reconstruct after casualty shall be evidenced by a certificate of the Executive Board executed by the President and Secretary or Treasurer certifying as to the facts effecting the termination, which certificate shall become effective upon being recorded.

Section 20.03. By Agreement. The Community may be terminated at any time by an agreement, in writing, in the form of a Deed of Revocation, executed by eighty percent (80%) of the Unit Owners. Such Deed of Revocation shall become effective upon being Recorded.

Section 20.04. General Provisions. Upon termination of the Community, each Unit Owner shall thereby become a tenant-in-common of the Property as provided in Section 5220 of the Act, and the mortgagee and lienor of a former Unit Owner shall have a mortgage and lien solely and exclusively upon the respective interest of such tenant in common in the Property after the termination.

F:\Toll Brothers\Tabas\HOA Documents\Tabas - HOA Declaration 01.3007 (Final clean).doc 2/7/2007 3:43 PM



Article XXI Notice

Section 21.01. Notice. All notices required to be served upon Unit Owners pursuant to the Act, this Declaration or the Bylaws shall be sufficient if delivered to the Unit or mailed to the Unit Owner at the Unit mailing address by regular mail. The effective date of a notice shall be the date of delivery to the Unit in the case of actual delivery and a date five (5) days after deposit in the mail in the case of notice sent by mail.

Article XXII Rights of Eligible Mortgagees

Section 22.01. Notice of Certain Events and Actions. Each Eligible Mortgagee shall have the right to timely written notice from the Association of:

- a. Any condemnation or casualty loss that affects either a material part of the Community or the Unit secured by a mortgage held by such Eligible Mortgagee;
- b. Any delinquency of more than sixty (60) days and the payment of assessments or charges owed by the Unit Owner of a Unit on which it holds an Eligible Mortgage;
- c. A lapse, cancellation or material modification of any insurance policy maintained by the Association; and
- d. A proposed action that requires the consent of Eligible Mortgagees or a specified percentage thereof pursuant to the By-laws or this Declaration.
- Section 22.02. Financial Statements. Any Eligible Mortgagee who submits a written request to receive financial statements of the Association shall have the right to receive copies of such financial statements from the Association, which shall comply with the requirements therefore set forth in the By-laws.

Section 22.03. Approval of Amendments by Eligible Mortgagees.

- a. Material amendments to the this Declaration or the By-laws shall require the approval (or deemed approval) of fifty-one percent (51%) of Eligible Mortgagees.
- b. For purposes of Section 22.03.a. above, a "material amendment" shall mean an amendment to this Declaration or the By-laws that would (i) change the manner in which votes are allocated among the Units; (ii) increase assessments above previous assessments by more than twenty-five percent (25%), or change the priority of liens for assessments; (iii) reduce any required reserves for maintenance, repair or replacement of the Common Elements; (iv) change the responsibility for maintenance and repairs; (v) reallocate interests in Common Elements or the rights to their use; (vi) a change in the description of Unit boundaries; (vii) converting Units into Common Elements, or vice versa (except for rights reserved to the Declarant with respect to

F:\Toll Brothers\Tabas\HOA Documents\Tabas - HOA Declaration 01.30107 (Final clean).doc 2/7/2007 3:43 PM



02/12/2007 03 35F

10728537 B-7081 P-2034 the Convertible Real Estate); (viii) expand or contract the Community or add to or withdraw Real Estate to or from the Community; (ix) change the requirements for insurance maintained by the Association; (x) impose any additional restrictions on leasing of Units; (xi) impose any restrictions on a Unit Owner's right to sell, transfer or encumber his or her Unit; (xii) change any provision expressly benefiting Eligible Mortgagees.

Section 22.04. Eligible Mortgagee's Approval of Certain Decisions. The following decisions, except for 23.04.e., of the Board of Directors and/or the Unit Owners shall be subject to the approval of fifty-one percent (51%) of the Eligible Mortgagees:

- a. Any decision to increase assessments above previous assessments by more than twenty-five percent (25%);
- b. A decision by the Association to establish self-management if professional management was previously required by the Community Documents or Eligible Mortgagees;
- c. A decision to restore or repair the Units of the Common Elements after damage or partial condemnation in a manner other than that specified in the Community Documents; and
- d. A decision to terminate the legal status of the Community after substantial destruction or condemnation occurs.
- e. A decision to terminate the Community for reasons other than substantial destruction or condemnation, shall require the approval of sixty-seven percent (67%) of the Eligible Mortgagees.

Section 22.05. Deemed Approval. Any Eligible Mortgagee to whom notice of any proposed amendment or decision is required as described in Sections 22.03 and 22.04 above shall be deemed to have approved such amendment or action if notice thereof has been given to the Eligible Mortgagee at the address set forth in the last notice received from the Eligible Mortgagee, by certified or registered mail, return receipt requested, and such Eligible Mortgagee fails to respond within forty-five (45) days after its receipt of such notice as indicated on the return receipt.

Section 22.06. Limitation on Approval Rights. Nothing herein shall be construed to create any right of approval or disapproval on the part of Eligible Mortgagees as a condition of Declarant's exercise of any Special Declarant Rights expressly reserved by the Declarant in the Declaration including, but not limited to, the right to create Units and/or Limited Common Elements within the Convertible Real Estate, all of which rights may be exercised by the Declarant without giving notice to or receiving the approval of Eligible Mortgagees.

F:\Toll Brothers\Tabas\HOA Documents\Tabas - HOA Declaration 01.30207 (Final clean).doc 2/7/2007 3:43 PM



10728537 Page 43 of 83 B-7081 P-2034

Article XXIII Miscellaneous Provisions

Section 23.01. Severability. If any provisions of this Declaration are determined to be invalid, that determination shall not affect the validity or effect of the remaining provisions hereof or the Bylaws or any rules and regulations, all of which shall continue in effect as if such invalid provisions had not been included herein.

Section 23.02. Exhibits. All exhibits attached hereto are deemed incorporated herein and made a part hereof

Section 23.03. Headings. The headings herein are for reference purposes only and shall not affect the meaning or interpretation of this Declaration.

Section 23.04. Effective Date. This Declaration shall become effective when it has been duly entered of record.

Section 23.05. Binding. This Declaration shall inure to the benefit of and shall be binding upon the Declarant's successors or assigns.

Section 23.06. Covenants, Restrictions and Easements Running with the Land. This Declaration, and all covenants, restrictions and easements set forth herein, shall constitute covenants, restrictions and easements running with the Property, in perpetuity, whether or not any deed conveying a Unit shall expressly refer to this Declaration, and all such covenants, restrictions and easements, shall, except as otherwise expressly provided herein, be binding and benefit the Declarant, all Unit Owners, and their respective heirs, executors, administrators, successors and assigns.

Section 23.07. Noise Disclaimer. Each Unit Owner, by acceptance of a deed to his or her Unit, acknowledges and agrees that sound transmission during construction, maintenance or repair, is very difficult to control, and that noises from adjoining or nearby Units or mechanical equipment, can often be heard in another Unit. The Declarant does not make, and specifically disclaims, any representation or warranty as to the level of sound transmission between and among the Units and other portions of the Property. By acceptance of a deed, each Unit Owner will be deemed to have expressly released Declarant from any loss, claim, liability or damage now or hereafter arising from or related to noise in the Community.

Section 23.08. Construction Inconveniences. Each Unit Owner, by acceptance of a deed to his or her Unit, acknowledges and agrees that during a period of construction within the Community, if the construction of the Unit is completed prior to the completion of the construction of other Units in the Community, there may be certain inconveniences to the Unit Owner until all construction within the Community is complete. Inconveniences may include noise dust, odors and debris associated with construction, interference with access and temporary interruptions of utility services. In acceptance of a deed to his or her Unit, each Unit

F:\Toll Brothers\Tabas\HOA Documents\Tabas - HOA Declaration 01.30307 (Final clean).doc 2/7/2007 3:43 PM



Owner acknowledges and agrees that the Declarant shall have no liability or responsibility for any such inconvenience.

Section 23.09. Light, Air and View. No Unit Owner shall have an easement for light, air or view over the Unit of another Unit Owner and no diminution of light, air or view by any Building or improvement now existing or hereafter erected shall entitle the Unit Owner or any other person to claim any easement for light, air or view within the Community. /

Section 23.10. Administration. The administration of the Common Elements by the Association shall be in accordance with the provisions of Pennsylvania law and the Bylaws/ Rules and Regulations and this Declaration, and of any other agreements, documents, amendments or supplements to the foregoing which may be duly adopted or subsequently required by any institutional lender designated by the Declarant or by any governmental or quasigovernmental agency having regulatory jurisdiction over the Common Elements or by any title insurance company selected by Declarant to insure title to any portion of the Common Elements.

Section 23.11. Declarant's Power of Attorney. The Declarant hereby reserves for itself, its successors and assigns, the right to execute on behalf of all contract purchasers, Members, mortgagees, other lienholders or other parties claiming a legal or equitable interest in the Common Elements, any governmental or quasi-governmental agency, or title insurance company designated by the Declarant to insure title to any portion of the Common Elements.

Section 23.12. Appointment. By acceptance of a deed to any Unit or by the acceptance of any other legal or equitable interest in the Common Elements, each and every such contract purchaser, Member, mortgagee, or other lienholder, or any party having a legal or equitable interest in the Common Elements does automatically and irrevocably name, constitute, appoint and confirm Declarant, its successors and assigns, as attorney-in-fact for the purpose of executing such amended Declaration(s) and other instrument(s) necessary to effect the foregoing, subject to the limitations set forth/herein.

Duration. The power of attorney aforesaid is expressly declared and acknowledged to be coupled with an interest in the subject matter hereof and the same shall run with the title to any and all Units and be binding upon the heirs, personal representatives, successors and assigns, of any of the foregoing parties. Further, said power of attorney shall not be affected by the death or disability of any principal and is intended to deliver all right, title and interest of the principal in and to said powers. Said power of attorney shall be vested in the Declarant, its successors and assigns, for a period of twenty-five (25) years from the date the first Unit is conveyed to an individual purchaser, or until it conveys title to the last Unit within the Community, whichever occurs first. Thereafter, said power of attorney shall automatically vest in the Association and may be exercised by the Board.

F:\To\\ Brothers\Tabas\HOA Documents\Tabas - HOA Declaration 01.30407 (Final clean).doc 2/7/2007 3\43 PM



10728537

Article XXIV Provisions Benefiting Township

Section 24.01. Township's Right to Enforce. The Township shall be a third party beneficiary of the provisions of this Declaration requiring the Association to maintain the Common Elements. The Township shall have the right (but not the obligation) to compel the maintenance of the Common Elements in the event that the Association fails to do so, provided that the Township shall give notice to the Association of such failure and provide the Association with a reasonable opportunity to cure such failure, and shall have all rights provided in the Township's ordinances. The Association shall have thirty (30) days from receipt of such notice to cure the existing default. However, if the default is of such a nature that it may require longer than thirty (30) days to cure, and the Association begins to cure the default within the thirty (30) days and thereafter diligently proceeds to cure the default, then at the option of the Township, the time period shall be extended for the time reasonably necessary to cure the default. In the event of any emergency that may require immediate action for the public good, the Township will seek to give Association at least twenty-four (24) hours prior notice, but if the situation requires immediate action, then the notice and cure periods shall be waived and the parties shall take such action as my be necessary to address the emergency situation. The cost of such maintenance and enforcement proceedings by the Township, together with interest, penalties, costs and attorney's fees, and reasonable administrative fees, shall be paid to the Township from funds under the control of the Association, to the extent that such payment is not inconsistent with any provision of the Act. In the event the Association fails to reimburse the Township within thirty (30) calendar days of receipt of a written bill for such assessment, or if funds available to the Association are insufficient to fully reimburse the Township, the Township shall have the right, after first providing written notice to the Association and the Unit Owners, to assess Unit Owners directly for their proportionate share of such cost of correcting the deficiency. Such assessment shall be a lien on such Units from the time such lien may be filed by the Township. Where a lien is placed by the Township against Units because of the failure of the Declarant, the Association or any successor organization to maintain the Common Elements in reasonable order and condition as provided herein, the Township shall, upon conveyance of a Unit, or securing any home equity loan by any Unit Owner, release its lien as to the affected Unit upon payment of the amount due which was ratably assessed to that Unit, based upon the applicable Common Expense liability allocated to that Unit. This provision shall not be amended without the prior express written consent of the Township. The Township shall provide thirty (30) days written notice to the Association or any Lot Owner of the Township's intention to file a lien pursuant this Section 23.01. No action by the Township shall be deemed in any way to (i) relieve the Association from the performance of its obligations under this Declaration, (ii) obligate the Township to perform such service on a regular basis, or (iii) be deemed an acceptance by the Township of any such improvements.

Section 24.02. Blanket Easement. The Declarant hereby grants unto the Township, its successors and assigns, a perpetual, non-exclusive easement over the Property, for the purposes of inspecting, maintaining, servicing, repairing and replacing any of the Common Elements, including without limitation the Stormwater Management Facilities, as are reasonably necessary to enable the Township to exercise its rights pursuant to this Article XXIII. The easement shall

F:\Toll Brothers\Tabas\HOA Documents\Tabas - HOA Declaration 01.30507 (Final clean).doc 2/7/2007 3:43 PM



10728537 Page 45 of 83 B-7081 P-2034 apply to any Storm Water Management Facilities or other Common Elements or related facilities that are located, and all necessary access thereto, wherever situated on the Property. Nothing herein shall be construed to obligate the Township to perform any maintenance obligations on behalf of the Association.

Section 24.03. Maintenance of Fire Hydrants. The Association shall pay the Township all charges imposed by the public water provider for the cost of providing fire hydrants on the Property. Upon receipt of an invoice from the public water provider, the Township shall send a bill by first class mail to the Association. In the event the Association fails to reimburse the Township within thirty (30) calendar days of receipt of a written bill for such fire hydrant costs, or if funds from the Association are insufficient to fully reimburse the Township, the Township shall have the right, after first providing written notice to the Association and the Unit Owners, to assess the Unit Owners directly for their proportionate share of such cost of deficiency. Such assessment shall be assessed ratably against the Unit Owners and shall become a lien on such Units from the time such lien may be filed by the Township against the Unit, as aforesaid, the Township shall, upon conveyance of a Unit, or upon the securing of any home equity or other mortgage loan by any Unit Owner, release its lien as to/the affected Unit upon payment of the amount due which was ratably assessed to that Unit. The Township shall provide thirty (30) days written notice to the Association or any Unit Owner of the Township's intention to file a lien pursuant to this Section 23.03. No action by the Township shall be deemed any way to relieve the Association from its obligation to pay such fire hydrant fees. This provision shall not be amended without the written consent of the Township.

Section 24.04 Landscaping Restrictive Covenant. The Community shall be bound by the terms and conditions of the Landscaping Restrictive Covenant as entered into between the Declarant and the Township. In the Community, the restrictions and covenants of this agreement are set forth in the document at Exhibit "G", attached hereto and as may be amended from time to time, but only with the written consent of the Township.

Section 24.05 Stormwater Management Facilities Maintenance Agreement. The Community shall be bound by the terms and conditions of the Stormwater Management Facilities Maintenance Agreement as entered into between the Declarant and the Township and recorded in the Chester County Recorder of Deeds Office. In the Community, the terms and conditions of this agreement are set forth in the document at Exhibit "H", attached hereto and as may be amended from time to time, but only with the written consent of the Township.

F:\Toll Brothers\Tabas\HOA Documents\Tabas - HOA Declaration 01.3007 (Final clean).doc 2/7/2007 3:43 PM



IN WITNESS WHEREOF, the Declarant, has set its hand and seal the day and year first written above.

Toll PA XIII, LP,

a Pennsylvania limited partnership

its general partner:

By:

, President

, Secretary

F:\Tell Brothers\Tabas\HOA Documents\Tabas - HOA Declaration 01.30707 (Final clean).doc 2/7/2007 3:43 PM







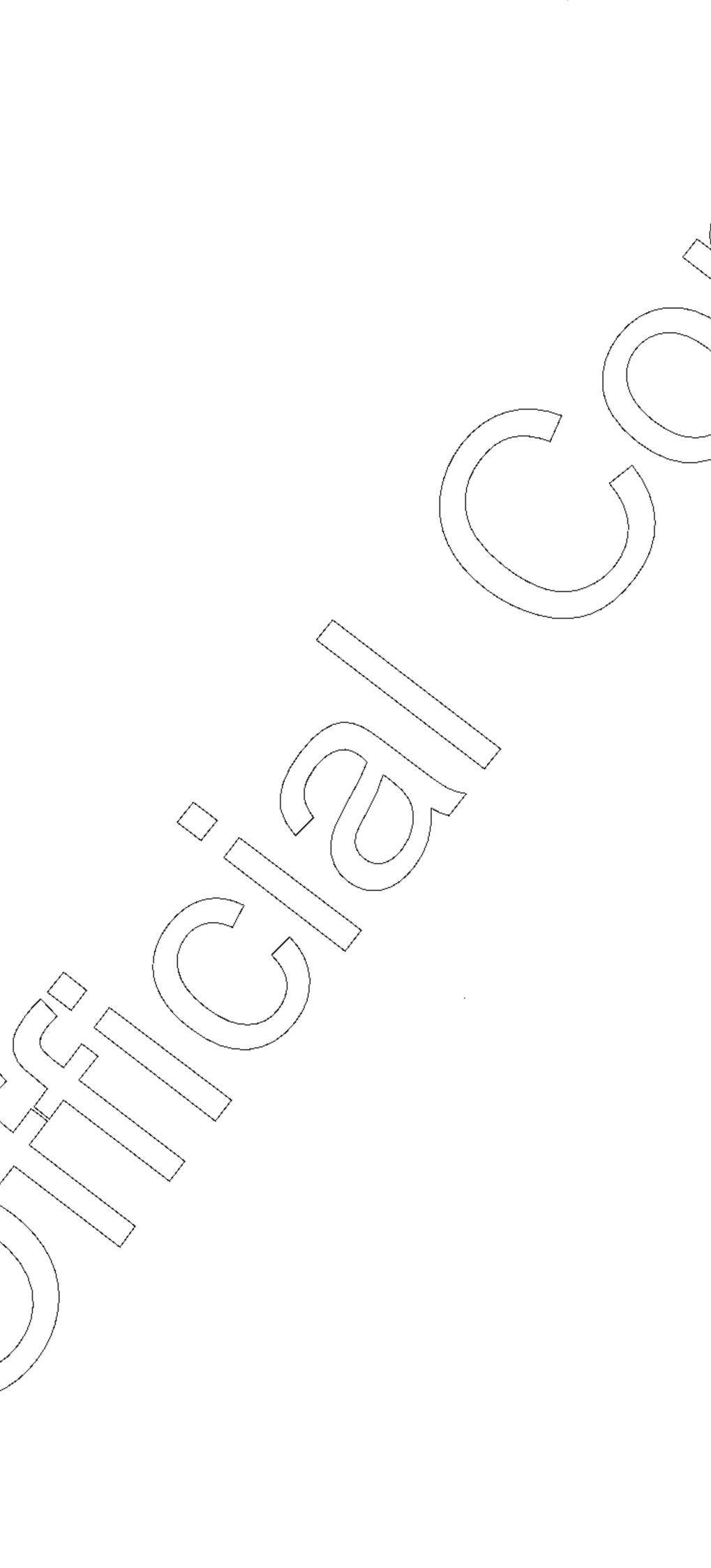
10728537
Page 48 of 83
B-7081 P-2034

		NNSYLVANIA	:			
COUNTY OF	Chertes	Court	ss. :			
Be it Re Notary Public , who acknowle a Pennsylvania limited partner	emembered, the in and for the dged himself to corporation, as ship, and that iment for the properties of the properties	t on this	n and Count Cesident of l partner of cer, being au	y aforesaid, policy pol	LP, a Pennsylvo so, executed	ared sania
			Notary Pu	\(\text{\tin}\exitt{\text{\tinit}\\ \text{\texi}\tittit{\text{\texicl{\text{\text{\texi}\text{\text{\texi}\text{\texit{\tex{\text{\text{\texi{\text{\texi{\texi{\texi{\texi{\texit{\texi{\ti		•
My Commissio	n expires:		MyG	Notarial Seal Susan Dries, Notary P wchlan Twp., Chester ommission Expires Oc Pennsylvania Associat	ublic County t. 17, 2009	•
F:\Tell Brothers\Tabas\ 2/7/2007 3:43 PM	HOA Documents\Taba	s - HOA Declaration 01.34	807 (Final clean).doo	2		

10728537
Page 49 of 63
P:LEY RIPER 02/12/2007 03.36P B-7081 P-2034

Exhibit "A"

Legal Description of the Property



F:\Toll Brothers\Tabas\HOA Documents\Tabas - HOA Declaration 01.3007 (Final clean).doc 2/7/2007 3 43 PM





Civil Engineering, Land Surveying and Land Planning Services
250 Gibraltar Road
Suite 2E
Horsham, PA 19044
215-914-2050
FAX 215-293-5489

July 11, 2006

DESCRIPTION OF PROPERTY PARCEL A WOODLEDGE AT WHITFORD HILLS

All that certain lot or parcel of land situated in the Township of West Whiteland, County of Chester, and Commonwealth of Pennsylvania, as shown on a plan entitled, "Final Subdivision Plan, Woodledge at Whitford Hills", sheet 1 of 1 (A.K.A. sheet 2 of 36), prepared by Eastern States Engineering, Inc., dated July 20, 2005, last revised July 11, 2006 and more particularly described as follows:

Beginning at a corner of Parcel A, a point on line of UPI 41-04-24, a concrete monument on the northerly side of the Ultimate R.O.W. of Lincoln Highway – U.S. Route # 30 (Variable Wide R.O.W.), and running;

- 1. Along said side, the following two (2) courses and distances, South 76 degrees 13 minutes 30 seconds West, a distance of 730.68 feet to a point of curve, a concrete monument; thence
- Passing along an arc of a circle curving to the right having a radius of 35.00 feet, an arc distance of 54.98 feet, a chord bearing of North 58 degrees 46 minutes 30 seconds West, a chord distance of 49.50 feet to a point tangency, a concrete monument on the easterly side of Woodledge Lane (50' Wide R.O.W.); thence
- 3. Along said side, the following four (4) courses and distances, North 13 degrees 46 minutes 30 seconds West, a distance of 89.84 feet to a concrete monument; thence
- 4. North 19 degrees 19 minutes 42 seconds West, a distance of 51.67 feet (passing over an iron pin) to a concrete monument; thence
- North 13 degrees 46 minutes 30 seconds West, a distance of 9.47 feet (passing over an iron pin) to a point of curve, a concrete monument; thence
- Passing along an arc of a circle curving to the right having a radius of 14.00 feet, an arc distance of 21.99 feet, a chord bearing of North 31 degrees 13 minutes 30 seconds East, a chord distance of 19.80 feet to a point of tangency, a concrete monument on the southerly side of Downing Court (50' Wide R.O.W.); thence
- 7. Along said side, the following four (4) courses and distances, North 76 degrees 13 minutes 30 seconds East, a distance of 41.55 feet to a point of curve, a concrete monument; thence
- Passing along an arc of a circle curving to the right having a radius of 125.00 feet, an arc distance of 41.47 feet, a chord bearing of North 85 degrees 43 minutes 42 seconds East, a chord distance of 41.28 feet to a point of tangency, a concrete monument; thence
- 9. South 84 degrees 46 minutes 07 seconds East, a distance of 73.64 feet to a point of curve, a concrete monument; thence
- 10. Passing along an arc of a circle curving to the left having a radius of 195.00 feet, an arc distance of 315.44 feet, a chord bearing of North 48 degrees 53 minutes 21 seconds East, a chord distance of 282.16 feet to a point of tangency, a concrete monument on the easterly side of Downing Court; thence



Regional Offices

Clinton, NJ ■ Detroit, MI ■ Lakewood, NJ ■ Armonk, NY ■ Dulles, VA ■ Columbia, MD ■ Round Hill, VA ■ Boothwyn, PA

Description of Property Parcel A Woodledge at Whitford Hills ly 11, 2006 Page 2 of 4

11. Along said side, the following three (3) courses and distances, North 02 degrees 32 minutes 49 seconds East, a distance of 50.00 feet to a point of curve, a concrete monument; thence

Passing along an arc of a circle curving to the left having a radius of 250.00 feet, an arc 12. distance of 160.42 feet, a chord bearing of North 15 degrees 50 minutes 09 seconds West, a chord distance of 157.68 feet (passing over two (2) iron pins) to a point of tangency, a concrete monument; thence

North 34 degrees 13 minutes 08 seconds West, a distance of 282.59 feet (passing over two (2) 13. iron pins) to a point of curve, a concrete monument at the beginning of a cul-de-sac bulb;

thence

Along said cul-de-sac bulb, passing along an arc of a circle curving to the left having a radius 14. of 61.00 feet, an arc distance of 278.09 feet, a chord bearing of South 1/5/degrees 10 minutes 48 seconds West, a chord distance of 92.63 feet to a point of reverse curve at the terminus of said cul-de-sac bulb, a concrete monument on the westerly side of Downing Court; thence

Along said side, the following five (5) courses and distances, passing along an arc of a circle curving to the right having a radius of 24.00 feet, an arc distance of 34.01 feet, a chord bearing of South 74 degrees 49 minutes 12 seconds East, a chord distance of 31.24 feet to a point of

tangency, a concrete monument; thence

South 34 degrees 13 minutes 08 seconds East, a distance of 198.59 feet (passing over two (2) 16.

iron pins) to a point of curve, a concrete monument; thence

Passing along an arc of a circle curving to the right having a radius of 200.00 feet, an arc distance of 128.34 feet, a chord bearing of South 15 degrees 50 minutes 09 seconds East, a chord distance of 126.15 feet to a point of tangency, a concrete monument; thence 18.

South 02 degrees 32 minutes 49 seconds West, a distance of 50.00 feet to a point of curve, a

concrete monument; thence

Passing along an arc of a circle curving to the right having a radius of 145.00 feet, an arc 19. distance of 234.56 feet, a chord bearing of South 48 degrees 53 minutes 21 seconds West, a chord distance of 209,817 feet to a point of tangency, a concrete monument on the northerly side of Downing Court; thence

Along said side, the following four (4) courses and distances, North 84 degrees 46 minutes 07 20. seconds West, a distance of 73.64 feet to a point of curve, a concrete monument; thence

Passing along an arc of a circle curving to the left having a radius of 175.00 feet, an arc 21. distance of 58.05 feet, a shord bearing of South 85 degrees 43 minutes 42 seconds West, a chord distance of 57.79 feet to a point of tangency, a concrete monument; thence 22.

South 76/dégrees 13 minutes 30 seconds West, a distance of 41.55 feet to a point of curve, a

concrete monument; thence

Passing along an arc of a circle curving to the right having a radius of 14.00 feet, an arc 23. distance of 21.99 feet, a chord bearing of North 58 degrees 46 minutes 30 seconds West, a chord distance of 19.80 feet to a concrete monument on the easterly side of Woodledge Lane (50' Wide R.O.W.); thence



10728537 B-7081 P-2034 Description of Property
Parcel A
Woodledge at Whitford Hills
July 11, 2006
Page 3 of 4

Along said side, the following two (2) courses and distances, North 13 degrees 46 minutes 30 seconds West, a distance of 128.51 feet to a point of curve, a concrete monument; thence

Passing along an arc of a circle curving to the right having a radius of 24.00 feet, an arc distance of 17.46 feet, a chord bearing of North 07 degrees 04 minutes 19 seconds East, a chord distance of 17.08 feet to a point of reverse curve at the beginning of a cul-de-sac bulb, a concrete monument; thence

Along said cul-de-sac bulb, passing along an arc of a circle curving to the left having a radius of 61.00 feet, an arc distance of 259.13 feet, a chord bearing of South 86 degrees 13 minutes 13 seconds West, a chord distance of 103.80 feet (passing over four (4) iron pins) to a common corner of Parcel A and Parcel B, a concrete monument; thence

Along a common line between Parcel A and Parcel B, the following three (3) courses and distances, South 54 degrees 31 minutes 19 seconds West, a distance of 163.77 feet to a concrete monument; thence

South 29 degrees 39 minutes 29 seconds East, a distance of 88.78 feet to a concrete monument; thence

North 76 degrees 13 minutes 30 seconds East, a distance of 174.01 feet to a common corner of Parcel A and Parcel B, a concrete monument on the westerly side of Woodledge Lane; thence

30. Along said side, the following four (4) courses and distances, South 13 degrees 46 minutes 30 seconds East, a distance of 104.00 feet to a concrete monument; thence

31. South 08 degrees 13 minutes 18 seconds East, a distance of 51.67 feet to a concrete monument; thence

32. South 13 degrees 46 minutes 30 seconds East, a distance of 89.84 feet to a point of curve, a concrete monument; thence

Passing along an arc of a circle curving to the right having a radius of 35.00 feet, an arc distance of 54.98 feet, a chord bearing of South 31 degrees 13 minutes 30 seconds West, a chord distance of 49.50 feet to a point of tangency, a concrete monument on the northerly side of the Ultimate R.O.W. of Lincoln Highway – U.S. Route # 30 (Variable Wide R.O.W.); thence

Along said side, South 76 degrees 13 minutes 30 seconds West, a distance of 112.29 feet to a corner of Parcel A, a point on line of UPI 41-04-21; thence

35. Along a common line between Parcel A and UPI 41-04-21, North 29 degrees 39 minutes 29 seconds West, a distance of 938.78 feet to a common corner of Parcel A and UPI 41-04-21, a concrete monument, thence

Continuing along a common line between Parcel A, UPI 41-04-21, UPI 41-04H-48, UPI 41-04H-29 and UPI 41-04H-30, North 64 degrees 11 minutes 31 seconds East, a distance of 945.27 feet to a common corner of Parcel A and UPI 41-04-24, a point on line of UPI 41-04H-30, a concrete monument; thence



Description of Property
Parcel A
Yoodledge at Whitford Hills
July 11, 2006
Page 4 of 4

37. Along a common line between Parcel A and UPI 41-04-24, South 29 degrees 17 minutes 29 seconds East, a distance of 1141.64 feet to the first mentioned point and place of beginning.

Containing 866,256 square feet or 19.886 acres of land.

Subject to a Proposed Traffic Signal Easement as shown on the above referenced plan.

Subject to seven (7) Proposed 20' Wide Storm Sewer Easements as shown on the above referenced plan.

Subject to a Proposed 30' Wide Emergency Access and Utility Easement as shown on the above referenced plan.

Subject to a Detention Basin Maintenance Easement as shown on the above referenced plan. Subject to two (2) 100' X 100' Sight Triangle Easement as shown on the above referenced plan. Subject to a 20' Wide Sanitary Sewer Easement as shown on the above referenced plan.

Subject to easements and restrictions of record, if any.

Description prepared by Eastern States Engineering, Inc., Horsham, Pa. 19044.



Z:\LEGAL\1987\Parcel A.doc



10728537
Page 54 of 85
B-7081 P-2034

Exhibit "B"

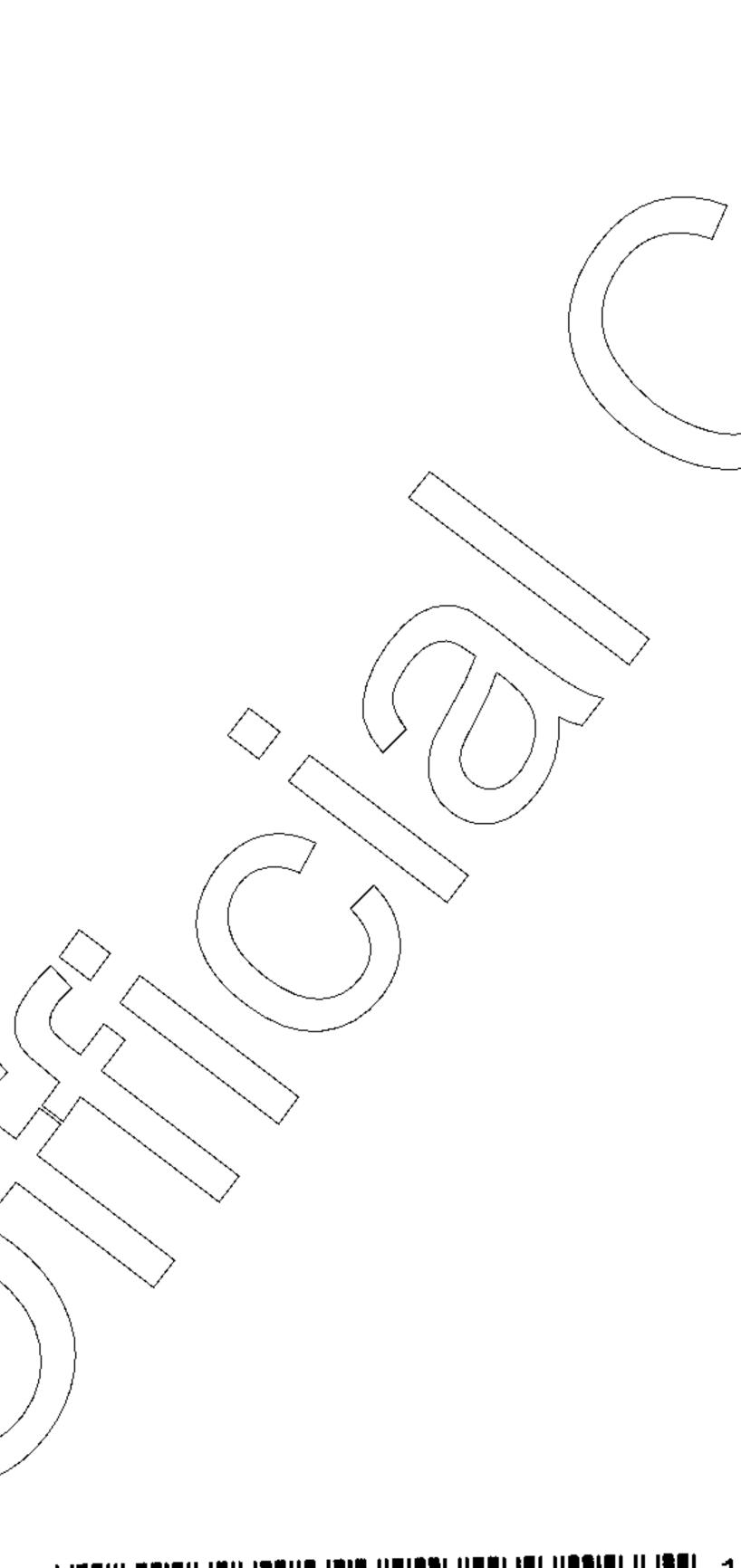


F:\Toll Brothers\Tabas\HOA Documents\Tabas - HOA Declaration.cleanoev 12.29.06 (clean).doc 2/7/2007 3:10 PM





Plans

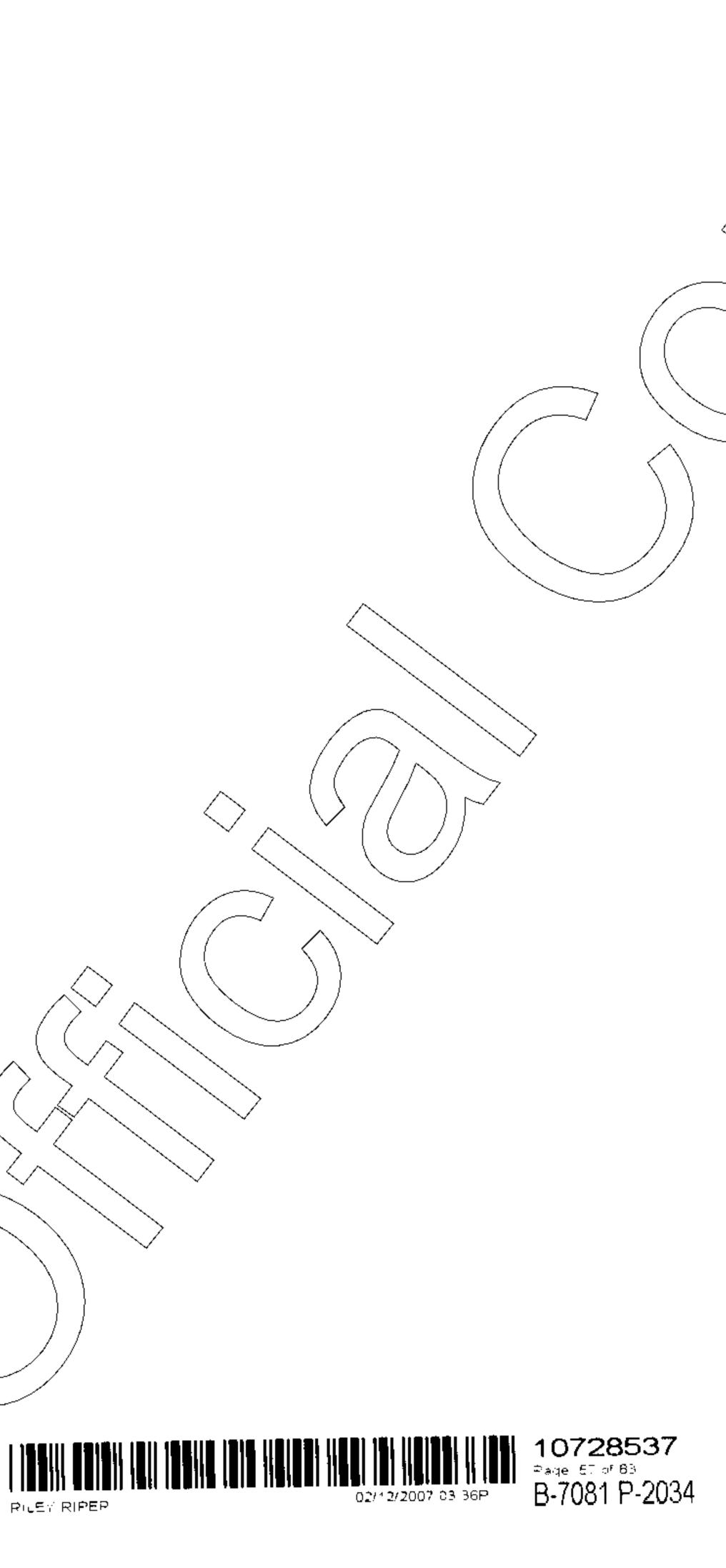


10728537
Page: 58 of 83
02/12/2007 03 36P
B-7081 P-2034

F:\Tol\Brothers\Tabas\HOA Documents\Tabas - HOA Declaration.clean@ev 12.29.06 (clean).doc 1/15/2007 9:36 AM

Exhibit "D"

Common and Limited Common Facilities



F:\Toll Brothers\Tabas\HOA Documents\Tabas - HOA Declaration 01.30207 (Final clean).doc 2/7/2007 3:43 PM

EXHIBIT D

LIMITED COMMON ELEMENTS

- 1. Walkways to Individual Units. The walkways serving individual Units will be Limited Common Facilities for the exclusive benefit of the Units benefited. The Association shall maintain, repair and replace these areas as necessary, and the costs thereof shall be Limited Common Expenses for the benefit of the affected Units. All such walkways MUST BE BUILT.
- 2. Driveways. The driveways serving individual Units will be Limited Common Facilities for the exclusive benefit of the Units benefited. The Association shall maintain, repair and replace these areas as necessary, and the costs thereof shall be Limited Common Expenses for the benefit of the affected Units. All such driveways MUST BE BUILT.
- 3. Roofs on Buildings. The roof and other structural elements of each building containing more than one Unit, including the structural support for same, all sheathing and underlayers, and all roof finishes, shall be Limited Common Facilities for the exclusive use and benefit of all Units in that building.
- 4. Gutters and Downspouts. All gutters and downspouts on the buildings shall be Limited Common Facilities.
- 5. Structural Elements and Exterior Façades. The structural elements and exterior facade of each building, including but not limited to shutters, front doors, and garage doors, shall be Limited Common Facilities for the exclusive use and benefit of the Units within that building.
- 6. Party Walls/Demising Walls. Party walls or demising walls shared by one or more Units shall be Limited Common Facilities for the exclusive use and benefit of those Units.
- 7. Doors and Windows. Doors and windows used exclusively by one or more Units shall be Limited Common Facilities for the exclusive use and benefit of those Units.

C:\Documents and Settings\Dave\Local Settings\Temporary Internet Files\Content.IE5\K1CHEBWL\Decelaration__Exhibit_D_(Limited_Com._Elem.)[1].doc
_12/25/2006 12:14 PM



10728537
Page 59 of 85
B-7081 P-2034

for storage or the installation or placement of permanent or semi-permanent items (such as, by way of example and not by way of limitation, in ground pools, above ground pools and storage sheds) and may not plant flower beds, or install landscaping items or other yard related items that shall interfere in any way with the Stormwater Management Facilities or intrude upon any Utility, Stormwater Management Facility or other right-of-way or easement. Each Unit Owner is expressly prohibited from installing a fence in or around their Rear Yard or placing a shrubbery border in or around their rear yard area. In the event two or more Rear Yards overlap, a proportional share of the overlapping area shall be assigned by the Architectural Control Committee to each Unit Owner subject to the overlap.

- 9. Sanitary Sewer Facilities. Certain sanitary sewer facilities (lateral lines connecting Units to the sewer main) will be owned and maintained by the Association. All such sanitary sewer facilities MUST BE BUILT.
- 10. Water Lines. Certain water facilities (lateral lines connecting Units to the water main) will be owned and maintained by the Association. All such water facilities MUST BE BUILT.
- 11. Flower Beds and Landscaped Areas. Unit Owners are not permitted to plant flower beds and landscaping items outside of their Rear Yard without the prior written approval of the Association. Any approved flower beds and landscaping items approved beyond the rear yard area shall then be considered Limited Common Facilities for the exclusive benefit of the Unit owned by the Unit Owner who installed the flower bed or landscaping item.

C:\Documents and Settings\Dave\Local Settings\Temporary Internet Files\Content.IE5\K1CHEBWL\Decelaration_-_Exhibit_D_(Limited_Com._Elem.)[1].doc 12/25/2006 12:14 PM

P.LEY P PER 02.12/2007 33.36P

10728537

B-7081 P-2034

EXHIBIT E

COMMON FACILITIES

- 1. Open Space. All of the land and premises within the Property, but excluding and excepting therefrom the Units and the Dedicated Improvements, shall be Common Facilities, and shall be owned and maintained by the Association. The Open Space includes parking areas, walking trails and Stormwater Management Facilities, as shown on the Plat and Plan.
- 2. Parking Areas. The paved parking areas, including the individual driveways adjoining the Units on the Property, shall be Common Facilities, to be maintained, repaired and replaced by the Association. The Association shall maintain the parking areas. The cost of maintaining, repairing and replacing the parking areas and driveways shall be considered a Common Expense to be borne by the Association. All such parking areas MUST BE BUILT.
- 3. Stormwater Management Facilities/Easements. All Stormwater Management Facilities shall be owned, maintained, improved, repaired, replaced, regulated, managed and controlled by the Association. The Association shall maintain the grass in and around the Stormwater Management Facilities located in the Open Space and shall keep the inlet structures and outlet structures free from all debris. The Association shall be responsible for repairing any Stormwater Management Facilities that are not functioning in accordance with their design and purpose. Absent the express approval of the Township (and the Declarant, for so long as Declarant owns at least one Unit in the Community), the Association and all Unit Owners (excepting Declarant) are expressly prohibited from erecting or causing or permitting the erection of any structure, or the installation of any invasive or obstructive plant material, or the change of the grade of the land within the Stormwater Management Facilities, or conducting any activity therein or thereon, which may interfere with the proper, safe and efficient functioning of the Stormwater Management Facilities. All such Stormwater Management Facilities MUST BE BUILT.
- 4. Utility Services. All installations for services designed and intended for common use (to the extent not dedicated to the Township or a Utility Service Provider), such as but not limited to Utilities that are located outside the boundaries of a Unit, as well as all items affixed or connected thereto, or designed and intended for common use.
- 5. Street Lights. All street lights located on the Property shall be Common Facilities. Either the Association or a utility service provider will own the street lights. The cost of maintaining, operating, repairing and replacing the street lights (including paying for the electricity to operate them) shall be considered a Common Expense to be borne by the Association. All such street lights MUST BE BUILT.

C:\Documents and Settings\Dave\Local Settings\Temporary Internet Files\Content.IE5\6PWFU565\Declaration_
Exhibit_F_(Common_Facil.)[1].doc

12/25/2006 12:15 PM

PILEY PIPER

02/12/2007 03 36P

B-7081 P-2034

- 6. Walking Trails. All walking trails located on the Property shall be Common Facilities and shall be maintained, replaced and repaired by the Association. The Association shall maintain the walking trails in a manner consistent with the specifications noted on the Plan, in order to permit such trails to be used for safe pedestrian passage. All such walking trails MUST BE BUILT.
- 7. Sidewalks and Curbs. All sidewalks and curbs located on the Property shall be Common Facilities. Sidewalks located within road rights-of-way may be dedicated to the Township, but shall in all events be maintained, replaced and repaired by the Association (irrespective of whether owned by the Association, Declarant or Township). The Association shall maintain the sidewalks and curbs in a manner consistent with the specifications noted on the Plan. All such sidewalks and curbs MUST BE BUILT.
- 8. Entrance Monuments; Signage. The Declarant may erect entrance monuments including identification signs and landscaping in Open Space located at any entrance to the Community and such other locations as the Declarant may determine. Any such signs shall comply with applicable Township ordinances and shall have received any requisite Township approvals. The Association will maintain, repair and replace such monuments and signage, and the cost of same shall be a Common Expense. All such entrance monuments NEED NOT BE BUILT.
- 9. Other. All of the walkways, paths, trees, shrubs, yards, fences, gardens, landscaping, common lighting, signage, playgrounds, etc. (if any), and all other structures and improvements which are not encompassed within the boundaries of a Unit but which are located on the Property, shall be Common Facilities.

PILEY PPER

07/17/7007 03 36P

10728537
Page: 61 of 82
B-7081 P-2034

Exhibit "E"

Dedicated Facilities



F:\Toll Brothers\Tabas\HOA Documents\Tabas - HOA Declaration 01.30307 (Final clean).doc 2/7/2007 3:43 PM



EXHIBIT .

DEDICATED FACILITIES

- 1. Water lines and facilities. Water lines, mains and appurtenant facilities servicing the Community (including easements) may be offered for dedication to a utility service provider. Until these improvements are dedicated, Declarant shall own them. All such water facilities MUST BE BUILT.
- 2. Sewer lines and facilities. Sewer lines, mains, manholes, and appurtenant facilities servicing the Community (including easements) within the street rights-of-way or within the facilities MUST BE BUILT.

 Sewer lines, mains, manholes, and appurtenant facilities open space, shall be offered for dedication to the Township. All such sanitary sewer
- 3. **Dedicated Roads.** As required by the Plan, the Declarant will build the following roads within the Community, which will then be offered for dedication to the Township upon their completion by Declarant and inspection and approval by the Township:
 - a. Woodledge Lane
 - b. Downing Court

All such roads MUST BE BUILT. Pursuant to the Plan, these are the only roads within the Community. The Association will maintain and plow the aforesaid roads during any interim aforesaid roads are accepted for dedication by the Township, the Unit Owners shall have non-regress.

4. Stormwater Management Facilities. Any Stormwater Management Facilities located in public roads or rights of way will be offered to the Township for dedication. All such Stormwater Management Facilities MUST BE BUILT.



C:\Documents and Settings\Dave\Local Settings\Temporary Internet Files\Content,IE5\MNEZQTI3\Declaration_-Exhibit_G_(Dedicated_Facil.)[1].doc 12/25/2006 12:13 PM

Exhibit "F"

Recorded Easements



F:\Tol\Brothers\Tabas\HOA Documents\Tabas - HOA Declaration 01.30.07 (Final clean).doc 2/7/2007 3:43 PM

10728537
Page 54 of 93
RILE - PIPER 92/12/2007 03 36P B-7081 P-2034

SCHEDULE B

File Number: 117-06000710-CTB

Policy Number: B66-0591659

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

- Possible additinal assessments for taxes for new construction or for any major improvements pursuant to provisions of Acts of Assembly relating thereto, not yet due and payable.
- Rights of public and others entitled thereto in and to the use of that portion of the premises withing the 2. bounds of Lincoln Highway.
- Rights granted to Bell Telephone Company Misc. Deed Book 202 Page 623. 3.
- Rights granted to Philadelphia Electric Company Misc. Deed Book 94 Page 384. 4.
- Subject to provisions under Act 319 as in Record Book 4266 Page 1781. (To be removed upon proof of 5. payment)



10728537 Page 65 of 63 B-7081 P-2034

ALTA Owner's Policy Schedule B (10//17/92)

(117-06000710-CTB.PFD/117-06000710-CTB/66)

Received Time Jan. 15. 3:37PM

Exhibit "G"

Landscaping Restrictive Covenant



- 55 —

F:\Tol\ Brothers\Tabas\HOA Documents\Tabas - HOA Declaration 01.30.07 (Final clean).doc 2/7/2007\3:43 PM

RECORDER OF DEEDS CHESTER COUNTY, PA 2006 OCT 13 M1 3: 06

RETURN TO: Lamb McErlane PC 24 East Market Street, box 565 West Chester, PA 19381-0565

BEING U.P.I. No. 41-4-25

LANDSCAPING RESTRICTIVE COVENANT

Toll PA XIII, LP (Declarant)

WEST WHITELAND TOWNSHIP (Township)



WEST WHITELAND TOWNSHIP CHESTER COUNTY, PENNSYLVANIA

LANDSCAPING RESTRICTIVE COVENANT

	THIS RESTRICTIV	E COVENANT ("Restrictive Covenant") is executed the	\
day of	October	2006, by Toll PA XIII, LP (hereinafter referred to as "Declarant").	\

BACKGROUND

- A. The Declarant is the owner of a certain tract of ground located in West Whiteland Township, Chester County, Pennsylvania (the "Property") on which it intends to develop forty six (46) carriage homes (the "Development") in accordance with a plan known as "Woodledge at Whitford Hills" prepared for the Developer by Eastern States Engineering, dated August 25, 2005 and last revised September 15, 2006 (the "Plan"). Sheets 1-36 of the Plan have been or will be recorded in the Office of the Recorder of Deeds in Chester County, Pennsylvania.
- B. The Plan depicts the construction of certain buildings and improvements, including the installation of certain landscaping as depicted on Sheet twenty-three, twenty-four, twenty-six, and twenty-seven (23, 24, 26 and 27) of the Plan. The Plan also depicts stormwater management facilities on Sheet thirty-five (35) of the Plan that include bio-filtration using plant materials. (The landscaping and plant materials depicted on Sheets 26 and 27 of the Plan are collectively hereinafter referred to as the "Landscaping".) The Declarant is required to and intends to install the Landscaping in accordance with the Plan.
- C. Section 281-33.E(7) of the West Whiteland Township ("Township") Subdivision and Land Development Ordinance requires Declarant to execute and record a restrictive covenant agreement prohibiting the destruction or removal of all landscape materials required by the Plan; and requiring the maintenance and replacement of all landscape materials required by the Plan.
- D. Declarant desires to execute and record this Restrictive Covenant in order to satisfy its obligations under Section 281-33.E(7) referred to above.

GRANTS AND TERMS

NOW, THEREFORE, the Declarant, for itself, its successors-in-interest, successors-in-title, grantees and assigns, for good and valuable consideration, the receipt and sufficiency whereof being hereby acknowledged, and intending to be legally bound hereby, hereby covenants, declares, agrees, confirms and provides as follows:

Incorporation of Background. Background Paragraphs A through D herein above are incorporated as part of the terms of this Restrictive Covenant.

PILE' PIPEP 02'12/2007 53 36P

10728537
Page 38 of 83
B-7081 P-2034

- 2. Maintenance and Replacement. Declarant shall continuously and perpetually maintain the Landscaping in accordance with generally accepted horticultural practices, including but not limited to fertilizing, watering and pruning all landscape materials shown on the Plan; and Declarant shall replace any diseased, dying or dead Landscaping with materials equivalent in species, size and quality as those originally planted and in accordance with the Plan.
- 3. Prohibition of Destruction or Removal. Declarant shall not destroy or remove any Landscaping depicted on the Plan unless prior written approval is obtained from the Township.
- 4. Default; Cure. In the event Declarant fails to comply with the terms of this Restrictive Covenant, Township shall send written notice to Declarant specifying the areas of noncompliance ("Deficiencies") and the steps that must be taken to comply. In the event Declarant does not comply with the terms of the notice within 30 days of the date thereof, or diligently pursue compliance in circumstances where compliance is not possible within 30 days due to weather conditions or otherwise, Township shall have the right, but not the obligation, to enforce this Restrictive Covenant at law or in equity, and/or to enter upon the Property and correct the Deficiencies, and collect the cost thereof from Declarant by municipal lien against the Property or otherwise.
- 5. Covenants Running With The Land; Successors and Assigns Bound. This Restrictive Covenant and the provisions hereof (1) shall run with the land, and be appurtenant to title to the Property and every portion thereof; and (2) shall be binding upon and inure to the benefit of the Declarant, and each and all of its respective successors and assigns, and successors in title to the Property and every portion thereof. Any and all conveyances, leases or encumbrances of any part of the Property shall be subject to the provisions hereof.
- 6. Recording. This Agreement shall be recorded in the Office of the Recorder of Deeds of Chester County, Pennsylvania.
- 7. Notices. Any notice required to be given by the Township to Declarant under the terms of this Restrictive Covenant shall be sufficiently given if sent by United States certified mail, return receipt requested, postage prepaid, addressed to the then owner of the Property and to the address as set forth in the records for the Property maintained by the Chester County Board of Assessment.
 - 8. / Miscellaneous Provisions.
- (a) Severability. If any provision of this Restrictive Covenant shall to any extent be invalid or unenforceable, the remainder of this Restrictive Covenant (or the application of such provision to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each provision of this Restrictive Covenant, unless specifically conditioned upon such invalid or unenforceable provision, shall be valid and enforceable to the fullest extent permitted by law.



- Amendment. This Restrictive Covenant may not be amended except by written (b) instrument signed and acknowledged by the Declarant, its successors and assigns, and Township and recorded in the Office of the Recorder of Deeds of Chester County, Pennsylvania.
- Governing Laws. This Restrictive Covenant shall be construed and governed by the laws of the Commonwealth of Pennsylvania.
- Integration. This Restrictive Covenant sets forth the entire agreement between (d) the Declarant and Township with respect to the subject matter hereof.

IN WITNESS WHEREOF, being duly authorized and empowered to do so, the Déclarant and Township have duly executed and delivered this Agreement as of the date and year first above written.

SEALED AND DELIVERED IN THE PRESENCE OF US:

TOLL PA XIII, LP

By its General Partner, Toll PA GP Corp.

(CORPORATE SEAL)

Attest:

By;

Title:

West Whiteland Township executes this Restrictive Covenant to acknowledge its rights and obligations set forth above

WEST WHITELAND TOWNSHIP

Attest:

Township Secretary

By:

Chairman, Board of Supervisors



10728537 Page 13 of 83 B-7081 P-2034

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF Chade
On this, the <u>25</u> day of <u>Ougust</u> , 2006, before, the undersigned
notary public, personally appeared Scott Woodland and Rul B. Ywisahu
who acknowledged themselves to be the Vice President and Project Manager
respectively, of Toll PA GP Corp., General Partner of Toll PA XIII, L.P., and as such they did
sign the foregoing instrument for the purposes therein contained.
IN WITNESS WHEREOF, I hereunto set my hand and official seal.
Mugan A. Young Novary Public
(Notarial Seal) My Commission Expires:
COMMONWEALTH OF PENNSYLVANIA Notarial Seal Margaret A. Young, Notary Public Uwchlan Twp., Chester County My Commission Expires July 31, 2010 Member, Pennsylvania Association of Notaries
memour, i dimayivama Association of Notaties
RILEY RIPER 02/12/2007 93 36P 10728537 B-7081 P-2034

.

COMMONWEALTH OF PENNSYLVANIA

: SS

COUNTY OF CHESTER

On this, the 10 day of October ___, 2006, before, the undersigned notary public, personally appeared <u>Sicene Snuder</u> who acknowledged him herself to be the Chairman of the Board of Supervisors of West Whiteland Township and as such be/she did sign the foregoing instrument for the purposes therein contained.

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

Notary Public

(Notarial Seal)
COMMONWEALTH OF PENNSYLVANIA

Notarial Seal My Commission Expires Oct. 24, 2007

Member, Pennsylvania Association Of Notarles

RILEY RIPER

10728537 Page: 72 of 83 B-7081 P-2034

CHESTER COUNTY, PA 2006 OCT 13 KM 3: 06

RETURN TO:

Lamb McErlane PC 24 East Market Street, box 565 West Chester, PA 19381-0565

BEING U.P.I. No. 41-4-25

STORM WATER MANAGEMENT FACILITIES MAINTENANCE AGREEMENT

Toll PA XIII, LP (Owner)

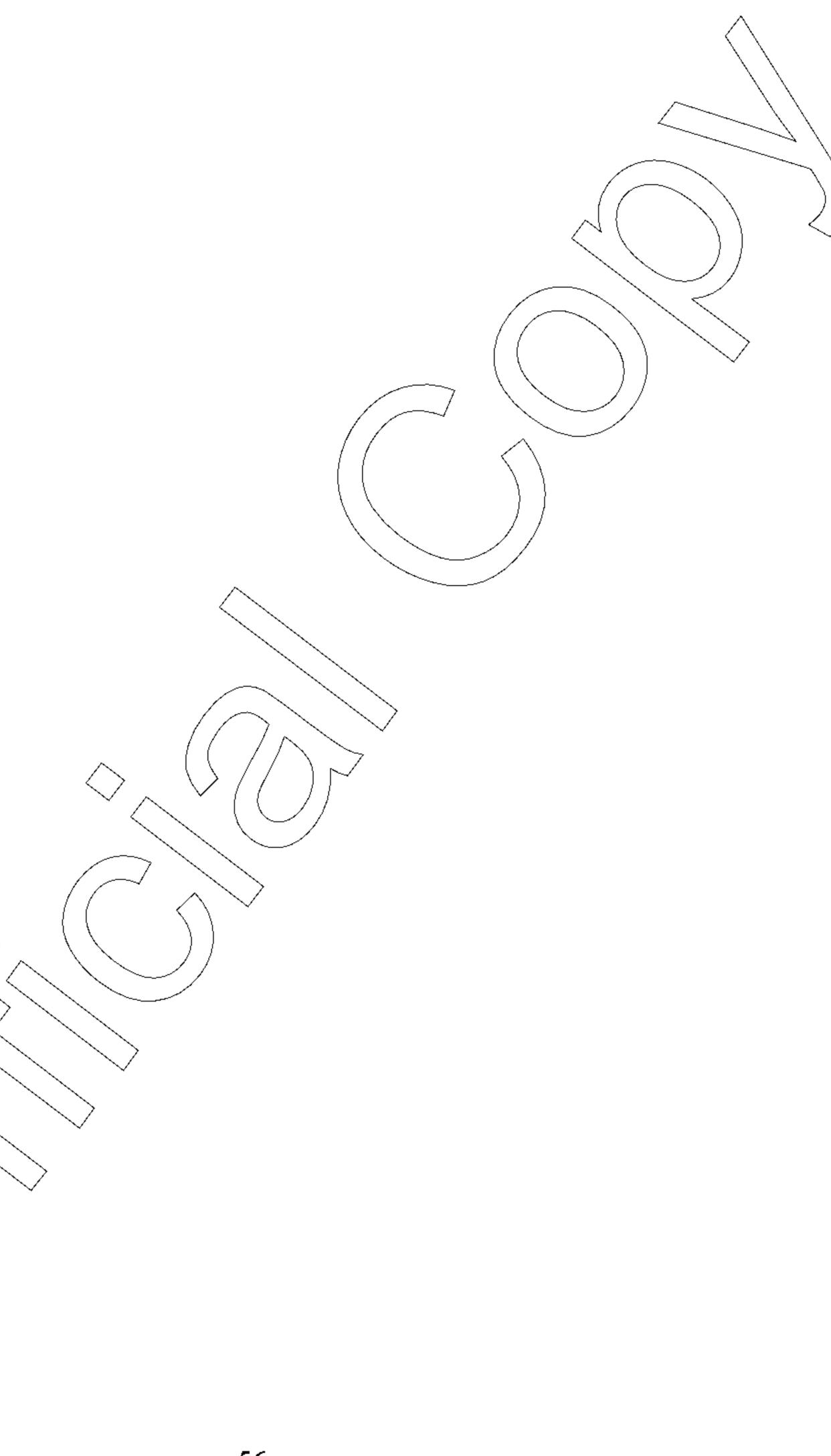
WEST WHITELAND TOWNSHIP (Township)



10728537 Page 73 of 93 B-7081 P-2034

Exhibit "H"

Stormwater Maintenance Agreement



- 56 –
F:\Tol\Brothers\Tabas\HOA Documents\Tabas - HOA Declaration 01.30.07 (Final clean).doc 2/7/2007/3:43 PM



10728537 Page 74 of 83 B-7081 P-2034

WEST WHITELAND TOWNSHIP CHESTER COUNTY, PENNSYLVANIA

STORM WATER MANAGEMENT FACILITIES MAINTENANCE AGREEMENT

THIS MAINTENANCE AGREEMENT ("Maintenance Agreement") is executed the day of October 2006, by and between Toll PA XIII, LP ("Owner") and WEST WHITELAND TOWNSHIP ("Township").

BACKGROUND

- A. The Owner is the owner of a certain tract of ground located in West Whiteland Township, Chester County, Pennsylvania (the "Property") on which it intends to develop forty-six (46) carriage homes (the "Development") in accordance with a plan known as "Woodledge at Whitford Hills" prepared for the Owner by Eastern States Engineering, dated August 25, 2005, and last revised September 15, 2006 (the "Plan"). Sheets 1-36 of the Plan have been or will be recorded in the Office of the Recorder of Deeds in Chester County, Pennsylvania.
- B. The Plan depicts the construction of certain buildings and improvements, including the installation of certain storm water management facilities, including but not limited to components to control the quality of stormwater discharge, and including any Snout devices to control debris, all as depicted on the Plan. The Owner is required to and intends to install and maintain the storm water management facilities in accordance with the Plan and the conditions of approval adopted by the Board of Supervisors.
- C. Section 270-35 of the Township Code of Ordinances requires the Owner to enter into a maintenance agreement requiring that the owners of storm water management facilities be responsible for proper maintenance during and after development of all required storm water management facilities required by the Plan.
- D. Owner desires to execute and record this Maintenance Agreement in order to satisfy its obligations under Section 270-35 referred to above.

GRANTS AND TERMS

NOW, THEREFORE, the Owner, for itself, its successors-in-interest, successors-in-title, grantees and assigns, for good and valuable consideration, the receipt and sufficiency whereof being hereby acknowledged, and intending to be legally bound hereby, hereby covenants, declares, agrees, confirms and provides as follows:

- 1) Incorporation of Background. Background Paragraphs A through D herein above are incorporated as part of the terms of this Maintenance Agreement.
- Maintenance and Replacement. Owner shall continuously and perpetually maintain the storm water management facilities in accordance with the conditions of approval, the Plan, and with manufacturers specifications, including but not limited to:



B-7081 P-2034

PILEY RIPER

- a) Inspections of all storm water management facilities shall be completed annually by a civil engineer licensed in the Commonwealth of Pennsylvania. A written inspection report prepared by the civil engineer shall be submitted to the Township by July 31st of each year. The report shall identify the condition of the storm water management facilities, repairs and maintenance performed during the year and/or required, cleanup required, and any other pertinent information to properly ascertain that the storm water management facilities are functioning properly and in accordance with the design and approved Plan. The report shall include a certification by the civil engineer that the facilities are functioning and will continue to function properly as aforesaid.
- b) All materials collected by the storm water management facilities, including but not limited to oil and sediment, shall be disposed of in accordance with PaDEP, EPA and any other applicable regulations. The annual report shall include a list of all materials disposed and certification of regulatory compliance with disposal requirements.
- c) Should a storm water management facility not function properly, the Township shall be notified in writing within 10 days of the discovery of the malfunction and the proposed maintenance, repairs or modifications necessary to resolve the malfunction. All maintenance, repairs or modifications shall be made in accordance with the specifications of the manufacturer or designer of the device. If a repair or modification is made not within manufacturer or designer's specifications, said repair or modification shall be approved in writing by the manufacturer or designer, and a copy of the approval shall be filed with the Township. The maintenance, repair, or modification maintenance must be completed within 30 days of discovery of the malfunction, or immediately upon discovery if the malfunction poses a threat to the public health or safety.
- d) The Township reserves the right to require additional devices (such as an oil absorbent hydrophobic boom, etc.) if the facilities as designed do not function to assure the quality of the stormwater leaving the storm water management facility.
- 3. <u>Prohibition of Alteration or Removal</u>. The Owner shall not alter or remove any storm water management facilities depicted on the Plan unless prior written approval is obtained from the Township.
- 4. <u>Default; Cure.</u> In the event Owner fails to comply with the terms of this Maintenance Agreement, Township shall send written notice to Owner specifying the areas of noncompliance ("Deficiencies") and the steps that must be taken to comply. In the event Owner does not comply with the terms of the notice within 30 days of the date thereof, or diligently pursue compliance in circumstances where compliance is not possible within 30 days due to weather conditions or otherwise, Township shall have the right, but not the obligation, to enforce this Maintenance Agreement at law or in equity, and/or to enter upon the Property and correct the Deficiencies, and collect the cost thereof from Owner by municipal lien against the Property or otherwise.
- 5. <u>Use and Occupancy Permit.</u> The requirements of this Maintenance Agreement are part of the conditions for issuance of the Township Use and Occupancy Permit for the development depicted on the Plan and the Property and it is the Owner's responsibility to comply



10728537 Page 76 of 63 B-7081 P-2034

V:\alyson\Toll Bros\Tabas 13.

with the requirements of this Maintenance Agreement. Should the Owner fail to comply, the Township reserves the right to revoke the Use and Occupancy Permit after providing the Deficiency notice and cure period as set forth in Paragraph 4 herein above.

- 6. Covenants Running With The Land; Successors and Assigns Bound. This Maintenance Agreement and the provisions hereof (1) shall run with the land, and be appurtenant to title to the Property and every portion thereof; and (2) shall be binding upon and inure to the benefit of the Owner, and each and all of its respective successors and assigns, and successors in title to the Property and every portion thereof. Any and all conveyances, leases or encumbrances of any part of the Property shall be subject to the provisions hereof.
- 7. Recording. This Agreement shall be recorded in the Office of the Recorder of Deeds of Chester County, Pennsylvania.
- 8. <u>Notices</u>. Any notice required to be given by the Township to Owner under the terms of this Maintenance Agreement shall be sufficiently given if sent by United States certified mail, return receipt requested, postage prepaid, addressed to the then owner of the Property and to the address as set forth in the records for the Property maintained by the Chester County Board of Assessment.

9. <u>Miscellaneous Provisions</u>.

- a) Severability. If any provision of this Maintenance Agreement shall to any extent be invalid or unenforceable, the remainder of this Maintenance Agreement (or the application of such provision to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each provision of this Maintenance Agreement, unless specifically conditioned upon such invalid or unenforceable provision, shall be valid and enforceable to the fullest extent permitted by law.
- b) Amendment. This Maintenance Agreement may not be amended except by written instrument signed and acknowledged by the Owner, its successors and assigns, and Township and recorded in the Office of the Recorder of Deeds of Chester County, Pennsylvania.
- c) Governing Laws. This Maintenance Agreement shall be construed and governed by the laws of the Commonwealth of Pennsylvania.
- d) Integration. This Maintenance Agreement sets forth the entire agreement between the Owner and Township with respect to the subject matter hereof.



10728537 Page 77 of 93 B-7081 P-2034

IN WITNESS WHEREOF, being duly authorized and empowered to do so, the Owner and Township have duly executed and delivered this Agreement as of the date and year first above written.

SEALED AND DELIVERED IN THE PRESENCE OF US:

TOLL PA XIII/LP

By Its General/Partner,/TOLL PAGP CORR.

(CORPORATE SEAL)

Attest: 5

By:

Name:

Title:

West Whiteland Township executes this Maintenance Agreement to acknowledge its rights and obligations set forth above

WEST WHITELAND TOWNSHIP

Township Secretary

Chairman, Board of Supervisors

10728537 Page 78 of 83 B-7081 P-2034

COMMONWEALTH OF PENNSYLVANIA : SS COUNTY OF CHESTER

On this, the 25 day of Quant , 2006, before, the undersigned notary public, personally appeared scott Nodland and Paul Bylvisaker who acknowledged themselves to be the Vice President and Project Managu respectively, of Toll PA GP Corp., General Partner of Toll PA XIII, LP and as such they did sign the foregoing instrument for the purposes therein contained.

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

Notary Public

(Notarial Seal)

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal

Margaret A. Young, Notary Public Uwchlan Twp., Chester County My Commission Expires July 31, 2010

Member, Pennsylvania Association of Notaries

My Commission Expires:

10728537
Page 76 of 83
B-7081 P-2034

COMMONWEALTH OF PENNSYLVANIA

; ss

COUNTY OF CHESTER

On this, the <u>O</u> day of <u>Chock</u>, 2006, before, the undersigned notary public, personally appeared <u>Nate Ny de</u> who acknowledged himself/herself to be the Chairman of the Board of Supervisors of West Whiteland Township and as such be she did sign the foregoing instrument on the Township's behalf for the purposes therein contained.

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

Notary Public

(Notarial Seal)

My Commission Expires

COMMONWEALTH OF PENNSYLVANIA

Patricia A. Latini Notary Public
West Whiteland The Chester County
My Commission Copies Oct. 24, 2007

Marriber, Pannsylvania Association Of Notaries

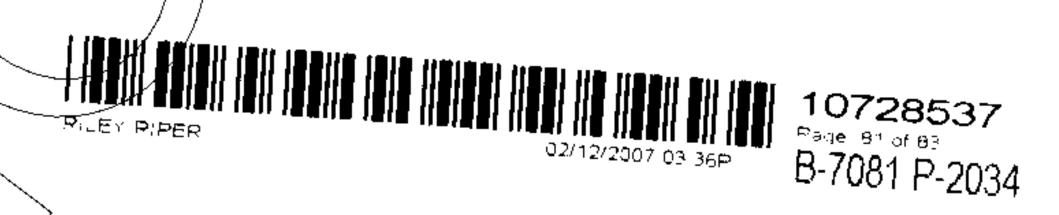


10728537 Page 80 of 83 B-7081 P-2034

EXHIBIT "I"

Common Expense Allocation

Each Unit in the Community initially shall have a Common Expense Percentage of 11.11% which may be amended as provided in the Declaration.



- 56 --

C:\Documents and Settings\Dave\Local Settings\Temporary Internet Files\Content.IE5\O9YJK1IJ\Tabas_-_HOA_Declaration.clean_rev_12.20.06_(clean)[1].doc 12/25/2006 12:07 PM

DATE

DESCRIPTION

DRAWN

