

BYLAWS
OF
LEHMAN'S CROSSING II OWNERS ASSOCIATION

ARTICLE I

Introductory Provisions

1.1. Applicability. These Bylaws provide for the governance of Lehman's Crossing II Owners Association (the "Association") pursuant to the requirements of Section 5101, et seq. of the Act with respect to the Planned Community created by recording the Declaration in the Office of the Recorder of Deeds of Cumberland County, Pennsylvania.

1.2. Definitions. Capitalized terms used herein without definition shall have the meanings specified for such terms in the Declaration to which these Bylaws pertain or, if not defined therein, the meanings specified or used for such terms in the Act.

1.3. Compliance. Pursuant to the provisions of the Act, every Unit Owner and all Persons entitled to occupy a Unit shall comply with these Bylaws.

1.4. Office. The office of the Planned Community, the Association, and the Executive Board shall be located at the Property or at such other place as may be designated from time to time by the Executive Board.

1.5. Incorporation of Statutory Law. Except as expressly provided herein, in the Declaration, or in the Act, the Association shall be governed by the provisions of the Nonprofit Corporation Law of 1988 of the Commonwealth of Pennsylvania, 15 Pa. C.S. §§5101, et seq., as amended from time to time (the "Corporation Law"). The "Board of Directors" described therein shall be referred to herein and in the Declaration as the "Executive Board."

ARTICLE II

Association

2.1. Membership. The Association is a Pennsylvania non-profit corporation established on a non-stock basis, all members of which are the Unit Owners of the Property. Declarant, being the initial owner of all Units in the Initial Phase and, as applicable, future Units in subsequent phases, shall initially constitute the members of the Association, pending the conveyance of Units to Unit Owners. A Person shall automatically become a member of the Association at the time he acquires legal title to his Unit and he shall continue to be a member so long as he continues to hold title to such Unit. A Person shall automatically cease being a member at such time as he no longer holds legal title to his Unit. A Unit Owner shall not be permitted to resign from membership in the Association

prior to the time at which he transfers title to his Unit to another. No membership may be transferred in any way except as an appurtenance to the transfer of title to the Unit to which that membership pertains. Transfer of membership shall be automatic upon transfer of title, but the Association may treat the prior Unit Owner as the member for all purposes until satisfactory evidence of the recording of the instrument transferring title shall be presented to the Secretary of the Executive Board. The date of recordation of an instrument of conveyance in the Office of the Recorder of Deeds for Cumberland County, Pennsylvania shall be determinative of all disputes concerning the date of transfer of title to any Unit.

2.2. Purpose. Except as otherwise established by the Executive Board, the Association shall have the responsibility of administering the Planned Community, establishing the means and methods of collecting assessments and charges, arranging for the management of the Planned Community and performing all of the other acts that may be required or permitted to be performed by the Association pursuant to the Act and the Declaration. The foregoing responsibilities shall be performed by the Executive Board or Managing Agent as more particularly set forth in these Bylaws.

2.3. Annual Meetings. Except as otherwise established by the Executive Board, the annual meetings of the Association shall be held on the second Tuesday of November of each year unless such date shall occur on a holiday, in which event the meeting shall be held on the succeeding Monday. At such annual meetings the Executive Board shall be elected by ballot of the Unit Owners in accordance with the requirements of Section 3.5 of these Bylaws and such other business as may properly come before the meeting may be transacted.

2.4. Budget Meeting. Any meetings of Unit Owners to consider proposed budgets shall be called in accordance with Sections 10.5 and 10.6 of the Declaration. The budget may be considered at Annual or Special Meetings called for other purposes as well.

2.5. Special Meeting.

(a) Convened by Executive Board or Unit Owners. Special meetings of Unit Owners may be called by the President, a majority of the Executive Board, or upon a petition signed and presented to the Secretary by Unit Owners entitled to cast at least twenty (20%) percent of the votes in the Association. The notice of any special meeting shall state the time, place and purpose thereof. Such meeting shall be held within thirty (30) days after receipt by the President of said resolution or petition. No business shall be conducted at a special meeting except as stated in the notice.

(b) First Special Election Meeting. Within sixty (60) days after conveyance of twenty-five (25%) percent of the Units to Unit Owners other than the Declarant, a special meeting of the Association shall be held at which two (2) additional members of the Executive Board shall be elected by the Unit Owners, excluding the Declarant as a Unit Owner. The three (3) members of the Executive Board previously appointed by Declarant shall be and remain members of the Executive Board. The Executive Board shall be comprised of five (5) members following the first special election meeting. The five (5) members of the Executive Board shall serve until the second special election meeting of the Association to be held in accordance with subsection (c) below.

(c) Second Special Election Meeting. Not later than the earlier of (i) seven (7) years after the date of the recording of the Declaration, or (ii) one hundred twenty (120)

days after seventy-five (75%) percent of the Units have been conveyed to Unit Owners other than Declarant, a special meeting of the Association shall be held at which all members of the Executive Board shall resign, and the Unit Owners, including the Declarant if the Declarant owns one or more Units, shall thereupon elect successor members of the Executive Board to act in the place and stead of those resigning. The two successor members receiving the highest number of votes shall serve until the third annual meeting of the Association following the meeting at which they were elected. The two successor members receiving the next highest number of votes shall serve until the second annual meeting of the Association following the meeting at which they were elected. The remaining successor member shall serve until the next annual meeting of the association following the meeting at which he or she was elected. The purpose of this format is to establish staggered terms so that there are always experienced members on the Executive Board. Notwithstanding the foregoing exceptions, pursuant to Section 3.5 below, a full regular term of office is three (3) years.

(d) Combining Special Election Meetings with Annual Meeting. Notwithstanding the foregoing, if any meeting required pursuant to subsections (b) and (c) above could be held on the date an annual meeting of the Association is scheduled, then such meeting(s) may be held concurrently with such annual meeting.

2.6. Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Unit Owners as may be designated by the Executive Board.

2.7. Notice of Meetings. The Secretary shall give to each Unit Owner a notice of each annual, regularly scheduled or special meeting of the Association not fewer than ten (10) nor more than sixty (60) days in advance of any meeting, stating the time and place of the meeting and the items on the agenda, including the general nature of any proposed amendment to the Declaration or the Bylaws, any budget or assessment changes and any proposal to remove an Executive Board member or officer. The giving of a notice of meeting in the manner provided in this Section and Section 10.1 of these Bylaws shall be considered service of notice.

2.8. Quorum and Adjournment of Meetings. Except as otherwise provided in these Bylaws, the presence in person or by proxy of twenty (20%) percent or more of the Unit Owners shall constitute a quorum at all meetings of the Association. If at any meeting of the Association a quorum is not present, Unit Owners entitled to cast a majority of the votes represented at such meeting may adjourn the meeting to a time not less than twenty-four (24) hours after the time for which the original meeting was called.

2.9. Order of Business. The order of business at all meetings of the members of the Association shall be as follows:

- (a) Roll call (proof of quorum).
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading and approval of minutes of preceding meeting.
- (d) Reports of officers and committees.

- (e) Election of members of the Executive Board, if applicable to such meeting.
- (f) Unfinished business.
- (g) New business.
- (h) Adjournment.

2.10. Conduct of Meetings. The President (or in his absence, the Vice President) shall preside over all meetings of the Association and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting as well as a record of all transactions occurring thereat. The President may appoint a person to serve as parliamentarian at any meeting of the Association. The then current edition of Robert's Rules of Order shall govern the conduct of all meetings of the Association when not in conflict with the Declaration, these Bylaws or the Act. All votes shall be tallied by tellers appointed by the President or other officer presiding over the meeting.

2.11. Voting.

(a) Number of Votes Held by Unit Owners. Voting at all meetings of the Association shall be on a percentage basis and the number of votes to which each Unit Owner is entitled is set forth in the Declaration.

(b) Multiple Owners of a Unit. If the owner of a Unit is a corporation, joint venture, partnership or unincorporated association, the natural person who shall be entitled to cast the vote for such Unit shall be the person named in a certificate executed by such entity pursuant to its governing documents. If the owner of a Unit is a trust, the trustee or trustees shall be deemed to be the owner for the voting purposes. Where the ownership of a Unit is in more than one person, the natural person who shall be entitled to cast the vote of such Unit shall be the person named in a certificate executed by all of the owners of such Unit and filed with the Secretary or, in the absence of such named person from the meeting or the failure to execute and file such a certificate, the person who shall be entitled to cast the vote of such Unit shall be the person owning such Unit who is present. Such certificate shall be valid until revoked by a subsequent certificate similarly executed. If more than one (1) person owning such Unit is present, then such vote shall be cast only in accordance with their unanimous agreement. There shall be deemed to be unanimous agreement if any one (1) of the multiple owners casts the votes allocated to that Unit without protest being made promptly to the individual presiding over the meeting by any of the other Owners of the Unit. For any matter requiring approval or disapproval of Unit Owners, the person having voting power for a Unit is the person who would be entitled to cast the vote at any meeting of the Association. An exception to this rule is a situation in which the Act or the Declaration requires the owners of a Unit to execute an instrument in the same manner as a deed.

(c) Percentage of Votes Required to Adopt Decisions. Except with respect to election of members of the Executive Board and except where a greater number is required by the Act, the Declaration or these Bylaws, a "Majority Vote" is required to adopt decisions at any meeting of the Association. A "Majority Vote" means a vote by Unit Owners vested with more than fifty percent of the votes (as allocated in the Declaration) actually voted in person or by proxy at a duly convened meeting at which a quorum is present.

(d) Election of Executive Board Members. In all elections for Executive Board members, each Unit Owner shall be entitled to cast for each vacancy to be filled at such election the number of votes allocated to the Unit or Units owned by such Unit Owner as provided in the Declaration. Those candidates for election receiving the greatest number of votes cast in such elections shall be elected and, if Executive Board members are being elected to unequal terms, the candidates receiving the higher number of votes shall be elected to the longer terms.

(e) Declarant's Right to Vote Its Units. Except as set forth in Section 2.5(b), if the Declarant owns or holds title to one (1) or more Units, the Declarant shall have the right at any meeting of the Association to cast the votes to which such Unit or Units are entitled.

(f) Association Has No Vote. No votes allocated to a Unit owned by the Association may be cast.

(g) No Cumulative or Class Voting. There shall be no cumulative or class voting.

2.12. Proxies. A vote may be cast in person or by proxy. Such proxy may be granted by any Unit Owner in favor of only another Unit Owner, a holder of a mortgage on a Unit or the Declarant. Proxies shall be duly executed in writing, shall be valid only for the particular meeting designated therein and must be filed with the Secretary before the appointed time of the meeting. Such proxy shall be deemed revoked only upon actual receipt by the Person presiding over the meeting of written notice of revocation from the grantor(s) of the proxy.

2.13. Action Without Meeting. Any action required or permitted to be taken by a vote of the members of the Association may be taken without a meeting by unanimous written consent executed by all Unit Owners stating the action so taken. Any such written consent shall be filed with the minutes of the proceedings of the Association.

ARTICLE III

Executive Board

3.1. Number and Qualification. The affairs of the Association shall be governed by an Executive Board. The Executive Board shall initially be composed of three (3) natural persons, all of whom shall be Unit Owners or designees of the Declarant. The size of the Executive Board is subject to change as provided in Article XII of the Declaration.

3.2. Powers and Duties. The Executive Board may act in all instances on behalf of the Association, except as provided in the Declaration, these Bylaws or the Act. The Executive Board shall have, subject to the limitations contained in the Declaration and the Act, the powers and duties necessary for the administration of the affairs of the Association and of the Planned Community which shall include, but not be limited to, the following:

- (a) Adopt and amend Bylaws, rules and regulations;
- (b) Adopt and amend budgets for revenues, expenditures and reserves;

- (c) Collect assessments for Common Expenses from Unit Owners;
- (d) Hire and discharge managing agents;
- (e) Hire and discharge employees and agents other than managing agents and independent contractors;
- (f) Institute, defend or intervene in litigation or administrative proceedings in the Association's name on behalf of the Association or two or more Unit Owners on matters affecting the Planned Community;
- (g) Make contracts and incur liabilities;
- (h) Regulate the use, maintenance, repair, replacement and modification of the Common Elements;
- (i) Cause additional improvements to be made as a part of the Common Elements;
- (j) Acquire, hold, encumber and convey in the Association's name any right, title or interest to real property or personal property but Common Elements may be conveyed or subjected to a Security Interest only pursuant to the provisions of the Act;
- (k) Grant easements for any period of time including permanent easements, and leases, licenses and concessions for no more than one year, to or over the Common Elements, provided that any such easements, leases, licenses or concession shall be granted in accordance with Section 3302(a)(9) of the Act;
- (l) Impose and receive payments, fees or charges for the use, rental or operation of the Common Elements and for services provided to Unit Owners;
- (m) Impose charges or interest or both for late payment of assessments and, after Notice and Hearing, levy reasonable fines for violations of the Declaration, Bylaws, rules and regulations of the Association;
- (n) Impose reasonable charges for the preparation and recordation of amendments to the Declaration, resale certificates or statements of unpaid assessments;
- (o) Provide for the indemnification of the Association's officers and Executive Board and maintain directors' and officers' liability insurance;
- (p) Maintain property and liability insurance in connection with the Planned Community in accordance with the provisions of the Declaration and Section 5312 of the Act;
- (q) Effectuate any merger of the Planned Community and the Association with any one or more planned communitie(s) and its/their association, subject nonetheless to Section 22.2 of the Declaration;

(r) Assign the Association's right to future income, including the right to receive Common Expense assessments;

(s) Exercise any other powers conferred by the Act, Declaration or Bylaws;

(t) Exercise all other powers that may be exercised in this state by legal entities of the same type as the Association;

(u) Exercise any other powers necessary and proper for the governance and operation of the Association; and

(v) By resolution, establish committees of the Executive Board, permanent and standing, to perform any of the above functions under specifically delegated administrative standards, as designated in the resolution establishing the committee. All committees must maintain and publish notice of their actions to Unit Owners and the Executive Board. However, actions taken by a committee may be appealed to the Executive Board by any Unit Owner within thirty (30) days of publication of such notice, and such committee action must be ratified, modified or rejected by the Executive Board at its next regular or special meeting.

3.3. Standard of Care. In the performance of their duties, the officers and members of the Executive Board shall stand in a fiduciary relation to the Association and shall perform their duties, including duties as members of any committee of the board upon which they may serve, in good faith, in a manner they reasonably believe to be in the best interests of the Association and with such care, including reasonable inquiry, skill and diligence, as a person of ordinary prudence would use under similar circumstances. In performing his duties, an officer or Executive Board member shall be entitled to rely in good faith on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by any of the following:

(1) One or more other officers or employees of the Association whom the officer or Executive Board member 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 Executive Board member reasonably believes to be within the professional or expert competence of such person.

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

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

3.4. Delegation of Powers; Managing Agent. The Executive Board may employ for the Planned Community a "Managing Agent" at a compensation established by the Executive Board to perform such duties and services as the Executive Board shall authorize. Where a Managing Agent does not have the power to act under the Act, the

Declaration or these Bylaws, such duties shall be performed as advisory to the Executive Board. The Executive Board may delegate to the Managing Agent only the powers granted to the Executive Board by these Bylaws under subsections 3.2(c), (e), (g) and (h).

Any contract with the Managing Agent must provide that it may be terminated with cause on no more than thirty (30) days' written notice and without cause on no more than ninety (90) days' written notice. This right of termination shall not require the payment of any penalty by the Association. The term of any such contract may not exceed one (1) year.

3.5. Election and Term of Office. Subject to Article XII of the Declaration, the election of members of the Executive Board shall be held at the annual meetings of the Association. Nominations for members of the Executive Board may be submitted either in advance of the election meeting or from the floor at the meeting at which the election is held, or both. The term of office of any Executive Board member to be elected (except as set forth in Sections 2.5(b) and (c) and 3.7 hereof) shall be fixed at three (3) years. The members of the Executive Board shall hold office until the earlier to occur of the election of their respective successors or their death, adjudication of incompetency, removal, or resignation. An Executive Board member may serve an unlimited number of terms and may succeed himself.

3.6. Removal or Resignation of Members of the Executive Board. Except with respect to members designated by Declarant, at any regular or special meeting of the Association duly called, any one (1) or more of the members of the Executive Board may be removed with or without cause by Unit Owners entitled to cast a majority of all votes in the Association and a successor may then and there be elected to fill the vacancy thus created. Any Unit Owner proposing removal of a Board member shall give notice thereof to the Secretary. Any member whose removal has been proposed by a Unit Owner shall be given at least ten (10) days' notice by the Secretary of the time, place and purpose of the meeting and shall be given an opportunity to be heard at the meeting. A member of the Executive Board may resign at any time and shall be deemed to have resigned upon transfer of title to his Unit. Declarant shall have the right to remove and replace any or all members appointed by Declarant at any time and from time to time until the required resignation date specified in Section 12.1 of the Declaration.

3.7. Vacancies. Except as set forth in Section 3.6 above with respect to members appointed by Declarant, vacancies in the Executive Board caused by any reason other than the removal of a member by a vote of the Unit Owners shall be filled by a vote of a majority of the remaining members at a special meeting of the Executive Board held for such purpose promptly after the occurrence of any such vacancy, even though the members present at such meeting may constitute less than a quorum. Each person so elected shall be a member of the Executive Board for the remainder of the term of the member being replaced. In the case of multiple vacancies, the member receiving the greatest number of votes shall be elected for the longest term. In the event of a vacancy caused by the resignation or removal of an Executive Board member elected by the Unit Owners pursuant to Section 2.5(b) above, that member's replacement shall be elected by Unit Owners other than Declarant at a special meeting of the Association called for such purpose.

3.8. Organization Meeting. The first meeting of the Executive Board following each annual meeting of the Association shall be held within ten (10) days thereafter at such time and place as shall be fixed by the President (even if he is the outgoing President) at the meeting at which such Executive Board shall have been elected, and no notice shall be

necessary to the newly elected members of the Executive Board in order legally to constitute such meeting, if a majority of the Executive Board members shall be present at such meeting.

3.9. Regular Meetings. Regular meetings of the Executive Board may be held at such time and place as shall be determined from time to time by a majority of the members, but such meetings shall be held at least once during each fiscal year. Notice of regular meetings of the Executive Board shall be given to each member, by personal delivery or by mail or telegraph, at least three (3) business days prior to the day named for such meeting.

3.10. Special Meetings. Special meetings of the Executive Board maybe called by the President on at least three (3) business days' notice to each member, given by hand delivery or by mail or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Executive Board shall be called by the President or Secretary in like manner and on like notice on the written request of at least two (2) members of the Executive Board.

3.11. Waiver of Notice. Any member may waive notice of any meeting in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member at any meeting of the Executive Board shall constitute a waiver of notice. If all members are present at any meeting, no notice shall be required and any business may be transacted at such meeting.

3.12. Quorum of the Executive Board. At all meetings of the Executive Board a majority of the members shall constitute a quorum for the transaction of business, and the votes of a majority of the members present at a meeting at which a quorum is present shall constitute the decision of the Executive Board. If at any meeting of the Executive Board there shall be less than a quorum, present, the member present may adjourn the meeting. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice. One (1) or more members of the Executive Board may participate in and be counted for quorum purposes at any meeting by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other.

3.13. Compensation. No member of the Executive Board shall receive any compensation from the Association for acting as such, but may be reimbursed for any reasonable expenses incurred in the performance of his duties.

3.14. Conduct of Meetings. The President shall preside over all meetings of the Executive Board and the Secretary shall keep a minute book of the Executive Board meetings, recording therein all resolutions adopted by the Executive Board and a record of all transactions and proceedings occurring at such meetings. The then current edition of Robert's Rules of Order shall govern the conduct of the meetings of the Executive Board if and to the extent not in conflict with the Declaration, these Bylaws or the Act.

3.15. Action Without Meeting. Any action by the Executive Board required or permitted to be taken at any meeting may be taken without a meeting if all the members of the Executive Board shall individually or collectively consent in writing to such action. Any such written consent shall be filed with the minutes of the proceedings of the Executive Board.

3.16. Validity of Contracts With interested Executive Board Members. No contract or other transaction between the Association and one (1) or more of its Executive Board members or between the Association and any corporation, firm, or association in which one (1) or more of the Executive Board members are directors or officers, or are financially interested, shall be void or voidable because such Executive Board member or members are present at any meeting of the Executive Board which authorized or approved the contract or transaction or because his or their votes are counted, if the circumstances specified in either of the following subparagraphs exists:

(a) The fact that an Executive Board member is also such a director or officer or has such financial interest is disclosed or known to the Executive Board, whether or not such interest is noted in the minutes thereof, and the Executive Board, authorizes, approves or ratifies the contract or transaction in good faith by a vote sufficient for the purpose without counting the vote of such Executive Board member; or

(b) The contract or transaction is made in good faith and is not unconscionable to the Association at the time it is authorized, approved or ratified.

3.17. Inclusion of Interested Executive Board Members in the Quorum. Any Executive Board member holding such director or officer position or having such financial interest in another corporation, firm or association may be counted in determining the presence of a quorum at a meeting of the Executive Board or a committee thereof which authorizes, approves or ratifies a contract or transaction of the type described in Section 3.16 hereof.

3.18. Corporate Employees and Partners. Notwithstanding any other provision contained in the Planned Community Documents, if an employee or officer of a corporate Unit Owner or a partner of a partnership Unit Owner serves as a member of the Executive Board, and such employee, officer or partner dies, or if his employment or partnership relationship is terminated, such individual shall thenceforth cease to be a member of the Executive Board and the corporate or partnership Unit Owner shall immediately designate another employee, officer or partner to succeed the former Executive Board member and to complete his term as such Executive Board member.

ARTICLE IV

Officers

4.1. Designation. The principal officers of the Association shall be the President, the Vice President, the Secretary and the Treasurer, all of whom shall be elected by the Executive Board. The Executive Board may appoint an assistant treasurer, an assistant secretary and such other officers as in its judgment may be necessary. The President and Vice President shall be members of the Executive Board. Any other officers may, but need not, be Unit Owners or members of the Executive Board. An officer other than the President may hold more than one (1) office.

4.2. Election of Officers. The officers of the Association shall be elected annually by the Executive Board at the organization meeting of each new Board and shall hold office at the pleasure of the Executive Board.

4.3. Removal of Officers. Upon the affirmative vote of a majority of all members of the Executive Board, any officer may be removed, either with or without cause, and a successor may be elected at any meeting of the Executive Board called for such purpose.

4.4. President. The President shall be the chief executive officer of the Association, preside at all meetings of the Association and of the Executive Board and have all of the general powers and duties which are incident to the office of president of a corporation organized under the laws of Pennsylvania including without limitation the power to appoint committees from among the Unit Owners from time to time as the President may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association.

4.5. Vice President. The Vice President shall take the place of the President and perform the duties of the President whenever the President shall be absent or unable to act. The Vice President shall also perform such other duties as shall from time to time be delegated or assigned him by the Executive Board or by the President.

4.6. Secretary.

(a) General Duties. The Secretary shall keep the minutes of all meetings of the Association and of the Executive Board, have charge of such books and papers as the Executive Board may direct, maintain a register setting forth the place to which all notices to Unit Owners and holders of mortgages on any Units hereunder shall be delivered and, in general, perform all the duties incident to the office of secretary of a corporation organized under the laws of Pennsylvania.

(b) Official List of Unit Owners. The Secretary shall make an attempt to compile and maintain at the principal office of the Association, an updated list of Unit Owners and their last known post office addresses. Such lists shall also show opposite each Unit Owner's name the address of the Unit owned by such Unit Owner. The list shall be revised by the Secretary to reflect changes in ownership of Units occurring prior to the date of each annual or special meeting of the Association. This list shall be open to inspection by all Unit Owners and other persons lawfully entitled to inspect the same during regular business hours up to the date of each such annual or special meeting.

4.7. Treasurer. The Treasurer shall be responsible for (a) the safekeeping of the Association funds and securities, (b) keeping full and accurate financial records and books of account showing all receipts and disbursements, (c) the preparation of all required financial data, and (d) for the deposit of all monies in the name of the Executive Board or the Association, in such depositories as may from time to time be designated by the Executive Board and, in general, perform all the duties incident to the office of treasurer of a corporation organized under the laws of Pennsylvania.

4.8. Execution of Documents. All agreements, contracts, deeds, leases, checks and other instruments of the Association for expenditures or obligations in amounts greater than five (5%) percent of the annual budget of the Association shall be executed by two (2) officers of the Association designated for this purpose by the Executive Board. All such instruments for expenditures or obligations in amounts equal to or less than five (5%) percent of the annual budget of the Association may be executed by either the President or Vice President.

4.9. Compensation. No officer shall receive any compensation from the Association for acting as such officer, but may be reimbursed for any out-of-pocket expenses incurred in performing his duties; provided, however, the Secretary, and Treasurer may be compensated for their services if the Executive Board determines such compensation to be appropriate.

4.10. Resale Certificates and Statements of Unpaid Assessments. The Treasurer, Assistant Treasurer, Secretary, or a manager employed by the Association, or, in their absence, any officer having access to the books and records of the Association, may prepare, certify, and execute resale certificates in accordance with Section 5407(b) of the Act and statements of unpaid assessments in accordance with Section 5315(h) of the Act. The form resale certificate attached as Exhibit 4.10 hereto shall be deemed to satisfy the foregoing provisions of the Act. The Association may charge a reasonable fee for preparing resale certificates and statements of unpaid assessments.

ARTICLE V

Maintenance

5.1. Maintenance Responsibilities. The maintenance, repair and replacement responsibility for Units and Common Elements shall be carried out by the Association and the Unit Owners in accordance with the provisions of the Act, by Article VI of the Declaration, and as set forth in Exhibit 5.1 to these Bylaws.

ARTICLE VI

Compliance and Default

6.1. Relief. Each Unit Owner shall be governed by, and shall comply with, all of the terms of the Declaration, these Bylaws, the Rules and Regulations and the Act, as any of the same may be amended from time to time. In addition to the remedies provided in the Act and the Declaration, a default by a Unit Owner to comply with any provisions of the Planned Community Documents or the Act shall entitle the Association, acting through its Executive Board or the Managing Agent, to the following relief:

(a) Additional Liability. Each Unit Owner shall be liable for the expense of all maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or the act, neglect or carelessness of his tenants, guests, invitees or licensees, but only if and to the extent that such expense is not fully covered by the proceeds of insurance carried by the Association. Such liability shall include any increase in casualty insurance premiums occasioned by improper use, misuse, occupancy or abandonment of any Unit or its appurtenances. Nothing contained herein, however, shall be construed as modifying any waiver by any insurance company of its rights of subrogation.

(b) Costs and Attorney's Fees. In any proceedings arising out of any alleged default by a Unit Owner, the prevailing party shall be entitled to recover the costs of such proceeding and such reasonable attorney's fees as may be determined by the court.

(c) No Waiver of Rights. The failure of the Association, the Executive Board or of a Unit Owner to enforce any right, provision, covenant or condition which may be granted by the Declaration, these Bylaws, the Executive Board, Rules and Regulations or the Act shall not constitute a waiver of the right of the Association, the Executive Board or the Unit Owner to enforce such right, provision, covenant or condition in the future. All rights, remedies and privileges granted to the Association, the Executive Board or any Unit Owner pursuant to any term, provision, covenant or condition of the Declaration, these Bylaws, the Rules and Regulations or the Act shall be deemed to be cumulative and the exercise of any one (1) or more thereof shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other privileges as may be granted to such party by the Declaration, these Bylaws, the Rules and Regulations or the Act or at law or in equity.

(d) Abating and Enjoining Violations by Unit Owners. The violation of any of the Rules and Regulations adopted by the Executive Board, the breach of any Bylaw contained herein or the breach of any provision of the Declaration or the Act, shall give the Executive Board the right, after Notice and Hearing, in addition to any other rights: (a) to enter the Unit in which, or as to which, such violation or breach exists and summarily to abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Executive Board shall not thereby be deemed guilty in any manner of trespass; (b) to levy fines pursuant to Section 6.2 below; and/or (c) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

6.2. Fine for Violation. By resolution, following Notice and Hearing, the Executive Board may levy a fine of up to \$25.00 per day for each day that a violation of the Planned Community Documents or the Act persists after such Notice and Hearing, but such amount shall not exceed that amount necessary to insure compliance with the rule or order of the Executive Board.

6.3. Late Charges and Interest on Delinquent Assessments. Any assessment not paid within five (5) days after its due date shall accrue a late charge in the amount of Ten Dollars (\$ 10.00) or such other amount as may be determined by the Executive Board, shall constitute the personal liability of the Owner of the Unit so assessed and also shall, until fully paid, constitute a lien against such Unit pursuant to Section 5315 of the Act.

6.4. Disputes. In the event of any dispute or disagreement between any Unit Owners relating to the Property, or any questions of interpretation or application of the provisions of this Declaration, the Plats and Plans, the Bylaws or the Rules and Regulations, the determination thereof by the Executive Board, after Notice and Hearing, shall be final and binding on each and all such Unit Owners. The Executive Board shall have the authority to seek a declaratory judgment or other appropriate judicial relief or order to assist it in carrying out its responsibilities under this Section. All costs of obtaining such a judgment shall be borne by the disputants, or in the absence of disputants, by the Association as a Common Expense.

ARTICLE VII

Amendments

7.1. Amendments to Bylaws. These Bylaws may be amended only pursuant to the provisions of Article XVII of the Declaration.

ARTICLE VIII

Records

8.1. Records and Audit. The Association shall maintain accurate and complete financial records of the affairs of the Planned Community, including such information as is required for the Association to provide resale certificates and statements of unpaid assessments as required by Section 5407(b) and 5315(h) of the Act. The financial records shall be maintained and audited in accordance with Article XI of the Declaration. The cost of the audit shall be a Common Expense unless otherwise provided in the documents.

8.2. Examination. All records maintained by the Association or by the Managing Agent shall be available for examination and copying by any Unit Owner, by any holder of a Security Interest in a Unit, or by any of their duly authorized agents or attorneys, at the expense of the person examining the records, during normal business hours and after reasonable notice.

ARTICLE IX

Miscellaneous

9.1. Notices. All notices, demands, bills, statements, or other communications under these Bylaws shall be in writing and shall be deemed to have been duly given if hand delivered or if sent prepaid by United States mail (i) if to a Unit Owner, at the address which the Unit Owner shall designate in writing and file with the Secretary or, if no such address is designated, at the address of the Unit of such Unit Owner, or (ii) if to the Association, the Managing Agent, or to the Executive Board, at the principal office of the Association or Managing Agent or at such other address as shall be designated by notice in writing to the Unit Owners pursuant to this Section. If a Unit is owned by more than one (1) Person, each such Person who so designates an address in writing to the Secretary shall be entitled to receive all notices hereunder.

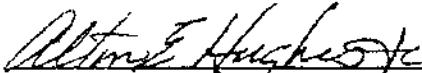
9.2. Interpretation. In the event of a conflict of interpretation between the provisions set forth in these Bylaws and the Declaration, the Declaration shall govern. In the event that the Internal Revenue Code is hereafter amended or changed, both the Declaration and these Bylaws shall be interpreted in such a manner as to conform to the provisions of the Internal Revenue Code with respect to non-profit entities, it being the intention to preserve the lawful status of the Association as a bona-fide non-profit entity.

9.3. Captions. The captions herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of these Bylaws or the intent of any provision thereof.

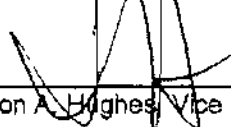
9.4. Gender. The use of the masculine gender in these Bylaws shall be deemed to include the feminine and neuter genders and the use of the singular shall be deemed to include the plural, and vice versa, whenever the context so requires.

Adopted this 2nd day of April, 2013, by the Executive Board of the Association.

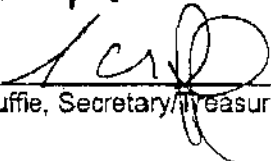
LEHMAN'S CROSSING II OWNERS
ASSOCIATION



Alton E. Hughes, Jr. President



Jason A. Hughes, Vice President



Mark C. Duffie, Secretary/Treasurer

:524117

EXHIBIT 4.10

FORM RESALE CERTIFICATE

•

LEHMAN'S CROSSING II OWNERS ASSOCIATION

RESALE CERTIFICATE

As Required by Section 5407
of the Pennsylvania Uniform Planned Community Act
Resale of Units

Date: _____

Resale of Unit No. _____

Lehman's Crossing II Owners Association (the "Association") hereby provides the following information, together with a copy of the Declaration, the Bylaws and the Rules and Regulations, in accordance with Section 5407 of the Pennsylvania Uniform Planned Community Act pursuant to the request of _____ (the "Selling Unit Owner"), who has indicated an intent to resell the above-described Unit (the "Unit"):

1. Neither the Declaration nor any other Community Documents, as defined in the Declaration, contains any right of first refusal or any other restraint on the free alienability of the Unit which would be affected by the proposed disposition (i.e., the sale of the fee simple interest) of the Unit.

2. (a) The currently monthly Common Expense Assessment for the Unit is \$ _____.

(b) The amount of any unpaid Common Expense or special assessment currently due and payable from the Selling Unit Owner is \$ _____.

3. The amount of any credit of Association's surplus funds credited to the Unit and to be applied to reduce future Common Expense Assessments is \$ _____.

4. Other fees payable by Unit Owner in the Community are: _____

5. Capital expenditures proposed by the Association for the current and two (2) next succeeding calendar years are: _____

6. (a) The amount of reserves presently held by the Association for capital expenditures and the amount of any portion of those reserves designated by the Association for specified projects: _____

7. The most recent regularly prepared balance sheet and income and expense statement, if any, of the Association are attached hereto.

8. The current operating budget of the Association is attached hereto.
9. The following is a statement of any judgments against the Association and the status of any pending suits to which the Association is a party is: _____
10. The following insurance coverage is provided by the Association for the benefit of Unit Owners: _____
11. The Executive Board has the following knowledge of any alterations or improvements to the Unit or to the Limited Common Elements assigned thereto in violation of any provision of the Declaration: _____
12. The Executive Board has the following knowledge of any violations of applicable governmental requirements or knowledge of the existence of any hazardous conditions pursuant to Section 5402(a)(26) with respect to the Unit, the Limited Common Elements assigned thereto, or any other portion of the Community: _____
13. The Declaration does not provide for cumulative or class voting.
14. The Community is not now a master association and is not part of a master association.
15. The Community can become a master association or can become part of a master association.
16. Declarant retains the Special Declarant Right to cause a merger or consolidation of the Community.

LEHMAN'S CROSSING II OWNERS
ASSOCIATION

By: _____
Name:
Title:

Attachments:

Declaration
Association Bylaws
Rules and Regulations
Most Recent Balance Sheet
Income and Expense Statement
Current Operating Budget
Insurance Certificate

:524757

EXHIBIT G

LEHMAN'S CROSSING II, A PLANNED COMMUNITY
LEHMAN'S CROSSING II OWNERS ASSOCIATION
CHART OF MAINTENANCE RESPONSIBILITIES

LEHMAN'S CROSSING II, A PLANNED COMMUNITY
 LEHMAN'S CROSSING II OWNERS ASSOCIATION
 CHART OF MAINTENANCE RESPONSIBILITIES

ITEM DESCRIPTION	ASSOCIATION	UNIT OWNER*	JOINT**
Decks			
Repair		X	
Replacement		X	
Sidewalks, including steps			
Cleaning/Sweeping		X	
Maintenance and Repair	X		
Replacement	X		
Patio			
Cleaning/Sweeping		X	
Maintenance and Repair		X	
Replacement		X	
Driveway Surfaces			
Cleaning		X	
Resealing/Resurfacing	X		
Repair	X		
Replacement	X		
Landscaping/Lawn Care			
Mowing	X		
Watering		X	
Shrub & Tree Pruning	X		
Bed Cleaning & Weeding	X		
Fertilizing, Weed Control & Insect Control	X		
Tanbarking	X		
Leaf Removal	X		
Replacement of Grass, Shrubs & Trees to Natural Causes or Association Neglect	X		
Replacement of Grass, Shrubs & Trees to Willful Misconduct or Unit Owner Neglect			X
Snow Removal			
Patios		X	
Sidewalks and Stoops (front porch)	X		
Driveways	X		
Fire Hydrant Access	X		
Mailbox Access	X		
Exterior Lighting Serving Common Facilities			
Repair/Replacement of Fixtures	X		
Repair/Replacement of Wiring	X		
Bulb Replacement	X		
Exterior Lighting Serving Only One Unit			
Repair/Replacement of Fixtures		X	
Repair/Replacement of Wiring		X	
Bulb Replacement		X	

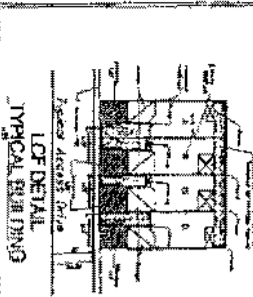
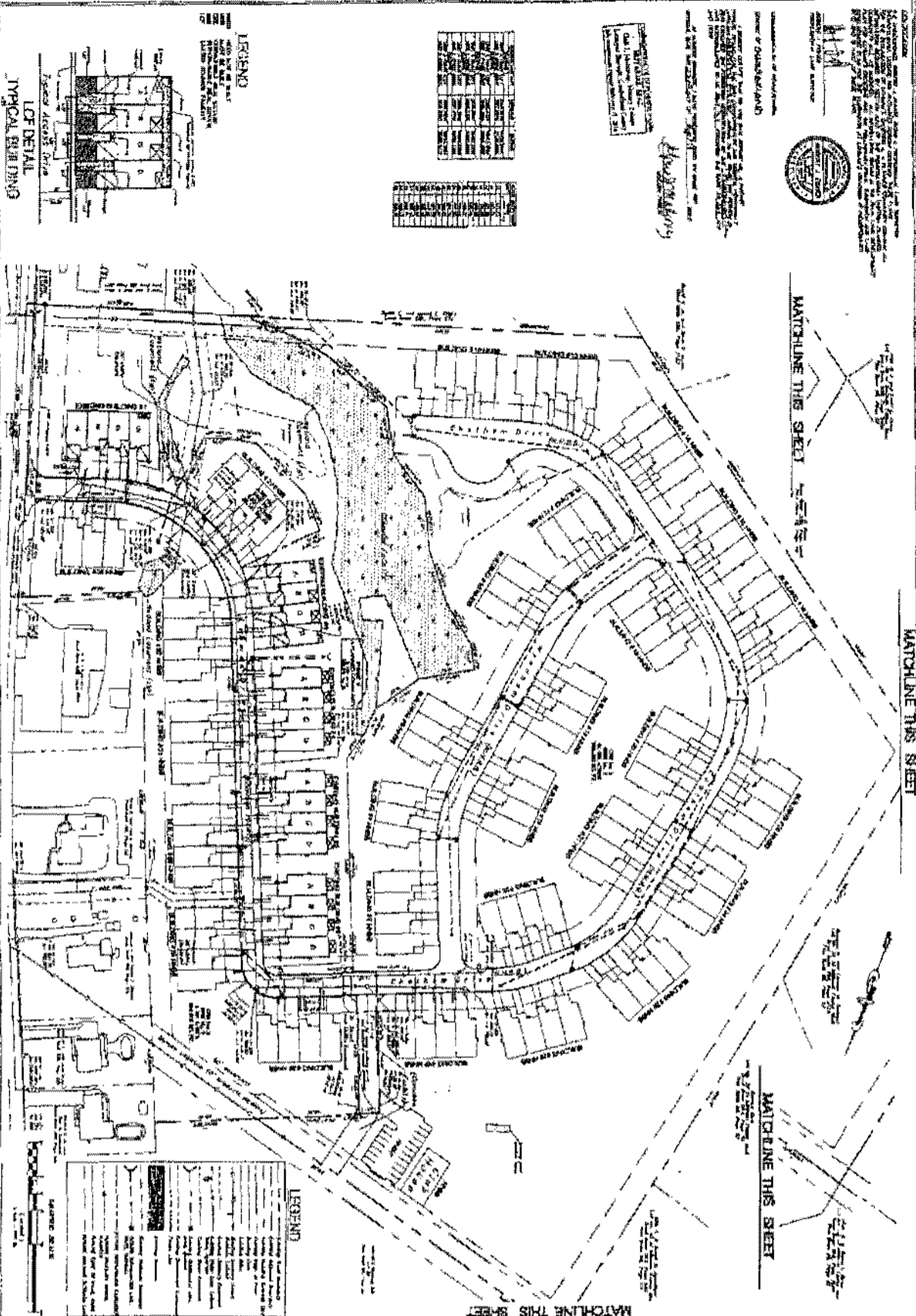
ITEM DESCRIPTION	ASSOCIATION	UNIT OWNER	JOINT**
Electrical System			
All portions serving only one Unit		X	
Water/Plumbing System			
All portions serving one Unit		X	
Sewer System			
All portions serving only one Unit (service line to curb)		X	
Pest Control and Extermination			
Exterior wood-boring/stinging insects	X		
All other infestations		X	
Municipal Sanitary Sewer			
Charges		X	
Storm Water Facilities/Drainage (Common Facilities)			
Swale Maintenance	X		
Rergrading/remedies (as required)	X		
Painting/Staining			
Decks		X	
All exterior doors and garage doors (except front storm door)			X
Front Storm Door (if applicable)		X	
All interior surfaces		X	
Insurance			
Blanket policy covering structures and Common Facility liability	X		
Unit contents "Unit Owner's" Policy		X	
Association/Director's Liability Insurance	X		
Trash Removal			
Payment of fees for trash collection		X	
Miscellaneous			
Air Conditioning Unit		X	
Heating Systems		X	
Water Heaters		X	
All Appliances		X	
Furnace Vents		X	
Mailboxes, Standards and Posts	X		
Dryer Vents		X	
Fireplace		X	
Exterior Siding	X		
Gutter/Down Spouts	X		
Roof/including Shingles	X		
Awning Over Patio or Deck ***		X	

ITEM DESCRIPTION	ASSOCIATION	UNIT OWNER	JOINT**
Windows			
Replacement			X
Glass Replacement		X	
Cleaning and Maintenance		X	
Exterior Doors (excluding Exterior Storm Doors)			
Replacement			X
Locks, Hinges and Hardware		X	
Trim, Buck, Sill and Weatherstripping		X	
Exterior Painting	X		
Exterior Storm Doors***			
Repair		X	
Replacement		X	
Privacy Fences			
Staining or Painting	X		
Replacement	X		
Garage Doors			
Replacement		X	
Garage Door Opener and Controls		X	
Hardware, Hinges, Locks and Tracks		X	

* In the event that in the Association's judgment, an exterior item listed in this column is in need of repair, maintenance or replacement, and a Unit Owner fails to complete such repair, maintenance or replacement within a reasonable period of time after receiving notice from the Association that such work must be done, the Association may cause the work to be done and shall bill the cost of such repair, maintenance or replacement to the Unit Owner who failed to complete the work. The costs incurred by the Association for the remediation of the Unit Owner's work shall be billed to the Unit Owner and collected as a special assessment in accordance with the provisions of the Declaration.

** JOINT represents those maintenance, repair or replacement items which are assigned to the Association to have the work done, but the costs attributable to such maintenance, repair or replacement will then be billed to the benefited Unit Owner by the Association. If a Unit Owner desires to do the work or desires to contract with a reputable contractor to complete any item set forth in the JOINT column, the Unit Owner may do so at Unit Owner's sole expense, provided that he gets the Association's prior written approval of his plans and specifications. In the event that the work is not approved by the Association prior to commencement or if, in the Association's judgment, the work is inconsistent with community standards, the Association may cause the work to be corrected to acceptable standards at the Unit Owner's expense. The costs incurred by the Association for the remediation of the Unit Owner's work shall be billed to the Unit Owner and collected as a special assessment in accordance with the provisions of the Declaration.

*** Unit Owners may, subject to the approval of the Association, install and maintain exterior storm doors and / or roof awning systems over their rear patio or deck. Such approvals shall be pursuant to the Rules and Regulations of the Association.



LEGEND

1. 1/2" = 1' - 0"

2. 1/4" = 1' - 0"

3. 1/8" = 1' - 0"

4. 1/16" = 1' - 0"

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31	32	33	34	35	36	37	38	39	40
41	42	43	44	45	46	47	48	49	50

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31	32	33	34	35	36	37	38	39	40
41	42	43	44	45	46	47	48	49	50

NOTICE TO CONTRACTORS

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS AND NOTES TO THE SPECIFICATIONS.

2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.

3. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.

4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES.

5. THE CONTRACTOR SHALL MAINTAIN A RECORD OF ALL WORK DONE AND SHALL SUBMIT A COPY OF THIS RECORD TO THE ARCHITECT UPON COMPLETION OF THE PROJECT.

6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ADJACENT PROPERTIES AND UTILITIES.

7. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.

8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.

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18. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ADJACENT PROPERTIES AND UTILITIES.

19. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.

20. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.



Project # 20131807 (01/13)

DECLARATION PLAN
FOR
LEHMAN'S CROSSING II,
A PLANNED COMMUNITY
 LOCATED IN
 COUNTY OF DADE, STATE OF FLORIDA

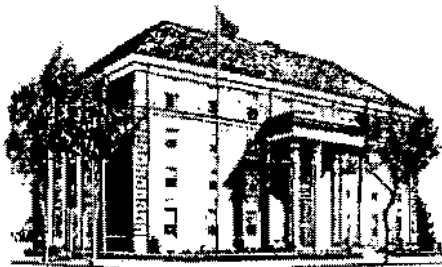
R. J. FISHER & ASSOCIATES, INC.
 PLANNING & DEVELOPMENT ENGINEERS, ARCHITECTS & LANDSCAPERS
 1800 BROADWAY, SUITE 1000, MIAMI, FLORIDA 33139
 (305) 556-1151 FAX (305) 556-1152



No.	REVISION	DATE

CONTINUED & LIES BY
 R. J. FISHER & ASSOCIATES, INC.

ROBERT P. ZIEGLER
RECORDER OF DEEDS
CUMBERLAND COUNTY
1 COURTHOUSE SQUARE
CARLISLE, PA 17013
717-240-6370



Instrument Number - 201318867

Recorded On 6/7/2013 At 3:13:26 PM

* Total Pages - 82

* Instrument Type - DECLARATION

Invoice Number - 138894 User ID - SW

* Grantor - LEHMANS CROSSING LLC

* Grantee - LEHMANS CROSSING LLC

* Customer - JOHNSON ETAL

* FEES

STATE WRIT TAX	\$0.50
RECORDING FEES -	\$185.50
RECORDER OF DEEDS	
PARCEL CERTIFICATION	\$315.00
FEES	
COUNTY ARCHIVES FEE	\$2.00
ROD ARCHIVES FEE	\$3.00
TOTAL PAID	\$506.00

Certification Page

DO NOT DETACH

This page is now part
of this legal document.

I Certify this to be recorded
in Cumberland County PA



Robert P. Ziegler
RECORDER OF DEEDS

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

003L3C



EXHIBIT B

Declaration Plan

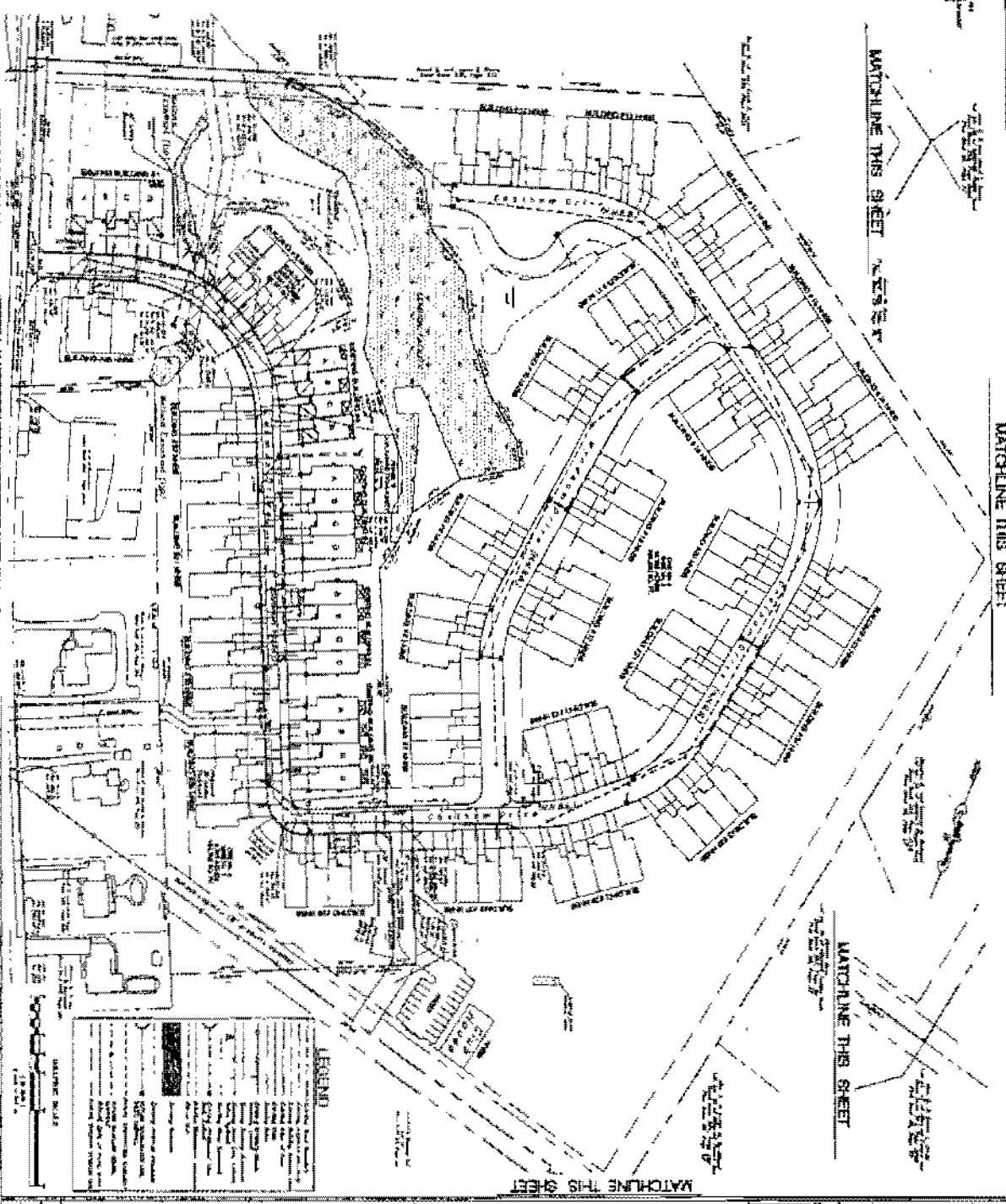
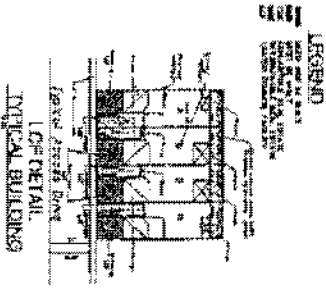
THIS PLAN IS THE PROPERTY OF R. J. FISHER & ASSOCIATES, INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF R. J. FISHER & ASSOCIATES, INC.

DATE: 10/15/88
 DRAWN BY: J. FISHER
 CHECKED BY: J. FISHER
 APPROVED BY: J. FISHER



LEGEND

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2008-2018 (4/11/18)

<p>DECLARATION PLAN FOR LEHMAN'S CROSSING II, A PLANNED COMMUNITY</p> <p>DATE: 10/15/88</p> <p>DRAWN BY: J. FISHER</p> <p>CHECKED BY: J. FISHER</p> <p>APPROVED BY: J. FISHER</p>		<p>R. J. FISHER & ASSOCIATES, INC.</p> <p>PLANNING & DEVELOPMENT ENGINEERING & SURVEYING</p> <p>LANDSCAPE ARCHITECTURE & INTERIOR DESIGN & DECORATION</p> <p>1141 BRIDGE STREET, WEST PALM BEACH, FL 33411</p> <p>TEL: 561-835-1100 FAX: 561-835-1101</p>				<table border="1"> <tr> <th>No.</th> <th>EXTENSION</th> <th>DATE</th> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </table>		No.	EXTENSION	DATE												
No.	EXTENSION	DATE																				

EXHIBIT C

Bylaws of Lehman's Crossing II Owners Association

BYLAWS
OF
LEHMAN'S CROSSING II OWNERS ASSOCIATION

ARTICLE I

Introductory Provisions

1.1. Applicability. These Bylaws provide for the governance of Lehman's Crossing II Owners Association (the "Association") pursuant to the requirements of Section 5101, et seq. of the Act with respect to the Planned Community created by recording the Declaration in the Office of the Recorder of Deeds of Cumberland County, Pennsylvania.

1.2. Definitions. Capitalized terms used herein without definition shall have the meanings specified for such terms in the Declaration to which these Bylaws pertain or, if not defined therein, the meanings specified or used for such terms in the Act.

1.3. Compliance. Pursuant to the provisions of the Act, every Unit Owner and all Persons entitled to occupy a Unit shall comply with these Bylaws.

1.4. Office. The office of the Planned Community, the Association, and the Executive Board shall be located at the Property or at such other place as may be designated from time to time by the Executive Board.

1.5. Incorporation of Statutory Law. Except as expressly provided herein, in the Declaration, or in the Act, the Association shall be governed by the provisions of the Nonprofit Corporation Law of 1988 of the Commonwealth of Pennsylvania, 15 Pa. C.S. §§5101, et seq., as amended from time to time (the "Corporation Law"). The "Board of Directors" described therein shall be referred to herein and in the Declaration as the "Executive Board."

ARTICLE II

Association

2.1. Membership. The Association is a Pennsylvania non-profit corporation established on a non-stock basis, all members of which are the Unit Owners of the Property. Declarant, being the initial owner of all Units in the Initial Phase and, as applicable, future Units in subsequent phases, shall initially constitute the members of the Association, pending the conveyance of Units to Unit Owners. A Person shall automatically become a member of the Association at the time he acquires legal title to his Unit and he shall continue to be a member so long as he continues to hold title to such Unit. A Person shall automatically cease being a member at such time as he no longer holds legal title to his Unit. A Unit Owner shall not be permitted to resign from membership in the Association

prior to the time at which he transfers title to his Unit to another. No membership may be transferred in any way except as an appurtenance to the transfer of title to the Unit to which that membership pertains. Transfer of membership shall be automatic upon transfer of title, but the Association may treat the prior Unit Owner as the member for all purposes until satisfactory evidence of the recording of the instrument transferring title shall be presented to the Secretary of the Executive Board. The date of recordation of an instrument of conveyance in the Office of the Recorder of Deeds for Cumberland County, Pennsylvania shall be determinative of all disputes concerning the date of transfer of title to any Unit.

2.2. Purpose. Except as otherwise established by the Executive Board, the Association shall have the responsibility of administering the Planned Community, establishing the means and methods of collecting assessments and charges, arranging for the management of the Planned Community and performing all of the other acts that may be required or permitted to be performed by the Association pursuant to the Act and the Declaration. The foregoing responsibilities shall be performed by the Executive Board or Managing Agent as more particularly set forth in these Bylaws.

2.3. Annual Meetings. Except as otherwise established by the Executive Board, the annual meetings of the Association shall be held on the second Tuesday of November of each year unless such date shall occur on a holiday, in which event the meeting shall be held on the succeeding Monday. At such annual meetings the Executive Board shall be elected by ballot of the Unit Owners in accordance with the requirements of Section 3.5 of these Bylaws and such other business as may properly come before the meeting may be transacted.

2.4. Budget Meeting. Any meetings of Unit Owners to consider proposed budgets shall be called in accordance with Sections 10.5 and 10.6 of the Declaration. The budget may be considered at Annual or Special Meetings called for other purposes as well.

2.5. Special Meeting.

(a) Convened by Executive Board or Unit Owners. Special meetings of Unit Owners may be called by the President, a majority of the Executive Board, or upon a petition signed and presented to the Secretary by Unit Owners entitled to cast at least twenty (20%) percent of the votes in the Association. The notice of any special meeting shall state the time, place and purpose thereof. Such meeting shall be held within thirty (30) days after receipt by the President of said resolution or petition. No business shall be conducted at a special meeting except as stated in the notice.

(b) First Special Election Meeting. Within sixty (60) days after conveyance of twenty-five (25%) percent of the Units to Unit Owners other than the Declarant, a special meeting of the Association shall be held at which two (2) additional members of the Executive Board shall be elected by the Unit Owners, excluding the Declarant as a Unit Owner. The three (3) members of the Executive Board previously appointed by Declarant shall be and remain members of the Executive Board. The Executive Board shall be comprised of five (5) members following the first special election meeting. The five (5) members of the Executive Board shall serve until the second special election meeting of the Association to be held in accordance with subsection (c) below.

(c) Second Special Election Meeting. Not later than the earlier of (i) seven (7) years after the date of the recording of the Declaration, or (ii) one hundred twenty (120)

days after seventy-five (75%) percent of the Units have been conveyed to Unit Owners other than Declarant, a special meeting of the Association shall be held at which all members of the Executive Board shall resign, and the Unit Owners, including the Declarant if the Declarant owns one or more Units, shall thereupon elect successor members of the Executive Board to act in the place and stead of those resigning. The two successor members receiving the highest number of votes shall serve until the third annual meeting of the Association following the meeting at which they were elected. The two successor members receiving the next highest number of votes shall serve until the second annual meeting of the Association following the meeting at which they were elected. The remaining successor member shall serve until the next annual meeting of the association following the meeting at which he or she was elected. The purpose of this format is to establish staggered terms so that there are always experienced members on the Executive Board. Notwithstanding the foregoing exceptions, pursuant to Section 3.5 below, a full regular term of office is three (3) years.

(d) Combining Special Election Meetings with Annual Meeting. Notwithstanding the foregoing, if any meeting required pursuant to subsections (b) and (c) above could be held on the date an annual meeting of the Association is scheduled, then such meeting(s) may be held concurrently with such annual meeting.

2.6. Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Unit Owners as may be designated by the Executive Board.

2.7. Notice of Meetings. The Secretary shall give to each Unit Owner a notice of each annual, regularly scheduled or special meeting of the Association not fewer than ten (10) nor more than sixty (60) days in advance of any meeting, stating the time and place of the meeting and the items on the agenda, including the general nature of any proposed amendment to the Declaration or the Bylaws, any budget or assessment changes and any proposal to remove an Executive Board member or officer. The giving of a notice of meeting in the manner provided in this Section and Section 10. 1 of these Bylaws shall be considered service of notice.

2.8. Quorum and Adjournment of Meetings. Except as otherwise provided in these Bylaws, the presence in person or by proxy of twenty (20%) percent or more of the Unit Owners shall constitute a quorum at all meetings of the Association. If at any meeting of the Association a quorum is not present, Unit Owners entitled to cast a majority of the votes represented at such meeting may adjourn the meeting to a time not less than twenty-four (24) hours after the time for which the original meeting was called.

2.9. Order of Business. The order of business at all meetings of the members of the Association shall be as follows:

- (a) Roll call (proof of quorum).
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading and approval of minutes of preceding meeting.
- (d) Reports of officers and committees.

- (e) Election of members of the Executive Board, if applicable to such meeting.
- (f) Unfinished business.
- (g) New business.
- (h) Adjournment.

2.10. Conduct of Meetings. The President (or in his absence, the Vice President) shall preside over all meetings of the Association and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting as well as a record of all transactions occurring thereat. The President may appoint a person to serve as parliamentarian at any meeting of the Association. The then current edition of Robert's Rules of Order shall govern the conduct of all meetings of the Association when not in conflict with the Declaration, these Bylaws or the Act. All votes shall be tallied by tellers appointed by the President or other officer presiding over the meeting.

2.11. Voting.

(a) Number of Votes Held by Unit Owners. Voting at all meetings of the Association shall be on a percentage basis and the number of votes to which each Unit Owner is entitled is set forth in the Declaration.

(b) Multiple Owners of a Unit. If the owner of a Unit is a corporation, joint venture, partnership or unincorporated association, the natural person who shall be entitled to cast the vote for such Unit shall be the person named in a certificate executed by such entity pursuant to its governing documents. If the owner of a Unit is a trust, the trustee or trustees shall be deemed to be the owner for the voting purposes. Where the ownership of a Unit is in more than one person, the natural person who shall be entitled to cast the vote of such Unit shall be the person named in a certificate executed by all of the owners of such Unit and filed with the Secretary or, in the absence of such named person from the meeting or the failure to execute and file such a certificate, the person who shall be entitled to cast the vote of such Unit shall be the person owning such Unit who is present. Such certificate shall be valid until revoked by a subsequent certificate similarly executed. If more than one (1) Person owning such Unit is present, then such vote shall be cast only in accordance with their unanimous agreement. There shall be deemed to be unanimous agreement if any one (1) of the multiple owners casts the votes allocated to that Unit without protest being made promptly to the individual presiding over the meeting by any of the other Owners of the Unit. For any matter requiring approval or disapproval of Unit Owners, the person having voting power for a Unit is the person who would be entitled to cast the vote at any meeting of the Association. An exception to this rule is a situation in which the Act or the Declaration requires the owners of a Unit to execute an instrument in the same manner as a deed.

(c) Percentage of Votes Required to Adopt Decisions. Except with respect to election of members of the Executive Board and except where a greater number is required by the Act, the Declaration or these Bylaws, a "Majority Vote" is required to adopt decisions at any meeting of the Association. A "Majority Vote" means a vote by Unit Owners vested with more than fifty percent of the votes (as allocated in the Declaration) actually voted in person or by proxy at a duly convened meeting at which a quorum is present.

(d) Election of Executive Board Members. In all elections for Executive Board members, each Unit Owner shall be entitled to cast for each vacancy to be filled at such election the number of votes allocated to the Unit or Units owned by such Unit Owner as provided in the Declaration. Those candidates for election receiving the greatest number of votes cast in such elections shall be elected and, if Executive Board members are being elected to unequal terms, the candidates receiving the higher number of votes shall be elected to the longer terms.

(e) Declarant's Right to Vote Its Units. Except as set forth in Section 2.5(b), if the Declarant owns or holds title to one (1) or more Units, the Declarant shall have the right at any meeting of the Association to cast the votes to which such Unit or Units are entitled.

(f) Association Has No Vote. No votes allocated to a Unit owned by the Association may be cast.

(g) No Cumulative or Class Voting. There shall be no cumulative or class voting.

2.12. Proxies. A vote may be cast in person or by proxy. Such proxy may be granted by any Unit Owner in favor of only another Unit Owner, a holder of a mortgage on a Unit or the Declarant. Proxies shall be duly executed in writing, shall be valid only for the particular meeting designated therein and must be filed with the Secretary before the appointed time of the meeting. Such proxy shall be deemed revoked only upon actual receipt by the Person presiding over the meeting of written notice of revocation from the grantor(s) of the proxy.

2.13. Action Without Meeting. Any action required or permitted to be taken by a vote of the members of the Association may be taken without a meeting by unanimous written consent executed by all Unit Owners stating the action so taken. Any such written consent shall be filed with the minutes of the proceedings of the Association.

ARTICLE III

Executive Board

3.1. Number and Qualification. The affairs of the Association shall be governed by an Executive Board. The Executive Board shall initially be composed of three (3) natural persons, all of whom shall be Unit Owners or designees of the Declarant. The size of the Executive Board is subject to change as provided in Article XII of the Declaration.

3.2. Powers and Duties. The Executive Board may act in all instances on behalf of the Association, except as provided in the Declaration, these Bylaws or the Act. The Executive Board shall have, subject to the limitations contained in the Declaration and the Act, the powers and duties necessary for the administration of the affairs of the Association and of the Planned Community which shall include, but not be limited to, the following:

- (a) Adopt and amend Bylaws, rules and regulations;
- (b) Adopt and amend budgets for revenues, expenditures and reserves;

- (c) Collect assessments for Common Expenses from Unit Owners;
- (d) Hire and discharge managing agents;
- (e) Hire and discharge employees and agents other than managing agents and independent contractors;
- (f) Institute, defend or intervene in litigation or administrative proceedings in the Association's name on behalf of the Association or two or more Unit Owners on matters affecting the Planned Community;
- (g) Make contracts and incur liabilities;
- (h) Regulate the use, maintenance, repair, replacement and modification of the Common Elements;
- (i) Cause additional improvements to be made as a part of the Common Elements;
- (j) Acquire, hold, encumber and convey in the Association's name any right, title or interest to real property or personal property but Common Elements may be conveyed or subjected to a Security Interest only pursuant to the provisions of the Act;
- (k) Grant easements for any period of time including permanent easements, and leases, licenses and concessions for no more than one year, to or over the Common Elements, provided that any such easements, leases, licenses or concession shall be granted in accordance with Section 3302(a)(9) of the Act;
- (l) Impose and receive payments, fees or charges for the use, rental or operation of the Common Elements, and for services provided to Unit Owners;
- (m) Impose charges or interest or both for late payment of assessments and, after Notice and Hearing, levy reasonable fines for violations of the Declaration, Bylaws, rules and regulations of the Association;
- (n) Impose reasonable charges for the preparation and recordation of amendments to the Declaration, resale certificates or statements of unpaid assessments;
- (o) Provide for the indemnification of the Association's officers and Executive Board and maintain directors' and officers' liability insurance;
- (p) Maintain property and liability insurance in connection with the Planned Community in accordance with the provisions of the Declaration and Section 5312 of the Act;
- (q) Effectuate any merger of the Planned Community and the Association with any one or more planned communitle(s) and its/their association, subject nonetheless to Section 22.2 of the Declaration;

- (r) Assign the Association's right to future income, including the right to receive Common Expense assessments;
- (s) Exercise any other powers conferred by the Act, Declaration or Bylaws;
- (t) Exercise all other powers that may be exercised in this state by legal entities of the same type as the Association;
- (u) Exercise any other powers necessary and proper for the governance and operation of the Association; and
- (v) By resolution, establish committees of the Executive Board, permanent and standing, to perform any of the above functions under specifically delegated administrative standards, as designated in the resolution establishing the committee. All committees must maintain and publish notice of their actions to Unit Owners and the Executive Board. However, actions taken by a committee may be appealed to the Executive Board by any Unit Owner within thirty (30) days of publication of such notice, and such committee action must be ratified, modified or rejected by the Executive Board at its next regular or special meeting.

3.3. Standard of Care. In the performance of their duties, the officers and members of the Executive Board shall stand in a fiduciary relation to the Association and shall perform their duties, including duties as members of any committee of the board upon which they may serve, in good faith, in a manner they reasonably believe to be in the best interests of the Association and with such care, including reasonable inquiry, skill and diligence, as a person of ordinary prudence would use under similar circumstances. In performing his duties, an officer or Executive Board member shall be entitled to rely in good faith on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by any of the following:

- (1) One or more other officers or employees of the Association whom the officer or Executive Board member 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 Executive Board member reasonably believes to be within the professional or expert competence of such person.
- (3) A committee of the Executive Board upon which he does not serve, duly designated in accordance with law, as to matters within its designated authority, which committee the officer or Executive Board member reasonably believes to merit confidence.

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

3.4. Delegation of Powers; Managing Agent. The Executive Board may employ for the Planned Community a "Managing Agent" at a compensation established by the Executive Board to perform such duties and services as the Executive Board shall authorize. Where a Managing Agent does not have the power to act under the Act, the

Declaration or these Bylaws, such duties shall be performed as advisory to the Executive Board. The Executive Board may delegate to the Managing Agent only the powers granted to the Executive Board by these Bylaws under subsections 3.2(c), (e), (g) and (h).

Any contract with the Managing Agent must provide that it may be terminated with cause on no more than thirty (30) days' written notice and without cause on no more than ninety (90) days' written notice. This right of termination shall not require the payment of any penalty by the Association. The term of any such contract may not exceed one (1) year.

3.5. Election and Term of Office. Subject to Article XII of the Declaration, the election of members of the Executive Board shall be held at the annual meetings of the Association. Nominations for members of the Executive Board may be submitted either in advance of the election meeting or from the floor at the meeting at which the election is held, or both. The term of office of any Executive Board member to be elected (except as set forth in Sections 2.5(b) and (c) and 3.7 hereof) shall be fixed at three (3) years. The members of the Executive Board shall hold office until the earlier to occur of the election of their respective successors or their death, adjudication of incompetency, removal, or resignation. An Executive Board member may serve an unlimited number of terms and may succeed himself.

3.6. Removal or Resignation of Members of the Executive Board. Except with respect to members designated by Declarant, at any regular or special meeting of the Association duly called, any one (1) or more of the members of the Executive Board may be removed with or without cause by Unit Owners entitled to cast a majority of all votes in the Association and a successor may then and there be elected to fill the vacancy thus created. Any Unit Owner proposing removal of a Board member shall give notice thereof to the Secretary. Any member whose removal has been proposed by a Unit Owner shall be given at least ten (10) days' notice by the Secretary of the time, place and purpose of the meeting and shall be given an opportunity to be heard at the meeting. A member of the Executive Board may resign at any time and shall be deemed to have resigned upon transfer of title to his Unit. Declarant shall have the right to remove and replace any or all members appointed by Declarant at any time and from time to time until the required resignation date specified in Section 12.1 of the Declaration.

3.7. Vacancies. Except as set forth in Section 3.6 above with respect to members appointed by Declarant, vacancies in the Executive Board caused by any reason other than the removal of a member by a vote of the Unit Owners shall be filled by a vote of a majority of the remaining members at a special meeting of the Executive Board held for such purpose promptly after the occurrence of any such vacancy, even though the members present at such meeting may constitute less than a quorum. Each person so elected shall be a member of the Executive Board for the remainder of the term of the member being replaced. In the case of multiple vacancies, the member receiving the greatest number of votes shall be elected for the longest term. In the event of a vacancy caused by the resignation or removal of an Executive Board member elected by the Unit Owners pursuant to Section 2.5(b) above, that member's replacement shall be elected by Unit Owners other than Declarant at a special meeting of the Association called for such purpose.

3.8. Organization Meeting. The first meeting of the Executive Board following each annual meeting of the Association shall be held within ten (10) days thereafter at such time and place as shall be fixed by the President (even if he is the outgoing President) at the meeting at which such Executive Board shall have been elected, and no notice shall be

necessary to the newly elected members of the Executive Board in order legally to constitute such meeting, if a majority of the Executive Board members shall be present at such meeting.

3.9. Regular Meetings. Regular meetings of the Executive Board may be held at such time and place as shall be determined from time to time by a majority of the members, but such meetings shall be held at least once during each fiscal year. Notice of regular meetings of the Executive Board shall be given to each member, by personal delivery or by mail or telegraph, at least three (3) business days prior to the day named for such meeting.

3.10. Special Meetings. Special meetings of the Executive Board may be called by the President on at least three (3) business days' notice to each member, given by hand delivery or by mail or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Executive Board shall be called by the President or Secretary in like manner and on like notice on the written request of at least two (2) members of the Executive Board.

3.11. Waiver of Notice. Any member may waive notice of any meeting in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member at any meeting of the Executive Board shall constitute a waiver of notice. If all members are present at any meeting, no notice shall be required and any business may be transacted at such meeting.

3.12. Quorum of the Executive Board. At all meetings of the Executive Board a majority of the members shall constitute a quorum for the transaction of business, and the votes of a majority of the members present at a meeting at which a quorum is present shall constitute the decision of the Executive Board. If at any meeting of the Executive Board there shall be less than a quorum present, the member present may adjourn the meeting. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice. One (1) or more members of the Executive Board may participate in and be counted for quorum purposes at any meeting by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other.

3.13. Compensation. No member of the Executive Board shall receive any compensation from the Association for acting as such, but may be reimbursed for any reasonable expenses incurred in the performance of his duties.

3.14. Conduct of Meetings. The President shall preside over all meetings of the Executive Board and the Secretary shall keep a minute book of the Executive Board meetings, recording therein all resolutions adopted by the Executive Board and a record of all transactions and proceedings occurring at such meetings. The then current edition of Robert's Rules of Order shall govern the conduct of the meetings of the Executive Board if and to the extent not in conflict with the Declaration, these Bylaws or the Act.

3.15. Action Without Meeting. Any action by the Executive Board required or permitted to be taken at any meeting may be taken without a meeting if all the members of the Executive Board shall individually or collectively consent in writing to such action. Any such written consent shall be filed with the minutes of the proceedings of the Executive Board.

3.16. Validity of Contracts With Interested Executive Board Members. No contract or other transaction between the Association and one (1) or more of its Executive Board members or between the Association and any corporation, firm, or association in which one (1) or more of the Executive Board members are directors or officers, or are financially interested, shall be void or voidable because such Executive Board member or members are present at any meeting of the Executive Board which authorized or approved the contract or transaction or because his or their votes are counted, if the circumstances specified in either of the following subparagraphs exists:

(a) The fact that an Executive Board member is also such a director or officer or has such financial interest is disclosed or known to the Executive Board, whether or not such interest is noted in the minutes thereof, and the Executive Board, authorizes, approves or ratifies the contract or transaction in good faith by a vote sufficient for the purpose without counting the vote of such Executive Board member; or

(b) The contract or transaction is made in good faith and is not unconscionable to the Association at the time it is authorized, approved or ratified.

3.17. Inclusion of Interested Executive Board Members in the Quorum. Any Executive Board member holding such director or officer position or having such financial interest in another corporation, firm or association may be counted in determining the presence of a quorum at a meeting of the Executive Board or a committee thereof which authorizes, approves or ratifies a contract or transaction of the type described in Section 3.16 hereof.

3.18. Corporate Employees and Partners. Notwithstanding any other provision contained in the Planned Community Documents, if an employee or officer of a corporate Unit Owner or a partner of a partnership Unit Owner serves as a member of the Executive Board, and such employee, officer or partner dies, or if his employment or partnership relationship is terminated, such individual shall thenceforth cease to be a member of the Executive Board and the corporate or partnership Unit Owner shall immediately designate another employee, officer or partner to succeed the former Executive Board member and to complete his term as such Executive Board member.

ARTICLE IV

Officers

4.1. Designation. The principal officers of the Association shall be the President, the Vice President, the Secretary and the Treasurer, all of whom shall be elected by the Executive Board. The Executive Board may appoint an assistant treasurer, an assistant secretary and such other officers as in its judgment may be necessary. The President and Vice President shall be members of the Executive Board. Any other officers may, but need not, be Unit Owners or members of the Executive Board. An officer other than the President may hold more than one (1) office.

4.2. Election of Officers. The officers of the Association shall be elected annually by the Executive Board at the organization meeting of each new Board and shall hold office at the pleasure of the Executive Board.

4.3. Removal of Officers. Upon the affirmative vote of a majority of all members of the Executive Board, any officer may be removed, either with or without cause, and a successor may be elected at any meeting of the Executive Board called for such purpose.

4.4. President. The President shall be the chief executive officer of the Association, preside at all meetings of the Association and of the Executive Board and have all of the general powers and duties which are incident to the office of president of a corporation organized under the laws of Pennsylvania including without limitation the power to appoint committees from among the Unit Owners from time to time as the President may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association.

4.5. Vice President. The Vice President shall take the place of the President and perform the duties of the President whenever the President shall be absent or unable to act. The Vice President shall also perform such other duties as shall from time to time be delegated or assigned him by the Executive Board or by the President.

4.6. Secretary.

(a) General Duties. The Secretary shall keep the minutes of all meetings of the Association and of the Executive Board, have charge of such books and papers as the Executive Board may direct, maintain a register setting forth the place to which all notices to Unit Owners and holders of mortgages on any Units hereunder shall be delivered and, in general, perform all the duties incident to the office of secretary of a corporation organized under the laws of Pennsylvania.

(b) Official List of Unit Owners. The Secretary shall make an attempt to compile and maintain at the principal office of the Association, an updated list of Unit Owners and their last known post office addresses. Such lists shall also show opposite each Unit Owner's name the address of the Unit owned by such Unit Owner. The list shall be revised by the Secretary to reflect changes in ownership of Units occurring prior to the date of each annual or special meeting of the Association. This list shall be open to inspection by all Unit Owners and other persons lawfully entitled to inspect the same during regular business hours up to the date of each such annual or special meeting.

4.7. Treasurer. The Treasurer shall be responsible for (a) the safekeeping of the Association funds and securities, (b) keeping full and accurate financial records and books of account showing all receipts and disbursements, (c) the preparation of all required financial data, and (d) for the deposit of all monies in the name of the Executive Board or the Association, in such depositories as may from time to time be designated by the Executive Board and, in general, perform all the duties incident to the office of treasurer of a corporation organized under the laws of Pennsylvania.

4.8. Execution of Documents. All agreements, contracts, deeds, leases, checks and other instruments of the Association for expenditures or obligations in amounts greater than five (5%) percent of the annual budget of the Association shall be executed by two (2) officers of the Association designated for this purpose by the Executive Board. All such instruments for expenditures or obligations in amounts equal to or less than five (5%) percent of the annual budget of the Association may be executed by either the President or Vice President.

4.9. Compensation. No officer shall receive any compensation from the Association for acting as such officer, but may be reimbursed for any out-of-pocket expenses incurred in performing his duties; provided, however, the Secretary, and Treasurer may be compensated for their services if the Executive Board determines such compensation to be appropriate.

4.10. Resale Certificates and Statements of Unpaid Assessments. The Treasurer, Assistant Treasurer, Secretary, or a manager employed by the Association, or, in their absence, any officer having access to the books and records of the Association, may prepare, certify, and execute resale certificates in accordance with Section 5407(b) of the Act and statements of unpaid assessments in accordance with Section 5315(h) of the Act. The form resale certificate attached as Exhibit 4.10 hereto shall be deemed to satisfy the foregoing provisions of the Act. The Association may charge a reasonable fee for preparing resale certificates and statements of unpaid assessments.

ARTICLE V

Maintenance

5.1. Maintenance Responsibilities. The maintenance, repair and replacement responsibility for Units and Common Elements shall be carried out by the Association and the Unit Owners in accordance with the provisions of the Act, by Article VI of the Declaration, and as set forth in Exhibit 5.1 to these Bylaws.

ARTICLE VI

Compliance and Default

6.1. Relief. Each Unit Owner shall be governed by, and shall comply with, all of the terms of the Declaration, these Bylaws, the Rules and Regulations and the Act, as any of the same may be amended from time to time. In addition to the remedies provided in the Act and the Declaration, a default by a Unit Owner to comply with any provisions of the Planned Community Documents or the Act shall entitle the Association, acting through its Executive Board or the Managing Agent, to the following relief:

(a) Additional Liability. Each Unit Owner shall be liable for the expense of all maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or the act, neglect or carelessness of his tenants, guests, invitees or licensees, but only if and to the extent that such expense is not fully covered by the proceeds of insurance carried by the Association. Such liability shall include any increase in casualty insurance premiums occasioned by improper use, misuse, occupancy or abandonment of any Unit or its appurtenances. Nothing contained herein, however, shall be construed as modifying any waiver by any insurance company of its rights of subrogation.

(b) Costs and Attorney's Fees. In any proceedings arising out of any alleged default by a Unit Owner, the prevailing party shall be entitled to recover the costs of such proceeding and such reasonable attorney's fees as may be determined by the court.

(c) No Waiver of Rights. The failure of the Association, the Executive Board or of a Unit Owner to enforce any right, provision, covenant or condition which may be granted by the Declaration, these Bylaws, the Executive Board, Rules and Regulations or the Act shall not constitute a waiver of the right of the Association, the Executive Board or the Unit Owner to enforce such right, provision, covenant or condition in the future. All rights, remedies and privileges granted to the Association, the Executive Board or any Unit Owner pursuant to any term, provision, covenant or condition of the Declaration, these Bylaws, the Rules and Regulations or the Act shall be deemed to be cumulative and the exercise of any one (1) or more thereof shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other privileges as may be granted to such party by the Declaration, these Bylaws, the Rules and Regulations or the Act or at law or in equity.

(d) Abating and Enjoining Violations by Unit Owners. The violation of any of the Rules and Regulations adopted by the Executive Board, the breach of any Bylaw contained herein or the breach of any provision of the Declaration or the Act, shall give the Executive Board the right, after Notice and Hearing, in addition to any other rights: (a) to enter the Unit in which, or as to which, such violation or breach exists and summarily to abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Executive Board shall not thereby be deemed guilty in any manner of trespass; (b) to levy fines pursuant to Section 6.2 below; and/or (c) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

6.2. Fine for Violation. By resolution, following Notice and Hearing, the Executive Board may levy a fine of up to \$25.00 per day for each day that a violation of the Planned Community Documents or the Act persists after such Notice and Hearing, but such amount shall not exceed that amount necessary to insure compliance with the rule or order of the Executive Board.

6.3. Late Charges and Interest on Delinquent Assessments. Any assessment not paid within five (5) days after its due date shall accrue a late charge in the amount of Ten Dollars (\$ 10.00) or such other amount as may be determined by the Executive Board, shall constitute the personal liability of the Owner of the Unit so assessed and also shall, until fully paid, constitute a lien against such Unit pursuant to Section 5315 of the Act.

6.4. Disputes. In the event of any dispute or disagreement between any Unit Owners relating to the Property, or any questions of interpretation or application of the provisions of this Declaration, the Plats and Plans, the Bylaws or the Rules and Regulations, the determination thereof by the Executive Board, after Notice and Hearing, shall be final and binding on each and all such Unit Owners. The Executive Board shall have the authority to seek a declaratory judgment or other appropriate judicial relief or order to assist it in carrying out its responsibilities under this Section. All costs of obtaining such a judgment shall be borne by the disputants, or in the absence of disputants, by the Association as a Common Expense.

ARTICLE VII

Amendments

7.1. Amendments to Bylaws. These Bylaws may be amended only pursuant to the provisions of Article XVII of the Declaration.

ARTICLE VIII

Records

8.1. Records and Audit. The Association shall maintain accurate and complete financial records of the affairs of the Planned Community, including such information as is required for the Association to provide resale certificates and statements of unpaid assessments as required by Section 5407(b) and 5315(h) of the Act. The financial records shall be maintained and audited in accordance with Article XI of the Declaration. The cost of the audit shall be a Common Expense unless otherwise provided in the documents.

8.2. Examination. All records maintained by the Association or by the Managing Agent shall be available for examination and copying by any Unit Owner, by any holder of a Security Interest in a Unit, or by any of their duly authorized agents or attorneys, at the expense of the person examining the records, during normal business hours and after reasonable notice.

ARTICLE IX

Miscellaneous

9.1. Notices. All notices, demands, bills, statements, or other communications under these Bylaws shall be in writing and shall be deemed to have been duly given if hand delivered or if sent prepaid by United States mail (i) if to a Unit Owner, at the address which the Unit Owner shall designate in writing and file with the Secretary or, if no such address is designated, at the address of the Unit of such Unit Owner, or (ii) if to the Association, the Managing Agent, or to the Executive Board, at the principal office of the Association or Managing Agent or at such other address as shall be designated by notice in writing to the Unit Owners pursuant to this Section. If a Unit is owned by more than one (1) Person, each such Person who so designates an address in writing to the Secretary shall be entitled to receive all notices hereunder.

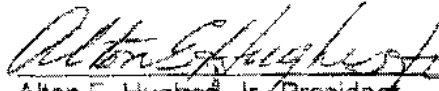
9.2. Interpretation. In the event of a conflict of interpretation between the provisions set forth in these Bylaws and the Declaration, the Declaration shall govern. In the event that the Internal Revenue Code is hereafter amended or changed, both the Declaration and these Bylaws shall be interpreted in such a manner as to conform to the provisions of the Internal Revenue Code with respect to non-profit entities, it being the intention to preserve the lawful status of the Association as a bona-fide non-profit entity.

9.3. Captions. The captions herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of these Bylaws or the intent of any provision thereof.


9.4. Gender. The use of the masculine gender in these Bylaws shall be deemed to include the feminine and neuter genders and the use of the singular shall be deemed to include the plural, and vice versa, whenever the context so requires.

Adopted this ___ day of _____, 2013, by the Executive Board of the Association.

LEHMAN'S CROSSING II OWNERS
ASSOCIATION



Alton E. Hughes, Jr., President



Jason A. Hughes, Vice President



Mark C. Duffie, Secretary/Treasurer

.524117

EXHIBIT E

Projected Budget

Lehman's Crossing II
Financial Statement (Summary Format)

	Budget 2013	Projected 2013	Budget 2014	Budgeted Monthly Cost / Home
Revenue				
Homeowner Fees - Constructed Homes (Special and General)	17,100	17,173	17,100	
Initiation Fees and Late Fees	-	200	-	-
Miscellaneous Income	-	(70)	-	-
Interest Income	4	4	4	(0.02)
Reserve Interest	5	7	6	
Total Revenue	17,110	17,554	17,110	(0.02)
Expenditures				
Electricity Expense	2,220	2,242	2,252	12.73
Professional Fees	295	295	305	1.69
Administrative Expense	240	149	180	1.00
Management Fees	2,753	2,728	3,002	16.58
Grounds & Landscaping	-	-	-	-
Snow Removal	-	-	-	-
Repairs & Maintenance	50	30	50	0.33
Insurance Expense	5,664	5,683	7,308	40.60
Miscellaneous Taxes	-	-	-	-
Total Expenditures	11,232	12,127	13,147	73.03
Net Cash Flow	5,878	5,427	3,963	73.01
Fund Balance - Beg. Of Period		24,012	29,439	
Fund Balance - End Of Period		29,439	33,402	
Budgeted Reserve Funding			4,212	23.40
Projected Operating Account Surplus/(Deficit)			(255)	98.41
<i>Rounding</i>				(1.42)
Proposed 2013 Monthly Fee				95.00
Fund Breakdown				
Operating Account		8,316	8,063	
Working Capital Account		778	778	
Reserve Account		20,349	24,561	
Fund Balance - End Of Period		29,439	33,402	



Lehman's Crossing II
2014 Budget
Operations

Month	January	February	March	April	May	June	July	August	September	October	November	December	Total	Monthly Combrk 16.00 [Average]
REVENUE														
4000-0000	1,425	1,425	1,425	1,425	1,425	1,425	1,425	1,425	1,425	1,425	1,425	1,425	17,100	98.50
4100-0000	(361)	(361)	(361)	(361)	(361)	(361)	(361)	(361)	(361)	(361)	(361)	(361)	(4,332)	(263.00)
4200-0000														
4300-0000														
Total Revenue	1,064	1,064	1,064	1,064	1,064	1,064	1,064	1,064	1,064	1,064	1,064	1,064	12,768	77.50
EXPENSES														
6000-0000	181	181	181	181	181	181	181	181	181	181	181	181	2,172	134.50
6100-0000														
6200-0000	15	15	15	15	15	15	15	15	15	15	15	15	180	11.25
6300-0000	228	228	228	228	228	228	228	228	228	228	228	228	2,736	170.75
6400-0000														
6500-0000	15	15	15	15	15	15	15	15	15	15	15	15	180	11.25
6600-0000	825	825	825	825	825	825	825	825	825	825	825	825	9,900	618.75
Total Expenses	1,244	1,244	1,244	1,244	1,244	1,244	1,244	1,244	1,244	1,244	1,244	1,244	14,968	937.25
Net Income	(180)	(180)	(180)	(180)	(180)	(180)	(180)	(180)	(180)	(180)	(180)	(180)	(2,200)	(137.75)

Month	January	February	March	April	May	June	July	August	September	October	November	December	Total	Monthly Combrk 16.00 [Average]
REVENUE														
4000-0000	1,425	1,425	1,425	1,425	1,425	1,425	1,425	1,425	1,425	1,425	1,425	1,425	17,100	98.50
4100-0000	(361)	(361)	(361)	(361)	(361)	(361)	(361)	(361)	(361)	(361)	(361)	(361)	(4,332)	(263.00)
4200-0000														
4300-0000														
Total Revenue	1,064	1,064	1,064	1,064	1,064	1,064	1,064	1,064	1,064	1,064	1,064	1,064	12,768	77.50
EXPENSES														
6000-0000	181	181	181	181	181	181	181	181	181	181	181	181	2,172	134.50
6100-0000														
6200-0000	15	15	15	15	15	15	15	15	15	15	15	15	180	11.25
6300-0000	228	228	228	228	228	228	228	228	228	228	228	228	2,736	170.75
6400-0000														
6500-0000	15	15	15	15	15	15	15	15	15	15	15	15	180	11.25
6600-0000	825	825	825	825	825	825	825	825	825	825	825	825	9,900	618.75
Total Expenses	1,244	1,244	1,244	1,244	1,244	1,244	1,244	1,244	1,244	1,244	1,244	1,244	14,968	937.25
Net Income	(180)	(180)	(180)	(180)	(180)	(180)	(180)	(180)	(180)	(180)	(180)	(180)	(2,200)	(137.75)

Month	January	February	March	April	May	June	July	August	September	October	November	December	Total	Monthly Combrk 16.00 [Average]
REVENUE														
4000-0000	1,425	1,425	1,425	1,425	1,425	1,425	1,425	1,425	1,425	1,425	1,425	1,425	17,100	98.50
4100-0000	(361)	(361)	(361)	(361)	(361)	(361)	(361)	(361)	(361)	(361)	(361)	(361)	(4,332)	(263.00)
4200-0000														
4300-0000														
Total Revenue	1,064	1,064	1,064	1,064	1,064	1,064	1,064	1,064	1,064	1,064	1,064	1,064	12,768	77.50
EXPENSES														
6000-0000	181	181	181	181	181	181	181	181	181	181	181	181	2,172	134.50
6100-0000														
6200-0000	15	15	15	15	15	15	15	15	15	15	15	15	180	11.25
6300-0000	228	228	228	228	228	228	228	228	228	228	228	228	2,736	170.75
6400-0000														
6500-0000	15	15	15	15	15	15	15	15	15	15	15	15	180	11.25
6600-0000	825	825	825	825	825	825	825	825	825	825	825	825	9,900	618.75
Total Expenses	1,244	1,244	1,244	1,244	1,244	1,244	1,244	1,244	1,244	1,244	1,244	1,244	14,968	937.25
Net Income	(180)	(180)	(180)	(180)	(180)	(180)	(180)	(180)	(180)	(180)	(180)	(180)	(2,200)	(137.75)

Month	January	February	March	April	May	June	July	August	September	October	November	December	Total	Monthly Combrk 16.00 [Average]
REVENUE														
4000-0000	1,425	1,425	1,425	1,425	1,425	1,425	1,425	1,425	1,425	1,425	1,425	1,425	17,100	98.50
4100-0000	(361)	(361)	(361)	(361)	(361)	(361)	(361)	(361)	(361)	(361)	(361)	(361)	(4,332)	(263.00)
4200-0000														
4300-0000														
Total Revenue	1,064	1,064	1,064	1,064	1,064	1,064	1,064	1,064	1,064	1,064	1,064	1,064	12,768	77.50
EXPENSES														
6000-0000	181	181	181	181	181	181	181	181	181	181	181	181	2,172	134.50
6100-0000														
6200-0000	15	15	15	15	15	15	15	15	15	15	15	15	180	11.25
6300-0000	228	228	228	228	228	228	228	228	228	228	228	228	2,736	170.75
6400-0000														
6500-0000	15	15	15	15	15	15	15	15	15	15	15	15	180	11.25
6600-0000	825	825	825	825	825	825	825	825	825	825	825	825	9,900	618.75
Total Expenses	1,244	1,244	1,244	1,244	1,244	1,244	1,244	1,244	1,244	1,244	1,244	1,244	14,968	937.25
Net Income	(180)	(180)	(180)	(180)	(180)	(180)	(180)	(180)	(180)	(180)	(180)	(180)	(2,200)	(137.75)

10:52

Lebanon's Crossing II
2014 Budget
Reserve

Account	Monthly												Total	Monthly Cash/Unit 18.88	
	January	February	March	April	May	June	July	August	September	October	November	December			
4010-0000 Reserve Fund -	351	351	351	351	351	351	351	351	351	351	351	351	351	4,212	23.40
4010-0000 Federal Reserve - Reserve	1	1	1	1	1	1	1	1	1	1	1	1	1	12	0.03
Total Revenue	352	352	352	352	352	352	352	352	352	352	352	352	352	4,224	23.43

EXPENDITURES

Total Expenditures

Net Income

Adjustments to Cash Flow

1210-0000 Due to Operations

Total Adjustments

Net Cash Flow

Unadjusted Cash Flow

Cash Balance - Beg. Of Period

Cash Balance - End Of Period

Total Expenditures	352	352	352	352	352	352	352	352	352	352	352	352	352	4,218	23.43
Net Income	351	352	351	352	351	352	351	352	351	352	351	352	351	4,218	23.43
Adjustments to Cash Flow															
1210-0000 Due to Operations															
Total Adjustments															
Net Cash Flow	351	352	351	352	351	352	351	352	351	352	351	352	351	4,218	23.43
Unadjusted Cash Flow	351	703	1,054	1,405	1,757	2,108	2,460	2,812	3,163	3,515	3,866	4,218	4,570		
Cash Balance - Beg. Of Period	21,343	21,694	21,997	22,350	22,703	23,056	23,409	23,762	24,115	24,468	24,821	25,174	25,527	25,880	26,233
Cash Balance - End Of Period	21,694	21,997	22,350	22,703	23,056	23,409	23,762	24,115	24,468	24,821	25,174	25,527	25,880	26,233	26,586

EXHIBIT 4.10

FORM RESALE CERTIFICATE

LEHMAN'S CROSSING II OWNERS ASSOCIATION

RESALE CERTIFICATE

As Required by Section 5407
of the Pennsylvania Uniform Planned Community Act
Resale of Units

Date: _____ Resale of Unit No. _____

Lehman's Crossing II Owners Association (the "Association") hereby provides the following information, together with a copy of the Declaration, the Bylaws and the Rules and Regulations, in accordance with Section 5407 of the Pennsylvania Uniform Planned Community Act pursuant to the request of _____ (the "Selling Unit Owner"), who has indicated an intent to resell the above-described Unit (the "Unit"):

1. Neither the Declaration nor any other Community Documents, as defined in the Declaration, contains any right of first refusal or any other restraint on the free alienability of the Unit which would be affected by the proposed disposition (i.e., the sale of the fee simple interest) of the Unit.

2. (a) The currently monthly Common Expense Assessment for the Unit is \$ _____.

(b) The amount of any unpaid Common Expense or special assessment currently due and payable from the Selling Unit Owner is \$ _____.

3. The amount of any credit of Association's surplus funds credited to the Unit and to be applied to reduce future Common Expense Assessments is \$ _____.

4. Other fees payable by Unit Owner in the Community are: _____

5. Capital expenditures proposed by the Association for the current and two (2) next succeeding calendar years are: _____

6. (a) The amount of reserves presently held by the Association for capital expenditures and the amount of any portion of those reserves designated by the Association for specified projects: _____

7. The most recent regularly prepared balance sheet and income and expense statement, if any, of the Association are attached hereto.

8. The current operating budget of the Association is attached hereto.

9. The following is a statement of any judgments against the Association and the status of any pending suits to which the Association is a party is: _____

10. The following insurance coverage is provided by the Association for the benefit of Unit Owners: _____

11. The Executive Board has the following knowledge of any alterations or improvements to the Unit or to the Limited Common Elements assigned thereto in violation of any provision of the Declaration: _____

12. The Executive Board has the following knowledge of any violations of applicable governmental requirements or knowledge of the existence of any hazardous conditions pursuant to Section 5402(a)(26) with respect to the Unit, the Limited Common Elements assigned thereto, or any other portion of the Community: _____

13. The Declaration does not provide for cumulative or class voting.

14. The Community is not now a master association and is not part of a master association.

15. The Community can become a master association or can become part of a master association.

16. Declarant retains the Special Declarant Right to cause a merger or consolidation of the Community.

LEHMAN'S CROSSING II OWNERS
ASSOCIATION

By: _____

Name:
Title:

Attachments:

Declaration
Association Bylaws
Rules and Regulations
Most Recent Balance Sheet
Income and Expense Statement
Current Operating Budget
Insurance Certificate

:524757

EXHIBIT F

Pro-Forma Deed

Phase /Building

Tax Parcel No. 29-06-0021-226-___

DEED

THIS DEED, made this _____ day of _____, 20__

BETWEEN

LEHMAN'S CROSSING, LLC, a Pennsylvania limited liability company,

Grantor

AND

Grantees

WITNESSETH

That Grantor, in consideration of _____
(\$ _____) Dollars, paid by the Grantees to the Grantor, the receipt whereof is hereby acknowledged, does hereby grant and convey to the Grantees:

ALL that certain Unit, being Unit No. ____ (the "Unit"), of Lehman's Crossing II, A Planned Community (the "Planned Community"), located in North Middleton Township, Cumberland County, Pennsylvania, which Unit is designated in the Declaration for Lehman's Crossing II, A Planned Community (the "Declaration"), dated April 22, 2013, recorded in the Office of the Recorder of Deeds of Cumberland County, Pennsylvania, as Instrument Number 201318867, and shown on the Declaration Plan, dated April 22, 2013, recorded in the Office of the Recorder of Deeds of Cumberland County, Pennsylvania, as Instrument Number 201318867.

TOGETHER with the right to use the Limited Common Facilities appurtenant to the Unit being conveyed herewith, pursuant to the Declaration and the Declaration Plan.

BEING PART OF THE SAME PREMISES which Carl W. Lehman and Isabel G. Lehman, husband and wife, by their Deed, dated March 2, 2006, recorded in the Office of the Recorder of Deeds of Cumberland County, Pennsylvania, in Deed Book 273, Page 2737, granted and conveyed unto Lehman's Crossing, LLC, a Pennsylvania limited liability company, Grantor herein.

AND BEING PART OF THE SAME PREMISES which Carl W. Lehman and Isabel G. Lehman, husband and wife, by their Deed, dated March 2, 2006, recorded in the Office of the Recorder of Deeds of Cumberland County, Pennsylvania, in Deed Book 273, Page 2734, granted and conveyed unto Lehman's Crossing, LLC, a Pennsylvania limited liability company, Grantor herein.

By Termination Agreement, dated August 14, 2012, and recorded on June 7, 2013, in the Office of the Recorder of Deeds of Cumberland County, Pennsylvania, as Instrument Number 201318865, Lehman's Crossing, LLC, a Pennsylvania limited liability company, Lehman's Crossing Condominium Association, a Pennsylvania nonprofit corporation, and the Unit Owners of Units in Lehman's Crossing, A Condominium, in accordance with Section 3220 of the Pennsylvania Uniform Condominium Act, 68 Pa.C.S.A. §§3101, et seq., as amended, terminated Lehman's Crossing, A Condominium, created pursuant to a Declaration of Condominium, dated April 17, 2007, and recorded May 23, 2007, in the Office of the Recorder of Deeds of Cumberland County, Pennsylvania, in Miscellaneous Book 737, Page 765, as amended. By that same Termination Agreement, Lehman's Crossing, LLC, a Pennsylvania limited liability company (Declarant), Lehman's Crossing Condominium Association, a Pennsylvania nonprofit corporation, and the Unit Owners of Units in Lehman's Crossing, A Condominium agreed to convert the Condominium to a Planned Community now known as Lehman's Crossing II, A Planned Community.

The Certificate of Substantial Completion pertaining to Unit No. _____ is attached hereto and made part hereof.

Grantees, for and on behalf of Grantees and Grantees' heirs, personal representatives, successors and assigns, by the acceptance of this Deed, covenant and agrees to pay such charges for maintenance, repairs, replacements and other expenses in connection with the Common Elements, to include the Common Facilities and Limited Common Facilities appurtenant to said Unit, as may be assessed against him, her, them or said Unit, from time to time by the Executive Board of Lehman's Crossing II Owners Association in accordance with the Pennsylvania Uniform Planned Community Act, 68 Pa.C.S.A. §§5101, et seq., and further covenant and agree that the Unit conveyed by this Deed shall be subject to a lien for all amounts so assessed except as set forth in Section 5407(c) of the Act, if applicable. These covenants shall run with and bind the Unit hereby conveyed and all subsequent owners thereof.

The said Grantees, for and on behalf of Grantees and Grantees' heirs, personal representatives, successors and assigns, by the acceptance of this Deed, hereby acknowledge, agree and confirm that the private streets (Lehman Drive, Chatham Drive and Wyndham Drive) shown on the Declaration Plan are private streets and will remain private streets and said streets may not, in the future, be offered for dedication to North Middleton Township.

AND the Grantor shall and will **SPECIALLY WARRANT** the property hereby conveyed.

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

LEHMAN'S CROSSING, LLC,
a Pennsylvania limited liability company

By: _____
Alton E. Hughes, Jr., Member

COMMONWEALTH OF PENNSYLVANIA :
: SS:
COUNTY OF _____ :

On this, the ____ day of _____, 20____, before me, a Notary Public, the undersigned officer, personally appeared **ALTON E. HUGHES, JR.**, who acknowledged himself to be the Member of Lehman's Crossing, LLC, a Pennsylvania limited liability company, and that he as such Member, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by himself as Member.

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

Notary Public
(SEAL)

I hereby certify that the precise address of the Grantees herein is:

Attorney or Agent for Grantee

:551965

EXHIBIT G

Form of Agreement of Sale

STANDARD AGREEMENT FOR THE SALE OF REAL ESTATE
This form recommended and approved for, but not restricted to use by, the members of the Pennsylvania Association of REALTORS® (PARA)

ASR

PARTIES	
BUYER(S): _____	SELLER(S): _____
BUYER'S MAILING ADDRESS: _____ _____	SELLER'S MAILING ADDRESS: _____ _____

PROPERTY
PROPERTY ADDRESS _____ _____ ZIP _____
in the municipality of _____, County of _____
in the School District of _____, in the Commonwealth of Pennsylvania.
Identification (e.g., Tax ID #; Parcel #; Lot, Block; Deed Book, Page, Recording Date): _____

BUYER'S RELATIONSHIP WITH PA LICENSED BROKER	
<input type="checkbox"/> No Business Relationship (Buyer is not represented by a broker)	
Broker (Company) _____	Licensee(s) (Name) _____
Company Address _____	Direct Phone(s) _____
Company Phone _____	Cell Phone(s) _____
Company Fax _____	Fax _____
Broker is:	Licensee(s) is:
<input type="checkbox"/> Buyer Agent (Broker represents Buyer only)	<input type="checkbox"/> Buyer Agent with Designated Agency
<input type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below)	<input type="checkbox"/> Buyer Agent without Designated Agency
	<input type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below)
<input type="checkbox"/> Transaction Licensee (Broker and Licensee(s) provide real estate services but do not represent Buyer)	

SELLER'S RELATIONSHIP WITH PA LICENSED BROKER	
<input type="checkbox"/> No Business Relationship (Seller is not represented by a broker)	
Broker (Company) _____	Licensee(s) (Name) _____
Company Address _____	Direct Phone(s) _____
Company Phone _____	Cell Phone(s) _____
Company Fax _____	Fax _____
Broker is:	Licensee(s) is:
<input type="checkbox"/> Seller Agent (Broker represents Seller only)	<input type="checkbox"/> Seller Agent with Designated Agency
<input type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below)	<input type="checkbox"/> Seller Agent without Designated Agency
	<input type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below)
<input type="checkbox"/> Transaction Licensee (Broker and Licensee(s) provide real estate services but do not represent Seller)	

DUAL AND/OR DESIGNATED AGENCY

A Broker is a Dual Agent when a Broker represents both Buyer and Seller in the same transaction. A Licensee is a Dual Agent when a Licensee represents Buyer and Seller in the same transaction. All of Broker's licensees are also Dual Agents UNLESS there are separate Designated Agents for Buyer and Seller. If the same Licensee is designated for Buyer and Seller, the Licensee is a Dual Agent.

By signing this Agreement, Buyer and Seller each acknowledge having been previously informed of, and consented to, dual agency, if applicable.

Buyer Initials: _____

ASR Page 1 of 11
Revised 1/12

Seller Initials: _____

1. **By this Agreement**, dated _____, Seller hereby agrees to sell and convey to Buyer, who agrees to purchase, the identified Property.

2. **PURCHASE PRICE AND DEPOSITS (1-10)**

(A) Purchase Price \$ _____ U.S. Dollars), to be paid by Buyer as follows:

- 1. Deposit at signing of this Agreement: \$ _____
- 2. Deposit within _____ days of the Execution Date of this Agreement: \$ _____
- 3. _____ \$ _____

4. Remaining balance will be paid at settlement.

(B) All funds paid by Buyer, including deposits, will be paid by check, cashier's check or wired funds. All funds paid by Buyer within 30 DAYS of settlement, including funds paid at settlement, will be by cashier's check or wired funds, but not by personal check.

(C) Deposits, regardless of the form of payment and the person designated as payee, will be paid in U.S. Dollars to Broker for Seller (unless otherwise stated here: _____), who will retain deposits in an escrow account in conformity with all applicable laws and regulations until consummation or termination of this Agreement. Only real estate brokers are required to hold deposits in accordance with the rules and regulations of the State Real Estate Commission. Checks tendered as deposit monies may be held uncashed pending the execution of this Agreement.

3. **SELLER ASSIST (If Applicable) (1-10)**

Seller will pay \$ _____ or _____ % of Purchase Price (0 if not specified) toward Buyer's costs, as permitted by the mortgage lender, if any. Seller is only obligated to pay up to the amount or percentage which is approved by mortgage lender.

4. **SETTLEMENT AND POSSESSION (1-10)**

(A) Settlement Date is _____, or before if Buyer and Seller agree.

(B) Settlement will occur in the county where the Property is located or in an adjacent county, during normal business hours, unless Buyer and Seller agree otherwise.

(C) At time of settlement, the following will be pro-rated on a daily basis between Buyer and Seller, reimbursing where applicable: current taxes (see Notice Regarding Real Estate Taxes); rents; interest on mortgage assumptions; condominium fees and home-owner association fees; water and/or sewer fees, together with any other lienable municipal service fees. All charges will be pro-rated for the period(s) covered. Seller will pay up to and including the date of settlement and Buyer will pay for all days following settlement, unless otherwise stated here: _____

(D) Conveyance from Seller will be by fee simple deed of special warranty unless otherwise stated here: _____

(E) Payment of transfer taxes will be divided equally between Buyer and Seller unless otherwise stated here: _____

(F) Possession is to be delivered by deed, existing keys and physical possession to a vacant Property free of debris, with all structures broom-clean, at day and time of settlement, unless Seller, before signing this Agreement, has identified in writing that the Property is subject to a lease.

(G) If Seller has identified in writing that the Property is subject to a lease, possession is to be delivered by deed, existing keys and assignment of existing leases for the Property, together with security deposits and interest, if any, at day and time of settlement. Seller will not enter into any new leases, nor extend existing leases, for the Property without the written consent of Buyer. Buyer will acknowledge existing lease(s) by initialing the lease(s) at the execution of this Agreement, unless otherwise stated in this Agreement. Tenant-Occupied Property Addendum (PAR Form TOP) is attached.

5. **DATES/TIME IS OF THE ESSENCE (1-10)**

(A) Written acceptance of all parties will be on or before: _____

(B) The Settlement Date and all other dates and times identified for the performance of any obligations of this Agreement are of the essence and are binding.

(C) The Execution Date of this Agreement is the date when Buyer and Seller have indicated full acceptance of this Agreement by signing and/or initialing it. For purposes of this Agreement, the number of days will be counted from the Execution Date, excluding the day this Agreement was executed and including the last day of the time period. All changes to this Agreement should be initialed and dated.

(D) The Settlement Date is not extended by any other provision of this Agreement and may only be extended by mutual written agreement of the parties.

(E) Certain terms and time periods are pre-printed in this Agreement as a convenience to the Buyer and Seller. All pre-printed terms and time periods are negotiable and may be changed by striking out the pre-printed text and inserting different terms acceptable to all parties.

6. **ZONING (1-10)**

Failure of this Agreement to contain the zoning classification (except in cases where the property (and each parcel thereof, if subdividable) is zoned solely or primarily to permit single-family dwellings) will render this Agreement voidable at Buyer's option, and, if voided, any deposits tendered by the Buyer will be returned to the Buyer without any requirement for court action.

Zoning Classification: _____

65 **7. FIXTURES AND PERSONAL PROPERTY (1-10)**

66 (A) INCLUDED in this sale are all existing items permanently installed in the Property, free of liens, and other items including
 67 plumbing; heating, radiator covers; lighting fixtures (including chandeliers and ceiling fans); pool and spa equipment (including
 68 covers and cleaning equipment); electric animal fencing systems (excluding collars); garage door openers and transmitters; televi-
 69 sion antennas; unpotted shrubbery, plantings and trees; any remaining heating and cooking fuels stored on the Property at the
 70 time of settlement; smoke detectors and carbon monoxide detectors; sump pumps; storage sheds; fences; mailboxes; wall to wall
 71 carpeting; existing window screens, storm windows and screen/storm doors; window covering hardware, shades and blinds;
 72 awnings; built-in air conditioners; built-in appliances; the range/oven, unless otherwise stated; and, if owned, water treatment sys-
 73 tems, propane tanks, satellite dishes and security systems. Also included: _____
 74

75 (B) The following items are LEASED (not owned by Seller). Contact the provider/vendor for more information (e.g., water treatment
 76 systems, propane tanks, satellite dishes and security systems): _____

77 (C) EXCLUDED fixtures and items: _____
 78

79 **8. MORTGAGE CONTINGENCY (1-10)**

80 WAIVED. This sale is NOT contingent on mortgage financing, although Buyer may obtain mortgage financing and/or the par-
 81 ties may include an appraisal contingency.

82 ELECTED.

83 (A) This sale is contingent upon Buyer obtaining mortgage financing according to the following terms:

First Mortgage on the Property	Second Mortgage on the Property
Loan Amount \$ _____	Loan Amount \$ _____
Minimum Term _____ years	Minimum Term _____ years
Type of mortgage _____	Type of mortgage _____
Loan-To-Value (LTV) ratio: _____	Loan-To-Value (LTV) ratio: _____
For non-FHA/VA loans LTV ratio not to exceed _____ %	For non-FHA/VA loans LTV ratio not to exceed _____ %
Mortgage lender _____	Mortgage lender _____
Interest rate _____ %; however, Buyer agrees to accept the interest rate as may be committed by the mortgage lender, not to exceed a maximum interest rate of _____ %.	Interest rate _____ %; however, Buyer agrees to accept the interest rate as may be committed by the mortgage lender, not to exceed a maximum interest rate of _____ %.
Discount points, loan origination, loan placement and other fees charged by the lender as a percentage of the mortgage loan (excluding any mortgage insurance premiums or VA funding fee) not to exceed _____ % (0% if not specified) of the mortgage loan.	Discount points, loan origination, loan placement and other fees charged by the lender as a percentage of the mortgage loan (excluding any mortgage insurance premiums or VA funding fee) not to exceed _____ % (0% if not specified) of the mortgage loan.

84 (B) The interest rate(s) and fee(s) provisions in Paragraph 8(A) are satisfied if the mortgage lender(s) gives Buyer the right to guar-
 85 antee the interest rate(s) and fee(s) at or below the maximum levels stated. If lender(s) gives Buyer the right to lock in the interest
 86 rate(s), Buyer will do so at least 15 days before Settlement Date. Buyer gives Seller the right, at Seller's sole option and
 87 as permitted by law and the mortgage lender(s), to contribute financially, without promise of reimbursement, to the Buyer and/or
 88 the mortgage lender(s) to make the above mortgage term(s) available to Buyer.

89 (C) Within _____ days (7 if not specified) from the Execution Date of this Agreement, Buyer will make a completed, written mort-
 90 gage application (including payment for and ordering of appraisal and credit reports without delay, at the time required by
 91 lender(s)) for the mortgage terms and to the mortgage lender(s) identified in Paragraph 8(A), if any, otherwise to a responsible
 92 mortgage lender(s) of Buyer's choice. Broker for Buyer, if any, otherwise Broker for Seller, is authorized to communicate with
 93 the mortgage lender(s) to assist in the mortgage loan process.

94 (D) Buyer will be in default of this Agreement if Buyer furnishes false information to anyone concerning Buyer's financial
 95 and/or employment status, fails to cooperate in good faith with processing the mortgage loan application (including delay
 96 of the appraisal), fails to lock in interest rate(s) as stated in Paragraph 8(B), or otherwise causes the lender to reject, refuse
 97 to approve or issue a mortgage loan commitment.

98 (E) 1. Mortgage Commitment Date: _____. Upon receiving a mortgage commitment, Buyer will
 99 promptly deliver a copy of the commitment to Seller.
 100 2. If Seller does not receive a copy of the mortgage commitment(s) by the Mortgage Commitment Date, Seller may terminate
 101 this Agreement by written notice to Buyer. Seller's right to terminate continues until Buyer delivers a mortgage commitment
 102 to Seller. Until Seller terminates this Agreement, Buyer is obligated to make a good-faith effort to obtain mortgage financing.
 103 3. Seller may terminate this Agreement by written notice to Buyer after the Mortgage Commitment Date if the mortgage commitment:
 104 a. Does not satisfy the terms of Paragraph 8(A), OR
 105 b. Contains any condition not specified in this Agreement (e.g., the Buyer must settle on another property, an appraisal must
 106 be received by the lender, or the mortgage commitment is not valid through the Settlement Date) that is not satisfied and/or
 107 removed in writing by the mortgage lender(s) within 7 DAYS after the Mortgage Commitment Date in Paragraph
 108 8(E)(1), or any extension thereof, other than those conditions that are customarily satisfied at or near settlement (e.g.,
 109 obtaining insurance, confirming employment).
 110 4. If this Agreement is terminated pursuant to Paragraphs 8(E)(2) or (3), or the mortgage loan(s) is not obtained for settlement,
 111 all deposit monies will be returned to Buyer according to the terms of Paragraph 23 and this Agreement will be VOID. Buyer
 112 will be responsible for any costs incurred by Buyer for any inspections or certifications obtained according to the terms of
 113 this Agreement, and any costs incurred by Buyer for: (1) Title search, title insurance and/or mechanics' lien insurance, or any
 114 fee for cancellation; (2) Flood insurance, fire insurance, hazard insurance, mine subsidence insurance, or any fee for cancella-
 115 tion; (3) Appraisal fees and charges paid in advance to mortgage lender(s).
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 129
 130

131 Buyer Initials: _____ / _____

Seller Initials: _____ / _____

132 (F) If the mortgage lender(s), or a property and casualty insurer providing insurance required by the mortgage lender(s), requires
 133 repairs to the Property, Buyer will, upon receiving the requirements, deliver a copy of the requirements to Seller. Within 5
 134 DAYS of receiving the copy of the requirements, Seller will notify Buyer whether Seller will make the required repairs at Seller's
 135 expense.
 136 1. If Seller makes the required repairs to the satisfaction of the mortgage lender and/or insurer, Buyer accepts the Property and
 137 agrees to the RELEASE in Paragraph 25 of this Agreement.
 138 2. If Seller will not make the required repairs, or if Seller fails to respond within the stated time, Buyer will, within 5
 139 DAYS, notify Seller of Buyer's choice to:
 140 a. Make the repairs/improvements at Buyer's expense, with permission and access to the Property given by Seller, which
 141 will not be unreasonably withheld, OR
 142 b. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of
 143 Paragraph 23 of this Agreement.
 144 If Buyer fails to respond within the time stated in Paragraph 8(F)(2) or fails to terminate this Agreement by written notice
 145 to Seller within that time, Buyer will accept the Property and agree to the RELEASE in Paragraph 25 of this Agreement.

146 **FHA/VA, IF APPLICABLE**

147 (G) It is expressly agreed that notwithstanding any other provisions of this contract, Buyer will not be obligated to complete the pur-
 148 chase of the Property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless Buyer
 149 has been given, in accordance with HUD/FHA or VA requirements, a written statement by the Federal Housing Commissioner,
 150 Veterans Administration, or a Direct Endorsement Lender setting forth the appraised value of the Property of not less than
 151 \$_____ (the Purchase Price as stated in this Agreement). Buyer will have the privilege and option of
 152 proceeding with consummation of the contract without regard to the amount of the appraised valuation. The appraised valuation
 153 is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does
 154 not warrant the value nor the condition of the Property. Buyer should satisfy himself/herself that the price and condition of the
 155 Property are acceptable.
 156 Warning: Section 1010 of Title 18, U.S.C., Department of Housing and Urban Development and Federal Housing
 157 Administration Transactions, provides, "Whoever for the purpose of . . . influencing in any way the action of such Department,
 158 makes, passes, utters or publishes any statement, knowing the same to be false shall be fined under this title or imprisoned not
 159 more than two years, or both."
 160 (H) U.S. Department of Housing and Urban Development (HUD) NOTICE TO PURCHASERS: Buyer's Acknowledgement
 161 Buyer has received the HUD Notice "For Your Protection: Get a Home Inspection." Buyer understands the importance of
 162 getting an independent home inspection and has thought about this before signing this Agreement. Buyer understands that
 163 FHA will not perform a home inspection nor guarantee the price or condition of the Property.
 164 (I) Certification We the undersigned, Seller(s) and Buyer(s) party to this transaction each certify that the terms of this contract
 165 for purchase are true to the best of our knowledge and belief, and that any other agreement entered into by any of these parties
 166 in connection with this transaction is attached to this Agreement.

167 **9. CHANGE IN BUYER'S FINANCIAL STATUS (3-11)**

168 In the event of a change in Buyer's financial status affecting Buyer's ability to purchase, Buyer shall promptly notify Seller and
 169 lender(s) to whom the Buyer submitted mortgage application, if any. A change in financial status includes, but is not limited to, loss
 170 or a change in employment; failure or loss of sale of Buyer's home; Buyer's having incurred a new financial obligation; entry of a
 171 judgment against Buyer. Buyer understands that applying for and/or incurring an additional financial obligation may affect
 172 Buyer's ability to purchase.

173 **10. SELLER REPRESENTATIONS (1-10)**

174 (A) Radon Testing and Remediation (See Notice Regarding Radon)

175 Seller has no knowledge about the presence or absence of radon unless checked below:

- 176 1. Seller has knowledge that the Property was tested on the dates and by the methods (e.g. charcoal canister, alpha track,
 177 etc.), which produced the results indicated below:
 178 Date Type of Test Results (picoCuries/liter or working levels) Name of Testing Service
 179 _____
 180 _____
 181 2. Seller has knowledge that the Property had radon removal system(s) installed as indicated below:
 182 Date Installed Type of System Provider
 183 _____
 184 _____

185 Copies of all available test reports will be delivered to Buyer with this Agreement. Seller does not warrant the meth-
 186 ods or the results of radon tests.

187 (B) Status of Water

188 Seller represents that the Property is served by:

- 189 Public Water Community Water On-site Water None _____

190 (C) Status of Sewer

191 Seller represents that the Property is served by:

- 192 Public Sewer Community Sewage Disposal System Ten-Acre Permit Exemption (see Sewage Notice 2)
 193 Individual On-lot Sewage Disposal System (see Sewage Notice 1) Holding Tank (see Sewage Notice 3)
 194 Individual On-lot Sewage Disposal System in Proximity to Well (see Sewage Notice 1; see Sewage Notice 4, if applicable)
 195 None (see Sewage Notice 1) None Available/Permit Limitations in Effect (see Sewage Notice 5)
 196 _____

197 Buyer Initials: _____ / _____

Seller Initials: _____ / _____

- 198 (D) **Historic Preservation**
 199 Seller is not aware of historic preservation restrictions regarding the Property unless otherwise stated here: _____
 200
 201 (E) Property, or a portion of it, is preferentially assessed for tax purposes under the following Act(s) (see Notices Regarding Land
 202 Use Restrictions):
 203 Farmland and Forest Land Assessment Act (Clean and Green Program; Act 319 of 1974; 72 P.S. § 5490.1 et seq.)
 204 Open Space Act (Act 442 of 1967; 32 P.S. § 5001 et seq.)
 205 Agricultural Area Security Law (Act 43 of 1981; 3 P.S. §901 et seq.)
 206 Other _____
 207 (F) Seller represents that, as of the date Seller signed this Agreement, no public improvement, condominium or homeowner association
 208 assessments have been made against the Property which remain unpaid, and that no notice by any government or public
 209 authority has been served upon Seller or anyone on Seller's behalf, including notices relating to violations of zoning, housing,
 210 building, safety or fire ordinances that remain uncorrected, and that Seller knows of no condition that would constitute a viola-
 211 tion of any such ordinances that remain uncorrected, unless otherwise specified here: _____
 212
 213 (G) Seller knows of no other potential notices (including violations) and/or assessments except as follows: _____
 214
 215 (H) Access to a public road may require issuance of a highway occupancy permit from the Department of Transportation.

216 **11. WAIVER OF CONTINGENCIES (9-05)**
 217 If this Agreement is contingent on Buyer's right to inspect and/or repair the Property, or to verify insurability, environmental
 218 conditions, boundaries, certifications, zoning classification or use, or any other information regarding the Property, Buyer's
 219 failure to exercise any of Buyer's options within the times set forth in this Agreement is a WAIVER of that contingency and
 220 Buyer accepts the Property and agrees to the RELEASE in Paragraph 25 of this Agreement.

221 **12. INSPECTIONS (1-10) (See Notices Regarding Property and Environmental Inspections)**

- 222 (A) **Rights and Responsibilities**
 223 1. Seller will provide access to insurers' representatives and, as may be required by this Agreement or by mortgage lender(s), to
 224 surveyors, municipal officials, appraisers and inspectors. All parties and their real estate licensee(s) may attend any inspections.
 225 2. Buyer may make a pre-settlement walk-through inspection of the Property. Buyer's right to this inspection is not waived by
 226 any other provision of this Agreement.
 227 3. Seller will have heating and all utilities (including fuel(s)) on for all inspections/appraisals.
 228 4. All inspectors, including home inspectors, are authorized by Buyer to provide a copy of any inspection Report to Broker for Buyer.
 229 5. Seller has the right, upon request, to receive a free copy of any inspection Report from the party for whom it was prepared.

230 (B) Buyer waives or elects at Buyer's expense to have the following inspections, certifications, and investigations (referred to as
 231 "Inspection" or "Inspections") performed by professional contractors, home inspectors, engineers, architects and other properly
 232 licensed or otherwise qualified professionals. If the same inspector is inspecting more than one system, the inspector must com-
 233 ply with the Home Inspection Law. (See Notice Regarding the Home Inspection Law)

234 (C) For elected inspection(s), Buyer will, within the Contingency Period(s) stated in Paragraph 13(A), complete Inspections, obtain any
 235 Inspection Reports or results (referred to as "Report" or "Reports"), and accept the Property, terminate this Agreement, or submit a
 236 Written Corrective Proposal(s) to Seller, according to the terms of Paragraph 13(B).
 237 **Home/Property Inspections and Environmental Hazards (mold, etc.)**

238 **Elected** Buyer may conduct an inspection of the Property's structural components; roof; exterior windows and exterior **Waived**
 239 _____/_____ doors; exterior siding; Exterior Insulation and Finish Systems, fascia, gutters and downspouts; swimming pools, hot _____/_____
 240 _____/_____ tubs and spas; appliances; electrical systems; interior and exterior plumbing; public sewer systems; heating and cool-
 241 _____/_____ ing systems; water penetration; electromagnetic fields; wetlands and flood plain delineation; structure square
 242 _____/_____ footage; mold and other environmental hazards (e.g., fungi, indoor air quality, asbestos, underground storage tanks,
 243 _____/_____ etc.); and any other items Buyer may select. If Buyer elects to have a home inspection of the Property, as defined in
 244 _____/_____ the Home Inspection Law, the home inspection must be performed by a full member in good standing of a national
 245 _____/_____ home inspection association, or a person supervised by a full member of a national home inspection association, in
 246 _____/_____ accordance with the ethical standards and code of conduct or practice of that association, or by a properly licensed
 247 _____/_____ or registered engineer or architect. (See Notice Regarding the Home Inspection Law)

248 **Wood Infestation**
 249 **Elected** Buyer may obtain a written "Wood-Destroying Insect Infestation Inspection Report" from an inspector certified as **Waived**
 250 _____/_____ a wood-destroying pests pesticide applicator and will deliver it and all supporting documents and drawings provid- _____/_____
 251 _____/_____ ed by the inspector to Seller. The Report is to be made satisfactory to and in compliance with applicable laws, mort-
 252 _____/_____ gage lender requirements, and/or Federal Insuring and Guaranteeing Agency requirements. The Inspection is to be
 253 _____/_____ limited to all readily-visible and accessible areas of all structures on the Property, except fences. If the Inspection
 254 _____/_____ reveals active infestation(s), Buyer, at Buyer's Expense, may obtain a Proposal from a wood-destroying pests pes-
 255 _____/_____ ticide applicator to treat the Property. If the Inspection reveals damage from active or previous infestation(s), Buyer
 256 _____/_____ may obtain a written Report from a professional contractor, home inspector or structural engineer that is limited to
 257 _____/_____ structural damage to the Property caused by wood-destroying organisms and a Proposal to repair the Property.

258 **Water Service**
 259 **Elected** Buyer may obtain an inspection of the quality and quantity of the water system from a properly licensed or otherwise **Waived**
 260 _____/_____ qualified water/well testing company. If and as required by the inspection company, Seller, at Seller's expense, will _____/_____
 261 _____/_____ locate and provide access to the on-site (or individual) water system. Seller will restore the Property to its previous con-
 262 _____/_____ dition, at Seller's expense, prior to settlement.

264		Radon	
265	Elected	Buyer may obtain a radon test of the Property from a certified inspector. The U.S. Environmental Protection Agency (EPA) advises corrective action if the average annual exposure to radon is equal to or higher than 0.02 working levels or 4 picoCuries/liter (4pCi/L).	Waived
266	___/___		___/___
267		On-lot Sewage (If Applicable)	
268	Elected	Buyer may obtain an inspection of the individual on-lot sewage disposal system from a qualified, professional inspector. If and as required by the inspection company, Seller, at Seller's expense, will locate, provide access to, and empty the individual on-lot sewage disposal system. Seller will restore the Property to its previous condition, at Seller's expense, prior to settlement. See paragraph 13(C) for more information regarding the Individual On-lot Sewage Inspection Contingency.	Waived
269	___/___		___/___
270		Property Insurance	
271	Elected	Buyer may determine the insurability of the Property by making application for property and casualty insurance for the Property to a responsible insurer. Broker for Buyer, if any, otherwise Broker for Seller, may communicate with the insurer to assist in the insurance process. If the Property is located in a flood plain, Buyer may be required to carry flood insurance at Buyer's expense, which may need to be ordered 14 days or more prior to Settlement Date.	Waived
272	___/___		___/___
273		Property Boundaries	
274	Elected	Buyer may engage the services of a surveyor, title abstractor, or other qualified professional to assess the legal description, certainty and location of boundaries and/or quantum of land. Most Sellers have not had the Property surveyed as it is not a requirement of property transfer in Pennsylvania. Any fences, hedges, walls and other natural or constructed barriers may or may not represent the true boundary lines of the Property. Any numerical representations of size of property are approximations only and may be inaccurate.	Waived
275	___/___		___/___
276		Deeds, Restrictions and Zoning	
277	Elected	Buyer may investigate easements, deed and use restrictions (including any historic preservation restrictions or ordinances) that apply to the Property and review local zoning ordinances. Buyer may verify that the present use of the Property (such as in-law quarters, apartments, home office, day care) is permitted and may elect to make the Agreement contingent upon an anticipated use. Present use: _____	Waived
278	___/___		___/___
279		Lead-Based Paint Hazards (For Properties prior to 1978 only)	
280	Elected	Before Buyer is obligated to purchase a residential dwelling built prior to 1978, Buyer has the option to conduct a risk assessment and/or inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards unless Buyer waives that right. Regardless of whether this inspection is elected or waived, the Residential Lead-Based Paint Hazard Reduction Act requires a Seller of property built prior to 1978 to provide the Buyer with an EPA-approved lead hazards information pamphlet titled Protect Your Family from Lead in Your Home, along with a separate form, attached to this Agreement, disclosing Seller's knowledge of lead-based paint hazards and any lead-based paint records regarding the Property. (See Notices Regarding Residential Lead-Based Paint Hazard Reduction Act)	Waived
281	___/___		___/___
282		Other	
283	Elected	_____	Waived
284	___/___		___/___

285 The inspections elected above do not apply to the following existing conditions and/or items: _____

286 _____

287 _____

288 **13. INSPECTION CONTINGENCY (1-10)**

- 289 (A) The Contingency Period is ___ days (10 if not specified) from the Execution Date of this Agreement for each inspection elected in Paragraph 12(C), except the following:
- | | | | |
|-----|---------------|--------------------|------|
| 290 | Inspection(s) | Contingency Period | |
| 291 | _____ | _____ | days |
| 292 | _____ | _____ | days |
| 293 | _____ | _____ | days |
| 294 | _____ | _____ | days |
- 295 (B) Except as stated in Paragraph 13(C), if the result of any inspection elected in Paragraph 12(C) is unsatisfactory to Buyer, Buyer will, within the stated Contingency Period:
- 296 1. Accept the Property with the information stated in the Report(s) and agree to the RELEASE in Paragraph 25 of this Agreement, OR
 - 297 2. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 23 of this Agreement, OR
 - 298 3. Present the Report(s) to Seller with a Written Corrective Proposal ("Proposal") listing corrections and/or credits desired by Buyer. The Proposal may, but is not required to, include the name(s) of a properly licensed or qualified professional(s) to perform the corrections requested in the Proposal, provisions for payment, including retests, and a projected date for completion of the corrections. Buyer agrees that Seller will not be held liable for corrections that do not comply with mortgage lender or governmental requirements if performed in a workmanlike manner according to the terms of Buyer's Proposal.
 - 299 a. No later than ___ days (5 if not specified) from the end of the Contingency Period(s), Seller will inform Buyer in writing that Seller will:
 - 300 (1) Satisfy all the terms of Buyer's Proposal(s), OR
 - 301 (2) Not satisfy all the terms of Buyer's Proposal(s)
 - 302 b. If Seller agrees to satisfy the terms of Buyer's Proposal, Buyer accepts the Property and agrees to the RELEASE in Paragraph 25 of this Agreement.
 - 303 c. Within ___ days (2 if not specified) of the receipt of written notification that Seller will not satisfy all terms of Buyer's

332 Proposal, or the time stated in paragraph 13(B)(3)(a) if Seller fails to choose either option in writing, whichever occurs
333 first, Buyer will:

334 (1) Accept the Property with the information stated in the Report(s) and agree to the RELEASE in Paragraph 25 of this
335 Agreement, OR

336 (2) Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms
337 of Paragraph 23 of this Agreement, OR

338 (3) Enter into a mutually acceptable written agreement with Seller, providing for any repairs or improvements to the
339 Property and/or any credit to Buyer at settlement, as acceptable to the mortgage lender, if any.

340 If Buyer fails to respond within the time stated in Paragraph 13(B)(3)(c) or fails to terminate this Agreement by
341 written notice to Seller within that time, Buyer will accept the Property and agree to the RELEASE in Paragraph
342 25 of this Agreement.

343 (C) If a Report reveals the need to expand or replace the existing individual on-lot sewage disposal system, Seller may, within _____
344 days (25 if not specified) of receiving the Report, submit a Proposal to Buyer. The Proposal will include, but not be limited to, the
345 name of the company to perform the expansion or replacement; provisions for payment, including retests; and a projected com-
346 pletion date for corrective measures. Within 5 DAYS of receiving Seller's Proposal, or if no Proposal is provided within the
347 stated time, Buyer will notify Seller in writing of Buyer's choice to:

348 1. Agree to the terms of the Proposal, accept the Property and agree to the RELEASE in Paragraph 25 of this Agreement, OR

349 2. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of
350 Paragraph 23 of this Agreement, OR

351 3. Accept the Property and the existing system and agree to the RELEASE in Paragraph 25 of this Agreement. If required by any
352 mortgage lender and/or any governmental authority, Buyer will correct the defects before settlement or within the time required
353 by the mortgage lender and/or governmental authority, at Buyer's sole expense, with permission and access to the Property given
354 by Seller, which may not be unreasonably withheld. If Seller denies Buyer permission and/or access to correct the defects, Buyer
355 may, within 5 DAYS of Seller's denial, terminate this Agreement by written notice to Seller, with all deposit monies returned
356 to Buyer according to the terms of Paragraph 23 of this Agreement.

357 If Buyer fails to respond within the time stated in Paragraph 13(C) or fails to terminate this Agreement by written notice
358 to Seller within that time, Buyer will accept the Property and agree to the RELEASE in Paragraph 25 of this Agreement.

359 **14. NOTICES, ASSESSMENTS AND MUNICIPAL REQUIREMENTS (1-10)**

360 (A) In the event any notices, including violations, and/or assessments are received after Seller has signed this Agreement and before
361 settlement, Seller will within 5 DAYS of receiving the notices and/or assessments provide a copy of the notices and/or assess-
362 ments to Buyer and will notify Buyer in writing that Seller will:

363 1. Fully comply with the notices and/or assessments, at Seller's expense, before settlement. If Seller fully complies with the
364 notices and/or assessments, Buyer accepts the Property and agrees to the RELEASE in Paragraph 25 of this Agreement, OR

365 2. Not comply with the notices and/or assessments. If Seller chooses not to comply with the notices and/or assessments, or fails
366 within the stated time to notify Buyer whether Seller will comply, Buyer will notify Seller in writing within 5 DAYS
367 that Buyer will:

368 a. Comply with the notices and/or assessments at Buyer's expense, accept the Property, and agree to the RELEASE in
369 Paragraph 25 of this Agreement, OR

370 b. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of
371 Paragraph 23 of this Agreement.

372 If Buyer fails to respond within the time stated in Paragraph 14(A)(2) or fails to terminate this Agreement by written notice
373 to Seller within that time, Buyer will accept the Property and agree to the RELEASE in Paragraph 25 of this Agreement.

374 (B) If required by law, within 30 DAYS from the Execution Date of this Agreement, but in no case later than 15 DAYS prior to
375 Settlement Date, Seller will order at Seller's expense a certification from the appropriate municipal department(s) disclosing notice
376 of any uncorrected violations of zoning, housing, building, safety or fire ordinances and/or a certificate permitting occupancy of the
377 Property. If Buyer receives a notice of any required repairs/improvements, Buyer will promptly deliver a copy of the notice to Seller.

378 1. Within 5 DAYS of receiving notice from the municipality that repairs/improvements are required, Seller will deliver a
379 copy of the notice to Buyer and notify Buyer in writing that Seller will:

380 a. Make the required repairs/improvements to the satisfaction of the municipality. If Seller makes the required
381 repairs/improvements, Buyer accepts the Property and agrees to the RELEASE in Paragraph 25 of this Agreement, OR

382 b. Not make the required repairs/improvements. If Seller chooses not to make the required repairs/improvements, Buyer will
383 notify Seller in writing within 5 DAYS that Buyer will:

384 (1) Make the repairs/improvements at Buyer's expense, with permission and access to the Property given by Seller, which
385 will not be unreasonably withheld, OR

386 (2) Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms
387 of Paragraph 23 of this Agreement.

388 If Buyer fails to respond within the time stated in Paragraph 14(B)(1)(b) or fails to terminate this Agreement by
389 written notice to Seller within that time, Buyer will accept the Property and agree to the RELEASE in Paragraph
390 25 of this Agreement, and Buyer accepts the responsibility to perform the repairs/improvements according to the
391 terms of the notice provided by the municipality.

392 2. If Seller denies Buyer permission to make the required repairs/improvements, or does not provide Buyer access before
393 Settlement Date to make the required repairs/improvements, Buyer may, within 5 DAYS, terminate this Agreement by
394 written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 23 of this Agreement.

395 3. If repairs/improvements are required and Seller fails to provide a copy of the notice to Buyer as required in this Paragraph, Seller
396 will perform all repairs/improvements as required by the notice at Seller's expense. Paragraph 14(B)(3) will survive settlement.

396 15. CONDOMINIUM/PLANNED COMMUNITY (HOMEOOWNER ASSOCIATIONS) RESALE NOTICE (1-10)

397 Property is NOT a Condominium or part of a Planned Community unless checked below.

398 CONDOMINIUM. The Property is a unit of a condominium that is primarily run by a unit owners' association. Section 3407 of the
399 Uniform Condominium Act of Pennsylvania (see Notice Regarding Condominiums and Planned Communities) requires Seller to
400 furnish Buyer with a Certificate of Resale and copies of the condominium declaration (other than plats and plans), the bylaws and
401 the rules and regulations of the association.

402 PLANNED COMMUNITY (HOMEOOWNER ASSOCIATION). The Property is part of a planned community as defined by the
403 Uniform Planned Community Act (see Notice Regarding Condominiums and Planned Communities). Section 5407(a) of the Act
404 requires Seller to furnish Buyer with a copy of the Declaration (other than plats and plans), the bylaws, the rules and regulations
405 of the association, and a Certificate containing the provisions set forth in section 5407(a) of the Act.

406 THE FOLLOWING APPLIES TO PROPERTIES THAT ARE PART OF A CONDOMINIUM OR A PLANNED COMMUNITY.

407 (A) Within 15 DAYS from the Execution Date of this Agreement, Seller, at Seller's expense, will request from the association a
408 Certificate of Resale and any other documents necessary to enable Seller to comply with the relevant Act. The Act provides that
409 the association is required to provide these documents within 10 days of Seller's request.

410 (B) Seller will promptly deliver to Buyer all documents received from the association. Under the Act, Seller is not liable to Buyer for
411 the failure of the association to provide the Certificate in a timely manner or for any incorrect information provided by the asso-
412 ciation in the Certificate.

413 (C) The Act provides that Buyer may declare this Agreement VOID at any time before Buyer receives the association documents and
414 for 5 days after receipt, OR until settlement, whichever occurs first. Buyer's notice to Seller must be in writing; upon Buyer
415 declaring this Agreement void, all deposit monies will be returned to Buyer according to the terms of Paragraph 23 of this
416 Agreement.

417 (D) If the association has the right to buy the Property (right of first refusal), and the association exercises that right, Seller will reim-
418 burse Buyer for any costs incurred by Buyer for any inspections or certifications obtained according to the terms of the Agreement,
419 and any costs incurred by Buyer for: (1) Title search, title insurance and/or mechanics' lien insurance, or any fee for cancellation;
420 (2) Flood insurance, fire insurance, hazard insurance, mine subsidence insurance, or any fee for cancellation; (3) Appraisal fees
421 and charges paid in advance to mortgage lender

422 16. TITLES, SURVEYS AND COSTS (1-12)

423 (A) The Property will be conveyed with good and marketable title that is insurable by a reputable title insurance company at the reg-
424 ular rates, free and clear of all liens, encumbrances, and easements, excepting however the following: existing deed restrictions;
425 historic preservation restrictions or ordinances, building restrictions, ordinances, easements of roads; easements visible upon the
426 ground; easements of record; and privileges or rights of public service companies, if any.

427 (B) Buyer will pay for the following: (1) Title search, title insurance and/or mechanics' lien insurance, or any fee for cancellation;
428 (2) Flood insurance, fire insurance, hazard insurance, mine subsidence insurance, or any fee for cancellation; (3) Appraisal fees
429 and charges paid in advance to mortgage lender; (4) Buyer's customary settlement costs and accruals.

430 (C) Any survey or surveys required by the title insurance company or the abstracting company for preparing an adequate legal
431 description of the Property (or the correction thereof) will be obtained and paid for by Seller. Any survey or surveys desired by
432 Buyer or required by the mortgage lender will be obtained and paid for by Buyer.

433 (D) If Seller is unable to give good and marketable title that is insurable by a reputable title insurance company at the regular rates, as
434 specified in Paragraph 16(A), Buyer may terminate this Agreement by written notice to Seller, with all deposit monies returned to
435 Buyer according to the terms of Paragraph 23 of this Agreement. Upon termination, Seller will reimburse Buyer for any costs
436 incurred by Buyer for any inspections or certifications obtained according to the terms of this Agreement, and for those items spec-
437 ified in Paragraph 16(B) items (1), (2), (3) and in Paragraph 16(C).

438 (E) Oil, gas, mineral, or other rights of this Property may have been previously conveyed or leased, and Sellers make no representa-
439 tion about the status of those rights unless indicated elsewhere in this Agreement.

440 Oil, Gas and Mineral Rights Addendum (PAR Form OGM) is attached.

441 COAL NOTICE (Where Applicable)

442 THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHTS OF SUPPORT UNDERNEATH
443 THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL
444 RIGHT TO REMOVE ALL SUCH COAL AND IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE,
445 BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. (This notice is set forth in the manner provided in Section 1 of the Act of
446 July 17, 1957, P.L. 984.) "Buyer acknowledges that he may not be obtaining the right of protection against subsidence resulting
447 from coal mining operations, and that the property described herein may be protected from damage due to mine subsidence by a
448 private contract with the owners of the economic interests in the coal. This acknowledgement is made for the purpose of comply-
449 ing with the provisions of Section 14 of the Bituminous Mine Subsidence and the Land Conservation Act of April 27, 1966."
450 Buyer agrees to sign the deed from Seller which deed will contain the aforesaid provision.

451 (G) The Property is not a "recreational cabin" as defined in the Pennsylvania Construction Code Act unless otherwise stated here (see
452 Notice Regarding Recreational Cabins):

453 (H) This property is not subject to a Private Transfer Fee Obligation unless otherwise stated here (see Notice Regarding Private Transfer
454 Fees):

455 Private Transfer Fee Addendum (PAR Form PTF) is attached.

456 17. MAINTENANCE AND RISK OF LOSS (1-10)

457 (A) Seller will maintain the Property, grounds, fixtures and personal property specifically listed in this Agreement in its present con-
458 dition, normal wear and tear excepted.

459 (B) If any system or appliance included in the sale of Property fails before settlement, Seller will:

460 1. Repair or replace the failed system or appliance before settlement, OR

461 2. Provide prompt written notice to Buyer of Seller's decision to:

462 a. Credit Buyer at settlement for the fair market value of the failed system or appliance, as acceptable to the mortgage lender,
463 if any, OR

464 Buyer Initials: _____

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Seller Initials: _____

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467 b. Not repair or replace the failed system or appliance, and not credit Buyer at settlement for the fair market value of the
468 failed system or appliance.
469 3. If Seller does not repair or replace the failed system or appliance or agree to credit Buyer for its fair market value, or if Seller
470 fails to notify Buyer of Seller's choice, Buyer will notify Seller in writing within 5 DAYS or before Settlement Date,
471 whichever is earlier, that Buyer will:
472 a. Accept the Property and agree to the RELEASE in Paragraph 25 of this Agreement, OR
473 b. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of
474 Paragraph 23 of this Agreement.
475 If Buyer fails to respond within the time stated in Paragraph 17(B)(3) or fails to terminate this Agreement by written
476 notice to Seller within that time, Buyer will accept the Property and agree to the RELEASE in Paragraph 25 of this
477 Agreement.
478 (C) Seller bears the risk of loss from fire or other casualties until settlement. If any property included in this sale is destroyed and not
479 replaced prior to settlement, Buyer will:
480 1. Accept the Property in its then current condition together with the proceeds of any insurance recovery obtainable by Seller, OR
481 2. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of
482 Paragraph 23 of this Agreement.
483 18. HOME WARRANTIES (1-10)
484 At or before settlement, either party may purchase a home warranty for the Property from a third-party vendor. Buyer and Seller under-
485 stand that a home warranty for the Property does not alter any disclosure requirements of Seller, will not cover or warrant any pre-
486 existing defects of the Property, and will not alter, waive or extend any provisions of this Agreement regarding inspections or certifi-
487 cations that Buyer has elected or waived as part of this Agreement. Buyer and Seller understand that a broker who recommends a home
488 warranty may have a business relationship with the home warranty company that provides a financial benefit to the broker.
489 19. RECORDING (9-05)
490 This Agreement will not be recorded in the Office of the Recorder of Deeds or in any other office or place of public record. If Buyer
491 causes or permits this Agreement to be recorded, Seller may elect to treat such act as a default of this Agreement.
492 20. ASSIGNMENT (1-10)
493 This Agreement is binding upon the parties, their heirs, personal representatives, guardians and successors, and to the extent assigna-
494 ble, on the assigns of the parties hereto. Buyer will not transfer or assign this Agreement without the written consent of Seller unless
495 otherwise stated in this Agreement. Assignment of this Agreement may result in additional transfer taxes.
496 21. GOVERNING LAW, VENUE AND PERSONAL JURISDICTION (9-05)
497 (A) The validity and construction of this Agreement, and the rights and duties of the parties, will be governed in accordance with the
498 laws of the Commonwealth of Pennsylvania.
499 (B) The parties agree that any dispute, controversy or claim arising under or in connection with this Agreement or its performance by
500 either party submitted to a court shall be filed exclusively by and in the state or federal courts sitting in the Commonwealth of
501 Pennsylvania.
502 22. REPRESENTATIONS (1-10)
503 (A) All representations, claims, advertising, promotional activities, brochures or plans of any kind made by Seller, Brokers, their
504 licensees, employees, officers or partners are not a part of this Agreement unless expressly incorporated or stated in this
505 Agreement. This Agreement contains the whole agreement between Seller and Buyer, and there are no other terms, obligations,
506 covenants, representations, statements or conditions, oral or otherwise, of any kind whatsoever concerning this sale. This
507 Agreement will not be altered, amended, changed or modified except in writing executed by the parties.
508 (B) Unless otherwise stated in this Agreement, Buyer has inspected the Property (including fixtures and any personal prop-
509 erty specifically listed herein) before signing this Agreement or has waived the right to do so, and agrees to purchase the
510 Property IN ITS PRESENT CONDITION, subject to inspection contingencies elected in this Agreement. Buyer acknowl-
511 edges that Brokers, their licensees, employees, officers or partners have not made an independent examination or deter-
512 mination of the structural soundness of the Property, the age or condition of the components, environmental conditions,
513 the permitted uses, nor of conditions existing in the locale where the Property is situated; nor have they made a mechan-
514 ical inspection of any of the systems contained therein.
515 (C) Any repairs required by this Agreement will be completed in a workmanlike manner.
516 (D) Broker(s) have provided or may provide services to assist unrepresented parties in complying with this Agreement.
517 23. DEFAULT, TERMINATION AND RETURN OF DEPOSITS (1-10)
518 (A) Where Buyer terminates this Agreement pursuant to any right granted by this Agreement, Buyer will be entitled to a return of
519 all deposit monies paid on account of Purchase Price pursuant to the terms of Paragraph 23(B), and this Agreement will be
520 VOID. Termination of this Agreement may occur for other reasons giving rise to claims by Buyer and/or Seller for the deposit
521 monies.
522 (B) Regardless of the apparent entitlement to deposit monies, Pennsylvania law does not allow a Broker holding deposit monies to
523 determine who is entitled to the deposit monies when settlement does not occur. Broker can only release the deposit monies:
524 1. If this Agreement is terminated prior to settlement and there is no dispute over entitlement to the deposit monies. A written
525 agreement signed by both parties is evidence that there is no dispute regarding deposit monies.
526 2. If, after Broker has received deposit monies, Broker receives a written agreement that is signed by Buyer and Seller, direct-
527 ing Broker how to distribute some or all of the deposit monies.
528 3. According to the terms of a final order of court.
529 4. According to the terms of a prior written agreement between Buyer and Seller that directs the Broker how to distribute the
530 deposit monies if there is a dispute between the parties that is not resolved. (See Paragraph 23(C))

531 Buyer Initials: _____

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- 532 (C) Buyer and Seller agree that if there is a dispute over the entitlement to deposit monies that is unresolved 365 days after
 533 the Settlement Date stated in Paragraph 4(A), or any written extensions thereof, the Broker holding the deposit monies will, with-
 534 in 30 days of receipt of Buyer's written request, distribute the deposit monies to Buyer unless the Broker is in receipt of verifi-
 535 cable written notice that the dispute is the subject of litigation. If Broker has received verifiable written notice of litigation prior
 536 to the receipt of Buyer's request for distribution, Broker will continue to hold the deposit monies until receipt of a written distri-
 537 bution agreement between Buyer and Seller or a final court order. Buyer and Seller are advised to initiate litigation for any por-
 538 tion of the deposit monies prior to any distribution made by Broker pursuant to this paragraph. Buyer and Seller agree that the
 539 distribution of deposit monies based upon the passage of time does not legally determine entitlement to deposit monies, and that
 540 the parties maintain their legal rights to pursue litigation even after a distribution is made.
- 541 (D) Buyer and Seller agree that Broker who holds or distributes deposit monies pursuant to the terms of Paragraph 23 or Pennsylvania
 542 law will not be liable. Buyer and Seller agree that if any Broker or affiliated licensee is named in litigation regarding deposit
 543 monies, the attorneys' fees and costs of the Broker(s) and licensee(s) will be paid by the party naming them in litigation.
- 544 (E) Seller has the option of retaining all sums paid by Buyer, including the deposit monies, should Buyer:
 545 1. Fail to make any additional payments as specified in Paragraph 2, OR
 546 2. Furnish false or incomplete information to Seller, Broker(s), or any other party identified in this Agreement concerning
 547 Buyer's legal or financial status, OR
 548 3. Violate or fail to fulfill and perform any other terms or conditions of this Agreement.
- 549 (F) Unless otherwise checked in Paragraph 23(G), Seller may elect to retain those sums paid by Buyer, including deposit monies:
 550 1. On account of purchase price, OR
 551 2. As monies to be applied to Seller's damages, OR
 552 3. As liquidated damages for such default.
- 553 (G) SELLER IS LIMITED TO RETAINING SUMS PAID BY BUYER, INCLUDING DEPOSIT MONIES, AS LIQUIDATED
 554 DAMAGES.
- 555 (H) If Seller retains all sums paid by Buyer, including deposit monies, as liquidated damages pursuant to Paragraph 23(F) or (G),
 556 Buyer and Seller are released from further liability or obligation and this Agreement is VOID.
- 557 (I) Brokers and licensees are not responsible for unpaid deposits.

558 **24. MEDIATION (1-10)**
 559 Buyer and Seller will submit all disputes or claims that arise from this Agreement, including disputes and claims over deposit monies,
 560 to mediation. Mediation will be conducted in accordance with the Rules and Procedures of the Home Sellers/Home Buyers Dispute
 561 Resolution System, unless it is not available, in which case Buyer and Seller will mediate according to the terms of the mediation sys-
 562 tem offered or endorsed by the local Association of REALTORS®. Mediation fees, contained in the mediator's fee schedule, will be
 563 divided equally among the parties and will be paid before the mediation conference. This mediation process must be concluded before
 564 any party to the dispute may initiate legal proceedings in any courtroom, with the exception of filing a summons if it is necessary to
 565 stop any statute of limitations from expiring. Any agreement reached through mediation and signed by the parties will be binding (see
 566 Notice Regarding Mediation). Any agreement to mediate disputes or claims arising from this Agreement will survive settlement.

567 **25. RELEASE (9-05)**
 568 Buyer releases, quit claims and forever discharges SELLER, ALL BROKERS, their LICENSEES, EMPLOYEES and any
 569 OFFICER or PARTNER of any one of them and any other PERSON, FIRM or CORPORATION who may be liable by or
 570 through them, from any and all claims, losses or demands, including, but not limited to, personal injury and property dam-
 571 age and all of the consequences thereof, whether known or not, which may arise from the presence of termites or other wood-
 572 boring insects, radon, lead-based paint hazards, mold, fungi or indoor air quality, environmental hazards, any defects in the
 573 individual on-lot sewage disposal system or deficiencies in the on-site water service system, or any defects or conditions on the
 574 Property. Should Seller be in default under the terms of this Agreement or in violation of any Seller disclosure law or regula-
 575 tion, this release does not deprive Buyer of any right to pursue any remedies that may be available under law or equity. This
 576 release will survive settlement.

577 **26. REAL ESTATE RECOVERY FUND (9-05)**
 578 A Real Estate Recovery Fund exists to reimburse any persons who have obtained a final civil judgment against a Pennsylvania real
 579 estate licensee (or a licensee's affiliates) owing to fraud, misrepresentation, or deceit in a real estate transaction and who have been
 580 unable to collect the judgment after exhausting all legal and equitable remedies. For complete details about the Fund, call (717) 783-
 581 3658 or (800) 822-2113 (within Pennsylvania) and (717) 783-4854 (outside Pennsylvania).

582 **27. COMMUNICATIONS WITH BUYER AND/OR SELLER (1-10)**
 583 Wherever this Agreement contains a provision that requires or allows communication/delivery to a Buyer, that provision shall be satis-
 584 fied by communication/delivery to the Broker for Buyer, if any, except for documents required to be delivered pursuant to
 585 Paragraph 15. If there is no Broker for Buyer, those provisions may be satisfied only by communication/delivery being made direct-
 586 ly to the Buyer, unless otherwise agreed to by the parties. Wherever this Agreement contains a provision that requires or allows com-
 587 munication/delivery to a Seller, that provision shall be satisfied by communication/delivery to the Broker for Seller, if any. If there is
 588 no Broker for Seller, those provisions may be satisfied only by communication/delivery being made directly to the Seller, unless other-
 589 wise agreed to by the parties.

- 590 **28. SPECIAL CLAUSES (1-10)**
 591 (A) The following are part of this Agreement if checked:
 592 Sale & Settlement of Other Property Contingency Addendum (PAR Form SSP)
 593 Sale & Settlement of Other Property Contingency with Right to Continue Marketing Addendum (PAR Form SSP-CM)
 594 Settlement of Other Property Contingency Addendum (PAR Form SOP)
 595 Short Sale Addendum to Agreement of Sale (PAR Form SHS)
 596 Appraisal Contingency Addendum (PAR Form ACA)
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60 (B) Additional Terms:

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618 Buyer and Seller acknowledge receipt of a copy of this Agreement at the time of signing.

619 This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and which coun-
620 terparts together shall constitute one and the same Agreement of the Parties.

621 NOTICE TO PARTIES: WHEN SIGNED, THIS AGREEMENT IS A BINDING CONTRACT. Parties to this transaction are
622 advised to consult a Pennsylvania real estate attorney before signing if they desire legal advice.

623 Return of this Agreement, and any addenda and amendments, including return by electronic transmission, bearing the signatures
624 of all parties, constitutes acceptance by the parties.

625 _____ / _____ Buyer has received the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code
626 §35.336.

627 _____ / _____ Buyer has received a statement of Buyer's estimated closing costs before signing this Agreement.

628 _____ / _____ Buyer has read and understands the notices and explanatory information in this Agreement.

629 _____ / _____ Buyer has received a Seller's Property Disclosure Statement before signing this Agreement, if required by law
630 (see Information Regarding the Real Estate Seller Disclosure Law).

631 _____ / _____ Buyer has received the Deposit Money Notice (for cooperative sales when Broker for Seller is holding deposit
632 money) before signing this Agreement.

633 _____ / _____ Buyer has received the Lead-Based Paint Hazards Disclosure, which is attached to this Agreement of Sale, and
634 the pamphlet Protect Your Family from Lead in Your Home (for properties built prior to 1978)

635 BUYER _____ DATE _____

636 BUYER _____ DATE _____

637 BUYER _____ DATE _____

638 Seller has received the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code § 35.336.

639 Seller has received a statement of Seller's estimated closing costs before signing this Agreement.

640 Seller has read and understands the notices and explanatory information in this Agreement.

641 SELLER _____ DATE _____

642 SELLER _____ DATE _____

643 SELLER _____ DATE _____

NOTICE REGARDING CONVICTED SEX OFFENDERS (MEGAN'S LAW)

The Pennsylvania General Assembly has passed legislation (often referred to as "Megan's Law," 42 Pa.C.S. § 9791 et seq.) providing for community notification of the presence of certain convicted sex offenders. Buyers are encouraged to contact the municipal police department or the Pennsylvania State Police for information relating to the presence of sex offenders near a particular property, or to check the information on the Pennsylvania State Police Web site at www.pameganlaw.state.pa.us.

FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT OF 1980 (FIRPTA)

The disposition of a U.S. real property interest by a foreign person (the transferor) is subject to the Foreign Investment in Real Property Tax Act of 1980 (FIRPTA) income tax withholding. FIRPTA authorized the United States to tax foreign persons on dispositions of U.S. real property interests. This includes but is not limited to a sale or exchange, liquidation, redemption, gift, transfers, etc. Persons purchasing U.S. real property interests (transferee) from foreign persons, certain purchasers' agents, and settlement officers are required to withhold 10 percent of the amount realized (special rules for foreign corporations). Withholding is intended to ensure U.S. taxation of gains realized on disposition of such interests. The transferee/Buyer is the withholding agent. If you are the transferee/Buyer you must find out if the transferor is a foreign person. If the transferor is a foreign person and you fail to withhold, you may be held liable for the tax.

NOTICE REGARDING REAL ESTATE TAXES (Paragraph 2: Purchase Price and Deposits)

Real Estate Tax Proration: For purposes of prorating real estate taxes, the "periods covered" by the tax bills are as follows:

Municipal Taxes: For all counties and municipalities in Pennsylvania, tax bills are for the period January 1 to December 31.

School Taxes: For all school districts, other than the Philadelphia, Pittsburgh and Scranton school districts, the period covered by the tax bill is July 1 to June 30. For the Philadelphia, Pittsburgh and Scranton school districts, tax bills are for the period January 1 to December 31.

Real Estate Assessment: In Pennsylvania, taxing authorities (school districts and municipalities) and property owners may appeal the assessed value of a property at the time of sale, or at any time thereafter. A successful appeal by a taxing authority may result in a higher assessed value for the property and an increase in property taxes. Also, periodic county-wide property reassessments may change the assessed value of the property and result in a change in property tax.

NOTICE TO BUYERS SEEKING MORTGAGE FINANCING (Paragraph 8: Mortgage Contingency)

The appraised value of the Property is used by lenders to determine the maximum amount of a mortgage loan. The appraised value is determined by an independent appraiser, subject to the mortgage lender's underwriter review, and may be higher or lower than the Purchase Price and/or market price of the property.

The Loan-To-Value Ratio (LTV) is used by lenders as one tool to help assess the potential risk of a mortgage loan. LTV is determined by dividing the requested loan amount by either the Purchase Price or the appraised value of the property, whichever is lower. A particular LTV may be necessary to qualify for certain loans, or Buyers might be required to pay additional fees if the LTV exceeds a specific level.

NOTICE REGARDING TRUTH IN LENDING (Paragraph 8: Mortgage Contingency)

The Mortgage Disclosure Improvement Act requires mortgage lenders to provide Buyer with a Truth in Lending (TIL) statement at the time of mortgage application (early disclosure) and anytime thereafter (re-disclosure) if the annual percentage rate (APR) changes by more than .125 percent. Settlement cannot occur within 7 days of the early disclosure or within 3 days of re-disclosure. If a re-disclosure of a TIL statement is made within 3 days of the Settlement Date in the Agreement, settlement for the Property would have to occur after the Settlement Date stated. Buyer and Seller are advised that the APR may change by more than .125 percent based on factors including, but not limited to, Seller credits, changes in loan amount or duration, and Settlement Date change. If the Buyer and Seller agree to modify the Settlement Date in response to the TIL statement waiting period, or for any other reason, it should be done by mutual written agreement of the parties.

Buyer Initials: _____ / _____

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Seller Initials: _____ / _____

SEWAGE NOTICES (Paragraph 10: Seller Representations)

NOTICES PURSUANT TO THE PENNSYLVANIA SEWAGE FACILITIES ACT

- NOTICE 1: THERE IS NO CURRENTLY EXISTING COMMUNITY SEWAGE SYSTEM AVAILABLE FOR THE SUBJECT PROPERTY.**
Section 7 of the Pennsylvania Sewage Facilities Act provides that no person shall install, construct, request bid proposals for construction, alter, repair or occupy any building or structure for which an individual sewage system is to be installed, without first obtaining a permit. Buyer is advised by this notice that, before signing this Agreement, Buyer should contact the local agency charged with administering the Act to determine the procedure and requirements for obtaining a permit for an individual sewage system. The local agency charged with administering the Act will be the municipality where the Property is located or that municipality working cooperatively with others.
- NOTICE 2: THIS PROPERTY IS SERVICED BY AN INDIVIDUAL SEWAGE SYSTEM INSTALLED UNDER THE TEN-ACRE PERMIT EXEMPTION PROVISIONS OF SECTION 7 OF THE PENNSYLVANIA SEWAGE FACILITIES ACT.**
(Section 7 provides that a permit may not be required before installing, constructing, awarding a contract for construction, altering, repairing or connecting to an individual sewage system where a ten-acre parcel or lot is subdivided from a parent tract after January 10, 1987). Buyer is advised that soils and site testing were not conducted and that, should the system malfunction, the owner of the Property or properties serviced by the system at the time of a malfunction may be held liable for any contamination, pollution, public health hazard or nuisance which occurs as a result.
- NOTICE 3: THIS PROPERTY IS SERVICED BY A HOLDING TANK (PERMANENT OR TEMPORARY) TO WHICH SEWAGE IS CONVEYED BY A WATER CARRYING SYSTEM AND WHICH IS DESIGNED AND CONSTRUCTED TO FACILITATE ULTIMATE DISPOSAL OF THE SEWAGE AT ANOTHER SITE.**
Pursuant to the Pennsylvania Sewage Facilities Act, Seller must provide a history of the annual cost of maintaining the tank from the date of its installation or December 14, 1995, whichever is later.
- NOTICE 4: AN INDIVIDUAL SEWAGE SYSTEM HAS BEEN INSTALLED AT AN ISOLATION DISTANCE FROM A WELL THAT IS LESS THAN THE DISTANCE SPECIFIED BY REGULATION.**
The regulations at 25 Pa. Code §73.13 pertaining to minimum horizontal isolation distances provide guidance. Subsection (b) of §73.13 states that the minimum horizontal isolation distance between an individual water supply or water supply system suction line and treatment tanks shall be 50 feet. Subsection (c) of §73.13 states that the horizontal isolation distance between the individual water supply or water supply system suction line and the perimeter of the absorption area shall be 100 feet.
- NOTICE 5: THIS LOT IS WITHIN AN AREA IN WHICH PERMIT LIMITATIONS ARE IN EFFECT AND IS SUBJECT TO THOSE LIMITATIONS. SEWAGE FACILITIES ARE NOT AVAILABLE FOR THIS LOT AND CONSTRUCTION OF A STRUCTURE TO BE SERVED BY SEWAGE FACILITIES MAY NOT BEGIN UNTIL THE MUNICIPALITY COMPLETES A MAJOR PLANNING REQUIREMENT PURSUANT TO THE PENNSYLVANIA SEWAGE FACILITIES ACT AND REGULATIONS PROMULGATED THEREUNDER.**

Buyer Initials: _____

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Seller Initials: _____

NOTICES REGARDING LAND USE RESTRICTIONS (Paragraph 10: Seller Representations)

NOTICE PURSUANT TO THE PENNSYLVANIA RIGHT-TO-FARM LAW (3. P.S. § 951-957)

The property you are buying may be located in an area where agricultural operations take place. Pennsylvania protects agricultural resources for the production of food and agricultural products. The law limits circumstances where normal agricultural operations may be subject to nuisance lawsuits or restrictive ordinances.

FARMLAND AND FOREST LAND ASSESSMENT ACT (CLEAN AND GREEN PROGRAM) (72 P.S. § 5490.1 et seq.)

Properties enrolled in the Clean and Green Program receive preferential tax assessment.

Notices Required by Seller: A Seller of Property enrolled in the Clean and Green Program must submit notice of the sale and any proposed changes in the use of Seller's remaining enrolled Property to the County Assessor 30 days before the transfer of title to Buyer.

Notices Required by Buyer: A Buyer of Property enrolled in the Clean and Green Program must submit notice of any proposed changes Buyer intends to make in the use of the Property being purchased to the County Assessor at least 30 days prior to undertaking any changes.

Loss of Preferential Tax Assessment: The sale of Property enrolled in the Clean and Green Program may result in the loss of program enrollment and the loss of preferential tax assessment for the Property and/or the land of which it is a part and from which it is being separated. Removal from enrollment in the Clean and Green Program may result in the charge of roll-back taxes and interest. A roll-back tax is the difference in the amount of taxes paid under the program and the taxes that would have been paid in the absence of Clean and Green enrollment. The roll-back taxes are charged for each year that the Property was enrolled in the program, limited to the past 7 years.

Buyer and Seller have been advised of the need to determine the tax implications that will or may result from the sale of the Property to Buyer or that may result in the future as a result in any change in use of the Property or the land from which it is being separated by contacting the County Tax Assessment Office before the execution of this Agreement of Sale.

OPEN SPACE ACT 32 P.S. § 5001 et seq.

This Act enables counties to enter into covenants with owners of land designated as farm, forest, water supply, or open space land on an adopted municipal, county or regional plan for the purpose of preserving the land as open space. A covenant between the owner and county is binding upon any Buyer of the Property during the period of time that the covenant is in effect (5 or 10 years). Covenants automatically renew at the end of the covenant period unless specific termination notice procedures are followed.

Buyer acknowledges that the purchase of Property for which there is a covenant will not extinguish the covenant and that a change in the use of the land to any other use other than that designated in the covenant will constitute a breach. When a breach of the covenant occurs, the then-owner is required to pay roll-back taxes and interest. A roll-back tax is the difference in the amount of taxes paid and the taxes that would have been paid in the absence of the covenant. The roll-back taxes are charged for each year that the Property was subject to the covenant, limited to the past 5 years.

Buyer has been advised of the need to determine the restrictions that will apply from the sale of the Property to Buyer and the tax implications that will or may result from a change in use of the Property, or any portion of it. Buyer is further advised to determine the term of any covenant now in effect.

Buyer Initials: _____ / _____

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Seller Initials: _____ / _____

NOTICES REGARDING PROPERTY & ENVIRONMENTAL INSPECTIONS

(Paragraph 12; Inspections)

Exterior Insulation and Finish Systems (EIFS): Exterior Insulation and Finish Systems — sometimes referred to as synthetic stucco — are multi-layered wall systems applied to the exterior of some homes. Poor or improper installation of EIFS may result in moisture penetrating the surface of a structure where it may cause damage to the building's frame. Leakage most frequently occurs near doors and windows, gutters, the roof connection and at the lowermost edge of the exterior surface. Vulnerability to leakage depends on structure design as well as the expertise and application skills of the contractor. Damage caused by water intrusion may be both extensive and expensive to repair but may go undetected in the absence of an adequate inspection. Buyers purchasing homes with EIFS construction may seek to engage an inspector experienced in testing for EIFS-related problems who can determine the moisture content of the building's frame.

Asbestos: The heat-resistant and durable nature of asbestos makes it useful in construction. The physical properties that give asbestos its resistance to heat and decay are linked with several adverse health effects. Asbestos can easily break into microscopic fibers that remain suspended in the air for long periods of time. When inhaled, these fibers easily penetrate body tissue. Asbestos is known to cause Asbestosis and various forms of cancer. Inquiries or requests for more information about asbestos can be directed to the U.S. Environmental Protection Agency, Ariel Rios Building, 1200 Pennsylvania Ave., N.W., Washington, D.C. 20460, and/or the Department of Health, Commonwealth of Pennsylvania, Division of Environmental Health, Harrisburg, PA 17120.

Electromagnetic Fields: Electromagnetic Fields (EMFs) occur around all electrical appliances and power lines. Conclusive evidence that EMFs pose health risks does not exist at present, and Pennsylvania has no laws regarding this issue.

Environmental Hazards: The U.S. Environmental Protection Agency has a list of hazardous substances, the use and disposal of which are restricted by law. Generally, if hazardous substances are found on a property, it is the property owner's responsibility to dispose of them properly. For more information and a list of hazardous substances, contact the U.S. Environmental Protection Agency, Ariel Rios Building, 1200 Pennsylvania Ave., N.W., Washington, D.C. 20460, (202) 260-2090.

Wetlands: Wetlands are protected by the federal and state governments. Buyer may wish to hire an environmental engineer to investigate whether the Property is located in a wetlands area to determine if permits for plans to build, improve or develop the property would be affected or denied because of its location in a wetlands area.

Mold, Fuogi and Indoor Air Quality: Indoor mold contamination and the inhalation of bioaerosols (bacteria, mold spores, pollen and viruses) have been associated with allergic responses including upper respiratory congestion, cough, mucous membrane irritation, fever, chills, muscle ache or other transient inflammation or allergy. Claims have been asserted that exposure to mold contamination and bioaerosols has led to serious infection, immunosuppression and illnesses of neuro or systemic toxicity. Sampling of indoor air quality and other methods exist to determine the presence and scope of indoor contamination. Because individuals may be affected differently, or not affected at all, by the presence of mold or other bioaerosols, Buyer may wish to engage the services of a qualified professional to undertake an assessment and/or sampling of the Property. Assessments and samplings for the presence of mold and bioaerosols can be performed by qualified industrial hygienists, engineers, laboratories and home inspection companies that offer these services. Information about indoor air quality issues is available through the U.S. Environmental Protection Agency and may be obtained by contacting IAQ INFO, P.O. Box 37133, Washington, D.C. 20013-7133, 1-800-438-4318.

Radon: Radon is a natural, radioactive gas that is produced in the ground by the normal decay of uranium and radium. Studies indicate that extended exposure to high levels of radon gas can increase the risk of lung cancer. Radon can find its way into any air-space and can permeate a structure. If a house has a radon problem, it usually can be cured by increased ventilation and/or by preventing radon entry. Any person who tests, mitigates or safeguards a building for radon in Pennsylvania must be certified by the Department of Environmental Protection. Information about radon and about certified testing or mitigation firms is available through Department of Environmental Protection, Bureau of Radiation Protection, 13th Floor, Rachel Carson State Office Building, P.O. Box 8469, Harrisburg, PA 17105-8469, (800) 23RADON or (717) 783-3594. www.epa.gov

NOTICES REGARDING RESIDENTIAL LEAD-BASED PAINT HAZARD REDUCTION ACT

(Paragraph 12; Inspections)

Lead-Based Paint Hazards Disclosure Requirements (for properties built before 1978): The Residential Lead-Based Paint Hazard Reduction Act requires any Seller of property built before 1978 to provide the Buyer with an EPA-approved lead hazards information pamphlet titled *Protect Your Family from Lead in Your Home* and to disclose to the Buyer and the broker(s) the known presence of lead-based paint and/or lead-based paint hazards in or on the property being sold, along with the basis used for determining that the hazards exist, the location of the hazards, and the condition of painted surfaces. Any Seller of a pre-1978 structure must also provide the Buyer with any records or reports available to the Seller regarding lead-based paint and/or lead-based paint hazards in or about the property being sold, the common areas, or other residential dwellings in multi-family housing. Before a Buyer is obligated to purchase any housing constructed prior to 1978, the Act requires the Seller to give the Buyer 10 days (unless Buyer and Seller agree in writing to another time period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards. The opportunity to conduct a risk assessment or inspection may be waived by the Buyer, in writing. Neither testing nor abatement is required of the Seller. Housing built in 1978 or later is not subject to the Act.

Buyer Initials: _____ / _____

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Seller Initials: _____ / _____

LEAD WARNING STATEMENT (FOR PROPERTIES BUILT BEFORE 1978) Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Seller of any interest in residential real property is required to provide the Buyer with any information on lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the Buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

NOTICE REGARDING THE HOME INSPECTION LAW (68 Pa. C.S.A. §7501, et seq.)

(Paragraph 12: Inspections)

Applicability: The Home Inspection Law applies to "residential real estate transfers," defined as a sale, exchange, installment sales contract, lease with an option to buy, grant or other transfer of an interest in real property where **NOT LESS THAN ONE AND NOT MORE THAN FOUR RESIDENTIAL DWELLING UNITS** are involved. (See Notice Regarding The Real Estate Seller Disclosure Law (exceptions 1-8) for a list of exceptions to this general rule.)

The following definitions are taken from the text of the Home Inspection Law

Home Inspection: A non-invasive, visual examination of some combination of the mechanical, electrical or plumbing systems or the structural and essential components of a residential dwelling designed to identify material defects in those systems and components, and performed for a fee in connection with or preparation for a proposed or possible residential real estate transfer. The term also includes any consultation regarding the property that is represented to be a home inspection or that is described by any confusingly similar term. The term does not include an examination of a single system or component of a residential dwelling such as, for example, its electrical or plumbing system or its roof. The term also does not include an examination that is limited to inspection for, or of, one or more of the following: wood-destroying insects, underground tanks and wells, septic systems, swimming pools and spas, alarm systems, air and water quality, tennis courts and playground equipment, pollutants, toxic chemicals and environmental hazards. The scope of a home inspection, the services to be performed and the systems and conditions to be inspected or excluded from inspection may be defined by a contract between the home inspector and the client.

Home inspection Report: A written report on the results of a home inspection.

A home inspection report shall include:

- (1) A description of the scope of the inspection, including without limitation an identification of the structural elements, systems and subsystems covered by the report.
- (2) A description of any material defects noted during the inspection, along with any recommendation that certain experts be retained to determine the extent of the defects and any corrective action that should be taken. A "material defect" that poses an unreasonable risk to people on the property shall be conspicuously identified as such.

A home inspector shall not express either orally or in writing an estimate of the cost to repair any defect found during a home inspection, except that such an estimate may be included in a home inspection report if:

- (1) the report identifies the source of the estimate;
- (2) the estimate is stated as a range of costs; and
- (3) the report states that the parties should consider obtaining an estimate from a contractor who performs the type of repair involved.

Seller shall have the right, upon request, to receive without charge a copy of any inspection report from the party for whom it was prepared.

Home inspector: An individual who performs a home inspection.

National home inspectors association: Any national association of home inspectors that:

- (1) Is operated on a not-for-profit basis and is not operated as a franchise.
- (2) Has members in more than ten states.
- (3) Requires that a person may not become a full member unless the person has performed or participated in more than 100 home inspections and has passed a recognized or accredited examination testing knowledge of the proper procedures for conducting a home inspection.
- (4) Requires that its members comply with a code of conduct and attend continuing professional education classes as an ongoing condition of membership.

A Buyer shall be entitled to rely in good faith, without independent investigation, on a written representation by a home inspector that the home inspector is a full member in good standing of a national home inspection association.

Material defect: A problem with a residential real property or any portion of it that would have a significant adverse impact on the value of the property or that involves an unreasonable risk to people on the property. The fact that a structural element, system or subsystem is near, at or beyond the end of the normal useful life of such a structural element, system or subsystem is not by itself a material defect.

Buyer Initials: _____/_____

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Seller Initials: _____/_____

NOTICES REGARDING CONDOMINIUMS AND PLANNED COMMUNITIES
(Paragraph 15: Condominium/Planned Community (Homeowner Association) Resale Notice)

Definition of a Condominium

The Uniform Condominium Act defines a "condominium" as real estate, portions of which are designated for separate ownership and the remainder of which is designated for common ownership solely by the owners of those portions. Real estate is not a condominium unless the undivided interests in the common elements are vested in the unit owners.

Definition of a Planned Community

The Uniform Planned Community Act defines a "planned community" as real estate with respect to which a person, by virtue of ownership of an interest in any portion of the real estate, is or may become obligated by covenant, easement or agreement imposed on the owner's interest to pay any amount for real property taxes, insurance, maintenance, repair, improvement, management, administration or regulation of any part of the real estate other than the portion or interest owned solely by the person. The term excludes a cooperative and a condominium, but a cooperative or condominium may be part of a planned community. For the purposes of this definition, "ownership" includes holding a leasehold interest of more than 20 years, including renewal options, in real estate. The term includes non-residential campground communities.

Exemptions from the Uniform Planned Community Act and the Uniform Condominium Act:

When a Certificate of Resale Is Not Required

The owner of a property located within a planned community is not required to furnish the Buyer with a certificate of resale under the following circumstances:

- (1) The Planned Community contains no more than 12 units, provided there is no possibility of adding real estate or subdividing units to increase the size of the Planned Community.
- (2) The Planned Community/Condominium is one in which all of the units are restricted exclusively to non-residential use, unless the declaration provides that the resale provisions are nevertheless to be followed.
- (3) The Planned Community/Condominium or units are located outside the Commonwealth of Pennsylvania.
- (4) The transfer of the unit is a gratuitous transfer.
- (5) The transfer of the unit is required by court order.
- (6) The transfer of the unit is by the government or a governmental agency.
- (7) The transfer of the unit is the result of foreclosure or in lieu of foreclosure.

Notices Regarding Public Offering Statements and Right to Rescission

If Seller is a Declarant of the condominium or planned community, Seller is required to furnish Buyer with a copy of the Public Offering Statement and its amendments. For condominiums, the delivery of the Public Offering Statement must be made no later than the date the Buyer executes this Agreement. Buyer may cancel this Agreement within 15 days after receiving the Public Offering Statement and any amendments that materially and adversely affect Buyer. For planned communities, the Declarant must provide the Buyer with a copy of the Public Offering Statement and its amendments no later than the date the Buyer executes this Agreement. Buyer may cancel this Agreement within 7 days after receiving the Public Offering Statement and any amendments that materially and adversely affect Buyer.

NOTICES REGARDING RECREATIONAL CABINS (Paragraph 16: Title, Surveys & Costs)

The following definitions and requirements are taken from the Pennsylvania Construction Code Act (35 P.S. §7210.101 et. seq.)

A Recreational Cabin is a structure which is:

- (1) Utilized principally for recreational activity;
- (2) Not utilized as a domicile or residence for any individual for any time period;
- (3) Not utilized for commercial purposes;
- (4) Not greater than two stories in height, excluding basement;
- (5) Not utilized by the owner or any other person as a place of employment;
- (6) Not a mailing address for bills and correspondence; and
- (7) Not listed as an individual's place of residence on a tax return, driver's license, car registration or voter registration.

A recreational cabin may be exempt from the provisions of the Pennsylvania Construction Code Act if:

- (1) The cabin is equipped with at least one smoke detector, one fire extinguisher and one carbon monoxide detector in both the kitchen and sleeping quarters; and
- (2) The owner of the cabin files with the municipality either:
 - (a) An affidavit on a form prescribed by the Pennsylvania Department of Labor and Industry attesting to the fact that the cabin meets the definition of a "recreational cabin" in Section 103 of the Act; or
 - (b) A valid proof of insurance for the recreational cabin, written and issued by an insurer authorized to do business in this Commonwealth, stating that the structure meets the definition of a "recreational cabin" as defined in Section 103 of the Act.

If a recreational cabin is subject to exclusion from the Pennsylvania Construction Code Act, upon transfer of ownership of the recreational cabin, written notice must be provided in the sales agreement and the deed that the recreational cabin:

- (1) Is exempt from this Act;
- (2) May not be in conformance with the uniform construction code; and
- (3) Is not subject to municipal regulation.

Failure to comply with this notice requirement shall render the sale void at the option of the purchaser.

Buyer Initials: _____/_____

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Seller Initials: _____/_____

NOTICES REGARDING PRIVATE TRANSFER FEES (Paragraph 16: Title, Surveys & Costs)

In Pennsylvania, Private Transfer Fees are defined and regulated in the Private Transfer Fee Obligation Act (Act 1 of 2011; 68 Pa.C.S. §§ 8101, et. seq.), which defines a Private Transfer Fee as "a fee that is payable upon the transfer of an interest in real property, or payable for the right to make or accept the transfer, if the obligation to pay the fee or charge runs with title to the property or otherwise binds subsequent owners of property, regardless of whether the fee or charge is a fixed amount or is determined as a percentage of the value of the property, the purchase price or other consideration given for the transfer." A Private Transfer Fee must be properly recorded to be binding, and sellers must disclose the existence of the fees to prospective buyers. Where a Private Transfer Fee is not properly recorded or disclosed, the Act gives certain rights and protections to buyers.

**NOTICES REGARDING MEDIATION (Paragraph 24: Mediation)
HOME SELLERS/HOME BUYERS DISPUTE RESOLUTION SYSTEM RULES AND PROCEDURES**

1. **Agreement of Parties:** The Rules and Procedures of the Dispute Resolution System (DRS) apply when the parties have agreed in writing to mediate under DRS. The written agreement can be achieved by a standard clause in an agreement of sale, an addendum to an agreement of sale, or through a separate written agreement.
2. **Initiation of Mediation:** If a dispute exists, any party may start the mediation process by submitting a completed Request to Initiate Mediation DRS Transmittal Form (Transmittal Form) to the local Association of REALTORS® (hereafter "Administrator"). The Transmittal Form should be available through the Administrator's office. The initiating party should try to include the following information when sending the completed Transmittal Form to the Administrator:
 - a. A copy of the written agreement to mediate if there is one, OR a request by the initiating party to have the Administrator contact the other parties to the dispute to invite them to join the mediation process.
 - b. The names, addresses and telephone numbers of the parties involved in the dispute, including the name of every insurance company known to have received notice of the dispute or claim and the corresponding file or claim number.
 - c. A brief statement of the facts of the dispute and the damages or relief sought.
3. **Selection of Mediator:** Within five days of receiving the completed Transmittal Form, the Administrator will send each party to the dispute a copy of the Transmittal Form and a list of qualified mediators and their fee schedules. Each party then has ten days to review the list of mediators, cross off the name of any mediator to whom the party objects, and return the list to the Administrator. The Administrator will appoint the first available mediator who is acceptable to all parties involved.

A mediator who has any financial or personal interest in the dispute or the results of the mediation cannot serve as mediator to that dispute, unless all parties are informed and give their written consent.

4. **Mediation Fees:** Mediation fees will be divided equally among the parties and will be paid *before* the mediation conference. The parties will follow the payment terms contained in the mediator's fee schedule.
5. **Time and Place of Mediation Conference:** Within ten days of being appointed to the dispute, the mediator will contact the parties and set the date, time and place of the mediation conference. The mediator must give at least twenty days' advance notice to all parties. The mediation conference should not be more than sixty days from the mediator's appointment to the dispute.
6. **Conduct of Mediation Conference:** The parties attending the mediation conference will be expected to:
 - a. Have the authority to enter into and sign a binding settlement to the dispute.
 - b. Produce all information required for the mediator to understand the issues of the dispute. The information may include relevant written materials, descriptions of witnesses and the content of their testimony. The mediator can require the parties to deliver written materials and information before the date of the mediation conference.

The mediator presiding over the conference:

- a. Will impartially conduct an orderly settlement negotiation.
- b. Will help the parties define the matters in dispute and reach a mutually agreeable solution.
- c. Will have no authority to render an opinion, to bind the parties to his or her decision, or to force the parties to reach a settlement.

Formal rules of evidence will not apply to the mediation conference.

7. **Representation by Counsel:** Any party who intends to be accompanied to the mediation conference by legal counsel will notify the mediator and the other parties of the intent at least ten days before the conference.
8. **Confidentiality:** No aspect of the mediation can be relied upon or introduced as evidence in any arbitration, judicial or other proceeding. This includes, but is not limited to, any opinions or suggestions made by any party regarding a possible settlement; any admissions made during the course of the mediation; any proposals or opinions expressed by the mediator; and any responses given by any party to opinions, suggestions, or proposals.

No privilege will be affected by disclosures made in the course of the mediation.

Transcripts or recordings of the mediation will not be allowed without the prior, written consent of all parties and the mediator.

Records, reports, and other documents received or prepared by the mediator or Administrator cannot be compelled by an arbitration, judicial, or other proceeding, with the exception of an agreement that was reached in the course of mediation and signed by all the parties.

Neither the mediator nor the Administrator can be compelled to testify in any proceeding regarding information given or representations made either in the course of the mediation or in any confidential communication.

9. **Mediated Settlement:** When a dispute is resolved through mediation, the mediator will put the complete agreement in writing and all parties will sign the written agreement within ten days of the conclusion of the mediation conference. Every reasonable effort will be made to sign the written agreement at the end of the conference.
10. **Judicial Proceedings and Immunity:** NEITHER THE ADMINISTRATOR, THE MEDIATOR, THE NATIONAL ASSOCIATION OF REALTORS®, THE PENNSYLVANIA ASSOCIATION OF REALTORS®, NOR ANY OF ITS MEMBER BOARDS, WILL BE DEEMED NECESSARY OR INDISPENSABLE PARTIES IN ANY JUDICIAL PROCEEDINGS RELATING TO MEDIATION UNDER THESE RULES AND PROCEDURES, NOR WILL ANY OF THEM SERVING UNDER THESE PROCEDURES BE LIABLE TO ANY PARTY FOR ANY ACT, ERROR OR OMISSION IN CONNECTION WITH ANY SERVICE OR THE OPERATION OF THE HOME SELLERS/HOME BUYERS DISPUTE RESOLUTION SYSTEM.

Buyer Initials: _____ / _____

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Seller Initials: _____ / _____

NOTICES REGARDING THE REAL ESTATE SELLER DISCLOSURE LAW
(Page 11: Signature Page)

The Real Estate Seller Disclosure Law requires that before an agreement of sale is signed, the Seller in a residential real estate transfer must make certain disclosures regarding the property to potential Buyers in a form defined by the law. A residential real estate transfer is defined as a sale, exchange, installment sales contract, lease with an option to buy, grant or other transfer of an interest in real property where **NOT LESS THAN ONE AND NOT MORE THAN FOUR RESIDENTIAL DWELLING UNITS** are involved.

The Law defines a number of exceptions where the disclosures do not have to be made:

1. Transfers that are the result of a court order.
2. Transfers to a mortgage lender that result from a Buyer's default and subsequent foreclosure sales that result from default.
3. Transfers from a co-owner to one or more other co-owners.
4. Transfers made to a spouse or direct descendant.
5. Transfers between spouses that result from divorce, legal separation or property settlement.
6. Transfers by a corporation, partnership or other association to its shareholders, partners or other equity owners as part of a plan of liquidation.
7. Transfer of a property to be demolished or converted to non-residential use.
8. Transfer of unimproved real property.
9. Transfers by a fiduciary during the administration of a decedent estate, guardianship, conservatorship or trust.
10. Transfers of new construction that has never been occupied when:
 - a. The Buyer has received a one-year warranty covering the construction;
 - b. The building has been inspected for compliance with the applicable building code or, if none, a nationally recognized model building code; and
 - c. A certificate of occupancy or a certificate of code compliance has been issued for the dwelling.

In addition to these exceptions, disclosures for condominiums and cooperatives are limited to the Seller's particular unit(s). Disclosures regarding common areas or facilities are not required, as those elements are already addressed in the laws that govern the resale of condominium and cooperative interests.

Buyer Initials: _____/_____

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Seller Initials: _____/_____

EXHIBIT H

Management Agreement

MANAGEMENT AGREEMENT

This agreement is made and entered into by and between LEHMAN'S CROSSING II OWNERS ASSOCIATION (hereinafter referred to as "the Association") and PROPERTY MANAGEMENT, INC. (hereinafter referred to as "PMI") in respect to the community known as Lehman's Crossing II Owners Association located in Carlisle, North Middleton Township, Cumberland County, Pennsylvania.

In consideration of the terms, conditions, and covenants herein contained, the parties mutually agree as follows:

- I. APPOINTMENT OF MANAGING AGENTS. The Association hereby appoints PMI, and PMI hereby accepts such appointment, on the terms and conditions herein contained, as the sole and exclusive Managing Agent of the Association to maintain, operate, manage, and supervise the Association in accordance with the terms and provisions of this Agreement and to otherwise perform the obligations hereinafter set out.

- II. RESPONSIBILITIES OF MANAGING AGENT. As directed by the Board of the Association ("the Board"), PMI shall have the following functions, duties, responsibilities, and authority:
 - A. Administrative Services:
 1. Assist members of the Board in the performance of their obligations.
 2. Assist the Board in the development of policies and procedures.
 3. Assist in the administration of the provisions of the Declaration, Articles of Incorporation, By-Laws, Rules and Regulations, and policies of the Association (the "Governing Documents").
 4. Keep all records of the affairs of the Association and the Board including, but not limited to, the Declaration, Articles of Incorporation, By-Laws, Rules and Regulations, policies, minutes of meetings, copies of contracts, etc. (which documents shall be provided to PMI by the Association) and maintain all such documents in a current status. All such records shall belong to the Association.
 5. Maintain databases of Unit Owners ("Owners"), Officers, and Directors and such other registers or schedules as may be required by the Governing Documents, the initial information for all of which shall be provided to PMI by the Association.

6. Attend to all necessary correspondence as directed by the Board. The Association will be billed at the current billing rate for this service.
7. Assist in resolving individual Owner requests as they pertain to the administration of the Association, and its responsibilities as specified in the Governing Documents and governing "Rules and Regulations".
8. PMI shall furnish certificates relating to assessments and shall record resale changes of ownership on its records upon receipt of notice from Realtors, Title Companies, or the individual Unit Owner. Transfers of ownership and preparation of Resale Certificates shall be processed at an additional fee chargeable to the Seller/Buyer. Copies of the Documents of the Association as provided by the Association are available through PMI at the current billing rate per set, payable directly to PMI by the Seller/Buyer. PMI will not warrant the completeness or legality of any document provided by the Association. Documentation required from the Association for financing or refinancing of units, shall be prepared by PMI on behalf of the Association at an additional fee chargeable to the Buyer/Seller.
9. PMI shall attend the annual meeting of the Association at no additional charge. PMI will attend any additional meetings, either of the general membership or of the Board of Directors, for which the Association will reimburse PMI at the then current billing rate per hour (including travel time). Appearance in court on lawsuits regarding document enforcement and assessment collection will be billed to the Association at the then current billing rate per hour (including travel time).
10. Assisting with or coordinating amendments of the Declaration, Articles of Incorporation, and/or By-Laws, shall be subject to an additional charge at the then current billing rate per hour in addition to any fees incurred by attorneys

B. Fiscal Services:

1. Prepare a recommended annual budget. The budget shall be based on prior operating expenditures, estimated future expenses, and required capital reserves. However, PMI is not required to perform a capital reserve study or ensure that items are reserved for as outlined in Association Documents. PMI shall not be responsible for any discrepancies between the budget and actual expenses, since the budget is an estimate to be used only as a guide. The budget shall be submitted to the Board for its consideration and adoption. The Board will respond promptly on the budget adoption, prior to the expiration of the current fiscal year.
2. Receive and collect all monthly assessments and other charges due to the Association. Also maintain checking, savings, and other income accounts in the name of the Association at institutions of the Association's choice and

maintain comprehensive records thereof, each of such accounts to be separate and apart from all other accounts of PMI and the amounts therein not to be commingled with any other funds controlled by PMI. Under the terms of this agreement, the Association hereby authorizes any officer(s) of PMI to be empowered to sign check drafts and other bank related documents relating to the Association's accounts. (Officers of PMI are annually designated by PMI's Board of Directors.) Capital Reserves shall be expended and/or invested as specifically directed by the Board, and in accordance with the Governing Documents of the Association.

3. Mail notices of delinquency to any Owner in arrears and exert reasonable efforts and take such reasonable action for the collection of the delinquent assessments as the Board may determine and direct in accordance with the Governing Documents and adopted policy procedures.
4. Make all disbursements from assessments collected for normal recurring expenses as provided in the budget. All expenditures not budgeted shall be made only with the prior approval of the Board, except in the event of emergency situations.
5. Furnish monthly financial statements prepared on a modified accrual basis, which will include all disbursements and will reflect the net cash position of the Association.

C. Physical Management:

1. Direct, and order to be done, those items which are necessary to preserve and protect the Association and maintain the property in accordance with the provisions of the operating budget as approved by the Board.
2. On behalf of the Association, supervise employees required for the operation and maintenance of the Association. All remuneration payable to such independent contractors and/or salaries, tax, and other expenses payable on account of such employees shall be operating expenses of the Association and shall be paid by PMI out of the funds of the Association.
3. Negotiate and administer on behalf of the Association contracts for water, electricity, landscaping, trash removal, snow removal, painting, and such other services for the Association as may be necessary and advisable. PMI shall also purchase on behalf of the Association such equipment, materials, and supplies for the proper maintenance of the Association. All such purchases and contracts shall be in the name and at the expense of the Association.

- D. The Board of Directors shall have the following responsibilities:
1. For any general or Board meeting not attended by a representative of PMI, provide to PMI within five (5) working days a written summary of the meeting and detailed checklist of activity to be handled by PMI.
 2. Provide timely responses to action decisions requested by PMI.
 3. Identify one board member as the primary contact for PMI.
 4. Provide concise, consistent communication to PMI for the advancement and enhancement of the Association, its residents, and its Owners.
 5. The Association agrees to purchase and pay for assessment coupon books for the individual Unit Owners and also the annual software support fee for the community web-portal provided by PMI.
- E. Notwithstanding anything to the contrary contained in this Article and the limitations herein imposed, PMI may, on behalf of the Association without prior consent, expend any amount or incur a contractual obligation in any amount required to deal with emergency conditions which may involve a danger to life or property, or may threaten the safety of the Association or the Owners and occupants or may threaten the suspension of any necessary service to the Association.
- F. The Association agrees to allow PMI to arrange for maintenance services to the Association, which are not already provided in the approved budget if the cost of such services does not exceed \$2,000.00. Bidding procedures will not be required by the Association for work estimated to cost less than \$2,000.00, and PMI will be permitted to contract for such work on behalf of the Association without prior approvals of the Association and without any bidding procedures. All such expenses will be made on behalf of the Association, and at the expense of the Association.
- G. Everything performed by PMI under the provisions of this contract shall be done as an independent agent and all obligations or expenses incurred hereunder shall be for the account of, on behalf of, and at the expense of the Association. Any payments to be made by PMI hereunder shall be made out of such sums as are available in the banking accounts or investment accounts of the Association. PMI shall not be obligated to make any advance to or for the account of the Association, or to pay any sums, except out of the funds held or provided as aforesaid, nor shall PMI be obliged to incur any liability or obligation for the accounts of the Association without assurance that the necessary funds for the discharge thereof will be provided.

III. INSURANCE COVERAGES OF ASSOCIATION:

The association agrees to maintain, at its cost, the following insurance coverages:

- A. Insurance Coverages. The Association shall maintain with respect to the Property (1) commercial general liability insurance against claims for bodily injury or death and property damage occurring upon, in, or about the Property, in limits of not less than \$2,000,000.00 with respect to injury or death to any number of persons arising out of any occurrence, and not less than \$1,000,000.00 with respect to any occurrence of property damage (the "Liability Insurance"), (2) directors and officers liability insurance of at least \$1 million per claim, and (3) property coverage in an amount not less than the full replacement value of the "insurable property." "Insurable property" shall mean all buildings, structures and improvements to the real property, but not the real property itself. The replacement value of the "insurable property" shall be appraised yearly and the amount of property insurance coverage adjusted accordingly.
- B. PMI shall cooperate in investigating all accidents or claims for damage relating to the ownership, operation, and maintenance of the Association.
- C. PMI shall be entitled to an administrative fee for investigating, reporting, supervising, and follow-up on payment of insurance claims for damages, injuries or losses covered by the Association's insurance as identified in III A. above. The administrative fee is intended to cover PMI's expenses and shall be paid at the hourly rate identified in Addendum A, or ten percent (10%) of the total claim, whichever is the greater.
- D. Contractual Liability. The Association's liability insurance shall include contractual liability coverage with respect to the Association's contractual liability obligations pursuant to this Agreement.
- E. Additional Insured. PMI shall be named as an additional insured on all of the Association's insurance policies required by this Agreement.
- F. Notice. The Association's insurance shall provide that such insurance may not be terminated or modified without providing PMI with at least thirty (30) days prior written notice.
- G. Waiver of Subrogation. Association shall obtain insurance which contains a waiver of subrogation provision.

- H. Primary Insurance. To the extent a claim or loss is covered by the Association's insurance policies and by any insurance maintained by PMI, the Association's insurance shall be primary.
- I. Certificates. Within 10 days of the original execution of this agreement and yearly thereafter, Association shall provide PMI with certificates of insurance evidencing the maintenance of the insurance coverage's required to be maintained by Association pursuant to this Agreement.
- J. Compliance. Failure of the Association's insurance carrier to comply with the above does not relieve the Association from the obligations set forth in this section.

IV. INSURANCE COVERAGES OF PMI

PMI agrees to maintain, at its cost, the following insurance coverages:

- A. Workers Compensation Coverage. PMI shall maintain Workers Compensation Insurance on its employees in compliance with the statutory requirements of the Commonwealth of Pennsylvania.
- B. Fidelity Bond. PMI shall maintain Employee Dishonesty Coverage and Forgery or Alteration Coverage with limits of \$250,000.00 and \$50,000.00 respectively.

V. INDEMNITY AND HOLD HARMLESS.

- A. Breach of Agreement, Bodily Injury and Property Damage. The Association hereby agrees to indemnify, defend and hold harmless PMI and PMI's employees, agents, officers and directors, and any other persons for whose actions PMI is liable or responsible ("PMI-Indemnified Party"), for, from, and against any and all liability, obligation, damages, claims and expenses, including court costs, and attorneys' fees, of any kind or nature brought by any third party, resulting from the actual or alleged breach of this Agreement, the actual or alleged breach of any agreement between the Association and a third party that relates in any way to this Agreement, the actual or alleged interference with any agreements between the Association and a third party that relates in any way to this agreement, any injuries to or death of any person(s) or damage to property which occurs in or about the Property, the sidewalks, or other areas adjacent thereto ("Claims"), unless such claims are caused or attributable in whole or part to the sole, joint, or concurrent negligent acts or omissions of PMI or any PMI-Indemnified Party.

- B. Workmen's Compensation Waiver. In any and all claims against PMI or any of their agents or employees by any employee of the Association, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph shall not be limited in any way by any limitation on the amount or type of damage, compensation, or benefits payable by or for the Association under workmen's compensation acts, disability benefit acts, or other employee benefit acts.
- C. Management Responsibilities. The Association agrees to indemnify, defend, and hold PMI, its directors and officers, employees and agents harmless from all claims, demands, suits, injuries, damages, or losses in connection with the management of the Association. PMI will not be liable for any error in judgment or any mistake of fact of law, or for anything which it may do or refrain from doing, except in cases of willful misconduct or gross negligence.
- D. The provisions of Section V shall survive the termination of this Agreement.
- V. TERM OF AGREEMENT. This Agreement shall commence on September 1, 2013, and shall continue for a period of one (1) year. If neither party has given the other ninety (90) days' written notice prior to the anniversary date of this agreement of its desire to terminate this Agreement as outlined in Article V, the terms shall be automatically renewed for an additional one (1) year term, and such renewals shall continue on a year-to-year basis unless terminated as hereinafter provided.
- VI. COMPENSATION. For PMI's services under this Agreement, PMI shall receive \$15.20 per unit/per month due and payable on the first day of the month during the term of this Agreement. This monthly compensation may be increased annually on the renewal date of this Agreement, at a rate to be negotiated. In addition, PMI shall receive reimbursements as outlined on Addendum A. PMI is authorized and directed to deduct or obtain payment of such compensation when due from the Association's funds regardless of any other payments required to be made at that same time.
- VII. MISCELLANEOUS.
- A. Notices. Any notice or communication hereunder must be in writing, and shall be personally delivered or sent by overnight express, facsimile, or by registered or certified mail, return receipt requested, and if given by registered or certified mail, same shall be deemed to have been given and received three (3) days after its mailing, postage prepaid, to the address listed below. Such notices or communication shall be given to the parties hereto at the following address:

To the Association at the address of the President of the Association as of the date of the notice or communication.

To PMI at P.O. Box 622, Lemoyne, Pennsylvania 17043-0622.

Any party may at any time, by giving ten (10) days' written notice to the other party, designate any other address in substitution of the foregoing address to which such notice or communication shall be given.

- B. Severability. If any provision of this Agreement shall be determined to be invalid and unenforceable to any extent, the remainder of this Agreement other than that which is determined invalid or unenforceable, shall not be affected thereby, and the remaining provisions hereof shall remain in full force and effect.
- C. Applicable Law. This Agreement shall be construed in accordance with and enforced under the laws of the Commonwealth of Pennsylvania.
- D. Amendments. This Agreement constitutes the full understanding of the parties and no prior or contemporaneous oral or written representations made by either party shall be binding. This Agreement may be modified only in writing, signed by the Chief Operating Officer of PMI and by the duly authorized representative of the Association.

IN WITNESS THEREOF, the parties have caused this Agreement to be executed on this, the 10 day of September, 2013.

FOR: LEHMAN'S CROSSING II,
OWNERS ASSOCIATION

FOR: PROPERTY MANAGEMENT, INC.

BY: Alton E. Hughes

BY: Susan M. Goff

WITNESS: A. L. Bell

WITNESS: Dennis J. Judd

Addendum "A"

ADDITIONAL COSTS PAYABLE TO PROPERTY MANAGEMENT, INC.

PAYABLE BY THE ASSOCIATION

Services outside of management agreement	\$75.00 per hour plus travel time
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The specific direct costs associated with mailings and coupon books are shown below (these amounts will be revised as our costs change):

Coupon Books (if requested)	current cost by supplier
Contract Mailing Charge	\$.75 per unit plus postage
All other mailings	Postage cost

PAYABLE BY THE UNIT OWNER

Resale Certificate/Estoppel Certificate	\$150.00
Mortgage Questionnaire	\$100.00
Copy of Governing Documents	\$ 30.00
Certified Mailing Charge for delinquencies and/or fines	current cost by US Postal Service