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



Barbara A. Stringer
Barbara A. Stringer
Recorder of Deeds

DECLARATION OF BLOSSOM HILL
A PLANNED COMMUNITY

Pursuant to the provisions of the
Pennsylvania Uniform Planned Community Act,
68 Pa. C.S. §5101 *et. seq.*, as amended

003474

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TABLE OF CONTENTS

	Page
ARTICLE I	
SUBMISSION; DEFINED TERMS	
Section 1.1 <u>Declarant; Property; County; Name</u>	1
Section 1.2 <u>Easements</u>	1
Section 1.3 <u>Defined Terms</u>	2
ARTICLE II	
COMMON EXPENSE ALLOCATION; VOTES IN ASSOCIATION; UNIT IDENTIFICATION AND BOUNDARIES; MAINTENANCE RESPONSIBILITIES; SUBDIVISION OF UNITS	
Section 2.1 <u>Common Expense Allocation; Votes</u>	5
Section 2.2 <u>Unit Boundaries</u>	5
Section 2.3 <u>Maintenance Responsibilities</u>	6
Section 2.4 <u>Township Rights to Enforce Maintenance</u>	6
Section 2.5 <u>Relocation of Boundaries; Subdivision of Units</u>	7
Section 2.6 <u>Alteration of Townhouses and Duplex Units</u>	7
ARTICLE III	
COMMON ELEMENTS	
Section 3.1 <u>Common Elements</u>	8
Section 3.2 <u>Community Center</u>	10
Section 3.3 <u>Conveyance; Completion Bonds</u>	10
ARTICLE IV	
EASEMENTS	
Section 4.1 <u>Additional Easements</u>	12
Section 4.2 <u>Rights of Association</u>	17
Section 4.3 <u>Right to Enter Property</u>	17
Section 4.4 <u>Models, Sales</u>	17
ARTICLE V	
AMENDMENT OF DECLARATION	
Section 5.1 <u>Amendment Generally</u>	18
Section 5.2 <u>Rights of Certain Mortgagees</u>	18
ARTICLE VI	
CONVERTIBLE REAL ESTATE	
Section 6.1 <u>Reservation</u>	18
Section 6.2 <u>Assurances</u>	19

BK 0578PG2573

ARTICLE VII
OPTION TO WITHDRAW REAL ESTATE 19
Section 7.1 Withdrawable Real Estate 19

ARTICLE VIII
ARCHITECTURAL CONTROL AND DESIGN,
USE RESTRICTIONS AND OTHER OBLIGATIONS 20
Section 8.1 Architectural Control and Design, Use and Other Restrictions 20
Section 8.2 No Liability 25
Section 8.3 Common Element Use Restrictions 25
Section 8.4 Variances 25
Section 8.5 Enforcement 26
Section 8.6 New Construction 26
Section 8.7 Survival 26

ARTICLE IX
MORTGAGES 26
Section 9.1 Mortgages 26

ARTICLE X
EXECUTIVE BOARD; INSURANCE 27
Section 10.1 Additional Powers 27
Section 10.2 Resolution of Disputes 27
Section 10.3 Insurance 28

ARTICLE XI
BUDGETS; COMMON EXPENSES; ASSESSMENTS AND ENFORCEMENT ... 28
Section 11.1 Annual Assessments; Monthly Payments 28
Section 11.2 Subordination of Certain Charges 28
Section 11.3 Reserves 28
Section 11.4 Accounting 29
Section 11.5 Acceleration 29
Section 11.6 Collection of Charges 29

ARTICLE XII
RIGHTS OF CERTAIN MORTGAGEES AND OTHER REQUIRED CONSENTS .. 30
Section 12.1 Reports and Notices 30
Section 12.2 Further Consents 31

ARTICLE XIII
DECLARANT'S RIGHTS 31
Section 13.1. Control 31
Section 13.2 Assignment 32

ARTICLE XIV
DUTIES OF OFFICERS AND MEMBERS OF EXECUTIVE BOARD;
LIMITATION OF LIABILITY

	32
Section 14.1 <u>Standard of Conduct</u>	32
Section 14.2 <u>Good Faith Reliance</u>	33
Section 14.3 <u>Limited Liability</u>	33
Section 14.4 <u>Indemnification</u>	33
Section 14.5 <u>D & O Insurance</u>	34

ARTICLE XV
GENERAL PROVISIONS

	34
Section 15.1 <u>Enforcement</u>	34
Section 15.2 <u>Severability</u>	34
Section 15.3 <u>Compliance</u>	34
Section 15.4 <u>Limitation of Association Liability</u>	34
Section 15.5 <u>Applicable Law</u>	35

ARTICLE I
SUBMISSION; DEFINED TERMS

Section 1.1 Declarant; Property; County; Name. DGB Properties, LP ("Declarant"), a Pennsylvania limited partnership, owner in fee simple of the Real Estate described in Exhibit "1" attached hereto and in Declarant's subdivision plan recorded in the Office of the Recorder for Mifflin County, Pennsylvania in Map Book 24, Page 107, located in the Township of Derry, Mifflin County, Pennsylvania, hereby submits such Real Estate, including all easements, rights and appurtenances thereunto belonging and the improvements erected or to be erected thereon (collectively, the "Property") to the easements, covenants and restrictions hereinafter set forth and to those provisions of the Pennsylvania Uniform Planned Community Act, 68 Pa. C.S. §5101 *et seq.* (the "Act") enumerated, and hereby creates with respect to the Property a Planned Community, to be known as "Blossom Hill" (the "Community").

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

- a. SUBJECT TO the terms and conditions of the Highway Occupancy Permit recorded in Deed Book 508, Page 1911.
- b. SUBJECT TO Deeds of Easement and Rights of Way right of way recorded in Deed Book 520, Pages 4430 and 4443 relating to the installation and maintenance of public water and other utility lines.
- c. SUBJECT TO an easement around and rights of access to the cemetery shown in the Plat easement as set forth in Record Book 479, Page 139.
- d. SUBJECT TO an easement permitting access to Green Avenue set forth in Record Book 476, Page 125 .
- e. SUBJECT TO sanitary sewer easement agreements and public water service easements in favor of Derry Township Sanitary Sewer Authority as shown in the Plat and Master Plan for services provided within the Community.
- f. SUBJECT TO rights-of-way and deeds of dedication granted or to be granted by the Declarant to Derry Township to be recorded in the Office of the Recorder for Mifflin County in connection with the Declarant's dedication of the streets and roads within the Community to Derry Township as shown in the Master Plan.
- g. TOGETHER WITH AND SUBJECT TO easements and restrictions benefitting and burdening the Property, and portions thereof, as shown in the Master Plan and the Plat.

Section 1.3 Defined Terms. Capitalized terms not otherwise defined herein or in the Plats and Plans shall have the meanings specified or used in the Act. The following terms are used or defined in general terms in the Act and shall have specific meanings herein as follows:

- a. "Association" means the home owners association of the Community and shall be known as the "Blossom Hills Home Owners Association."
- b. "Builder" means a person or entity among whose principal businesses is constructing single family residences and who acquires legal or equitable title to any Unit with the intention of erecting a single family residence thereon and then selling such residence, together with its interest in the Unit, to its customer, or who is engaged by the owner of a Unit to erect a single family residence on his or her Unit, provided, however that the term "Builder" shall only refer to the person or entity that erects the first single family residence on the Unit. "Builder" shall include, without limitation, Berks Construction Co., Inc..
- c. "Bylaws" means the bylaws regulating the affairs of the Association, as they may be amended from time to time.
- d. "Common Elements" means all portions of the Community other than the Units as more particularly described in Article III, plus all Controlled Facilities and other portions of the Community and facilities serving the Community identified as Common Elements in Article III, but excluding street rights-of-way, streets, sanitary sewer lines, and water lines when and if dedicated to the municipalities and municipal authorities, as the case may be. "Limited Common Elements" shall mean portions of the Common Elements appurtenant to fewer than all the Units, if any.
- e. "Common Expenses" means all expenses incurred to maintain, repair, reconstruct, and operate the Common Elements and the Association. "General Common Expenses" means Common Expenses other than Limited Common Expenses. "Limited Common Expenses" means expenses incurred to maintain, repair, and reconstruct, Limited Common Elements.
- f. "Community" means Blossom Hill, a Planned Community described in Section 1.1 above and created by this Declaration.
- g. "Controlled Facility and Controlled Facilities" mean real estate within the Community, whether or not part of a Unit, that is not owned by the Association, or structures thereon, which are maintained, improved, repaired, replaced, regulated, managed, insured or controlled by the Association.
- h. "Convertible Real Estate" means all the land included in any Future Phase of the Property as shown in the Plat, so long as Declarant continues to have the right under the Act and hereunder to create and add Units to the Community.
- i. "Declarant" means DGB Properties, LP set forth in Section 1.1 above

and all successors to any Special Declarant Rights, as defined and provided in the Act.

j. "Declaration" means this document, as the same may be amended from time to time.

k. "Duplex Home" means a residential structure erected on a Unit and that shares one party wall with another Duplex Home.

l. "Dwelling" means a single family dwelling constructed or to be constructed on a Unit.

m. "Executive Board" means the Executive Board of the Association, and as defined in the Bylaws of the Association. The Executive Board will consist of five (5) members.

n. "First Priority Mortgage" means a first mortgage to (i) the Declarant, (ii) the seller of a Unit, (iii) a bank, trust company, savings bank, savings and loan association, mortgage service company, insurance company, credit union, pension fund, or similar institutional investor or lender, and (iv) any other mortgagee approved by the Executive Board. A holder, insurer, or guarantor of a First Priority Mortgage and all successors and assigns of any of the above, which may include, but is not limited to the Federal National Mortgage Association the Federal Home Loan Mortgage Corporation, the Federal Housing Administration, and the Veteran's Administration shall be referred to as First Priority Mortgagees."

o. "Future Phase" and "Future Phases" means the portions of the Property not included in Phase 1 as shown in the Plat and the Master Plan.

p. "Lot" means a lot as laid out and shown in the Master Plan.

q. "Master Plan" means the Master Plan for Blossom Hill, a planned residential development, phases of which that receive final approval from the Township from time to time and are recorded in the Office of the Recorder for Mifflin County, Pennsylvania.

r. "Open Space" means Lots that are Common Elements to the extent not improved with Structures, but upon which Storm Water Management Facilities, recreational facilities, walkways, and other improvements may be built or installed and labeled as such in the Master Plan.

s. "Plat" and "Plats and Plans" means the Plat of the Community recorded with this Declaration in the Office of the Recorder for Mifflin County, Pennsylvania, a reduced copy of which is attached hereto in Exhibit "2" and made a part hereof, as the same may be amended from time to time. From time to time the Plat and Exhibits "1," "2" and "3" hereof shall be amended to reflect the addition of Units as Convertible Real Estate is added to the Community and to reflect the removal of portions of the Property as

Withdrawable Real Estate as it is withdrawn. Because the Units are building lots and not the Dwellings erected thereon, there are no "Plans" as defined or contemplated by the Act

- t. "Property" means the Property described in Section 1.1 above.
- u. "Rules and Regulations" means the rules and regulations as promulgated by the Executive Board from time to time with respect to use of the Common Elements.
- v. "Single Family Detached Home" means a residential structure erected on a Single Family Unit and that is not connected to any other Dwelling.
- w. "Storm Water Management Facilities" means all the land areas and improvements within and adjacent to the Property devoted to the purpose of detaining, retaining, directing, or controlling the volume, rate, or direction of storm water flow, including but not limited to swales, detention basins, diversion terraces, drainage easements, dissipation devices, infiltration structures, retaining walls, inlets, headwalls, sedimentation basins, seepage pits and drenches, and storm sewers.
- x. "Structure" means any man-made object having an ascertainable stationary location on or in land or water, whether or not affixed to the land, including, but not limited to, buildings, fences, tennis courts, swimming pools, pavilions, tents, gazebos, garages, storage buildings or sheds, signs, abutments, ornamental projections, exterior fixtures, lights, or poles.
- y. "Townhouse" means a residential structure erected upon a Unit and that shares one or more walls with another residential structure erected upon an adjoining Unit.
- z. "Townhouse and Duplex Amenities" means those maintenance and repair services to Limited Common Elements appurtenant to the Townhouse Units as described in paragraph (b) of Section 2.3.
- aa. "Township" mean the Township of Derry, Mifflin County, Pennsylvania and within which the Community is located.
- bb. "Unit" means a Lot within the Community as described and shown in the Plat and shown as a "Lot" in the Master Plan, but excluding any Lot that is designated as Open Space or a Common Element. When used in this Declaration, "Lot" shall also mean "Unit," except when referring to Lots that are designated as Open Space or as Common Elements, and except that Lot 1 and Lot 144 are not Units and are not part of the Community. The Community shall include additional Units as and when Convertible Real Estate is added to the Community. "Townhouse Unit" means a Unit upon which a Townhouse has been or may be built. "Duplex Unit" means a Unit upon which a Duplex Home has been or may be built. "Single Family Unit" means a Unit upon which a Single Family Detached Home has been or may be built.

cc. "Unit Owner" and "Owner" shall mean the fee simple title owner of a Unit.

dd. "Withdrawable Real Estate" means so much of the Convertible Real Estate within which Units or Common Elements have not been created and added to the Community as Convertible Real Estate and which is withdrawn from the Community within the time during which the Declarant may do so.

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

Section 2.1 Common Expense Allocation; Votes.

(a) Except for Limited Common Expenses assessed against fewer than all the Units as provided hereinafter and notwithstanding Section 5314(c)(2) of the Act, General Common Expenses shall be allocated among and assessed against all the Units in equal shares (it being understood that no Common Expenses shall be allocated to any Lot that is a Common Element) at the time of each assessment. Limited Common Expenses shall be allocated among the Units to which they are appurtenant in the same manner. Each Unit Owner shall be entitled to one vote in the affairs of the Association. Each Unit's percentage of all votes in the affairs of the Association from time to time, therefore, shall be the percentage equivalent of a fraction, the numerator of which is one, and the denominator of which shall be the total number of Units. The identifying number for each Unit is set forth in the Plat, and each Unit's share of Common Expense liability, expressed as a percentage, is set forth in Exhibit "3" hereof, as such Exhibit "3" may be amended from time to time to reflect the addition of Units from Convertible Real Estate or the withdrawal of Units within Withdrawable Real Estate. As Units are added within the Convertible Real Estate, or as Units are withdrawn within Withdrawable Real Estate, each Unit's percentage share of Common Expenses, and each Unit's relative voting strength, will proportionately increase or decrease, as the case may be.

(b) Except for Limited Common Expenses to be assessed otherwise as provided in this Declaration, the costs to the Association of providing the Townhouse Amenities, as described in paragraph (c) of section 2.3 hereinafter, shall be assessed as Limited Common Expenses, in equal shares, against all (and only) the Townhouse Units that are improved with Townhouses.

Section 2.2 Unit Boundaries. The title lines or boundaries of each Unit are shown on the Plat and the Master Plan, and recorded phases thereof, each such Unit being a residential building lot upon which a Single Family Detached Home, Duplex, or a Townhouse may be built.

Section 2.3. Maintenance Responsibilities.

(a) All Unit Owners are responsible for maintaining and repairing Limited Common Elements appurtenant solely to their Units, if any, and for maintaining and repairing their Units and all structures and improvements erected within the boundaries of their Units, including but not limited to sidewalks, if any, but excluding subsurface Storm Water Management Facilities thereon, if any. In addition, Unit Owners shall be responsible for maintenance as described in the Association's Chart of Maintenance Responsibilities, issued from time to time by the Association's Executive Committee. If any such Unit Owner fails to perform any maintenance or repair required of such Unit Owner, then the Association shall have the right, but not the obligation, to perform such maintenance or repair and assess the costs thereof, plus ten percent, against such Unit Owner as a Limited Common Expense payable on demand.

(b) Maintenance responsibilities will be different for Single Family, Townhouse and Duplex Unit Owners, with these differences described in the Chart of Maintenance Responsibilities. Amenities specific to the Townhouse Units and/or the Duplex Units shall be Controlled Facilities and, notwithstanding Section 5314(c)(2) of the Act, the costs of providing such maintenance and repair shall be assessed in equal shares against all (but only) the Units affected that are improved with Townhouses or Duplexes as Limited Common Expenses, excepting, however, the costs that are incurred to repair damage caused directly by the Owner of a Townhouse or Duplex Unit, or the occupant thereof, or such Owner's or occupant's family members, guests, invitees, or licensees, which costs (plus an administrative charge of 10%) shall be assessed against such Townhouse or Duplex Unit as a Limited Common Expense payable on demand. The need for maintenance or repair included among the Townhouse and Duplex Amenities shall be determined by the Executive Board, in its discretion.

(c) After completion thereof or conveyance thereof by the Declarant to the Association, the Association shall be responsible for otherwise maintaining and repairing the Common Elements, including the Controlled Facilities, except to the extent the responsibility is expressly assigned to one or more Unit Owners hereunder.

Section 2.4 Township Rights to Enforce Maintenance. If the Association fails to maintain the Common Elements in good order and repair, the Township may serve written notice upon the Association setting forth the manner in which the Association has failed to maintain such Common Elements, which notice shall include a demand that such deficiencies of maintenance be corrected within thirty (30) days. If the deficiencies are not corrected within such thirty-day period, the Township, in order to prevent the Common Elements from becoming a public nuisance and to preserve the taxable values of the Property, may, but shall have no obligation to, enter upon the real estate upon which such Common Elements are located and maintain the same in such manner as is required by law or ordinance. Such maintenance by the Township shall not constitute a taking of the Common Elements, any Lot, or any other real estate, nor shall it vest in the public any rights to use the same. The cost of such maintenance by the Township shall be assessed against the Units in the manner provided for in Article XI and shall become a lien on the Units.

Without limiting, and in amplification of, the foregoing, if the Township should have to correct deficiencies of maintenance of the Common Elements, not only may the cost of maintenance by the Township be assessed against the Units in the manner provided in Article XI and thereby become a lien thereon, but as cumulative remedies, the Township may also file a Municipal Claim and enter a Municipal Lien against the Property and against the Units of the Community in accordance with the law relating to Municipal Claims (53 P.S. § 7101 *et seq.*, as amended from time to time) to collect the cost of such maintenance, together with interest and reasonable attorneys' fees, in accordance with the law on Municipal Claims and/or Township may proceed to recover the costs of such repair or maintenance through proceedings in equity or at law as authorized under the provisions of the Second Class Township Code (53 P.S. § 65101 *et seq.*, as amended from time to time) and/or the Township may otherwise enforce its rights against the Association and/or the Units by an appropriate action at law or in equity. Furthermore, the Township otherwise, at all times relevant, maintains its right to bring an appropriate action in law or equity to require the Association and/or the Unit Owners to perform the applicable maintenance or make the appropriate repairs.

Section 2.5 Relocation of Lot Boundaries; Subdivision. Relocation of boundaries between Units shall be permitted in accordance with section 5214 of the Act, but only if approved in advance by the Executive Board. No Unit may be subdivided by any Unit Owner other than the Declarant. The Declarant hereby reserves the right to subdivide a Unit into two or more Units, Common Elements, or a combination thereof, or to combine two or more Units into fewer Units or to create Common Elements, provided such subdivision or combination complies with all applicable laws relating thereto, and provided further that the total number of Units shall not be increased by subdivision beyond the maximum number of Units that may be created upon the conversion of all Convertible Real Estate. If any Units are subdivided into more than one Unit, or two or more Units are combined, each resulting Unit will be one Unit for purposes of allocating votes in the Association and allocating Common Expenses, and the subdivided Unit (or any Unit added to another Unit) shall cease to be a Unit for such purposes. If boundaries are relocated, the Unit Owners desiring to do so shall apply to the Executive Board, and if approved, the Executive Board shall prepare, execute, and record an appropriate amendment to this Declaration as required in Section 5214 of the Act, including the Plats. Such amendment shall be executed by the Owner or Owners of the affected Units. The Executive Board may impose a charge upon the Unit Owner or Owners applying to relocate boundaries between Units sufficient to cover the costs incurred or to be incurred to review the application, to amend the Declaration and Plat, and to record such amendment. Any provision of this section 2.5 to the contrary notwithstanding, any relocation of boundaries between Units and any subdivision of Units shall be under and subject to and shall be in compliance with all zoning ordinances, subdivision and land development ordinances, building codes, and other real estate laws and ordinances.

Section 2.6 Alterations of Townhouses and Duplex Homes. Subject to any additional requirements of law and to restrictions set forth in this Declaration, the Bylaws or the Rules and Regulations, Townhouse Unit and Duplex Unit Owners:

- a. May not make improvements or alterations to the Townhouse or Duplex

Home constructed on his Unit that impair the structural integrity or lessen the support of such Townhouse or Duplex Home or any Townhouse or Duplex Home with which it shares a party wall;

- b. May not remove party walls;
- c. May not make any alteration that will adversely affect either the fire retardant or sound absorbent quality of the building materials of the Townhouse or Duplex Home constructed upon his Unit or violate any applicable law, ordinance, governmental rule, regulation, or order;
- d. Must expeditiously complete all permissible alterations and perform such alterations in a manner that does not interfere, other than in an incidental way as determined by the Executive Board, with the peaceful enjoyment of an adjoining Townhouse Unit or Duplex Unit by its Owner;
- e. May not install, remove, reconstruct or repair any electrical lines, telephone lines, cable television lines, signal transmission lines, or electrical outlet boxes or terminal devices, or any items of heating or air conditioning equipment, or any ventilation or exhaust duct or related equipment, or any other pipe or line that is located within a party wall until after application has been made to and written approval has been received from the Executive Board.

ARTICLE III COMMON ELEMENTS

Section 3.1 Common Elements.

(a) The Declarant reserves the right to designate, and hereby does designate, certain portions of the Community to be Common Elements as shown in the Plat or otherwise described as such in this Declaration. Such Common Elements include Lots that are Open Space, Lot 2 and all pedestrian trails and other improvements thereon, Storm Water Management Facilities that are not dedicated to the Township or otherwise which the Association must maintain (including Storm Water Management Facilities upon Lots 2, 21 through 26, and 143 or otherwise within any Open Space, and upon any other Lots or Open Space hereafter added to the Community by the conversion of Convertible Real Estate), Storm Water Management Facilities within Convertible Real Estate serving the Community, which shall be Controlled Facilities until such Convertible Real Estate becomes part of the Community, recreational areas and facilities and pedestrian trails within Open Space, pedestrian trails upon any Unit, which shall be Controlled Facilities, sidewalks not upon any Unit (subject to the Unit Owners' obligation to maintain sidewalks and unpaved areas between their Units and streets in the Community, which shall be considered Limited Common Elements appurtenant to such Unit until and unless

dedicated to the municipality within which the Community is located, and except that routine mowing will be included among the Townhouse Amenities and provided by the Association for Townhouse Units), Storm Water Management Facilities upon any Unit (which shall be Controlled Facilities, subject to the Unit Owner's obligation to maintain the surface area thereof and provide routine cleaning of inlets, outlets and drainage facilities(except that routine mowing will be included among the Townhouse Amenities and provided by the Association for Townhouse Units), signs identifying the Community (which shall be Controlled Facilities to the extent not erected within Open Space), and all other Controlled Facilities. The Declarant reserves the right to designate as Common Elements (which may be Controlled Facilities as applicable) streets and street rights of way within the Community if not accepted for dedication by the Township, sanitary sewer lines, potable water mains, and related facilities if not accepted for dedication by the applicable municipality, authority, or service provider. Common Elements will not include streets, street rights-of-way, sanitary sewer lines and facilities, public water mains and facilities if they are accepted for dedication by the municipalities, or other applicable entities and the transferee assumes responsibility for maintenance, repair and replacement. If streets (together with street rights-of-way, sanitary sewer lines and facilities, or public water mains and facilities are not accepted for dedication, the same will become Common Elements (and Controlled Facilities, as applicable) and maintenance thereof will be borne by the Association, with the costs of such maintenance being included among the General Common Expenses assessed against all the Unit owners as set forth above. Storm Water Management Facilities and other improvements constituting Common Elements must be constructed by the Declarant, and after completion thereof the obligations for maintenance and repair shall automatically pass to the Association. Street lights within the Community that are either owned by the Association or that the Association is required to maintain shall be Common Elements, or Controlled Facilities, as the case may be. The costs of maintaining and operating such street lights shall also be included among the General Common Expenses.

(b) The Declarant reserves the right to designate, and hereby does designate, certain portions of the Community to be Limited Common Elements. In addition to Limited Common Elements appurtenant to a single Unit as provided elsewhere in this Declaration, the following shall be Limited Common Elements (and Controlled Facilities) collectively appurtenant to the Townhouse Units to the extent necessary for the Association to perform its maintenance obligations relating to the Townhouse Amenities as provided in paragraph (c) of Section 2.3: lawn areas of Townhouse Units, roof surfaces, downspouts, gutters, soffit, facie, siding, masonry surfaces, and other exterior surfaces of Townhouses erected on Townhouse Units.

(c) The Association shall maintain and repair all Common Elements, including Limited Common Elements, with the costs thereof being General Common Expenses or Limited Common Expenses, as the case may be, excepting sidewalks located upon a Unit and except for sidewalks and unpaved areas between a Unit and a street (which shall be maintained and repaired by the Unit owner at such Unit owner's expense, except that routine mowing will be included among the Townhouse Amenities and provided by the Association for Townhouse Units), and except for the surface of easement areas upon Units for storm water, utilities, community identification signs and the like within the boundaries of such Units (with respect to which the

Unit Owner shall provide mowing, shrubbery trimming, and routine cleaning of inlets, outlets, and similar drainage facilities, except that routine mowing will be included among the Townhouse Amenities and provided by the Association for Townhouse Units).

(d) All Unit owners are advised that if the Association fails to maintain Storm Water Management Facilities that are its responsibility, or if the Association fails to maintain Open Space or permits Open Space to become a nuisance, or if the Association otherwise fails to maintain Controlled Facilities, the Township will have the right, but not the duty, to make necessary repairs at the expense of the Association and Unit Owners. Should said repairs be made and maintenance performed by the Township, the cost of the repairs or maintenance by the Township may be assessed against the Association and upon failure of payment to be timely made to the Township, the Township may file a Municipal Claim and enter a Municipal Lien against the Association and the Property, as well as against the Units in the Community per the law in relation to Municipal Claims (53 P.S. § 7101 *et seq.*, as amended from time to time) in the amount of such cost of repair or maintenance, together with interest and reasonable attorneys' fees, in accordance with the law on Municipal Claims, and/or the Township may proceed to recover the cost of such repair or maintenance through proceedings in equity or at law as authorized under the provisions of the Second Class Township Code, (53 P.S. § 65101 *et seq.*, as amended from time to time) and/or the Township may otherwise enforce its rights against the Association and/or the Units by abn appropriate action at law or in equity. Furthermore, the Township at all times relevant, otherwise maintains its right to bring an appropriate action in law or equity to require the Association and/or the Unit Owners to perform the applicable maintenance or make the appropriate repairs.

(e) The Association shall arrange for the provision of routine trash and refuse pick-up for all the Units in the Community that have been improved with Townhouses, Duplexes, or Single Family Detached Homes, with the costs thereof being assessed as a Limited Common Expense against all such Units, excluding, however, such Units that are owned by the Declarant or a Builder and are not occupied. All Unit Owners and the occupants of all Units shall comply with such Rules and Regulations as the Association may from time to time adopt regarding such trash and refuse pick-up and the terms of service established by the providers of such service.

Section 3.2 Community Center. The community center erected upon Lot 110, and related amenities and improvements to and upon Lot 110 (the "Community Center") shall be a Common Element, with the costs of maintenance and repair being Common Expenses. The Community Center will be available for use by the Unit Owners and their tenants, family members and guests, and otherwise in accordance with rules and regulations adopted from time to time by the Association.

Section 3.3 Conveyance; Completion Bonds. Common Elements in the nature of Open Space or other land not included within a Unit will be owned by the Declarant until conveyed to the Association. Streets and street rights-of-way, as well as potable water mains and facilities and sanitary sewer mains and facilities will only become Common Elements if they are not accepted for dedication by such Township or service providers and will be owned by the

Declarant until dedicated, or if not accepted for dedication, until conveyed to the Association. On or before the later of the date the last Unit (including Units that may be created within any Convertible Real Estate) is conveyed to a Unit Owner other than the Declarant or the date of expiration of the Declarant's right to convert Convertible Real Estate as provided in Article VI, the Common Elements in the nature of Open Space or other land (including rights-or-way for streets that are not accepted for dedication by the Townships) will (and are required to) be conveyed by the Declarant to the Association by Deed of Special Warranty or other means of conveyance for no consideration; provided, however, that the Association thereupon shall be obligated to assume the Declarant's obligation to maintain all such Common Elements and the completed improvements therein. After the Declarant has completed installation or construction of Controlled Facilities, the Association automatically and without further action shall be obligated to assume responsibility for repair and maintenance thereof. The Declarant will (and is required to) complete construction or installation of the Controlled Facilities and any other improvements identified as or that may become Common Elements on or before the later of the date that the last Unit (including Units that may be created within any Convertible Real Estate) is conveyed to a Unit Owner other than the Declarant or the date of expiration of the Declarant's right to convert Convertible Real Estate as provided in Article VI. Until conveyance of the Common Elements in the nature of Open Space or land to the Association, the Declarant shall be solely responsible for real estate taxes assessed against or allocable to such Common Elements and for all other expenses in connection therewith and in connection with Controlled Facilities until construction or installation thereof has been completed. Thereafter, the Association shall assume responsibility for maintenance and repair, and the costs thereof will increase the budget of the Association. Any increase in the Association's budget will increase Common Expenses and consequently the Unit Owners' allocable shares thereof. The Declarant's obligation to complete and/or convey the Common Elements to the Association shall be binding upon the Declarant and to any successor in interest of the Declarant whether or not such successor in interest succeeds to any special declarant rights. No improvements or facilities constituting Common Elements or that may become Common Elements will be conveyed to or become the responsibility of the Association until completed unless a third-party guarantee, bond, escrow or letter of credit assuring completion has been provided by the Declarant for the benefit of the Association, in addition to the Declarant's guarantee of completion, and the Declarant's guarantee and such third-party guarantee, bond, escrow or letter of credit does not expire until completion of such improvements or facilities. As to any improvements and facilities the Declarant will complete prior to conveyance to the Association, the Declarant does not intend to provide to the Association any third party guarantee, bond, escrow, letter of credit or similar mechanism to assure completion thereof. Only the Declarant's guarantee and obligation set forth herein, and any improvements bond or letter of credit in favor of and required by the municipalities within which the Community is located will be provided to assure that such improvements will be completed. As to any uncompleted improvement or facility that may become a Common Element, the same will be deemed completed upon the recording of a certificate executed by an independent registered surveyor, architect or professional engineer stating that the same has been substantially completed in accordance with the descriptions set forth in the Declaration, the Plat, and the public offering statement so as to permit use thereof for its intended use. Completed improvements or facilities will be deemed to be completed upon approval of the municipality within which they are located. The foregoing obligations of the

Declarant shall be binding upon the Declarant and any successor in interest. The foregoing notwithstanding, Limited Common Elements the maintenance of which is in the nature of Townhouse Amenities will be completed as Townhouses are constructed upon Townhouse Units. All streets, sanitary sewer and potable water mains and facilities and other Common Elements within the Community must be built. Any provision of this section to the contrary notwithstanding, the Community Center will be completed by the time half the total number of Units permitted to be created in the Community have been improved with Dwellings or within five (5) years after the conveyance by the Declarant of the first Unit within the Community, which ever occurs first.

ARTICLE IV EASEMENTS

Section 4.1 Additional Easements. In addition to and in supplementation of any easements provided for by the Act, and those contemplated or existing as described in Section 1.2, the following easements are hereby created:

a. Signs. Declarant reserves the right to place signs and other advertisements within the Common Elements in such manner, of such size, and in such locations as Declarant deems appropriate. The Declarant also reserves for itself, its assigns and the Association, an easement to maintain signs identifying the Community within Open Spaces and any Lot that is a Common Element and upon certain Units as shown in the Plat, and an easement of access over and across such Open Space, Lots, and Units for purposes of erecting, replacing, repairing and maintaining such signs. The Declarant also reserves for the benefit of each Builder a similar right to place signs and other advertisements within the Common Elements in such manner, of such size, and in such locations as may be approved by the Declarant, together with a right of access thereto in favor of each such Builder for the purpose of erecting, removing, and maintaining such signs and advertisements, provided that each such Builder obtains Declarant's prior written consent for all such signs and advertisements and their sizes and placement.

b. Utility Easements. The Units and Common Elements shall be, and hereby are, made subject to easements in favor of appropriate utility and service companies and governmental agencies or authorities for such utility and service lines and equipment as may be necessary or desirable to serve any portion of the Property. Such easements shall include, without limitation, rights of Declarant, or the providing utility or service company, or governmental agency or authority to install, lay, maintain, repair, relocate and replace gas lines, pipes and conduits, water mains and pipes, sewer and drain lines, telephone wires and equipment, television equipment and facilities (cable or otherwise), electric wires, CATV cables, conduits and equipment and ducts and vents over, under, through, along and on the Units and Common Elements. The foregoing easements shall include a right of access, a right to cut or trim trees and shrubbery, to grade the soil, or to take any other similar action reasonably necessary to provide economical and safe installation and maintenance and to maintain reasonable standards of health, safety, and appearance. Notwithstanding the foregoing provisions of this Section 4.1.b, unless

shown in the Plat or the Master Plan, or unless approved in writing by the Unit Owner or Unit Owners affected thereby, any such easement through a Unit shall be located so as not to materially interfere with the use or occupancy of the Unit by its occupants.

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

d. Easement for Streets: Right to Construct and Dedicate Streets. Water and Sewer lines, and Drainage Facilities. The Declarant reserves an easement over those portions of the Property shown as streets for ingress and egress and reserves the right to dedicate and convey such streets and any necessary rights-of-way to municipalities within which the Community is located. The Declarant also reserves the right over and across all areas of the Property in order to construct and install and thereafter to dedicate and convey to the municipalities or service providers for the area in which the Community is located sewer and water lines and facilities and Storm Water Management Facilities shown in the Plat or the Master Plan.

e. Easement for Use and Passage. Subject to Rules and Regulations from time to time adopted by the Executive Board, each Unit Owner and each person lawfully residing on the Property, together with their guests, is hereby granted a non-exclusive perpetual right and easement of access to use and enjoy, in common with others, the Open Space, pedestrian trails throughout the Community, and other of the Common Elements, subject to compliance with rules and regulations adopted from time to time by the Association. Furthermore, all Unit Owners and their family members, guests, invitees, and licensees, shall have a right and easement to use sidewalks upon any Unit that are along the streets within the Community for pedestrian traffic in the manner in which public sidewalks are customarily used and they, the Declarant, and each Builder authorized by the Declarant or the Executive Board, together with the Declarant's and Builder's employees, contractors, and representatives shall have a right to use all streets and the areas shown in the Master Plan that are to be improved with streets for ingress and egress and generally in a manner similar to public streets, subject, however, to the Declarant's right to dedicate all such streets to the municipalities within which the Community is located (and upon acceptance of such dedication the foregoing easement for use of streets shall automatically be extinguished), and provided that the Unit Owners, the Declarant and each Builder shall promptly repair any damage to such streets caused by them, their contractors, employees or representatives in the course of their use prior to any such dedication, and provided further that the Unit Owners, the Declarant,

and each Builder in their use of such streets shall not unreasonably interfere with others' use thereof.

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

g. Easement for Construction. The Declarant hereby reserves for itself, its contractors, employees, and representatives, and for each Builder to whom it grants consent, non-exclusive easements over and across the Common Elements and the Units:

(i) For the purpose of carrying out any obligation it may have or assume with respect to curing any defects in workmanship or materials in improvements constructed or required to be repaired by them, provided that any access over, across or upon portions of the Common Elements and Units not requiring the curing of defects or repairs shall be limited to those areas where access is necessary in order to cure defects and make repairs to portions of the Common Elements or to Units where such work is to be performed, and provided further that the Declarant, or Builder, as the case may be, shall repair all damage caused and restore surfaces disturbed in the course of performing such work;

(ii) For the purpose of storing building supplies and materials and equipment used or expected to be used by them in erecting or installing improvements within the Community, including, but not limited to, Structures upon Units, together with a free and uninterrupted right of access thereto, and for any purpose reasonably related to the construction, installation, or repair of any improvement (including without limitation Structures upon Units) constructed or installed by them or with respect to which they have a repair or maintenance obligation, provided that no such storage shall be permitted by a Builder in areas that will interfere with the Declarant's construction or installation of improvements required by the Master Plan or any approval or permit relating thereto, that no such storage shall be permitted upon any Unit not owned by the Declarant or Builder without the owner's prior consent, and provided that the Declarant, or Builder, as the case may be, shall repair all damage caused and restore surfaces disturbed in using any areas of the Community for storage;

(iii) For the purpose of changing and correcting the drainage of surface water from or onto Units or Common Elements in order to maintain reasonable

standards of health, safety, and appearance, provided that (A) all of the foregoing shall be in compliance with the Master Plan, approvals relating thereto, and all applicable laws, regulations and ordinances, (B) changes to land surfaces or Storm Water Management Facilities for such purposes shall not have a material adverse effect on any Unit, Common Element, or other portion of the Property, (C) the foregoing right shall specifically include the right to cut, trim and remove trees and shrubbery and to change grading, (D) the Declarant or Builder, as the case may be, shall restore adjoining Common Elements and Units adversely affected by any change to or correction of the drainage characteristics of a Unit or Common Element, as the case may be, to its original condition as nearly as practicable, (E) the Declarant or Builder, as the case may be, shall give reasonable advance notice of its intention to take any such action to all Unit Owners who may be adversely affected and to the Association, unless in the reasonable opinion of the Declarant or Builder, an emergency exists which precludes such notice, (F) neither the Declarant nor any Builder shall have any obligation to perform any work or to take any action regarding drainage of surface water within the Community except as may be required in connection with the Master Plan, any approval relating thereto, this Declaration, or under any law, regulation, or ordinance by which they may be bound;

(iv) For purposes of conducting marketing, sales, and related activities in connection with the sale of Units or residences constructed or to be constructed thereon, provided that no entry shall be permitted upon a Unit not owned by the Declarant or Builder, as the case may be, without the owner's consent;

(v) For any purpose deemed by them necessary to comply with the provisions of the Act, any law, ordinance, or regulation, or with any order of a governmental agency having regulatory jurisdiction over the Property or the Community; and

(vi) For purposes of constructing, installing, repairing, modifying, and replacing streets and sidewalks, for purposes of excavating, filling, and coordinating the height, grade, slope, and contour of the Property, including adding or removing soil, provided that all the foregoing shall be in compliance with the Master Plan, all approvals and permits relating thereto, provided that any such construction, installation, modification or replacement shall not have a material adverse effect upon any Unit or any Common Element, and provided further that the Declarant or Builder, as the case may be, shall restore Common Elements and Units adversely affected thereby as nearly as practicable to its original condition.

h. Support. Each Unit Owner shall be the beneficiary of a covenant by each neighboring Unit Owner and the Association prohibiting any action by such neighboring Unit Owner from taking action on or with respect to his Unit and by the Association from

taking action or with respect to the Common Elements that would endanger the stability or safety of his Unit.

i. Easements in Favor of Withdrawable Real Estate. If any of the Withdrawable Real Estate is withdrawn from the Community by the Declarant, the Declarant shall have the right, and hereby reserves, easements for storm water drainage, utility easements, and access easements over and across the Common Elements and Units containing Common Elements, and easements of use of sanitary sewer and Storm Water Management Facilities within the Community all benefitting the Withdrawable Real Estate and as may be necessary in order to develop the Withdrawable Real Estate separately from the Community. The Declarant does not anticipate that its reservation of such easements benefitting Withdrawable Real Estate will materially increase the budget of the Association or adversely affect the Community, it being observed, however, that such Withdrawable Real Estate will not contribute toward the Common Expenses and thus will not bear its share of the costs of maintaining the Common Elements, including the facilities utilized by the Withdrawable Real Estate within such easements.

j. Easement in favor of Lot 1. There shall be appurtenant to Lot 1 as shown in the Master Plan an easement permitting the drainage of storm and surface water across Lot 2 to the storm water detention basin and a right of use thereof, together with such other Storm Water Management Facilities as shall be installed or constructed on Lot 2.

k. Easements with respect to Townhouse Units and Duplex Units.

(i) Each Townhouse Unit shall be subject to an easement of passage over and across the rear-most five feet of its rear lawn as shown in the Plat to permit Townhouse Unit Owners within the same block of Townhouse Units and maintenance persons to obtain access to their rear lawns and to the rear of the Townhouse erected thereon with lawn mowers and other maintenance equipment, provided that whoever utilizes (or engages another who utilizes) any such easement shall be responsible for repairing all damage caused by such person upon any Townhouse Unit other than his own, and provided that use of such easements shall be limited to the hours between one hour after sunrise and one hour before sunset unless otherwise agreed to by the owner of the servient Townhouse Unit.

(ii) Additionally, as shown in the Plat there shall be an easement five feet in width along the side boundary of each end Townhouse Unit (being a Townhouse Unit upon which a Townhouse is constructed that has only one party wall) that does not border an Open Space Lot along its side boundary in favor of each other Townhouse Unit that is part of the same block of Townhouse Units for purposes of access to the rear of each such Townhouse Unit by the Unit Owners thereof and such Unit Owner's contractors to facilitate maintenance and repair of his or her Townhouse Unit and the Townhouse erected thereon, provided that whoever utilizes (or engages another who utilizes) any such easement shall be

responsible for repairing all damage caused by such person upon any Townhouse Unit other than his own, and provided that use of such easements shall be limited to the hours between one hour after sunrise and one hour before sunset unless otherwise agreed to by the owner of the servient Townhouse Unit. For purpose of this Section 4.1.k, a "block of Units" shall mean those Townhouse Units upon which adjoined Townhouses are constructed.

(iii) Subject to Section 2.6 above, each Townhouse Unit and Duplex Unit shall be subject to an easement within party walls benefitting the adjoining Townhouse Unit or Duplex Unit for the sole purpose of permitting installation, maintenance, repair, and replacement of electric, telephone, natural gas, cable television, water, and sewer lines, and computer and Internet cabling, and heating and air conditioning ducts, within such party wall and serving only the Townhouse Unit or Duplex Unit benefitting from such easement, provided that all such installation, maintenance, repairing, and replacement shall be performed during the hours of 8:00AM and 5:00PM, unless otherwise agreed by the Owner of the servient Unit, and in a way that minimizes noise and disturbance of the occupants of the Townhouse or Duplex Home erected on the servient Unit.

Section 4.2 Rights of Association. In addition to any other rights and powers that the Association may have pursuant to this Declaration, the Bylaws, the Rules and Regulations and the Act, the Association shall have the right to grant permits, licenses, and easements over and to service the Common Elements for utilities and other purposes reasonably necessary or useful for the proper maintenance or operation of the Community.

Section 4.3 Right to Enter Property. The Declarant hereby reserves the right to enter onto the Common Elements and all Units after conveyance thereof for the purpose of constructing, maintaining, repairing, replacing or reconstructing, or altering any and all improvements and plantings required to be made as a condition of approval of the Master Plan by the applicable approving governmental bodies or as may be required in order for any such improvements which have been offered or are intended to be offered for dedication in accordance with the Master Plan to be accepted for dedication by the governmental body to which dedication was or is to be offered.

Section 4.4 Model, Sales. Notwithstanding any restriction that might otherwise apply in this Declaration, and in addition to all other rights granted to the Declarant in the Act, all of which are expressly preserved, the Declarant hereby reserves the right to maintain offices and models in the Community in connection with the sale, rental, or management of Units, and it reserves the right to permit Builders similarly to maintain offices and models to be used in connection with their (and during the period of their) sale of Townhouses, Duplex Homes, or Single Family Detached Homes within the Community.

ARTICLE V
AMENDMENT OF DECLARATION

Section 5.1 Amendment Generally. This Declaration may be amended only in accordance with the procedures specified in Section 5219 of the Act, the other Sections of the Act referred to in Section 5219 and the express provisions of this Declaration. The foregoing notwithstanding, no amendment of this Declaration may be made that removes, revokes, or modifies any right or privilege of the Declarant without its written consent or the consent of any assignee or successor to such right or privilege, or any right or privilege of the Township without its written consent.

Section 5.2 Rights of Certain Mortgagees. Subject to the limitations imposed by Section 5221 of the Act and except as permitted hereinafter, no amendment of this Declaration may be made without the prior written approval of all First Priority Mortgagees if and to the extent that such approval is required by the Act. Without limiting the foregoing, this Declaration may not be materially amended without the approval of at least fifty-one (51%) percent of the First Priority Mortgagees (based upon one vote for each mortgage held); however, any amendment made pursuant to Section 5219(f) of the Act will not be considered material. In addition, any published requirement of the Federal National Mortgage Association, or its successors (collectively "FNMA") or of the Federal Home Loan Mortgage Corporation, or its successors (collectively "FHLMC") with respect to approval of amendments to the Declaration by holders of mortgages on Units shall be complied with if, at the time such amendment is submitted for approval, one or more mortgages on Units is held by whichever of FNMA or FHLMC imposes such requirement and the Executive Board has been notified in writing that a mortgage is held by the entity imposing such requirement and in accordance with Article XII. Furthermore, the Executive Board may amend this Declaration as permitted in Section 5219 of the Act in order to conform this Declaration to any such published requirements.

ARTICLE VI
CONVERTIBLE REAL ESTATE

Section 6.1 Reservation. Declarant hereby explicitly reserves an option, until the seventh (7th) anniversary of the recording of this Declaration, to convert all or any portion of the Convertible Real Estate to Units or Common Elements or any combination thereof from time to time in compliance with Section 5211 of the Act without the consent of any Unit Owner or holder of a mortgage on any Unit, provided that such conversion shall be in compliance with all Township zoning ordinances, subdivision and land development ordinances, building codes, or other real estate laws, ordinances or regulations. This option to convert may be terminated prior to such anniversary only upon the filing of an amendment to this Declaration by the Declarant. Declarant expressly reserves the right to convert any or all portions of the Convertible Real Estate at any time, at different times, in any order, without limitation and without any requirement that any other real estate be converted, added or withdrawn; provided, however, that the Convertible Real Estate shall not exceed the total area described as such on Exhibit "2" attached hereto and in the Plat. There are no other limitations on this option to convert Convertible Real Estate.

Section 6.2 Assurances. If all the Convertible Real Estate is converted, the Units therein will be located within the areas shown on the Plat as Convertible Real Estate (and as Future Phases in the Master Plan), as such Convertible Real Estate or Future Phases may be configured from time to time. At such time, if any, that all the Convertible Real Estate is converted, the maximum number of Units in the Community, exclusive of Common Elements or Open Space Lots, but including the Units identified in Exhibit "3" attached hereto, shall be 550. All restrictions in this Declaration affecting use of Units shall apply to Units created within the Convertible Real Estate. Except as expressly set forth otherwise in this Article VI, no assurances are given (i) as to the locations of buildings or other improvements that may be made within Convertible Real Estate, (ii) as to the architectural style, quality of construction, size, or construction materials of Structures within Convertible Real Estate or as to their compatibility with other Structures and Units in the Community, (iii) as to the improvements and limited common elements that may be made upon or within Convertible Real Estate, (iv) as to the locations of any buildings or other improvements that may be made within Convertible Real Estate, (v) regarding whether limited common elements created within convertible Real Estate will be of the same general types or sizes as those within other parts of the Community, (vi) as to whether the proportion of limited common elements to Units created within Convertible Real Estate will be equal, proportionate to, or different from the proportion existing within other portions of the Community, or (vii) the applicability of assurances given regarding any Convertible Real Estate that is withdrawn as Withdrawable Real Estate. The reallocation of Common Expense liability as a result of the creation of additional Units from the Convertible Real Estate shall be computed as required by Section 2.1 above. As a result of the addition of Units resulting from the inclusion of Convertible Real Estate in the Community, the relative voting strength of each Unit will decrease in the same proportion as the decrease in such Unit's percentage liability for General Common Expenses. Common Elements within the Convertible Real Estate will be of the same kind as described in Articles II and III of this Declaration, which, when created as Common Elements, shall be maintained by the Association in the same manner as other Common Elements. Limited Common Elements of any kind may be created within the Convertible Real Estate appurtenant to Units created from the Convertible Real Estate.

ARTICLE VII OPTION TO WITHDRAW REAL ESTATE

Section 7.1 Withdrawable Real Estate. Declarant hereby explicitly reserves an option, until the seventh (7th) anniversary of the recording of this Declaration, to withdraw Withdrawable Real Estate from the Community from time to time in compliance with Section 5212 of the Act, without the consent of any Unit Owner or holder of a mortgage on any Unit, provided that such withdrawal shall be in compliance with all Township zoning ordinances, subdivision and land development ordinances, building codes, or other real estate laws, ordinances or regulations. This option to withdraw may be terminated prior to such anniversary only upon the filing of an amendment to this Declaration by the Declarant. Declarant expressly reserves the right to withdraw any or all the Withdrawable Real Estate at any time, at different times, in any order, without limitation and without any requirement that any other real estate be withdrawn, added or converted, except as set forth in Section 5212 of the Act; provided, however, that the total Withdrawable Real Estate shall not exceed the Convertible Real Estate as shown in the Plat. There are no other limitations on this option to withdraw the Withdrawable

Real Estate. This Declaration shall not apply to any Withdrawable Real Estate that is withdrawn and there shall be no reallocation of Common Expense liability and no change in voting rights appurtenant to any Unit resulting from withdrawal of any Withdrawable Real Estate, except to the extent that Units which have been created and are part of the Community are withdrawn as Withdrawable Real Estate, if any. If any Withdrawable Real Estate is withdrawn after Units have been created therein, the share of Common Expense liability borne by all the Unit owners will proportionately increase because the Units within such Withdrawable Real Estate will no longer be contributing toward the Common Expenses.

ARTICLE VIII
ARCHITECTURAL CONTROL AND DESIGN,
USE RESTRICTIONS AND OTHER OBLIGATIONS

Section 8.1 Architectural Control and Design Criteria, Use and Other Restrictions. All Units shall be subject to, and all Unit Owners shall be bound by, the following:

- a. Anything herein to the contrary notwithstanding, all Units shall be restricted and limited and bound by (to the extent provided in) the applicable Zoning Ordinance or Zoning Ordinances affecting the Community, subject, however, to variances granted thereto and no provision of this Declaration shall invalidate, modify or supersede any provision of any zoning, subdivision and land development ordinance, building code or other real estate law, ordinance or regulation..
- b. Unit Owners and occupants and their respective family members, and guests, shall have the right to use and enjoy the Open Space in common with others, provided they comply with the provision of this Declaration and with Rules and Regulations adopted and amended from time to time by the Executive Board relating thereto. A copy of the initial Rules and Regulations is attached hereto as Exhibit "4." There shall be no obstruction of the Open Space nor shall anything be stored in or upon the Open Space without the prior written consent of the Declarant or the Executive Board, except as may specifically be authorized in this Declaration, and except by the Association, its employees and independent contractors in performing its obligations or exercising its rights under this Declaration.
- c. No benches, chairs, or other personal property belonging to the owner or occupant of a Unit (other than the Association) shall be left within any Open Space or Lot that is a Common Element.
- d. All Unit Owners and their residents and guests shall comply with the Rules and Regulations from time to time adopted by the Executive Board and not in conflict

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with the provisions of this Declaration, concerning the use and enjoyment of the Common Elements.

- e. Fences are governed by the Rules and Regulations.
- f. Wash lines are governed by the Rules and Regulations.
- g. No vans, trucks, or other vehicles longer than twenty (20) feet or in excess of 6,800 lbs. gross vehicle weight, and no tractor trailer cabs, or trailers of any type shall be permitted to be parked or kept upon any Unit (except wholly within a garage) or upon streets bordering any Unit, except for service vehicles making deliveries to the Unit and then only during the time such deliveries are being made. The foregoing, however, shall not be construed to prevent the placement or parking of construction vehicles and equipment needed for and during construction of structures upon a Unit.
- h. No boats, snow mobiles, motorcycles, all terrain vehicles, campers, motor homes, trailers, recreational vehicles, or inoperable or unlicensed vehicles may be stored or parked upon any Unit or upon any street bordering a Unit, except wholly within a garage, and except for temporary parking for periods not to exceed twenty-four hours.
- i. No swimming pools of any kind may be erected, installed or maintained on any Townhouse or Duplex Unit. No above-ground swimming pools are permitted to be erected, installed, or maintained on any Single Family Unit. Subject to paragraph (p) hereinafter, in-ground swimming pools may be permitted on Single Family Units.
- j. Unit owners' signs are governed by the Rules and Regulations.
- k. Units may not be used in whole or in part for the storage of rubbish of any kind, nor for the storage of any property or thing that will cause such Unit to appear in an unclean or untidy condition or that will be obnoxious to the eye; nor may any substance, thing or material be kept or used, nor anything done, upon any Unit that will emit foul or obnoxious odors, or that will cause any noise that will or might disturb the peace, quiet, comfort or serenity of the occupants of surrounding Units (excluded from this restriction, however, are construction activities of the Declarant or any Builder, and their respective employees and contractors). No rubbish, trash, garbage, scrap metal, waste, new or used lumber or wood (except lumber or wood to be used in constructing a permitted structure on a Unit and firewood to be used in fireplaces in dwellings erected on Units, provided such firewood is stacked no higher than five feet) shall be placed or permitted on any Unit except wholly indoors; provided, however, usual household trash and rubbish may be kept in closed sanitary containers at curb side for collection purposes only on the day such trash and rubbish is to be collected. No garbage or trash containers may be located in the front or side lawn area of a Unit for more than a twenty-four (24) hour period. This section shall not apply to the storage of building materials and the temporary presence of waste building materials on a Unit during construction of the Single Family Home, Duplex, or Townhouse thereon by a Builder, provide that such waste shall promptly be removed upon completion of construction.

l. Dwellings and Units may be used for single-family residential purposes only and no business or commercial enterprise may be commenced, maintained, or operated in any Dwelling or on any Unit; provided, however, that the Declarant or Builder shall be permitted to maintain sales offices in any Dwelling and to maintain models as provided in Section 4.4 and to maintain speculative inventory on any Unit. No improvements or Structures other than a Dwelling, patios, permitted fences and walls, permitted decks, permitted swimming pools, customary outbuildings, garage, or carport may be erected, placed, or maintained on any Unit. Without limiting the foregoing, sheds may not be erected, placed or maintained on any Townhouse Unit. Only one shed may be erected, placed, or maintained upon any Single Family Unit or Duplex Unit and then only if the shed is not larger than ten (10') feet in width and twelve (12') feet in depth. All permitted sheds must be of the same materials and the exterior surfaces must be of the same colors as the Single Family Detached Home or Duplex Home constructed on the Unit. All building materials incorporated into a Dwelling or other structure on a Unit, including but not limited to roof shingles, shutters, siding, masonry, gutters, downspouts and other trim must be replaced or otherwise repaired and maintained when needed with materials of similar type, quality and color and shall be in harmony and in keeping with other Dwellings within the Community. The provisions of this paragraph are in addition to and not in limitation of the provisions of paragraph (p) hereinafter. The use of a portion of a Dwelling on a Unit as an office by the Unit Owner or tenant will be considered a residential use if such use does not create regular customer or client traffic to and from the Unit.

m. Animals are governed by the Rules and Regulations.

n. No radio towers, television antennas or similar structures shall be erected, placed, permitted or maintained on any Unit except as permitted in this paragraph. A Unit Owner may install and maintain satellite dishes or other facilities upon his/her Unit for the receipt of radio or television broadcasts, subject to compliance with the following requirements: (i) The satellite dish or other facilities must be of the smallest size reasonably commercially obtainable that will provide radio or television reception; (ii) the satellite dish or other facilities may not be located in front of the plane created by the front of the dwelling constructed on the Unit; (iii) if possible, the satellite dish or other facilities may not be visible from the street in front of the dwelling constructed on the Unit; and (iv) without limiting the preceding requirements, the location of such installations must be as unobtrusive as possible, provided reception is of adequate quality in such location. In the event these provisions contradict any rulings or regulations of the Federal Communications Commission or any other agency having jurisdiction in effect, then the current rulings or regulations of the FCC or other applicable agency shall prevail.

o. No dwelling or structure upon any Unit shall be occupied in any manner while in the course of construction, nor at any time prior to its being fully completed, nor shall any residence, when completed, be in any manner occupied until made to comply with the approved plans and all covenants, conditions, reservations and restrictions herein set forth. All construction shall be completed within a reasonable time from the

commencement of construction. No temporary house, temporary dwelling, temporary garage, trailer home or other temporary structure shall be placed or erected upon any Unit.

p. All building plans for any building or structure, or appurtenance thereto, such as decks, to be erected upon any Unit, the proposed location of any building or structure upon any Unit, any change after approval thereof, and any remodeling (including but not limited to exterior painting, re-roofing, replacement of doors and shutters, and the like), reconstruction, alteration or addition to any building, driveway or other structure upon any Unit, shall require the approval in writing of the Declarant, its successors or assigns. Before beginning the construction of any driveway, building or other structure whatsoever, or remodeling, reconstruction or alteration of any driveway or structure upon any Unit, the person or persons desiring to erect, construct or modify the same shall submit to the Declarant, or its successors or assigns, for approval two (2) complete sets of driveway plans showing the location, course and width of same, and two (2) complete sets of building plans and specifications (including details of the nature, kind, shape, height, materials, floor plans, exterior colors, scheme, location, front and rear facings, elevations, and statement of the approximate cost thereof, as well as grading plans). No remodeling or structure of any kind, the plans and specifications of which have not received the written approval of the Declarant, its successors or assigns, and which does not comply fully with such approved plans and specifications shall be erected, constructed, placed or maintained upon any Unit. Approval of such plans and specifications shall be evidenced by written endorsement of Declarant, its successors or assigns, on such plans and specifications. No changes or deviations in or from such plans and specifications as approved shall be made without the prior written consent of Declarant, its successors or assigns, who shall not be responsible for any structural defects in such plans or specifications or in any building or structure erected according to such plans and specifications. Plans and specifications may be rejected for purely aesthetic reasons. At any time, the Declarant may assign its rights and obligations under this paragraph (p), with respect to any part or all of the Community, to the Executive Board. Any provision of this paragraph (p) to the contrary notwithstanding, all Structures and improvements to and upon any Unit shall be under, subject to, and in compliance with all zoning ordinances, subdivision and land development ordinances, building codes, and other real estate laws and ordinances of the Township. With respect to storage sheds and auxiliary structures placed or erected upon an Unit the following shall apply: Roof shingles must match the roof shingles of the house constructed on the Unit, all siding must match the majority of the siding materials of the house constructed on the Unit, the maximum footprint shall be ten feet by twelve feet, and must be new when placed or constructed on the Unit.

q. Dwellings on Units shall have the following minimum completed living spaces:

(i) Single Family Homes: For ranch style houses - nine hundred (900) square feet; For one and one-half story style houses - one thousand fifty (1,050) square feet of living space on the first floor; For two-story style houses - one thousand two hundred (1,200) square feet.

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(ii) For Duplex Homes: nine hundred (900) square feet of living space, excluding garages.

(iii) Townhouses: nine hundred (900) square feet of living space, excluding garages.

r. Swales and the surface area of other Storm Water Management Facilities located upon a Single Family Unit or Duplex Unit shall be maintained by the Unit owner. Such Unit owners shall also provide routine surface maintenance to areas upon their Units that are burdened by sanitary sewer, utility, and other easements.

s. Nothing may be placed, planted, constructed or installed upon any Unit within any sanitary sewer, utility, or storm water easement area. Moreover, no storm water swales, channels, basins or ponds upon any Unit may be altered, and no shrubbery, trees, plantings, or structures shall be permitted within clear sight triangles, as shown in the Master Plan, unless they are in compliance with all restrictions relating thereto.

t. It is the responsibility of each Unit Owner to prevent the occurrence or continuation of any unclean, unhealthy, unsightly, or unkempt condition on his or her Unit. All Units shall be kept neat and orderly and free of rubbish, trash and junk of every kind at all times. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the Property. Notwithstanding the above, the disassembly and assembly of motor vehicles to perform repair work shall be permitted upon a Unit provided such activities are not conducted on a regular or frequent basis, and are either conducted entirely within an enclosed garage or, if conducted outside, are begun and completed within twelve hours.

u. All landscaping of or on the Units shall be designed and constructed in keeping with the Rules and Regulations, the residential character of the Community and the design of the Dwelling constructed on the Unit. All landscaping shall be maintained and pruned regularly to provide an aesthetically acceptable environment. All Units shall be mowed and kept free and clear of all weeds at all times by the Owners thereof, except for routine mowing included among the Townhouse Amenities that will be provided by the Association for Townhouse Units. No hedge shall be permitted to be planted or maintained upon Townhouse Units other than along the rear boundary thereof. Unit Owners shall keep all flower and vegetable gardens free from unsightly weeds, and they shall remove dead crops, and maintain such gardens in such a way as to prevent soil erosion. In no event may vegetable gardens be closer to the street than the rear line of the Dwelling constructed on the Unit.

v. No offensive or noxious activity may be carried on upon any Unit, nor shall anything be done on a Unit which may be or may become an annoyance or nuisance to the Community. Construction activities of the Declarant and Builders shall not be

considered offensive or noxious. The Executive Board shall have the right to determine whether and when anything done on a Unit is offensive or a nuisance.

w. Above ground or underground pumps, water, gas or other storage tanks are prohibited.

x. In addition to any other rule restricting parking within the Community, Long term parking of automobiles and other vehicles on any street upon the Property or within the Community (including Township streets) by Unit Owners, occupants of Units, and their family members, guests, and invitees is not permitted. Parking will be considered long term, and will thus a violation of this paragraph, if a vehicle is parked on a street within the Community for more than forty-six hours out of any forty-eight hour period.

z. The breach of any covenant or restriction herein contained, or the continuance of any such breach, may be enjoined or remedied by appropriate proceedings initiated by Declarant, its successors and assigns, the Association, or by the owner of any Unit in the Community. No delay or omission on the part of Declarant, its successors and assigns, the Association, or the owners of Units in exercising any right, power or remedy herein provided in the event of any breach shall be construed as a waiver thereof or acquiescence therein, and no right of action shall accrue nor shall any action be brought or maintained by anyone whatsoever against Declarant, its successors or assigns, or on account of the failure to bring any action on account of any breach of these covenants, conditions, reservations and restrictions, or for imposing any covenants, conditions, reservations or restrictions which may be unenforceable.

Section 8.2. No Liability. Review and approval of any application pursuant to this Article is made on the basis of aesthetic considerations, and to preserve the appearance, integrity, and value of the Property only, and approval of any request does not guarantee or otherwise ensure the physical or structural integrity of any building, wall, fence, swimming pool, roof, exterior light, or any other Structure or improvement of any kind. Neither the Executive Board nor the Association shall bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes and other governmental requirements. Neither the Executive Board nor the Association, nor any committee, or member of any of the foregoing shall be held liable for any injury, damages or loss arising out of the manner or quality of approved construction on or modifications to any Unit.

Section 8.3. Common Elements Use Restrictions. Except for the Community Center, neither the Association nor any Unit Owner shall erect any permanent or temporary Structure (other than Storm Water Management Facilities), or dump grass clippings, leaves, trash or other debris, petroleum products, fertilizers or other potentially hazardous or toxic substances on any Open Space or any Lot that is a Common Element, or block or obstruct any Common Element. Unit Owners may not mow, prune, clip or otherwise affect any plantings on any Open Space or any Lot that is a Common Element.

Section 8.4. Variance. The Executive Board reserves the right to grant a variance to

any of the use restrictions and standards set forth in Sections 8.1 and 8.2, provided that the restriction as to which a variance is granted complies with all applicable ordinances, laws, and regulations, and provided further that no variance shall be effective unless approved by the Executive Board in writing and recorded in the Office of the Recorder for the county in which the Community is located.

Section 8.5. Enforcement. The Declarant, so long as it owns any portion of the Community, any Unit Owner, and the Association each may enforce the obligations or restrictions contained in this Article VIII at law or in equity to compel compliance or to prevent the violation or abate the violation or breach thereof. In addition to any other remedy they may have, if the Declarant or Association consults an attorney or commences an action in any court to compel compliance with the restrictions set forth in this Article VIII by a Unit Owner or to seek damages on account of any violation thereof, the offending Unit Owner shall reimburse the Declarant or, as the case may be, the Association for all attorneys fees and litigation costs incurred by it in doing so within ten days after its written demand. Pending payment by the Unit Owner, such attorneys fees and litigation costs shall constitute a limited common expense allocated to and assessed against the Unit of such Unit Owner.

Section 8.6 New Construction. As provided in section 8.1.p. above, no construction of the initial improvements upon any Unit may be commenced until plans and specifications have been approved, in writing, by the Declarant, or the Executive Board, as the case may be. If the Declarant has approved (or provided for the review and approval of) any Structure to be built upon any Unit under the terms of any contract or agreement, the terms of such contract or agreement shall control and shall constitute approval under section 8.1.p. Moreover, and notwithstanding any contrary provision of Article V, no provision of this Article VIII may be amended without approval of and joinder into such amendment by the Declarant (or successor in interest to the Declarant).

Section 8.7 Survival. If any one or more of the covenants or restrictions set forth in this Article VIII are declared for any reason by a court of competent jurisdiction to be null and void or unenforceable, such judgment or decree shall not in any manner affect, modify, change, or nullify any of the other covenants or restrictions, all of which shall continue in full force and effect.

ARTICLE IX MORTGAGES

Section 9.1 Mortgages. Whether or not they expressly so state, all mortgages of any Unit or the Common Elements shall be deemed to provide, generally, that the mortgage, and the rights and obligations of the parties thereto, shall be subject to the terms and conditions of the Act and this Declaration.

ARTICLE X
THE EXECUTIVE BOARD; INSURANCE

Section 10.1 Additional Powers. In addition to the powers set forth in the Act and elsewhere in this Declaration, the Executive Board shall have the following powers:

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

Section 10.2 Resolution of Disputes. In the event any dispute or disagreement between any Unit Owners relating to the Property, or any questions of interpretation or application of this

Declaration, the Plat, the Bylaws, or the Rules and Regulations, the determination thereof by the Executive Board shall be final and binding on each and all such Unit Owners. The Executive Board shall have the authority to seek a declaratory judgment or other appropriate judicial relief or order to assist it in carrying out its responsibilities under this section. All costs of obtaining such a judgment shall be borne by the disputants, or in the absence of disputants, by the Association as a Common Expense.

Section 10.3 Insurance. The Executive Board shall cause the Association to obtain (if and to the extent available) and pay for all insurances required under section 5312 of the Act.

ARTICLE XI
BUDGETS; COMMON EXPENSES; ASSESSMENTS AND ENFORCEMENT

Section 11.1 Annual Assessments; Monthly Payments. The Association shall have the power and authority, as provided in the Act, to make assessments against all Units (consistently with their allocable Shares) to pay the General Common Expenses, (b) against Units to which Limited Common Elements are appurtenant, if any, to pay Limited Common Expenses, and (c) against Units for services, such as trash removal, the costs of which are to be assessed against such Units to pay for such services. All regular Common Expense assessments made in order to meet the requirements of the Association's annual budget shall be adopted and assessed on an annual basis payable by the Unit Owners in equal monthly installments, in advance on the first day of each month. In addition, special assessments may be made by the Association and shall be due and payable by the Unit owners (or with respect to special assessments for Limited Common Expenses, shall be due and payable by the Unit Owners to whose Units the applicable Limited Common Elements are appurtenant) in one or more periodic installments, in advance, on the first day of the applicable period, as determined by the Executive Board. Insurance costs of the Association shall be assessed as part of the Common Expenses. The Executive Board may include in Common Expenses (including Limited Common Expenses as applicable) charges for taxes upon and costs incurred for proper maintenance, operation, repair, or replacements of the Common Elements, including, without limitation, lawn care, landscaping, Storm Water Management Facilities repair and cleaning, walkways maintenance, lighting maintenance and repair, recreational facilities maintenance, provision of Townhouse Amenities, provision of refuse and trash pick-up, and the like.

Section 11.2 Subordination of Certain Charges. Any fees, charges, late charges, fines and interest which may be levied by the Executive Board pursuant to Sections 5302(a) (11) and (12) of the Act, shall be subordinate to the lien of all First Priority Mortgages on a Unit.

Section 11.3 Reserves. The Association may establish reserve accounts to be funded through monthly assessments over a reasonable period of time and thereafter may maintain adequate reserves for maintenance, repair and replacements of the Common Elements that are anticipated to require maintenance, repair or replacement on a periodic basis and to cover deductible amounts in property insurance policies. Extraordinary expenditures not originally

included in the annual budget that may be incurred in any year may be charged first against such reserves. In addition, the Executive Board shall have the right to segregate all or any portion of the reserves for any specific replacement or contingency upon such conditions as the Executive Board deems appropriate.

At the closing for the initial transfer of title from the Declarant to the non-Declarant purchaser or each Unit, the Association shall collect from such purchasers an amount equal to three hundred fifty (\$350) dollars, which monies shall be deposited into an initial working capital fund under the control of the Association. No Unit Owner is entitled to a refund of these monies by the Association upon subsequent conveyance of his Unit or otherwise. Such payments do not constitute advance payments of regular assessments. The foregoing notwithstanding, a Builder who acquires a Unit from the Declarant, with the Declarant's consent, may either make such \$350 contribution to the Association at such closing, or it may defer making such contribution until it constructs a home on the acquired Unit and conveys the Unit and home to its customer, and then require its customer to make such \$350 contribution at its closing instead of the Builder.

Section 11.4 Accounting. Within one hundred eighty (180) days after the end of each fiscal year of the Association, being the calendar year unless changed, commencing after the end of the year 2007, the Executive Board shall supply to all Unit Owners a balance sheet and a statement of revenues and expenses of the Association for the preceding year, including an accounting of the Common Expenses actually incurred and paid together with a tabulation of the amounts collected pursuant to the annual budget or assessments and showing the excess or deficit of income over expenditures plus reserves.

Section 11.5 Acceleration. If a Unit Owner is in default in the payment of the assessed charges or installments thereof for sixty days or more, the Executive Board may, in addition to all other remedies in the Act or this Declaration, accelerate all other charges and installments of assessments to become due for the next twelve months on the basis of the budget for the calendar year in which such default occurs and assuming the same budget for the following year; provided, however, a foreclosing mortgagee shall be entitled to automatic subordination of such sums in excess of the amounts given priority in lien or payment over mortgage liens in the Act.

Section 11.6 Collection Charges. Any delinquent Unit Owner shall also be obligated to pay all expenses of the Executive Board, including reasonable attorneys' fees, incurred in the collection of any delinquent assessments by legal proceedings or otherwise, and any amounts paid by the Association for taxes or on account of superior liens or otherwise to protect its lien, which expenses and amounts, together with accrued interest, shall be deemed to constitute part of the delinquent assessments and shall be collectible as such.

ARTICLE XII
RIGHTS OF CERTAIN MORTGAGEES AND OTHER REQUIRED CONSENTS

Section 12.1 Reports and Notices. Upon the specific written request of a holder of a First Priority Mortgage or its servicer to the Executive Board, the mortgagee shall be entitled to receive some or all of the following as designated in the request:

- a. Copies of budgets, notices of assessment, or any other notices or statements provided under this Declaration by the Executive Board to the Owner of the Unit covered by the mortgage;
- b. Any audited or unaudited financial statements of the Association which are prepared for the Association and distributed to the Unit Owners;
- c. Copies of notices of meetings of the Unit Owners and the right to designate a representative to attend such meetings;
- d. Notice of the decision of the Unit Owners to make any material amendment to this Declaration and Notice of any meetings at which a matter requiring approval of holders of First Priority Mortgages will be considered;
- e. Notice of substantial damage to or destruction of any part of the Common Elements (the repair of which would cost in excess of \$10,000);
- f. Notice of the commencement of any condemnation or eminent domain proceedings with respect to any part of the Common Elements;
- g. Notice of any default by the owner of the Unit which is subject to the mortgage, where such default is not cured by the Unit Owner within thirty (30) days after the giving of notice by the Association to the Unit Owner of the existence of the default;
- h. The right to examine the books and records of the Executive Board at any reasonable time; or
- i. Notice of any decision by the Executive Board to terminate professional management and assume self-management of the Property.

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

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

Section 12.2 Further Consents. If any mortgage or deed of trust upon a Unit is held by the Federal National Mortgage Association ("FNMA") or the Federal Home Loan Mortgage Corporation ("FHLMC") or if any Unit is encumbered by a mortgage or deed of trust insured or guaranteed by the Federal Housing Administration ("FHA"), the Veterans Administration ("VA"), or the Department of Housing and Urban Development ("HUD"), and any action proposed by the Association or the Unit Owners requires the approval pursuant to the then applicable regulations of FNMA, FHLMC, FHA, VA, or HUD of a specified percentage of Unit Owners, the holders of a specified percentage of such mortgages, or of such organizations, then such action shall not be taken until such requirement has been met and, further, no action proposed by the Association or the Unit Owners shall be taken or be valid unless the Declarant (during any period that the Declarant has the right to appoint members of the Executive Board), has consented to such action. The foregoing actions include, but are not limited to, the following:

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

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

ARTICLE XIII DECLARANT'S RIGHTS

Section 13.1. Control.

- a. Until the 60th day after conveyance of twenty-five (25%) percent of the total number of Units which may be created have been sold to Unit Owners other than Declarant, Declarant shall have the right to appoint and remove any and all officers and members of the Executive Board, provided, however, that Declarant may not unilaterally remove any members of the Executive Board elected by Unit Owners other than Declarant.
- b. Not later than 60 days after conveyance of twenty-five (25%) percent of the total number of Units which may be created have been sold to Unit Owners other than Declarant, one (1) member of the Executive Board shall be elected by Unit Owners other than

Declarant, and not later than 60 days after conveyance of fifty (50%) percent of the Units which may be created to Unit Owners other than Declarant, two (2) of the Executive Board shall be elected by Unit Owners other than the Declarant.

c. Not later than the earlier of (i) seven years after the date of the first conveyance of a Unit to a person other than the Declarant, (ii) 60 days after seventy-five (75%) percent of the total number of Units which may be created have been sold to Unit Owners other than Declarant, or (iii) two years after the Declarant has ceased to offer Units for sale in the ordinary course of business or after the Declarant has last exercised any development right to add new units was last exercised, all members of the Executive Board shall resign, and the Unit Owners (including Declarant to the extent of Units owned by Declarant) shall elect an Executive Board, a majority of the members of which shall be Unit Owners.

Section 13.2 Assignment. Any or all the special rights and obligations of the Declarant set forth in this Declaration, the Bylaws, or the Act may be transferred to other persons, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that contained herein, in the Bylaws, or in the Act, as applicable, and provided further, that no such transfer shall be effective unless it is in a written instrument signed by the Declarant and recorded in the Office of the Recorder for the county in which the Community is located.

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

Section 14.1 Standard of Conduct.

a. In the performance of their duties, the officers and members of the Executive Board shall stand in a fiduciary relation to the Association and shall perform their duties, including duties as members of any committee of the Board upon which they may serve, in good faith, in a manner they reasonably believe to be in the best interests of the Association and with such care, including reasonable inquiry, skill and diligence, as a person of ordinary prudence would use under similar circumstances.

b. In discharging the duties of their respective positions, the Executive Board members and officers may, in considering the best interests of the Association, consider the effects of any action upon employees and upon suppliers of the Association and upon communities in which the Community is located, and all other pertinent factors. The consideration of those factors shall not constitute a violation of the standards described above.

c. Absent breach of fiduciary duty, lack of good faith or self-dealing, actions taken as an Executive Board member or officer or any failure to take any action shall be presumed to be in the best interest of the Association.

Section 14.2 Good Faith Reliance. In performing his duties, an officer or Executive Board member shall be entitled to rely in good faith on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by any of the following:

- a. One or more other officers or employees of the Association whom the officer or Executive Board member reasonably believes to be reliable and competent in the matters presented.
- b. Counsel, public accountants or other persons as to matters which the officer or Executive Board member reasonably believes to be within the professional or expert competence of such person.
- c. A committee of the Executive Board upon which he does not serve, duly designated in accordance with law, as to matters within its designated authority, which committee the officer or Executive Board member reasonably believes to merit confidence.

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

Section 14.3 Limited Liability. No Executive Board member or officer, in his capacity as such, shall be personally liable for monetary damages for any action taken, or any failure to take any action, unless he has breached or failed to perform the duties of his office under the standards described above; provided, however, that the provisions of this Section 14.3 shall not apply to the responsibility or liability of an Executive Board member or officer pursuant to any criminal statute, or to the liability of an Executive Board member or officer for the payment of taxes pursuant to local, state, or federal law.

Section 14.4 Indemnification. To the extent permitted under Pennsylvania law, each member of the Executive Board, in his capacity as an Executive Board member, officer or both, shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him in connection with any proceeding in which he may become involved by reason of his being or having been a member and/or officer of the Executive Board, or any settlement of any such proceeding, whether or not he is an Executive Board member, officer or both at the time such expenses are incurred, except in such cases wherein such Executive Board member and/or officer is adjudged to be in breach of the standards of conduct described above; provided that, in the event of a settlement, this indemnification shall apply only if and when the Executive Board (with the affected member abstaining if he is then an Executive Board member) approves such settlement and reimbursement as being in the best interests of the Association; and provided further that, indemnification hereunder with respect to any criminal action or proceeding is permitted only if such Executive Board member and/or officer had no reasonable cause to believe his conduct was unlawful. The indemnification by the Unit Owners set forth in this Section 14.4 shall be paid by the Association on behalf of the Unit Owners and shall constitute a Common Expense and shall be assessed and collectible as such.

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Such right of indemnification shall not be deemed exclusive of any other rights to which such Executive Board member and/or officer may be entitled as a matter of law or agreement or by vote of the Unit Owners or otherwise.

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

Section 14.5 D & O Insurance. The Executive Board may obtain insurance to satisfy the indemnification obligation of the Association and all Unit Owners set forth in Section 14.4 above, if and to the extent available at reasonable cost.

ARTICLE XV GENERAL PROVISIONS

Section 15.1 Enforcement. The obligations and rights set forth herein shall run with the land and shall inure to the benefit of and be enforceable by the Association, the Unit Owners, and their respective personal representatives, heirs, successors, and assigns.

Section 15.2 Severability. The invalidity of any provision of this Declaration as determined by a court of competent jurisdiction shall not affect any other of the provisions, all of which shall remain in full force and effect.

Section 15.3 Compliance. Each Unit Owner and occupant of any Unit shall comply with all the provisions of this Declaration, the Bylaws, and the rules and regulations of the Association.

Section 15.4 Limitation of Association Liability. The Association shall not be liable to any Unit Owner for any failure of any services required to be obtained or performed by the Association or paid for out of assessments, or for injury or damage to persons or property caused by weather, Acts of God, any circumstance or happening beyond the reasonable control of the Association, or the flow or presence of any water from or upon the Common Elements, or any pipe, conduit, or other Storm Water Management Facilities. Moreover, the Association shall not be liable to any Unit Owner for loss or damage, by theft or otherwise of articles left upon the Common Elements, nor shall any diminution or abatement of assessments be claimed, allowed, or permitted for inconvenience or discomfort arising from the making of repairs or improvements to Common Elements, or any failure to make such repairs or improvements, nor from any action taken by the Association to cause compliance with the provisions of this Declaration, any law or ordinance, or any order or directive or any governmental entity or agency. The foregoing,

however, shall not relieve the Association of its obligations set forth in this Declaration or the Act and shall not be construed as limiting the liability of the Association to the Township or persons other than Unit Owners in the event of its failure to do so.

Section 15.5 Applicable Law. The provisions of this Declaration do not, and are not intended to, supersede, render unenforceable, or affect adversely the enforceability of the Township's Zoning Ordinance, Subdivision and Land Development Ordinance, or other ordinances or regulations.

IN WITNESS WHEREOF, DGB Properties, LP has caused its name to be signed to these presents by its authorized member on this 6 day of JUNE, 2008.

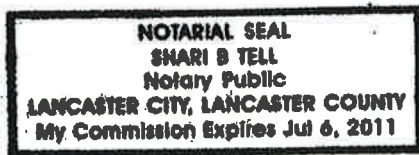
DGB Properties, LP
By: Dana/Glass Properties, Inc., general partner

By: [Signature]
Michael S. Glass, President

COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF LANCASTER :

On this, the 6 day of JUNE, 2008, before me, a Notary Public, personally appeared Michael S. Glass, known to me (or satisfactorily proven) and who acknowledged himself to be the president of Dana/Glass Properties, Inc., a general partner of DGB Properties, LP, and as such president, and being authorized so to do, signed the foregoing Declaration in the name of such general partner, for DGB Properties, LP and acknowledged the foregoing to be its act and deed and desired the same to be recorded as such.

Witness my hand and notarial seal this 6 day of JUNE, 2008.



[Signature]
Notary Public

My Commission Expires: July 6, 2011

SUBORDINATION OF MORTGAGE AND JOINDER BY MORTGAGEE

The undersigned, FIRST COMMONWEALTH BANK, ("Mortgagee") being holder of an Open End Mortgage dated January 15, 2008 and recorded January 17, 2008 at Book 0573 and Page 1428 in the Office of the Recorder for Mifflin County, Pennsylvania, upon the within described Property that is the submitted to this Declaration, as further described in Exhibit 1 hereto, and as holder of any other mortgages that the Mortgagee may now or hereafter hold upon such Property (all such mortgages hereinafter collectively referred to as the "Mortgages"), joins in, consents to, and approves the rights, obligations, easements, and privileges in the attached Declaration of Blossom Hill, a Planned Community (the "Declaration"), subordinates its rights as Mortgagee thereto.

The Mortgagee, for itself and its successors and assigns (which shall include any assignee of the Mortgages and any purchaser of the Property or portions thereof at a sale in foreclosure of the Mortgages or otherwise), herein covenants and agrees that the rights, obligations, easements, and privileges granted and created in the Declaration with respect to said Real Estate shall not be terminated or disturbed by reason of any foreclosure or other action that may be instituted by Mortgagee, its successors or assigns, as a result of any default under the Mortgages or the debt instruments that such Mortgages secure. Mortgagee by consenting to the Declaration shall not by virtue of its interest as Mortgagee be deemed to have undertaken any obligations of the Mortgagor, as Declarant, under the Declaration, including but not limited to construction or maintenance of the Common Elements or other site improvements.

IN WITNESS WHEREOF, the Mortgagee has executed this Subordination of Mortgage and Joinder by Mortgagee on this the 9 day of June, 2008.

Attest: [Signature] FIRST COMMONWEALTH BANK
By: [Signature]

COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF ~~LANCASTER~~ Indiana :

On this, the 9 day of June, 2008, before me, a Notary Public, personally appeared Brian Bross known to me (or satisfactorily proven) and who acknowledged himself to be a Vice President of First Commonwealth Bank, a corporation, and as such Vice President, and being authorized so to do, signed the foregoing Declaration in its name and acknowledged the foregoing to be its act and deed and desired the same to be recorded as such.

Witness my hand and notarial seal this June 9 day of June 9, 2008.

[Signature]
Notary Public

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
ROBIN L. MCCORMICK, NOTARY PUBLIC
INDIANA BOROUGH, INDIANA COUNTY
MY COMMISSION EXPIRES JUNE 29, 2011

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EXHIBIT 1
SUBMITTED REAL ESTATE

"Blossom Hill" Phase 1
Derry Township
Mifflin County, PA

All that certain tract of situate on the southeastern right of way line of Green Avenue, located in Derry Township, Mifflin County, Pennsylvania. Said tract of land shown more fully on a Final Subdivision Plan of "Blossom Hill" Phase 1, prepared by ELA Group, Inc. and recorded in Map Book 24 Page 107, in the Office for the Recording of Deeds in and for the County of Mifflin, Commonwealth of Pennsylvania. Bounded and described as follows:

Beginning at a point on the southeastern right of way line of Green Avenue, the northwest corner of the herein described tract:

1. Thence by the southeastern right of way of Green Avenue, North sixty-three degrees forty-two minutes six seconds East, five-hundred thirty-three and three hundredths feet, (N 63°42'06" E - 533.03'), to a point.
2. Continuing by the southeastern right of way of Green Avenue, North twenty-six degrees seventeen minutes fifty-four seconds West, ten and zero hundredths feet, (N 26°17'54" W - 10.00'), to a point.
3. Continuing by the southeastern right of way of Green Avenue, North sixty-three degrees forty-two minutes six seconds East, two-hundred thirteen and forty-seven hundredths feet, (N 63°42'06" E - 213.47'), to a point.
4. Continuing by the southeastern right of way line of Green Avenue in a northeast direction with a tangent curve concave to the southeast having an interior angle of 03°24'43", a radius of 5,867.74', an arc length of 349.42', and the chord thereof being North sixty-five degrees twenty-four minutes twenty-eight seconds East, three-hundred forty-nine and thirty-seven hundredths feet, (N 65°24'28" E - 349.37'), to a point.
5. Continuing by the southeastern right of way of Green Avenue, North sixty-seven degrees six minutes forty-nine seconds East, eight-hundred ninety-six and twenty-nine hundredths feet, (N 67°06'49" E - 896.29'), to a point on line of lands of Sherman and Kay Glick.
6. Thence by lands of Sherman and Kay Glick, South forty-three degrees twenty-eight minutes three seconds East, twenty-one and thirty-six hundredths feet, (S 43°28'03" E - 21.36'), to a point on line of Phase II of Blossom Hill Subdivision.
7. Thence by proposed Phase II of Blossom Hill Subdivision, South sixty-seven degrees six minutes forty-nine seconds West, one-hundred sixty-five and ninety-eight hundredth feet, (S 67°06'49" W - 165.98'), to a point.
8. Continuing by proposed Phase II of Blossom Hill Subdivision, South seven degrees

seventeen minutes forty-six seconds East, one-hundred ninety-nine and forty-eight hundredths feet, (S 07°17'46" E - 199.48'), to a point on the northern right of way line of Exeter Lane.

9. Thence by the northern right of way line of Exeter Lane in a east direction on a curve concave to the south having an interior angle of 03°11'56", a radius of 330.00', an arc length of 18.42', and the chord thereof being North eighty-four degrees eighteen minutes twelve seconds East, eighteen and forty-two hundredths feet, (N 84°18'12" E - 18.42'), to a point.

10. Thence through the bed of Exeter Lane, South four degrees five minutes fifty seconds East, fifty and zero hundredths feet, (S 04°05'50" E - 50.00'), to a point on the southern right of way line of Exeter Lane.

11. Thence by the southern right of way line of Exeter Lane in a west direction on a curve concave to the south having an interior angle of 06°17'44", a radius of 280.00', an arc length of 30.77', and the chord thereof being South eighty-two degrees forty-five minutes eighteen seconds West, thirty and seventy-five hundredths feet, (S 82°45'18" W - 30.75'), to a point on line of Phase II of Blossom Hill Subdivision.

12. Thence by proposed Phase II of Blossom Hill Subdivision, South twenty-two degrees fifty-three minutes eleven seconds East, two-hundred forty-three and thirty-seven hundredths feet, (S 22°53'11" E - 243.37'), to a point.

13. Continuing by proposed Phase II of Blossom Hill Subdivision, South sixty-seven degrees six minutes forty-nine seconds West, one-hundred twenty and zero hundredths feet, (S 67°06'49" W - 120.00'), to a point on the northeastern right of way of Barrington Lane.

14. Thence by the northeast right of way line of Barrington Lane, North twenty-two degrees fifty-three minutes eleven seconds West, twelve and zero hundredths feet, (N 22°53'11" W - 12.00'), to a point.

15. Thence through the bed of Barrington Lane, South sixty-seven degrees six minutes forty-nine seconds West, sixty and zero hundredths feet, (S 67°06'49" W - 60.00'), to a point on the southwestern right of way of Barrington Lane.

16. Thence by the southwestern right of way line of Barrington Lane, North twenty-two degrees fifty-three minutes eleven Seconds West, one-hundred thirteen and zero hundredths feet, (N 22°53'11" W - 113.00'), to a point on line of Phase II of Blossom Hill Subdivision.

17. Thence by proposed Phase II of Blossom Hill Subdivision, South sixty-seven degrees six minutes forty-nine seconds West, three-hundred two and zero hundredths feet, (S 67°06'49" W - 302.00'), to a point.

18. Continuing by proposed Phase II of Blossom Hill Subdivision, South twenty-two degrees fifty-three minutes eleven seconds East, one-hundred twenty-five and zero hundredths feet, (S 22°53'11" E - 125.00'), to a point.
19. Continuing by proposed Phase II of Blossom Hill Subdivision, South sixty-seven degrees six minutes forty-nine seconds West, thirty and zero hundredths feet, (S 67°06'49" W - 30.00'), to a point.
20. Continuing by proposed Phase II of Blossom Hill Subdivision, North twenty-two degrees fifty-three minutes eleven Seconds West, one-hundred twenty-five and zero hundredths feet, (N 22°53'11" W - 125.00'), to a point.
21. Continuing by proposed Phase II of Blossom Hill Subdivision, South sixty-seven degrees six minutes forty-nine seconds West, three-hundred seventy-two and zero hundredths feet, (S 67°06'49" W - 372.00'), to a point.
22. Continuing by proposed Phase II of Blossom Hill Subdivision, South twenty-two degrees fifty-three minutes eleven seconds East, ten and zero hundredths feet, (S 22°53'11" E - 10.00'), to a point.
23. Continuing by proposed Phase II of Blossom Hill Subdivision, South sixty-seven degrees six minutes forty-nine seconds West, one-hundred forty and zero hundredths feet, (S 67°06'49" W - 140.00'), to a point.
24. Continuing by proposed Phase II of Blossom Hill Subdivision, South twenty-two degrees fifty-three minutes eleven seconds East, two-hundred ninety and zero hundredths feet, (S 22°53'11" E - 290.00'), to a point.
25. Continuing by proposed Phase II of Blossom Hill Subdivision, South sixty-seven degrees six minutes forty-nine seconds West, fifty-five and fourteen hundredths feet, (S 67°06'49" W - 55.14'), to a point on the future northeastern right of way line of Exeter Lane.
26. Thence by the future northeastern right of way line of Exeter Lane in a northwest direction on a curve concave to the northeast having an interior angle of 20°53'39", a radius of 280.00', an arc length of 102.11', and the chord thereof being North Forty-three degrees thirty-seven minutes forty-one seconds West, one-hundred one and fifty-four hundredths feet, (N 43°37'41" W - 101.54'), to a point.
27. Thence through the bed of Exeter Lane, South fifty-six degrees forty-nine minutes nine seconds West, fifty and zero hundredth feet, (S 56°49'09" W - 50.00'), to a point on the southwestern right of way of Exeter Lane.
28. Thence by the southwestern right of way of Exeter Lane, North thirty-one degrees fifty-eight minutes thirteen seconds West, thirteen and ninety-four hundredths feet, (N 31°58'13" W - 13.94'), to a point.

29. Thence by a curve connecting the southwestern right of way of Exeter Lane and the southeastern right of way of Cambridge Lane in a west direction on a curve concave to the south having an interior angle of $85^{\circ}31'42''$, a radius of 17.00', an arc length of 25.38', and the chord thereof being North seventy-three degrees thirty-one minutes twenty-seven seconds West, twenty-three and nine hundredths feet, (N $73^{\circ}31'27''$ W - 23.09'), to a point on the southeastern right of way line of Cambridge Lane.
30. Thence by the southeastern right of way line of Cambridge Lane in a southwest direction with a tangent curve concave to the southeast having an interior angle of $22^{\circ}22'50''$, a radius of 320.00', an arc length of 125.00', and the chord thereof being South fifty-two degrees thirty-one minutes seventeen seconds West, one-hundred twenty-four and twenty hundredths feet, (S $52^{\circ}31'17''$ W - 124.20'), to a point on line of Phase II of Blossom Hill Subdivision.
31. Thence by proposed Phase II of Blossom Hill Subdivision, South forty-one degrees forty-three minutes thirty-seven seconds East, one-hundred forty-seven and sixty hundredths feet, (S $41^{\circ}43'37''$ E - 147.60'), to a point.
32. Continuing by proposed Phase II of Blossom Hill Subdivision, South fifty-nine degrees thirty-five minutes fifty-five seconds East, one-hundred thirteen and fifty hundredths feet, (S $59^{\circ}35'55''$ E - 113.50'), to a point.
33. Continuing by proposed Phase II of Blossom Hill Subdivision, North sixty-four degrees twenty-nine minutes thirty-nine seconds East, one-hundred eighty-one and ninety-three hundredths feet, (N $64^{\circ}29'39''$ E - 181.93'), to a point.
34. Continuing by proposed Phase II of Blossom Hill Subdivision, South thirty-four degrees thirty-five minutes fifty-one seconds East, one-hundred eighty and fifty-two hundredths feet, (S $34^{\circ}35'51''$ E - 180.52'), to a point.
35. Continuing by proposed Phase II of Blossom Hill Subdivision, South sixty-seven degrees forty-eight minutes fifty-nine seconds West, two hundred fifty-six and four hundredths feet, (S $67^{\circ}48'59''$ W - 256.04'), to a point.
36. Continuing by proposed Phase II of Blossom Hill Subdivision, South forty-five degrees fifteen minutes twenty-eight seconds West, fifty and zero hundredths feet, (S $45^{\circ}15'28''$ W - 50.00'), to a point on the proposed right of way of Geisinger Lane.
37. Thence by the proposed northeastern right of way line of Geisinger Lane, North forty-four degrees forty-four minutes thirty-two seconds West, forty-nine and fifty-nine hundredths feet, (N $44^{\circ}44'32''$ W - 49.59'), to a point.
38. Thence by the proposed northeastern right of way line of Geisinger Lane in a northwest direction with a tangent curve concave to the southwest having an interior angle of $06^{\circ}48'36''$, a radius of 530.00', an arc length of 62.99', and the chord thereof

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being North forty-eight degrees eight minutes fifty seconds West, sixty-two and ninety-six hundredths feet, (N 48°08'50" W - 62.96'), to a point.

39. Thence through the bed of Geisinger Lane, South thirty-eight degrees twenty-six minutes fifty-two seconds West, sixty and zero hundredths feet, (S 38°26'52" W - 60.00'), to a point on the southwestern right of way line of Geisinger Lane.

40. Thence by the southwestern right of way line of Geisinger Lane in a northwest direction on a curve concave to the southwest having an interior angle of 10°40'14", a radius of 470.00', an arc length of 87.53', and the chord thereof being North fifty-six degrees fifty-three minutes fifteen seconds West, eighty-seven and forty hundredths feet, (N 56°53'15" W - 87.40'), to a point on line of Phase II of Blossom Hill Subdivision.

41. Thence by proposed Phase II of Blossom Hill Subdivision, North sixty-two degrees thirteen minutes twenty-two seconds West, eight and twenty-three hundredths feet, (N 62°13'22" W - 8.23'), to a point.

42. Continuing by proposed Phase II of Blossom Hill Subdivision, South thirty-one degrees four minutes thirty-five seconds West, one-hundred nine and fifty-seven hundredths feet, (S 31°04'35" W - 109.57'), to a point.

43. Continuing by proposed Phase II of Blossom Hill Subdivision, South forty degrees eight minutes six seconds West, one-hundred and forty-eight hundredths feet, (S 40°08'06" W - 100.48'), to a point.

44. Continuing by proposed Phase II of Blossom Hill Subdivision, South fifty-one degrees seventeen minutes fifty-one seconds West, one-hundred fifty-eight and sixteen hundredths feet, (S 51°17'51" W - 158.16'), to a point.

45. Continuing by proposed Phase II of Blossom Hill Subdivision, South fifty-nine degrees thirty-eight minutes forty-seven seconds West, three-hundred fourteen and seventy-six hundredths feet, (S 59°38'47" W - 314.76'), to a point.

46. Continuing by proposed Phase II of Blossom Hill Subdivision, South sixty-four degrees thirty-one minutes eleven seconds West, two hundred forty and sixty-nine hundredths feet, (S 64°31'11" W - 240.69'), to a point on line of lands of Tressler Lutheran Service Association.

47. Thence by lands of Tressler Lutheran Service Association, North twenty-five degrees twenty-eight minutes forty-nine seconds West, three-hundred forty-one and forty-six hundredths feet, (N 25°28'49" W - 341.46'), to a point.

48. Thence by lands of Tressler Lutheran Service Association, North sixty-five degrees seven minutes zero seconds West, thirty-three and sixty-four hundredths feet, (N 65°07'00" W - 33.64'), to a point on line of lands of Penn State Geisinger Medical Facility.

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49. Thence by lands of Penn State Geisinger Medical Facility, North fifty-four degrees fifty-three minutes twelve seconds East, seven-hundred thirty-one and nineteen hundredths feet, (N 54°53'12" E - 731.19'), to a point in the centerline of Geisinger Lane.

50. Thence by the centerline of Geisinger Lane and by lands of Penn State Geisinger Medical Facility in a northwest direction on a curve concave to the northeast having an interior angle of 26°46'37", a radius of 840.00', an arc length of 392.57', and the chord thereof being North thirty-nine degrees forty-one minutes twelve seconds West, three-hundred eighty-nine and one hundredth feet, (N 39°41'12" W - 389.01'), to a point.

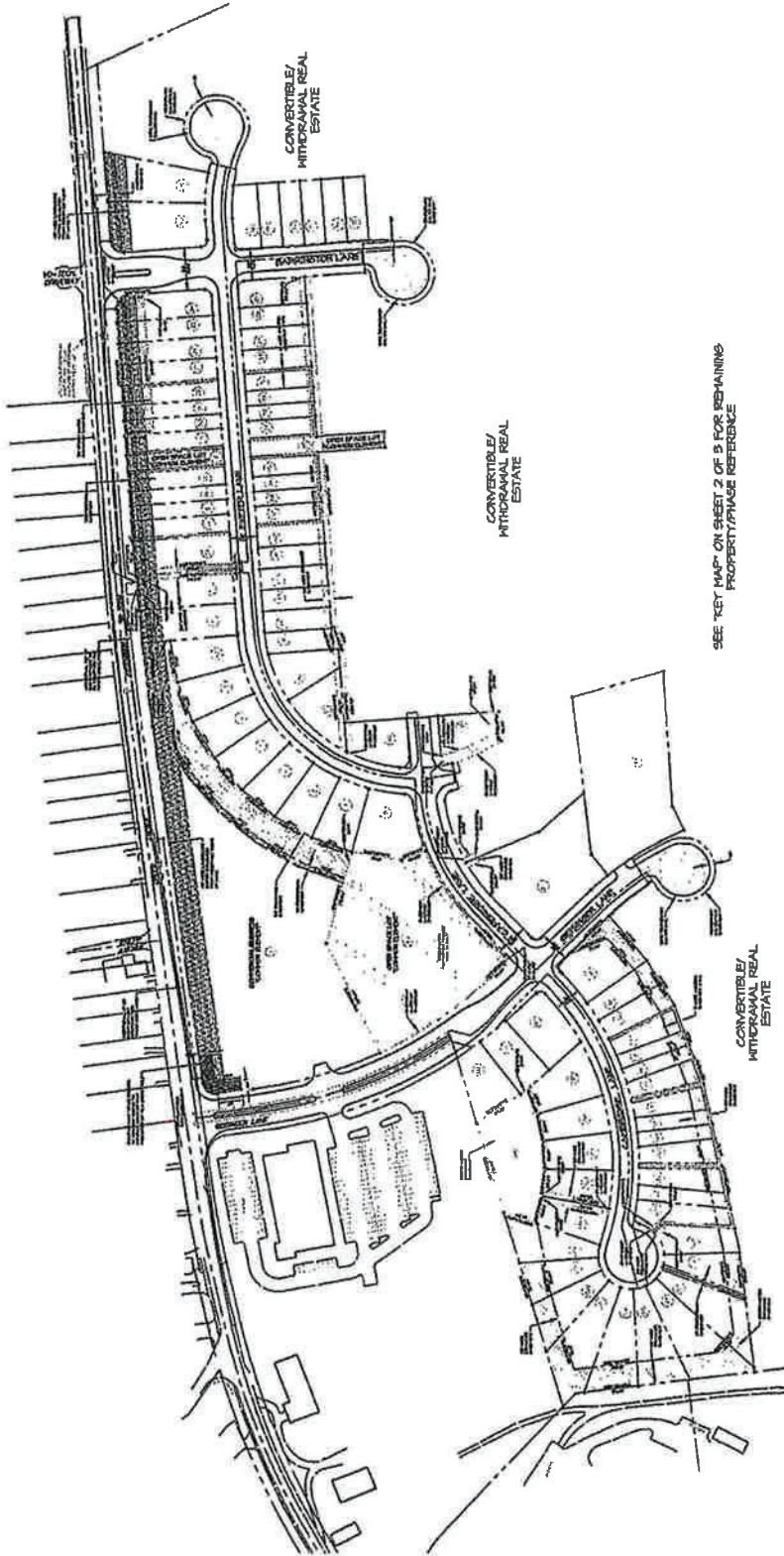
51. Continuing by the centerline of Geisinger Lane and by lands of Penn State Geisinger Medical Facility, North twenty-six degrees seventeen minutes fifty-four seconds West, one-hundred and forty-nine hundredths feet, (N 26°17'54" W - 100.49'), to the point of beginning.

Containing: 28.9753 acres.

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EXHIBIT 2

PLAT



SEE KEY MAP ON SHEET 2 OF 5 FOR REMAINING
PROPERTY/TYPICAL REFERENCE

LINE AND SYMBOL LEGEND

PROPERTY LINE	EXISTING SIDEWALK	PROPOSED SIDEWALK	PROPOSED DRIVE	PROPOSED DRIVE	PROPOSED DRIVE	PROPOSED DRIVE	PROPOSED DRIVE	PROPOSED DRIVE	PROPOSED DRIVE
EXISTING DRIVE	EXISTING DRIVE	EXISTING DRIVE	EXISTING DRIVE	EXISTING DRIVE	EXISTING DRIVE	EXISTING DRIVE	EXISTING DRIVE	EXISTING DRIVE	EXISTING DRIVE
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BASEMENT LEGEND

CONCRETE	CONCRETE	CONCRETE	CONCRETE	CONCRETE	CONCRETE	CONCRETE	CONCRETE	CONCRETE	CONCRETE
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EVA GROUP, inc.
 ENGINEERING ARCHITECT
 1000 W. BROADWAY
 SUITE 1000
 LAUREL, MD 20646

BLISSON HILL PLANNED COMMUNITY
 CONVERSION OF EXISTING SIDEWALKS
 AND DRIVEWAYS

DESIGN PROPERTIES, LP
 4000 W. BROADWAY
 SUITE 1000
 LAUREL, MD 20646

DATE: JAN 2007
PROJECT NO.: 06-000-000
SCALE: 1" = 10'-0"
SHEET NO.: 5 OF 5

CERTIFICATE OF ACCURACY PLAN
 I, the undersigned, being a duly qualified and licensed Professional Engineer in the State of Maryland, do hereby certify that the above described plan was prepared by me or under my direct supervision and that I am a duly licensed Professional Engineer in the State of Maryland.

DATE: JAN 2007
BY: [Signature]

SEAL: [Professional Engineer Seal]

PROJECT NO.: 06-000-000
SHEET NO.: 5 OF 5

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EXHIBIT 3
SHARE OF COMMON EXPENSES, VOTES IN ASSOCIATION

Each Unit shall have one vote in the Association and Each Unit's share of General Common Expenses shall be 1.177%

Lots 1 and 144 are not Units, nor are they part of the Community, and thus they have no liability for Common Expense assessments.

Lots 2, 18, 35, 110 and 143 are Common Elements and thus have no liability for Common Expense assessments.

<u>LOT NUMBER</u>	<u>SHARE OF COMMON EXPENSE</u>
3	1.177%
4	1.177%
5	1.177%
6	1.177%
7	1.177%
8	1.177%
9	1.177%
10	1.177%
11	1.177%
12	1.177%
13	1.177%
14	1.177%
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32	1.177%
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34	1.177%
36	1.177%
37	1.177%
38	1.177%
39	1.177%
40	1.177%
41	1.177%

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42	1.177%
43	1.177%
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47	1.177%
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70	1.177%
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72	1.177%
73	1.177%
74	1.177%
75	1.177%
76	1.177%
77	1.177%
102	1.177%
111	1.177%
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137	1.177%
138	1.177%
139	1.177%
140	1.177%
141	1.177%
142	<u>1.177%</u>
	100.045%