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RESTATEMENT OF DECLARATION FOR THE PLANNED COMMUNITY

OF

HONORS CROSSING II,

A SUB-PLANNED PENNSYLVANIA PLANNED COMMUNITY DEVELOPMENT

PURSUANT TO THE PROVISIONS OF THE PENNSYLVANIA UNIFORM PLANNED COMMUNITY ACT, 68 Pa. C.S. Section 5101 et seq.

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RESTATEMENT OF DECLARATION FOR HONORS CROSSING II, A PENNSYLVANIA PLANNED COMMUNITY

WHEREAS, a Declaration for the Planned Community of Honors Crossing II, a Sub-Planned Pennsylvania Planned Community Development dated September 27, 2017 was recorded on October 5, 2017 in the Office of the Recorder of Deeds in and for Centre County, Pennsylvania in Record Book 2206 at Page 287; and

WHEREAS, no Units have been sold out of the Planned Community; and

WHEREAS, the Declarant herein desires to make changes to the Declaration and desires to restate the Declaration as set forth herein.

ARTICLE I
SUBMISSION; DEFINED TERMS

Section 1.1 Declarant; Property; County; Name.

Pinnacle Development, LLC, Pinnacle Development 2, LLC, legal owners, and **Pinnacle Development 2/ Gregory Limited Liability Company I Joint Venture,** equitable owner (hereinafter "Declarant"), owner in fee simple of the Real Estate located in **Patton Township**, **Centre County**, PA, a legal perimeter description of which is designated as Exhibit "A" attached hereto, hereby submits the Real Estate described in Exhibit "A" including all easements, rights, and appurtenances thereunto belonging and the buildings and improvements executed or to be erected thereon (collectively, the "Property") to the provisions of the Pennsylvania Uniform Planned Community Act, 68 Pa. C.S. Section 5101 et seq. (the "Act") and hereby creates with respect to the Property a Planned Community, to be known as **Honors Crossing II,** a Pennsylvania Planned Community.

The Property identified herein in Exhibit "A" shall be held as a Sub-Planned Development pursuant to the terms of this Declaration and the Master Declaration identified in Section 1.3, known as **The Village at Penn State Master Planned Unit Development**.

Section 1.2 Easements and Licenses.

1.2.1 Right-of-way to the Bell Telephone Company as recorded July 8, 1939 in Miscellaneous Book 30, Page 240.

1.2.2 Right-of-way to the Bell Telephone Company as recorded February 1, 1967 in Miscellaneous Book 98, Page 43.

1.2.3 Right-of-way to the Bell Telephone Company as recorded April 17, 1969 in Miscellaneous Book 105, Page 653.

1.2.4 Declaration of Protective Covenants to run for 35 years as recorded May 2, 1969 in Miscellaneous Book 105, Page 987.

1.2.5 Right-of-way to the Bell telephone Company as recorded June 9, 1972 in Miscellaneous Book 117, Page 410.

1.2.6 Deed of Dedication to Toftrees Homeowners Association, Inc. as recorded August 19, 1970 in Deed Book 318, Page 454.

1.2.7 Deed of Dedication to Toftrees Homeowners Associations, Inc. as recorded May 21, 1975 in Deed Book 353, Page 263.

1.2.8 Deed of Dedication to Township of Patton as recorded January 27, 1972 in Deed Book 328, Page 509.

1.2.9 Clean & Green Applications as recorded January 13, 1995 in Clean and Green Book 6, Page 289.

1.2.10 Easements, covenants, conditions and set-back lines shown on Land Disposition and Subdivision Map of a Portion of Lands of Federated Home and Mortgage Co., Inc. as recorded October 4, 1985 in Plat Book 34, Page 116.

1.2.11 Portion of a right-of-way from the extension of Toftrees Avenue as recorded in Deed Book 674, Page 128.

1.2.12 Twenty Foot (20') wide sanitary sewer easement as recorded in Deed Book 674, Page 128.

1.2.13 Fifteen Foot (15') wide right-of-way for ingress and egress to Bruce and Susan Heim as described in Deed Book 396, Page 196 and Deed Book 674, Page 128.

1.2.14 Fifteen Foot (15') wide water line easement as described in Deed Book 275, Page 114 and Deed Book 275, Page 114 and Deed Book 274, Page 128.

1.2.15 Affidavit of Edward M. Mittleman, former Trustee of the Siegland Irrevocable Trust Agreement dated November 11, 1992 recorded in Miscellaneous Book 186, Page 1030.

1.2.16 Affidavit of Robert N. Levy appointing Judith O. Sieg, as Co-trustee under the Siegland Irrevocable Trust under Trust Agreement dated November 11, 1992 in Miscellaneous Book 188, Page 303.

1.2.17 Under and subject to that portion of a right-of-way for the extension of Toftrees Avenue as more fully shown on the above-mentioned Land Disposition Map.

1.2.18 Right of way to Verizon Pennsylvania & Allegheny Power as recorded 1/30/03 in Record Book 1471 at Page 263.

1.2.19 Right of way to Verizon Pennsylvania as recorded 1/30/03 in Record Book 1471 at Page 265.

1.2.20 Right of way to Verizon Pennsylvania as recorded 1/30/03 in Record Book 1471 at Page 267.

1.2.21 Columbia Gas right of way as recorded 3/4/05 in Record Book 1797 at Page 62.

1.2.22 Right of way to West Penn Power Company, d/b/a Allegheny Power, as recorded2/10/03 In Record Book 1475 at Page 349.

1.2.23 Subject to matters contained in Plot Plan filed 8/24/09 in Plat Book 82 at Page 88.

1.2.24 Declaration of Planned Community of the Village of Penn State as recorded 9/9/03 in Record Book 1596 at Page 441, as amended in Record Book 1742 at Page 582, Record Book 1742 at Page 599, Record Book 1757 at Page 668, Record Book 1935 at Page 525, Record Book 2010 at Page 907, Record Book 2027 at Page 154, Record Book 2057 at Page 133, Record Book 2173 at Page 880, Record Book 2206 at Page 288, as well as the Bylaws for The Village at Penn State Master Association.

1.2.25 Preliminary/Final Subdivision Plan for Phase 6, 7, & 8 for The Village at Penn State prepared by PennTerra Engineering, Inc., dated January 2, 2008 and recorded July 9, 2008 in Plat Book 81 at Page 35.

1.2.26 Preliminary/Final Land Development Plan for Phase 7 (Lots 701 through Lots 704) for the Village at Penn State prepared by PennTerra Engineering, Inc. dated March 4, 2008 and recorded July 25, 2008 in Plat Book 81 at Page 49.

1.2.27 Covenants, conditions, set back lines, easements and restrictions in a final Subdivision Plan recorded December 16, 2014 in the Office of the Recorder of Deeds in and for Centre County, Pennsylvania in Plan Book 89 at Page 37.

1.2.28 Declaration for the Planned Community of Honors Crossing II, dated September 27, 2017 and recorded October 5, 2017 in Record Book 2206 at Page 287.

1.2.29 Preliminary/Final Subdivision Plan for Phase 9 for the Village at Penn State prepared by PennTerra Engineering, Inc., dated June 1, 2018 and recorded July 12, 2019 in Plat Book 94 at Page 103.

1.2.30 Declaration of Restrictive Covenant/ Conservation Easement dated April 24, 2019 and recorded May 14, 2019 in Record Book 2232 at Page 139.

1.2.31 Easements and rights-of-way created by this Declaration, and the By-Laws of The Honors Crossing II Homeowners Association, Inc.

1.2.32 Any restrictions on use, occupancy and alienations contained within the Master-Planned Unit Development Declaration known as The Village at Penn State as well as this Declaration.

1.2.33 Any restrictions on use, occupancy and alienations contained within the By-Laws of the Master Planned Unit Development known as the Village at Penn State.

Section 1.3 Relationship with Master Planned Unit Development. This Planned Community Declaration is intended to be a Sub-Planned Development under the Master Planned Unit Development known as The Village at Penn State (hereinafter "Master Association") pursuant to the Declaration of Planned Community of the Village at Penn State as recorded in the Office of the Recorder of Deeds in and for Centre County, Pennsylvania in Record Book 1596, Page 441, as amended, hereinafter incorporated by reference.

As contained in the Master Planned Unit Development Declaration of The Village at Penn State, the Declarant will create Sub Planned Unit Developments and Condominiums, such as Honors Crossing II, as the overall development progresses. It is the intent of the Developer that all Common Elements and Common Facilities as defined in the Master Declaration are to be used by all the Units of this Sub-Planned Community Development and Master Planned Unit Development and shall be administered by the terms and conditions of the Master Planned Unit Development Declaration and the By-Laws created pursuant thereto. Further, the individual Sub Planned Unit Developments, such as Honors Crossing II, will further have a homeowners association to possess, control, maintain and assess the cost of the Common Area and Limited Common Area expenses within their respective Sub-Planned Developments.

Section 1.4 Maximum Number of Units.

The maximum number of Units created by the Subdivision owned by the Declarant, which Subdivision Plan is recorded in the Office of the Recorder of Deeds in and for Centre County, Pennsylvania shall be **fifty-four (54)** total residential Units and **one (1)**

Stormwater Management Basin to be maintained by the Master Association on **16.9364 acres** of land. All Units are expected to be completed in one (1) phase.

Section 1.5 Defined Terms.

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

1.5.2 The following terms are used or defined in general terms in the Act and shall have specific meanings herein as follows:

A. "Allocated Interests" means the Common Expense Liability and votes in the Association allocated to each Unit.

B. "Association" means the Unit Owners Association of the Planned Community and shall be known as **The Honors Crossing II Homeowners Association, Inc.**, a Sub-Planned Pennsylvania Planned Community, and the Association as defined in the Master Planned Unit Development Declaration, known as The Village at Penn State hereinafter designated as the "Master Association."

C. "Building(s)" means any structures depicted on the Plats and Plans of this Declaration and any structures depicted in the Plats and Plans of the Master Planned Unit Development Declaration.

D. "Common Elements" means each portion of the Planned Community other than conveyed with a Unit. It also means the same as defined in the Master Planned Unit Development Declaration.

E. "Common Expense Liability" means the same as defined in the Master Planned Unit Development Declaration which shall control and be defined by the Executive Board of the Master Association whose interpretations shall be final and binding.

F. "Common Expenses" means the expenses or financial liabilities for the operation of the Common Elements and the Association. These include:

(i) Expenses of administration, maintenance, repair or replacement of the Common Elements;
(ii) Expenses declared to be Common Expenses by the Planned Community Documents or the Act;
(iii) Expenses agreed upon as Common Expenses by the Association;
(iv) Such reasonable reserves, as may be established by the Association, whether held in trust or by the Association for repair, replacement or addition to the Common Elements or

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

(v) Expenses as defined in the Master Planned Unit Development Declaration.

G. "Common Facilities" means the same as defined in the Master Planned Unit Development Declaration which shall control and be defined by the Executive Board of the Master Association whose interpretation shall be final and binding.

H. "Controlled Facilities" means the same as defined in the Master Planned Unit Development Declaration which shall control and be defined by the Executive Board of the Master Association whose interpretation shall be final and binding.

I. "Declarant" means the Declarant described in Section 1.1 above and all successors to any Special Declarant Rights and as further defined under the Act. It also means the same as defined in the Master Planned Unit Development Declaration.

J. "Declarant Control Period" means the time period commencing on the date of recordation of this Declaration and ending on the earlier of:

(i) Seven (7) years after the date of the first conveyance of a Unit to a Unit Owner other than the Declarant; or

(ii) One hundred eighty (180) days after the conveyance of seventy-five percent (75%) of the Units to Unit Owners other than the Declarant.

K. "Declaration" means this restated document, as the same may be amended from time to time. It also means the same as defined in the Master Planned Unit Development Declaration.

L. "Eligible Mortgage" means a first mortgage to

i. the Declarant;
ii. the Seller of a Unit;
iii. a bank, trust company, savings bank, savings and loan association, mortgage service company, insurance company, credit union, pension fund, real estate investment fund or like institutional investor or lender; and
iv. any other mortgage approved by the Executive Board, or a junior mortgage which is approved by the Executive Board.

A holder, insurer or governmental guarantor of an Eligible Mortgage is referred to herein as an "Eligible Mortgagee"

M. "Executive Board" means the Executive Board of the Association. It also means the same as defined in the Master Planned Unit Development Declaration.

N. "Identifying Number" means a symbol that identifies only one Unit in a Planned Community. It also means the same as defined in the Master Planned Unit Development Declaration.

O. "Limited Common Elements" means the portion of the Planned Community designated herein as shown on the Plats and Plans. The portions of the Common Elements allocated for the exclusive use of one or more but fewer than all of the Units by the Declaration or the Act. It also means the same as defined in the Master Planned Unit Development Declaration.

P. "Limited Common Expenses" means the Common Expenses incurred for maintenance, repair and/or replacement of certain Limited Common Elements which are to be assessed against all the Unit Owners of the Association pursuant to their Percentage Interest as set forth in Exhibit "B". It also means the same as defined in the Master Planned Unit Development Declaration.

Q. "Limited Common Facility" means the same as defined in the Master Planned Unit Development Declaration which shall control and be defined by the Executive Board of the Master Association whose interpretation shall be final and binding.

R. "Limited Controlled Facility" means the same as defined in the Master Planned Unit Development Declaration which shall control and be defined by the Executive Board of the Master Association whose interpretation shall be final and binding.

S. "Majority or Majority of Unit Owners" mean the owners of more than fifty percent (50%) of the votes in the Association.

T. "Percentage Interest" means the allocation of a fraction or percentage of undivided ownership interest in the Common Elements and in the Common Expenses of the Association appurtenant to each Unit as set forth in Exhibit "B" attached hereto.

U. "Planned Community" means the same as defined in the Master Planned Unit Development Declaration which shall control and be defined by the Executive Board of the Master Association whose interpretation shall be final and binding.

V. "Plats and Plans" means the Declaration Plat attached hereto as Exhibit "C" and made a part hereof. It also means the same as defined in the Master Planned Unit Development Declaration.

W. "Property" means the land and all improvements, easements, rights and appurtenances which have been submitted to the provisions of the Act by this Declaration.

X. "Public Offering Statement" means the current document prepared pursuant to Section 5402 of the Act as it may be amended from time to time and provided to purchasers prior to the time of execution of a binding purchase agreement.

Y. "Purchaser" means the same as defined in the Master Planned Unit Development Declaration, which shall control and be defined by the Executive Board of the Master Association whose interpretation shall be final and binding.

Z. "Real Estate" means the same as defined in the Master Planned Unit Development Declaration which shall control and be defined by the Executive Board of the Master Association whose interpretation shall be final and binding.

AA. "Reserved Common Elements" means portions of the Common Elements of the Planned Community which the Executive Board may designate as such from time to time.

BB. "Special Declarant Rights" means Special Declarant Rights as defined in Section 5103 of the Act and such additional rights reserved for the benefit of the Declarant as set forth in the "Planned Community Documents".

CC. "Sub Planned Unit Development" or "Sub Planned Development" means the same as defined in the Master Planned Unit Development Declaration, which shall control and be defined by the Executive Board of the Master Association whose interpretation shall be final and binding.

DD. "Unit" means an improved Unit as described herein and in the Plats and Plans.

EE. "Unit Owner" means the same as defined in the Master Planned Unit Development Declaration which shall control and be defined by the Executive Board of the Master Association whose interpretation shall be final and binding.

ARTICLE II
ALLOCATION OF PERCENTAGE INTERESTS, VOTES, AND COMMON EXPENSE LIABILITIES; UNIT IDENTIFICATION AND BOUNDARIES

Section 2.1 Percentage Interests, Votes and Common Expense Liabilities.

2.1.1 Attached as Exhibit "B" hereto is a list of all Units by their Identifying Numbers and the Percentage Interest appurtenant to each Unit. The Percentage Interest appurtenant to each Unit is a fraction, the numerator of which is the particular Unit and the denominator of which is the total number of Units in the Planned Community.

2.1.2 The share of Common Expense Liability appurtenant to each Unit shall be in proportion to its Percentage Interest.

2.1.3 Each Unit Owner shall have one vote in the Association per Unit Owned.

Section 2.2 Allocation of Percentage of Common Expenses owed to the Master Planned Unit Development.

The Percentage Interest used to determine the Common Expense Liabilities of any Sub Planned Unit Development to the Master Planned Unit Development shall be determined by creating a fraction, the numerator of which is all units of any one particular Sub Planned Unit Development and the denominator of which is the total of Units within all the Sub Planned Unit Developments.

Section 2.3 Unit Boundaries.

2.3.1 The title lines or boundaries of each Unit are situated as shown on the Plats and Plans attached hereto as Exhibit "C".

2.3.2 Each Unit in the Planned Community is a single subdivided lot as depicted in the Plats and Plans herein attached as Exhibit "C". The Plats and Plans also indicate each Unit's Identifying Number.

ARTICLE III
ALLOCATION AND RESTRICTION OF COMMON ELEMENTS, CONTROLLED FACILITIES, LIMITED COMMON ELEMENTS, AND LIMITED CONTROLLED FACILITIES

Section 3.1 Common Elements.

Declarant has indicated on the Plats and Plans the areas of Real Estate that are to be used as Common Facilities. Upon completion of the Common Facilities by Declarant the same, if not contained in a Unit to be sold to a purchaser, will be conveyed in its entirety to the Association by the Declarant or a successor to the interest of the Declarant by the later of the date of conveyance of the last Unit that the Declarant reserves the right to include in the Planned Community. Any easements on property to be conveyed to a third-party purchaser shall be reserved in the deed conveyance. Without limiting the generality of Section 1.5.2 (D) hereof, the following portions of the Property are hereby designated as Common Elements:

3.1.1 All sidewalks along Master Common Area Lot No. 237.
3.1.2 Cluster mailboxes.
3.1.3 All Storm Drainage easements depicted on the Plats and Plans attached hereto as Exhibit "C."
3.1.4 All Sanitary and Sewer easements as depicted on the Plats and Plans attached hereto as Exhibit "C."

3.1.5 Notice is made that the Stormwater Detention Basins shall be maintained as Common Element of the Master Association for The Village at Penn State.

Section 3.2 Binding Obligation.

The obligation of the Declarant to convey or lease to the Association the Common Facilities shall be binding on the Declarant and any successor in interest of the Declarant, whether or not the successor succeeds to any Special Declarant Rights. The conveyance of the Common Facilities will be for no consideration other than the Association's acceptance of the conveyance.

Section 3.3 Storms Drains and Storm Water Management Basins.

Declarant, in the course of developing the Planned Community, will be installing storm drains as shown on the Plats and Plans. The same shall become a Common Facility and shall be maintained by the Association as easements, pursuant to the terms set forth in Section 3.4 herein.

Section 3.4 Limited Common Elements.

Those portions of the Common Elements serving only one or more, but fewer than all Units within the Planned Community, are Limited Common Elements allocated only to the Unit or Units which they serve. Without limiting the generality of Section 1.5.2(O) hereof, the following portions of the Property are hereby designated as Limited Common Elements:

3.4.1 Any other areas shown and identified as such on the Plats and Plans herein and any amendment subsequently created.

Section 3.5 Controlled Facilities.

Those portions of the Real Estate, whether or not a part of a Unit, which are not a Common Facility and which are regulated, managed and controlled by the Association. Without limiting the generality of Section 1.5.2(H) hereof, the following portions of the Property are designated as Controlled Facilities:

3.5.1 Any other areas shown and identified as such on the Plats and Plans herein and any amendment subsequently created.

Section 3.6 Limited Controlled Facilities.

Those portions of Controlled Facilities, other than the 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. Without limiting the

generality of Section 1.5.2(R), the following portions of the Property are designated as Limited Controlled Facilities:

3.6.1 Any areas shown and identified as such on the Plats and Plans herein and any amendment subsequently created.

Section 3.7 Use of and Maintenance of Sidewalks.

All Unit Owners, their families, guests and invitees shall have a non-exclusive easement for pedestrian uses over and upon all sidewalks even if those sidewalks are designated as Limited Common Elements appurtenant to one or more Units.

Unless otherwise provided herein, each Unit Owner shall be responsible for the maintenance, repair, snow removal and cleaning of that portion of the sidewalks along the public road that abuts their Unit. The Association shall be responsible for the maintenance, repair, snow removal and cleaning of that portion of the sidewalks along the public road that abuts a Common Element. Facility.

Section 3.8 Changes by Executive Board.

Subject to any limitation herein, the Executive Board may make any additions, alterations or improvements to the Common Elements which it, in its judgment, deems necessary.

ARTICLE IV
MAINTENANCE, REPAIR AND REPLACEMENT RESPONSIBILITIES

Section 4.1 Maintenance Responsibilities.

The Units, including all improvements constructed thereon, shall be maintained and repaired by each Unit Owner, and the Common Elements as defined in this Declaration shall be maintained and repaired by the Association in accordance with the provisions of Section 5307 of the Act, except as expressly set forth to the contrary in this Declaration or the By-Laws.

Section 4.2 Association Maintains Common Elements and Limited Common Elements

4.2.1 The Association shall maintain, repair, and replace all of the Common Elements and Limited Controlled Elements, as defined in this Declaration (except the portions of the Limited Common Elements which are required by this Declaration or By-Laws to be maintained, repaired, or replaced by the Unit Owner) so that the same are in good order and repair and in an attractive condition consistent with a residential community, and in connection therewith, the Association shall continually keep and maintain, or cause to be continually kept and maintained, all improvements to the Common Elements and Limited Controlled Elements in a safe, sightly, and serviceable condition which repair and maintenance shall include

replacement, cleaning, lighting, painting, landscaping, removing obstructions, snow, water, and ice from private streets, re-paving and surfacing the curbs, walks, utilities, and drainage facilities, directional signs and lighting facilities as necessary from time to time. Maintenance of the Common Elements by the Association includes the payment of all utility charges applicable to the Common Elements and if necessary, the Limited Common Elements.

4.2.2 Notwithstanding the above, each Unit Owner will be responsible for mowing and general yard maintenance for any easement areas that cross their Units.

4.2.3 The Master Planned Unit Development Association shall be responsible for those items as set forth in Article IV of the Master Planned Unit Development Declaration, including the adjacent Open Space Stormwater Management Basin.

Section 4.3 Units and Limited Common Elements.

Each Unit Owner shall maintain, repair, and replace, at his own expense, all portions of his Unit and the Limited Common Elements appurtenant thereto in safe, clean condition, except the portions which are required by this Declaration or By-Laws to be maintained, repaired, or replaced by the Association.

Section 4.4 Action by Executive Board to Remedy Unsatisfactory Conditions.

Any person authorized by the Executive Board shall have the reasonable right of access to all portions of the Property, including a Unit, for the purpose of correcting any condition threatening any other Unit or the Common Elements, and for the purpose of performing installations, alterations, or repairs; for the purpose of reading, repairing, replacing utility meters and related pipes, valves, wires, and equipment; and for other proper purposes provided that all requests for entry are made in advance and that any such entry is at a time reasonably convenient to the affected Unit Owner. In case of any emergency, reasonable attempts to notify a Unit Owner shall be made, however, such right of entry shall be immediate, whether or not the Unit Owner is present at the time. If damage is inflicted on the Common Elements, Controlled Facilities, or Limited Controlled Facilities, or on any Unit through which access is taken, the Unit Owner is responsible for the damage or the Association, if it is responsible, is liable for the prompt repair of the damage.

ARTICLE V
EASEMENTS

Section 5.1 Additional Easements.

In addition to and in supplementation of the easements provided for by Section 5216 (easement for encroachment), Section 5217 (Declarant offices, models, and signs) and Section 5218 (easement to facilitate completion, conversion, and expansion) of the Act, the following are hereby created:

5.1.1 Common Elements. Declarant reserves the right to place one or more models, management offices, and sales offices on any portion of the Common Elements in such manner, of such size, and in such locations as Declarant deems appropriate. Declarant may from time to time relocate models, management offices, and sales offices to different locations within the Common Elements. Declarant shall have the right to remove any such models, management offices, and/or sales offices from the Common Elements at any time up to thirty (30) days after Declarant ceases to be a Unit Owner. Upon the relocation of a model or office constituting a Common Element, Declarant may remove all personal property and fixtures therefrom. Any further fixtures not so removed shall be deemed Common Elements, and any personal property not so removed shall be deemed the property of the Association.

5.1.2 Signs. Subject to any limitation in the Declaration, Declarant may maintain signs in the Declarant's Units or on the Common Elements advertising Units in the Planned Community owned by the Declarant for sale or lease.

5.1.3 Units. Declarant shall have the right to locate, relocate, and maintain offices and models used only in connection with management of or sale or rental of Units owned by the Declarant in the Planned Community, in the Declarant's Unit or Units in the Planned Community notwithstanding the fact that the Declaration would otherwise preclude use of the Units for such purposes, but subject to all other provisions in the Declaration, including without limitation, modification, or elimination of the Declarant's rights under this subsection by specific reference thereto.

5.1.4 Utility Easements. The Units and Common Elements, which includes Common Facilities and/or Controlled Facilities, shall be, and are hereby, made subject to easements in favor of the Declarant, appropriate utility and service companies and governmental agencies or authorities for such utility and service lines and equipment as may be necessary or desirable to serve any portion of the Property. The easements created in this Section 5.1.4 shall include, without limitation, rights of Declarant, or the providing utility or service company, or governmental agency or authority to install, lay, maintain, repair, relocate, and replace gas lines, pipes, and conduits, water mains and pipes, sewer and drain lines, telephone wires and equipment, television equipment and facilities (cable or otherwise), electric wire, conduits, and equipment, and ducts and vents over, under, through, along, and on the Units and Common Elements and/or Limited

Common Elements. Notwithstanding the foregoing provisions of this Section 5.1.4, unless approved in writing by the Unit Owner or Unit Owners affected thereby, any such easement through a Unit shall be located either in substantially the same location as such facilities of similar facilities existed at the time of first conveyance of the Unit by the Declarant, or so as not to materially interfere with the use or occupancy of the Unit by its occupant.

5.1.5 Reciprocal Non-Exclusive Easement for Use of Utility Systems. Subject to compliance with applicable laws and regulations, and subject to obtaining the prior written consent of the Executive Board, which consent will not be unreasonably withheld, delayed, or conditioned, the Common Elements (including but not limited to the Limited Common Elements) shall be and are hereby made subject to a permanent, mutual, reciprocal, non-exclusive easement and right to tie into (and maintain and repair such tie in) and use the sanitary and storm sewers, water lines, and other utilities as may be constructed on the Common Elements and/or the Limited Common Elements for the mutual and reciprocal benefit of the Units, provided that such use shall not overburden such utilities or unreasonably interfere with the use thereof by the owners and occupants of other Units. The Association shall have the right to dedicate any utilities to a public utility or other proper entity.

5.1.6 Declarant's Easement to Correct Drainage. Declarant reserves an easement on, over, and under those portions of the Common Elements and/or Limited Common Elements not located within a Building for the purpose of maintaining and correcting drainage of surface water in order to maintain reasonable standards of health, safety, and appearance. The easement created by this Section 5.1.6 expressly includes the right to cut any trees, bushes, or shrubbery, to grade the soil, or to take any other action reasonably necessary to achieve this purpose, following which Declarant shall restore the affected property as closely to its original condition as practicable.

5.1.7 Easement for Construction and Maintenance of Building. In connection with work performed within Unit title lines, incidental encroachments upon the Common Elements and/or Limited Common Elements as a result of the use of ladders, scaffolding, barricades, and similar facilities resulting in temporary obstruction of portions of the Common Elements and/or Limited Common Elements shall be permitted as long as the encroachments caused by such construction, maintenance, or repair work are reasonable and work is being diligently pursued. The Common Elements and/or Limited Common Elements may be utilized for ingress and egress of vehicles transporting construction materials, equipment, and personnel and for temporary storage of materials and vehicles being used in connection with the construction, repair, maintenance, and rebuilding of

Buildings and related improvements, subject to all of the other terms of this Declaration.

5.1.8 Easement for Use of Recreational Area. Each Unit Owner is hereby granted non-exclusive perpetual right and easement access to and enjoyment in common with others of the amenities and recreational facilities.

5.1.9 Easements of the Master Planned Unit Development. In addition to those easements that are set forth herein as they pertain to the Planned Community, this sub-Planned Community created in this Declaration is subject to the following provisions of the Master Declaration:

Article III, Section 9
Article III, Section 10
All of Article V

ARTICLE VI
COMPLETION OF COMMON FACILITIES

Section 6.1 Time for Completion.

Improvements to Common Facilities will be completed at the discretion of the Declarant, but in no event will the Common Facilities be completed later than the day of conveyance or lease, by Declarant of the last Unit, which the Declarant reserves the right to include in the Planned Community or the date of the expiration of the rights under Section 5211 of the Act.

Section 6.2 Responsibility for Common Facilities Until Completed.

Until the Common Facilities are completed, the Declarant shall be solely responsible for real estate taxes assessed against or allocable to the Common Facilities and for all other expenses in connection with the construction of the Common Facilities.

Section 6.3 Bonding of Common Facilities.

Declarant is not providing any third party guarantee, bond, escrow, letter of credit, or other mechanism to assure completion of the Common Facilities and the only guarantee of completion is Declarant's own guarantee.

ARTICLE VII
AMENDMENT OF DECLARATION

Section 7.1 Amendment Generally.

This Declaration, including the Plats and Plans, may be amended only by vote of at least sixty-seven (67%) percent of the Unit Owners of the Association, except

unanimous consent of all Unit Owners affected shall be required to create or increase Special Declarant Rights, alter the terms or provisions governing the completion or conveyance or lease of Common Facilities, or increase the number of Units or change in the boundaries of any Unit, the Common Expenses, Liability, or voting strength in the Association allocated to a Unit, or the uses to which a Unit is restricted. No Declaration provisions pursuant to which any Special Declarant Rights have been reserved to a Declarant shall be amended without the express written joinder of the Declarant in such amendment. This Section shall not apply to amendment executed by a Declarant under Section 5210 (e) or (f) (relating to Plats and Plans), Section 5211 (a) (relating to conversion and expansion of Flexible Planned Communities), Section 5212 (a) (relating to withdrawal or Withdrawable Real Estate), or amendments executed by the Association under Section 5107 (relating to eminent domain), Section 5209 (relating to Limited Common Elements), Section 5215 (relating to subdivision or conversion of Units), or amendments executed by certain Unit Owners under Section 5209 (b) and Section 5214 (a) (relating to relocation of boundaries between Units), Section 5215 and Section 5220 (b) (relating to termination of Planned Community). The requirements of the storm water management system established herein may not be amended.

Section 7.2 Technical Corrections.

If any amendment to the Declaration is necessary in the judgment of the Executive Board to cure an ambiguity, correct or supplement any provision of the Declaration, including Plats and Plans, that is defective, missing, or inconsistent with any other provision of the Declaration or Act or conform to the requirements of any agency or entity that has established national or regional standards with respect to loans secured by mortgages or deeds of trust or Units in Planned Community or so called "PUD" projects, such as Federal National Mortgage Association and the Federal Home Loan Mortgage Corporation, the Executive Board may effect an appropriate corrective amendment without approval of the Unit Owners or the holders of liens on the Planned Community, upon receipt of an opinion from independent legal counsel to the effect that the proposed amendment is permitted by the terms of the Section 5219 of the Act.

Section 7.3 Rights of Secured Lenders.

Annexation of additional properties, mergers, and consolidations, dedication of Common Areas, and amendment of the Declaration, does not require prior approval of HUD/VA as long as the Declarant exercises its Special Declarant Rights which extend for a period of time of seven (7) years from the date of the first conveyance of a Unit to a person other than the Declarant; provided, however, that the Special Declarant's Rights will terminate sixty (60) days after conveyance of seventy-five percent (75%) of the Units which may be created to Unit Owners other than Declarant (hereinafter "Declarant Control Period"). Special Declarant's Rights which entitle it to unilaterally convert Convertible Real

Estate, add additional Real Estate, and withdraw Withdrawable Real Estate, cause mergers and consolidations, and appoint or remove the Executive Board, within the aforementioned Declarant Control Period.

ARTICLE VIII
USE RESTRICTIONS

Section 8.1 Use and Occupancy of Units, as well as Common and Limited Common Elements and Facilities.

The occupancy and use of the Units, Common Elements, Limited Common Elements, Common Facilities and Limited Common Facilities shall be subject to the following restrictions:

8.1.1 Prohibited Uses and Nuisances.

A. Itemization. Except for the activities of Declarant during original development:

1. Only dwelling houses as defined herein shall be used for residential purposes upon said Units. Only one detached dwelling, not to exceed two stories in height shall be erected on each unit.

2. Each dwelling shall conform in general architectural design, quality and workmanship and materials to existing dwelling houses in this Planned Community Development. Minimum square footage of living space of all dwellings, excluding basements and garages, must be at least twelve hundred (1,200) square feet.

3. The Declarant shall maintain architectural control over the construction of the Units during the Declarant Control Period. At the end of the Declarant Control Period, the Association, by and through the Architectural Review Committee, shall maintain architectural control over the construction of the Units and shall require all Unit Owners to contract with an architectural firm as determined by the Architectural Review Committee which is capable of conforming to the architectural specifications of the Planned Community.

4. Each structure must meet the minimum set back requirements as established by Patton Township, Centre County, Pennsylvania.

5. The erection and maintenance of any structure of a temporary and/or permanent character, such as a tent, trailer, barn, shed or any other type of out building, is prohibited during the Declarant Control Period. Following transfer of control to the Association, an affirmative vote of sixty-seven (67%) percent of the Unit Owners will be required to allow such temporary and/or permanent structures within the Planned

Community Development, which will be subject to such guidelines as the Association may hereafter adopt. No temporary or other structure of any kind shall at any time be used for residential purposes.

6. Said Units, as herein above provided, shall be used for residential or dwelling purposes and no business, mercantile, commercial, or manufacturing enterprise or activity of any kind shall be conducted thereon with the exception of such home occupations as permitted by the zoning ordinances established by the governing municipality and approved by the Declarant.

7. The erection and maintenance of any type of sign (i.e. billboards, signboards, or other advertising contrivance or medium) is prohibited, with the exception of the entrance sign and signs for professional purposes, not to exceed in area one square foot, or a sign advertising the property for sale or rent, not exceeding five square feet, or signs used by the builder to advertise the property during the construction and sales period. All signage must be in compliance with the Patton Township Ordinances for signage. At no time will "for sale" signs be permitted at the entrance sign areas or other Common Areas throughout the Planned Community Development.

8. No animals, livestock, horses or poultry of any kind shall be kept for breeding or commercial use. Domestic animals shall be maintained within the municipality ordinances. No Unit Owner shall be allowed to have more than three (3) domestic animals, which shall be defined as dogs, cats or other indoor household animals, also referred to as pets. All pets must be on a leash when outside and pet Unit Owners must carry a sanitary utensil to clean up after their pets. Domestic animals are to be housed inside the dwelling, no exterior pet houses will be allowed.

9. All trash, garbage and refuse shall be stored in covered metal or plastic receptacles and concealed from view by an enclosure or screening approved by Declarant, their successors and assigns. Trash may be visible only on the day or night before the day of trash pickup by the municipality. All incinerators or other equipment for the storage or disposal of such matter shall be maintained in a clean and sanitary condition.

10. The use of any Unit or part thereof as a dumping ground for garbage and rubbish is strictly prohibited. All excess fill from home construction shall be required to be dumped in such areas as indicated by the Declarant.

11. All landscaping plans must be submitted, in writing, to the

Architectural Review Committee for approval. This shall include, but not be limited to, such landscaping items as decorative fencing, tree rows as a form of screening or other trees, bushes, shrubs and flowers, which shall be planted in a landscape design. All landscape requests must be in compliance with all set back regulations established by the governing municipality. Following review by the Architectural Review Committee, the resident will receive, in writing, the Committee's decision of approval or disapproval. Only after approval is received may the landscaping work commence.

12. All fencing must be constructed in accordance to specific fence guidelines established by the Declarant. The guidelines shall be subject to change from time to time. All fence requests must be submitted, in writing, to the Architectural Review Committee for approval. All fence requests must be in compliance with all set back regulations and other ordinances established by Patton Township. Fencing surrounding or screening in-ground pools, spas and hot tubs must comply with Patton Township Ordinances. Following review of the fence request by the Architectural Review Committee, the resident will receive, in writing, the Committee's decision of approval or disapproval. Only after approval is received and zoning and building permits are obtained may the fence installation commence.

    The erection, planting or maintaining of any type of fence, wall, hedge, tree or shrub, which may interfere with reasonable visibility at street intersections, and thereby jeopardize public safety, is prohibited, and furthermore, no fence shall be erected on the portion of the Unit between the rear wall of the house and the front line.

13. No building, garage, wall or other structure shall be commenced, erected, or maintained, nor shall any addition to or change or alteration therein be made until the plans and specifications, showing the nature, floor plan, location, and approximate cost of such structure and the grading plan of the lot upon which such structure is to be built, shall have been submitted to and been approved in writing by Declarant, as hereinafter defined. Approval or disapproval of said plans and specifications by the Declarant shall be absolute and final.

14. Any activity which is noxious or offensive and inconsistent with the residential character of the neighborhood is strictly prohibited, and is herewith declared to be a public nuisance and abatable as much.

15. No above ground pools shall be permitted. Spas, in-ground pools and hot tubs are permissible following compliance with the specific guidelines for screening, which will be established by the Developer and the Association, compliance with the Patton Township Ordinances,

and upon written approval from the Architectural Review Committee. Compliance with Patton Township Ordinances regarding fencing around the spas, in-ground pools and hot tubs, must also be followed. Requests for approval must first be submitted to the Architectural Review Committee. Only following approval from the Committee and the receipt of building and zoning permits from Patton Township, may installation commence.

16. No permanent clothesline or any structure used for the drying of clothing or housewares shall be visible upon any lot when viewing the front of the structure. The temporary umbrella type may be used during the day, only if disassembled by dusk every evening.

17. No rooftop or other type of antennas shall be permitted to be installed on any exterior portion of the Unit. No more than one (1) satellite dish per Unit is permitted, which can be no larger than twenty-four inches (24") in diameter. All satellite dishes must be placed on the rear of the Unit, and are subject to approval from the Architectural Review Committee as to their location and color, which approval may not be unreasonably withheld.

18. No unlicensed, uninspected, or unregistered motor vehicle may be maintained or kept on any Unit of the said Planned Community. In addition, no repair work will be done on any motor vehicle in the Planned Community.

19. No automobile bodies, junk, erected cars, rubbish or other debris shall be kept on any Unit. All Units shall be kept neat and clean and free from refuse and weeds and nothing shall be placed, kept, stored, or maintained thereon which may constitute a nuisance or annoyance to Unit Owners or the residents of the subdivision. The responsibility of the Unit Owner to keep the grass and vegetation mowed and maintained on the Unit shall commence from the time of the Unit purchase. Further, Unit Owner shall comply with all Patton Township Ordinances related to the aforementioned.

20. No motor homes, boats, campers, trailers, gliders or other recreational vehicles of any size may be kept on the property unless parked in the garage with the garage door down.

21. No Unit shall be re-subdivided into two (2) or more Units; however, two (2) Units may be merged to form a single Unit.

22. No games courts shall be permitted on a Unit without the prior approval of the Architectural Review Committee.

23. No trampolines will be permitted on a Unit. Children's play equipment may be permitted only after submitting a request for approval and receiving written approval from the Architectural Review Committee.

24. An outside electric eye pole light must be installed in each Unit prior to the completion of the dwelling Unit and must be maintained thereafter. The pole light must be lighted at all times, from sundown to sunup; it must be regulated by an automatic day and night switch or photocell, and it must have at least a one hundred (100) watt bulb. The pole light shall be wired directly to the electric panel box and shall not have an in-line switch.

25. Solar collection panels shall not be permitted.

26. No Unit may be used as a means of access, ingress, egress or regress to or from any other real estate, except with Declarant's written consent, which may be withheld for any reason.

27. Each Unit Owner shall refrain from interference with natural drainage courses and swales within the Planned Community.

28. Developer and Declarant shall have the sole right to erect, maintain and operate real estate sales, management and/or construction offices on any part of the Property and/or in any dwelling house now or hereinafter erected on any Unit provided such offices are solely used and operated in connection with the development of the Property or the building of structures on the Units, or the management, rental or sale of any part of the Unit, or of structures now or hereafter erected thereon, but no part of the Property, nor any part of any dwelling now or hereafter erected thereon, shall be used for any of the aforesaid purposes set forth in this paragraph without written consent and approval of Declarant, in his sole, reasonable discretion, being first had and obtained. Successor Declarant shall not enjoy the rights granted by this paragraph unless instrument signed by Declarant, expressly granting such right has been recorded in the Centre County Recorder of Deeds.

29. These conditions, reservations, covenants, and restrictions shall apply to all Units shown on the aforesaid Subdivision Plan whether vacant or improved and to all structures erected or to be erected thereon as well as to the alteration or improvement of or addition to any such structures.

30. Enforcement of these covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate

any covenant either to restrain violation or to recover damages. Non-compliance to violations shall be assessed violation fees of up to $50.00 per day and fifteen percent (15%) interest, plus any court, magistrate, penalties, fines and attorney fees incurred by the Association in the process of enforcing compliance of the violation.

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

32. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

8.1.2 Survival of Article VIII.

The uses, restrictions, and architectural standards as set forth in this Article VIII shall survive the termination of the Planned Community. It is the intent of Declarant that the use restrictions shall run with the land.

ARTICLE IX
LEASING

Section 9.1 Rental of Units.

The Unit Owner of any Unit may not lease his respective property as an investment and the Unit Owner must occupy the Unit, except as set forth below:

9.1.1 Unit Owner may lease his Unit for any periods when the Unit Owner is on an extended vacation. Any lease between a Unit Owner and a lessee must be in writing and shall not be for a term of less than ninety (90) days.

9.1.2 The lease shall state that it is subject in all respect to, and that the lessee shall comply with, all of the provisions of the Declaration, Rules and Regulations, and By-Laws and that failure of the lessee to comply with any of the terms of the aforementioned documents shall be a default under the lease.

9.1.3 The lease shall in no way relieve the Unit Owner of any duty or obligation imposed by this Declaration.

9.1.4 All leases must be approved by the Executive Board of the Association, or its assign.

ARTICLE X
BUDGETS; COMMON EXPENSES; ASSESSMENTS; AND ENFORCEMENT

Section 10.1 Definition of Common Expenses. Common Expenses shall include:

10.1.1 Expenses of administration, maintenance, and repair or replacement of the Common Elements and/or Controlled Facilities; and

10.1.2 Expenses declared to be Common Expenses by the Planned Community documents or the Act; and

10.1.3 Expenses agreed upon as Common Expenses by the Association; and

10.1.4 Such reserves as may be established by the Association, whether held in trust or by the Association, for repair, replacement or addition to the Common Elements and/or Controlled Facilities or any real or personal property acquired or held by the Association.

Section 10.2 Apportionment of Common and Limited Common Expenses.

All Common Expenses shall be assessed against all Units in accordance with their respective Percentage Interests as shown on Exhibit "B," as defined in Article II of this Declaration. Common Expenses related to Limited Common Elements or Limited Controlled Facilities are assessed in equal shares against the Unit to which the Limited Common Elements or Limited Controlled Facilities were assigned at the time.

All Common Expenses assessed by the Master Association to be paid by this Sub Association shall be assessed against all Units in accordance with their respective Percentage Interests as stated in Article II, Section 2.2 of this Declaration and any amendments thereto.

Section 10.3 Annual Payments.

All Common Expense assessments made in accordance with Sections 2.1 and 10.2 of this Declaration to meet the requirements of the Association's annual budget shall be on a calendar year basis, payable in one (1) annual payment, which shall be due and payable to the Association, on or before, and no later than January 31st of each year. Special assessments shall be due and payable as set forth by the Executive Board.

Assessments for the first year shall be prorated from the date of settlement, utilizing the annual budget assessment schedule, for that current year, which shall

be established by the Executive Board and used in the computation of the first year assessment amount due.

Section 10.4 Payments from the Sub Association to the Master Association.
All Common Expense assessments made according to Section 2.2 to meet the Sub Association's payment for the Master Association's annual budgets, shall be paid by the Sub Association to the Master Association on a Quarterly basis, payable in four (4) annual payments, which payments shall be due to the Master Association by the dates of March 15th, June 15th, September 15th and December 15th each year. Special assessments shall be due and payable as set forth by the Executive Board.

Section 10.5 Initial Capitalization Fees.

During the Declarant Control Period, Declarant reserves the right to charge an Initial Capitalization Fee for each Unit sold in the Planned Community. At the conclusion of the Declarant Control Period, the Executive Board may determine the amount of Initial Capitalization Fees.

The Initial Capitalization Fee shall be paid immediately upon transfer of the Deed for a Unit and shall be a one time fee used by the Association for capital expenses and improvements in starting and maintaining the Association.

The amount of the Initial Capitalization Fee shall be set by the annual Association Budget, and disclosed in a Public Offering Statement or Resale Certificate provided by the Declarant or the Association.

Section 10.6 Subordination of Certain Charges.

Any fees, charges, late charges, fines, and interest which may be levied by the Executive Board pursuant to Section 5302 (a), (10), (11), and (12) of the Act, shall be subordinate to the lien of a Permitted Mortgage on a Unit.

Section 10.7 Surplus.

Any amounts accumulated from assessments for General Common Expenses and income from the operation of the Common Elements to which such General Common Expenses pertain in excess of the amount required for actual General Common Expenses shall be held by the Association as reserves for future General Common Expenses.

Section 10.8 Assignment of Income Rights.

The Association may assign rights to future income, including payments made on account of assessments for General Common Expenses and Limited Common

Expenses, to secure any loan obtained by the Association for repairs, replacements, or capital improvements to the Common Elements.

Section 10.9 Special Allocation of Expenses.

10.9.1 Any Common Expenses associated with the maintenance, repair, or replacement of a Limited Common Element or Limited Controlled Facility shall be assessed in equal shares against the Units to which that Limited Common Element or Limited Controlled Facility was assigned at the time the expense occurred.

10.9.2 Any Common Expense benefiting fewer than all of the Units shall be assessed exclusively against the Units benefited.

10.9.3 The costs of insurance shall be assessed in proportion to risk, and the costs of utilities that are separately metered to each Unit shall be assessed in proportion to usage.

10.9.4 If a Common Expense is caused by the negligence or misconduct of any Unit Owner, the Association may assess that expense exclusively against his Unit.

Section 10.10 Commencement of Common Expense Assessments.

Common Expense assessments shall commence upon conveyance of a Unit to a third-party purchaser for value from the Declarant. **The Declarant will not be responsible for dues on Units not yet sold to a third-party purchaser for value unless the Declarant uses a Unit as a model home or sales office.**

Section 10.11 Personal Liability of Unit Owners.

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

Section 10.12 No Waiver of Liability for Common Expenses.

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

Section 10.13 Acceleration of Assessments.

In the event of default by the Unit Owner for a period of ten (10) days in the payment of any assessment levied against the Unit Owner's Unit, the Executive Board of the Association shall have the right to declare all unpaid assessments for

the pertinent fiscal year to be immediately due and payable. Further, a late fee of fifteen percent (15%) of the total fee annually, on the delinquency, and a penalty of Five Dollars ($5.00) per day will be assessed. In addition, attorney's fees equal to fifteen percent (15%) of the total due and payable shall be assessed.

Section 10.14 Confessions of Judgment.

IN ORDER TO EXPEDITE THE EXECUTIVE BOARD'S COLLECTION OF ANY DELINQUENT ASSESSMENT, EACH UNIT OWNER (BY ACCEPTANCE OF THE DEED TO HIS UNIT) SHALL BE DEEMED TO HAVE APPOINTED ANY ONE OR MORE EXECUTIVE BOARD MEMBERS, THE ATTORNEY-IN-FACT FOR SUCH UNIT OWNER TO CONFESS JUDGMENT AGAINST SUCH UNIT OWNER IN ANY COURT OF COMPETENT JURISDICTION IN PENNSYLVANIA, FOR ANY SUCH UNPAID ASSESSMENTS, WHICH APPOINTMENT (BEING FOR SECURITY) SHALL BE IRREVOCABLE; AND FOR SO DOING A COPY OF THIS SECTION 10.14 AND SAID DEED, BOTH VERIFIED BY AFFIDAVIT, SHALL BE A SUFFICIENT WARRANT. THE AUTHORITY GRANTED HEREIN TO CONFESS JUDGMENT SHALL NOT BE EXHAUSTED BY ANY EXERCISE THEREOF BUT SHALL CONTINUE FROM TIME TO TIME AND ALL TIMES UNTIL THIS DECLARATION SHALL BE TERMINATED.

Section 10.15 Lien.

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

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

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

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

10.15.5 Any fees, including attorney's fees, late charges, fines, and interest which may be levied by the Executive Board pursuant to Section 5301 (a) (10), (11), and (12) of the Act, shall be subordinate to the lien of a first mortgage on a Unit.

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

10.15.7 This Section does not prohibit actions to recover sums for which this Section creates a lien or prohibit the Association from taking a deed in lieu of foreclosure.

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

10.15.9 A lien for unpaid assessments is extinguished unless proceedings to enforce the lien are instituted within three (3) years after the assessments become payable; provided, that if an Owner of a Unit subject to a lien under this Section files a petition for relief under the United States Bankruptcy Code, the period of time for instituting proceedings to enforce the automatic stay of proceedings under Section 362, or succeeding Sections if amended, of the Bankruptcy Code is lifted.

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

Section 10.16 Association Records.

The Association shall keep financial records sufficiently detailed to enable the Association to comply with Section 5407 of the Act. All financial and other records shall be made reasonably available for examination by any Unit Owner and his authorized agents.

Section 10.17 Statement of Unpaid Assessments.

On written request, the Association shall furnish to a Unit Owner a statement in recordable form setting forth the amount of unpaid assessments currently levied against the Unit and any credits of surplus in favor of his Unit as required by Section 5315 (h) of the Act. The statement shall be furnished within ten (10) business days after receipt of the request and is binding on the Association, the Executive Board, and every Unit Owner.

ARTICLE XI
RIGHTS OF PERMITTED MORTGAGEES

Section 11.1 Reports and Notices.

Upon the specific written request of a holder of a mortgage on a Unit or its servicer to the Executive Board, the mortgagee shall be entitled to receive some or all or the following as designated in the request:

11.1.1 Copies of budgets, notices of assessment, or any other notices or statements provided under this Declaration by the Executive Board to the Owner of the Unit covered by the mortgage;

11.1.2 Any audited or unaudited financial statements of the Association which are prepared for the Association and distributed to the Unit Owners;

11.1.3 Copies of notices of meetings of the Unit Owners and the right to designate a representative to attend such meetings;

11.1.4 Notice of the decision of the Unit Owners to make any material amendment to this Declaration;

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

11.1.6 The right to examine the books and records of the Executive Board at any reasonable time; or

11.1.7 Notice of any decision by the Executive Board to terminate professional management and assume self-management of the Property.

The request of a mortgagee or its servicer shall specify which of the above items it desires to receive and shall indicate the address to which any notices or documents shall be sent by the Executive Board. The Executive Board need not inquire into the validity of any request made by a mortgagee hereunder.

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

ARTICLE XII
EXECUTIVE BOARD; DECLARANT'S RIGHTS; SPECIAL DECLARANT RIGHTS

Section 12.1 Overview.

12.1.1 There shall be an Executive Board for the Association. The number of Executive Board members of the Association shall be five (5), of which three (3) shall be Initial Directors/ Executive Board members, and two (2) Executive Board member positions shall be added per Article XII, Section 12.2.2.

Section 12.2 Control.

Subject to the provisions below, Declarant's control of the Association will extend from the date of the first conveyance of Unit to a person other than a Declarant for a period of not more than seven (7) years, provided, however, that notwithstanding the foregoing Declarant's control shall terminate regardless no later than the earlier of sixty (60) days after conveyance of seventy-five percent (75%) of the Units which may be created to Unit Owners other than the Declarant, two (2) years after all Declarant's have ceased to offer Units for sale in the ordinary course of business, or two (2) years after any development right to add new Units was last exercised.

12.2.1 Until the sixtieth (60^{th}) day after conveyance of twenty-five percent (25%) of the Units, which may be created to Unit Owners other than Declarant, Declarant shall have the right to appoint and remove any and all officers and members of the Executive Board. Declarant may not unilaterally remove any members of the Executive Board elected by Unit Owners other than Declarant.

12.2.2 Not later than sixty (60) days after conveyance of twenty-five percent (25%) of the Units which may be created to Unit Owners other than Declarant, one (1) additional Executive Board member, who shall comprise not less than twenty-five percent (25%) of the Executive Board, shall be elected by Unit Owners other than Declarant. Not later than sixty (60) days after conveyance of fifty percent (50%) of the Units, which may be created to Unit Owners other than Declarant, one (1) additional Executive Board member, who shall comprise not less than thirty-three percent (33%) of the members of the Executive Board, shall be elected by Unit Owners other than Declarant.

Section 12.3 Declarant Rights.

Declarant reserves unto itself all Special Declarant Rights as defined in Section 5103 of the Act and as defined under Section 1.4.2(BB) of this Declaration, now or as amended in the future.

ARTICLE XIII
LIMITATION OF LIABILITY

Section 13.1 Standard of Conduct.

13.1.1 In the performance of their duties, the officers and members of the Executive Board shall stand in a fiduciary relation to the Association and shall perform their duties, including duties as members of any committee of the Board upon which they may serve, in good faith, in a manner they reasonably believe to be in the best interests of the Association and with such care, including reasonable inquiry, skill and diligence, as a person of ordinary prudence would use under similar circumstances.

13.1.2 In discharging the duties of their respective positions, the Executive Board members and officers may, in considering the best interests of the Association, consider the effects of any action upon employees, upon suppliers of the Association, upon communities in which the Planned Community is located, and all other pertinent factors. The consideration of those factors shall not constitute a violation of the standards described above.

13.1.3 Absent breach of fiduciary duty, lack of good faith or self-dealing, actions taken as an Executive Board member or officer, or any failure to take any action shall be presumed to be in the best interest of the Association.

Section 13.2 Good Faith Reliance.

In performing his duties, an officer or member of the Executive Board shall be entitled to rely in good faith on information, opinions, reports, or statements, including financial statements and other financial data, in each case prepared or presented by any of the following:

13.2.1 One or more other officers or employees of the Association whom the officer of Executive Board member reasonably believes to be reliable and competent in the matter presented.

13.2.2 Counsel, public accountants, or other persons as to matters which the officer or member of the Executive Board reasonably believes to be within the professional or expert competence of such person.

13.2.3 A committee of the Executive Board upon which he does not serve, duly designated in accordance with law, as to matters, within its designated authority, which committee the officer or member of the Executive Board reasonably believes to merit confidence.

An officer or member of the Executive Board shall not be considered to be acting in good faith if he has knowledge concerning the matter in question that would cause his reliance to be unwarranted.

Section 13.3 Limited Liability.

No Executive Board member or officer, in his capacity as such, shall be personally liable for monetary damages for any action taken, or any failure to take any action, unless he has breached or failed to perform the duties of his office under the standards described above; provided, however, that the provisions of this Section 13.3 shall not apply to the responsibility or liability of an Executive Board member or officer pursuant to any criminal statute, or to the liability of an Executive Board member or officer for the payment of taxes pursuant to local, state, or federal law.

Section 13.4 Indemnification.

To the extent permitted under Pennsylvania law, each member of the Executive Board, in his capacity as an Executive Board member, officer, or both, shall be indemnified by the Association against all expenses and liabilities, including attorney's fees, reasonable incurred by or imposed upon him in connection with any proceeding in which he may become involved by reason of his being or having been a member and/or officer of the Executive Board, or any settlement of any such proceeding, whether or not he is an Executive Board member, officer, or both at the time such expenses are incurred, except in such cases wherein such Executive Board member and/or officer is adjudged to be in breach of the standards of conduct described above; provided that, in the event of a settlement, this indemnification shall apply only if and when the Executive Board (with the affected member abstaining if he is then an Executive Board member and/or officer) approves such settlement and reimbursement as being in the best interests of the Association; and provided further that, indemnification hereunder with respect to any criminal action or proceeding is permitted only if such Executive Board member and/or officer had no reasonable cause to believe his conduct was unlawful. The indemnification by the Unit Owners set forth in this Section 13.4 shall be paid by the Association on behalf of the Unit Owners and shall constitute a Common Expense and shall be assessed and collectible as such. Such right of indemnification shall not be deemed exclusive of any other rights to which such Executive Board member and/or officer may be entitled as a matter of law or agreement or by vote of the Unit Owners or otherwise.

To the extent permissible under Pennsylvania law, expenses incurred by an Executive Board member and/or officer in defending a civil or criminal action, suite, or proceeding shall be paid by the Association in advance of the final disposition of such action, suit, or proceeding upon the request of the Executive Board member and/or officer, after the Association has received an undertaking

by or on behalf of such person to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Association.

Section 13.5 Directors & Officers Insurance.

The Executive Board shall obtain and maintain insurance to satisfy the indemnification obligation of the Association and all Unit Owners set forth in Section 13.4 above, if and to the extent available at reasonable cost.

ARTICLE XIV
INSURANCE

Section 14.1 Insurance to be Carried by Association.

Commencing not later than the time of the first conveyance of a Unit to a person other than a Declarant, the Association shall maintain, to the extent reasonably available, all of the following:

14.1.1 Property insurance on the Common Facilities, Controlled Facilities, and Limited Controlled Facilities insuring against all common risks of direct physical loss. The total amount of insurance after application of any deductibles shall not be less than ninety percent (90%) of the actual cash value of the insured Property, exclusive of land, excavations, foundations, and other items normally excluded from property policies.

14.1.2 Comprehensive general liability insurance, including medical payments insurance, in an amount determined by the Executive Board covering all occurrences commonly insured against for death, bodily injury, and property damage, arising out of or in connection with the use, ownership, or maintenance of the Common Elements.

14.1.3 If the insurance described herein above is not maintained, the Association promptly shall cause notice of that fact to be hand delivered or sent prepaid by United States mail to all Unit Owners. The Association may carry any other insurance it deems appropriate to protect the Association or Unit Owners.

14.1.4 The policy terms of the insurance shall be in accordance with Section 5312 (d) of the Act.

IN WITNESS WHEREOF, the said Declarant, has executed this Declaration this 27th day of November, 2019.

WITNESS

Pinnacle Development, LLC

By: _____
Robert E. Poole, Jr., President/Managing Member

Pinnacle Development 2, LLC

By: _____
Robert E. Poole, Jr., Managing Member

Pinnacle Development 2/ Gregory Limited Liability Company I Joint Venture

By: _____
Robert E. Poole, Jr., Managing Member

s:worddocs\S&A\S&A Files\A-555.330 Honors Crossing II/A-555.330 Restatement of Declaration

COMMONWEALTH OF PENNSYLVANIA :
: ss.
COUNTY OF CENTRE :

On this, the 27th day of November, 2019, before me, a Notary public, in and for said Commonwealth, personally appeared, Robert E. Poole, Jr., who, after being duly sworn according to law, deposes and says that he is the President/Managing Member of Pinnacle Development, LLC, that he is authorized to execute the Declaration for the purpose therein contained.

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

Commonwealth of Pennsylvania – Notary Seal
DEBRA A YOUNG – Notary Public
Centre County
My Commission Expires Feb 6, 2022
Commission Number 1326679

Debra A Young
NOTARY PUBLIC
My Commission Expires: February 6, 2022

COMMONWEALTH OF PENNSYLVANIA :
: ss.
COUNTY OF CENTRE :

On this, the 27th day of November, 2019, before me, a Notary public, in and for said Commonwealth, personally appeared, Robert E. Poole, Jr., who, after being duly sworn according to law, deposes and says that he is the Managing Member of Pinnacle Development 2, LLC, that he is authorized to execute the Declaration for the purpose therein contained.

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My Commission Expires Feb 6. 2022
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Debra A Young
NOTARY PUBLIC
My Commission Expires: February 6, 2022

EXHIBIT "A"

ALL that certain land or piece of ground lying, being and situate in the Township of Patton, County of Centre, Commonwealth of Pennsylvania, being more particularly bound and described as follows:

BEGINNING at a point of land being along the northeastern edge of the right-of-way for Beaumanor Road and lands designated as the Ivy Ridge Condominium, thence along said right-of-way North 39 degrees 44 minutes 06 seconds West for a distance of 25.45 feet to a point; thence from said point and across said right-of-way South 50 degrees 15 minutes 54 seconds West for a distance of 178.81 feet to a point; thence from said point South 43 degrees 27 minutes 59 seconds East for a distance of 303.90 feet to a point along lands designated as Collegiate Station Condominium; thence continuing along said lands from said point South 47 degrees 50 minutes 23 seconds West for a distance of 162.97 feet to a point; thence from said point along a curve to the right having a radius of 800.00 feet, an arc of 25.68 feet, and a chord bearing of South 41 degrees 14 minutes 26 seconds East for a distance of 25.68 feet to a point; thence from said point South 47 degrees 48 minutes 46 seconds West for a distance of 170.53 feet to a point along lands designated as the Honors Crossing Planned Community; thence continuing along said lands South 41 degrees 26 minutes 47 seconds West for a distance of 225.45 feet to a point; thence from said point South 22 degrees 40 minutes 46 seconds West for a distance of 212.25 feet to a point; thence from said point South 4 degrees 19 minutes 33 seconds West for a distance of 122.79 feet to a point; thence from said point along a curve to the right having a radius of 325.00 feet, an arc of 67.45 feet, and a chord bearing of South 79 degrees 43 minutes 42 seconds East for a distance of 67.33 feet to a point; the from said point along a curve to the right having a radius of 14.00 feet, an arc of 23.57 feet, and a chord bearing of South 25 degrees 33 minutes 05 seconds East for a distance of 20.88 feet to a point; thence from said point South 22 degree 40 minutes 46 seconds West for a distance of 103.05 feet to a point; thence from said point along a curve to the right having a radius of 290.00 feet, an arc of 17.68 feet and a chord bearing of South 24 degrees 25 minutes 33 seconds West for a distance of 17.68 feet to a point; thence from said point North 65 degrees 20 minutes 04 seconds West for a distance of 54.95 feet to a point; thence from said point South 83 degrees 45 minutes 58 seconds West for a distance of 50.08 feet to a point; thence from said point South 71 degrees 36 minutes 33 seconds West for a distance of 50.31 feet to a point; thence from said point South 55 degrees 27 minutes 19 seconds West for a distance of 357.16 feet to a point; thence from said point South 76 degrees 36 minutes 18 seconds West for a distance of 72.24 feet to a point; thence from said point North 15 degrees 48 minutes 22 seconds West for a distance of 278.71 feet to a point; thence from said point North 55 degrees 27 minutes 19 seconds East for a distance of 471.72 feet to a point; thence from said point North 40 degrees 45 minutes 59 seconds East for a distance of 51.53 feet to a point; thence from said point North 34 degrees 32 minutes 41 seconds West for a distance of 306.93 feet to a point along lands now or formerly of State College Friends, LP; thence along said lands North 24 degrees 35 minutes 43 seconds East for a distance of 692.13 feet to a point; thence from said point North 15 degrees 46 minutes 21 seconds West for a distance of 175.68 feet to a point along lands now or formerly of Woodledge Drive Cluster; thence along said lands North 60 degrees 02 minutes 33 seconds East for a distance of 361.31 feet to a point along lands now or formerly of Brian D. and Tiffany C. Brushwood; thence along said lands South 38 degrees 52 minutes 40 seconds East for a distance of 195.03 feet to a point; thence from said point and along lands now or formerly of

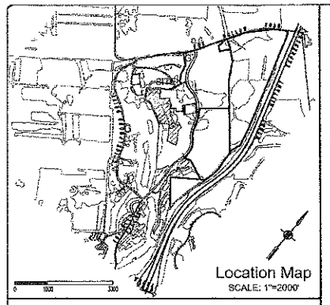
Michael C. Wallace and continuing along lands now or formerly of Gregory C. and Laura F. Tyson South 47 degrees 36 minutes 36 seconds East for a distance of 169.00 feet to a point; thence from said point and along lands now or formerly of Sharon E. Teaman South 31 degrees 50 minutes 49 seconds East for a distance of 57.25 feet to a point along lands designated as the Ivy Ridge Condominium; thence along said lands South 50 degrees 15 minutes 54 seconds West for a distance of 135.30 feet to a point being the place of **BEGINNING**.

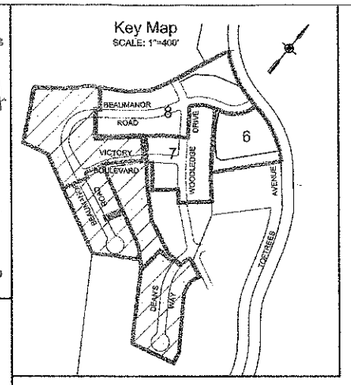
SAID legal description taken from Honors Crossing II Declaration Plat prepared by PennTerra Engineering dated May 29, 2019.

EXHIBIT "B"

Unit Number	Percentage Interest	Voting Interest	
21	1.85%	1	
22	1.85%	1	
23	1.85%	1	
24	1.85%	1	
25	1.85%	1	
26	1.85%	1	
27	1.85%	1	
28	1.85%	1	
29	1.85%	1	
30	1.85%	1	
31	1.85%	1	
32	1.85%	1	
33	1.85%	1	
34	1.85%	1	
35	1.85%	1	
36	1.85%	1	
37	1.85%	1	
38	1.85%	1	
201	1.85%	1	
202	1.85%	1	
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226	1.85%	1	
227	1.85%	1	
228	1.85%	1	
229	1.85%	1	
230	1.85%	1	
231	1.85%	1	
232	1.85%	1	
233	1.85%	1	
234	1.85%	1	
235	1.85%	1	
238	1.85%	1	
54	**100%**	**54**	**TOTAL**

NAC/ Apple Lane

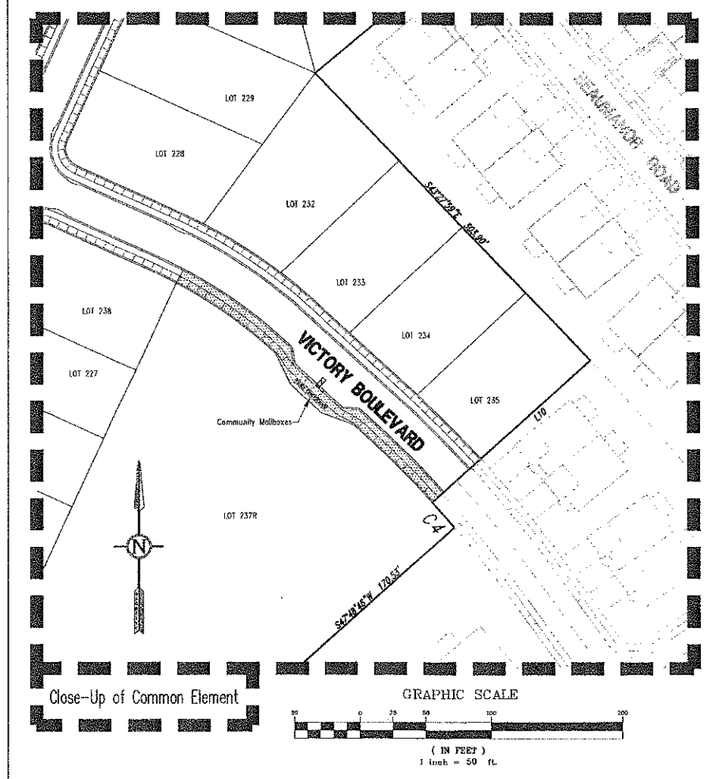




I HEREBY CERTIFY THAT, TO THE BEST OF MY KNOWLEDGE, THIS DECLARATION PLAT CONTAINS ALL INFORMATION REQUIRED BY TITLE 68, PART 2 SUBPART D, CHAPTER 32, SECTION 3210 OF THE PENNSYLVANIA CONSOLIDATED STATUES

C. Anthony Fruchtl 6-6-19

C. Anthony Fruchtl, PE PE # 062413 DATE



EXISTING LINE TABLE

LINE	DIRECTION	LENGTH
L1	N 65° 20' 04" W	54.95
L2	S 83° 45' 58" W	50.08
L3	S 71° 38' 33" W	50.31
L4	S 76° 38' 18" W	72.24
L5	N 40° 45' 59" E	51.53
L6	S 31° 50' 49" E	57.25
L7	S 50° 15' 54" W	135.30
L8	N 39° 44' 06" W	25.45
L9	S 50° 15' 54" W	178.81
L10	S 47° 50' 23" W	162.97
L11	S 4° 19' 33" W	122.79

EXISTING CURVE TABLE

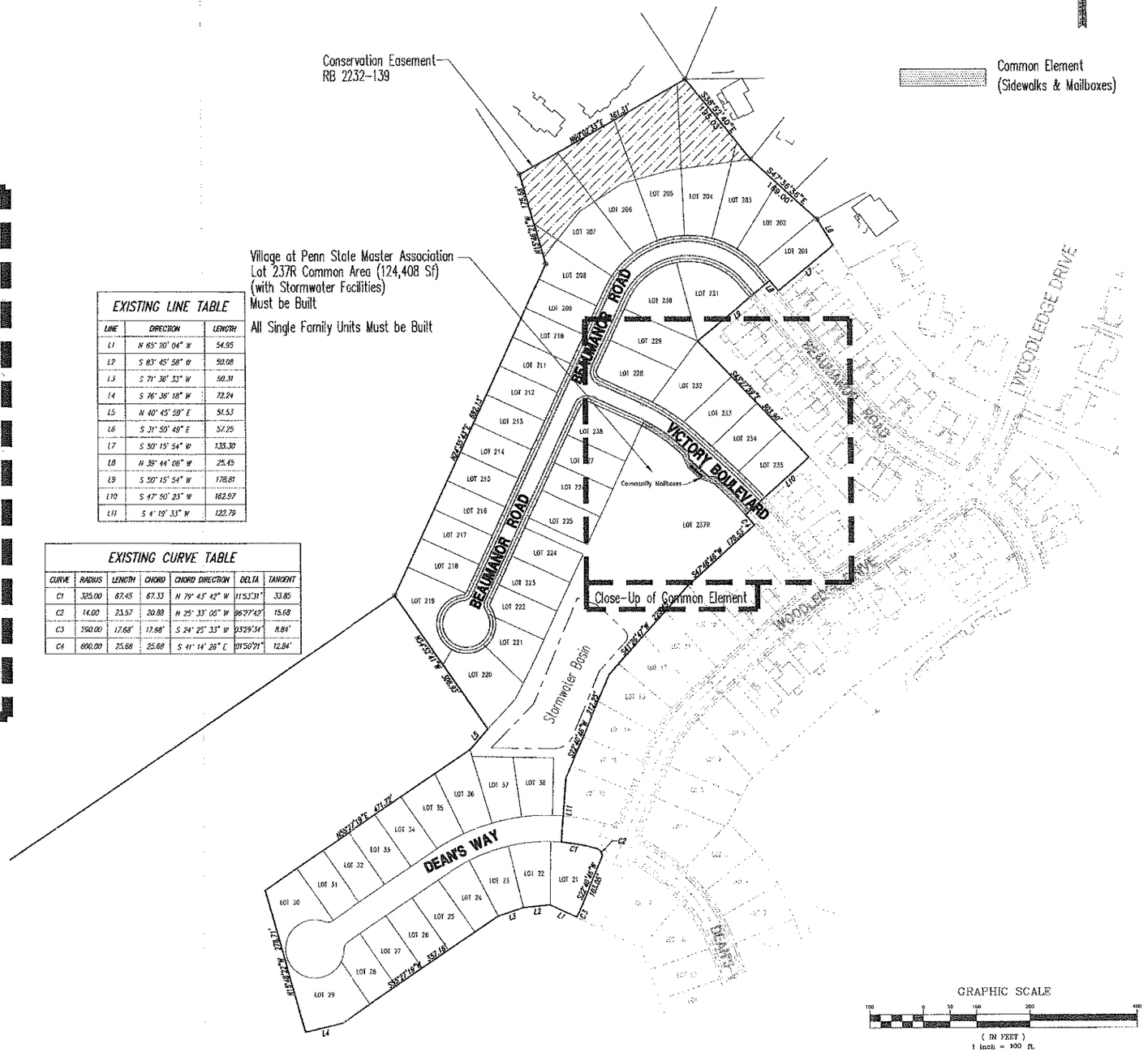
CURVE	RADIUS	LENGTH	CHORD	CHORD DIRECTION	DELTA	TANGENT
C1	325.00	87.45	87.33	N 79° 43' 42" W	11°53'31"	33.85
C2	14.00	23.57	20.88	N 25° 33' 05" W	96°27'42"	15.68
C3	250.00	17.68'	17.68'	S 24° 25' 33" W	03°29'34"	8.84'
C4	800.00	25.68	25.68	S 41° 14' 26" E	01°50'21"	12.84'

Conservation Easement
RB 2232-139

Village at Penn State Master Association
Lot 237R Common Area (124,408 Sf)
(with Stormwater Facilities)
Must be Built

All Single Family Units Must be Built

Common Element
(Sidewalks & Mailboxes)



PennTerra
ENGINEERING INC.
3075 ENTERPRISE DRIVE
STATE COLLEGE, PA
16801
PH: 814-231-8285
Fax: 814-237-2308
WWW.PENNTERRA.COM

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COMMONWEALTH OF PENNSYLVANIA
REGISTERED PROFESSIONAL
C. ANTHONY FRUCHTL
ENGINEER
PE-062413
Seal

Designer JLS
Draftsman MR, RRR, JJA
Proj.Manager CAF
Surveyor BRK
Perimeter Ck.
Book Pg
Index P:\Active\01172-6\dwg\01172-6\dwg\01172-6-Honors II Sec Plat.dwg

Date Description
REVISIONS

The Village at Penn State
PATTON TOWNSHIP
CENTRE COUNTY
PENNSYLVANIA

Pinnacle Development
2121 Old Gatesburg Road
State College, PA 16803

HONORS CROSSING II
PLANNED COMMUNITY

RESTATED DECLARATION PLAT
EXHIBIT "C"

THE VILLAGE AT PENN STATE MASTER PLANNED COMMUNITY

PROJECT NO.
01172-6
DATE
MAY 29, 2019
SCALE
1" = 100'
SHEET NO.
1 OF 1

P:\Active\01172-6\dwg\01172-6-Honors II Sec Plat-Revised (2018-5-30).dwg, 5/29/2019 10:49:49 AM, 1:1

Return to:
Apple Leaf Abstracting & Settlement Co
28 West Middle Street
Gettysburg, PA 17325

8-5
2900

NAC

R 02244-0057 Dec 30, 2019
PINNACLE DEVELOPMENT LLC
HONORS CROSSING II
12-30-2019
16:01:27
AMEN 8 pgs RECORDER OF DEEDS

The Village at Penn State, a Pennsylvania Master Planned Unit Development.

10th Amendment to Restate Conversion of Convertible/ Withdrawable Real Estate and Add Additional Real Estate known as Honors Crossing II

WHEREAS, by a Master Declaration of Planned Unit Development dated August 13, 2003 and recorded September 9, 2003 in the Office of the Recorder of Deeds in and for Centre County, Pennsylvania in Record Book 1596 at Page 441 and Map Drawer Record Book 1596 at Page 441, **Pinnacle Development, LLC.** (hereinafter "Declarant") caused to be created, pursuant to Pennsylvania's Uniform Planned Community Act at 68 Pa. C.S.A Section 5101 et seq. (hereinafter "Act"), a Master Planned Unit Development known as **The Village at Penn State Master Planned Unit Development**; and

WHEREAS, by a Sub-Planned Community Declaration dated September 27, 2017 and recorded October 5, 2017 in the Office of the Recorder of Deeds in and for Centre County at Record Book 2206 at Page 287, Declarant caused to be created, pursuant to the Act, a Sub-Planned Community Development known as **Honors Crossing II**; and

WHEREAS, said Declaration for Honors Crossing II has been amended by a Restatement of Declaration dated 11-27-19 and recorded December 30, 2019 in the Office of the Recorder of Deeds in and for Centre County at Record Book 2244 at Page 56; and

WHEREAS, by a 9th Amendment to Convert Convertible/ Withdrawable Real Estate and Add Additional Real Estate known as Honors Crossing II, dated September 27, 2017 and recorded October 5, 2017 in the Office of the Recorder of Deeds in and for Centre County at Record Book 2206 at Page 288, the lands of the Honors Crossing II Planned Community were added to the The Village at Penn State Master Planned Unit Development; and

WHEREAS, pursuant to Section 5219 of the Act, Declarant desired to restate said 9th Amendment and Declaration Plat to make a technical correction and conform to the approved Phase 9 – Preliminary/ Final Subdivision Plan for The Village at Penn State, prepared by PennTerra Engineering, Inc., dated June 1, 2018, rev. March 1, 2019, and recorded in the Office of the Recorder of Deeds in and for Centre County in Plat Book 94 at Page 103: and

NOW THEREFORE, Declarant declares as follows:

I. That the area of land as set forth in Exhibit "A" attached hereto and incorporated by reference, is added and converted and will hereinafter become a part of *Honors Crossing II,* a Sub-Planned Community Development, having a Restatement of Declaration dated 11-27-19, 2019 and recorded December 30, 2019, 2019 in the Office of the Recorder of Deeds in and for Centre County at Record Book 2244 at Page 56.

II. That the amended Exhibit "D" to the Declaration for The Village at Penn State Master Planned Unit Development filed in Map Drawer to Record Book 1596 at Page 441, as amended, is further amended and a new Tenth Amended Declaration Plat attached hereto as Exhibit "D", is substituted in its place.

III. That the area of land designated as Stormwater Detention Basin Lot No. 237R within Honors Crossing II as set forth on the aforementioned amended Exhibit "D" is a Master Common Element and shall be maintained by the Master Association for The Village at Penn State.

IV. All other terms and conditions of the Declaration for The Village at Penn State Master Planned Unit Development as filed in Record Book 1596 at Page 441, as amended, and the Restatement of Declaration for Honors Crossing II Planned Community, are reaffirmed by this Tenth Amendment and shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused the document to be executed this 27th day of November, 2019.

DECLARANT

Witness:

Pinnacle Development, LLC

By: _____
Robert E. Poole, Jr., Managing Member

Witness:

Pinnacle Development 2, LLC

By: _____
Robert E. Poole, Jr., Managing Member

Witness:

Pinnacle Development 2/ Gregory Limited Liability Company I Joint Venture, LLC

By: _____
Robert E. Poole, Jr., Managing Member

COMMONWEALTH OF PENNSYLVANIA :
: ss.
COUNTY OF CENTRE :

On this, the 27 day of November 2019, before me, a Notary public, in and for said Commonwealth, personally appeared, **Robert E. Poole, Jr.**, who, after being duly sworn according to law, deposes and says that he is the President/Managing Member of Pinnacle Development, LLC, that he is authorized to execute the foregoing instrument for the purpose therein contained.

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

Commonwealth of Pennsylvania – Notary Seal
DEBRA A YOUNG – Notary Public
Centre County
My Commission Expires Feb 6, 2022
Commission Number 1326679

Debra A Young
NOTARY PUBLIC
My Commission Expires: February 6, 2022

COMMONWEALTH OF PENNSYLVANIA :
: ss.
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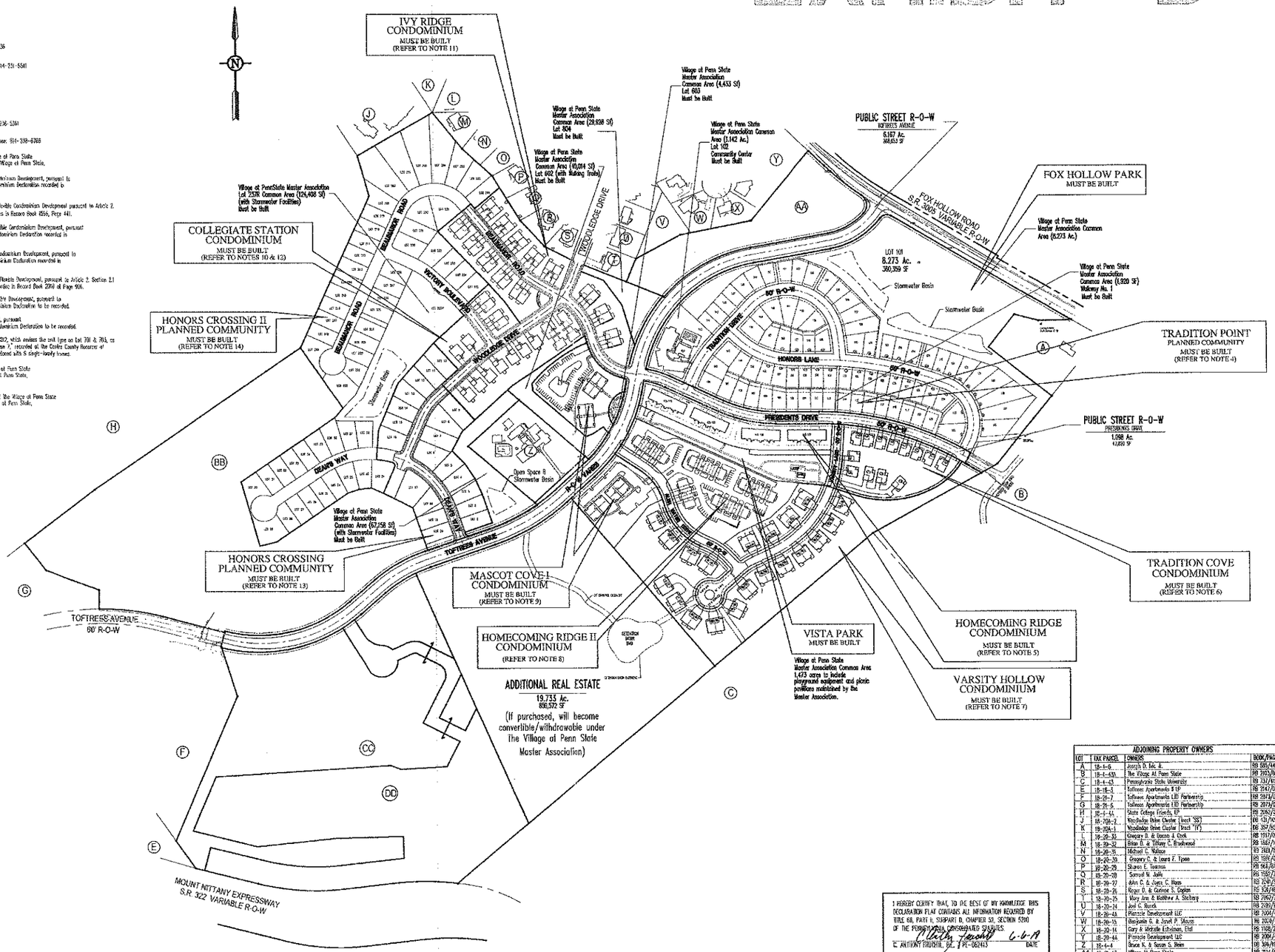
Commonwealth of Pennsylvania – Notary Seal
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Centre County
My Commission Expires Feb 6, 2022
Commission Number 1326679

Debra A Young
NOTARY PUBLIC
My Commission Expires: February 6 2022

EXHIBIT 'D'

General Notes:

1. This plan is a Declaration Plat for the Uniform Planned Community known as The Village at Penn State.
2. Signage and Mailbox locations within the Planned Community will be located within the Common Areas or R-O-W areas already noted on the Declaration Plat. Specific locations will be at the discretion of the Declarant and the Developer, here or otherwise.
3. Act 287:
   All utility locations should be verified prior to any construction, utility information and locations should be considered approximate. Contractor shall notify PA One Call prior to any excavation.
   a. Electric
      West Penn Power Company, 2800 E. College Ave., State College, PA 16801 – Phone: 814-231-5336
   b. Telephone
      Verizon-PA, Facility Management Center, 224 S.Atherton Street, State College, PA 16801 – Phone: 814-231-5541
   c. TV Cable
      Comcast, 60 Ecoplex Road, State College, PA 16801 – Phone: 814-238-5050
   d. Gas
      Columbia Gas, 2550 Corporate Drive, State College, PA 16801 – Phone: 814-278-5843
   e. Sanitary Sewer
      University Area Joint Authority, 1576 Spring Valley Road, State College, PA 16804 – Phone: 814-238-1261
   f. Water
      State College Borough Water Authority – 1201 West Branch Road, State College, PA 16868 – Phone: 814-238-6788
4. Facilities Point Sections 1A, 1E, & 1C shall become, pursuant to Article 2, Section 2.1, of The Village at Penn State Master Declaration, part of a Sub Plan Unit Development known as The Single Family Homes of The Village at Penn State, a Sub Planned Flexible Planned Community, Recorded in Record Book 1588 at Page 582.
5. Homecoming Ridge Section 1 shall become the Homecoming Ridge Condominium, a Sub Planned Condominium Development, pursuant to Article 2, Section 2.1 of the Village at Penn State, A Master Planned Unit Development, per a Condominium Declaration recorded in Record Book 1831, Page 4.
6. Tradition Cove, Phase 1 & Phase 2 shall become The Tradition Cove Condominium, A Sub Planned Flexible Condominium Development pursuant to Article 2, Section 2.1 of the Village at Penn State, A Master Planned Unit Development, per Declaration Recorded in Record Book 1556, Page 441.
7. Varsity Hollow, Phase 1 & Phase 2 shall become The Varsity Hollow Condominium, a Sub Planned Flexible Condominium Development, pursuant to Article 2, Section 2.1 of the Village at Penn State, a Master Planned Unit Development per a Condominium Declaration recorded in Record Book 1923, Page 258.
8. Homecoming Ridge Section 2 shall become the Homecoming Ridge II Condominium, a Sub Planned Condominium Development, pursuant to Article 2, Section 2.1 of the Village at Penn State, a Master Planned Unit Development per a Condominium Declaration recorded in Record Book 1935, Page 478.
9. Mascot Cove I, Phase 1, shall become the Mascot Cove I Condominium, a Sub Planned Conventional Flexible Development, pursuant to Article 2, Section 2.1 of the Village at Penn State, a Master Planned Unit Development per a Condominium Declaration recorded in Record Book 2049 at Page 908.
10. Collegiate Station shall become The Collegiate Station Condominium, a Sub Planned Conventional Flexible Development, pursuant to Article 2, Section 2.1 of the Village at Penn State, a Master Planned Unit Development per a Condominium Declaration to be recorded.
11. Ivy Ridge, shall become The Ivy Ridge Condominium, a Sub Planned Flexible Condominium Development, pursuant to Article 2, Section 2.1 of the Village at Penn State, a Master Planned Unit Development per a Condominium Declaration to be recorded.
12. Refer to the Water Revision Plan for Collegiate Station, by Pennterra Engineering and dated June 6, 2017, which revises the unit type on Lot 701 & 703, as opposed to a plan entitled "The Village at Penn State, Preliminary/Final Land Development Plan, Phase 1", recorded at the Centre County Recorder of Deeds office in Plat Book 81, Page 56. Sixteen of the previous approved quad-plex units will be replaced with 8 single-family homes.
13. The Village at Penn State Phase 1B shall become, pursuant to Article 2, Section 2.1, of The Village at Penn State Master declaration, part of a Sub Plan Unit Development known as Honors Crossing at The Village at Penn State, a Sub Planned Flexible Planned Community, Recorded in Record Book 83 at Page 37.
14. The Village at Penn State Phases 9, 1D and 1E, shall become, pursuant to Article 2, Section 2.1, of the Village at Penn State Master declaration, part of a Sub Plan Unit Development known as Honors Crossing II at The Village at Penn State, a Sub Planned Community, to be reserved.


IVY RIDGE CONDOMINIUM
MUST BE BUILT
(REFER TO NOTE 11)
COLLEGIATE STATION CONDOMINIUM
MUST BE BUILT
(REFER TO NOTES 10 & 12)
HONORS CROSSING II PLANNED COMMUNITY
MUST BE BUILT
(REFER TO NOTE 14)
HONORS CROSSING PLANNED COMMUNITY
MUST BE BUILT
(REFER TO NOTE 13)
MASCOT COVE I CONDOMINIUM
MUST BE BUILT
(REFER TO NOTE 9)
HOMECOMING RIDGE II CONDOMINIUM
(REFER TO NOTE 8)
ADDITIONAL REAL ESTATE
19.733 Ac.
859,572 SF
(If purchased, will become convertible/withdrawable under The Village at Penn State Master Association)
Village at PennState Master Association Lot 253R Common Area (126,438 SF) (with Stormwater Facilities) Must be Built
Village at Penn State Master Association Common Area (29,928 SF) Lot 804 Must be Built
Village at Penn State Master Association Common Area (40,014 SF) Lot 602 (with Walking Trails) Must be Built
Village at Penn State Master Association Common Area (4,453 SF) Lot 603 Must be Built
Village at Penn State Master Association Common Area (1.142 Ac.) Lot 102 Community Center Must be Built
Village at Penn State Master Association Common Area (67,158 SF) (with Stormwater Facilities) Must be Built
PUBLIC STREET R-O-W
KATHRYN AVENUE
6.167 Ac.
268,653 SF
FOX HOLLOW PARK
MUST BE BUILT
FOX HOLLOW ROAD
S.R. 3005
VARIABLE R-O-W
Village at Penn State Master Association Common Area (6.273 Ac.)
Village at Penn State Master Association Common Area (1.920 SF) Walkway No. 1 Must be Built
LOT 101
8.273 Ac. ±
360,359 SF
Stormwater Basin
Stormwater Basin
TRADITION POINT
PLANNED COMMUNITY
MUST BE BUILT
(REFER TO NOTE 4)
PUBLIC STREET R-O-W
PRESIDENTS DRIVE
1.098 Ac.
47,859 SF
TRADITION COVE CONDOMINIUM
MUST BE BUILT
(REFER TO NOTE 6)
HOMECOMING RIDGE CONDOMINIUM
MUST BE BUILT
(REFER TO NOTE 5)
VARSITY HOLLOW CONDOMINIUM
MUST BE BUILT
(REFER TO NOTE 7)
VISTA PARK
MUST BE BUILT
Village at Penn State Master Association Common Area 1,673 acres to include playground equipment and picnic pavilions maintained by the Master Association.
TOFTRESS AVENUE
60' R-O-W
MOUNT NITTANY EXPRESSWAY
S.R. 322 VARIABLE R-O-W
TOFTRESS AVENUE
PRESIDENTS DRIVE
HONORS LANE
TRADITION DRIVE
DEANS WAY
VICTORY BOULEVARD
BELLAMAR ROAD
NITTANY RIDGE DRIVE
Open Space 8 Stormwater Basin
Open Space 9 Stormwater Basin
Village at Penn State Master Association Common Area (67,158 SF) (with Stormwater Facilities) Must be Built
Stormwater Basin
Stormwater Basin
Stormwater Basin