# TABLE OF CONTENTS

**ARTICLE I.  GENERAL PROVISIONS** ........................................................................................................... 1  
Section 1.1. Defined Terms ........................................................................................................................ 1  
Section 1.2. Property Subject to this Declaration ...................................................................................... 4  

**ARTICLE II. ALLOCATION OF PERCENTAGE INTERESTS: VOTES AND EXPENSE LIABILITIES; UNIT IDENTIFICATION AND BOUNDARIES** .......................................................... 4  
Section 2.1. Allocation of Votes and Common Expenses ....................................................................... 4  
Section 2.2. Votes .................................................................................................................................. 4  
Section 2.3. Common Expenses .............................................................................................................. 4  
Section 2.4. Unit Boundaries .................................................................................................................... 4  

**ARTICLE III. MAINTENANCE, REPAIR AND REPLACEMENT** ............................................................. 4  
Section 3.1. Common Elements .............................................................................................................. 4  
Section 3.2. Units .................................................................................................................................... 5  
Section 3.3. Repairs Resulting From Negligence ..................................................................................... 5  

**ARTICLE IV. ALLOCATION AND REALLOCATION OF LIMITED COMMON ELEMENTS** .................. 5  
Section 4.1. Allocation ............................................................................................................................. 5  
Section 4.2. Allocation Procedure ........................................................................................................... 5  

**ARTICLE V. ADDITIONS, ALTERATIONS AND IMPROVEMENTS TO COMMON ELEMENTS** .......... 5  
Section 5.1. Additions, Alterations and Improvements by the Executive Board ........................................ 5  

**ARTICLE VI. EASEMENTS** ...................................................................................................................... 5  
Section 6.1. Additional Easements .......................................................................................................... 5  
  6.1.1. Utility and Other Easements ...................................................................................................... 6  
  6.1.2. Association’s Easements .......................................................................................................... 6  
  6.1.3. Easement for Ingress and Egress Through Common Elements: Access to Units and Support. ......................................................................................................................... 9  
  6.1.4. Common Elements Easement in Favor of the Association ....................................................... 6  
  6.1.5. Common Elements Easement in Favor of Unit Owners .......................................................... 6  
  6.1.6. Units and Limited Common Elements Easements in Favor of Association ............................. 7  
  6.1.7. Record Easements .................................................................................................................... 7  

**ARTICLE VII. ASSESSMENT AND COLLECTION OF COMMON EXPENSES** ........................................... 7
Section 7.1. Apportionment of Common Expenses................................................................. 7
Section 7.2. Initial Capital Payment..................................................................................... 7
Section 7.3. Reserves for Replacement............................................................................... 7
Section 7.4. Lien .................................................................................................................. 8
Section 7.5. Budget Adoption and Ratification ................................................................. 9
Section 7.6. Certificate of Payment of Common Expense Assessments................................................................. 9
Section 7.7. Monthly Payment of Common Expenses...................................................... 9
Section 7.8. Acceleration of Common Expense Assessments............................................. 10
Section 7.9. Commencement of Common Expense Assessments....................................... 10
Section 7.10. No Waiver of Liability for Common Expenses........................................... 10
Section 7.11. Personal Liability of Unit Owners................................................................. 10
Section 7.12. Contribution to Original Association.......................................................... 10

ARTICLE VIII .............................................................................................................................. 10

USE RESTRICTIONS ...................................................................................................................... 10

Section 8.1. Rules and Regulations.................................................................................. 10

ARTICLE IX ....................................................................................................................................... 13

UNITS SUBJECT TO PLANNED COMMUNITY DOCUMENTS; EMINENT DOMAIN........ 13

Section 9.1. Applicability of Planned Community Documents........................................ 13
Section 9.2. Eminent Domain............................................................................................ 13

ARTICLE X ......................................................................................................................................... 13

EXECUTIVE BOARD OF THE ASSOCIATION........................................................................ 13

Section 10.1. Powers of Executive Board......................................................................... 13
Section 10.2. Composition of Executive Board................................................................. 14
Section 10.3. Disputes......................................................................................................... 14
Section 10.4. Amendments to the Planned Community Documents................................ 14
Section 10.5. Abating and Enjoining Violations by Unit Owners....................................... 14

ARTICLE XI ....................................................................................................................................... 14

THE RELOCATION OF BOUNDARIES BETWEEN ADJOINING UNITS/SUBDIVISION OR
CONVERSION OF UNITS ............................................................................................................... 14

Section 11.1. Application and Amendment...................................................................... 14
Section 11.2. Recording Amendments................................................................................ 15

ARTICLE XII ..................................................................................................................................... 15

DESIGNATION OF COMMON FACILITIES .............................................................................. 15

Section 12.1. Facilities........................................................................................................... 15
Section 12.2. Conveyance of the Common Facilities......................................................... 15
Section 12.3. Effect of Conveyance of Common Facilities to Association on Common Expenses. 15

ARTICLE XIII .................................................................................................................................... 15
AMENDMENTS TO DECLARATION .................................................................................................. 15
Section 13.1. General .................................................................................................................................................. 15
Section 13.2. Limitation of Challenges .................................................................................................................. 16
Section 13.3. Recordation of Amendments ........................................................................................................ 16
Section 13.4. When Unanimous Consent Required .............................................................................................. 16
Section 13.5. Execution of Amendments ............................................................................................................ 16
ARTICLE XIV .......................................................................................................................................................... 16
TERMINATION ...................................................................................................................................................... 16
Section 14.1. Termination ........................................................................................................................................ 16
ARTICLE XV .......................................................................................................................................................... 16
DAMAGE TO OR DESTRUCTION OF PROPERTY ............................................................................................... 16
Section 15.1. Duty to Restore ................................................................................................................................. 16
Section 15.2. Cost ....................................................................................................................................................... 17
Section 15.3. Plat ......................................................................................................................................................... 17
Section 15.4. Insurance Proceeds ........................................................................................................................... 17
ARTICLE XVI .......................................................................................................................................................... 17
INSURANCE ........................................................................................................................................................... 17
Section 16.1. Coverage ............................................................................................................................................. 17
Section 16.2. Property Insurance ............................................................................................................................ 17
Section 16.3. Liability Insurance ............................................................................................................................ 18
Section 16.4. Fidelity Bonds .................................................................................................................................. 19
Section 16.5. Unit Owner Policies .......................................................................................................................... 19
Section 16.6. Workers Compensation Insurance .................................................................................................. 19
Section 16.7. Directors and Officers Liability Insurance ....................................................................................... 19
Section 16.8. Other Insurance .................................................................................................................................. 19
Section 16.9. Premiums ............................................................................................................................................. 19
ARTICLE XVII ........................................................................................................................................................ 20
ARCHITECTURAL CONTROL COMMITTEE ................................................................................................. 20
Section 17.1. Review by Committee ........................................................................................................................ 20
EXHIBIT “A” ......................................................................................................................................................... Error! Bookmark not defined.
Planned Community Property ........................................................................................................................... Error! Bookmark not defined.
PHASE II .............................................................................................................................................................. Error! Bookmark not defined.
AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS OF
THE HEIGHTS OF BEACON HILL PLANNED COMMUNITY

This Amended and Restated Declaration of Planned Community is made this ______ day of
___________, 2018 by, HEIGHTS OF BEACON HILL HOMEOWNERS’ ASSOCIATION, INC.,
hereinafter called Association, located in Lower Allen Township, Cumberland County, Pennsylvania.

WITNESSETH:

ARTICLE I. GENERAL PROVISIONS

WHEREAS, Association is the governing body of the entity known as the Heights of Beacon Hill
Homeowners’ Association, Inc., and desires to maintain a residential community with permanent parks,
playgrounds, open spaces, and other common facilities for the benefit of the said community and its
members; and

WHEREAS, Association desires to provide for the preservation of the values and amenities in
said community and for the maintenance of said parks, playgrounds, open spaces and other common
facilities; and, to this end, desires to continue to subject the real property described in Article II together
with such additions as may hereafter be made thereto (as provided in Article II) to the covenants,
restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the
benefit of said property and each owner thereof; and

WHEREAS, Association deems it desirable, for the efficient preservation of the values and
amenities in said community, to reaffirm its obligation to maintain and administer the community
properties and facilities and administer and enforce the covenants and restrictions and collect and disburse
the assessments and charges herein created; and

WHEREAS, Association has been incorporated under the laws of the Commonwealth of
Pennsylvania, as a non-profit corporation for the purpose of exercising the functions aforesaid, and

WHEREAS, by Agreement with the Beacon Hill Community Association, Inc., the Association
has agreed to make certain additions to the residential community under the control of the Association,

NOW THEREFORE, the Association, by action of its members, declares that the real property
described in the original Declaration of Covenants and Restrictions found in Recorder of Deeds for
Cumberland County in Book 675 Page 1092, and the First Amendment to Declaration of Planned
Community Heights of Beacon Hill Planned Community, found in the Recorder of Deed for Cumberland
County to Instrument No. 200743458 are hereby amended and superseded by this Amended and Restated
Declaration of Covenants and Restrictions and such additions thereto as may hereafter be made pursuant
to Article XV thereof is and shall be held, transferred, sold, conveyed and occupied subject to the
covenants, restrictions, easements, charges and liens (sometimes referred to as “covenants and
restrictions”) as hereinafter set forth.

Section 1.1. Defined Terms.

“Association” means Heights of Beacon Hill Homeowners’ Association, Inc., a non-profit
corporation organized under the Non-Profit Business Corporation Law of Pennsylvania 15 Pa. C.S.A.
§5101 et. seq. or its successors and assigns.

“Building” means any of the structures depicted on the Plats.
“By-Laws” means the document having that name and provided for by Section 5306 of the Act, as such document may be amended from time to time.

“Common Elements” means each portion of the planned community other than that conveyed with a Unit.

“Common Expenses” means the expenses or financial liabilities for the operation of the Common Elements and the Association. These include:

(i) Expenses of administration, maintenance, repair or replacement of the Common Elements;
(ii) Expenses declared to be Common Expenses by the Planned Community Documents or the Act;
(iii) Expenses agreed upon as Common Expenses by the Association;
(iv) Such reasonable reserves as may be established by the Association, whether held in trust or by the Association for repair, replacement or addition to the Common Elements or any other real or personal property acquired or held by the Association.
(v) Such expenses as may be allocated to the Association and as agreed to by the Association, by the Original Association for the maintenance of certain areas adjoining Beacon Hill Boulevard including maintenance and clearing of the sidewalk adjoining Beacon Hill Boulevard, maintenance of landscaping and mowing the lawn also adjoining Beacon Hill Boulevard.

“Common Facilities” means any real estate within the planned community which is owned by the Association or is leased to the Association. The term shall include the Stormwater Management Facilities, any Common Open Space, Sewerage System Facilities not dedicated to Lower Allen Township, any private streets shown on the Plat, sidewalks shown on the Plat as Common Elements and any landscaping installed on any Common Element. The term does not include a Unit.

“Common Open Space” means all real property owned by the Association for the common use and enjoyment of all Unit Owners as more particularly shown on the Plat, hereinafter defined.

“Controlled Facilities” means any real estate within the planned community, whether or not part of a Unit, that is not a Common Facility but is maintained, improved, repaired, replaced, regulated, managed, insured or controlled by the Association.

“Declaration” means this document and the Plats, as the same may be amended from time to time.

“Developer” refers to Developer or builder.

“Executive Board” means the Executive Board of the Association.

“Final Plan” means:

(a) the Final Subdivision Plan, Phase 1, for the Heights of Beacon Hill, recorded in the Office of the Recorder of Deeds of Cumberland County, to Plan Book 75, Page 3, and

(b) the Revised Final Subdivision Plan, Phase II, for the Heights of Beacon Hill, recorded in the Office of the Recorder of Deeds of Cumberland County, to Plan Book 84, Page 38, and
the Final Subdivision Plan- Phase 3 for the Heights of Beacon Hill, recorded in the Office of the Recorder of Deeds of Cumberland County, to Plan Book 94, Page 67,

“Identifying Number” means the symbol or address that identifies only one Unit in a planned community.

“Limited Common Elements” means the portions of the planned community designated herein or on the Plats as being Limited Common Elements. The portions of the Common Elements allocated for the exclusive use of one or more but fewer than all the Units by the Declaration or the Act.

“Majority or Majority of Unit Owners” means the owners of more than fifty percent (50%) of the votes in the Association.

“Planned Community Documents” consist of this Declaration including the Plats, the By-Laws, the Public Offering Statement, and the Rules and Regulations.

“Plat” means the Plats of “The Heights of Beacon Hill Planned Community” as referenced herein under “Final Plans”.

“Property” means the land and all improvements, easements, rights and appurtenances which have been submitted to the provisions of the Act by this Declaration.

“Public Offering Statement” means the current document prepared pursuant to Section 5402 of the Act as it may be amended from time to time and provided to purchasers prior to the time of execution of a binding purchase agreement.

“Rules and Regulations” means such rules and regulations as are promulgated by the Executive Board from time to time with respect to various details of the use of all or any portion of the Property which either supplement or elaborate upon the provisions in the Declaration or By-Laws.

“Special Declarant Rights” means Special Declarant Rights as defined in Section 5103 of the Act and such additional rights reserved for the benefit of the Declarant as set forth in the “Planned Community Documents”.

“Sewer System Facilities” means any pipe, conduit, pumping station or other improvements installed on the Property in connection with the sanitary sewerage system serving the Units which facilities are not dedicated to Lower Allen Township.

“Stormwater Easements” means that portion of the Property designated on the Final Plan as a drainage easement, which may include Stormwater Management Facilities.

“Stormwater Management Facilities” means any pipe, conduit, drain, culvert, swale, outlet or other improvements installed on the Property in connection with the stormwater management system as shown on the Final Plan, or as part of any supplemental documentation submitted to Lower Allen Township in connection with the Final Plan.

“Unit” means a physical portion of the planned community designated for separate ownership or occupancy, the boundaries of which are described pursuant to Section 2 of this Declaration.
“Unit Owner” means the Declarant or other individual, corporation, trust, estate, partnership, association or other legal or commercial entity (herein “Person”). Unit Owner does not include a Person having an interest in a Unit solely as security for an obligation. The Declarant is the initial owner of any Unit created by this Declaration.

Section 1.2. Property Subject to this Declaration.

The real property which is, and shall be, held, transferred, sold, conveyed and occupied subject to this Declaration is known as the Heights of Beacon Hill, Phases I, II and III, and is more fully described in Exhibit “A” attached hereto and as defined as “Final Plan” in Section 1.1 herein.

ARTICLE II. ALLOCATION OF PERCENTAGE INTERESTS: VOTES AND EXPENSE LIABILITIES; UNIT IDENTIFICATION AND BOUNDARIES

Section 2.1. Allocation of Votes and Common Expenses.

There shall be one vote per Unit owned in the Association. When more than one person is the owner of a Unit, the vote for such Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Unit.

Section 2.2. Votes.

Where these Covenants, the Bylaws and the Act require a percentage vote on actions, and enough votes are not secured at a duly called meeting for that purpose, then a second meeting for that purpose shall be called at least thirty (30) days after the date of the first meeting. If after the second meeting enough members have not come forward to cast their vote, then the percentage requirement will be determined by those that cast their vote as prescribed by these documents.

Section 2.3. Common Expenses.

The Unit Owners shall share equally in the Common Expenses.

Section 2.4. Unit Boundaries.

Each Unit created by the Declaration and shown on the Plat as numbered Units is designated on the Final Plan as a separate lot, to be conveyed, improved, occupied and used pursuant to the provisions hereof, but shall not include any Common Elements. The number of Units is subject to amendment pursuant to the terms of this Declaration.

ARTICLE III. MAINTENANCE, REPAIR AND REPLACEMENT

Section 3.1. Common Elements.

The Association shall maintain, repair and replace all of the Common Elements, except a portion of the Limited Common Elements, if any, which are required by this Declaration or the Act to be maintained, repaired or replaced by the Unit Owners.
Section 3.2. Units.

Each Unit Owner shall maintain, repair and replace at his or her own expense, all portions of his or her Unit except the portions thereof, if any, required by the Declaration, to be maintained, repaired or replaced by the Association.

Section 3.3. Repairs Resulting From Negligence.

Each Unit Owner will reimburse the Association for any damages to any other Unit or to the Common Elements caused intentionally, negligently or by his or her failure to properly maintain, repair or make replacements to his or her Unit. The Association will be responsible for damage to Units caused intentionally, negligently or by its failure to maintain, repair or make replacements to the Common Elements. If such expense is caused by misconduct, it will be assessed following notice and hearing.

ARTICLE IV.
ALLOCATION AND REALLOCATION OF LIMITED COMMON ELEMENTS

Section 4.1. Allocation

Any Common Elements may be subsequently allocated as Limited Common Elements in accordance with this Declaration or may be assigned by rule of the Executive Board.

Section 4.2. Allocation Procedure

A Common Element not previously allocated as a Limited Common Element may be so allocated only pursuant to the provisions of this Article IV. All allocations will be made by amendments to the Declaration specifying to which Unit or Units the Limited Common Element is allocated. The person executing the amendment shall provide an executed copy thereof to the Association which if the amendment complies with the provisions of this Declaration and the Act shall record it. The amendment shall contain words of conveyance and must be recorded and indexed in the names of the parties and the Planned Community. The parties executing the amendment shall be responsible for the preparation of the amendment and shall reimburse the Association for its reasonable attorneys fees in connection with the review of the amendment and for the recording costs.

ARTICLE V.
ADDITIONS, ALTERATIONS AND IMPROVEMENTS TO COMMON ELEMENTS

Section 5.1. Additions, Alterations and Improvements by the Executive Board.

The Executive Board may make any additions, alterations or improvements to the Common Elements which in its judgment it deems necessary.

ARTICLE VI.
EASEMENTS

Section 6.1. Additional Easements.

In addition to and in supplementation of the easements provided for by Sections 5216, 5217 and 5218 and other provisions of the Act, the planned community shall be subject to the following easements and restrictions:
6.1.1. Utility and Other Easements.

The Units and Common Elements shall be, and are hereby, made subject to easements in favor of the Declarant (until Declarant shall have satisfied all of its obligations under any Planned Community Document and all commitments in favor of any Unit Owner and the Association), the Association, appropriate utility and service companies and governmental agencies or authorities for such utility and service lines and equipment, including security systems, as may be necessary or desirable to serve any portion of the Property. The easements provided for by this Section 6.1.1 shall include, without limitation, the Association, any providing utility, any service company and any governmental agency or authority, and any of them, 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), security systems, electrical wires, conduits and equipment and ducts and vents and any other appropriate equipment and facilities over, under, through, along and on the Units and Common Elements. Notwithstanding the foregoing provisions of this Section 6.1.1, unless approved in writing by the Unit Owner or Unit Owners affected thereby, any such easement through a Unit shall be located either in substantially the same location as such facilities or similar facilities existing at the time of first conveyance of the Unit by the Declarant to a grantee other than the Declarant or so as not to materially interfere with the use or occupancy of the Unit by its occupants.

6.1.2. Association’s Easements.

Association reserves an easement to use portions of the Common Elements and any Units owned by Declarant for construction or renovation related purposes, including the storage of tools, machinery, equipment, building materials, appliances, supplies and fixtures, and the performance of work respecting the Property.

Association reserves an easement on, over and under those portions of the Common Elements not located within the building for the purpose of maintaining and correcting drainage of surface, roof or storm water. The easement created by this subsection expressly includes the right to cut any trees, bushes or shrubbery, to grade the soil or to take any other action reasonably necessary, following which the Declarant shall restore the affected property as closely to its original condition as practicable.


Each Unit Owner is hereby granted an easement in common with each other Unit Owner for ingress and egress through all Common Elements, subject to such reasonable Rules and Regulations as may be imposed by the Association. Each Unit is hereby burdened with and subjected to an easement for ingress and egress through all Common Elements by persons lawfully using or entitled to the same.


The Common Elements (including any Limited Common Elements) shall be and are hereby made subject to an easement in favor of the Association and the agents, employees and independent contractors thereof for the inspection, upkeep, maintenance, repair and replacement of the Common Elements (including any Limited Common Elements). The Association shall be entitled to recover costs and expenses incurred by the Association in the exercise of easement rights.

6.1.5. Common Elements Easement in Favor of Unit Owners.

The Common Elements (including any Limited Common Elements) shall be and are hereby made subject to the following easements in favor of the Units benefitted: For the installation, repair,
maintenance, use, removal and/or replacement of pipes, ducts, heating and air conditioning systems, electrical, telephone and other communication wiring and cables and all other utility lines and conduits which are a part of or serve any Unit and which shall pass across or through a portion of the Common Elements.

6.1.6. **Units and Limited Common Elements Easements in Favor of Association.**

The Units and any Limited Common Elements are hereby made subject to the following easements in favor of the Association and its agents, employees and independent contractors:

For inspection of the Units and Limited Common Elements to verify the performance by Unit Owners of all items of maintenance and repair for which they are responsible; For inspection, maintenance, repair and replacement of the Common Elements or any Limited Common Elements situated in or accessible from such Units or Limited Common Elements, or both; and For correction of emergency conditions in one or more Units or Limited Common Elements, or both, or casualties to the Common Elements, the Limited Common Elements and/or the Units. In case of an emergency, no request or notice is required and the right of entering shall be immediate with such force as is apparently necessary to gain entrance, whether or not the Unit Owner is present at the time.

6.1.7. **Record Easements.**

The Planned Community is subject to those additional record easements and title exceptions as shown on the Plat or as may be recorded in the Office of the Recorder of Deeds of Cumberland County.

**ARTICLE VII. ASSESSMENT AND COLLECTION OF COMMON EXPENSES**

**Section 7.1. Apportionment of Common Expenses.**

All Common Expenses shall be allocated equally against all Units.

**Section 7.2. Initial Capital Payment.**

The Association shall collect from each initial purchaser at the time of settlement an “initial capital payment” to be determined from time to time by the Executive Board. Such funds may be used for certain prepaid items, initial equipment, supplies, organizational costs and other start-up costs and for such other purposes as the Executive Board shall determine.

**Section 7.3. Reserves for Replacement.**

Each annual budget for monthly assessments of Common Expenses shall include an amount reasonably considered by the Executive Board to be sufficient as a reserve for replacements and contingencies. If the reserves are inadequate for any reason, including non-payment of any Unit Owner’s assessment, the Executive Board may at any time levy a further assessment, which shall be assessed equally against the Unit Owners and which may be payable in a lump sum or in installments as the Executive Board may determine. The Executive Board shall serve notice of such further assessment on Unit Owners by a statement in writing giving the amount and reasons therefor, and such further assessment shall, unless otherwise specified in the notice, become effective with the next monthly payment which is due more than ten (10) days after delivery of such notice of further assessment. All Unit Owners shall be obligated to pay the adjusted monthly amount or, if such further assessment is not payable in installments, the amount of such assessment. Such assessment shall be a lien as provided hereinafter.
Section 7.4. Lien.

(a) The Association has a lien on a Unit for an assessment levied against a Unit or fines imposed against its Unit Owner from the time the assessment or fine becomes due. Fees, charges, late charges, fines and interest charges pursuant to the Act and the Declaration and the By-laws are enforceable as assessments under this section. If an assessment is payable in installments, the full amount of the assessment is a lien from the time the first installment thereof becomes due.

(b) A lien under this section is prior to all other liens and encumbrances on a Unit except:

(i) a lien and encumbrance recorded before the recordation of the Declaration;

(ii) a first mortgage on the Unit recorded before the date on which the assessment sought to be enforced became delinquent; and

(iii) liens for real estate taxes and other governmental assessments or charges against a Unit.

A lien under this section is also prior to all mortgages on any Units to the extent of the Common Expense assessments based on the periodic budget adopted by the Association pursuant to Section 8.5 of this Article which would have become due in the absence of acceleration during the six (6) months immediately preceding institution of an action to enforce either the Association’s lien or a security interest described in subsection (ii) of this Section 8.4. This subsection does not affect the priority of mechanics or material liens or the priority of a lien for other assessments made by the Association. A lien under this section is not subject to the provision of dower or curtesy or other exemptions excluded in subsection 5315(b) of the Act.

(c) Recording of the Declaration constitutes record notice and perfection of the lien. Further recording of a claimant lien for assessment under this section is not required.

(d) A lien for an unpaid assessment is extinguished unless proceedings to enforce a lien are instituted within three (3) years after the full amount of the assessment becomes due; provided, that if an owner of a Unit subject to a lien under this section files a petition for relief under the United States Bankruptcy Code, the period of time for instituting proceedings to enforce the Association’s lien shall be tolled until thirty (30) days after the automatic stay of proceedings under Section 362 of the Bankruptcy Code is lifted.

(e) This section does not prohibit an action to recover sums for which subsection (a) of this section creates a lien or prohibit the Association from taking in lieu of foreclosure.

(f) A judgment or decree in any action brought under this section shall include costs and reasonable attorneys’ fees for the prevailing party.

(g) A judgment or decree in an action brought under this section is enforceable by execution under the Commonwealth of Pennsylvania statute on judgment executions.

(h) The Association lien must be foreclosed as a mortgage, or as a lien is foreclosed under the Commonwealth of Pennsylvania non judicial foreclosure proceedings.
(i) In any action by the Association to collect assessments or to foreclose a lien for unpaid assessments, the court may appoint a receiver of the Unit Owner to collect all sums alleged to be due from that Unit Owner prior to or during the pendency of the action. The court may order the receiver to pay any sums held by the receiver to the Association during the pendency of the action to the extent of the Association’s Common Expense assessments based on a periodic budget adopted by the Association pursuant to Section 7.5 of this Declaration.

(j) If a holder of a first or second mortgage on a Unit forecloses that security interest, the purchaser at the foreclosure sale is not liable for any unpaid assessments against that Unit which came due before the sale, other than the assessments which were prior to that mortgage under subsection 7.4(b)(ii) of this Declaration. Any unpaid assessments not satisfied from the proceeds of the sale become Common Expenses collectible from all the Unit Owners including the purchaser.

(k) In the case of foreclosure under Commonwealth of Pennsylvania non-judicial foreclosures, the Association shall give reasonable notice of its action to each of the lien holders of a Unit whose interest would be affected.

(l) Any payments received by the Association in discharge of a Unit Owner’s obligation may be applied to their oldest balance due.

Section 7.5. Budget Adoption and Ratification.

(a) The Executive Board shall provide a summary of the budget to each Unit Owner and shall set a date for a meeting of the Unit Owners to consider ratification of the budget not less than fourteen (14) nor more than thirty (30) days after delivery of the summary. Delivery may be by US Mail, in person or via email to an email address provided by the Unit Owner. Unless at that meeting a majority of all Unit Owners rejects the budget, the budget is ratified whether or not a quorum is present. If the proposed budget is rejected, the periodic budget last ratified by the Unit Owners continues until the Unit Owners ratify a budget proposed by the Executive Board.

(b) If the Executive Board votes to levy a Common Expense assessment in an amount greater than 15% of the current annual operating budget, the Executive Board shall submit such Common Expense to Unit Owners for ratification in the same manner as the budget under Section 7.5(a) above.

Section 7.6. Certificate of Payment of Common Expense Assessments.

The Association upon written request shall furnish to a Unit Owner a statement in recordable form setting out the amount of unpaid assessments against a Unit. The statement shall be furnished within ten (10) days after receipt of the request and is binding on the Association Executive Board and each Unit Owner.

Section 7.7. Monthly Payment of Common Expenses.

All Common Expenses assessed under Section 7.1 of this Declaration shall be due and payable monthly on the first day of the month for the current month’s assessment.

In the event of default for a period often (10) days by any Unit Owner in the payment of any Common Expense assessment levied against his or her Unit, the Executive Board shall have the right after notice and a right to a hearing to declare all unpaid assessments for the pertinent fiscal year to be immediately due and payable.

Section 7.9. Commencement of Common Expense Assessments.

Common Expense assessments shall begin on the first day of the month in which conveyance of the first Unit to a Unit Owner occurs.

Section 7.10. No Waiver of Liability for Common Expenses.

No Unit Owner may exempt himself or herself from liability or for payment of the Common Expenses by waiver of the use or enjoyment of the Common Elements or by abandonment of the Unit against which the assessments are made.

Section 7.11. Personal Liability of Unit Owners.

The Unit Owner of a Unit at the time a Common Expense assessment or a portion thereof is due and payable, is personally liable for the assessment. Personal liability for the assessment shall not pass to a successor in title to the Unit unless he or she agrees to assume the obligation.


The Units hereunder shall be conveyed under and subject to an obligation for contribution as a Common Expense pursuant to Section 7, to the Association for the maintenance, repair and landscape maintenance for certain areas adjoining Beacon Hill Boulevard, as may be agreed to by the Association.

ARTICLE VIII.
USE RESTRICTIONS

Section 8.1. Rules and Regulations.

(a) The occupancy and use of the Units and Common Elements shall be subject to the following restrictions;

(i) The Units in the Planned Community are restricted to single family residential use and may not be used for any other purposes by the Unit Owner or any future Unit Owner. No Unit Owner shall permit his Unit to be used or occupied for any prohibited purposes.

(ii) The Unit shall be used solely for single family residence purposes and for no other. The residence shall be of design, material, color, construction and landscaping design which shall be compatible with the development. No building having an exterior finish other than brick, stone, drivit, stucco, vinyl or aluminum shall be constructed or remodeled on any Unit unless the Board shall have approved another in writing. The standard for such compatibility shall be in the sole discretion of the Board. No trailer, tent, shack, barn or other out-building excepting a storage shed shall be erected or maintained on any of the said Units,
either temporarily or permanently. One permanent storage shed may be erected on the Unit provided its design is compatible with the residential dwelling constructed on the Unit and it is constructed of the same siding materials used for the residential dwelling, subject to the prior written approval of the Board and proper permitting by the Municipality. No residence of a temporary character shall be erected or permitted on any of said Units; Construction of the main residence shall begin within twelve (12) months after the date of settlement of the purchase of the Unit and shall be completed not later than twenty (20) months after the date of settlement on the Unit, unless a different schedule is approved in writing by the Association. Completion requires finished grading and seeding to the property line of each Unit.

(iii) Within four (4) months from the completion of construction of the principal residence on any Unit, the owner of any Unit shall complete construction and surfacing with asphalt, concrete or macadam of the driveway in conformity with the requirements of the Township, and all vehicles to be parked on a Unit shall be parked on the hard-surfaced driveway, and not on grassed areas;

(iv) Fences and walls may not obstruct views at street intersections. The height limitation for fences and walls at street intersections is 3 feet (36 inches) within the clear sight triangle (measured 25 ft. in each direction from intersection of street center lines). Elsewhere in required front yards, fences and walls are limited to 3.5 feet (42 inches). For lots with multiple street frontages, each street frontage is considered a front yard. Within required side and rear yards, the height limit is 6 feet (72 inches). See Municipal zoning district regulations for required building setbacks in front, side and rear yards. Board approval and Municipal permits are required for installation of all fences and walls.

(v) Fences or walls that provide a required safety barrier for swimming pools or spas must comply with Uniform Construction Code and municipal code requirements. Board approval is required along with Municipal zoning and building permits.

(vi) No structure, planting or shrubbery, or any other obstruction shall be placed on any Unit so as to block the clear view of traffic on any streets.

(vii) The Unit shall not be used for the outdoor parking or storage both on or off street of:

A. Motor vehicles which are inoperable or which do not have a valid current registration plate and certificate of inspection.

B. Commercial or non-passenger vehicles of any type, except for loading or unloading purposes, or on-site construction. Commercial or non-passenger vehicles shall include, but not be limited to:

1. trucks of one (1) ton capacity or larger;
2. tandems;
3. tractor trailers;
4. tractors (semi);
5. other commercial or cargo-moving vehicles or equipment, providing such category shall not include trucks of a capacity of less than one (1) ton; and
6. all buses, omnibuses and other vehicles capable of transporting people, having the capacity to transport fifteen (15) or more people;

C. Mobile homes, trailers, recreational vehicles or boats.

(viii) No tank for storage of ten (10) gallons or more of gasoline or other flammable liquids may be maintained on any Unit;

(ix) A Unit Owner is prohibited from making any alteration, installation, removal, reconstruction or repair to his Unit or Units which will violate any applicable law, ordinance or governmental rule, regulation or order.

(x) Refuse containers provided by Owner or municipal waste haulers shall not be placed on any street, sidewalk, parking area or in the Common Elements except when necessary for collection and shall regularly be kept in a location on the Unit which is unobtrusive from any other portion of land in The Heights of Beacon Hill.

(xi) No outside radio antennas, television antennas or satellite dishes exceeding one (1) meter in diameter shall be erected on any Unit or Common Element unless approval of the same has been granted by the Association.

(xii) No noxious, unsightly or offensive activity shall be conducted in any Unit or on any Common Elements or the streets nor shall anything be permitted to be done thereon which may be or may become an annoyance or nuisance to other Unit Owners as determined by the Board.

(xiii) No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Unit except that dogs, cats or other domesticated household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose and further providing that no more than two (2) pets in the aggregate may be kept in any such Unit unless otherwise authorized by the Association, and said pets must be housed indoors and Owners shall conform to all local ordinances and regulations applicable to such animals.

(xiv) No sign of any kind shall be displayed to public view on any Unit except those used by the Association or approved by the Executive Board.

(xv) All private and public utility lines and pipes shall be installed underground and electric service shall be installed underground and supplied only from the underground distribution system. All Stormwater Easements and drainage swales as noted on the Final Plan and/or existing watercourses and their existing configuration shall remain undisturbed, provided however, that Owner may mow the foregoing area. No shrubbery or plantings other than grass may be planted in these areas unless said Owner obtains prior written approval from the Board and any applicable governmental agency.
(xvi) No above-ground swimming pools shall be permitted. In-ground pools and hot tubs are permitted. All in-ground swimming pools and hot tubs shall be constructed to the rear of the single family detached dwelling constructed on the Unit. Municipal permits are required a copy of which shall be provided by the applicant to the Board.

(xvii) Reasonable Rules and Regulations, not in conflict with the provisions of this Declaration, concerning the maintenance, conduct, use and enjoyment of the Property may be promulgated from time to time by the Executive Board, subject to the right of the Association to change such Rules and Regulations. Copies of the then current Rules and Regulations and any amendments thereto shall be furnished to all Unit Owners by the Executive Board promptly after the adoption of such Rules and Regulations or any amendments thereto.

ARTICLE IX.
UNITS SUBJECT TO PLANNED COMMUNITY DOCUMENTS; EMINENT DOMAIN

Section 9.1. Applicability of Planned Community Documents.

Each present and future owner, lessee, occupant and mortgagee of a Unit shall be subject to and shall comply with the provisions of the Act, this Declaration (including the Plat), the By-Laws and the Rules and Regulations and with the covenants, conditions and restrictions as set forth in the deed to such Unit; provided that nothing contained herein shall impose upon any lessee or mortgagee of a Unit any obligation which the Act or one or more of such documents, or both, make applicable only to Unit Owners (including, without limitation, the obligation to pay assessments for Common Expenses). The acceptance of a deed or mortgage to any Unit, or the entering into of a lease or the entering into occupancy of any Unit, shall constitute an agreement that the provisions of the Act, this Declaration (including the Plats), the By-Laws, the Rules and Regulations and the covenants, conditions and restrictions set forth in the deed to such Unit are accepted and ratified by such grantee, mortgagee or lessee insofar as applicable. All such provisions shall be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease thereof.

Section 9.2. Eminent Domain.

Whenever all or part of the Common Elements shall be taken, injured or destroyed by eminent domain, the Association shall represent the Unit Owners in negotiations, settlements and agreements with the condemning authority. Each Unit Owner appoints the Association as attorney-in-fact for this purpose. Each Unit Owner shall be entitled to notice thereof; but in any proceedings for the determination of damages, such damages shall be determined for such taking, injury or destruction as a whole. The award or proceeds of settlement shall be payable to the Association for the use and benefit of the Unit Owners and their mortgagees as their interests may appear.

ARTICLE X.
EXECUTIVE BOARD OF THE ASSOCIATION

Section 10.1. Powers of Executive Board.

The Executive Board of the Association shall possess all of the duties and powers granted to the Executive Board by the Act and/or this document and the bylaws.
Section 10.2. Composition of Executive Board.

The Executive Board shall consist of ____________ members who shall be elected at Annual Meetings of Association members. Each Executive Board member shall hold office pursuant to the provisions relating thereto in the By-Laws.

Section 10.3. Disputes.

In the event of any dispute or disagreement between any Unit Owners relating to the Property, or any questions of interpretation or application of the provisions of this Declaration (including the Plat), the By-Laws or the Rules and Regulations, the ultimate determination with respect thereto by the Executive Board following an appeal to such Executive Board from the Association body making a determination in the first instance shall be final and binding on each and all such Unit Owners. The Executive Board shall have the authority to seek a declaratory judgment or other appropriate judicial relief or offer to assist it in carrying out its responsibilities under this Section 10.3. 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 10.4. Amendments to the Planned Community Documents.

The Planned Community Documents may be amended only in accordance with the Act and the Declaration and By-Laws. Notwithstanding any other provisions of this Declaration to the contrary, if any amendment is necessary in the judgment of the Executive Board to cure any ambiguity or to correct or supplement any provisions of the Planned Community Documents that are defective, missing or inconsistent with any other provisions thereof, or if such amendment is necessary to conform to the requirements of the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Federal Housing Administration, the Veterans Administration or other secondary mortgage market lenders, guarantors or insurers with respect to planned community projects, then at any time and from time to time the Executive Board may effect an appropriate corrective amendment without the approval of the Unit Owners or the holders of any liens on all or any part of the Property, upon receipt by the Executive Board of an opinion from independent legal counsel to the effect that the proposed amendment is permitted by the terms of this sentence. Each amendment of the type described in this Section 10.4 shall be effective upon the recording of an appropriate instrument setting forth the amendment and its due adoption, which instrument has been executed and acknowledged by one or more officers of the Executive Board.

Section 10.5. Abating and Enjoining Violations by Unit Owners.

The violation of any Rules and Regulations adopted by the Executive Board, the breach of any provision contained in the By-Laws or the breach of any provision of this Declaration or the Act by a Unit Owner shall give the Executive Board and any aggrieved Unit Owner the right, in addition to any other rights to which it may be entitled, to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

ARTICLE XI.
THE RELOCATION OF BOUNDARIES BETWEEN ADJOINING UNITS/SUBDIVISION OR CONVERSION OF UNITS

Section 11.1. Application and Amendment.

The boundaries between adjoining Units may be relocated by an amendment to the Declaration upon application to the Association by the owners of the Units affected by the relocation. Any such boundary
relocation shall also be in compliance with any and all state or local laws regulating the subdivision of property. Unless the Executive Board determines, within thirty (30) days after the receipt of the application that the relocation is unreasonable, the Association shall consent to the relocation and prepare an amendment that identifies the Units involved, states the relocation and indicates the Association’s consent. The amendment must be executed by those Unit Owners affected and contain words of conveyance between them and the approval of holders of mortgages in the affected Units shall be endorsed thereon. On recordation, the amendment shall be indexed in the name of the grantor and grantee and in the grantee’s index in the name of the Association.

Section 11.2. Recording Amendments.

The Association shall prepare and record Plats necessary to show the altered boundaries for the adjoining Units, and the Units’ dimensions and identifying numbers. The applicants will pay for the cost of preparation of the amendment and its recording, and the reasonable consultant fees of the Association if the Executive Board deems it necessary to employ a consultant.

ARTICLE XII.
DESIGNATION OF COMMON FACILITIES

Section 12.1. Facilities.

Declarant hereby explicitly reserves the right to designate as a Common Facility that portion of the Planned Community shown on the Plat as the Stormwater Management Facilities, the Sewer System Facilities, any streets designated on the Plat as private streets, Common Open Space, sidewalks shown on the Plat as Common Elements and any landscaping installed in any Common Elements. The Common Facilities shall be conveyed to the Association by the Developer.

Section 12.2. Conveyance of the Common Facilities.

The obligation of the Developer to convey the Common Facilities to the Association shall be binding on the Developer and any successor in interest of the Developer whether or not the successor succeeds to any special development right. The Developer shall own the portion of the Planned Community comprised of the Common Facilities prior to conveyance to the Association. The Developer shall convey the Common Facilities to the Association by deed of easement or deed of special warranty, as applicable, for no additional consideration on or before the time of conveyance of the last Unit to a Unit Owner other than Developer.

Section 12.3. Effect of Conveyance of Common Facilities to Association on Common Expenses.

The expenses for operation and maintenance of the Common Facilities shall be included as an expense of the Association following conveyance of the Common Facilities to the Association, will be included in the annual budget of the Association and will be assessed as part of the Common Expense liability of the Unit Owners.

ARTICLE XIII.
AMENDMENTS TO DECLARATION


In cases of amendments that may be executed by the Association under Article XI and Article XII of this
Declaration and Section 5209 of the Act, and except as limited by Section 5221 of the Act, this Declaration, including the Plats may be amended only by vote or agreement of Unit Owners of Units to which at least sixty-seven percent (67%) of the votes in the Association are allocated. The procedure for amendment must follow the procedures of Section 5219 of the Act.

Section 13.2. Limitation of Challenges.

An action to challenge the validity of an amendment by the Association pursuant to this Article may not be brought more than one (1) year after the amendment is recorded.

Section 13.3. Recordation of Amendments.

Each amendment to the Declaration must be recorded in the applicable Office of the Recorder of Deeds in which a portion of the Planned Community is located and the amendment is effective only upon recording.

Section 13.4. When Unanimous Consent Required.

Except to the extent expressly permitted or required by other provisions of the Act an amendment may not create or increase Special Declarant Rights, increase the number of Units, change the boundaries of a Unit, the Percentage Interest of a Unit, or the uses to which a Unit is restricted in the absence of unanimous consent of the Unit Owners.

Section 13.5. Execution of Amendments.

An amendment to the Declaration required by the Act to be recorded by the Association which has been adopted in accordance with this Declaration and the Act, must be prepared, executed, recorded and certified on behalf of the Association by an officer of the Association designated for that purpose or in the absence of such designation, by the President of the Association.

ARTICLE XIV.
TERMINATION

Section 14.1. Termination.

Termination of the planned community may be accomplished only in accordance with Section 5220 of the Act.

ARTICLE XV.
DAMAGE TO OR DESTRUCTION OF PROPERTY

Section 15.1. Duty to Restore.

The portion of the Planned Community for which insurance is required under the By-Laws or Section 5312 of the Act for which insurance carried by the Association is in effect, whichever is more extensive, that is damaged or destroyed must be repaired or replaced promptly by the Association unless:

(a) the Planned Community is terminated;
(b) repair or replacement would be illegal under state statute or municipal ordinance governing health or safety: or
(c) eighty percent (80%) of the Unit Owners vote not to rebuild or repair.

Section 15.2. Cost.

The cost of repair or replacement in excess of insurance proceeds and reserves is a Common Expense.

Section 15.3. Plat.

The property must be repaired and restored in accordance with either the original Plat and specifications or other plans and specifications which have been approved by the Executive Board.

Section 15.4. Insurance Proceeds.

The Executive Board of the Association, acting by the President, shall hold any insurance proceeds in trust for the Association, Unit Owners and lien holders as their interests may appear. Subject to the provisions of Section 16.1 (a) through subsection 16.1(c) of this Declaration, the proceeds shall be disbursed first for the repair or restoration of the damaged property, and the Association, Unit Owners and lien holders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the property has been completed, repaired or restored or the Planned Community has been terminated.

ARTICLE XVI.
INSURANCE

Section 16.1. Coverage.

To the extent reasonably available, the Executive Board shall obtain and maintain insurance coverage as set forth in this Article. If such insurance is not reasonably available, and the Executive Board determines that any insurance described herein will not be maintained, the Executive Board shall cause notice of that fact to be hand delivered or be sent prepaid by United States mail to all Unit Owners and eligible mortgagees at their respective last know addresses.

Section 16.2. Property Insurance.

(a) Property insurance covering:

(i) the project facilities (which term means all structures and improvements on the Common Elements); and

(ii) all personal property owned by the Association.

(b) Amounts. The project facilities for an amount (after application of any deductions) equal to one hundred percent (100%) of their actual cash value at the time the insurance is purchased and at each renewal date. Personal property owned by the Association for an amount equal to its actual cash value.

The Executive Board is authorized to obtain appraisals periodically for the purpose of establishing said replacement costs of the project facilities and the actual cash value of the personal property and the cost of such appraisals shall be a Common Expense.
The maximum deductible for insurance policies shall be not more than Two Thousand ($2,000.00) Dollars or one percent (1 %) of the policy face amount whichever is greater.

(c) Risks insured against. The insurance shall afford protection against all risks of direct physical loss commonly insured against.

(d) Other provisions. Insurance policies required by this Section shall provide that:

(i) the insurer waives the right to subrogation under the policy

(ii) against a Unit Owner or member of the household of Unit Owner;

(iii) An act or omission by a Unit Owner, unless acting within the scope of the Unit Owner’s authority on behalf of the Association will not void the policy or be a condition to recovery under the policy.

(iv) If, at the time of a loss under the policy, there is other insurance in the name of the Unit Owner covering the same risk covered by the policy, the Association’s policy provides primary insurance.

(v) Loss must be adjusted within the Association.

(vi) Insurance proceeds must be paid to any insurance trustee designated in the policy for that purpose, and in the absence of such designation to the Association, in either case to be held in trust for each Unit Owner and each Unit Owner’s mortgagee.

(vii) The insurer may not cancel or refuse to renew the policy until thirty (30) days after notice of the proposed cancellation or a nonrenewal has been mailed to the Association, each Unit Owner and each holder of a mortgage to whom a certificate or memorandum of insurance has been issued at their respective last known addresses.

(viii) The name of the insured shall be substantially as follows: Heights of Beacon Hill Homeowners’ Association, Inc., for the use and benefit of the individual Unit Owners.

Section 16.3. Liability Insurance.

Liability insurance including medical payments insurance, in an amount determined by the Executive Board, but in no event less than One Million ($1,000,000.00) Dollars covering all occurrences commonly insured against for death, bodily injury and property damage arising out of or in connection with the use, ownership or maintenance of the Common Elements, and the activities of the Association.

(a) Other Provisions. Insurance policies carried pursuant to this Section shall provide that:

(i) Each Owner is an insured person under the policy with respect to liability arising out of the Unit Owner’s interest in the Common Elements or membership in the Association.
(ii) The insured waives the right to subrogation under the policy against a Unit Owner or member of the household of Unit Owner;

(iii) An act or omission by a Unit Owner, unless acting within the scope of the Unit Owner’s authority on behalf of the Association will not void the policy or be a condition to recovery under the policy.

(iv) If at the time of a loss under the policy there is other insurance in the name of a Unit Owner covering the same residence covered by the policy, the policy of the Association provides primary insurance.

(v) The insurer issuing the policy may not cancel or refuse to renew it until thirty (30) days after notice of the proposed cancellation or non-renewal has been mailed to the Association, each Unit Owner and each holder of a mortgage to whom a certificate or a memorandum of insurance has been issued at the last known addresses.

Section 16.4. Fidelity Bonds.

A blanket fidelity bond is required for anyone who either handles or is responsible for funds held or administered by the Association, whether or not they receive compensation for their services. The bond shall name the Association as obligee and shall cover the maximum funds that will be in the custody of the Association or the manager at any time while the bond is in force and in no event less than the seven three month assessments plus reserve funds. The cost of the fidelity bond shall be a Common Expense.

Section 16.5. Unit Owner Policies.

An insurance policy issued to the Association does not prevent a Unit Owner from obtaining insurance for his or her own benefit.

Section 16.6. Workers Compensation Insurance.

The Executive Board shall obtain and maintain workers compensation insurance, if applicable, to meet the requirements of the laws of the Commonwealth of Pennsylvania.

Section 16.7. Directors and Officers Liability Insurance.

The Executive Board shall obtain and maintain Directors and Officers liability insurance if available covering all of the Directors and Officers of the Association in such limits as the Executive Board may from time to time determine.

Section 16.8. Other Insurance.

The Association may carry other insurance which the Executive Board considers appropriate to protect the Association or the Unit Owners.

Section 16.9. Premiums.

Insurance premiums shall be a Common Expense.
ARTICLE XVII.
ARCHITECTURAL CONTROL COMMITTEE

Section 17.1. Review by Committee.

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Executive Board of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fail to approve or disapprove such design and location within forty-five (45) days after said plans and modifications have been submitted to it, or in any event, if no suit to enjoin the addition, alteration or change has been commenced prior to the completion thereof, approval will not be required and this Article will be deemed to have been fully complied with.

IN WITNESS WHEREOF, the undersigned, on behalf of the Association, has caused these presents to be executed the day and year first above written.

ATTEST:

HEIGTHS OF BEACON HILL
HOMEOWNERS’ ASSOCIATION, INC.

______________________________ By:______________________________

Name:______________________________

Title:______________________________

Date:______________________________

ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF ________________________

This record was acknowledged before me on ________________________, 2018 by ________________________, as (Vice) President, who represents that he/she is authorized to act on behalf of the Council for the Borough of Jonestown, Lebanon County, Pennsylvania.

______________________________
Notarial Officer

My commission expires: 962967
EXHIBIT "A"

PHASE I

ALL THAT CERTAIN tract or parcel of land being situate in Lower Allen Township, Cumberland County, Pennsylvania, more particularly bounded and described as follows, to wit:

BEGINNING at a concrete monument on the western right-of-way line of Capitol View Drive, a 60 foot wide street, said point being the southeastern corner of lands N/F the Final Land Development Plan of Hunter's Ridge; THENCE along the eastern line of said lands North 24 degrees 00 minutes 01 seconds East a distance of 907.25 feet to a point on the centerline of proposed Capitol View Drive; THENCE along said centerline along a curve to the right having a radius of 881.97 feet and an arc length of 12.88 feet, said arc being subtended by a chord of South 71 degrees 45 minutes 10 seconds East a distance of 12.88 feet to a point; THENCE North 24 degrees 37 minutes 31 seconds East a distance of 30.12 feet to a concrete monument on the southern line of lands N/F of Lower Allen Township; THENCE along said line along a curve to the right having a radius of 411.97 feet and an arc length of 250.69 feet, said arc being subtended by a chord of South 52 degrees 57 minutes 37 seconds East a distance of 246.84 feet to a point; THENCE continuing South 35 degrees 31 minutes 34 seconds East a distance of 43.40 feet to a point, said point being the southeastern corner of lands N/F Lower Allen Township; THENCE along the eastern line of said lands the following three (3) courses; North 54 degrees 28 minutes 28 seconds East a distance of 9.14 feet to a concrete monument; THENCE North 79 degrees 08 minutes 26 seconds East a distance of 211.93 feet to a concrete monument; THENCE North 29 degrees 52 minutes 26 seconds East a distance of 179.81 feet to a concrete monument, said concrete monument being on the southern line of lands N/F the United States of America; THENCE along the southern line of said lands South 60 degrees 07 minutes 29 seconds East a distance of 47.95 feet to a concrete monument on the line of remaining lands N/F Phase 4 of the Heights of Beacon Hill PRD; THENCE continuing along said line the following twenty-six (26) courses; South 50 degrees 57 minutes 23 seconds East a distance of 125.14 feet to a point; THENCE South 60 degrees 13 minutes 57 seconds East a distance of 50.00 feet to a point; THENCE along
a curve to the left having a radius of 525.00 feet and an arc length of 16.19 feet, said arc being subtended by a chord of South 30 degrees 39 minutes 04 seconds East a distance of 16.19 feet to a point; THENCE along a curve to the left having a radius of 10.00 feet and an arc length of 15.05 feet, said arc being subtended by a chord of South 11 degrees 35 minutes 23 seconds East a distance of 18.67 feet to a point; THENCE North 77 degrees 50 minutes 05 seconds East a distance of 142.78 feet to a point; THENCE South 23 degrees 17 minutes 49 seconds East a distance of 129.29 feet to a point; THENCE South 40 degrees 33 minutes 45 seconds East a distance of 66.56 feet to a point; THENCE South 58 degrees 13 minutes 55 seconds East a distance of 83.69 feet to a point; THENCE South 31 degrees 48 minutes 06 seconds West a distance of 42.53 feet to a point; THENCE South 50 degrees 33 minutes 36 seconds East a distance of 94.41 feet to a point; THENCE along a curve to the left having a radius of 425.00 feet and an arc length of 66.04 feet, said arc being subtended by a chord of South 35 degrees 34 minutes 45 seconds West a distance of 66.00 feet to a point; THENCE South 31 degrees 48 minutes 06 seconds West a distance of 14.32 feet to a point; THENCE South 59 degrees 00 minutes 06 seconds East a distance of 50.00 feet to a point; THENCE along a curve to the left having a radius of 10.00 feet and an arc length of 15.81 feet, said arc being subtended by a chord of South 13 degrees 29 minutes 07 seconds East a distance of 14.21 feet to a point; THENCE South 58 degrees 48 minutes 20 seconds East a distance of 35.55 feet to a point; THENCE along a curve to the left having a radius of 1975.00 feet and an arc length of 321.50 feet, said arc length being subtended by a chord of South 54 degrees 08 minutes 31 seconds East a distance of 321.15 feet to a point; THENCE North 40 degrees 50 minutes 42 seconds East a distance of 109.37 feet to a point; THENCE North 50 degrees 02 minutes 24 seconds West a distance of 54.39 feet to a point; THENCE North 51 degrees 48 minutes 34 seconds West a distance of 64.39 feet to a point; THENCE North 53 degrees 34 minutes 45 seconds West a distance of 64.39 feet to a point; THENCE North 55 degrees 02 minutes 58 seconds West a distance of 64.39 feet to a point; THENCE North 55 degrees 59 minutes 08 seconds East a distance of 85.89 feet to a point; THENCE North 52 degrees 16 minutes 00 seconds East a distance of 144.20 feet to a point; THENCE North 43 degrees 10 minutes 12 seconds East a distance of 94.78 feet to a point; THENCE North 25 degrees 24 minutes 02 seconds East a distance of 94.78 feet to a point; THENCE North 11 degrees 36 minutes 08 seconds East a distance of 95.52 feet to a point, said point being on the western line of lands NYF Harry & Suzy Grossman, said point also on the corporate line of the Borough of New Cumberland; THENCE along said corporate line the following four (4)
courses said South 14 degrees 24 minutes 22 seconds East a distance of 261.00 feet to a concrete monument; \textit{THENCE} South 00 degrees 39 minutes 43 seconds East a distance of 144.32 feet to a concrete monument; \textit{THENCE} South 00 degrees 23 minutes 55 seconds East a distance of 183.58 feet to a point; \textit{THENCE} South 00 degrees 08 minutes 28 seconds East a distance of 114.61 feet to a point, said point being on the western line of lands N/F John and Mary Knoll; \textit{THENCE} along the line of remaining lands N/F of the Heights of Beacon Hill PRD the following fourteen (14) courses North 46 degrees 23 minutes 23 seconds West a distance of 190.66 feet to a point; \textit{THENCE} North 48 degrees 16 minutes 13 seconds West a distance of 54.39 feet to a point; \textit{THENCE} South 40 degrees 50 minutes 42 seconds West a distance of 159.87 feet to a point; \textit{THENCE} along a curve to the left having a radius of 1925.00 feet and an arc length of 333.11 feet, said arc being subtended by a chord of North 53 degrees 48 minutes 58 seconds West a distance of 332.69 feet to a point; \textit{THENCE} North 58 degrees 46 minutes 20 seconds West a distance of 36.25 feet to a point; \textit{THENCE} along a curve to the left having a radius of 10.00 feet and an arc length of 15.61 feet, said arc being subtended by a chord of South 76 degrees 30 minutes 53 seconds West a distance of 14.07 feet to a point; \textit{THENCE} South 31 degrees 45 minutes 06 seconds West a distance of 73.72 feet to a point; \textit{THENCE} along a curve to the left having a radius of 10.00 feet and an arc length of 12.47 feet, said arc being subtended by a chord of South 03 degrees 55 minutes 18 seconds East a distance of 11.68 feet to a point; \textit{THENCE} along a curve to the right having a radius of 100.00 feet and an arc length of 47.16 feet, said arc being subtended by a chord of South 26 degrees 08 minutes 07 seconds East a distance of 46.72 feet to a point; \textit{THENCE} along a curve to the left having a radius of 10.00 feet and an arc length of 12.47 feet, said arc being subtended by a chord of South 04 degrees 24 minutes 59 seconds East a distance of 11.68 feet to a point; \textit{THENCE} South 49 degrees 51 minutes 35 seconds West a distance of 50.00 feet to a point; \textit{THENCE} along a curve to the left having a radius of 10.00 feet and an arc length of 12.47 feet, said arc being subtended by a chord of North 75 degrees 51 minutes 48 seconds West a distance of 11.68 feet to a point; \textit{THENCE} along a curve to the right having a radius of 100.00 feet and an arc length of 50.30 feet, said arc being subtended by a chord of South 22 degrees 49 minutes 23 seconds West a distance of 49.77 feet to a point; \textit{THENCE} South 31 degrees 48 minutes 06 seconds West a distance of 293.29 feet to a concrete monument, said monument being on the northern right-of-way line of Beacon Hill Boulevard (Existing), a 70 foot wide street; \textit{THENCE} along said right-of-way line along a curve to the left having a radius of 780.23 feet and an arc length of 693.56 feet, said arc being
subtended by a chord of South 82 degrees 07 minutes 14 seconds East a distance of 670.95 feet to a concrete monument identified as the Primary Control Point; THENCE along a curve to the right having a radius of 15.00 feet and an arc length of 22.71 feet, said arc being subtended by a chord of North 64 degrees 12 minutes 30 seconds West a distance of 20.60 feet to a point, said point being on the eastern right-of-way line of Capitol View Drive (Existing), a 60 foot wide street; THENCE along said right-of-way line the following three (3) courses North 20 degrees 49 minutes 49 seconds West a distance of 56.13 feet to a concrete monument; THENCE along a curve to the left having a radius of 180.00 feet and an arc length of 282.92 feet, said arc being subtended by a chord of North 65 degrees 51 minutes 28 seconds West a distance of 254.68 feet to a point; THENCE South 69 degrees 06 minutes 54 seconds West a distance of 183.26 feet to a concrete, the PLACE OF BEGINNING.

CONTAINING: 1,111,215.60 square feet or 25.51 acres.
EXHIBIT “A”  
PHASE II

ALL THAT CERTAIN tract or parcel of land known as Phase 2 on that certain Final Subdivision Plan for the Heights of Beacon Hill situate in Lower Allen Township, Cumberland County, Pennsylvania, prepared by Melham Associates, PC, dated August 14, 1998, last revised and recorded in Plan Book ______ Page______________, more particularly bounded and described as follows, to wit:

BEGINNING at a concrete monument, on the northern right-of-way line of Lowell Lane, East of the intersection with Sconsett Way and being the Southwest corner of Lot #98 as shown on the aforesaid Plan; thence North 50 degrees 57 minutes 23 seconds West, 125.14 feet to an iron pin (found), at a corner of lands now or formerly of the United States of America; thence along said lands of the United States of America, North 29 degrees 46 minutes 03 seconds East, 509.00 feet to a point, at a corner of lands now or formerly of Albert and Elizabeth Schaffhauser; thence along said lands of Schaffhauser, South 64 degrees 33 minutes 57 seconds East, 54.73 feet to a point, at a corner of lands now or formerly of C.F. & Lavina Mailey; thence along said lands of Mailey, North 58 degrees 17 minutes 03 seconds East, 135.74 feet to a point, at a corner of lands now or formerly of Harry and Suzy Grossman; thence along said lands of Grossman, the following three (3) courses and distances: (1) South 19 degrees 28 minutes 46 seconds East, 292.74 feet to a point; (2) South 14 degrees 24 minutes 22 seconds East, 392.12 feet to an iron pin (found); and (3) South 00 degrees 39 minutes 43 seconds East, 144.32 feet to an iron pin (found) on the northern right-of-way of 4th Street; thence running along the aforesaid road, along lands now or formerly of Robert and Marjorie Stahle, and lands now or formerly of Mahlon and Nancy Haines, South 00 degrees 23 minutes 55 minutes East, 183.68 feet to a point, at a corner of lands of Haines and John and Mary Knoll; thence along said lands of Knoll, along lands now or formerly of Inez Parkins, and lands now or formerly of Robert Sheaffer, South 00 degrees 08 minutes 28 seconds West, 440.07 feet to an angle iron (found), at a corner of lands of said Sheaffer; thence along The Heights of Beacon Hill, Phase 3, the following twenty (20) courses and distances: (1) North 63 degrees 44 minutes 09 seconds West, 121.54 feet to a point; (2) North 48 degrees 57 minutes 37 seconds West, 98.86 feet to a point on the eastern right-of-way of Sconsett Way, being the point of beginning of a temporary cul-de-sac; (3) across said temporary cul-de-sac, North 48 degrees 57 minutes 37 seconds West, 82.63 feet to a point; (4) leaving said right-of-way, North 48 degrees 57 minutes 37 seconds West, 82.63 feet to a point; (5) North 21 degrees 43 minutes 31 seconds West, 34.31 feet to a point; (6) North 48 degrees 03 minutes 12 seconds West, 99.15 feet to a point; (7) North 49 degrees 51 minutes 25 seconds West, 65.33 feet to a point; (8) North 50 degrees 57 minutes 37 seconds West, 64.46 feet to a point; (9) North 51 degrees 54 minutes 56 seconds West, 65.33 feet to a point; (10) North 50 degrees 37 minutes 50 seconds West, 75.68 feet to a point; (11) South 77 degrees 22 minutes 30 seconds West, 33.84 feet to a point on the northern right-of-way of Tisbury Circle; (12) along said right-of-way, along a curve to the left, having a radius of 100.00 feet, an arc length of 47.16 feet, a chord bearing of North 26 degrees 08 minutes 07 seconds West, 46.72 feet to a point; (13) along a curve to the right, having a radius of 10.00 feet, an arc length of 12.47 feet, a chord bearing of North 03 degrees 55 minutes 18 seconds West, 11.68 feet to a point on the southern right-of-way of Lowell Lane; (14) along the aforesaid right-of-way, North 31 degrees 48 minutes 06 seconds East, 73.72 feet to a point; (15) along a curve to the right, having a radius of 10.00 feet, an arc length of 15.61 feet, a chord bearing North 76 degrees 30 minutes 53 seconds East, 14.07 feet to a point on the southern right-of-way of Sconsett Way; (16) across the aforesaid right-of-way, North 32 degrees 01 minute 53 seconds East, 50.00 feet to a point on the northern right-of-way of Sconsett Way; (17) along the same with a curve to the right, having a radius of 10.00 feet, an arc length of 10.10 feet, a chord bearing of North 13 degrees 29 minutes 07 seconds West, 14.21 feet to a point on the eastern right-of-way of Lowell Lane; (18) across the same, North 59 degrees 00 minutes 06 seconds West, 50.00 feet to a point on the western right-of-way of Lowell Lane; (19) along the same, North 31 degrees 48 minutes 06 seconds East, 14.32 feet to a point; (20) along a curve to the right, having a radius of 425.00 feet, an arc
length of 56.06 feet, a chord bearing of North 35 degrees 34 minutes 45 seconds East, 56.00 feet to a
point; thence leaving the aforesaid right-of-way and along Phase 1 of Heights of Beacon Hill the
following nine (9) courses and distances: (1) North 50 degrees 38 minutes 36 seconds West, 94.41 feet to
a point; (2) North 31 degrees 48 minutes 06 seconds East, 42.53 feet to a point; (3) North 56 degrees 13
minutes 55 seconds West, 93.69 feet to a point; (4) North 40 degrees 33 minutes 45 seconds West, 66.56
feet to a point; (5) North 23 degrees 17 minutes 49 seconds West, 129.29 feet to a point; (6) South 77
degrees 50 minutes 05 seconds West, 142.78 feet to a point on the eastern right-of-way of Sconsett Way;
(7) along the same, along a curve to the right, having a radius of 10.00 feet, an arc length of 15.05 feet, a
chord bearing of North 11 degrees 35 minutes 23 seconds West, 13.67 feet to a point on the southern
right-of-way of Lowell Lane; (8) along the same, along a curve to the right, having a radius of 525.00
feet, an arc length of 16.19 feet, a chord bearing of North 30 degrees 39 minutes 04 seconds East, 16.19
feet to a point; (9) across the said right-of-way of Lowell Lane, North 60 degrees 13 minutes 57 seconds
West, 50.00 feet to the point and place of BEGINNING.

CONTAINING 19.82 acres or 863,359.2 square feet.

BEING a portion of the same premises which Beacon Hill Heights Development Corporation, a
Pennsylvania corporation, by its Deed dated May 28, 1997 and recorded in the Office of the Recorder of
Deeds in and for Cumberland County, Pennsylvania in Deed Book 158, Page 520 granted and conveyed
unto BHH Partners, a Pennsylvania general partnership.
EXHIBIT "A"
PHASE III

ALL THAT CERTAIN tract of land situate in the Township of Lower Allen, County of Cumberland and Commonwealth of Pennsylvania, more particularly bounded and described as follows, to wit:

BEGINNING at a point on the northerly right-of-way line of Capitol View Drive at the Hunters Ridge Development; thence by Hunter's Ridge Development, North 24 degrees 00 minutes 01 seconds East, a distance of 907.25 feet to a point in the center line of Capitol View Drive, thence through the centerline of Capitol View Drive by a curve to the right having a radius of 381.97 feet, an arc distance of 12.88 feet to a point; thence crossing Capitol View Drive, North 24 degrees 37 minutes 31 seconds East, a distance of 30.12 feet to a point on the northerly line of Capitol View Drive; thence by the northerly line of Capitol View Drive by a curve to the right having a radius of 411.97 feet, an arc distance of 250.69 feet to a point; thence by same, South 35 degrees 31 minutes 34 seconds East, a distance of 48.40 feet to a point on the northern line of Capitol View Drive; thence by lands now or late of Lower Allen Township, North 54 degrees 28 minutes 26 seconds East, a distance of 9.14 feet to a point; thence by same, North 79 degrees 08 minutes 26 seconds East, a distance of 211.93 feet to an iron pin; thence by same, North 29 degrees 52 minutes 26 seconds East, a distance of 179.18 feet to an iron pin; thence by lands of the United States of America, South 60 degrees 07 minutes 28 seconds East, a distance of 47.95 feet to a point; thence by same, North 29 degrees 46 minutes 03 seconds East, a distance of 509.00 feet to a point; thence by land now or late of Schaffhauser, South 64 degrees 33 minutes 57 seconds East, a distance of 547.13 feet to a point at lands now or late of Manley; thence by same, North 58 degrees 17 minutes 03 seconds East, a distance of 135.74 feet to a point at lands now or late of Grossman; thence by same, South 19 degrees 28 minutes 46 seconds East, a distance of 292.74 feet to a point; thence by same, South 14 degrees 24 minutes 22 seconds East, a distance of 392.12 feet to an iron pin; thence by same, South 00 degrees 39 minutes 43 seconds East, a distance of 144.32 feet to an iron pin; thence by 4th Street (unopened), lands now or late of Stahle and Haines, South 00 degrees 23 minutes 55 seconds East, a distance of 183.68 feet to an iron pin; thence by lands of Knoll, Parkins and Sheaffer, South 00 degrees 08 minutes 28 seconds West, a distance of 440.07 feet to an angle iron; thence by lands now or late of Sheaffer, RAECHLE, Stoner, Ruble, Folk and Berg, South 20 degrees 48 minutes 05 seconds East, a distance of 957.67 feet to an iron pin; thence by land of Berg, South 47 degrees 14 minutes 00 seconds East, a distance of 753.43 feet to a point; thence by same, South 67 degrees 14 minutes 56 seconds East, a distance of 49.35 feet to a point on the western right-of-way line of Popular Avenue; thence by same, South 02
degrees 37 minutes 34 seconds West, a distance of 196.77 feet to a point on the North side of Beacon Hill Boulevard; thence by the northern line of Beacon Hill Boulevard, North 81 degrees 51 minutes 39 seconds West, a distance of 583.63 feet to a point; thence by same by a curve to the right having a radius of 421.45 feet, an arc distance of 395.54 feet to a point; thence by same, North 27 degrees 41 minutes 16 seconds West, a distance of 831.61 feet to a point; thence by a curve to the left having a radius of 1591.58 feet an arc distance of 737.86 feet to a point; thence by same, North 54 degrees 15 minutes 01 second West, a distance of 77.74 feet to a point; thence by same by a curve to the left having a radius of 780.23 feet an arc distance of 726.31 feet to a point; thence by same by a curve to the right having a radius of 15.00 feet an arc distance of 22.71 feet to a point on the northern line of Capitol View Drive; thence by same, North 20 degrees 49 minutes 49 seconds West, a distance of 56.13 feet to a point; thence by same by a curve to the left having a radius of 180.00 feet, an arc distance of 282.92 feet to a point; thence by same, South 69 degrees 06 minutes 54 seconds West, a distance of 183.25 feet to the point and place of BEGINNING.

LESS AND EXCEPTING Phase 1 as shown on the Final Subdivision Plan of The Heights of Beacon Hill recorded in Plan Book 75, Page 3, and LESS AND EXCEPTING Phase 2 as shown on the Final Subdivision Plan recorded in Plan Book ____, Page ____.