



I hereby CERTIFY
that this document is
recorded in the
Recorder's Office
of Butler County,
Pennsylvania

Michele M. Mustello
Michele M. Mustello - Recorder of Deeds



Instr: 202210170021687

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Michele Mustello
Butler County Recorder PA

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CREEKSIDE MANOR

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

JTC 1422 ASSOCIATES, LP, a Pennsylvania limited partnership, currently maintaining its principal place of business address at 215 Executive Drive, Suite 300, Cranberry Township, Pennsylvania 16066 (“Declarant”) hereby makes this Declaration of Covenants, Conditions and Restrictions (the “Declaration”) with respect to the real estate described herein.

PREAMBLE

WHEREAS, Declarant is the owner of the real property located in the Township of Jackson, Butler County, Pennsylvania, and known as Creekside Manor Phase 1 on a plan which is recorded at Instrument No. 202209020018936 and in Plan Book Volume 405, Pages 12-14 in the Office of the Recorder of Butler County, Pennsylvania (the “Plan”), which real property is more particularly described in Exhibit A attached hereto (the “Property”); and

WHEREAS, Declarant intends to develop the Property as follows (provided, however, that Declarant reserves the right to change the plan of development of the Property, to amend the Plan, and to change the use of the Apartments Development Parcel to any other use permitted by Jackson Township):

1. Townhome Residential – 79 Townhome Units on Lots 102-114 and Lots 201-203 of the Plan (the “Townhouse Development”) in Phase 1, with an additional 26 Townhome Units in Phase 2
2. Apartments – 240 apartment units in Phase 3 with community center and pool for Apartments use only (the “Apartments”)

WHEREAS, in connection with the development of the Property, certain improvements are intended to be made by Declarant with respect to those portions of the Property described as Common Open Space on the Plan (specifically, Lot 101), and other portions of the Property, which improvements include the following:

1. Pedestrian Trails
2. East Stormwater Basin
3. West Stormwater Basin

WHEREAS, Declarant hereby declares that the Property shall be held, improved, maintained, sold and conveyed subject to the following covenants, conditions and restrictions, which are for the purpose of protecting the value and desirability of the Property; which shall run as a covenant with the land as to all Property subject to this Declaration; which shall be binding on all parties having any right, title, or interest in the Property or any part thereof, and their heirs,

successors, and assigns; and which shall inure to the benefit of each Owner (as hereinafter defined) and Jackson Township.

NOW THEREFORE, Declarant hereby declares the following covenants, conditions and restrictions affecting the Property, with the intent to be legally bound hereby.

ARTICLE I
SUBMISSION; ADDITIONAL REAL ESTATE

Declarant hereby makes the Property subject to the following covenants, conditions, reservations and restrictions. It is the intent of the Declarant that the Property subject to this Declaration shall constitute a “planned community,” as that term is defined in the Pennsylvania Uniform Planned Community Act, 68 Pa.C.S. §§ 5101, et seq. (the “Act”). Declarant expressly reserves the right, prior to the transfer of Declarant control pursuant to Section 9.2(a), to change the plan of development of the Property, to amend the Plan, and to change the use of the Apartments Development Parcel to any other use permitted by Jackson Township. Declarant hereby explicitly reserves an option, until the expiration of ten (10) years from the date of recording of this Declaration, to add the real estate described in Exhibit B attached hereto (the “Additional Real Estate”) to the Property subject to this Declaration in compliance with Section 5211 of the Act, without the consent of any Owner or any other party whatsoever. Declarant expressly reserves the right to add all or portions of the Additional Real Estate at any time, at different times, and in any order, without limitation; provided, however, that the Additional Real Estate shall not exceed the area described as such on Exhibit B attached hereto.

ARTICLE II
DEFINITIONS

As used in this Declaration, the following terms shall have the meaning designated:

2.1 “Association” shall mean the Creekside Manor Property Owners Association, Inc., a Pennsylvania non-profit corporation, formed solely to own and operate the Common Elements of the Plan.

2.2 “Common Elements” shall mean all real and personal property located within the Plan to be owned, maintained, repaired and/or replaced by the Association and/or for the common use and enjoyment of all Members of the Association (unless responsibility therefore is allocated to a particular Development Parcel, or part thereof, pursuant to this Declaration or by a supplemental declaration, in which event such item shall be a “Limited Common Element” for the benefit of such Development Parcel, or part thereof), including (a) Lot 101 (including the East Stormwater Basin), (b) the West Stormwater Basin (including the guest parking areas and mail boxes located on such portion of the Property), (c) all pedestrian trails, entry signs and pillars/monuments, bufferyards/wetland buffers, drainage easements, street lighting, mail collection areas and related lighting, if any, (d) Affinity Drive from Mercer Road to Truth Circle as shown on the Plan, (e) Truth Circle from Affinity Drive to the Apartment Parcel, (f) any

future secondary access road as may be required by Jackson Township, (g) all storm water drainage facilities serving the Property, and (h) all sanitary sewer maintenance structures and sanitary gravity sewers serving the Property, and the sanitary low pressure lines extending through the Property and adjacent property (collectively, the “Sewer System”) to the point of connection/discharge with the existing Western Butler County Authority system. Notwithstanding anything to the contrary, this definition shall not be amended without the Township’s prior written consent.

2.3 “Declarant” shall mean JTC 1422 Associates, LP, and its successors and assigns.

2.4 “Declaration” shall mean this Declaration of Covenants, Conditions and Restrictions.

2.5 “Development Parcels” shall mean each of the following two (2) portions of the Property: (a) the Townhouse Development (Lots 102 through 114 and Lots 201 through 203 of the Plan and Phase 2 (if submitted to the Property as Additional Real Estate), collectively); and (b) the Apartments in Phase 3 (if submitted to the Property as Additional Real Estate).

2.6 “Member” shall have the meaning described in Section 5.1.

2.7 “Mortgage” shall mean and refer to a permanent or construction mortgage, including any collateral security documents executed in connection therewith, secured by a mortgage on the Property or any part thereof.

2.8 “Mortgagees” shall mean and refer to a beneficiary or holder of a Mortgage.

2.9 “Owner” shall mean and refer to any owner of a portion of the Property, but shall not include any governmental body that accepts dedication of any portion of the Property.

2.10 “Plan” shall mean and refer to the Creekside Manor Phase 1 Subdivision Plan, which is recorded at Instrument No. 202209020018936 and in Plan Book Volume 405, Pages 12-14 in the Office of the Recorder of Butler County, Pennsylvania, as the same may be amended from time to time.

2.11 “Property” shall mean and refer to the entire parcel of ground as set forth in the Plan and as described in Exhibit A attached hereto, as the same may be increased from time to time by the submission of Additional Real Estate in accordance with Article I.

2.12 “Township” shall mean the Township of Jackson, located in Butler County, Pennsylvania. Notwithstanding anything to the contrary, this definition shall not be amended without the Township’s prior written consent.

ARTICLE III
EASEMENTS

3.1 Utility Easements. The Property shall be, and hereby is, made subject to easements in favor of the Declarant, appropriate utility and service companies and governmental agencies or authorities for such utility and service lines and equipment as may be necessary or desirable to serve any portion of the Property. The easements created in this Section 3.1 shall include, without limitation, rights of governmental agencies or authorities 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, equipment, ducts and vents, over, under, through, along and on the Property. Notwithstanding the foregoing provision of this Section 3.1, unless approved in writing by the Owners affected thereby, any such easement shall be located in substantially the same location as such facilities or similar facilities existed at the time of first conveyance of the subject Property by the Declarant, or as shown on the Plans, or so as not to materially interfere with the use or occupancy of the Property by its occupants.

No storm sewers, sanitary sewers, electrical lines, water lines, or other utilities may be installed or relocated in the Plan, except as may be approved by the Declarant; provided, however, this restriction shall not be applicable to any storm sewers, sanitary sewers or other utilities dedicated to and accepted by the Township or a municipal authority. Notwithstanding anything to the contrary, this subparagraph shall not be amended without the Township's prior written consent.

Should any entity furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, the Declarant shall have the right to grant such easement over the Plan without conflicting with the terms hereof. The easements provided for in this Article shall in no way adversely affect any other recorded easement on the Plan.

The Declarant shall have the power to dedicate portions of the Common Elements to the Township, or to any other local, state or federal governmental entity and/or any utility supplier at any time. The Township shall not be obligated to accept any dedication of the Common Elements.

3.2 Easement for Access to Property. Declarant reserves a non-exclusive perpetual right of access and easement on, over and under those portions of the Common Elements for the purpose of pedestrian and vehicular ingress, egress and regress to all or any part of the Property, including the right to modify the location of improvements to the Common Elements to facilitate such ingress, egress and regress, including without limitation the removal of obstructions to the exercise of such rights of ingress, egress and regress, and the grading or regarding of landscaped areas of the Common Elements.

3.3 Declarant's Easement to Correct Drainage. Declarant reserves an easement on, over and under those portions of the Common Elements for the purpose of maintaining and correcting drainage of surface water in order to maintain a reasonable standard of health, safety

and appearance. The easement created by this Section 3.3 expressly includes the right to cut any trees, bushes or shrubbery, to grade the soil, or to take any other action reasonably necessary to achieve this purpose, following which the Declarant shall restore the affected property as closely to its original condition as possible.

3.4 Declarant's Easement for Development of Property. Declarant reserves an easement on, over and under those portions of the Common Elements for all purposes relating to the construction, development, leasing and sale of improvements on the Property. This easement shall include, without limitation, the right of vehicular and pedestrian ingress and egress, the right to park motor vehicles and to engage in construction and marketing activities of any nature whatsoever, including the movement and storage of building materials and equipment, the conduct of sales, leasing and management activities, the maintenance of models and offices and the erection and maintenance of directions and promotional signs.

3.5 Easement for Use of Common Elements.

(a) Grant of Easement. Each Owner and each person lawfully on the Property is hereby granted a non-exclusive perpetual right and easement of access to and enjoyment in common with others of the Common Elements.

(b) Extent of Easement. The rights and easements of access and enjoyment created hereby shall be subject to the right of the Association to adopt rules and regulations governing the use of the Common Elements.

3.6 Easement for Reconstruction, Improvement, Repair or Maintenance of Common Elements. Easements to permit the doing of every necessary and proper act by the Declarant and/or the Association to properly maintain the Common Elements are hereby granted and established. These acts shall include, but not be limited to, entry upon, over and under the Property or any part thereof, the right to use all necessary and usual equipment for the performance of such acts, the usual and common noise level associated with the use of such equipment, together with all the other common and usual activity associated with such activities.

3.7 Stormwater Operations and Maintenance Agreement and Declaration of Easement. The Property is subject to the easement(s) and licenses referenced in or created by the Stormwater Operations and Maintenance Agreement and Declaration of Easement dated March 9, 2022 between the Township and Declarant recorded in the Office of the Recorder of Deeds of Butler County, Pennsylvania on April 21, 2022 at Instrument No. 202204210008792.

3.8 Conveyance of Open Space to Association. Upon transfer of Declarant's control of the Association in accordance with Section 9.2 of this Declaration, the Declarant shall grant and convey to the Association title to all areas designated as Common Open Space (except that which is to be conveyed to the Township) and Village Green Areas by special warranty deed for no consideration. The Association shall operate and maintain such Open Space for their original use as open space.

ARTICLE IV
MAINTENANCE AND RELATED EXPENSES RESPONSIBILITY

4.1 Association's Responsibility.

A. The Association shall be responsible for the maintenance, repair, and replacement of the Common Elements. Such maintenance of the Common Elements shall include, but not be limited to, maintenance, repair and replacement of all landscaping and other flora, structures, and improvements situated upon such Common Elements, and snow and ice removal from roads.

B. The Association shall maintain, repair, reconstruct, and replace all Common Elements in accordance with the requirements of applicable law, Township ordinances, the Township-approved development plans for Creekside Manor, and the Stormwater Operations and Maintenance Agreement and Declaration of Easement executed between the Township and Declarant. Notwithstanding anything to the contrary, the Township is a third-party beneficiary of the covenants contained in this Declaration with respect to the obligation to maintain all Common Elements as such are related to and/or referenced in Township permits, approvals, and ordinances (including, but not limited to, stormwater management facilities and improvements), and the Township shall have the right to access these Common Elements in the event that any Unit Owner or the Association does not maintain and repair them, the right to undertake the required maintenance and repairs, and the right to assess the Owners and the Association for the costs and expenses thereby incurred by the Township, with the assessments to be placed on the applicable Owners as liens in accordance with Section 5319 of the Act in the event such costs are not reimbursed by the Association and/or Owners. Further, the Township shall have all rights of the Declarant granted by this Declaration for Township actions taken under this Section, including, but not limited to, rights related to assessments (Article VI) and enforcement (Articles VI and X). Notwithstanding anything to the contrary, this Section shall not be amended without the Township's prior written consent.

C. Lots in the Plan may include a bufferyard as indicated on the Plan, and no permanent or temporary structure may be erected or placed in the bufferyards shown on the Plan. The Declarant and the Association shall have the non-exclusive, perpetual right and easement of access to such bufferyards for the purpose of maintenance and repair of the bufferyards and the enforcement of this Declaration. This Section shall not be amended without the Township's prior written consent.

ARTICLE V
CREEKSIDE MANOR PROPERTY OWNERS ASSOCIATION, INC.

5.1 Membership. For the purpose of ownership and maintenance of the Common Elements and all common community services of every kind and nature required or desired within the Property for the general use and benefit of all Owners, each and every Owner, in accepting a deed or contract for any part of the Property, agrees to and shall be subject to the obligations and duly enacted Bylaws and rules and regulations of the Creekside Manor Property Owners Association, Inc., a nonprofit corporation. The Members of the Association shall be (a)

the Declarant, until the termination of the period of Declarant control in accordance with Section 9.2(a); (b) the Owner of the Apartments; and (c) the Owner of the Townhouse Development (or a homeowners' association created by the developer thereof and succeeding to the rights and obligations of such developer hereunder), together with all Owners of Townhome Units in the Townhouse Development. With respect to the affairs of the Association, upon the transfer of Declarant's control of the Association in accordance with Section 9.2(a), each Development Parcel shall elect members of the Board of Directors of the Association in accordance with Section 5.4. The vote of the Townhouse Development Parcel shall be exercised by the Owner of the Townhouse Development until the transfer of control of the homeowners' association for the Townhouse Development, and thereafter in accordance with Sections 5.4, 5.5, and the provisions of any other governing documents of such homeowners' association.

5.2 Succession. Upon the transfer of Declarant's control of the Association in accordance with Section 9.2(a) of this Declaration, the Association shall succeed to the position of the Declarant with respect to the provisions of these covenants, conditions, reservations and restrictions, and the term "Declarant" herein shall then mean the "Association".

5.3 Powers of the Association. The Association shall have the following powers:

- (a) To adopt and amend bylaws and rules and regulations.
- (b) To adopt and amend budgets for revenues, expenditures and reserves and collect assessments for Common Expenses and sewerage services from the Members.
- (c) To hire and terminate managing agents and other employees, agents and independent contractors.
- (d) To institute, defend or intervene in litigation or administrative proceedings in its own name on behalf of itself or two or more Members on matters affecting the Association or the Property.
- (e) To make contracts or incur liabilities.
- (f) To regulate the use, maintenance, repair, replacement and modification of the Common Elements.
- (g) To cause additional improvements to be made to the Common Elements.
- (h) To own the Sewer System.
- (i) To establish assurance that adequate operational and maintenance funds are available from the start of the Sewer System operation.
- (j) To enter upon any property in Creekside Manor for routine inspections or maintenance of the Sewer System and to respond to emergencies.
- (k) To acquire, hold, encumber and convey in its own name any right, title or interest to real or personal property, but the Common Elements may be conveyed or subjected to a security interest only in accordance with the provisions of §5318 of the Act.
- (l) To grant easements, leases, licenses and concessions through or over the Common Elements; provided, however, that any exercise of such power which would

materially impair the quiet enjoyment of a Member shall require the prior written approval of the affected Member.

- (m) To impose and receive payments, fees or charges for the use, rental or operation of the Common Elements.
- (n) To impose charges for late payment of assessments and, after notice and an opportunity to be heard, levy reasonable fines for violations of this Declaration and the bylaws and rules and regulations of the Association.
- (o) To suspend sewerage services to Members for non-payment of bills in accordance with applicable law.
- (p) To impose reasonable charges for the preparation and recording of amendments to this Declaration, and for resale certificates required by the Act.
- (q) To provide for the indemnification of its officers and Board of Directors and to maintain directors' and officers' liability insurance.
- (r) To exercise any other powers conferred by the Act, this Declaration or the bylaws of the Association.
- (s) To exercise all other powers that may be exercised in the Commonwealth of Pennsylvania by legal entities of the same type as the Association.
- (t) To exercise any other powers necessary and proper for the governance and operation of the Association.

5.4 Board of Directors. Not later than the termination of the period of Declarant control in accordance with Section 9.2(a) of this Declaration, the Owner of the Apartments shall elect two (2) members of the Board of Directors and the Owner of the Townhouse Development (or a homeowners' association created by the developer thereof and succeeding to the rights and obligations of such developer hereunder) shall elect one (1) member of the Board of Directors; provided, however, that the Owner of the Apartments Development Parcel shall not have a right to elect members of the Board of Directors until the Apartments Development Parcel is subject to assessments in accordance with Section 6.9. The Board of Directors shall elect the officers of the Association. The members of the Board of Directors and the officers shall take office upon election. The Board of Directors shall not have power to determine the qualifications, powers and duties or terms of office of the members of the Board of Directors, but it may fill vacancies in its membership for the unexpired portion of any term.

5.5 Bylaws. The bylaws of the Association shall provide for all of the following:

- (a) The number of members of the Board of Directors and the titles of the officers of the Association.
- (b) Election by the Board of Directors of a president, treasurer, secretary and any other officers of the Association the bylaws specify.
- (c) The qualifications, powers and duties, terms of office and manner of electing and removing members of the Board of Directors and officers and filling vacancies.

- (d) Which, if any, of its powers the Board of Directors or officers may delegate to other persons or to a managing agent.
- (e) Which of its officers may prepare, execute, certify and record amendments to this Declaration on behalf of the Association.
- (f) The method of amending the bylaws.

Subject to the provisions of this Declaration and the Act, the bylaws may provide for any other matters that the Association deems necessary and appropriate.

ARTICLE VI
BUDGETS; COMMON EXPENSES; ASSESSMENTS AND ENFORCEMENT

6.1 Budgets; Capital Expenditures. The Board of Directors shall adopt a budget for revenues, expenditures and reserves at least annually. The Board of Directors shall deliver to all Members copies of each budget approved by the Board of Directors and notice of any capital expenditure approved by the Board of Directors promptly after such approval. The Owner of the Apartments Development Parcel shall be solely responsible for the portion of the Sewer System consisting of the sanitary grinder pumps serving the Apartments and all parking lots located on the Apartments Development Parcel, and the Owner of the Townhouse Development Parcel (or a homeowners' association created by the developer thereof and succeeding to the rights and obligations of such developer hereunder) shall be solely responsible for the portion of the Sewer System consisting of the sanitary grinder pumps serving the Townhouse Development and all roads and drives shown on the Plan providing access to the Townhome Units, other than the roads and drives providing common access to the Townhome Units and the Apartments as specified in clauses 2.2(e), (f), and (g) above.

6.2 Quarterly Assessments. All Common Expense assessments made in order to meet the requirements of the Association's annual budget shall be deemed to be adopted and assessed on a quarterly basis (rather than on an annual basis payable in quarterly installments) and shall be due and payable in advance on the first day of the quarter. Special assessments shall be due and payable in one or more quarterly payments, in advance, on the first day of each quarter, as determined by the Board of Directors. The Association shall have a lien against the Development Parcel or Townhome Unit of a Member for any Common Expense assessments levied against that Member or fines imposed against that Member from the time the assessment or fine becomes due. Fees, charges, late charges, fines and interest charged under Sections 5.3(j), 5.3(k) and 5.3(l) and reasonable costs and expenses of the Association, including legal fees, incurred in connection with collection of any sums due to the Association by a Member or enforcement of the provisions of this Declaration or the bylaws, rules or regulations of the Association against a Member are enforceable as assessments under this Section 6.2.

6.3 Limitation on Expenditures. All expenses, charges and costs of the maintenance, repair or replacement of the Common Elements, and any other expenses, charges or costs which the Association may incur or expend pursuant hereto, shall be approved by the Board of

Directors, and a written memorandum thereof prepared and signed by the Treasurer of the Association.

6.4 Reserve. Each annual budget for quarterly assessments of Common Expenses shall include an amount reasonably considered by the Board of Directors to be sufficient as a reserve for replacements and contingencies. Extraordinary expenditures not originally included in the annual budget that may become necessary during the year may be charged first against such reserve, as the Board of Directors shall determine. In addition, the Association shall have the right to segregate all or any portion of the reserve for any specific replacement or contingency upon such conditions as the Board of Directors deems appropriate.

6.5 Association Records. The Association shall keep financial records sufficiently detailed to enable the Association to comply with §5407 of the Act. All financial and other records shall be made reasonably available for examination by any Member and authorized agents. Within one hundred and eighty (180) days after the close of its fiscal year, the Association shall prepare annual financial statements consisting of at least a balance sheet and a statement of revenues and expenses for the Association. The cost of preparing the financial statements shall be a Common Expense. Each Member shall be entitled to receive from the Association, within thirty (30) days after submitting a written request to the Association, a copy of the annual financial statements and, if such financial statements are audited, reviewed or compiled by an independent certified public accountant or independent public accountant, a copy of the independent accountant's report on the financial statements. The Association may charge a fee not to exceed the cost of producing copies of records other than the financial statement.

6.6 Further Assessments. If any annual budget proves inadequate for any reason, including nonpayment of any Member's quarterly assessments, or any nonrecurring Common Expense or any Common Expense not set forth in the annual budget as adopted, the Board of Directors may at any time levy further quarterly assessments. Such further quarterly assessments shall be payable over such period of time as the Board of Directors may determine. The Board of Directors shall serve notice of such further assessments on all Members by a statement in writing giving the amount and reasons therefor, and such further quarterly assessments shall become effective as determined by the Board of Directors.

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

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

6.9 Allocation. All Common Expense assessments, special assessments and further assessments (other than for the portions of the Sewer System allocated to the Apartments Development Parcel and the Townhouse Development Parcel, respectively, pursuant to Section 6.1) shall be pro rated among the Members by dividing the amount of such assessments by the acreage of the Development Parcel owned or represented by such Member as shown on the Plan. Notwithstanding the foregoing, assessments shall not be levied against the Apartments Development Parcel until the footers have been installed for the first Apartments Building. The Owner of the Townhouse Development (or a homeowners' association created by the developer thereof and succeeding to the rights and obligations of such developer hereunder) shall further allocate assessments to the Townhouse Development Parcel among the Owners of Townhome Units in accordance with the provisions of the governing documents of such homeowners' association.

6.10 Interest and Charges. All sums assessed by the Association against any Member that remain unpaid shall bear interest thereon at the then maximum legal rate (but not more than fifteen (15%) percent per annum) from the thirtieth (30th) day following the due date for payment. Any delinquent Member shall also be obligated to reimburse (i) all expenses of the Association, including reasonable attorney's fees, incurred in the collection of the delinquent assessments by legal proceedings or otherwise; (ii) any amounts paid by the Association for taxes or on account of superior liens or otherwise to protect its liens, which expenses and amounts, together with accrued interest, shall be deemed to constitute part of the delinquent assessments and shall be collectible as such, subject to Section 6.2 above.

6.11 Independent Covenant. The obligation to pay assessments is a separate and independent covenant on the part of each Member. No diminution or abatement of assessments or set-off shall be claimed or allowed for any alleged failure of the Association or the Board of Directors to take some action or perform some function required of it, or for inconvenience or discomfort arising from the making of repairs or improvements or from any other action it takes.

6.12 Implementation. The Association shall adopt in its bylaws such additional or other procedures and requirements as it deems necessary and desirable to implement the provisions of this Article 6, and to otherwise provide for the efficient fiscal operation and management of the Common Elements.

6.13 Violations and Assessments. If a Member violates any of the terms of this Declaration, the Declarant and/or the Association shall have the right to undertake correction of the violation and the costs incurred by Declarant and/or the Association in correcting such violation so shall be immediately due and payable by the Member in the form of an assessment.

6.14 Subordination to the Lien of Mortgages. The lien of the assessment, provided for herein, shall be subordinate to any first lien mortgage placed upon the Property or any part thereof. The sale or transfer of the Property or any part thereof pursuant to or in lieu of mortgage foreclosure shall extinguish the lien of such assessment as to payment which became due prior to such sale or transfer. No such sale or transfer shall relieve such Property from the obligation or liability for any assessments thereafter becoming due or from the lien on any such subsequent

assessments. Notwithstanding anything to the contrary, nothing herein shall impair the Township's priority for liens considered municipal claims.

ARTICLE VII
INSURANCE OF COMMON ELEMENTS

7.1 **Coverages.** The Association's duly authorized agent, shall have the authority to and shall obtain, blanket, all-risk, casualty insurance, if reasonably available, for all insurable improvements comprising the Common Elements. If blanket all risk coverage is not reasonably available, then at a minimum an insurance policy providing fire and extended coverage shall be obtained. This insurance shall be in an amount sufficient to cover one hundred (100%) of the replacement cost of any repair or reconstruction in the event of damage or destruction from any insured hazard.

The Association shall also obtain a public liability policy covering the Common Elements and the Members for all damage or injury caused by the negligence of Association, or any of the Members or their agents. The public liability policy shall have at least a One Million and No/100 Dollars (\$1,000,000.00) minimum property damage limit.

7.2 **Premiums.** Premiums for all insurance on the Common Elements shall be paid by the Association. Such policies may contain a reasonable deductible, and in the case of casualty insurance, the amount thereof shall be added to the face amount of the policy in determining whether the insurance at least equals the full replacement cost. The deductible shall be paid by the Association.

7.3 **Contracts.** All insurance coverage obtained by the Association shall be written in the name of the Association as trustee for the respective benefited parties, as further identified in subsection B below. Such insurance shall be governed by the provisions hereinafter set forth:

- A. All policies on the Common Elements shall be for the benefit of the Declarant, the Association, the Members, and Mortgagees, as their interest may appear, providing financing on the Common Elements.
- B. Exclusive authority to adjust losses under policies obtained by the Association shall be vested in the Association; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.
- C. In no event shall the insurance coverage obtained and maintained by the Association hereunder be brought into contribution with insurance purchased by the Members, occupants, or their Mortgagees.

7.4 **Workers Compensation.** In addition to the other insurance required by this Article, the Association shall obtain worker's compensation insurance, if and to the extent required by law.

ARTICLE VIII
GENERAL PROVISIONS

8.1 Amendments. Prior to the transfer of Declarant control pursuant to Section 9.2(a), Declarant may amend this Declaration so long as the amendment, in the reasonable discretion of the Declarant, has no material adverse effect upon the development of the Property and is undertaken with all required approvals of Jackson Township. No amendment required by any state or local government authority or agency will be deemed material. After the transfer of Declarant control, this Declaration may be amended only by the unanimous vote or written consent of the Board of Directors, and, if the Townhouse Development is represented on the Board of Directors by a homeowners' association created by the developer thereof, by a 67% vote of the members of the homeowners' association. Any amendment to be effective must be recorded in the public records of Butler County, Pennsylvania. No amendment may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant or the assignee of such right or privilege. No amendment may impair the validity or priority of the lien of any Mortgage held by a Mortgagee or impair the rights granted to Mortgagees herein without the prior written consent of such Mortgagees.

Further, any amendments related to the Township, Township permits and approvals, stormwater management facilities, the Stormwater Operation and Maintenance Agreement with the Township for the Property, as well as any other amendment that would have the effect of limiting or otherwise altering the rights of the Township set forth in this Declaration (including, but not limited to, the attempted termination of this Declaration), shall be null and void, and of no force and effect, unless such amendment is approved by the Township Board of Supervisors prior to the meeting of the Unit Owners at which the Unit Owners will vote on such amendment(s).

8.2 Limitation of Liability. The Declarant, its heirs, successors, administrators, executors, assigns, members, officers and employees [(i) through (iv) below shall be effective only from and after the Declarant's transfer of control of the Association in accordance with Section 9.2]:

- (i) Shall not be liable for the failure of any service obtained or the failure to so obtain any service needed or for any injury or damage to persons or property, however and wheresoever caused, except for any injury or damage caused by the willful misconduct or gross negligence of the Declarant, its members, officers or employees;
- (ii) Shall not be liable as a result of the performance of the Declarant for any mistake of judgment, negligence or otherwise except for the Declarant's willful misconduct or gross negligence;
- (iii) Shall have no personal liability to any person for any loss or damage caused by theft of or damage to personal property in or on the Common Elements or

other places within the Plan and shall have no liability arising out of the use, misuse, or condition of the Common Elements, except for the Declarant's willful misconduct.

- (iv) The Declarant and its principals and officers shall be indemnified by the Association against all expenses and liabilities, including attorney's fees incurred by or imposed in connection with any proceedings, except for liability arising out of the willful misconduct or gross negligence of the Declarant;
- (v) The Declarant may obtain such insurance as it deems appropriate, where available and in such amounts and on such terms as the Declarant deems advisable, to satisfy the liability requirements of this Declaration.

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

8.4 Incorporation of Recitals. The recitals set forth in the Preamble section of this document are hereby incorporated herein as if fully set forth and repeated herein.

8.5 Conflicts with Township Ordinances. In the event that any of the provisions, terms, conditions or covenants contained in this Declaration conflict with any provisions of the Ordinances of the Township, the applicable provisions, terms and conditions of the appropriate Ordinances for the Township shall prevail for all matters involved in any conflicts.

8.6 Conflicts with the Uniform Planned Community Act. In the event that any of the provisions, terms, conditions or covenants contained in this Declaration conflict with any provisions of the Uniform Planned Community Act, the applicable provisions, terms, conditions and provisions of the Uniform Planned Community Act shall prevail.

ARTICLE IX DECLARANT'S RIGHTS

9.1 Any or all of the special rights and obligations of the Declarant may be transferred by the Declarant to other persons, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that contained herein, and provided further, no such transfer shall be effective unless it is in a written instrument signed by the Declarant and duly recorded in the public records of Butler County, Commonwealth of Pennsylvania.

9.2 Control.

(a) Subject to Section 9.2(b), for a period of five (5) years from the date of the first conveyance by the Declarant of any Development Parcel to a Member, the Declarant shall have sole power and authority to appoint and remove the officers and members of the Board of

Directors of the Association, unless the Declarant earlier voluntarily surrenders the right to appoint and remove the officers and members of the Board of Directors. Notwithstanding the foregoing sentence, the period of Declarant control of the Association shall terminate no later than the earlier of (i) sixty (60) days after conveyance of seventy-five percent (75%) of the Development Parcels to Members, or (ii) two (2) years after the Declarant has ceased to offer Development Parcels for sale in the ordinary course of business.

(b) Not later than sixty (60) days after conveyance of twenty-five percent (25%) of the Development Parcels to Members, at least one member and not less than twenty-five percent (25%) of the members of the Board of Directors shall be elected by the Members. Not later than sixty (60) days after conveyance of fifty percent (50%) of the Development Parcels to Members, not less than thirty-three percent (33%) of the members of the Board of Directors shall be elected by the Members.

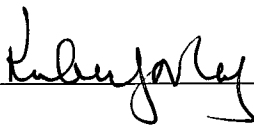
9.3 Conveyance of Common Elements to Association. Upon transfer of Declarant's control of the Association in accordance with Section 9.2(a), the Declarant shall grant and convey to the Association title to the Common Elements by special warranty deed. All costs of deed preparation and recording shall be borne by the Declarant. Notwithstanding the foregoing, the Declarant shall not convey the Common Elements to the Association until all improvements to the Common Elements as may be required by Jackson Township pursuant to any development approvals have been completed by the Declarant. This obligation to convey title to the Common Elements shall be binding upon any successor in interest to the rights of the Declarant hereunder.

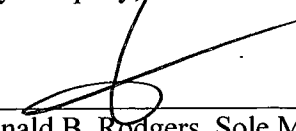
IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration as of this 13 day of October, 2022.

ATTEST:

JTC 1422 Associates, LP, a Pennsylvania limited partnership

By: JTC 1422, LLC, a Pennsylvania limited liability company, its General Partner



By: 
_____ Donald B. Rodgers, Sole Member

**EXHIBIT A
LEGAL DESCRIPTION**

The Property includes the following Lots in Phase 1 as shown on the Creekside Manor Phase 1 Subdivision Plan, recorded in Instrument No. 202209020018936 and in Plan Book 405, Pages 12-14, in the Office of the Butler County Recorder of Deeds:

- Lot 101
- Lot 102
- Lot 103
- Lot 104
- Lot 105
- Lot 106
- Lot 107
- Lot 108
- Lot 109
- Lot 110
- Lot 111
- Lot 112
- Lot 113
- Lot 114
- Lot 201
- Lot 202
- Lot 203

Being part of Tax Parcel No, 180-4F100-10V-0000

EXHIBIT B

ADDITIONAL REAL ESTATE

ALL THAT CERTAIN parcel or tract of land situate in the Township of Jackson, County of Butler, and Commonwealth of Pennsylvania, known as Parcel B as shown on the Creekside Manor 2 Lot Subdivision, recorded in Instrument No. 202004170007443 and in Plan Book 384, Pages 47-48, in the Office of the Butler County Recorder of Deeds, said parcel containing 20.380 acres, more or less, other than the portions thereof described above in Exhibit A.