

**SECOND AMENDED DECLARATION OF RESTRICTIONS,
COVENANTS AND EASEMENTS OF WOODGATE,
A PLANNED COMMUNITY**

This amended DECLARATION OF RESTRICTIONS, COVENANTS AND EASEMENTS (hereinafter the “Second Amended Declaration”) made this ____ day of _____, 2011 by Woodgate Homeowners’ Association, a Pennsylvania nonprofit corporation (the “Association”) amends, supersedes and replaces (i) the original Declaration of Restrictions, Covenants and Easements (“Original Declaration”) recorded on November 14, 1977 in the Chester County Recorder of Deeds Office in Misc. Book 402, page 520, et. seq., by WOODGATE, a Pennsylvania general partnership (hereinafter the “Declarant”) and (ii) the Amended Declaration of Restrictions, covenants and Easements recorded in the Chester County Recorder of Deeds Office in Misc. Book 471, page 49, et. seq. (“Amended Declaration”) on _____, 1979 by the Declarant. This Second Amended Declaration preserves and reiterates the Amendment of September 11, 1987, whereby the Chestnut Road entrance was closed.

WHEREAS, Declarant was formerly the owner of a certain parcel of land situate in Tredyffrin Township, Chester County, Pennsylvania consisting of approximately 6.43 acres (hereinafter the “Property”) which parcel of land was described in Exhibit “A” to the original Declaration and shown on a certain “Plan of Woodgate” recorded November 14, 1977 and prepared by Henry S. Conrey being Plan File Number 1383 (hereinafter the “Plan”) to which parcel of land the restrictions, covenants and easements created herein refer and apply.

WHEREAS, the Township (defined below) has been unable to locate the Plan, and, thus, all references to the Plan are for purposes of conforming with the prior versions of the Declaration.

WHEREAS, subsequent to the development of Woodgate (the “Community”) and the filing of the original Declaration and the Amended Declaration, the Pennsylvania Legislature adopted the “Pennsylvania Uniform Planned Community Act” (“UPCA”), 68 P.S. §5101, et. seq., hereinafter referred to as the “Act” or “UPCA,” with the Act becoming effective as of February 2, 1997.

WHEREAS, the Community meets the definition of a “planned community” pursuant to the provisions of the Act.

WHEREAS, Section 5102 of the Act authorizes the association of a planned community, created prior to the effective date of the UPCA, to bring the community within the purview of the UPCA in its entirety of the Act.

WHEREAS, the Association wishes to bring the community within the governance of the UPCA and this Second Amended Declaration, which shall serve to supersede the original Declaration and the Amended Declaration.

WHEREAS, this Second Amended Declaration is adopted pursuant to the current provisions of Article II, Section 5 (ii) of the Amended Declaration, which permits the Association to amend the Declaration at such time as six months has elapsed since the sale of the last Lot pursuant to the consent of 75% (45 Units) of the Unit owners approving such modification, amendment or termination. These amendments are intended to extinguish the rights and obligations of the Declarant, and to further set forth the rights and obligations of the Association, the Owners, the Mortgagees of any Owners and the Board of Supervisors of Tredyffrin Township (hereinafter the “Township”). Each such right and obligation relates to the sale and use of the Property.

WHEREAS, this Second Amended Declaration is intended to be a master document governing the Property, conforming with the requirements of the UPCA.

WHEREAS, Declarant erected on a portion of the Property six buildings (“Buildings”) totaling sixty (60) units. All such units were sold and conveyed at various times to various purchasers (“Owners”) with the remaining portions of the Property conveyed to the Association as Common Areas as hereinafter defined for the benefit of the Owners of the single family residential units.

WHEREAS, Declarant provided for the preservation and maintenance of the value, style of living and amenities on the Property and subjected the Property to certain restrictions, easements, conditions, charges and liens as hereinafter set forth, all of which are for the benefit of the Property and the Owners. The Property shall continue to be subject to such restrictions, easements, conditions, charges and liens as set forth herein.

WHEREAS, among other things, this Second Amended Declaration shall clarify the status of certain attributes of the Community, being the brick privacy walls (arch walls) to the front and rear of the units (“Privacy Walls”) and the back patio walls (“Patio Walls”) as follows:

- a. the Amended Declaration defined the term “Limited Common Area” as “the patio area devoted to the exclusive use of a unit owner as more fully set forth in Article II, Section I(vii) and Article II, Section III hereof”
- b. Article II Section I(vii) also refers to the term “Patio Area” as the Limited Common Area;
- c. Article II Section III also refers to the term “Patio Area” without further definition;

d. the Board and the majority of the members of the Association have treated the term “Patio Area” as used in the Amended Declaration as inclusive of both (i) Patio Walls and Privacy Walls, and the vast majority of the members have accordingly borne the cost of maintaining (either individually or jointly with a co-owner) the Privacy Walls and Patio Walls;

e. in the future, the Members of the Association wish to change the classification of Patio Walls and rear Privacy Walls such that they shall be removed from the definition of “Patio Area” as Limited Common Areas, and henceforth, the Patio Walls and Privacy Walls shall be “Common Areas.” The Association shall hereafter bear the cost of repairing and maintaining such walls.

This Second Amended Declaration has been approved by at least 75% of the Members at a duly convened meeting of the Members of the Association.

NOW, THEREFORE, the Association hereby declares that the Property shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, conditions, charges and liens all as hereinafter set forth, and all of which shall run with the land and shall be binding upon all parties having or acquiring any interest in the Property for the period of time hereinafter specified. It is further declared that this Second Amended Declaration supercedes and replaces in its entirety the Original Declaration and Amended Declaration previously referred to in all respects to the same extent and with the same force as if this Second Amended Declaration had been recorded and created as the original Declaration. It is further declared that the Community constitutes a “planned community” and is to be heretofore regulated by the UPCA.

ARTICLE I - DEFINITIONS

The following words when used in this Second Amended Declaration or any supplement hereto shall have the following meanings:

1. “Association” shall mean Woodgate Homeowners’ Association, Inc., a Pennsylvania nonprofit corporation incorporated in the Commonwealth of Pennsylvania on March 13, 1978, its successors and assigns.
2. “Board” shall mean the Woodgate Homeowners’ Association, Inc. Board of Directors. The Board of Directors is synonymous with and exercises the rights and has the obligations of an “Executive Board” as defined in the UPCA.
3. “Building” shall mean the exterior facade surrounding the Units: that is, the brickwork; the wood panels on the front and rear of the units; the shed doors; the roof shingles; the subroof; the roof flashings; the chimneys; the ridge boards; the rafters; soffits; fasciae; gutters and downspouts. Building shall also include the brick privacy walls (arch walls) to the front and rear of the Units and the back patio walls as well as the portico structures between Complex A to Complex B; Complex C to Complex D; Complex E to Complex F (as referenced in the Plan).
4. “Bylaws” shall mean the bylaws of the Association.
5. “Common Areas” shall mean those areas of land shown on the Plan and designated as Common Areas thereon or on any recorded sub-division plot of the Property and intended to be devoted to the common use and enjoyment of the Owners. The Common Areas are synonymous with the term “Common Facilities” as defined in the UPCA.
6. “Declaration” or “Amended Declaration” shall mean this Second Amended Declaration of Restrictions, Covenants and Easements dated _____, 2011, to be recorded in the Office for the Recorder of Deeds in and for the County of Chester,

Pennsylvania (the “Office”), which Declaration shall be effective as of the date of its recordation and shall subject the Property (as hereinafter defined) to certain covenants, restrictions, easements, charges and liens.

7. “Declarant” shall refer to the original developer, Woodgate, a Pennsylvania general partnership.

8. “Developer” referred to Woodgate, a Pennsylvania general partnership, its successors and assigns (other than the Association) or any other entity which acquired fee ownership of an undeveloped Lot or Lots for the purpose of development. The term “Developer” has no current meaning for the Property, given there are no undeveloped Lots.

9. “Director” shall mean a person currently serving on the Board of the Association.

10. “Documents” shall mean this Declaration of Restrictions, Covenants and Easements, as adopted and filed, the Bylaws, and Rules and Regulations, all as amended from time to time.

11. “Limited Common Area” shall mean the patio/terrace and/or deck/balcony areas devoted to the exclusive use of a Unit Owner as more fully set forth in Article II Section 1. (vi) and Article II Section 3 of this Second Amended Declaration. Pursuant to the Amended Declaration, the term “Limited Common Area” has also included Patio Walls and Privacy Walls as more fully set forth in the Introduction to this Second Amended Declaration. The Association shall henceforth exclude the Patio Walls and the Privacy Walls from the definition of “Limited Common Area” and shall treat all such walls as Common Facilities. The Limited Common Areas are synonymous with the term “Limited Common Facilities” as defined in the UPCA.

12. “Lot” shall mean the parcel of real property containing a Unit, which is conveyed or transferred to an Owner for use and occupancy as a single family residence.

13. “Member” shall mean a Member of the Association who is in good standing as set forth in the Association’s Bylaws. A Member is an Owner of a Unit.

14. “Occupant” or “Occupants” shall include any person or persons not an Owner who resides in a Unit. The term includes tenants or persons who are not Owners nor a member of the immediate family thereof.

15. “Owner” shall mean the then record owner, whether one or more persons or entities, of the fee simple title to any Unit, including an owner who has made an agreement to sell a Unit, but excluding any person having an interest, however described, merely as security for the performance of an obligation, unless and until such person has acquired title pursuant to foreclosure, other legal proceedings or a deed in lieu of foreclosure.

16. “Person” shall include an individual, corporation, partnership, unincorporated association or other entity.

17. “Plan” shall mean the original plans recorded by the Developer (which cannot now be located by the Township). The Plan was prepared by Henry S. Conrey, Inc., (Predecessor to Chester Valley Engineers) and recorded in the Chester County Recorder of Deeds Office as Plan No. 1383.

18. “Property” shall mean the real property more fully described in the Plan.

19. “Unit” shall mean any plot of land shown as a separate Lot on any recorded subdivision map of the Property other than the Common Areas, together with that portion of a Building erected thereon intended to be owned and occupied by an Owner as a

single family residence in accord with the then current Tredyffrin Township ordinances and policies.

20. All other undefined terms contained herein which require definition shall have the meaning ascribed to them in the UPCA, supplemented by the Bylaws or as more particularly set forth herein.

ARTICLE II - EASEMENTS

Section 1. Grant of Easements. In the Amended Declaration, Declarant granted, created and declared the following common, free and interrupted uses, rights, liberties, easements and privileges in, upon, through, over, under and across the Common Areas for the benefit of the Association, its successors and assigns, all present and future Owners, tenants and Occupants of the Units and their guests, invitees, servants and employees and all mortgagees holding mortgages affecting any portion or portions of the Property, their successors and assigns. Except as provided herein, no person shall have the right to use or enjoy any easement created herein; and none of the rights, privileges or easements created herein may be used by the public at large. The following easements are therefore reaffirmed for the benefit of the Owners, tenants and occupants:

(i) access to and ingress and egress to and from all portions of the Common Areas (but subject to the closure of the Chestnut Road entrance as set forth in the Amendment of September 11, 1987, as more fully described hereinbelow);

(ii) right and enjoyment in and to the Common Areas;

(iii) use and enjoyment of all footways, paths, sidewalks, walkways, driveways, roadways located wheresoever on the Property and entrances and exits to streets and

roads which are now or hereinafter may be located within the Common Areas and all of which are presently shown on the Plan;

(iv) the use of all parking areas located on the Common Areas and driveways, roadways, located wheresoever on the Property and the entrance at Darby Road which are now or hereinafter may be located within the Common Areas and all of which are presently shown on the Plan;

(iv) the use of all parking areas located on the Common Areas and designated for the parking of vehicles thereon;

(v) the use of all utility lines including but not limited to sewer, water, electric, cable and fiber optic lines that are now or hereafter located on the Property for the purpose of providing service to any Unit or Units whether or not located under, through, over, or along any Unit or Common Areas; and

(vi) to each Owner, the exclusive use of that certain yard area located immediately adjacent to such Unit and designated as "Patio Area." Such Patio Area is hereinafter defined as the Limited Common Area in Section 3 of this Article II.

TO HAVE AND TO HOLD all the aforesaid easements and rights at all times hereinafter, except and under and subject as hereinafter provided, as appurtenant to the Lots and the remainder of the Property; provided, however, that in accordance with the Amendment to the Declaration of September 11, 1987, the free and common use, right, liberty and privilege of all walkways, pavements, parking areas, playground areas and streets or avenues as shown on the Plan of Woodgate dated February 18, 1977, last revised September 22, 1977 and recorded in Plan File No. 1383, as a means of ingress, egress and regress from the property, shall and hereby is restricted in that the point of ingress and egress from Chestnut Road shall be kept closed by a

chain at all times, except as needed to be opened for the entry and exit of the Fire and Police Departments.

Section 2. Association's Reservation of Easements.

A. Association reserves unto itself, its successors and assigns, a perpetual and alienable easement and right in, upon, through, over, under and across the Property to erect, lay, construct, maintain, repair and use electric wires, cables, conduits, sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, sewer, water or other public conveyances or utilities on, in or over those portions of each Lot or the Common Areas as may be reasonably required for utility line purposes, provided, however that no such utility easements shall be applicable to any portions of any Lot as may have been used prior to the installation of such utilities as a single family dwelling.

B. Association further reserves unto itself, its successors and assigns, the right and easement in, upon, on, over, under, through and across the Property for the purpose of constructing any building, structure or improvement upon the Property as shown on the Plan.

C. The easements and rights reserved herein expressly include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, excavations, or to take any other similar action as may be reasonably necessary and to maintain reasonable standards of health, safety and appearance. Nothing contained in this reservation of easement shall be considered to create an obligation of the Association to provide or maintain any utility or service.

Section 3. Easement of Limited Common Area. Each Owner shall have an exclusive easement for the use of the Patio Area immediately adjacent to each Unit. Such Limited Common Area is shown on the Plan and is designated thereon as a Patio Area

(“Limited Common Area”). Henceforth, as a modification to the Amended Declaration, Patio Walls and Privacy Walls are no longer to be classified as “Limited Common Areas.”

Section 4. Duration of Easements. The easements and rights granted and presented herein are and shall be conveyed as running with the land and shall be perpetual and continue in full force and effect until modified or terminated pursuant to the provisions of Section 1 of Article XIV.

ARTICLE III - MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every Owner shall be a Member of the Association. Any person or entity who holds such interest as mortgagee shall not be a Member of the Association. Membership in the Association shall not be separated from ownership of any Unit.

Section 2. Rights of Members. The rights of the Members, including voting rights, and the obligations of such Members, including the prompt payment of dues or assessments as hereinafter more specifically referred to, shall be as provided herein and in the Bylaws. The Board may reasonably determine, in its sole discretion, if a Member is not in good standing and take such reasonable actions to suspend the Owner’s Membership Rights (as defined in the Bylaws).

ARTICLE IV - THE COMMON PROPERTIES

Section 1. Members Easements of Enjoyment. Subject to the provisions of Article II, every Member shall have a right and easement of enjoyment in and to the Common Areas and any facilities erected upon such Common Areas and such easement shall be appurtenant to and shall pass with the title to every Unit.

Section 2. Title to Common Areas. Legal title to the Common Areas shall be held by the Association, subject to Article IV, Section 1.

Section 3. Extent of Members' Rights and Easements. The rights and easements of enjoyment granted hereby shall be subject to the following:

A. The right of the Association, as provided in the Bylaws and this Declaration, to suspend the enjoyment rights of any Member for a reason set forth therein or herein.

B. If applicable, the right of the Association to admit such other persons to the use of the Common Areas who are guests of Members.

ARTICLE V - COVENANT FOR DUES, FEES AND ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Dues and Assessments.

An Owner, whether or not it shall be so expressed in any deed or other method of transfer, shall be deemed to covenant and agree to pay to the Association, such annual assessments (which shall include special assessments) and/or dues which shall be levied by the Board of Directors of the Association. The assessments and dues, fines, damages and penalties, together with any interest or costs of collection, shall be a charge on the land and shall be a continuing lien upon the Unit against which such assessment or payment of dues is made. Such assessments and dues, fines, damages, and penalties, together with interest and costs of collection, shall also be the personal obligation of the person who is the Owner of such Unit at the time the dues or assessment(s) fall due. The Association may notify any lender or purchaser of such liens.

Section 2. Purpose of Dues and Assessments. The assessments and dues levied by the Association shall be used exclusively for the purpose of promoting the recreation, health,

safety and welfare of the residents in the Property, particularly, the improvement and maintenance of the Property, the services and facilities devoted to this purpose and related to the use and enjoyment of the Common Areas, and shall include all purposes for which Common Expenses may be made under the UPCA. The Association shall also have the authority to levy assessments against some, but not all, of the Unit Owners as Limited Common Expenses, where such assessed Owners have benefited by such expenses, pursuant to Section 5314(c) of the UPCA.

The Association shall have the right to levy special assessments against each Unit or individual Units for the purposes provided herein and in the Bylaws.

Section 3. Types and Payment of Assessments, Costs, Fees and Expenses.

(i) Levying of Assessments. All those assessments which may be levied by the Association hereunder shall be levied by the Board, and shall be due and payable by each of the Owners in the amounts and upon the due dates established by the Board in accordance with the applicable provisions of the Declaration, Bylaws and any Rules and Regulations which may now or hereafter be adopted by the Board.

(ii) Annual Common Expense Assessments (Monthly Dues). The Board shall levy and assess an Annual Common Expense Assessment against each Unit based upon the annual budget. The Annual Common Expense Assessment shall be levied by the Board in an amount sufficient to cover all common expenses anticipated in the annual budget ("Common Expenses"). The Annual Common Expense Assessment shall be levied by the Board against each Unit, and shall be deemed to have been levied and assessed on a monthly basis. All assessments, as well as all fees, fines, costs, interest, charges and expenses levied by the Board shall be due and payable in the amounts, and on the due dates established by the Board.

However, the Annual Common Expense Assessment against each Unit shall be due and payable in twelve (12) equal monthly installments.

(iii) Special Assessments - Operating Expenses. In addition to the Annual Common Expense Assessment authorized herein above, the Board may levy, at any time during the fiscal year, a Special Assessment or Assessments for operating expenses against the Owners. Special Assessments for operating expenses may be levied by the Board for such purposes as the Board may deem necessary, including, but not limited to, the following:

- 1) Covering any budgetary shortfalls in income or assessments;
- 2) To pay for the costs, expenses and/or fees arising from any line item Common Expense expenditure not adequately funded in the annual budget;
- 3) To pay for any unbudgeted Common Expense approved by majority vote of the Board;
- 4) To pay for any Common Area or Common Area facilities repair, restoration, maintenance or replacement cost or expense resulting from any accident, fire, act of God, casualty, theft and/or weather related conditions, damages, expenses, losses or costs, to the extent not covered by insurance; and
- 5) To pay for any other necessary Common Expense approved by majority vote of the Board, and incurred by the Association in the performance of its administrative, management and maintenance duties and obligations under the applicable provisions of the Declaration, Bylaws and Rules and Regulations, and not otherwise incorporated into the Association's annual budget.

(iv) Special Assessments - Capital Improvements. The Board may levy a Special Assessment or Assessments at any time during the fiscal year for the purposes of defraying, in whole or in part, the cost of construction or replacement of Capital Improvements upon the Common Area, subject to the following:

- 1) The Board may levy any Special Assessment for Capital Improvements which is not in excess of \$1,000.00 per Unit per improvement by majority

vote of the Directors.

- 2) The Board may not levy any Special Assessment for Capital Improvements in excess of \$1,000.00 per Unit per improvement without first obtaining approval by a majority vote of the Owners at any duly convened meeting to the levying of the Special Assessment.

(v) Levying Of Special Assessments. The Special Assessment (Operating Expenses or Capital Improvements) levied against each Unit shall be determined in the same manner as is provided herein for the levying of the Annual Common Expense Assessment and paid in such manner as determined by the Board. At the Board's discretion, a surplus remaining after payment of a Special Assessment may either be returned on a pro rata basis to each Member or applied to other Association expenses.

(vi) Capital Improvement Fee. A non-refundable Capital Improvement Fee may be levied upon every non-gratuitous transfer of a Unit. The Capital Improvement Fee shall be payable by the person taking or receiving title to a Unit. The amount of the Capital Improvement Fee shall be established by the Board. No Capital Improvement Fee shall be charged or due upon a purely gratuitous transfer between spouses, parent and child, siblings, or grandparent and grandchild. Capital Improvement Fees may only be held and used by the Association in the manner and for the purposes contemplated by the prevailing law. The Capital Improvement Fee is not refundable. The Capital Improvement Fee shall be payable in addition to any assessments which may be due on a Unit. Capital Improvement Fees shall be a lien on the new Owner's Unit and the personal obligation of the new Owner until paid, in the same manner as an unpaid Annual Common Expense Assessment, and shall be enforceable and collectible from the new Owner in the same manner as an unpaid assessment. Notice of the Capital Improvement Fee due upon the transfer or sale of a Unit shall be given in any resale or estoppel certificate issued.

(vii) Assessment Against Unit. In levying the Annual Common Expense Assessment, and any Special Assessment which is levied and assessed against all of the Units, the Board shall levy and assess each assessment in accordance with a fraction in which the numerator is one, and the denominator is 60. In levying any Limited Common Expense Assessment, the numerator is one and the denominator is the number of Units benefited by the expenditure.

(viii) Repair Assessments. If the Association shall incur any Common Expense to maintain, repair, replace or refurbish any part or portion of the Common Area facilities, Limited Common Area or Building which the Association is required to maintain, repair, replace or refurbish, and the Board determines that the Common Expenses has arisen from, is directly or indirectly attributable to, or has been incurred due to, the negligence, abuse, misuse, failure to act, failure to maintain, wanton act or intentional act of an Owner, or any Occupant of the Owner's Unit, then the Common Expense shall be levied and assessed by the Board as a Repair (Limited Common) Assessment against the Owner's Unit. The Repair Assessment shall be a lien on the Unit and the Owner's personal obligation until paid, and shall be enforceable and collectable in the same manner as an unpaid assessment.

Section 4. Effect of Non-Payment of Dues and Assessments. If the dues or assessments are not paid on the date due, then the Association shall have the right to require the payment in full of all assessments becoming due for the balance of the year on such Unit and all such dues and assessments shall become delinquent and shall, together with interest thereon and the cost of collection thereof as hereinafter provided, become a continuing lien on the Unit and shall bind such Unit in the hands of the then Owner, his or her successors, heirs,

devises, personal representatives, and assigns. The personal obligation of the then Owner to pay such dues and assessments, however, shall remain his or her personal obligation.

If the dues or assessment(s) are not paid within 30 days after the due date, the dues and assessment(s) shall bear interest from the date of delinquency at such rates as may be set forth in the then-current Rules and Regulations, and if not set forth therein, at such reasonable rate as may be set by the Board, and the Association may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the Unit, and there shall be added to the amount of such unpaid dues or assessment, the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the dues or assessment as provided above and a reasonable attorney's fee together with the costs of the action.

Section 5. Subordination of the Lien to Mortgages. Subject to 68 Pa.C.S.A. §5315(b)(2) or such other statutory provision modifying lien priority, the lien of the dues, fees or assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the Unit subject to the dues, fees or assessment; provided, however, that such subordination shall apply only to the dues, fees or assessments which have become due and payable prior to a sale and transfer of such Unit pursuant to a decree of foreclosure. Such sale or transfer shall not relieve such Unit from liability for any dues or assessments thereafter becoming due, nor from the lien of any such subsequent dues or assessment.

ARTICLE VI - INSURANCE

Section 1. Property Insurance. The Association shall maintain property insurance on the Units, exclusive of the improvements and betterments installed in the Units by the

Owners. The Association shall also maintain insurance on the Common Area, the Common Area facilities and the improvements now or hereafter made or erected thereon. The property insurance maintained by the Association shall insure against all risks of direct physical loss commonly insured against, and as the Board may deem necessary and appropriate to the needs and circumstances of the Association, in an amount not less than 100% of the actual replacement value of the Units, Common Area and improvements, exclusive of land, excavations, foundations and other items normally excluded from property insurance. Coverage on the Units shall be maintained for those parts or portions of the Units for which the Association bears any maintenance, repair, replacement or refurbishment determined to be appropriate by the Board. The Association shall not maintain property insurance upon interior of any Buildings, the personal property, betterments or improvements installed or maintained by Owners or Occupants either in, or on, the Units, the Lots and/or the adjacent Limited Common Area.

Section 2. Liability Insurance. The Association shall maintain comprehensive general liability insurance, including medical payments insurance, insuring the Association, the Owners, the Board and the Board Officers and Committees against any liability to other persons or entities, Owners, Occupants and their agents, servants, employees, contractors, invitees, and guests for death, bodily injury and property damage. The liability insurance shall not insure any Owner or Occupant against liability for death, injuries to persons or property damages occurring or arising solely within the Owners' or Occupants' Unit or Lot and/or any improvements made by the Owner. The limits of liability under any said policy shall be an amount determined to be appropriate to the circumstances and needs of the Association by the Board, save that limits of liability for commercial general liability insurance shall be not less

than \$1,000,000.00, and limits of liability of not less than \$1,000,000.00 shall be maintained for property damage, subject to such deductibles, as the Board, in its sole discretion, may deem appropriate.

Section 3. Insurance upon Personal Property. The Board may maintain insurance against loss by damage or destruction of any improvements on the Common Area and personal property held or owned by the Association in such amounts and with such deductibles, if any, as the Board shall from time-to-time determine to be appropriate and consistent with the then current needs of the Association. The Association shall not maintain or carry property and casualty insurance against loss, damage or destruction of the personal property of any Owner or Occupant of a unit.

Section 4. Directors and Officers Insurance. The Association shall maintain policies of Directors and Officers liability insurance insuring the members of the Board, and the Association's officers, committee members, agents, servants and employees against personal liability in connection with the performance of their official duties.

Section 5. Fidelity Bond and Insurance. The Association may maintain a fidelity bond, and/or comprehensive disappearance and dishonesty insurance of the type commonly referred to as a "dishonesty, disappearance and destruction" insurance policy, or the current equivalent coverage, as the Board may direct, against dishonest acts on the part of directors, officers, trustees, Committee Members, a community manager if the Association retains one, employees, servants, agents and contractors of the Association, and all others who may now or hereafter handle, or be or made responsible for the handling of, any money or funds belonging to the Association. Any such insurance or bond held by the Association shall be held in the name of the Association as the obligee or Insured.

Section 6. Other Insurance. The Association may carry such other insurance as the Board may deem appropriate and necessary from time-to-time to protect the interests of the Association, including by way of example, but not by way of limitation, excess liability or “umbrella” coverage, errors and omissions, if available, to cover the Association or its officers, representatives, agents, servants, employees and contractors, including, but not limited to committee members.

Section 7. Deductibles. The Association may carry such deductible on its insurance policies, including, but not limited to property and liability policies, as the Board, in its sole discretion, may deem appropriate.

Section 8. Claims and Insurance Deductibles. Owner is responsible for any and all damage to the Lot, including the Unit, except the Common Area, unless the damage to the Common Area was caused by the Owner or the Owner’s invitees or guests or the Unit Occupant.

Section 9. Adjustment of Claims. All claims or losses arising from or upon those portions of the Property for which the Association maintains insurance coverage pursuant to this Article shall be submitted by, and adjusted by and through, the Board, unless otherwise authorized by the Board in writing before any claim or loss is submitted to any insurance carrier.

Section 10. Assessments For Damages Not Covered. In the event any portion of the Property, including the Common Areas, or any improvement insured by the Association is damaged or destroyed, and the insurance proceeds do not fully cover the costs of repair, restoration or replacement of those portions of the Property, the Common Areas, or any improvements damaged or destroyed, then the costs of repair, restoration or replacement in

excess of the insurance proceeds, including costs not covered by reason of a coverage exclusion or a loss in excess of liability limits, shall be a Common Expense to be levied by the Board against all of the Units as a special assessment. Without regard to the foregoing, if any portion of the Property, Common Areas or any improvements are destroyed or damaged as a result of the negligence or misconduct of any Owner, or any Occupant of an Owner's Unit, an Owner's family members, guests, agents, servants, employees or contractors, or arise from the failure of an Owner to maintain the Owner's Lot or Unit, any part or portion of the Owner's Lot or Unit, or the Limited Common Area appurtenant to the Owner's Lot or Unit, then the costs not covered due to a coverage exclusion or a loss in excess of liability limits may be levied, assessed, collected and enforced by the Board as a special assessment exclusively against only the Unit, or Units, benefited by the work done, or to be done.

Section 11. Annual Review of Insurance Coverage. Each year the Board shall review the adequacy of the Association's insurance coverage to determine whether the policies and coverage maintained by the Association comply with this Article, and if necessary the Board shall make such changes to the policies.

Section 12. Owner Insurance on Lot and Unit. The Owner of each Unit shall obtain and continuously maintain adequate insurance, including but not limited to, property and liability insurance on the interior of the Owner's Unit and the contents, improvements and betterments therein including coverage of items contained in the "Boundaries of Units" described in Article X Section 4 hereof. The Association is not responsible for damage to the interior of a Unit, provided that the interior damage is not a direct result of damage or defect in the exterior of the Unit.

Section 13. Copies of Owner Insurance Policies. At the request of the Board, or as may be required by the Board through the adoption of Rules and Regulations, each Owner shall provide the Board with a copy of any insurance policy maintained by the Owner on the Unit and its contents. The Owner must provide the Board with a copy of the policy promptly, and without cost, fee or charge, when the Board requests a copy of the insurance policy.

Section 14. Association's Duty To Restore. If any portion of the Common Areas, the improvements on the Common Areas, or the structures on the Common Areas or Buildings for which the Association bears any maintenance, repair or replacement obligation, and for which the Association maintains insurance coverage pursuant to this Article and/or the Amended Declaration, is damaged or destroyed, it shall be repaired and replaced by the Association or deemed nonessential by the Board and not replaced. The costs of repair and replacement of the Common Area, the improvements on the Common Areas, or the structures on the Common Area or Buildings for which the Association bears any maintenance, repair or replacement obligation which are in excess of insurance proceeds or a common expense and will be recovered in accordance with the applicable provisions of the Amended Declaration and/or bylaws.

Section 15. Owner's Duty to Restore. In the event of any damage or destruction of all or any part of the Unit or other improvements on a Lot which damage or destruction is covered by insurance, as required under provisions herein, the Owner shall promptly and diligently repair, replace, and restore the Unit and other improvements to their condition immediately before the damage or destruction, applying any and all insurance proceeds toward the costs of such repair. Proposed construction plans must be previously approved by the Board in writing. In the event of Owner's failure to promptly and diligently repair, replace and

restore the Unit as set forth herein, the Board shall pursue such action to enforce this provision as may be reasonably necessary and Owner shall be responsible for all costs incurred by the Association in pursuing such actions, including, but not limited to, court costs.

Section 16. Annual Insurance Assessments. Each Owner shall pay a proportionate share (1/60th) of the premiums for insurance policies maintained by the Association as part of the Common Expense. Each Owner's proportionate share shall be levied and assessed by the Board as an assessment against each Unit as a Common Expense.

ARTICLE VII - ARCHITECTURAL CONTROL COMMITTEE

Section 1. Review and Approval by Committee. No building or other improvements, including, but not limited to, contouring of land and planting, shall be erected, placed or layered on any Unit until and unless plans and specifications showing the nature, kind, shape, height, materials, floor plans, exterior color schemes, location, and approximate cost of such building, structure or other improvements and the grading and landscaping plan, including topography and contours of the Unit, shall have been submitted to and approved in writing by the Architectural Control Committee (or, in the absence of such Committee, by the Board) pursuant to guidelines established from time to time by the board of Directors of the Association and subject to applicable Tredyffrin Township Codes. The Chairman of the Architectural Control Committee shall be elected by the members of the Committee. In the event there is no Architectural Control Committee, the Board shall serve as such Committee. Any actions permitted to be taken by such Committee may, in the absence of such Committee, be taken by the Board.

Section 2. Members. The said Architectural Control Committee shall consist of at least three members appointed by the Board of Directors of the Association.

Section 3. Plans. All submissions of plans must be in duplicate, and must be sent to the Architectural Control Committee and placed in mailbox 110. Approval shall be made solely by the signature of the Chairman of the Architectural Control Committee on each sheet of any plans submitted.

Section 4. Approval. The Architectural Control Committee shall have the right to disapprove of any such plans or specifications of building, grading and landscaping which are not suitable in its opinion, for aesthetic or other reasons; and in passing upon such plans, specifications and grading and landscaping plans, it shall take into consideration the suitability of the proposed building or other structure, the materials of which it is to be constructed, the color scheme, the site upon which it is proposed to erect the same, the harmony thereof with the surroundings, and other dwellings and structures located on the Property, and the effect of such proposal on the outlook from adjacent or neighboring properties. In the event that, after such presentation of such plans and specifications, the Architectural Control Committee fails to approve or disapprove said plans within 60 days of such presentation, such plans and specifications shall be deemed approved.

Section 5. Applicability. It is understood that the said Architectural Control Committee is an agent of the Association, and it is further provided expressly herein, that the obligation to submit plans and obtain approval not only from the appropriate Township Authorities, but also as set forth hereinabove in this Article, shall apply to the Common Areas as well as other portions of the Property.

Section 6. Immunity. Neither the Board of Directors of the Association nor any member of the Architectural Control Committee, nor any successor(s) or assign(s) thereto or thereof, shall be liable in damages to anyone submitting any plans or request to them for

approval, or to any Owner affected hereby by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any such plans or request. Every Owner who submits any plan or request to the Architectural Control Committee for approval agrees, by submission thereof, and every Owner agrees by acquiring title to any portion of the Property, that he will not bring any such action or suit to recover any such damage.

Section 7. Enforcement. The Association shall have the express power and the right to enforce strict compliance with the provisions of this Article. The remedies provided herein are not intended in any way to limit the rights and remedies available to the Association.

ARTICLE VIII - RULES AND REGULATIONS, POWERS TO LEVY, IMPOSE AND COLLECT FINES AND INTEREST

- (a) The Board of Directors of the Association shall be responsible for the establishment and enforcement of reasonable rules and regulations for the Property.
- (b) The Board may suspend the voting rights of any Owner who has violated, or is in violation of the Documents.
- (c) The Board shall also have the power to levy, impose and collect reasonable fines and interest and any other sanctions available under the law against any Owner who has violated the Documents.

ARTICLE IX - PARKING

The Association shall have the right to assign a "Reserved" parking space for the specific use of each Unit Owner.

ARTICLE X - EXTERIOR MAINTENANCE

Section 1. **Maintenance.** The Association shall be responsible for and shall provide, at the Owners' expense, the following exterior maintenance upon the Buildings and Units: paint, repair, replacement and care for all exterior building surfaces, including roofs, gutters and downspouts; walks, steps, shed doors, patio gates, brick privacy walls to the front and rear of the Units and the back patio walls and other exterior improvements exclusive of the Limited Common Areas and the area described in Section 3 of this Article. Any maintenance which involves any change in the exterior of a Unit shall be subject to the prior written consent of the Architectural Control Committee. Such exterior maintenance shall be done subject to the Association's financial capabilities, availability of the vendor or supplier and weather conditions. Additionally, non-emergent repairs (i.e., repairs that do not threaten the Property) shall be performed at the discretion of the Board.

(a) The Association shall further be responsible for and shall repair any other portions of the Units and Buildings as the Owners may elect, by an affirmative vote of two-thirds of all Units, to have the Association so maintain. The cost of the aforesaid maintenance shall be uniformly allocated to the Owners by the Association.

(b) The Association will maintain all water control outlets, water lines and sewer lines serving individual Units located upon and servicing the Property up to the Lot line, such maintenance to include all necessary replacement, repair and cleaning of such outlets so as to keep them free of all debris and prevent any clogging thereof.

(c) Notwithstanding the foregoing, to the extent any repair is occasioned by the negligent conduct of an Owner, the Association shall assess such Owner for the cost of such repair.

Section 2. **Maintenance of the Common Areas.** The Common Areas shall be kept

and maintained by the Association. The cost of such maintenance shall be assessed as Common Expenses against each Owner in accordance with the provisions of this Second Amended Declaration.

Section 3. Maintenance by Unit Owner. Each Owner shall be responsible for and shall provide all maintenance, repair and replacement within the “Boundaries of Units”, as defined below, including maintenance, repair and replacement of the Limited Common Area adjacent to that Unit and the heat pump serving such Unit, wherever such heat pump may be located.

Section 4. Boundaries of Units. For purposes of defining boundaries of each Unit, and in addition to all of the improvements located within the title lines of a Unit, all of the following, without regard to whether wholly or partially located within the title lines of any Unit, shall be regarded as part of the Unit:

(i) All walls, including to the middle of party walls, as well as all floors, ceilings, fireplaces and fireplace linings, internal stairways, all partitions and dividers, all doors, door frames, door hardware, knobs and locks, all mouldings, mullion, internal windows including window frames, skylights, shutters and casing, together with all window glass and screens; and

(ii) All kitchen equipment, appliances, cabinets and fixtures, including, by way of example, but not by way of limitation, ovens, refrigerators, freezers, coolers, ice makers, sinks, garbage disposals, ranges, stoves, ovens, microwave ovens, dishwashers and exhaust fans; and

(iii) All bathroom, lavatory and plumbing fixtures and equipment including by way of example, but not by way of limitation, sinks, tubs, showers, toilets, bidets,

vanities, exhaust fans, mirrors, curtain rods, towel racks, tile, lighting fixtures, medicine cabinets, washers, dryers and all electrical and plumbing hook-ups, including exterior spigots; and

(iv) All electrical and lighting fixtures including, by way of example, but not by way of limitation, the following: outlets, wiring, conduits, face plates, lamps, bulbs, outlet boxes, switch boxes, junction boxes, telephone outlets and cables, cable TV outlets and cables, computer cables and networks, satellite dishes, circuit breakers and circuit breaker panels, intercoms and all exterior lighting attached to the Unit and lighting fixtures now, or hereafter placed, installed, used or erected which serve, transmit or provide illumination, telephone, electric, television, video or any other utility service to, or for, the Unit and/or which benefit the Unit; and

(v) All heating, ventilating and air conditioning equipment, including by way of example but not by way of limitation, heat pumps, compressors, fans, humidifiers, air cleaners and filters, refrigerant or coolant fluids and gases, lubricants, thermostats, control mechanisms and thermocouples, together with all vents, pipes, duct work or conduits transmitting or conveying heat, ventilation and/or air conditioning to, and through, the Unit; and

(vi) All floor and wall coverings, including by way of example, but not by way of limitation, the following: drywall, trim molding and woodwork, wainscoting, paneling, carpeting, carpet pads, rugs, tiling, vinyl and/or hardwood floors, wallpaper and paint; and

(vii) All piping, valves, ducts, wiring, pumps, cables and conduits of any kind or type, including service laterals, including those, if any, located outside the Boundary of the Unit, which are part of the heat pump system.

Section 5. Maintenance by Association. If any Owner fails to maintain the interior

of his Unit and such failure shall jeopardize adjoining adjacent Units, pose safety risk to residents or visitors or present a detrimental effect on property values, as determined by the Association, the Association, at its sole discretion, shall have the right to enter upon the Unit and perform the maintenance. Such maintenance shall be made only after ten (10) days' written notice to the Owner, except in the event of an emergency, in which event the Association or its designee may immediately make such repair. The cost of such maintenance shall be assessed against the Owner upon which such maintenance is performed as a special Limited Common Expenses assessment, which shall be subject to the provisions of Article V hereof.

Section 6. Access at Reasonable Hours. For the purpose of performing the maintenance permitted by this Article X and maintenance required to be performed by the Association pursuant to the Declaration, through its duly authorized agents or employees, shall have the right, after any required notice to the Owner, to enter any Unit at reasonable hours on any day except Sunday.

ARTICLE XI - PARTY WALLS

Section 1. General Rules of Law to Apply. Each interior wall which is built as part of the original construction of the Buildings upon the Property and placed on a dividing line between two Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article XI, the general rules of law regarding party walls and of liability for property damage shall apply.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared equally by the Owner or Owners of each Unit abutting the party wall.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, the wall shall be restored by the Association as nearly as possible to its condition immediately prior to the casualty. If the wall is destroyed by negligent or willful act of the Owner, said Owner shall bear the cost of the restoration.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article XI, an Owner who, by his or her negligent or willful act or omission, causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute concerning a party wall, or any dispute under the provisions of this Article XI which cannot otherwise be resolved, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision of a majority of all arbitrators shall be final and conclusive of the question involved.

Section 7. Privacy Walls. The exterior walls in the front of each Unit and between the Limited Common Areas of each Unit and the low privacy walls in the rear of each Unit shall, to the extent such damage is not a result of the negligence or willful act of any Owner, be maintained by the Association.

ARTICLE XII - GENERAL PROVISIONS

Section 1. Flexibility of Development. The Association shall have the right to change the location, size or permitted use of any part of the Common Areas or any easement or part thereof over the Property at any time, provided that no such change shall interfere with

access to any Unit or the reasonable use of the Common Areas by the Owners.

Section 2. Compliance with Zoning Laws and Regulations. Each Unit is intended to be, and only may be used as a single family private residence. No use shall be made of any Unit which use is contrary to the Plan for the development of the Property as the same may be approved by the municipal authorities of Tredyffrin Township from time to time, nor shall any use be made of any Lot, Unit or of the Common Areas contrary to any conditions placed upon the approval of the said Plan by the Township.

Section 3. Lot Size. No Lot shall be subdivided, partitioned, or in any other manner reduced or increased in size.

Section 4. Temporary Structures. By way of example and not by way of limitation, no trailers, tent, shack, garage, barn, or other outbuilding shall be built on any Lot at any time, either of a temporary or permanent character, except as may otherwise be required for emergency purposes. .

Section 5. Overhead Wires. No overhead wires, including telephone, electrical, or television cable or otherwise may be constructed on any Common Area or Unit or cross over any Common Area or Unit. All portions of such wires not located entirely within the enclosed portion of a structure must be buried beneath the surface of the ground.

Section 6. Paving and Parking.

(a) No front yard shall be paved, except for the existing sidewalks, driveways and parking areas.

(b) Section 3 of the Rules and Regulations (“Vehicles and Parking”), as amended from time to time, sets forth the required provisions related to the use of vehicles and parking within the Property.

Section 7. Slope Control. The existing slope or conformation of any Lot or Unit shall not be altered, nor shall any structure, retaining wall, planting or other activity be taken which retards, changes or otherwise interferes with the natural flow of surface or drainage waters to the actual or threatened injury of any other Common Area or Unit, or which creates erosion or sliding problems. All slope or conformation work shall be subject to the applicable ordinances of the Township.

Section 8. Cutting of Trees. No trees shall be cut, nor shall there be any substantial destruction of natural vegetation on any Common Area without written consent from the Association.

Section 9. Garbage and Refuse Disposal. No Common Areas or Units shall be used or maintained as a dumping ground for rubbish. All trash, garbage and refuse shall be stored in closed containers as inconspicuously as possible. No burning of trash, garbage and refuse shall be allowed. No materials or waste shall be so stored in such manner that they may be transferred off the Property by natural causes (wind, rain, etc.).

Section 10. Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become any annoyance or nuisance to the other Unit Owners. The decision as to whether any activity is noxious or offensive shall be decided exclusively by the Board in such manner as it may elect to make such decision.

Section 11. Fences. No fences of any kind, wall, hedge, or similar structure shall be placed, erected, or maintained in the area between the front building line and the street, or in the area between the sideyard line and the street on a corner Lot, unless approved by the Association. The intention of this paragraph is that a generally open and unobstructed

condition will be maintained between structures consistent with the provisions for areas of privacy. The Association has the sole right to enjoin violations of this Section 11 and to remove any wall, fence, hedge or planting erected or planted without compliance with the provisions of this Section 11.

Section 12. Restrictions on Outdoor Decorations. No statues, sculptures, painted trees, bird baths, replicas of animals or other objects of this nature may be affixed or placed on any Lot or Unit where they would be visible from any street, public roadway or Common Areas without prior approval from the Association.

Section 13. Owner's Plantings. Any Owner who, with Association or Architectural Control Committee approval, places front yard plantings shall be responsible for the continued proper maintenance thereof. The Association shall not be responsible for such maintenance, regardless of whether the Owner subsequently sells the Unit.

Section 14. Other Restrictions on Lot/Unit Usage. No business or other service may be conducted from a Unit that would bring clients, customers, consumers and/or employees onto the Property, Common Areas, Limited Common Areas and/or into the Units other than on a "hardly-ever" basis. In the event that Tredyffrin Township would be more restrictive regarding a certain usage, then the Township's more restrictive usage would apply.

Section 15. Restrictions on Leasing. No Owner may lease his Unit until he shall have first secured the written approval of the Association for such leasing. Any such proposed leasing shall only be for the entire Unit and shall be for a period of at least one year. Any Owner desiring to lease his Unit shall give the Association written notice of his intention to so lease, the name and address of the prospective tenant, the terms and conditions of such proposed lease and such other information and documentation as the Association may

reasonably require. Each such proposed lease must contain a provision obligating the prospective tenant to comply with all the terms, conditions and covenants of the Documents, all as may be amended from time to time.

Section 16. Conflict. In the event of a conflict between the provisions of this Article XII and the Rules and Regulations, this Article shall control.

ARTICLE XIII - RIGHTS OF MORTGAGEES

Each first mortgagee holding a mortgage on a Unit shall have the following rights:

- (a) To have his name and mailing address and the name and mailing address of his mortgagor recorded in the records of the Board of Directors, so that the said Board or its agents can readily communicate with the said mortgagee;
- (b) To receive written notice of any default by the mortgagor in the performance of such mortgagor's obligations under this Second Amended Declaration, the Association's Bylaws and the Rules and Regulations which is not cured within thirty (30) days;
- (c) To examine the books and records of the Association, the Board of Directors and their agents, after reasonable notice to the Association;
- (d) To pay severally, or jointly with other mortgagees, taxes or other charges which are in default and which may become or have become a charge against the Common Areas, or secure new hazard insurance coverage on the lapse of a policy for such Common Areas; any first mortgagees making such payments shall be entitled to immediate reimbursement therefor from the Association; and.
- (e) To have priority in the case of distribution to an Owner of insurance proceeds or condemnation awards for damages to or a taking of any or all of the Common Areas.

ARTICLE XIV - TERMINATION AND ENFORCEMENT

Section 1. Amendment and Termination. This Second Amended Declaration may be modified, amended or terminated only by the Board of Directors of the Association acting pursuant to the consent of two-thirds (40 Units) of the Unit Owners approving such modification, amendment or termination.

Section 2. Termination of Easements. This Second Amended Declaration and the easements, covenants and restrictions contained herein shall run with the land and shall remain in effect unless and until the Community is terminated by vote of not less than 80% (48) of the Unit Owners, as set forth in Section 5220 of the UPCA.

Section 3. Notices. Any notice required to be sent to any Owner under the provisions of this Second Amended Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Owner on the records of the Association at the time for such mailing or by placement of such notice in the mailbox of the Owner.

Section 4. Enforcement. If any Owner of any Unit or his heirs, successors or assigns, shall violate or attempt to violate any of the easements, restrictions and covenants herein contained, it shall be lawful for the Association or any Owner, to prosecute any proceeding in law or in equity against the person or persons violating or attempting to violate any such covenants. No waiver of any of the foregoing restrictions as to any Unit, parcel or plot, shall constitute a waiver of such or any restrictions as to any other Unit, plot or parcel. Nothing herein contained shall impair or defeat the lien of any mortgage or deed of trust. In the event that the Association, or any Owner, commences an action at law, or in equity to enforce any of these easements, restrictions and covenants, the Association or said Owner shall be entitled to recover reasonable attorney's fees and costs, as determined by the Court, from

the Owner against whom said action is maintained. This provision shall be deemed to be accepted and agreed to by any Owner.

Section 5. Severability. Invalidation of any one of these covenants or restrictions by judgment or Court Order shall in no way affect any other provisions which shall remain in full force and effect.

(i) The Association may engage a management company to manage the Property, subject to the direction of the Association.

ARTICLE XV - MANAGEMENT COMPANY

Section 1. The Association may, by vote of a simple majority of all of the Owners, engage a management company to manage the Property. Any such management company so engaged shall be subject to the direction of the Board of Directors.