

Section 7.2. Quarterly Assessments. All Common Expense assessments made in order to meet the requirements of the Association's annual budget shall be deemed to be adopted and assessed on a quarterly basis (rather than on an annual basis payable in quarterly installments) and shall be due and payable in advance on the first day of the quarter. Special assessments shall be due and payable in one or more quarterly payments, in advance, on the first day of each quarter, as determined by the Board of Directors. The Association shall have a lien on each Lot for any Common Expense assessments levied against that Lot or fines Imposed against that Lot Owner from the time the assessment or fine, becomes due, fees, charges, late charges, fines and interest charged under Sections 6.3(j), 6.3(k) and 6.3(1) and 7.10 and reasonable costs and expenses of the Association, including legal fees, incurred in connection with collection of any sums due to the Association by a Lot Owner or enforcement of the provisions of this Declaration or the bylaws, rules or regulations of the Association against a Lot Owner are enforceable as assessments under this Section 7.2. Assessments shall be payable in advance for the current quarter (pro-rated as of the date of closing) and for the next succeeding quarter following the date of closing, due and payable in advance at the settlement of any conveyance of any Lot by the Declarant to any ultimate user (i.e., not a Builder); provided, however, that no assessments shall be chargeable to any Builder for any time frame that the Builder holds title to the Lot.

Section 7.3. Limitation on Expenditures All expenses, charges and costs of the maintenance, repair or replacement of the Open Spaces, and any other expenses, charges or costs which the Association may incur or expend pursuant hereto, shall be approved by the Board of Directors, and a written memorandum thereof prepared and signed by the Treasurer of the Association. There shall be no structural alterations, capital additions to, or capital improvements on the Open Spaces (other than for purposes of repairing, replacing and restoring portions of the Open Spaces) requiring an expenditure in excess of Five Thousand Dollars (\$5,000) without the prior approval of Two-Thirds (2/3) of the Lot Owners entitled to cast votes.

Section 7.4. Reserve. Each annual budget for quarterly assessments of Common Expenses shall include an amount reasonably considered by the Board of Directors to be sufficient as a reserve for replacements and contingencies. To initiate such reserve, the Declarant shall collect from each of its grantees, at time of settlement, an amount equal to one-fourth (1/4th) of the first annual budget allocable to the Lot purchased by such grantee and shall remit such amount to the Association. Extraordinary expenditures not originally included in the annual budget that may become necessary during the year may be charged first against such reserve, as the Board of Directors shall determine. In addition, the Association shall have the right to segregate all or any portion of the reserve for any specific replacement or contingency upon such conditions as the Board of Directors deems appropriate.

Section 7.5 Association Records. The Association shall keep financial records sufficiently detailed to enable the Association to comply with §5407 of the Act (relating to resales of Lots). All financial and other records shall be made reasonably available for examination by any lot Owner and authorized agents. Within 180 days after the close of its fiscal year, the Association shall prepare annual financial statements consisting of at least a balance sheet and a statement of revenues and expenses for the Association. The cost of preparing the financial statements shall be a Common Expense. Each Lot Owner shall be entitled to receive from the Association,

within thirty (30) days after submitting a written request to the Association, a copy of the annual financial statements and, If such financial statements are audited, reviewed or compiled by an Independent certified public accountant or independent public accountant, a copy of the independent accountant's report on the financial statements. The Association may charge fee not to exceed the cost of producing copies of records other than the financial statement,

Section 7.6. Further Assessments. If any annual budget proves inadequate for any reason, including nonpayment of any Lot Owner's quarterly assessments, or any nonrecurring Common Expense or any Common Expense not set forth in the annual budget as adopted, the Board of Directors may at any time levy further quarterly assessments according to each Lot Owner's membership in the Association. Such further quarterly assessments shall be payable over such period of time as the Board of Directors may determine. The Board of Directors shall serve notice of such further assessments on all Lot Owners by a statement In writing giving the amount and reasons therefore, and such further quarterly assessments shall become effective as determined by the Board of Directors.

Section 7.7. Surplus. Any amounts accumulated from assessments for Common Expenses and Income from the operation of the Open Spaces in excess of the amount required for actual Common Expenses and reserves for future Common Expenses shall be credited to each Lot Owner in proportion to the share of Common Expenses payable by each such Lot Owner. These credits shall be applied to the next quarterly assessments of Common Expenses due from each Lot Owner under the current fiscal year's budget, and thereafter, until exhausted.

Section 7.8. Acceleration. If a Lot Owner is In default in the payment of the aforesaid charges or quarterly assessments for sixty (60) days, the Board of Directors may, in addition to all other remedies set forth in this Declaration, accelerate all other quarterly assessments to become due for the fiscal year in which such default occurs,

Section 7.9. Allocation. All Common Expense assessments, special assessments and further assessments shall be pro rated among the Lot Owners by dividing the amount of such assessments by the number of Lots in the Plan, without regard to the size of any Individual Lot nor conditioned upon a Building being erected upon any individual Lot.

Section 7.10. Interest and Charges. All sums assessed by the Association against any Lot Owner that remain unpaid shall bear interest thereon at eight (8%) percent per annum from the thirtieth (30th) day following the due date for payment. Any delinquent Owner shall also be obligated to reimburse (i) all expenses of the Association, including reasonable attorney's fees, incurred in the collection of the delinquent assessments by legal proceedings or otherwise; (ii) any amounts paid by the Association for taxes or on account of superior llene or otherwise to protect its liens, which expenses and amounts, together with accrued interest, shall be deemed to constitute part of the delinquent assessments and shall be collectible as such, subject to Section 7.2 above.

Section 7.11 Independent Covenant. The obligation to pay assessments is a separate and independent covenant on the part of each Lot Owner. No diminution or

abatement of assessments or set-off shall be claimed or allowed for any alleged failure of the Association or the Board of Directors to take some action or perform some function required of it, or for inconvenience or discomfort arising from the making of repairs or improvements or from any other action it takes.

Section 7.12. Confession of Judgment. IN ORDER TO EXPEDITE THE ASSOCIATION'S COLLECTION OF ANY DELINQUENT ASSESSMENT, EACH LOT OWNER (BY THE ACCEPTANCE OF THE DEED TO HIS/HER LOT) SHALL BE DEEMED TO HAVE APPOINTED ANY ATTORNEY LICENSED TO PRACTICE IN THE COURTS OF THE COMMONWEALTH OF PENNSYLVANIA THE ATTORNEY-IN-FACT FOR SUCH LOT OWNER TO CONFESS JUDGMENT AGAINST SUCH LOT OWNER IN ANY COURT OF COMPETENT JURISDICTION IN PENNSYLVANIA, FOR ANY SUCH UNPAID ASSESSMENT(S) AND ANY OTHER INTEREST, FEES OR LATE CHARGES, PLUS REASONABLE ATTORNEYS' FEES AND EXPENSES, WHICH APPOINTMENT (BEING FOR SECURITY) SHALL BE IRREVOCABLE; AND FOR SO DOING A COPY OF THIS ARTICLE 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 AT ALL TIMES UNTIL THE DECLARATION SHALL BE TERMINATED.

Section 7.13 Implementation. The Association shall adopt in its By-Laws such additional or other procedures and requirements as it deems necessary and desirable to implement the provisions of this Article 8, and that otherwise provide for the efficient fiscal operation and management of the Open Spaces.

Section 8.14. Declaration Subsidation. During the Declarant's control of the Association, the Declarant may annually elect to either pay regular assessments on all of its unsold Lots, or to pay the Association the difference between the amount of assessments collected on all other Lots subject to assessment and the amount of actual expenditures required to operate the Association during the fiscal year. For budgeting purposes, the Declarant shall make a tentative election for each fiscal year at least sixty (60) days prior to the start of such fiscal year and the Declarant shall pay on the basis during the year. A final election for each fiscal year shall be made within thirty (30) days after the close of such fiscal year and, in the event such election is changed, any excess payments made by the Declarant during the year may at the discretion of the Declarant be treated as a contribution, an advance against future assessments due from Declarant, or a loan. Unless the Declarant otherwise notifies the Board of Directors in writing within the required time period, the Declarant shall be deemed to have elected to continue paying on the same basis as during the immediately preceding fiscal year. The Declarant's obligations hereunder may be satisfied in the form of each or by "in kind" contributions of services or materials or a combination of these.

ARTICLE 9

INSURANCE

Section 8.1 Insurance to be carried by the Association. The Association shall

maintain, to the extent reasonably available, all of the following.

(a) Property insurance on the Open Spaces, insuring against all common risks of direct physical loss. The total amount of Insurance after application of any deductibles shall be not less than eighty percent (80%) of the actual cash value of the Insured property, exclusive of land, excavations, foundations and other items normally excluded from property policies.

(b) Comprehensive general liability insurance, including medical payments insurance, in an amount determined by the Board of Directors 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. If such insurance is not maintained by the Association, the Association shall promptly cause notice of that fact to be hand delivered or sent prepaid by United States mail to all Lot Owners,

Section 8.2. Other Insurance Carried by the Association. The Association may carry any other insurance the Board of Directors may deem appropriate to protect the Association.

Section 8.3. Policy Terms. Insurance policies carried under Section 8.1 shall provide all of the following:

(a) Each Lot Owner is an insured person under the policy with respect to liability arising out of his membership in the Association.

(b) The insurer waives its right to subrogation under the policy against any Lot Owner or member of the Lot Owner's household.

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

(d) If at the time of a loss under the policy there is other insurance in the name of a Lot Owner covering the same risk covered by the policy, the Association's policy is primary insurance not contributing with the other insurance.

(e) The insurer shall issue certificates or memoranda of insurance to the Association and, upon request, to any Lot Owner, mortgagee. The insurance may not be canceled until thirty (30) days after notice of the proposed cancellations has been mailed to the Association, each Lot Owner and each mortgagee to whom a certificate or memorandum of insurance has been issued.

Section 8.4. Proceeds from Property Insurance. Any loss covered by the property policy under Section 8.1(a) shall be adjusted with the Association, but the insurance proceeds for that loss shall be payable to any insurance trustee designated for that purpose, or otherwise to the Association, and not to any mortgagee. The insurance trustee or the Association shall hold any insurance proceeds in trust for Lot Owners and lienholders as their interests may appear. Subject to the provisions of Section 8.5,

the proceeds shall be disbursed first for the repair or restoration of the damage to the Open Spaces.

Section 8.5. Disposition of Insurance Proceeds. Any portion of the Open Spaces which is damaged or destroyed shall be repaired or replaced promptly by the Association unless repair or replacement would be illegal under any state or local health or safety statute or ordinance or eighty percent (80%) of the Lot Owners vote not to rebuild. The cost of repair or replacement of those portions of the Open Spaces in excess of insurance proceeds and reserves shall be a common expense.

Section 8.6. Lot Owner's Insurance. Each Lot Owner shall insure the Lot Owner's Lot and all Buildings erected thereon. The Lot Owner shall cause the Insurer to issue certificates or memoranda of insurance to the Association. The insurance may not be canceled until thirty (30) days after notice of the proposed cancellation has been mailed to the Association. The Lot Owner shall promptly repair or replace any Buildings erected on the Lot Owner's Lot that is damaged or destroyed unless repair or replacement would be illegal under any state or local health or safety statute.

Section 8.7 Waiver of Subrogation. Each Lot Owner and the Association hereby waives and releases any and all claims which he or it may have against any other Lot Owner, the Association, the Board of Directors and members thereof, the Declarant, and their respective employees and agents, for damage to the Open Spaces, or to any personal property located in the Open Spaces, caused by fire or other casualty or any act or omission of any such party, to the extent that such damage is covered by fire or other form of hazard insurance. If the act or omission of a Lot Owner, or of a member of his family, a household pet, guest, or visitor of such Lot Owner, shall cause damage to the Open Spaces, or maintenance, repairs or replacements shall be required which would otherwise be a Common Expense, then such Lot Owner shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Board of Directors, to the extent such payment is not waived or released under the preceding sentence. Any release or waiver shall be valid only if such release or waiver does not affect the right of the insured under the applicable insurance policy to recover thereunder. The Lot Owners and the Association, with regard to the Insurance carried by each of them, shall use their best efforts to see that their Insurance carriers agree that such release or waiver does not affect their rights to recover.

Section 8.8 Costs of Insurance. Premiums for all insurance obtained or maintained by the Association, fees and expenses of the insurance trustee, if any, and the cost of any appraisal that the Board of Directors deems advisable to obtain in connection with any Insurance shall be Common Expenses.

ARTICLE 9

LIMITED LIABILITY AND INDEMNIFICATION

Section 9.1. Limited Liability of the Board of Directors. The Board of Directors, and its members in their capacity as members, officers and employees, provided that they act in good faith, in a manner they reasonably believe to be in the best interests of the Association, and with care, including reasonable inquiry, skill and diligence as a person

of ordinary prudence would use under similar circumstances:

- (a) Shall not be liable for the failure of any service to be obtained by the Association and paid for by the Association, or for injury or damage to person or property caused by the elements or by another Lot Owner or person on the Real Estate;
- (b) Shall not be liable to the Lot Owners as a result of the performance of the Board of Directors' duties for any mistake of judgment, negligence or otherwise;
- (c) Shall have no personal liability in contract to a Lot Owner or any other person or entity under any agreement, check, contract, deed, lease, mortgage, instrument or transaction entered into by them on behalf of the Board of Directors or the Association in the performance of the duties of the Board of Directors;
- (d) Shall not be liable to a Lot Owner, or such Lot Owner's tenants, employees, agents, customers or guests, for loss or damage caused by theft of or damage to personal property left by such Lot Owner or his tenants, employees, agents, customers or guests in a Lot, or in or on the Open Spaces;
- (e) Shall have no personal liability in tort to a Lot Owner or any other person or entity, direct or imputed, by virtue of acts performed by or for them; and
- (f) Shall have no personal liability arising out of the use, misuse or condition of any Building or the Open Spaces, or which might in any other way be assessed against or imputed to the members Of the Board of Directors as a result of or by virtue or their performance of their duties.

Furthermore, in performing any duties, the Board of Directors, and its members in their capacity as members, officers and employees, 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 (1) one or more other officers or employees of the Association whom the officer or member of the Board of Directors reasonably believes to be reliable and competent in the matters presented, (2) counsel, public accountants or other persons as to matters which the officer or member of the Board of Directors reasonably believes to be within the professional 'or expert competence of that person, or (3) a committee of the Board of directors upon which the officer or member of the Board of Directors does not serve, designated in accordance with law, as to matters within Its designated authority, Which committee the officer of member of the Board of Directors reasonably believes to merit confidence.

Section 9.2. Indemnification Against Third Party Actions. The Association shall Indemnify any person who was or Is a party or is threatened to be made a party to any threatened, pending or complete action, suit, or proceeding, whether civil, criminal, administrative or Investigative (other than an action by or in the right bf the Board of Directors or the Association) by reason of the fact that he is or was the Declarant (except to the extent otherwise provided by §5311 of the Act) or a member of the Board of Directors, or an officer, employee or agent of the Association, or is or was serving at the request of the Association as a director, trustee, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses

Section 9.5. Advance. Expenses incurred in defending a civil or criminal action, suit or proceeding as contemplated in this Article shall be paid by the Association in advance of the final disposition of such action, suit or proceeding upon a majority vote of the Board of Directors and upon receipt of an undertaking by or on behalf of the indemnified person to repay such amount or amounts unless it is ultimately determined that he is not entitled to be indemnified by the Association as authorized by this Article.

Section 9.6. Scope of Indemnification. The indemnification provided for by this Article shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any provision in the Association's Articles of incorporation, bylaws, agreements; vote of disinterested Lot Owners or members of the Board of Directors, or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office. The indemnification authorized by this Article shall apply to all present and future members of the Board of Directors, officers, employees, and agents of the Association, and shall continue as to a person who has ceased to be member of the Board of Directors or an officer, employee or agent, shall inure to the benefit of the heirs and personal representatives of all such persons, and shall be in addition to all other rights to which such persons may be entitled as a matter of law.

Section 9.7 Insurance. The Association shall purchase and maintain insurance on behalf of the Declarant and any person who was or is a member of the Board of Directors, an officer, employee, or agent of the Association, or who was or is serving at the request of the Association as a trustee, director, officer, employee, or agent of another corporation, entity, or enterprise (whether for profit or not for profit), against any liability asserted against him or incurred by him in any such capacity or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the laws of the Commonwealth of Pennsylvania, as the same may be hereafter amended or modified.

Section 9.8. Payments and Premiums. All indemnification payments made, and all insurance premiums for insurance maintained, pursuant to this Article shall constitute expenses of the Association and shall be Common Expenses.

ARTICLE 10 EFFECT AND ENFORCEMENT

Section 10.1. Reservations and Restrictions to Run with Land. All of the covenants, conditions, restrictions, reservations, and servitudes set forth herein shall run with the land and each lot Owner, by accepting a deed to any Lot, accepts the same subject to such covenants, restrictions, reservations, and servitudes and agrees for himself, his heirs, administrators, and assigns to be bound by each of such covenants, conditions, restrictions, reservations, and servitudes jointly, separately, and severally.

Section 10.2. Remedies for Violations. For a violation or a breach of any of these covenants, conditions, reservations and restrictions, the Declarant or any person

(including attorneys' fees), judgments; fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding, unless such person is found not to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, he had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by an adverse judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person acted in bad faith or a reckless or grossly negligent manner or that the person did not act in a manner which he reasonably believed to be in or not apposed to the best interests of the Association and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 10.3. Indemnification against Association Action. The Association shall indemnify the Declarant (except to the extent otherwise provided by §5311 of the Act) or any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit, or proceeding, whether civil, criminal, administrative or investigative, by or in the right of the Board of Directors or the Association, by reason of the fact that he is or was a member of the Board of Directors, an officer, employee or agent of the Association, or is or was serving at the request of the Association as a director, trustee, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding, if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association, except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for gross negligence or willful misconduct in the performance of his duty to the Association, unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

Section 9.4. Determination. To the extent that the Declarant, a member of the Board of Directors, or an officer, employee, or agent of the Association has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Section 9.2 or 9.3 hereof, or in defense of any claim, issue, or matter therein in which he was not indemnified, then he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith. Any other indemnifications under Sections 9.2 or 9.3 hereof shall be made by the Association only upon a determination that indemnification is proper in the circumstances because he has met the applicable standard of conduct set forth respectively in Sections 9.2 or 9.3 hereof, such determination shall be made either (i) by the Board of Directors by a majority vote of a quorum consisting of all members who were not parties to such action, suit or proceeding, or (ii) by independent legal counsel (not the Association's legal counsel) in a written opinion, or (iii) by the Lot Owners at any meeting duly called for such purpose.

claiming by, through, or under the Declarant, and the Lot Owners, or any of them severally, shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent the violation or breach of any of them. In addition to the foregoing right, the Declarant shall have the right, whenever there shall have been but do any Lot any structure which is in violation of these restrictions, to enter upon the Lot where such violation of these covenants, conditions, reservations and restrictions exists and summarily abate or remove the same at the expense of the Lot Owner, and any such entry and abatement or removal shall not be deemed a trespass.

(a) Should the Declarant or any Lot Owner employ counsel to enforce any of the foregoing covenants, conditions, reservations, or restrictions, by reason of such breach, all costs incurred in such enforcement, including a reasonable fee for counsel, shall be paid by the Lot Owner, and the Declarant or Lot Owner enforcing same shall have a lien upon such Lot or Lots to secure payment of all such accounts.

(b) Should the Lot Owner fail, neglect, or refuse to satisfy and discharge any lien arising hereunder within thirty (30) days, the Declarant or Lot Owner in whose favor said lien has arisen, their respective heirs, successors and assigns, shall have the right to interest on such liens at the rate of eight (8%) percent per annum and shall be entitled to receive all costs of collection, including a reasonable attorneys fee.

(c) The breach of any of the foregoing covenants, conditions, reservations or restrictions shall not defeat or render invalid the lien of any mortgage made in good faith for value as to any Lot or Lots or portions of Lots, but these covenants, conditions, reservations, and restrictions shall be binding upon and effective against any such mortgagee or owner thereof whose title thereto or whose grantor's title is or was acquired by foreclosure or deed in lieu of foreclosure.

(d) No delay or omission on the part of the Declarant or the Lot Owners in exercising any rights, power, or remedy herein provided, in the event of any breach of the covenants, conditions, reservations, or restrictions herein contained, shall be construed as a waiver thereof or acquiescence therein, and no right of action shall accrue nor shall any action be brought or maintained by anyone whatsoever against the Declarant for or on account of its failure to bring any action on account of any breach of these covenants, conditions, reservations, or restrictions, or for imposing restrictions herein which may be unenforceable by the Declarant.

Section 10.3. Severability. Each and every one of the covenants, conditions, reservations, and restrictions contained herein shall be considered to be an independent and separate covenant and agreement, and in the event any one or more of such covenants, conditions, reservations, or restrictions shall be declared for any reason by a court of competent jurisdiction to be null and void, such judgment or decree shall not in any manner whatsoever affect, modify, change, abrogate, or nullify any of the covenants, conditions, reservations, and restrictions not so declared to be void, but all of the remaining covenants, conditions, reservations, and restrictions not so expressly held to be void shall continue unimpaired and in full force and effect.

Section 10.4. Rule Against Perpetuities. In the event the provisions hereunder are declared void by a court of competent jurisdiction by reason of the period of time herein stated for which the same shall be effective, then in that event such terms shall be

reduced to a period of time which shall not violate the rule against perpetuities as set forth in the laws of the Commonwealth of Pennsylvania.

Section 10.5 Public Rights The Real Estate shall be subject to any and all rights and privileges which the Township of Hampton (the "Township") or the County of Allegheny, Pennsylvania, may have acquired through dedication or the filing or recording of maps or plats of such premises, as authorized by law, and provided further, that no covenants, conditions, reservations, or restrictions, or acts performed, shall be in conflict with any Township or County Zoning Ordinance or Law.

Section 10.6 Third Party Beneficiary It is expressly intended by the Declarant and each Lot Owner that the Township shall be a beneficiary of the covenants, restrictions, reservations and servitudes set forth herein. The Declarant and each Lot Owner further acknowledge that by this express intention to benefit the Township, the Township shall be a party entitled to enforce all appropriate covenants, restrictions, reservations and servitudes contained herein, which entitlement on the part of the Township shall include the ability to exercise any and all remedies available at law and in equity for the enforcement of same.

Section 10.7 Gender, Etc. Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context indicates is appropriate covenants, restrictions, reservations and servitudes contained herein, which entitlement on the part of the Township shall include the ability to exercise any and all remedies available at law and in equity for the enforcement of same.

ARTICLE 11

DURATION OF COVENANTS, RESTRICTIONS, RESERVATIONS AND SERVITUDES

Section 11.1 Duration. All of the covenants, conditions, reservations, and restrictions set forth herein shall continue and remain in full force and effect at all times as against all Lot Owners, regardless of how title was acquired by any Lot Owner, until commencement of the calendar year January 1, 2027, and thereafter be of no further legal or equitable effect on the Real Estate or any Lot Owner; provided, however, that these covenants, conditions, reservations, and restrictions shall be automatically extended for a period of ten (10) years, and thereafter in successive ten-year-periods, unless on or before the end of one of such extension periods the Lot Owners of a two-thirds majority of the Lots in the Real Estate shall by written instrument duly recorded declare a termination of the same. Although these covenants, conditions, reservations, and restrictions may expire as herein provided, any and all reversions-or liens for breach of these covenants, cancellations, reservations, or restrictions committed or suffered prior to such expiration shall be absolute.

ARTICLE 12
DECLARANTS RIGHTS

Section 12:1. Control.

(a) For a period of five (5) years from the date of the first conveyance by the Declarant of any Lot in the Plan to a Lot Owner, the Declarant shall have sole power and authority to appoint and remove the officers and members of the Board of Directors of the Association, unless the Declarant earlier voluntarily surrenders the right to appoint and remove the officers and members of the Board of Directors. Notwithstanding the foregoing sentence, the period of Declarant control of the Association shall terminate no later than the earlier of (i) sixty (60) days after conveyance of seventy-five percent (75%) of the Lots to Lot Owners, or (ii) two (2) years after the Declarant has ceased to offer Lots for sale in the ordinary course of business.

(b) Not later than sixty (60) days after conveyance of twenty-five percent (25%) of the Lots to Lot Owners, at least one member and not less than twenty-five percent (25%) of the members of the Board of Directors shall be elected by the Lot Owners. Not Later than sixty (60) days after conveyance of fifty (50%) of the Lots to Lot Owners, not less than thirty-three percent of the members of the Board of Directors shall be elected by the Lot Owners.

ARTICLE 13
AMENDMENT OF DECLARATION

Section 13.1. Amendment Generally. This Declaration may be amended only in accordance with the express provisions of this Declaration.

Section 13.2. Amendment by Lot Owner. This Declaration may be amended by affirmative vote of Two Thirds (2/3) of all Lot Owners (including Lots owned by Declarant), pursuant to procedures applicable to voting by members of the Association as set forth in its By-Laws.