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Kaywood North Estates LLC  
Kaywood North Estates LLC

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## PLANNED COMMUNITY DECLARATION

FOR

KAYWOOD NORTH ESTATES

HARRIS TOWNSHIP  
CENTRE COUNTY, PENNSYLVANIA

Submitted pursuant to the provision of the  
Pennsylvania Uniform Planned community Act,  
68 Pa S. § 5101 et seq.

THIS DECLARATION is made this 8 day of November, 2022, by  
KAYWOOD NORTH ESTATES, LLC, a Pennsylvania limited liability company, as the Owner in fee  
simple of the real estate described herein:

### ARTICLE I SUBMISSION

Section 1.1 Declarant; Property; County; Name. Kaywood North Estates, LLC, ("Declarant"), a Pennsylvania limited liability company, owner in fee simple of the Real Estate described in Exhibit A, which includes certain real estate identified as TP-25-004-059, attached hereto and located in the Township of Harris, Centre County, Pennsylvania, hereby submits such Real Estate, including all easements, rights and appurtenances thereunto belonging and the improvements erected or to be erected thereon (collectively, the "Property") to the easements, covenants and restrictions hereinafter set forth and to those provisions of the Pennsylvania Uniform Planned Community Act, 68 Pa. C.S. §5101 *et seq.* (the "Act"), and hereby creates with respect to the Property a Residential Planned Community, to be known as "KAYWOOD NORTH ESTATES" (the "Community" or the "Planned Community").

Section 1.2. Easements. Included among the easements, rights and appurtenances referred to in Section 1.1 above are the following recorded or expected to be recorded easements, and the Real Estate is hereby submitted to the Act:

- a. SUBJECT TO a Right of Way to Bell Telephone Company as recorded March 21, 1938 in the Office of the Recorder of Deeds of Centre County in Miscellaneous Book 29, Page 136.
- b. SUBJECT TO an Easement and Agreement for right of way for a water line dated October 31, 1947 and recorded November 13, 1947 in the Office of the Recorder of Deeds of Centre County in Miscellaneous Book 37, Page 573.
- c. SUBJECT TO an Easement to West Penn Power, dated August 20, 2018 and recorded August 20, 2018 in the Office of the Recorder of Deeds of Centre County in Record Book 2221, Page 118.
- d. SUBJECT TO a Declaration of Stormwater Access and Maintenance Easement for Privately Owned Stormwater Facilities from Eric Stashak et. al. to Harris Township, of

Centre County, Pennsylvania, dated November 23, 2018 and recorded in the Office of the Recorder of Deeds of Centre County in Record Book 2226, Page 0055.

- e. SUBJECT TO an Easement Agreement for Stormwater Facilities from Eric Stashak et. al. to Kaywood North Homeowners Association, Inc., of Centre County, Pennsylvania, dated May 7, 2019 and recorded June 5, 2019 in the Office of the Recorder of Deeds of Centre County in Record Book 2233, Page 239 (hereafter the "2019 Easement").
- f. SUBJECT TO a Declaration of Open Space Compliance from Eric Stashak et. al. to Harris Township, of Centre County, Pennsylvania, dated 1/25/2022 and recorded 2/3/2022 in the Office of the Recorder of Deeds of Centre County in Record Book 2287 page 664.
- g. SUBJECT TO a Declaration of Stormwater Access and Maintenance Easement for Privately Owned Stormwater Facilities from Declarant to Harris Township, of Centre County, Pennsylvania, said Declaration being dated September 12, 2022 and recorded September 19, 2022 in Record Book 2298 page 785.
- h. SUBJECT to an Amended Declaration of Stormwater Access and Maintenance Easement for Privately Owned Stormwater Facilities between Declarant, Kaywood North Homeowners Association, Inc. and Harris Township, said Amended Declaration being dated September 12, 2022 and being recorded September 19, 2022 in Centre County Record Book 2298 page 786.
- i. SUBJECT to an Amendment to Stormwater Easement Agreement between Kaywood North Estates, LLC and Kaywood North Homeowners Association, Inc., said Amendment being dated August 26, 2022 and being recorded September 19, 2022 in Centre County Record Book 2298 page 787.
- j. SUBJECT TO a Stormwater Discharge Easement Agreement between Declarant and Eric Stashak, Karl Stashak and Mark A. King dated August 16, 2022 and recorded September 19, 2022 in Centre County Record Book 2298 page 788.
- k. SUBJECT TO rights granted to Comcast Communications Management, LLC and Verizon for the purpose of maintaining and operating communication lines.
- l. SUBJECT TO rights granted or to be granted to West Penn Power Company, a FirstEnergy Company for the purpose of maintaining and operating electricity transmission lines.
- m. SUBJECT TO rights granted or to be granted to State College Borough Water Authority for the purpose of maintaining and operating water distribution lines.
- m. SUBJECT TO rights granted or to be granted to University Area Joint Authority for the purpose of maintaining and operating sanitary sewer distribution lines and pump station.
- n. TOGETHER WITH AND SUBJECT TO such other easements, rights, conditions, and plan notes as shown on the Final Subdivision Plan for KAYWOOD NORTH SUBDIVISION, recorded on December 11, 2018 in the Office of the Recorder of Deeds for Centre County in Plat Book 93-0182 (hereafter "2018 Kaywood North Subdivision Plan").

- o. ALSO TOGETHER WITH AND SUBJECT TO such other easements, rights, conditions, and plan notes as shown on (1) the Subdivision Plan titled KAYWOOD NORTH ESTATE LOTS FINAL SUBDIVISION PHASE 1, dated April 26, 2022, revised May 26, 2022, prepared by PennTerra Engineering, Inc., State College, PA and recorded on September 20, 2022 in Centre County Plat Book 98 page 14, and (2) all subsequent subdivision plans for KAYWOOD NORTH ESTATE LOTS which may be recorded hereafter.

## ARTICLE II DEFINITIONS

Defined Terms. Capitalized terms not otherwise defined herein shall have the meanings specified or used in the Act. The following terms are used or defined in general terms in the Act and shall have specific meanings herein as follows:

2.1 Terms Defined or Used in the Act: Terms used herein and, in the Plans, shall have the meanings specified or used for such terms in Section 5103 or elsewhere in the Act, unless otherwise defined herein.

2.2 Other Terms Defined: The following terms used herein or in the Plats and Plans show the meanings set forth below:

(a) "*Allocated Interest*" means the common expense liability and votes in the Association allocated to each Unit.

(b) "*Association*" means the Unit Owners Association for the Planned Community and shall be known as KAYWOOD NORTH ESTATES HOMEOWNERS ASSOCIATION, INC.

(c) "*Bylaws*" means the bylaws regulating the affairs of the Association, as they may be amended from time to time.

(d) "*Common Elements*" means those portions of the Community described as such in Article III and as such on the Plan(s). "Limited Common Elements" shall mean portions of the Common Elements appurtenant to fewer than all the Units, if any.

(e) "*Common Expenses*" means expenditures made by or financial liabilities of the Association, together with any allocations to reserves.

(f) "*Common Expense Liability*" shall mean the liability for common expenses allocated to each Unit.

(g) "*Common Facilities*" means any real estate within the Planned Community which is owned by the Association or leased to the Association. The term specifically does not include a Unit.

(h) "*Community*" means as described in Section 1.1 above and created by this Declaration.

(i) "*Controlled Facility*" means the real estate within the Community or which serves the Community that is not owned by the Association but is maintained, repaired, managed and insured by the Association. For example, the Storm Water Basins and Management Facilities.

(j) "*Declarant*" shall mean Kaywood North Estates, LLC, a Pennsylvania limited liability company.

(k) "*Declaration*" means this document as may be amended from time to time.

(l) "*Executive Board*" means the Executive Board of the Association.

(m) "*Homeowners Association*" means the "Association."

(n) "*Plan(s)*" shall mean (i) the KAYWOOD NORTH ESTATE LOTS FINAL SUBDIVISION PHASE 1, dated April 26, 2022, Revised May 26, 2022, prepared by PennTerra Engineering, Inc., State College, PA, and recorded on September 19, 2022 in Centre County Plat Book 98 page 14, and all subsequent subdivision plans for KAYWOOD NORTH ESTATE LOTS, as each phased plan is recorded.

(o) "*Property*" means the Property described in Section 1.1 above.

(p) "*Rules and Regulations*" means the rules and regulations as promulgated by the Executive Board from time to time with respect to use of the Common Facilities.

(q) "*Special Declarant Rights*" are rights reserved for the benefit of the Declarant to:

- i. complete improvements included on the Plans filed with the Declaration;
- ii. convert a Unit into two or more Units, common facilities or controlled facilities, or into two or more Units and common facilities or controlled facilities;
- iii. maintain offices, signs and models under Section 5217 of the Act;
- iv. use easements through the common facilities or controlled facilities for the purpose of making improvements within the Planned Community;

(r) "*Storm Water Management Facilities*" means all the land areas and improvements within and adjacent to the Property devoted to the purpose of detaining, retaining, directing, or controlling the volume, rate, or direction of storm water flow, including but not limited to swales, detention basins, diversion terraces, drainage easements, dissipation devices, infiltration structures, retaining walls, inlets, headwalls, sedimentation basins, seepage pits and trenches, and storm sewers.

(s) "*Structure*" means any man-made object having an ascertainable stationary location on or in land or water, whether or not affixed to the land, including, but not limited to, buildings, fences, tennis courts, swimming pools, pavilions, tents, gazebos, garages, storage buildings or sheds, signs, abutments, ornamental projections, exterior fixtures, lights, or poles.

(t) "*Successor Declarant*" shall mean any successor to Declarant or a successor to any Special Declarant Right.

(u) "*Township*" means the Township of Harris, Centre County, Pennsylvania.

(v) "*Unit*" means a Lot within the Community as described and shown in the Plan(s). Otherwise, when used in this Declaration, "Lot" shall also mean "Unit."

(w) "Unit Owner" and "Owner" shall mean the fee simple title owner of a Unit.

ARTICLE III  
COMMON EXPENSE ALLOCATION; VOTES IN ASSOCIATION; UNIT IDENTIFICATION AND  
BOUNDARIES; MAINTENANCE RESPONSIBILITIES; SUBDIVISION OF UNITS

Section 3.1. Units, Common Expense Allocation, Votes.

(a). The location and dimensions of all Units comprising the Community are shown on the Plans. There are two planned phases for the Community and Declarant is under no obligation to construct more than two (2) phases. The number of projected Units in each phase are as follows: Phase I – 5 Units, Phase II – 9 Units. Declarant reserves the right to change the total number of Units, the total number of Phases, and the total number of Units per phase.

(b). Common Expenses shall be allocated equally among all the Units (excluding any Unit that is a Common Element) of the Community at the time of any assessment by the Association. Consequently, each Unit's share of all Common Expense assessments shall be the percentage equivalent of a fraction, the numerator of which is one and the denominator of which is the total number of Units (other than Common Elements) at the time of such assessment. No Common Expense liability will attach to Units within any undeveloped phase of the development unless and until the first lot within that phase is sold or conveyed to a party other than Declarant or a successor Declarant. Each Unit owner shall be entitled to one vote in the affairs of the Association. No voting interests will attach to Units within any undeveloped phase of the development unless and until the first lot within that phase is sold or conveyed to a party other than Declarant or a successor Declarant. Each Unit's percentage of all votes in the affairs of the Association from time to time, therefore, shall be the percentage equivalent of a fraction, the numerator of which is one and the denominator of which is the total number of Units (excluding any Common Elements). A phase will not be considered developed until the phase has received final subdivision plan approval from Harris Township and the final subdivision plan for that phase is recorded. At the time that the first Unit within a developed phase is sold or conveyed to a party other than Declarant or a successor Declarant, the Common Expense liability and voting interests for the Unit Owners within that phase and the prior phase for which assessments have already been levied shall be recalculated and reallocated by adding the total number of Units in the recently developed phase to the Units in the prior developed phase.

Section 3.2. Unit Boundaries. The title lines or boundaries of each Unit are shown on the Plan(s), each such Unit being a single-family residential building lot. Declarant reserves the right to change or alter the location and dimensions of Units and the size of buildings or dwellings to be constructed upon a Unit provided that such change or alteration does not conflict with the architectural control and protective covenants set forth in Article VII hereof by the imposition of lesser standards. Except to the extent provided by the Declaration, each Unit Owner is responsible for the maintenance, repair and replacement of his or her Unit and improvements thereon.

Section 3.3. Maintenance Responsibilities. Except to the extent the obligation of maintenance is specifically allocated to the Association, Unit Owners are responsible for maintaining and repairing their Units and all structures and improvements erected within the boundaries of the Unit, including but not limited to sidewalks and curbs, if any. In addition, Unit Owners shall be responsible for maintaining the surface of all storm water and drainage easement areas (excepting however the Infiltration Basin, stormwater easements and stormwater access easements as shown on the Plan(s) which shall be maintained by the Association, and also excepting Stormwater Basins #1 and #2 as shown on the 2018 Kaywood North Subdivision Plan, the 2019 Easement Agreement and the Amendment to the 2019

Easement Agreement which shall be maintained by the Kaywood North Homeowners Association, Inc.), utility easement areas, and other easement areas within the borders of the Unit, providing mowing and shrubbery trimming as needed. After conveyance thereof by the Declarant to the Association or the completion of construction of the Controlled Facilities, the Association shall be responsible for maintaining and repairing the Common Elements including the Infiltration Basin, stormwater easements and stormwater access easements as shown on the Plan(s), and mowing along the frontages of the Infiltration Basin as shown on the Plan(s).

If any Unit Owner fails to perform any maintenance or repair required of such Unit Owner, then the Association shall have the right, but not the obligation, to perform such maintenance or repair and assess the costs thereof, plus ten (10%) percent, against such Unit Owner payable to the Association upon its demand. The Association shall be responsible to maintain, inspect and repair the Storm Water Management Facilities of the Community in accordance with the Storm Water BMP Maintenance and Inspection Schedule attached as **Exhibit B** as well as in compliance with the Township's Stormwater Management Ordinance. Long term maintenance of all stormwater facilities, all storm drainage pipes, and swales not located within the public right of way, including any facilities that are constructed on land owned by Harris Township shall be the responsibility of the Association. Individual property owners shall be responsible for the routine maintenance of swales, including mowing and keeping swales free of weeds and debris.

Section 3.4. Township's Rights to Enforce Maintenance. If the Association (or a Unit Owner having a specific obligation to do so) fails to maintain the Common Elements in good order and repair, the Township may serve written notice upon the Association setting forth the manner in which the Association (or Unit Owner) has failed to maintain such Common Elements, which notice shall include a demand that such deficiencies of maintenance be corrected within thirty (30) days. If the deficiencies are not corrected within such thirty-day period, the Township, in order to prevent the Common Elements from becoming a public nuisance and to preserve the taxable values of the Property, may, but shall have no obligation to, enter upon the real estate upon which such Common Elements are located and maintain the same in such manner as is required by law or ordinance. Such maintenance by the Township shall not constitute a taking of the Common Elements, any Lot, or any other real estate, nor shall it vest in the public any rights to use the same. The cost of such maintenance by the Township shall be assessed against the Units in the manner provided for in Article X and shall become a lien on the Units.

Section 3.5. Relocation of Unit Boundaries: The boundaries between adjoining Units may be relocated by amendment to the Declaration upon application to the Association by the Owners of the adjoining Units. Unless the Executive Board determines, within 30 days, that the relocation is unreasonable, and upon the requesting Unit Owners first obtaining municipal approval thereof, the Association shall prepare, and record, at the cost and expense of the Unit Owners whose boundaries are being relocated, an amendment to the Declaration and the Plans containing all information required by Section 5214 of the Act. The relocation of boundaries between adjoining Units shall not result in a reallocation of votes in the Association of the affected, adjoining Unit Owners.

#### ARTICLE IV COMMON FACILITIES AND CONTROLLED FACILITIES

Section 4.1. Controlled Facilities: The Declarant reserves the right to designate, and hereby does designate, certain portions of the Community to be Controlled Facilities as shown in the Plan(s). Such Controlled Facilities include the Storm Water Management Facilities, Open Spaces, common mailbox and the sidewalk area surrounding the common mailbox, and signs identifying the Community. The Association shall maintain and repair all Controlled Facilities, with the costs thereof being Common

Expenses. All Unit owners are advised that if the Association fails to maintain the sidewalks that it is obligated to maintain (if any), and the Storm Water Management Facilities, or if a Unit Owner fails to maintain those Controlled Facilities he is obligated to maintain, Harris Township, or other applicable governmental bodies will have the right, but not the duty, to make necessary repairs at the expense of the Association and Unit owners.

(a) Declarant will install all Controlled Facilities as shown on the final subdivision plans or easements. Thereafter, the Association is obligated to maintain, improve, repair, replace, regulate, manage, insure and control the controlled facilities.

(b) These controlled facilities are for the following purposes:

(i) to maintain landscaping and KAYWOOD NORTH ESTATE LOTS identification signs and lighting at the entrances to the Planned Community, whether on land owned by Association or acquired by easement by Association;

(ii) to maintain stormwater detention basins, storm water drainage easements and areas, common mailbox and sidewalk area surrounding the common mailbox, and sidewalks that front lands other than individual fee simple lots.

(iii) other areas to be determined by the Association.

(c) The Association shall be responsible to maintain as controlled facilities all stormwater management controls located outside of the rights-of-way and streets to be dedicated to Harris Township. These controlled facilities include such controls as piping, inlets and outfall structures located within easements on Units as shown on final subdivision plans.

Section 4.2. Common Facilities: Conveyance, Completion Bonds. Common Facilities will be owned by the Declarant until conveyed to the Association. On or before the date that the last Unit is conveyed to a Unit Owner other than the Declarant, the Common Facilities (excluding street and utility rights-of-way and streets and storm water facilities dedicated or to be dedicated to Harris Township) will be conveyed by the Declarant to the Association by Deed of Special Warranty or other means of conveyance for no consideration; provided, however, that the Association shall be obligated to assume the Declarant's obligation to maintain all such Common Facilities in accordance with this Declaration. The Association's assumption of the Declarant's maintenance obligations will increase the budget of the Association. Any increase in the Association's budget will increase Common Expenses and consequently the Unit Owners' allocable share thereof. Until conveyance of the Common Facilities to the Association, the Declarant shall be solely responsible for real estate taxes, if any, assessed against or allocable to the Common Facilities and for all other expenses in connection therewith. The Declarant does not intend to provide to the Association any third-party guarantee, bond, escrow, letter of credit or similar mechanism to assure completion of all improvements to be constructed within or included as Common Facilities. Only the Declarant's guarantee and obligation set forth herein, and any improvements bond or letter of credit in favor of and required by Harris Township will be provided to assure that such improvements will be completed. Any Common Facilities constituting a constructed improvement that is built or to be built will be deemed to be completed upon approval of Harris Township. The foregoing obligations of the Declarant shall be binding upon the Declarant and any successor in interest. All improvements upon, to, or within the Common Facilities are anticipated to be completed prior to conveyance of the last Unit. All streets within the Community and all Common Facilities must be built.

ARTICLE V  
EASEMENTS

Section 5.1. Additional Easements. In addition to and in supplementation of any easements provided for by the Act, and those contemplated or existing as described in Section 1.2, the following easements are hereby created:

a. Signs. Declarant reserves the right to place signs and other advertisements within the Common Elements in such manner, of such size, and in such locations as Declarant deems appropriate. The Declarant also reserves for itself, its assigns and the Association, an easement to maintain signs identifying the Community within open areas that are Common Elements and upon any Units where such a sign is indicated in the Plan(s), and an easement of access over and across such open areas and such Units for purposes of erecting, replacing, repairing and maintaining such signs.

b. Utility Easements. The Units and Common Elements shall be, and hereby are, made subject to easements in favor of appropriate utility and service companies and governmental agencies or authorities for such utility and service lines and equipment as may be necessary or desirable to serve any portion of the Property. Such easements shall include, without limitation, rights of Declarant, or the providing utility or service company, or governmental agency or authority to install, lay, maintain, repair, relocate and replace gas lines, pipes and conduits, water mains and pipes, sewer and drain lines, telephone wires and equipment, television equipment and facilities (cable or otherwise), electric wires, conduits and equipment and ducts and vents over, under, thru, along and on the Units and Common Elements. The foregoing easements shall include a right of access, a right to cut or trim trees and shrubbery, to grade the soil, or to take any other similar action reasonably necessary to provide economical and safe installation and maintenance and to maintain reasonable standards of health, safety, and appearance. Notwithstanding the foregoing provisions of this Section 5.1.b, unless shown in the Plan(s), or unless approved in writing by the Unit Owner or Unit Owners affected thereby, any such easement through a Unit shall be located so as not to material interfere with the use or occupancy of the Unit by its occupants.

c. Declarant's Easement to Correct Drainage. Declarant reserves an easement on, over and under the Common Elements and all Units for the purpose of maintaining, repairing, and replacing Storm Water Management Facilities and for the purpose of correcting drainage of surface water in order to maintain reasonable standards of health, safety and appearance. The easement created by this Section 4.1.c expressly includes the right to cut any trees, bushes, or shrubbery, to grade the soil, or to take any other action reasonably necessary to achieve this purpose.

d. Easement for Streets: Right to Dedicate. The Declarant reserves an easement over those portions of the Property shown as streets for ingress and egress, for the benefit of all Units, and reserves the right to dedicate and convey such streets and any necessary rights-of-way to Harris Township in which the Community is located. The Declarant also reserves the right to dedicate and convey to Harris Township or service providers for the area in which the Community is located sanitary sewer and water lines and facilities and Storm Water Management Facilities.

e. Easement for Use and Passage. Each Unit shall benefit from easements for Storm Water Management Facilities and other easements shown in the Plan, and the Units upon which such Storm Water Management Facilities and other easements are situated shall be burdened thereby except for those Units on which the Stormwater Detention Basin is situate which shall be



maintained by the Association in accordance with the Storm Water BMP Maintenance and Inspection Schedule set forth in attached **Exhibit B**. Furthermore, all Unit Owners and their family members, guests, invitees, and licensees, shall have a right and easement to use streets within the Community, subject, however, to the Declarant's right to dedicate all such streets to Harris Township.

f. Easement for Access for Maintenance and Repair. The Common Elements are hereby made subject to an easement in favor of the Association and its agents, employees, and independent contractors for inspection, maintenance, repair and replacement of the Common Elements. Furthermore, the Declarant and the Association shall have and enjoy an easement of access, for them and their agents, employees, and contractors, over and across all the Units for the purposes of inspecting, maintaining, repairing and replacing Common Elements situated upon or accessible from a Unit, including storm water pipes, inlets, and other facilities, to the extent the Unit Owner is not obligated to maintain such facilities under the terms of this Declaration or fails to fulfill his maintenance obligation.

Section 5.2. Rights of Association. In addition to any other rights and powers that the Association may have pursuant to this Declaration, the Bylaws, the Rules and Regulations and the Act, the Association shall have the right to grant permits, licenses, and easements over the Common Elements for utilities and other purposes reasonably necessary or useful for the proper maintenance or operation of the Community.

Section 5.3. Right to Enter Property. The Declarant hereby reserves the right to enter onto the Common Elements and all Units after conveyance thereof for the purpose of maintaining, repairing, replacing or reconstructing any and all improvements required to be made as a condition of approval of the Plan by the applicable approving governmental bodies or as may be required in order for any such improvements which have been offered or are intended to be offered for dedication in accordance with the Plan to be accepted for dedication by the governmental body to which dedication was or is to be offered.

## ARTICLE VI AMENDMENT OF DECLARATION

Section 6.1. Amendment Generally. This Declaration may be amended in accordance with the procedures specified in Section 5219 of the Act, the other Sections of the Act referred to in Section 5219 thereof, and the express provisions of this Declaration. The foregoing notwithstanding, no amendment of this Declaration may be made that removes, revokes, or modifies any right or privilege of (a) the Declarant without its written consent or the consent of any assignee or successor to such right or privilege, or (b) the Township without its written consent.

Section 6.2. Rights of Certain Mortgagees. Subject to the limitations imposed by Section 5221 of the Act and except as permitted hereinafter, no amendment of this Declaration may be made without the prior written approval of all Permitted Mortgagees if and to the extent that such approval is required by the Act. Without limiting the foregoing, this Declaration may not be materially amended without the approval of at least fifty-one (51%) percent of the First Priority Mortgagees (based upon one vote for each mortgage held); however, any amendment made pursuant to Section 5219(f) of the Act will not be considered material. In addition, any published requirement of the Federal National Mortgage Association, or its successors (collectively "FNMA") or of the Federal Home Loan Mortgage Corporation, or its successors (collectively "FHLMC") with respect to approval of amendments to the Declaration by holders of mortgages on Units shall be complied with if, at the time such amendment is submitted for approval, one or more mortgages on Units is held by whichever of FNMA or FHLMC

imposes such requirement and the Executive Board has been notified in writing that a mortgage is held by the entity imposing such requirement and in accordance with Article XII. Furthermore, the Executive Board may amend this Declaration as permitted in Section 5219 of the Act in order to conform this Declaration to any such published requirements.

ARTICLE VII  
ARCHITECTURAL CONTROL AND DESIGN USE RESTRICTIONS AND OTHER  
OBLIGATIONS

Section 7.1. Use of Units and Common Elements. The use of the Units and Common Elements shall be subject to the following restrictions:

- a) All Units shall be restricted and limited to the extent provided in the applicable Zoning Ordinance or Zoning Ordinances affecting the Community, subject, however, to variances granted thereto.
- b) The building and landscaping of any dwelling, garage and driveway must be completed within fifteen (15) months from the start thereof, or else there shall be assessed against the Unit Owner liquidated damages in the amount of Fifty (\$50.00) Dollars per day for that time beyond the foregoing fifteenth (15) month period during which such construction or landscaping is incomplete. The fifteenth (15) month time period may be extended by the Declarant or its successors and assigns.
- c) There shall be no obstruction of the Common Elements nor shall anything be stored in or upon the Common Elements without the prior written consent of the Executive Board, other than by the Declarant in connection with constructing any portion of the community and other than by the Association, its employees and independent contractors in performing its obligations or exercising its rights under this Declaration.
- d) All Unit Owners and their residents and guests shall comply with the Rules and Regulations from time to time adopted by the Executive Board and not in conflict with the provisions of this Declaration, concerning the use and enjoyment of the Common Elements.
- e) No chain-link fences, barbed wire fences, or fences composed of visible metal or plastic wire may be erected on any Unit. In addition, no fencing or other barrier may be constructed or installed in or upon any Unit except behind the rear wall of the principal dwelling located thereon. Otherwise, split-rail, vinyl or painted wooden board fences are permitted in the rear portions of a Unit provided they do not exceed six feet (6') in height, but no solid board fences are permitted, excepting for enclosing propane tanks as per Section 7.1 (w).
- f) No outside laundry facilities for washing or drying laundry (including but not limited to poles or clothes lines) shall be permitted on any Unit except in the back yard behind the home constructed on the Unit.
- g) No vans, trucks, or other vehicles longer than twenty (20) feet or in excess of 9,000 lbs. gross vehicle weight, no tractor trailer cabs, or trailers of any type, and no unlicensed vehicles shall be permitted to be parked or kept upon any Unit (except wholly within a garage) or upon streets bordering any Unit, except for service vehicles making deliveries

to the Unit and then only during the time such deliveries are being made. The foregoing, however, shall not be construed to prevent the placement or parking of construction vehicles and equipment needed for and during construction of structures upon a Unit.

- h) No above-ground pools shall be permitted on any Unit, excepting kiddie pools less than 18" high and less than 100 square feet in area and located in the rear yard, behind the rear house line.
- i) No boats, snowmobiles, motorcycles, all-terrain vehicles, campers, motor homes, recreational vehicles, may be stored or parked upon any Unit or upon any street bordering a Unit, except wholly within a garage, and except for temporary parking for periods not to exceed seventy-two hours.
- j) With respect to storage sheds and auxiliary structures placed or erected upon a Unit the following shall apply: Roof shingles must match the roof shingles of the house constructed on the Unit, all siding must match the majority of the siding materials of the house constructed on the Unit, the minimum footprint shall be ten feet by twelve feet, and must be new when placed or constructed on the Unit.
- k) No billboards or advertising signs of any character may be erected, placed, permitted or maintained on any Unit or improvement thereon, except for a "For Rent" or "For Sale" sign, which shall not exceed one sign per Unit, and which shall expressly refer only to the premises on which such sign is displayed. Permitted "For Rent" or "For Sale" signs may not exceed six square feet in size and may not exceed one sign per Unit.
- l) Units may not be used in whole or in part for the storage of rubbish of any kind, nor for the storage of any property or thing that will cause such Unit to appear in an unclean or untidy condition or that will be obnoxious to the eye; nor may any substance, thing or material be kept or used upon any Unit that will emit foul or obnoxious odors, or that will cause any noise that will or might disturb the peace, quiet, comfort or serenity of the occupants of surrounding Units. No rubbish, trash, garbage, scrap metal, waste, new or used lumber or wood (except lumber or wood to be used in constructing a permitted structure on a Unit and firewood to be used in fireplaces, provided such firewood is stacked no higher than three feet (3') shall be placed or permitted on any Unit except wholly indoors; provided, however, usual household trash and rubbish may be kept in closed sanitary containers at curb side for collection purposes only on the day such trash and rubbish is to be collected. No garbage or trash containers may be located in the front of a Unit for more than a twenty-four (24) hour period.
- m) Units may be used for single-family residential purposes only. No improvements or structures whatsoever, other than single-family private dwelling house, patio walls, swimming pool and customary outbuildings, garage (which shall be subject to the provisions set forth hereinafter and subject to local zoning and codes), may be erected, placed or maintained on any Unit.
- n) All buildings on a corner Lot must have the same materials on the sides of the building facing both streets, or an alternate material approved by the Declarant or it's successors and assigns.
- o) An outside electric eye pole light must be installed on each Lot prior to the completion of the dwelling unit and must be maintained thereafter. The pole light must be placed within

five feet of the walkway leading to the house from the walkway running parallel to the street or from the driveway; it must be lighted at all times, from sundown to sunup; it must be regulated by an automatic day and night photocell wired directly to the circuit panel; and it must have at least a six-hundred (600) lumen lamp. No in-line switches are permitted to control the outside electric eye pole light.

- p) Each Unit Owner must provide a paved driveway for off the street parking, for at least two (2) vehicles (excluding garage spaces). All driveways must be paved with either concrete, asphalt or utilize brick pavers.
- q) Each Unit Owner acknowledges and agrees that any construction, improvement or movement of soil on a Lot is under and subject to the restriction and regulation of the Soil Conservation District, and each Unit Owner shall be responsible for constructing and maintaining erosion and sedimentation controls in accordance with the approved plans, and each Unit Owner hereby indemnifies and saves harmless Declarant, and their successors and assigns, from any loss, damage or claim that Unit Owner may have or incur as a result of the Unit Owner's failure to construct and maintain proper erosion and sedimentation controls.
- r) For Unit Owner on which a four (4) foot wide concrete sidewalk is shown on the Final Plan, they hereby agree that within two (2) years of Closing on a Lot, or upon occupancy of the house, whichever first occurs, or sooner if required by Harris Township, the Unit Owner shall cause to be constructed four (4) foot wide concrete sidewalks as may be required by Harris Township. In the event that the Unit Owner does not construct the sidewalk as required, Declarant or the Association may construct the sidewalk and put a lien against the property for the cost of construction.
- s) No animals, insects, birds or fowl may be kept or maintained on any Unit except for dogs, cats and pet birds: (i) not to exceed three (3) of any kind including any offspring of such animals while under six (6) months of age, (ii) which are pets for the pleasure and use of the occupants, and (iii) which are not kept for any commercial use or purpose. All animals shall be kept and maintained in compliance with all applicable laws and ordinances.
- t) No radio or television antennas or towers, or similar structures shall be erected, placed, permitted or maintained outside of or on the exterior of any structure on a Unit, except for satellite dishes not exceeding twenty-four (24) inches in diameter.
- u) No children's playground equipment shall be placed nearer to the front of the Unit than the rear wall of the dwelling placed thereon unless approved in writing by the Declarant. Air conditioner units may not be placed in front of the dwelling, unless screened by shrubbery.
- v) No dwelling or structure upon any Unit shall be occupied in any manner while in the course of construction, nor at any time prior to its being fully completed, nor shall any residence, when completed, be in any manner occupied until made to comply with the approved plans and all covenants, conditions, reservations and restrictions herein set forth. All construction shall be completed within a reasonable time from the commencement of construction. No temporary house, temporary dwelling, temporary garage, trailer home or other temporary structure shall be placed or erected upon any Unit.

- w) Units may provide for a maximum 100 gallon above ground propane tanks provided that the tank is solid fenced on two sides. If Owner chooses that a larger propane tank be required, said tank shall be buried in accordance with zoning, building CODE and manufacturer requirements.
- x) All building plans for any building or structure to be erected upon any Unit, the proposed location of any building or structure upon any Unit, any change after approval thereof, and any remodeling, reconstruction, alteration or addition to any building, driveway or other structure upon any Unit, shall require the approval in writing of the Declarant or its successors and assigns. Before beginning the construction of any driveway, building or other structure whatsoever, or remodeling, reconstruction or alteration of any driveway or structure upon any Unit, the person or persons desiring to erect, construct or modify the same shall submit to the Declarant for approval two (2) complete sets of driveway plans showing the location, course and width of same, and two (2) complete sets of building plans and specifications for the building or other structure, as applicable, so desired to be erected, constructed or modified. No structure of any kind, the plans and specifications of which have not received the written approval of the Declarant and which does not comply fully with such approved plans and specifications shall be evidenced by written endorsement of Declarant, its successors or assigns, on such plans and specifications. No changes or deviations in or from such plans and specifications as approved shall be made without the prior written consent of Declarant, its successors or assigns, who shall not be responsible for any structural defects in such plans or specifications or in any building or structure erected according to such plans and specifications. Plans and specifications may be rejected for purely aesthetic reasons.
- y) Swales and the surface area of other storm water facilities located upon a Unit shall be maintained by the Unit owners, excepting however the Infiltration Basin, stormwater easements and stormwater access easements as shown on the Plan(s) which shall be maintained by the Association, and also excepting Stormwater Basins #1 and #2 as shown on the 2018 Kaywood North Subdivision Plan, the 2019 Easement Agreement and the Amendment to the 2019 Easement Agreement which shall be maintained by the Kaywood North Homeowners Association, Inc. Unit owners shall also provide routine surface maintenance to areas upon their Units that are burdened by sanitary sewer, utility, and other easements.
- z) Nothing may be placed, planted, constructed or installed upon any Unit within any utility, or storm water easement area. Moreover, no storm water swales, channels, basins or ponds upon any Unit may be altered.
- aa) Except for construction by Declarant, the exiting slope or configuration of any Lot shall not be altered, nor shall any structure, retaining wall, or planting be constructed or made, or other activity be taken, which retards, changes or otherwise interferes with the flow of surface or drainage waters as planned by the Declarant, to the actual or threatened injury of any other Lot or Dwelling Unit or which creates erosion or sliding problems. Nothing shall be placed, planted, constructed and/or installed within any easement areas which are shown on the Plan and which would, within the sole discretion of Harris Township, hinder the purposes for which such easements were created. Sanitary sewer easements shall remain free and clear of all impediments including, but not limited to, buildings, sheds, decks, pools, fences, trees and large shrubs and no regrading, without the prior written consent of Harris Township Authority, shall be performed.

- bb) All dwelling Units shall have a total minimum living space, excluding garages, attics, basements, and storage space, of two thousand five hundred (2,500) square feet of living space.
- cc) The breach of any covenant or restriction herein contained or the continuance of any such breach, may be enjoined or remedied by appropriate proceedings initiated by Declarant, its successors and assigns, the Association, or by the owner of any Unit in the Community. No delay or omission on the part of Declarant, its successors and assigns, the Association, or the owners of Units in exercising any right, power or remedy herein provided in the event of any breach shall be construed as a waiver thereof or acquiescence therein, and no right of action shall accrue nor shall any action be brought or maintained by anyone whatsoever against Declarant, its successors or assigns, or on account of the failure to bring any action on account of any breach of these covenants, conditions, reservations and restrictions, or for imposing any covenants, conditions, reservations or restrictions which may be unenforceable.

Section 7.2. No Liability. Review and approval of any application pursuant to this Article is made on the basis of aesthetic considerations, and to preserve the appearance, integrity, and value of the Property only, and approval of any request does not guarantee or otherwise ensure the physical or structural integrity of any building, wall, fence, swimming pool, roof, exterior light, or any other Structure or improvement of any kind. Neither the Executive Board nor the Association shall bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes and other governmental requirements. Neither the Executive Board nor the Association, nor any committee, or member of any of the foregoing shall be held liable for any injury, damages or loss arising out of the manner or quality of approved construction or modifications to any Unit.

Section 7.3. Common Elements Use Restrictions. Neither the Association nor any Unit Owner shall erect any permanent or temporary Structure, or dump grass clippings, leaves, trash or other debris, petroleum products, fertilizers or other potentially hazardous or toxic substances in any Common Element, or block or obstruct any Common Element. Unit Owners may not mow, prune, clip or otherwise affect any plantings in the Common Elements, except in fulfilling maintenance responsibilities specifically allocated to the Unit Owner by this Declaration.

Section 7.4. Variance. The Executive Board reserves the right to grant a variance to any of the use restrictions and standards set forth in Section 7.1, provided that the restriction as to which a variance is granted complies with all applicable ordinances, laws, and regulations, and provided further that no variance shall be effective unless approved by the Executive Board in writing and recorded in the Office of the Recorder of Deeds of Centre County, Pennsylvania.

Section 7.5. Enforcement. The Declarant, so long as it owns any portion of the Community, any Unit Owner, and the Association each may enforce the obligations or restrictions contained in this Article VII at law or in equity to compel compliance or to prevent the violation or abate the violation or breach thereof.

Section 7.6. Survival. If anyone or more of the covenants or restrictions set forth in this Article VII are declared for any reason by a court of competent jurisdiction to be null and void or unenforceable, such judgment or decree shall not in any manner affect, modify, change, or nullify any of the other covenants or restrictions, all of which shall continue in full force and effect.

ARTICLE VIII  
MORTGAGES

Section 8.1. Mortgages. Whether or not they expressly so state, all Mortgages of any Unit or the Common Elements shall be deemed to provide, generally, that they are subject to the terms and conditions of the Act and this Declaration.

ARTICLE IX  
THE EXECUTIVE BOARD; INSURANCE

Section 9.1. Additional Powers. In addition to the powers set forth in the Act and elsewhere in this Declaration, the Executive Board shall have the following powers:

- a. To appoint committees of the Executive Board and to delegate to such committees the Executive Board's authority to carry out certain duties of the Executive Board, subject to the approval and control of the Executive Board.
- b. To engage the services of a manager or managing agent, which may be any person, limited liability company, corporation or other entity, upon such terms and compensation as the Executive Board deems fit, and to remove such manager or managing agent at any time, provided any agreement with such manager or managing agent shall extend for not more than one year and must be terminable by either party without cause and without payment of a termination fee upon ninety days prior written notice.
- c. To engage the services of any persons (including but not limited to attorneys and accountants) deemed necessary by the Executive Board at such compensation as it deems reasonable, in the operation, repair, maintenance and management of the Common Elements or the Association, or in connection with any duty, responsibility or right of the Executive Board and to remove any such person at any time.
- d. To pay any amount necessary to discharge any mechanics' liens or other encumbrances against the Property or any part thereof that may in the opinion of the executive Board constitute a lien against the Common Elements.
- e. To expend funds for the maintenance and repair of the Common Elements.
- f. In the event of any condemnation of the Common Elements or any portion thereof, to represent the Association in any proceedings, negotiations, settlements, or agreements with the condemning authority.
- g. To borrow money on the credit of the association and, as security for such borrowing, to assign the Association's rights to receive future income (including assessments) or, pursuant to section 5318 of the Act, encumber or convey the Common Elements, or any portion thereof.
- h. To grant permits, licenses and easements over the Common Elements subject to the limitations set forth in section 5302(a)(9) of the Act.

Section 9.2. Resolution of Disputes. If any dispute or disagreement between any Unit Owners relating to the Property, or any questions of interpretation of this Declaration, the Plan(s), the Bylaws, or

the Rules and Regulations, the Executive Board's determination shall be final and binding on all Unit Owners. The Executive Board shall have the authority to seek a declaratory judgment or other appropriate judicial relief 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.

Section 9.3. Insurance. The Executive Board shall cause the Association to obtain (if and to the extent available) and pay for all insurances required under section 5312 of the Act.

## ARTICLE X BUDGETS; COMMON EXPENSES; ASSESSMENTS AND ENFORCEMENT

Section 10.1. Annual Assessments; Quarterly Payments; Special Assessments. The Association shall have the power and authority, as provided in the Act, to make assessments against all Units included within the Community to pay the Common Expenses incurred by the Association to discharge obligations of a Unit Owner. All regular Common Expense assessments made in order to meet the requirements of the Association's annual budget shall be adopted and assessed on an annual basis payable by the Unit owners in annual installments, in advance on the first day of November of each year for the following calendar year. In addition, special assessments may be made by the Association and shall be due and payable by the Unit owners in one or more periodic installments, in advance, on the first day of the applicable period, as determined by the Executive Board. Insurance costs of the Association shall be assessed as part of the Common Expenses. The Executive Board may include in Common Expenses costs to administer the Association, insurance premiums for coverage maintained by the Association, charges for taxes upon and costs incurred for proper maintenance, operation, repair, or replacements of the Common Elements, including, without limitation, lawn care, landscaping, Storm Water Management Facilities repair and cleaning, sidewalk maintenance, Wetlands maintenance, recreational facilities maintenance, and the like.

Section 10.2. Subordination of Certain Charges. Any fees, charges, late charges, fines and interest which may be levied by the Executive Board pursuant to Sections 5302(a) (11) and (12) of the Act, shall be subordinate to the lien of all First Priority Mortgages on a Unit.

Section 10.3. Reserves. The Association may establish reserve accounts to be funded through quarter-annual assessments over a reasonable period of time and thereafter may maintain adequate reserves for maintenance, repair and replacements of the Common Elements that are anticipated to require maintenance, repair or replacement on a periodic basis and to cover deductible amounts in property insurance policies. Extraordinary expenditures not originally included in the annual budget that may be incurred in any year may be charged first against such reserves. In addition, the Executive Board shall have the right to segregate all or any portion of the reserves for any specific replacement or contingency upon such conditions as the Executive Board deems appropriate.

At the closing for the initial transfer of title from the Declarant to the non-Declarant purchaser or each Unit, the Association shall collect from such purchasers an amount equal to Two Hundred Dollars (\$200.00), which monies shall be deposited into an initial working capital fund under the control of the Association. No Unit Owner is entitled to a refund of these monies by the Association or from a subsequent purchaser upon subsequent conveyance of his Unit or otherwise. Such payments do not constitute advance payments of regular assessments.

Section 10.4. Accounting. Within one hundred eighty (180) days after the end of each fiscal year of the Association, being the calendar year unless changed, commencing after the end of the year 2019.



The Executive Board shall supply to all Unit Owners a balance sheet and a statement of revenues and expenses of the Association for the preceding year, including an accounting of the Common Expenses actually incurred and paid together with a tabulation of the amounts collected pursuant to the annual budget or assessments and showing the excess or deficit of income over expenditures plus reserves.

Section 10.5. Acceleration. If a Unit Owner is in default in the payment of the assessed charges or installments thereof for sixty (60) days or more, the Executive Board may, in addition to all other remedies in the Act or this Declaration, accelerate all other charges and installments of assessments to become due for the next twelve months on the basis of the budget for the calendar year in which such default occurs and assuming the same budget for the following year; provided, however, a foreclosing mortgagee shall be entitled to automatic subordination of such sums in excess of the amounts given priority in lien or payment over mortgage liens in the Act.

Section 10.6. Collection Charges. Any delinquent Unit Owner shall also be obligated to pay all expenses of the Association and Executive Board, including reasonable attorneys' fees, incurred in the collection of any delinquent assessments by legal proceedings or otherwise, and any amounts paid by the Association for taxes or on account of superior liens or otherwise to protect its lien, which expenses and amounts, together with accrued interest, shall be deemed to constitute part of the delinquent assessments and shall be collectible as such.

## ARTICLE XI RIGHTS OF CERTAIN MORTGAGEES AND OTHER REQUIRED CONSENTS

Section 11.1. Reports and Notices. Upon the specific written request of a holder of a first lien mortgage on a Unit or its servicer to the Executive Board, the mortgagee shall be entitled to receive some or all of the following as designated in the request:

- a. Copies of budgets, notices of assessment, or any other notices or statements provided under this Declaration by the Executive Board to the Owner of the Unit covered by the mortgage;
- b. Any audited or unaudited financial statements of the Association which are prepared for the Association and distributed to the Unit Owners;
- c. Copies of notices of meetings of the Unit Owners and the right to designate a representative to attend such meetings;
- d. Notice of the decision of the Unit Owners to make any material amendment to this Declaration;
- e. Notice of substantial damage to or destruction of any part of the Common Elements (the repair of which would cost in excess of \$10,000);
- f. Notice of the commencement of any condemnation or eminent domain proceedings with respect to any part of the Common Elements;
- g. Notice of any default by the owner of the Unit, which is subject to the mortgage, where such default is not cured by the Unit Owner within thirty (30) days after the giving of notice by the Association to the Unit Owner of the existence of the default;

- h. The right to examine the books and records of the Executive Board at any reasonable time; or
- i. Notice of any decision by the Executive Board to terminate professional management and assume self-management of the Property.

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

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

Section 11.2. Further Consents. If any mortgage or deed of trust upon a Unit is held by the Federal National Mortgage Association ("FNMA") or the Federal Home Loan Mortgage Corporation ("FHLMC") or if any Unit is encumbered by a mortgage or deed of trust insured or guaranteed by the Federal Housing Administration ("FHA"), the Veterans Administration ("VA", or the Department of Housing and Urban Development ("HUD"), and any action proposed by the Association or the Unit Owners requires the approval pursuant to the then applicable regulations of FNMA, FHLMC, FHA, VA, or HUD of a specified percentage of Unit Owners, the holders of a specified percentage of such mortgages, or of such organizations, then such action shall not be taken until such requirement has been met and, further, no action proposed by the Association or the Unit Owners shall be taken or be valid unless the Declarant (during any period that the Declarant has the right to appoint members of the Executive Board), has consented to such action. The foregoing actions include, but are not limited to, the following:

- a. Abandon, partition, alienate, release, hypothecate, dedicate, subdivide, encumber, sell or transfer any interest in any of the Common Elements, provided, however, the granting of rights-of-way, easements, and the like for public utilities or other purposes consistent with the use of the Common Elements, and the Association's or Declarant's decommissioning or dedication to a governmental body of any Common Element shall not be subject to such approval or consent requirements of this paragraph.
- b. Abandon or terminate this Declaration.

Furthermore, neither the Executive Board nor the Association may abandon, release, subdivide, encumber, sell or transfer any interest in Common Elements that the Township has the right under this Declaration to maintain in the event of the Association's failure to do so without the Township's written consent; provided, however, that the granting of rights-of-way, easements, and the like for public utilities or other purposes consistent with the use of the Common Elements, and the Association's or Declarant's decommissioning, dedication, or sale of any Common Element which, under the terms of any agreement with the Township, or other municipal body, is permitted, shall not be subject to the approval or consent requirements of this paragraph.

## ARTICLE XII DECLARANT'S RIGHTS

### Section 12.1. Control.

- a. Until the 60th day after conveyance of twenty-five (25%) percent of the total number of Units (both phases of development) to Unit Owners other than Declarant, Declarant shall

have the right to appoint and remove any and all officers and members of the Executive Board.

- b. Not later than 60 days after conveyance of twenty-five (25%) percent of the total number of Units (both phases of development) to Unit Owners other than Declarant, at least one member of the three (3) member Executive Board shall be elected by Unit Owners other than Declarant.
- c. Not later than the earlier of (i) five (5) years after the date of the first conveyance of a Unit to a person other than the Declarant, (ii) 60 days after seventy-five (75%) percent of the total number of Units (both phases of development) are conveyed to Unit Owners other than Declarant, or (iii) two years after the Declarant has ceased to offer Units for sale in the ordinary course of business, all members of the Executive Board shall resign, and the Unit Owners (including Declarant to the extent of Units owned by Declarant) shall elect an Executive Board, a majority of the members of which shall be Unit Owners.

Section 12.2. Assignment. Any or all the special rights and obligations of the Declarant set forth in this Declaration, the Bylaws, or the Act may be transferred to other persons, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that contained herein, in in the Bylaws, or in the Act, as applicable, and provided further, that no such transfer shall be effective unless it is in a written instrument signed by the Declarant and recorded in the Office of the Recorder of Deeds for the county in which the Community is located.

#### ARTICLE XIII DUTIES OF OFFICERS AND MEMBERS OF THE EXECUTIVE BOARD; LIMITATION OF LIABILITY

Section 13.1. Standard of Conduct.

- a. 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.
- b. In discharging the duties of their respective positions, the Executive Board members and officers may, in considering the best interests of the Association, consider the effects of any action upon employees and upon suppliers of the Association and upon communities in which the Community is located, and all other pertinent factors. The consideration of those factors shall not constitute a violation of the standards described above.
- c. Absent breach of fiduciary duty, lack of good faith or self-dealing, actions taken as an Executive Board member or officer or any failure to take any action shall be presumed to be in the best interest of the Association.

Section 13.2. Good Faith Reliance. In performing his duties, an officer or 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:

- a. 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.
- b. 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.
- c. 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.

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

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

To the extent permissible under Pennsylvania law, expenses incurred by an Executive Board member or officer in defending a civil or criminal action, suit or proceeding shall be paid by the Association in advance of the final disposition of such action, suit or proceeding upon the request of the Executive Board member or officer, after the Association has received an undertaking by or on behalf of such person to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Association.

Section 13.5. Directors and Officers (D & O) Insurance. The Executive Board may obtain insurance to satisfy the indemnification obligation of the Association and all Unit Owners set forth in Section 12.4 above, if and to the extent available at reasonable cost.

ARTICLE XIV  
GENERAL PROVISION

Section 14.1. Enforcement. The obligations and rights set forth herein shall run with the land and shall inure to the benefit of and be enforceable by the Association, the Unit Owners, and their respective personal representatives, heirs, successors, and assigns.

Section 14.2. Severability. The invalidity of any provision of this Declaration as determined by a court of competent jurisdiction shall not affect any other of the provisions, all of which shall remain in full force and effect.

Section 14.3. Compliance. Each Unit Owner and occupant of any Unit shall comply with all the provisions of this Declaration, the Bylaws, and the rules and regulations of the Association.

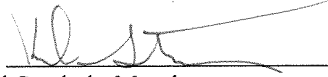
Section 14.4. Limitation of Association Liability. The Association shall not be liable for any failure of any services required to be obtained or performed by the Association or paid for out of assessments, or for injury or damage to persons or property caused by weather, Acts of God, any circumstance or happening beyond the reasonable control of the Association, or the flow or presence of any water from or upon the Common Elements, or any pipe, conduit, or other Storm Water Management Facilities. Moreover, the Association shall not be liable to any Unit Owner for loss or damage, by theft or otherwise of articles left upon the Common Elements, nor shall any diminution or abetment of assessments be claimed, allowed, or permitted for inconvenience or discomfort arising from the making of repairs or improvements to Common Elements, or any failure to make such repairs or improvements, nor form any action taken by the Association to cause compliance with the provisions of this Declaration, any law or ordinance, or any order or directive or any governmental entity or agency.

[Signature page follows]

INTENDING TO BE LEGALLY BOUND, the Declarant has executed this Declaration on the date set forth below.

Kaywood North Estates, LLC

Date: 11/8/22

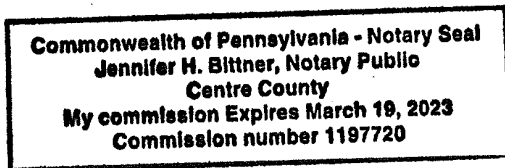
By:   
Karl Stashak, Member

[Signature page to Planned Community Declaration for Kaywood North Estates]

COUNTY OF CENTRE )

This record was acknowledged before me on November 8, 2022, by Karl Stashak, a member of Kaywood North Estates, LLC, who represents he is authorized to act on behalf of Kaywood North Estates, LLC.

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



Notary Public  
My commission expires:

[Notary page to Planned Community Declaration for Kaywood North Estates]

## EXHIBIT A

### SUBMITTED REAL ESTATE - LEGAL DESCRIPTION Kaywood North Estate Lots Final Subdivision Phase 1

**ALL** that certain tract of land situated in Harris Township, Centre County, PA, being identified as Tax Parcel 25-4-59, as shown on page 3 of a plan titled, "Kaywood North Estate Lots Final Subdivision Phase 1, dated April 26, 2022, Revised May 26, 2022 by PennTerra Engineering, Inc., State College, PA, recorded on September 19, 2022 in Centre County Plat Book98 page 14, being now bounded and described as follows:

**BEGINNING** at an iron pin, lying in a westerly R/W line of Karla Way and being a northerly corner of lands owned now or formerly by Christopher J. Matish (Tax Parcel 25-407-020, R.B. 2250, Pg. 0267); thence along said Matish lands N89°14'57"W, 135.00 feet to an iron pin, being a westerly corner of said Matish lands and lying in an easterly line of lands owned now or formerly by Joseph C. Jr. and Carolyn M. Meyer (Tax Parcel 19-004-107, R.B. 2192, Pg. 0598); thence along said Meyer lands the following four bearings and distances: N00°45'03"E, 540.57 feet to an iron pin; thence N83°36'26"E, 250.92 feet to an iron pin; thence N00°26'17"E, 312.39 feet to an iron pin; thence N20°44'01"E, 236.14 feet to an iron pin, being a northerly corner of said Meyer lands and lying in a southerly R/W line of Linden Hall Road (S.R. 2004, 33' R/W); thence along said R/W S69°15'59"E, 299.15 feet to an iron pin, lying in a southerly R/W line of said R/W and being a northerly corner of lands owned now or formerly by Ernest Romanini (Tax Parcel 25-004-059A, R.B. 2267, Pg. 0079); thence along said Romanini lands the following three bearings and distances: S20°29'29"W, 182.47 feet to an iron pin; thence S00°24'32"W, 222.64 feet to an iron pin; thence N84°26'03"E, 289.98 feet to an iron pin, being a southerly corner of said Romanini lands and being a westerly corner of lands owned now or formerly by Ernest Romanini (Tax Parcel 25-004-059C, R.B. 2267, Pg. 0079); thence along said Romanini lands (Tax Parcel 25-004-059C) N82°34'25"E, 348.38 feet to an iron pin, being an easterly corner of said Romanini lands (Tax Parcel 25-004-059C) and being a southerly corner of lands owned now or formerly by Barbara H. Headley (Tax Parcel 25-004-059B, R.B. 0709, Pg. 0149); thence along said Headley lands the following four bearings and distances: N80°28'48"E, 431.26 feet to an iron pin; thence N22°16'27"W, 114.83 feet to an iron pin; thence along a curve to the left, having a chord bearing of N27°34'12"W, a chord distance of 59.74 feet, a radius of 323.64 feet, and arc length of 59.83 feet to an iron pin; thence N31°27'43"W, 64.25 feet to an iron pin, being a northerly corner of said Headley lands and lying in a southerly R/W line of said Linden Hall Road; thence along said R/W N60°39'07"E, 58.47 feet to an iron pin, lying in a southerly R/W line of said R/W and being a westerly corner of lands owned now or formerly by Stephen D. and Linda C. Weaver (Tax Parcel 25-001-032, R.B. 2136, Pg. 0475); thence along said Weaver lands the following four bearings and distances: S32°56'08"E, 96.06 feet to an iron pin; thence S22°38'51"E, 200.29 feet to an iron pin; thence along a curve to the right, having a chord bearing of S17°31'31"E, a chord distance of 50.00 feet, a radius of 280.00 feet, and arc length of 50.07 feet to an iron pin; thence N71°01'50"E, 768.87 feet to an iron pin, being an easterly corner of said Weaver lands and lying in a westerly line of lands owned now or formerly by Carl A. II and Bruce C. Lingle (Tax Parcel 25-001-012, R.B. 2139, Pg. 0406); thence along said Lingle lands S02°02'32"E, 577.98 feet to an iron pin, lying in a westerly line of said Lingle lands and being a northerly corner of lands owned now or formerly by Harris Township (Tax Parcel 25-407-41, D.B. 2267, Pg. 659); thence along said Township lands the following two bearings and distances: S79°46'28"W, 746.53 feet to an iron pin; thence S10°13'32"E, 120.00 feet to an iron pin, being a southerly corner of said Township lands and lying in a northerly line of lands owned now or formerly by Harris Township (Tax Parcel 25-2A-136, D.B. 380, Pg. 783); thence along said Township lands (Tax Parcel 25-2A-136) and along lands owned now or formerly by James P. and Judith E. Sylves (Tax Parcel 25-002A-133, R.B. 1975, Pg. 0691) S79°46'28"W, 71.13 feet to an iron pin, being a westerly corner of said Sylves lands and being an easterly corner of lands owned now or formerly by Allen C. and Nancy E. Jacobson (Tax Parcel 25-002A-135, R.B. 1975, Pg. 0693); thence along said Jacobson lands S88°42'33"W, 170.00 feet to an iron pin, being a westerly corner of said



Jacobson lands and lying in an easterly line of Montclair Lane (60' R/W); thence along said R/W the following two bearings and distances: N01°17'27"W, 43.21 feet to an iron pin; thence along a curve to the left, having a chord bearing of S88°01'25"W, a chord distance of 59.35 feet, a radius of 60.00 feet, and arc length of 314.91 feet to an iron pin, being a westerly corner of said Montclair Lane and lying in a northerly R/W line of Andrea Way (50' R/W); thence along said Andrea Way the following three bearings and distances: S88°42'33"W, 388.68 feet to an iron pin; thence along a curve to the left, having a chord bearing of S78°43'39"W, a chord distance of 60.67 feet, a radius of 175.00 feet, and arc length of 60.97 feet to an iron pin; thence S68°44'46"W, 294.07 feet to an iron pin, lying in a northerly R/W line of said Andrea Way and being an easterly corner lands owned now or formerly by Cory F. and Melinda M. Baggett (Tax Parcel 25-407-040, R.B. 2242, Pg. 0764); thence along said Baggett lands N21°15'14"W, 125.99 feet to an iron pin; thence continuing along said Baggett lands S77°13'01"W, 101.85 feet to an iron pin, being a westerly corner of said Baggett lands and being a northerly corner of lands owned now or formerly by Jay Douglas Wenger and Dayna Holston Wenger (Tax Parcel 25-407-039, R.B. 2243, Pg. 0437); thence along said Wenger lands and along lands owned now or formerly by Jeremiah Northridge (Tax Parcel 25-407-038, R.B. 2235, Pg. 0442) S73°21'12"W, 112.18 feet to an iron pin, being a northerly corner of said Northridge lands; thence continuing along said Northridge lands, along lands owned now or formerly by Bruce B. and Lynn E. Rogers Living Trust (Tax Parcel 25-407-037, R.B. 2245, Pg. 0220) and along lands owned now or formerly by Melissa H. and Brian J. Jr. Doherty (Tax Parcel 25-407-021, R.B. 2244, Pg. 0849) S88°42'33"W, 280.64 feet to an iron pin, being a westerly corner of said Doherty lands and lying in an easterly R/W line of Kara Way (50' R/W); thence along said R/W along a curve to the left, having a chord bearing of N89°14'57"W, a chord distance of 50.00 feet, a radius of 60.00 feet, and arc length of 325.42 feet to an iron pin, lying in a westerly line of said R/W; thence continuing along said R/W S00°45'03"W, 54.27 feet to an iron pin, being the place of beginning. Containing 34.073 acres.

## **EXHIBIT B**

### **Storm Water BMP Maintenance and Inspection Schedule**

This Maintenance Procedure is established to be completed by the designated property manager of the Kaywood North Estates Homeowners Association.

#### **Storm Water and Water Quality Basins:**

1. Inspection for the following after each precipitation event and weekly for a period of 2 years after completion of construction.
2. Inspection bi-monthly for life of BMP after initial 2-year time period elapses.
  - a. Obstructions, Trash or Debris (To be removed immediately).
  - b. Erosion and or Sedimentation (To be stabilized immediately, & contact Conservation District and/or property manager for Homeowners Association for correction remediation.
  - c. Animal burrowing: (Contact local wildlife manager for allowable corrective actions).
  - d. Permanently ponded water 36 hours after cessation of rainfall event.
  - e. Outlet Structure (Water Quality Basin BMP only) Check for debris, clogging, etc.
  - f. Algae Growth, stagnant pools, or noxious odors: Contact Conservation District and Homeowners Association's Engineer for evaluation.
  - g. Poor stand of grass. Contact Cooperative Extension for evaluation.
  - h. Deterioration of Pipes, Conduits and Semi-Imperious Spillway. Contact Engineer for evaluation and immediate repair.
  - i. Seepage at the toe of Basin: Contact Engineer for immediate inspection.
  - j. Deterioration of Energy Dissipater: Periodic replacement of rip-rap is required and scheduled for full replacement every 5 years.
  - k. Deterioration or clogging of Berms: Examine berms to determine sedimentation, replace rock filter portion of the berms as determined by Homeowners Association's Engineer.
  - l. Mowing of the Basin: Occur at least two times per year. All yard waste must be collected and removed off-site for disposal.
  - m. Mowing of Swale: Mowed once (1) from November to March, and waste collected and removed off-site for disposal.