

**DECLARATION OF THE
TOWNES IN THE VILLAGE
AT SPRINGBROOK FARMS,
A CONDOMINIUM**

**Township of South Londonderry
County of Lebanon
Commonwealth of Pennsylvania**

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THIS DECLARATION is made this 26th day of October, 2004, by Springbrook Farms, Inc., a Pennsylvania corporation, the legal owner of the Property (the "Declarant"). Brookwood Drive Associates, LLC, joins as a Declarant only with respect to any Units or Limited Common Elements created within the Property identified in Exhibit "A".

WITNESSETH:

ARTICLE I

SUBMISSION

1.1. Name; County; Description: Declarant, legal owner of the real estate described in Exhibit "A" attached hereto, located in the Township of South Londonderry, County of Lebanon, and Commonwealth of Pennsylvania, hereby submits the Property to the provisions of the Pennsylvania Uniform Condominium Act, 68 Pa. C.S.A. section 3101 et seq., as amended, (the "Act"), and hereby creates with respect to the Property a condominium, to be known as (the "Condominium").

1.2. Easements and Licenses: The Property is so submitted with the following easements and restrictions which existed prior to the date of this Declaration:

A. Under and subject to a right of way granted to South Londonderry Township, recorded in the Records Office in Misc. Book 231, page 199.

B. Under and subject to a right of way granted to South Londonderry Township, recorded in the Records Office in Misc. Book 175, page 525.

C. Under and subject to a right of way granted to Metropolitan Edison Company, recorded in the Records Office in Misc. Book 178, page 1012.

D. Under and subject to the requirements and restrictions as recorded on the Final Subdivision Plan for the Village at Springbrook Farms, recorded in Plan Book 59, page 183.

E. Under and subject to the Declaration of Protective Covenants and Easements for The Village at Springbrook Farms, recorded concurrently herewith.

F. Under and subject to the Declaration of the Village at Springbrook Farms Master Association, recorded concurrently herewith.

ARTICLE II

DEFINITIONS

2.1. Terms Defined or Used in the Act: Capitalized terms used herein and in the Declaration Plats shall have the meanings specified or used for such terms in Section 3103 or elsewhere in the Act, unless otherwise defined herein.

2.2. More Specific Meanings: The following terms are used or defined in general terms in the Act and shall have specific meanings hereunder as follows:

“Association” shall mean The Townes in the Village at Springbrook Farms Condominium Association, Inc., a Pennsylvania non-profit corporation, its successors or assigns.

“Bylaws” shall mean the Bylaws of The Townes in the Village at Springbrook Farms Condominium Association, Inc., as they may be amended from time to time.

“Common Elements” shall mean all real and personal property, or any interest therein, which the Association now or hereafter owns or otherwise holds for the common use and enjoyment of all Owners, and shall include all those portions of the Property except for the Units. The Common Elements shall include the Association’s interest in all Storm Water Management Facilities that are not part of a Unit, as well as any improvements required for any improved roadways that have not been accepted for dedication by the Township, pumping stations, lines, manholes or other equipment that is part of any sanitary sewer or drinking water system which has not been accepted for dedication by any public authorities having jurisdiction over the Property, and any other interest in real property or the improvements or Structures thereon held by the Association.

“Convertible Real Estate” shall mean the real estate described in Exhibit “B” attached hereto.

“Declarant” shall mean Springbrook Farms, Inc, and Brookwood Drive Associates, LLC, only with respect to Units and Limited Common Elements built by Brookwood Drive Associates, LLC.

“General Common Expenses” shall mean the actual and estimated expenses incurred by the Association for the general benefit of all Unit Owners, including any reasonable reserve, all as may be found to be necessary and appropriate by the Board pursuant to this Declaration, the Bylaws and the Articles of Incorporation of the Association.

“Limited Common Elements” shall mean any portion of the Common Elements allocated for the exclusive use of one or more but fewer than all of the Units, and shall include those items listed as Limited Common Elements by § 3202 of the Act, those areas labeled Limited Common Elements by the Plats or Plans, and the driveways serving the Units.

“Member” shall mean a Person entitled to membership in the Association, as provided herein.

“Unit” shall mean that part of any building or Structure on the Property intended for single-family living, as depicted on the Plan. The boundaries of each Unit shall be the interior surfaces of the exterior walls, and the one half of the full thickness of any walls shared with another Unit, together with those items as described in § 3202 of the Act.

“Additional Real Estate” shall mean the real estate described in Exhibit “C” attached hereto.

2.3. Non-Statutory Terms Defined: The following terms when used herein or in the Declaration Plats shall have the meanings set forth below:

“Board” shall mean the Board of Directors of the Association.

“Builder” shall mean any Person building, constructing, excavating, or otherwise completing all or part of any Unit, Limited Common element or Common Element. The Builder of any Units or Common Elements on the Property identified in Exhibit “A” is Brookwood Drive Associates, LLC, a Pennsylvania limited liability company with an address of 474 Mt. Sidney Road, Lancaster, PA 17602.

“Declaration of Protective Covenants and Easements” or “Covenants” shall mean Declaration of Protective Covenants and Easements for The Village at Springbrook Farms, recorded in the Recorder’s Office concurrently herewith.

“Declaration Plats” or “Plats” shall mean the Plats prepared by RGS Associates, Inc., pursuant to section 3201 of the Act, and recorded in the Recorder’s Office. The Declaration Plats are an integral part of the Declaration.

"Declaration Plans" or "Plans" shall mean the Unit Plans prepared pursuant to section 3201 of the Act, and recorded in the Recorder's Office at Subdivision Plan Book. The Declaration Plans are an integral part of the Declaration.

"Drainage" shall mean the removal of surface water or ground water from land by drains, grading or other means, and includes: (1) control of run-off to minimize erosion and sedimentation during and after construction or development; and (ii) necessary for water supply preservation or prevention or alleviation of flooding.

"Infiltration Beds and Trenches" shall mean any areas labeled Infiltration Bed or Infiltration Trench on the Declaration Plat. Infiltration Beds and Trenches may be located under or within any other Storm Water Management Facility, such as Porous Pavement or Recharge Gardens.

"Sewer Improvements" shall mean any sanitary sewer line in any portion of the Property or within any roadway accepted for dedication by the Township.

"SLTMA" shall mean the South Londonderry Township Municipal Authority or any successor entity.

"Unit Owner" shall mean one or more Persons who hold the record title to any Unit that is part of the Property, but excluding in all cases any party holding an interest merely as security for the performance of an obligation. If a Unit is sold under a recorded contract of sale, and the contract specifically so provides, then the purchaser (rather than the owner of the legal interest) will be deemed the Unit Owner. If a Unit is subject to a written lease with a term in excess of one year and the lease specifically so provides, then upon filing a copy of the lease with the Executive Board, the lessee (rather than the fee owner) will be deemed the Unit Owner for the purpose of exercising all privileges of membership in the Association.

"Percentage Interest" shall mean each Unit Owner's share of Common Expense liability appurtenant to each Unit.

"Permitted Mortgage" shall mean 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 like institutional investor or lender; and (iv) any other mortgagee approved by the Executive Board. A holder, insurer or guarantor of a Permitted 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, is referred to herein as a "Permitted Mortgagee."

"Person" or "Persons" shall mean a natural person, a corporation, a partnership, a trustee or any other legal entity.

"Pertinent Laws" shall mean the statutes, ordinances, regulations, and other laws pertinent to the ownership, sale, use, and development of the Property, as codified or promulgated by the Township of South Londonderry, County of Lebanon, Commonwealth of Pennsylvania, the United States of America, and other public authorities having jurisdiction over the Property, or the lawfully granted waiver or variance therefrom.

"Porous Pavement" shall mean any areas labeled Porous Pavement on the Declaration Plats. Porous Pavement may include, without limitation, porous sidewalks, trails, parking lots or other areas, and may be located within or on top of other Storm Water Management Facilities, such as Infiltration Beds and Trenches.

"Property" shall mean all that certain real estate described in Exhibit "A".

"Recharge Gardens" shall mean any areas labeled Recharge Gardens on the Declaration Plat.

"Recorder's Office" shall mean the office of the Recorder of Deeds in and for the County of Lebanon, Commonwealth of Pennsylvania.

"Storm Water Management Facilities" shall mean all of the land areas and improvements thereto within, under and adjacent to the Property devoted to the purposes of detaining, retaining, and/or controlling the volume and/or rate and/or the direction of storm water, including but not necessarily limited to infiltration trenches, berms, cisterns, detention basins, diversion terraces, drainage easements, energy dissipaters, infiltration structures, retaining walls, retention basins, sedimentation basins, seepage pits, seepage drenches, storm sewers, and swales. "Storm Water Management Facilities" will also include any pervious pavement parking areas or any infiltration beds located under any driveway Limited Common Elements.

"Structure" shall mean 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, garage facilities, storage buildings or sheds, signs, abutments, ornamental projections, exterior fixtures, shaped earth as a masonry structure, lights, or poles.

"Supplemental Declaration" shall mean any amendment or supplement to this Declaration executed by or consented to by Declarant which subjects additional property to this Declaration and/or imposes, expressly or by reference, additional restrictions and obligations on the land described therein.

"Surface Infiltration Beds" shall mean any areas labeled Surface Infiltration Beds on the Declaration Plat.

“Trail” shall mean any areas labeled as a Trail on the Declaration Plat.

“Township” shall mean the Township of South Londonderry, County of Lebanon, Pennsylvania.

“Use” shall mean the purpose to which buildings or Units are devoted to in compliance with this Declaration.

ARTICLE III

BUILDINGS; UNITS; COMMON ELEMENTS; BOUNDARIES; TYPES

3.1. Declaration Plats ; Units; Common Elements: The Units are as shown on the Plats. The location and dimensions of Units, Common Elements and Limited Common Elements are shown on the Plats and Plans.

3.2. Types of Units: The types of Units are more particularly shown on the Declaration Plats and Plans.

3.3. Relocation of Unit Boundaries and Subdivisions: Relocation of boundaries between Units by the Unit Owner is not permitted. Relocation of boundaries between Units by the Declarant may be permitted in accordance with the provisions of the Act, provided that the relocation complies with all Pertinent Laws.

ARTICLE IV

IDENTIFICATION OF UNITS; VOTES; ALLOCATION OF PERCENTAGE INTEREST & COMMON EXPENSE LIABILITIES

4.1. Allocation of Percentage Interest: The Percentage Interest appurtenant to each Unit is calculated by dividing one by the total number of all Units in the Condominium (for example, if there are six Units, each Unit’s percentage interest shall be calculated as follows: $1 / 6 = .167$).

4.2. Association Membership: Each Unit Owner shall become a Member of the Association and shall be subject to all rights and duties assigned to Unit Owners.

4.3. Voting Rights: Every Person who is an owner of any Unit which is part of the Property, including the Declarant if the Declarant owns any Units, shall have one (1) vote for each Unit owned. When the Unit is owned of record in the name of two or more persons or entities,

whether fiduciaries, joint tenants, tenants in common, tenants in partnership or in any other manner of joint or common ownership, or if two or more persons or entities have the same fiduciary relationship respecting the same property, all such persons shall be Members; however, the applicable vote for such Unit shall be exercised as they among themselves determine, but in no event shall more than the single vote attributed to the Unit be cast with respect to such Unit. Any owner who leases his Unit may, in the lease or other written instrument, assign the voting right appurtenant to that Unit to the lessee, provided that a copy of such instrument is furnished to the Association. Until the Declarant turns over control of the Executive Board pursuant to Section 4.4 of this Declaration, The Declarant shall have three (3) votes for every Unit that is owned by a Person other than the Declarant.

4.4. Executive Board: The Association shall be governed by an Executive Board ("Executive Board") consisting of three (3) or five (5) members. Initially, the Board shall consist of three (3) members, with the number in subsequent years to be determined by the members of the Executive Board as provided for in the Bylaws of the Association. Pursuant to the Act, the Declarant shall initially appoint all members of the Executive Board of the Association. No later than 60 days after conveyance of 25% of the total number of Units which may be built, one member of the Executive Board of the Association shall resign, and a replacement shall be elected by Unit Owners other than the Declarant. Within 180 days after the conveyance of 75% of the total number of Units which may be built, all remaining members of the Executive Board of the Association shall resign, and replacements shall be elected by Unit Owners other than the Declarant.

4.5. Responsibilities of the Association: The Association's responsibilities are for the maintenance and repair of the Common Elements, including any Storm Water Management Facilities that are not located on a Unit or in the dedicated right-of-way, improved roadways, water or sanitary sewer facilities until such improvements are accepted for dedication by the Township or a public authority having jurisdiction over the Property. The costs of this maintenance shall be a General Common Expense.

4.6. Responsibilities of the Unit Owner: Unit Owner shall be responsible for the upkeep, maintenance and repair of the entire Unit, including any Structures on the Unit.

4.7. Responsibilities of the Township: The Trail is located within an easement dedicated to and accepted by the Township. Notwithstanding any provision to the contrary, the Township shall be responsible for maintenance and repair of those portions of the Trail that encircle the Condominium that are within the easement. The Association shall be responsible for maintenance and repair of those portions of the Trail that connect to the improved roadways of the Condominium.

ARTICLE V

PROPERTY RIGHTS

5.1. Use and Enjoyment of Common Elements. Every Unit Owner shall have a right and non-exclusive easement of use, access and enjoyment in and to the Common Elements subject to (i) this Declaration as it may be amended from time to time, (ii) any restrictions or limitations contained in any deed or easement agreement conveying such property, or an interest in such property, to the Declarant or Association, (iii) the right of the Board to adopt other rules and regulations regulating the use and enjoyment of the Common Elements and (iv) the following provisions:

A. the right of the Association to suspend the voting rights and right to use of any of the Common Elements by a Unit Owner for any period during which any assessment against his or her Unit remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

B. the right of the Association to dedicate or transfer any other part of the Common Elements to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument signed by eighty percent (80%) of each class of Members and fifty-one percent (51%) of the Permitted Mortgage agreeing to such dedication or transfer has been recorded, and additionally, such dedication or transfer shall also be subject to the limitations provided in Section 12.10 of this Declaration;

C. the right of the Association to take such steps as are reasonably necessary to protect the property of the Association against mortgage default and foreclosures; provided, however, that the same are in conformity with the other provisions of this Declaration; and

D. the right of the Association, acting by and through its Executive Board, to grant easements, licenses or other rights of use to persons or entities who are not Members of the Association in connection with the Common Elements for such consideration and on such terms and conditions as the Executive Board may from time consider appropriate.

Any Unit Owner may delegate his or her right of use and enjoyment in the Common Elements to the members of his or her family, lessees, and social invitees, as applicable, subject to reasonable regulation by the Board and in accordance with procedures it may adopt. Any Unit Owner who leases his or her Unit shall be deemed to have assigned all such rights to the lessee.

ARTICLE VI

MAINTENANCE

6.1. Association's Responsibility: The Association shall maintain and keep in good repair the Common Elements and Storm Water Management Facilities, such maintenance to be funded as provided herein. This maintenance may include, but need not be limited to, maintenance, repair and replacement, subject to any insurance then in effect, of all landscaping, structures and improvements now or hereafter located upon the Common Elements and Storm Water Management Facilities.

Specific maintenance requirements are as follows:

A. General Maintenance for all Storm Water Management Facilities: All inlet structures to all Storm Water Management Facilities should be cleaned twice per year, once during spring and again in autumn. Water quality inserts within inlets (primarily along Brookwood Drive) should be cleaned at least three times per year and inspected after major storm events.

Vegetated infiltration areas should be inspected and maintained as necessary several times during the first few months of vegetation. Vegetation within and surrounding infiltration areas should be well kept to maintain a dense cover; eroded or barren areas should be re-vegetated immediately. Any excavations within Storm Water Management Facilities must also protect the underlying soil from compaction.

B. Surface Infiltration Basins with Stone Beds: In addition to the above general procedures, Surface Infiltration Beds should be inspected biannually and after large storm events. Low maintenance, quick establishing, flood-tolerant native grasses should be used within the Surface Beds. These grasses should not be mowed frequently, ideally once in late spring and again in autumn. Surface Beds may require periodic removal of sediment that has accumulated on the surface. Sediment removal should be performed when the surface is dry and cracked and by hand or with light equipment. Tilling and re-vegetating after sediment removal may be necessary in some areas if infiltration capacity has been significantly reduced.

C. Recharge Gardens: In addition to the above general procedures, Recharge Gardens may require weeding while vegetation is being established. Once established, they should be inspected biannually and after large storm events. Mulch, if used, should be replaced every 2-3 years. Recharge Gardens should not be mowed on a regular basis.

D. Infiltration Beds and Trenches: In addition to the above general procedures, Infiltration Beds and Trenches should be inspected at least two times per year. Inspections should cover sediment accumulation, leaves and detritus, buildup, inlet and outlet conditions

(including vegetated swales), etc. Abrasives for traction such as sand and cinders should not be applied to areas that drain to an Infiltration Bed, Trench, or swale.

E. Porous Pavements

1. General Maintenance: The primary goal of Porous Pavement maintenance is to prevent the pavement surface and/or the underlying infiltration bed from being clogged with fine sediments. To keep the system clean throughout the year and prolong its lifespan, the pavement surface should be vacuumed biannually with a commercial cleaning unit. Planted areas adjacent to Porous Pavement should be well maintained to prevent soil washout onto the pavement. If any washout does occur it should be cleaned off the pavement immediately to prevent further clogging of the pores. Furthermore, if any bare spots or eroded areas are observed within the planted areas, they should be replanted and/or stabilized at once. Superficial dirt does not necessarily clog the pavement voids. However, dirt that is ground in repeatedly by tires can lead to clogging. Therefore, trucks or other heavy vehicles should be prevented from tracking or spilling dirt onto the pavement. Furthermore, all construction or hazardous materials carriers should be prohibited from entering a porous pavement lot.

2. Winter Maintenance: Winter maintenance for Porous Pavement may be necessary but is usually less intensive than that required for standard asphalt pavement. Abrasives such as sand or cinders should not be applied on or adjacent to the Porous Pavement. Salt is acceptable for use as a deicer on the Porous Pavement, although a non-toxic, organic deicer, applied either as a blended, magnesium chloride based liquid product or as pretreated salt, is preferable.

3. Repairs: Potholes in the Porous Pavement are unlikely, though settling might occur if a soft spot in the subgrade is not removed during construction. For damaged areas of less than 50 square feet, a declivity could be patched by any means suitable with standard pavement, with the loss of porosity of that area being insignificant. The declivity can also be filled with porous mix. If an area greater than 50 SF is in need of repair an approved porous asphalt mix should be used. Under no circumstance is the pavement surface to ever be seal coated.

F. Sinkhole Repair: Except as otherwise provided in this Declaration, the Association shall be responsible for the repair on any sinkholes that may develop in the Common Elements, if the sinkhole may effect any Unit, Storm Water Management Facility, any Structure, or any road or utility that has not been accepted for dedication by the Township or Authority. The Association may, in its discretion, choose not to repair any sinkhole that will not effect any Unit, Structure, Storm Water Management Facility or utility. The Association shall indemnify and hold harmless the Township, its agents or consultants, for any claim, including any costs of litigation and attorneys' fees, caused by or related to damage caused by or related to any sinkhole on the Property.

Blanket easements over the Property as necessary to enable the Declarant and the Association to inspect the Property or to fulfill responsibilities under this Section are hereby reserved to the Declarant and the Association.

6.2. Maintenance of Storm Water Management Facilities: All permanent Storm Water Management Facilities not located within a Unit or a right-of-way dedicated to the Township shall be maintained by the Association in good order and repair. If the Association shall fail to maintain such Storm Water Management Facilities in good order and repair as required in the foregoing paragraph, the Township may serve written notice upon the Association setting forth the manner in which the Association has failed to maintain such Storm Water Management Facilities, which notice shall include a demand that such deficiencies of maintenance be corrected within thirty (30) days thereof. If the deficiencies shall not be corrected within such thirty (30) day period, the Township may, in order to ensure the viability of such Storm Water Management Facilities, and to further any other proper public and municipal purpose, but shall have no duty to, enter upon the real estate upon which such facilities are located and maintain the same in such manner as the Township shall determine appropriate. Such maintenance by the Township shall not constitute a taking of the Common Elements, the Unit or such other real estate, nor 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 in Article X hereof and shall become a lien on the Units.

6.3. Sanitary Sewer Maintenance:

6.3.1 SLTMA will provide public sewer to the Units in accordance with the SLTMA's rules and regulations and sewer specifications.

6.3.2. Dedication and Repair to Sewer Improvements: Declarant shall offer to dedicate the Sewer Improvements to the SLTMA. SLTMA shall not be obligated to accept the Sewer Improvements and may accept all or only a portion the improvements as deemed appropriate at the sole discretion of SLTMA. Any Sewer Improvements not accepted by the SLTMA shall be a Common Element and the responsibility of the Association. After acceptance of dedication of any Sewer Improvements, the SLTMA shall own, maintain, repair and replace those Sewer Improvements at its sole cost and expense, subject however to the SLTMA's applicable rates which shall be separately charged to each owner of Units benefitted by the repair.

6.4. Maintenance of Limited Common Elements: Each Unit Owner shall maintain in good order and repair, free of debris, and in a manner and with such frequency as is consistent with good property management and Condominium standards, including Condominium rules and regulations as may be adopted by the Board from time to time, except for the following:

A. The Association shall be responsible for all maintenance and repair of any driveway, the costs of such maintenance and repair to be a Limited Common Expense, assessed equally against each Unit served by the driveway.

B. The Association shall be responsible for the major repair or replacement of any walkway, stoop, deck, or porch Limited Common Element, the costs of such repair or replacement to be a Limited Common Expense, assessed equally against each Unit served by the walkway, stoop, deck, or porch.

6.5. Unit Owner's Responsibility: Each Unit Owner shall maintain their Unit in good order and repair, and free of debris, in a manner and with such frequency as is consistent with good property management and Condominium standards, including Condominium rules and regulations as may be adopted by the Board from time to time. If any Unit Owner fails to properly perform his or her maintenance responsibility, the Association may perform it and assess all costs incurred by the Association against the Unit and the Unit Owner thereof in accordance with Article X of this Declaration; provided, however, except when entry is required due to an emergency situation, the Association shall afford the Unit Owner reasonable notice and opportunity to cure the problem prior to entry.

ARTICLE VII

EASEMENTS

7.1. Additional Easements: In addition to and in supplementation of the easements provided for by the Act, the following easements are hereby created:

A. Easement for Sales Purposes: Declarant shall have the right to maintain models, a management office, a sales office, and construction trailers on the Property and to relocate such models, management office, sales office, and construction trailers from time to time anywhere within the Property.

(1) Declarant shall have the right to maintain on the Property such advertising signs as Declarant in its sole discretion may deem appropriate, provided that such signs comply with applicable governmental requirements. Declarant may from time to time relocate such advertising signs.

B. Easement for Ingress and Egress: Each Unit Owner shall have the unrestricted right of ingress and egress to his or her Unit and a right of access to the Common Elements, subject to rules, regulations and restrictions established by the Association. This right shall be perpetual.

C. Easement for Support: Each Unit Owner has the benefit of a restriction upon any action of a neighboring Unit Owner, or of the Association with respect to the Common Elements, which would endanger the stability or safety of his Unit.

D. Easement for Encroachments: An easement is granted to each Unit Owner and the Association in the event a Unit, Common Element or Limited Common Element encroach upon another Unit, Common Element or Limited Common Element, for both the encroachment and its maintenance.

7.2. Utility Easements: The Units, Common Elements and Limited Common Elements shall be, and are hereby, made subject to easements in favor of the Declarant, SLTMA and the Association, appropriate utility and service companies and governmental agencies or authorities for such utility and service lines and equipment as may be necessary or desirable to serve any portion of the Property. The easements created in this Section shall include without limitation rights of the Declarant and the Association, or the providing Utility or service company, or governmental agency or authority to install, lay, maintain, repair, relocate and replace Sewer Improvements, gas lines, pipes and conduits, water mains and pipes, sewer and drain lines, telephone wires and equipment, television cable and facilities, electrical wires, conduits and equipment and ducts and vents over, under, through, along and on the Units, Common Elements and Limited Common Elements. Notwithstanding the foregoing provisions of this Section, unless approved in writing by the Unit Owner or Unit Owners affected thereby, any such easement through a Unit shall be located either in substantially the same location as such facilities or similar facilities existed at the time of first conveyance of the Unit by the Declarant, so as not to materially interfere with the use or occupancy of the Unit by its occupants. These easements and rights expressly include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. Any material disturbance to the grounds of any Property by the Declarant caused by such utility installation shall be repaired and said grounds returned to their prior condition by the Declarant or prompt and reasonable remuneration for such repair shall be made to such Property by the Declarant.

7.3. Drainage Easements: No Unit Owner may alter any Storm Water Management Facility, or erect, place or allow any Structure to be placed in those areas.

7.4. Easement For Access to Premises: Together with and subject to an easement for ingress and egress along the entire length of all streets in the Condominium and all private access drives depicted on the Plats until such time as the streets and private access drives are dedicated to the Township.

7.5. Easement For Set Back Lines: Building set back lines are depicted upon the Declaration Plats and shall not be modified except upon written approval in accordance with any deed restrictions of record applicable to the Property and subject to obtaining all governmental approvals necessary for the proposed improvements.

7.6. Easement for Streets, Sidewalks and Utilities: Declarant reserves an easement for streets, sidewalks and utilities.

7.7. Public Trail Easement: The Trail is subject to an easement for use and enjoyment by the public at large. The Association may not hinder public access to the Trail in any way.

7.8. Trespass: Whenever the Association or the Declarant is permitted by this Declaration to correct, repair, clean, preserve, clear out or do any action on any property or on the easement areas adjacent thereto, entering the property and taking such action shall not be deemed a trespass.

ARTICLE VIII INSURANCE AND CASUALTY LOSSES

8.1. Required Coverage:

A. The Board, or its duly authorized agent, shall be required to obtain, maintain and pay the premiums, as a General Common Expense, upon a policy of property insurance covering all the Common Elements (except those items normally excluded from coverage) including fixtures and building services, as required by the Act. The policy shall be in an amount equal to one hundred percent (100%) of the current replacement cost of the Common Elements (less a deductible deemed reasonable by the Executive Board) and shall name the Association as the named insured.

B. All policies of hazard insurance must contain or have attached the standard mortgagee clause commonly acceded by private institutions as mortgage investors in the area in which the mortgaged premises are located.

C. The Association shall maintain comprehensive general liability insurance coverage covering all of the Common Elements, public ways of the Property, and other areas that are under its supervision (including, but not limited to, commercial spaces, if any, owned by the Association, whether or not they are leased to third parties). Coverage limits shall be for at least One Million Dollars (\$1,000,000.00) for bodily injury and property damage arising out of a single occurrence.

8.2. Additional Insurance: The Executive Board, or its duly authorized agent, shall maintain insurance covering the Common Elements as may be required by the Department of Housing and Urban Development, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Federal Housing Administration, or the Veterans Administration.

8.3. Individual Insurance Coverage: By virtue of taking title to Unit, each Unit Owner covenants and agrees with all other Unit Owners and with the Association that each Unit Owner shall carry casualty insurance on a dwelling. At a minimum, such coverage shall provide coverage against loss or damage by fire or other hazards in an amount sufficient to cover the full replacement cost of any repair or reconstruction work in the event of damage or destruction from any insured hazard. Each Unit Owner further covenants and agrees that in the event of a partial loss or damage or destruction resulting in less than total destruction to the Unit, the Unit Owner shall proceed promptly to repair or to reconstruct the dwelling and other damaged structures in a manner consistent with the original construction. In the event that a dwelling is totally destroyed and the Unit Owner determines not to rebuild or to reconstruct, the Unit Owner shall clear the Unit of all debris and return it to substantially the natural state in which it existed prior to the beginning of construction of the Unit.

8.4. Insurance Deductibles: If a loss or casualty is covered by the insurance obtained by the Association, and such loss or casualty affects fewer than all of the Units, any deductible paid by the Association on account of such loss or casualty shall be a Limited Common Expense, assessed equally to each Unit or Units causing the loss or casualty.

ARTICLE IX

CONDEMNATION

Whenever all or any part of the Common Elements shall be taken or conveyed by the Board in lieu of and under threat of condemnation, each Unit Owner shall be entitled to notice thereof. The award made for such taking shall be payable to the Association as trustee for all Unit Owners to be disbursed to the Association and used for such purposes as the Executive Board of the Association shall determine, pursuant to the Act.

ARTICLE X

BUDGETS; COMMON EXPENSES; ASSESSMENTS AND ENFORCEMENT

10.1. Assessments: All Common Expense and Limited Common Expense assessments shall normally be determined once a year, but payment will be on a monthly, quarterly, semi-annual, or annual basis, as determined by the Board, and shall be due and payable in advance, on the first day of each payment period, with the initial payment due at settlement prorated on the basis of a thirty (30) day month. Any special assessment against a Unit shall be due and payable in a lump sum or in installments, in advance, on the first day of each month, as determined by the Executive Board.

10.2. Association Veto of Assessments: Any budget or capital expenditure approved by the Executive Board may be rejected by a vote of the majority of the Members of the Association, provided such vote is taken within 30 days after the Board approval of such action, pursuant to the Act. If any budget or capital expenditure approved by the Executive Board is rejected pursuant to this paragraph, the Executive Board shall re-submit and approve another budget or capital expenditure within thirty (30) days.

10.3. Subordination of Certain Charges: Any fees, charges, late charges, fines and interest which may be levied by the Executive Board pursuant to the Act, shall be subordinate to the lien of a Permitted Mortgage on a Unit.

10.4. Commencement of Assessments: No Unit shall have any assessment made against it until a certificate of occupancy is issued for the Unit by the Township. Assessments shall be prorated based on a thirty (30) day month.

10.5. Accounting: On or before the first (1st) day of April of each calendar year commencing 2005, the Board shall supply to all Unit Owners an itemized accounting of the Common Expenses for the preceding calendar year actually incurred and paid together with a tabulation of the amounts collected pursuant to the annual budget or monthly assessments and leases and sales of property owned or managed by the Executive Board on behalf of the Association, and showing the net excess or deficit of income over expenditures plus reserves. Any Permitted Mortgagee may request that an audited financial statement be prepared for the preceding fiscal year. The cost of the preparation of such statement shall be borne by the mortgagee making the request.

10.6. Initial Reserve Contribution: At each and every conveyance of a Unit, except to the Declarant or a successor or assign of the Declarant, the Unit Owner acquiring any Unit shall be required to make a non-refundable initial contribution to the Unit Owners Association equal to twice the estimated monthly assessment for the Unit or \$250, whichever amount is greater. The general purpose of the contribution is to provide a reserve fund for the Association, which may be used for capital expenses or operating expenses, in the discretion of the Association. This payment is not to be credited as an advance payment of General Common Expenses.

10.7. Further Assessments: If any annual budget proves inadequate for any reason, including nonpayment of any Unit Owner's monthly assessments, or any nonrecurring Common Expense or any Common Expense not set forth in the annual budget as adopted, the Board may at any time levy further monthly assessments according to each Unit Owner's Percentage Interest in the Common Elements as to General Common Expenses. Such further monthly assessments shall be payable over such period of time as the Board may determine. The Executive Board shall serve notice of such further assessments on all Unit Owners by a statement in writing giving the amount and reasons therefor, and such further monthly assessments shall become effective as determined by the Executive Board.

10.8. Surplus: Any amounts accumulated from assessments for General Common Expenses and income from the operation of the Common Elements to which such General Common Expenses pertain in excess of the amount required for actual General Common Expenses and reserves for future General Common Expenses shall be taken into account when fixing the new budget but need not be refunded.

10.9. Non-Payment of Assessments:

A. Any assessment levied pursuant to this Declaration, or any installment thereof, which is not paid on the date when due, shall be delinquent and shall, together with interest thereon at the rate of fifteen percent (15%) per annum and the cost of collection thereof (including attorneys' fees), as hereinafter provided, thereupon become a continuing lien upon the Unit or Units belonging to the Member against whom such assessment is levied and shall bind such Unit or Units in the hands of the then Unit Owner, his heirs, devisees, personal representatives and assigns to the extent permitted by law. The personal obligation of the Member to pay such assessment shall, in addition, remain his personal obligation for the statutory period and a suit to recover a money judgment for non-payment of any assessment levied pursuant to this Declaration, or any installment thereof, may be maintained without foreclosing or waiving the lien herein created to secure the same.

B. Any assessment levied pursuant to this Declaration, or any installment thereof, which is not paid within ten (10) days after it is due, may, upon resolution of the Executive Board, bear interest from the due date at the rate of fifteen percent (15%) per annum, but in no event at a rate in excess of the maximum legal rate permitted from time to time in the Commonwealth of Pennsylvania, and may subject the Member obligated to pay the same to the payment of such penalty or "late charge" as the Board may fix, and the Association may bring an action at law against the Member personally obligated to pay the same, or foreclose on the lien against the Unit or Units then belonging to said Member in the manner provided by law, and interest, costs and reasonable attorneys' fees of not less than fifteen percent (15%) of the sum claimed shall be added to the amount of each assessment.

10.10. Confession of Judgment: IN ORDER TO EXPEDITE THE EXECUTIVE BOARD'S COLLECTION OF ANY DELINQUENT ASSESSMENT, EACH UNIT OWNER (BY THE ACCEPTANCE OF THE DEED TO THEIR UNIT) SHALL BE DEEMED TO HAVE APPOINTED ANY ONE OR MORE EXECUTIVE BOARD MEMBERS THE ATTORNEY-IN-FACT FOR SUCH UNIT OWNER TO CONFESS JUDGMENT AGAINST SUCH UNIT OWNER IN ANY COURT OF COMPETENT JURISDICTION IN PENNSYLVANIA, FOR ANY SUCH UNPAID ASSESSMENT(S), WHICH APPOINTMENT (BEING FOR SECURITY) SHALL BE IRREVOCABLE; AND FOR SO DOING A COPY OF THIS ARTICLE X AND SAID DEED, BOTH VERIFIED BY AFFIDAVIT, SHALL BE A SUFFICIENT WARRANT. THE AUTHORITY GRANTED HEREIN TO CONFESS JUDGMENT SHALL NOT BE EXHAUSTED BY ANY EXERCISE THEREOF, BUT SHALL CONTINUE FROM TIME TO TIME AND AT ALL TIMES UNTIL THE DECLARATION SHALL BE TERMINATED.

10.11. Notice and Perfection Of Lien: The recording of this Declaration shall constitute legal notice and perfection of the lien upon any Unit established by Section 10.7 of this Declaration.

10.12. Expiration of Lien: Any lien for unpaid assessments is extinguished unless proceedings to enforce the lien are commenced within three years after the assessment becomes payable.

10.13. Acceleration of Installments: Upon default in the payment of any one or more monthly installments of any assessment levied pursuant to this Declaration, or any other installment thereof, the entire balance of said assessment may be accelerated at the option of the Board and be declared due and payable in full.

10.14. Priority of Lien:

A. The lien established by this Declaration shall have preference over any other assessments, liens, judgments or charges of whatever nature, except the following:

(1) general and special assessments for ad valorem real estate taxes on the Unit; and

(2) the liens of any deeds of trust, mortgage instruments or encumbrances duly recorded on the Unit prior to the assessment thereon of the maintenance assessments provided for in this Declaration or duly recorded on said Unit after receipt of a written statement from the Executive Board reflecting that payments on account of any such assessments were current as of the date of recordation of said deed of trust, mortgage instrument or encumbrance.

B. No amendment to this Section shall affect the rights of the holder of any first mortgage of any Unit (or the indebtedness secured thereby) recorded prior to recordation of such amendment unless the holder thereof (or the indebtedness secured thereby) shall join in the execution of such amendment.

C. The Board may, in its sole and absolute discretion, extend the provisions of this Section to the holders of mortgages (or of the indebtedness secured thereby) not otherwise entitled thereto.

10.15. Assessments Against Individual Units: The Board may assess any Common Expense that benefits fewer than all of the Units to the Unit or Units that are benefitted by the Common Expense. This shall include, without limitation, any casualty insurance deductible paid by the Association arising out of or caused damage to one or more but fewer than all Units. If a Common Expense is caused by the neglect, negligence, or misconduct of any Unit Owner or Unit Owners, the Board may assess that Common Expense against that Unit Owner or Unit Owners. The Board may

assess a reasonable special assessment, to be fixed in advance by the Board, against any Owner violating any provision of this Declaration, the Covenants, the Bylaws, or any rule or regulation adopted by the Board which is consistent with the same.

ARTICLE XI

MANAGEMENT

11.1. Management Agent: The Board may employ a professional management agent or manager (the "Management Agent") at a rate of compensation established by the Board to perform such duties and services as the Board shall from time to time authorize in writing, including, without limitation, the duty:

- A. To establish (with the approval of the Board) and provide for the collection of all assessments established by this Declaration and to provide for the enforcement of the provisions of this Declaration;
- B. To provide for the care, upkeep, maintenance, repair, and surveillance of the Common Elements;
- C. To designate, hire and dismiss such contractors as may be required for the good working order, maintenance, and efficient operation of the Common Elements;
- D. To promulgate (with the approval of the Board) and enforce such rules and regulations and such restrictions and requirements or the like as may be deemed proper respecting the use of the Common Elements; and
- E. To provide such other services (including legal and accounting services) for the Association as may be consistent with law and the provisions of this Declaration.

11.2. Duration of Management Agreement:

- A. Any management agreement entered into by the Association shall provide, inter alia, that such agreement may be terminated for cause by either party upon thirty (30) days' written notice thereof to the other party. The term of any such management agreement shall not exceed one (1) year; provided, however, that the term of any such management agreement may be renewable by mutual agreement of the parties for successive one (1) year periods.
- B. Any management agreement entered into by the Declarant, its nominee or nominees, assigns, successors, or agent thereof, prior to transfer of control of the Association

must be terminable, without cause, any time after transfer of control, on not more than ninety (90) days' notice, and no charge or penalty may be associated with such termination.

ARTICLE XII

GENERAL PROVISIONS

12.1. Term: The covenants and restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and shall be enforceable by the Association or the Unit Owner of any property subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of forty (40) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten years, unless an instrument in writing, signed by a majority of the then Unit Owners, has been recorded within the year preceding the beginning of each successive period of ten years, agreeing to change said covenants and restrictions, in whole or in part, or to terminate the same, in which case this Declaration shall be modified or terminated as specified therein.

12.2. Amendment: Prior to the conveyance of the first Unit, Declarant may unilaterally amend this Declaration. After such conveyance, the Declarant may unilaterally amend this Declaration at any time and from time to time if such amendment is (a) necessary to bring any provision hereof into compliance with any applicable governmental statutes, rule or regulation, or judicial determination; (b) necessary to enable any reputable title insurance company to issue title insurance coverage on the Units; (c) required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the U.S. Department of Housing and Urban Development, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the Units; (d) necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on the Units; or (e) otherwise in accordance with Section 3219(f) of the Act; provided, however, any such amendment shall not adversely affect the title to any Unit unless the Unit Owner shall consent thereto in writing.

If a Unit Owner consents to any amendment to this Declaration or the Bylaws, it will be conclusively presumed that such Unit Owner has the authority so to consent and no contrary provision in any Mortgage or contract between the Unit Owner and a third party will affect the validity of such amendment.

No amendment may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant or the assignee of such right or privilege.

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

12.4. Right of Entry: The Association shall have the right, but not the obligation, to enter upon any Unit for emergency, security, and safety reasons, to perform maintenance pursuant to Article VI hereof, and to inspect for the purpose of ensuring compliance with this Declaration, the Bylaws, any Supplemental Declaration and the rules of the Association; provided, however, nothing herein shall authorize any person to enter any Unit without permission of the Unit Owner unless reasonably believed to be necessary to avoid an imminent threat of personal injury or property damage. This right may be exercised by the Association's Executive Board, any agent or employee of the Association acting with the authorization of the Executive Board, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Unit Owner. This right of entry shall include the right of the Association to enter a Unit to cure any condition which may increase the possibility of a fire or other hazard in the event an Unit Owner fails or refuses to cure the condition within a reasonable time after request by the Board.

12.5. Enforcement; Litigation: The provisions of this Declaration may be enforced by any Unit Owner or the Association; provided, however, no judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by a vote of seventy-five (75%) percent of the Members. This limitation shall not apply, however, to (a) actions brought by the Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens), (b) the imposition and collection of assessments as provided in Article X hereof, (c) proceedings involving challenges to real estate taxes, or (d) counterclaims brought by the Association in proceedings instituted against it.

12.6. Compliance: Every Unit Owner and occupant of any Unit shall comply with all lawful provisions of this Declaration, the Bylaws and the rules and regulations of the Association. Failure to comply shall be grounds for an action to recover sums due, for damages or injunctive relief, or for any other remedy available at law or in equity, maintainable by the Association or, in a proper case, by any aggrieved Unit Owner or Unit Owners. In addition, the Association may avail itself of any and all remedies provided in this Declaration or the Bylaws.

12.7. Notice of Sale or Transfer of Title: In the event that any Unit Owner desires to sell or otherwise transfer title to his or her Unit, such Unit Owner shall give the Executive Board at least seven days prior written notice of the name and address of the purchaser or transferee, the date of such transfer of title, and such other information as the Executive Board may reasonably require. Until such written notice is received by the Executive Board, the transferor shall continue to be jointly and severally responsible for all obligations of the Unit Owner of the Unit hereunder, including payment of assessments, notwithstanding the transfer of title to the Unit.

12.8. Approval of Leases: A Unit Owner may lease his or her Unit (but not less than his entire Unit) at any time with the written approval of the Executive Board. The Executive Board may not approve a proposed lease agreement if such approval will result in either: (A) ten percent (10%) or more of the Units in the Condominium are leased, or (B) five percent (5%) of the Units that are leased are owned by the same person. Additionally, a lease may only be approved provided that: (1)

no Unit may be leased for transient or hotel purposes or for an initial term of less than six (6) months; (2) no Unit may be leased without a written lease; and (3) the rights of any lessee of the Unit shall be subject to, and each such lessee shall be bound by, the covenants, conditions and restrictions set forth in the Declaration, Bylaws and Rules and Regulations and a default thereunder shall constitute a default under the lease; provided, however, that the foregoing shall not impose any direct liability on any lessee of a Unit to pay any Common Expense assessments on behalf of the Owner of that Unit.

12.9. Limitation of Liability: The Association shall not be liable for any failure of any services to be obtained by the Association or paid for out of the Common Expense funds, or for injury or damage to person or property caused by the elements or resulting from water which may leak or flow from any portion of the Common Elements, or from any wire, pipe, drain, conduit or the like. The Association shall not be liable to any Member for loss or damage, by theft or otherwise, of articles which may be stored upon the Common Elements. No diminution or abatement of General or Limited Common Expense assessments, as herein provided for, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the Common Elements or from any action taken by the Association to comply with any of the provisions of this Declaration or with any law or ordinance or with the order or directive of any municipal or other governmental authority.

12.10. Consents: Any other provision of this Declaration or the Bylaws or Articles of Incorporation of the Association to the contrary notwithstanding, neither the Members, the Executive Board nor the Association shall, by act or omission, take any of the following actions:

A. Abandon, partition, alienate, release, hypothecate, dedicate, subdivide, encumber, sell or transfer any interest in any of the Common Elements unless at least fifty-one percent (51%) of the Permitted Mortgage (based upon one vote for each mortgage owned) and not less than eighty percent (80%) of the total of all votes have given their prior written approval; provided, however, that the granting of rights-of-way, easements and the like for public utilities or for other purposes consistent with the use of the Common Elements by Members of the Association shall not be considered a transfer within the meaning of this Section; or

B. Abandon or terminate this Declaration unless at least sixty-seven percent (67%) of the Permitted Mortgagees (based upon one vote for each mortgage owned) and not less than ninety percent (90%) of the votes, if any, have given their prior written approval; or

C. If a Permitted Mortgagee submits a written request for the Association to notify them on any material amendment to the Declaration, no material amendment to the Declaration may be made without the Consent of at least sixty-seven percent (67%) of the votes and the approval of fifty-one percent (51%) of Permitted Mortgagees so submitting a written request. For this section, amendments of a material nature are a change to any provisions that would:

- (1) voting rights;
- (2) increases in assessments that raise the previously assessed amount by more than 25%, assessment liens, or the priority of assessment liens;
- (3) reductions in reserves for maintenance, repair, and replacement of common elements;
- (4) responsibility for maintenance and repairs;
- (5) reallocation of interests in the general or limited common elements, or rights to their use;
- (6) redefinition of any unit boundaries;
- (7) convertibility of units into common elements or vice versa;
- (8) expansion or contraction of the project, or the addition, annexation, or withdrawal of property to or from the project;
- (9) hazard or fidelity insurance requirements;
- (10) imposition of any restrictions on the leasing of units;
- (11) imposition of any restrictions on a unit owner's rights to sell or transfer his or her unit;
- (12) a decision by the owners' association of a project that consists of 50 or more units to establish self-management if professional management had been required previously by the project documents or by an eligible mortgage holder;
- (13) restoration or repair of the project (after damage or partial condemnation) in a manner other than that specified in the documents; or
- (14) any provisions that expressly benefit mortgage holders, insurers, or guarantors.

D. Where approval of a Permitted Mortgagee is required by this section, such approval will be implied if notice of the proposed amendment was delivered by certified or registered mail with a return receipt requested, and the Permitted Mortgagee fails to submit a response within thirty (30) days after it receives the proposal. Notice of a proposed amendment will be proper if it is sent to the last know address of the Permitted Mortgagee.

All other amendments to the Declaration not provided for above require the approval of at least sixty-seven percent (67%) of the votes.

ARTICLE XIII

CONVERTIBLE REAL ESTATE; ADDITIONAL REAL ESTATE

13.1. Convertible Real Estate: Declarant hereby explicitly reserves and option until the seventh (7th) anniversary of the recording of this Declaration to convert Convertible Real Estate to the Community from time to time in compliance with the Act, without the consent of any Unit Owner or Permitted Mortgagee. The option to Convert real estate may be terminated prior to such anniversary only upon the filing by Declarant of an amendment to this Declaration. Declarant expressly reserves the right to Convert any or all portion of the Convertible Real Estate at any time, at different times, in any order, without limitation and without any requirement that other real estate be added, converted or added; provided, however, that the Convertible Real Estate shall not exceed the area described in Exhibit "B" attached hereto and as shown on the Declaration Plats and that the maximum number of Units per acre within the entire Condominium cannot exceed 8.0. However, the maximum number of Units with any portion or phase may exceed that density so long as the total density of the entire Condominium does not exceed 8.0 Units per acre. There are no other limitations on the option to convert.

13.2. Additional Real Estate: Declarant hereby explicitly reserves and option until the seventh (7th) anniversary of the recording of this Declaration to add Additional Real Estate from the Community from time to time in compliance with the Act, without the consent of any Unit Owner or Permitted Mortgagee. The option to add real estate may be terminated prior to such anniversary only upon the filing by Declarant of an amendment to this Declaration. Declarant expressly reserves the right to add any or all portion of the Additional Real Estate at any time, at different times, in any order, without limitation and without any requirement that other real estate be added, converted or added; provided, however, that the Additional Real Estate shall not exceed the area described in Exhibit "C" attached hereto and as shown on the Declaration Plats and that the maximum number of Units per acre within the entire Condominium cannot exceed 8.0. However, the maximum number of Units with any portion or phase may exceed that density so long as the total density of the entire Condominium does not exceed 8.0 Units per acre. There are no other limitations on the option to merge or consolidate.

13.3. Merger or Consolidation with other Condominiums: Declarant hereby explicitly reserves and option until the seventh (7th) anniversary of the recording of this Declaration to merge or consolidate the condominium with any other condominium from time to time in compliance with of the Act, without the consent of any Unit Owner or Permitted Mortgagee. The option to merge or consolidate the condominium may be terminated prior to such anniversary only upon the filing by

Declarant of an amendment to this Declaration. At the time of recording this Declaration, no condominiums exist with which the Property may be merged or consolidated. In the event that the Declarant merges or consolidates the condominium with another condominium, the Percentage Interests of each Unit in the resultant condominium shall be calculated according to Section 4.1, herein. Declarant expressly reserves the right to merge or consolidate the condominium at any time, at different times, in any order, without limitation; provided, however, that the maximum number of Units per acre within the entire Condominium cannot exceed 8.0. However, the maximum number of Units with any portion or phase may exceed that density so long as the total density of the entire Condominium does not exceed 8.0 Units per acre. There are no other limitations on the option to add.

13.4. Master Associations: Declarant hereby explicitly reserves an option to make the Condominium subject to a master association in compliance with the Act, without the consent of any Unit Owner or Permitted Mortgagee. The option to make the Condominium subject to a master association may be terminated upon the filing by Declarant of an amendment to this Declaration. Any such master association may be responsible only for the maintenance of Brookwood Drive until such road is accepted for public use by the Township, the Central Green, the Trail, and any future clubhouse or recreation area that is intended for use by Persons other than Unit Owners. The master association may be responsible for any or all of these areas, as provided for in the declaration of the master association. The Board of Directors of the Master Association will be appointed by the boards of all associations comprising the master association, with each board appointing an equal number of directors of the board of the master association. To exercise this right, the Declarant must record in the Recorder's Office a declaration that specifically identifies the responsibilities and authorities of the master association, and the construction and election of the governing body of the master association, provided that any period of Declarant control of the governing body shall expire as set forth in Section 4.2 of this Declaration.

13.5. Assurances: Declarant makes no assurances as to the location of Units or Limited Common Elements on any Convertible or Additional Real Estate, or any property added through merger or consolidation with another condominium. Any Units, Common Elements or Limited Common Elements constructed on any Convertible or Additional Real Estate or any property added through merger or consolidation with another condominium may be used exclusively for residential purposes, except that Declarant may construct or convert certain additional structures to contain recreational facilities and other amenities serving the Property. The allocation of assessments in any Convertible or Additional Real Estate, or any property added through merger or consolidation with another condominium shall be computed as provided in Section 4.1 herein. All restrictions in this Declaration and the Covenants affecting use, occupancy and alienation of Units will apply to all Units created in any Convertible or Additional Real Estate. Declarant makes no assurances that any Units, Common Elements or Limited Common Elements built in any Convertible or Additional Real Estate, or any property added through merger or consolidation with another condominium will be comparable in quality, materials and style with other Units, Common Elements, or Limited Common Elements on the Property or as to the size of Units or Limited Common Elements in any Convertible

or Additional Real Estate or any property added through merger or consolidation with another condominium being compatible with other Units or Limited Common Elements in the Property.

ARTICLE XIV

WARRANTIES

14.1. Warranties Given by Declarant, Builder: In the event of a "structural defect" as defined in section 3411(a) of the Act, in any Unit, Common Element or Limited Common Element, the Declarant warrants against those structural defects as provided by the Act, except that the Builder shall be solely responsible for any structural defect of any Unit, Common Element or Limited Common Element built, constructed or excavated solely by the Builder. If more than one Builder is responsible for the construction of a Unit, Common Element or Limited Common Element, then each Builder shall jointly and severally present the warranty.

14.2. Duration of Warranty: The warranty provided by Section 14.1 of this Declaration, as it pertains to Units and Limited Common Elements, shall exist for two years after the Unit is purchased from the Declarant or Builder. The warranty with respect to Common Elements shall exist for two years, beginning when the Common element is completed, or with respect to any Common Element in any Convertible or Additional Real Estate, when the first Unit therein is conveyed.

ARTICLE XV

DECLARANT'S RIGHTS

Any or all of the special rights and obligations of the Declarant set forth in this Declaration or the Bylaws may be transferred to other persons, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that contained herein or in the Bylaws, as applicable, and provided further, no such transfer shall be effective unless it is in a written instrument signed by the Declarant and duly recorded in the Recorder's office in and for Lebanon County, Pennsylvania.

This Article may not be amended without the express written consent of the Declarant; provided, however, the rights contained in this Article shall terminate upon the earlier of (a) twenty years from the date this Declaration is recorded, or (b) upon recording by Declarant of a written statement that all sales activity has ceased.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration on the above date.

WITNESS:

R. Smith

SPRINGBROOK FARMS, INC.

By: Donald Seckle
President

WITNESS:

[Signature]

BROOKWOOD DRIVE ASSOCIATES, LLC

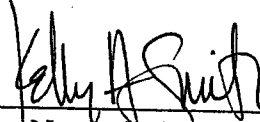
By: [Signature]

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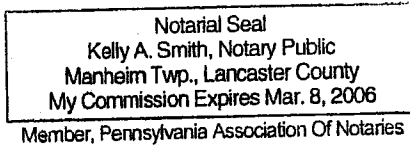
COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF LANCASTER)

On this 26th day of October, 2004, before me, the undersigned officer, personally appeared Aaron S. Marines, Attorney I.D. No. 85728, known to me (or satisfactorily proven) to be a member of the bar of the highest court of said state and a subscribing witness to the within instrument, and certified that he was personally present when Donald Lechleitner, President of Springbrook Farms, Inc., whose name is subscribed to the within instrument executed the same, and that said person acknowledged that he executed the same for the purposes therein contained.

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



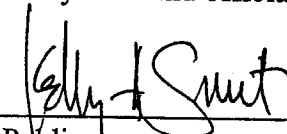
Notary Public



COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF LANCASTER)

On this, the 26th day of October, 2004, before me the undersigned individual, personally appeared Chad M. Soltzhus who acknowledged himself to be the managing member of Brookwood Drive Associates, LLC and being authorized to do so, executed the foregoing instrument for the purpose therein contained.

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



Notary Public

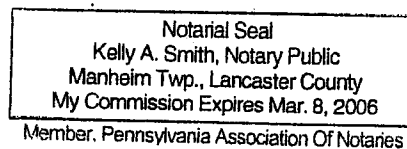


EXHIBIT "A"

LEGAL DESCRIPTION
THE VILLAGE AT SPRINGBROOK FARMS
UNITS 1-6 – PHASE 1 A

All that certain tract of land being situated at the northeast corner of the intersection of Hinkle Road, T- 433 and Brookwood Drive, in South Londonderry Township, Lebanon County, Pennsylvania, said tract being shown as Phase 1 A on a "Condominium Plat – Phase 1, A & B, The Village At Springbrook Farms", prepared by RGS Associates, dated September 8, 2004, said tract of land being more particularly bounded and described as follows

Beginning at a point on the northern dedicated right-of-way line of Hinkle Road, T-433 (30 foot from centerline), said point being on line of lands of the Community Bible Church and the southeast corner of the hereon described tract; thence along the northern dedicated right-of-way lines of Hinkle Road, South 54 degrees 06 minutes 59 seconds West a distance of 106.52 feet to a point, said point being the point of beginning for a curve connecting the northern dedicated right-of-way line of Hinkle Road to the eastern right-of-way line of Brookwood Drive (38 foot wide right-of-way); thence along said curve to the right, having a radius of 25.00 feet, an arc distance of 39.27 feet, and a chord bearing North 80 degrees 53 minutes 01 seconds West a chord distance of 35.36 feet to point on the eastern right-of-way line of Brookwood Drive; thence along the eastern and northern right-of-way line of Brookwood Drive the two following courses and distances: 1) North 35 degrees 53 minutes 01 seconds West a distance of 46.57 feet to a point; 2) along a curve to the left, having a radius of 219.00 feet, an arc distance of 177.06 feet, and a chord bearing North 59 degrees 02 minutes 44 seconds West a chord distance of 172.28 feet to a point; thence along additional real estate of The Village At Springbrook Farms the two following courses and distances: 1) North 07 degrees 47 minutes 32 seconds East a distance of 124.37 feet to a point; 2) North 54 degrees 12 minutes 47 seconds East a distance of 113.94 feet to a point on line of lands of Community Bible Church; thence along lands of the Community Bible Church, South 35 degrees 47 minutes 13 seconds East a distance of 319.73 feet to a point on the northern dedicated right-of-way line of Hinkle Road, the point of beginning.

Containing An Area Of 47,573 Sq. Ft. (1.092 Acres)

EXHIBIT "B"

CONVERTIBLE REAL ESTATE

All that certain tract of land being situated within Brookwood Drive, in South Londonderry Township, Lebanon County, Pennsylvania, said tract of land being more particularly bounded and described as follows:

Beginning at a point on the right-of-way line of Brookwood Drive said point being located a distance of 16.0 feet north of the southernmost right-of-way line of Brookwood Drive and being the southeast corner of the hereon described tract; thence along Brookwood Drive the four following courses and distances: 1) parallel with the southernmost right-of-way line of Brookwood Drive at a distance of 16.0 feet, North 82 degrees 12 minutes 28 seconds West a distance of 215.90 feet to a point; 2) along said curve to the right, having a radius of 44.00 feet, an arc distance of 138.23 feet, and a chord bearing North 07 degrees 47 minutes 32 seconds East a chord distance of 88.00 feet to a point; 3) parallel with the northernmost right-of-way line of Brookwood Drive at a distance of 16.0 feet, South 82 degrees 12 minutes 28 seconds East a distance of 215.90 feet to a point; 4) along said curve to the right, having a radius of 44.00 feet, an arc distance of 138.23 feet, and a chord bearing South 07 degrees 47 minutes 32 seconds West a chord distance of 88.00 feet to the point of beginning.

Area of Lot 3: 25,081 Sq. Ft. (0.576 Acres)

Together with All that certain strip of land to be used as a street and extending in a northwesterly direction from the western dedicated right-of-way line of Hinkle Road, T- 433, to southern right-of-way line of Alger Drive, in South Londonderry Township, Lebanon County, Pennsylvania, said strip of land being more particularly bounded and described as follows:

Beginning at a point on the western dedicated right-of-way line of Hinkle Road, T-433 (30 feet from centerline), said point being a corner of Lot No. 2 and the southeast corner of the hereon described tract, and the point of beginning for a curve connecting the western dedicated right-of-way line of Hinkle Road to the southern right-of-way line of Brookwood Drive; thence along Lot No. 2, along said curve to the left, having a radius of 25.00 feet, an arc distance of 39.27 feet, and a chord bearing North 09 degrees 06 minutes 59 seconds East a chord distance of 35.36 feet to a point on the southern right-of-way line of Brookwood Drive; thence along the southern right-of-way line of Brookwood Drive, along Lot No. 2 the eleven following courses and distances: 1) North 35 degrees 53 minutes 01 seconds West a distance of 46.57 feet to a point; 2) along a curve to the left, having a radius of 181.00 feet, an arc distance of 146.34 feet, and a chord bearing North 59 degrees 02 minutes 44 seconds West a chord distance of 142.39 feet to a point; 3) North 82 degrees 12 minutes 28 seconds West a distance of 623.23 feet to a point; 4) along a curve to the left, having a radius of 57.00 feet, an arc distance of 49.24 feet, and a chord bearing South 73 degrees 02 minutes 49 seconds West a chord distance of 47.72 feet to a point; 5) along said curve to the right, having a

radius of 60.00 feet, an arc distance of 51.83 feet, and a chord bearing South 73 degrees 02 minutes 49 seconds West a chord distance of 50.23 feet to a point; 6) North 82 degrees 12 minutes 28 seconds West a distance of 215.90 feet to a point; 7) along a curve to the right, having a radius of 60.00 feet, an arc distance of 51.83 feet, and a chord bearing North 57 degrees 27 minutes 45 seconds West a chord distance of 50.23 feet to a point; 8) along a curve to the left, having a radius of 57.00 feet, an arc distance of 49.24 feet, and a chord bearing North 57 degrees 27 minutes 45 seconds West a chord distance of 47.72 feet to a point; 9) North 82 degrees 12 minutes 28 seconds West a distance of 288.23 feet to a point; 10) along a curve to the right, having a radius of 219.00 feet, an arc distance of 253.74 feet, and a chord bearing North 49 degrees 00 minutes 56 seconds West a chord distance of 239.78 feet to a point; 11) North 15 degrees 49 minutes 24 seconds West a distance of 187.23 feet to a point, said point being the point of beginning for a curve connecting the southern right-of-way line of Brookwood Drive to the southern right-of-way line of Alger Drive; thence continuing along Lot No. 2, along said curve to the left, having a radius of 25.00 feet, an arc distance of 39.27 feet, and a chord bearing North 60 degrees 49 minutes 24 seconds West a chord distance of 35.36 feet to a point on the southern right-of-way line of Alger Drive; thence continuing along the southern right-of-way line of Alger Drive, North 74 degrees 10 minutes 36 seconds East a distance of 88.00 feet to a point, said point being the point of beginning for a curve connecting the southern right-of-way line of Alger Drive to the northern right-of-way line of Brookwood Drive, said point also being a corner of Lot No. 1; thence along Lot No. 1, along said curve to the left, having a radius of 25.00 feet, an arc distance of 39.27 feet, and a chord bearing South 29 degrees 10 minutes 36 seconds West a chord distance of 35.36 feet to a point on the northern right-of-way line of Brookwood Drive; thence along the northern right-of-way line of Brookwood Drive, along Lot No. 1, the eleven following courses and distances: 1) South 15 degrees 49 minutes 24 seconds East a distance of 187.23 feet to a point; 2) along a curve to the left, having a radius of 181.00 feet, an arc distance of 209.71 feet, and a chord bearing South 49 degrees 00 minutes 56 seconds East a chord distance of 198.18 feet to a point; 3) South 82 degrees 12 minutes 28 seconds East a distance of 288.23 feet to a point; 4) along a curve to the left, having a radius of 57.00 feet, an arc distance of 49.24 feet, and a chord bearing North 73 degrees 02 minutes 49 seconds East a chord distance of 47.72 feet to a point; 5) along a curve to the right, having a radius of 60.00 feet, an arc distance of 51.83 feet, and a chord bearing North 73 degrees 02 minutes 49 seconds East a chord distance of 50.23 feet to a point; 6) South 82 degrees 12 minutes 28 seconds East a distance of 215.90 feet to a point; 7) along a curve to the right, having a radius of 60.00 feet, an arc distance of 51.83 feet, and a chord bearing South 57 degrees 27 minutes 45 seconds East a chord distance of 50.23 feet to a point; 8) along a curve to the left, having a radius of 57.00 feet, an arc distance of 49.24 feet, and a chord bearing South 57 degrees 27 minutes 45 seconds East a chord distance of 47.72 feet to a point; 9) South 82 degrees 12 minutes 28 seconds East a distance of 623.23 feet to a point; 10) along a curve to the right, having a radius of 219.00 feet, an arc distance of 177.06 feet, and a chord bearing South 59 degrees 02 minutes 44 seconds East a chord distance of 172.28 feet to a point; 11) South 35 degrees 53 minutes 01 seconds East a distance of 46.57 feet to a point, said point being the point of beginning or a curve connecting the northern right-of-way line of Brookwood Drive to the western dedicated right-of-way line of Hinkle Road; thence along said curve to the left, having a radius of 25.00 feet, an arc distance of 39.27 feet, and a chord bearing South 80 degrees 53 minutes 01 seconds East a chord distance of 35.36 feet to a point on the western dedicated right-of-way line of

Hinkle Road; thence along the western dedicated right-of-way line of Hinkle Road, South 54 degrees 06 minutes 59 seconds West a distance of 88.00 feet to a corner of Lot No. 2, the point of beginning.

Together with All that certain tract of land being situated south of Alger Drive, north and east of Brookwood Drive and north of Hinkle Road, in South Londonderry Township, Lebanon County, Pennsylvania, said tract of land being more particularly bounded and described as follows:

Beginning at a point on the northern dedicated right-of-way line of Hinkle Road, T-433 (30 foot from centerline), said point being on line of lands of the Community Bible Church and the southeast corner of the hereon described tract; thence along the northern dedicated right-of-way line of Hinkle Road, South 54 degrees 06 minutes 59 seconds West a distance of 106.52 feet to a point, said point being the point of beginning for a curve connecting the northern dedicated right-of-way line of Hinkle road to the eastern right-of-way line of Brookwood Drive; thence along said curve to the right, having a radius of 25.00 feet, an arc distance of 39.27 feet, and a chord bearing North 80 degrees 53 minutes 01 seconds West a chord distance of 35.36 feet to a point on the eastern right-of-way line of Brookwood Drive; thence along the eastern right-of-way line of Brookwood Drive the eleven following courses and distances: 1) North 35 degrees 53 minutes 01 seconds West a distance of 46.57 feet to a point; 2) along a curve to the left, having a radius of 219.00 feet, an arc distance of 177.06 feet, and a chord bearing North 59 degrees 02 minutes 44 seconds West a chord distance of 172.28 feet to a point; 3) North 82 degrees 12 minutes 28 seconds West a distance of 623.23 feet to a point; 4) along a curve to the right, having a radius of 57.00 feet, an arc distance of 49.24 feet, and a chord bearing North 57 degrees 27 minutes 45 seconds West a chord distance of 47.72 feet to a point; 5) along said curve to the left, having a radius of 60.00 feet, an arc distance of 51.83 feet, and a chord bearing North 57 degrees 27 minutes 45 seconds West a chord distance of 50.23 feet to a point; 6) North 82 degrees 12 minutes 28 seconds West a distance of 215.90 feet to a point; 7) along a curve to the left, having a radius of 60.00 feet, an arc distance of 51.83 feet, and a chord bearing South 73 degrees 02 minutes 49 seconds West a chord distance of 50.23 feet to a point; 8) along a curve to the right, having a radius of 57.00 feet, an arc distance of 49.24 feet, and a chord bearing South 73 degrees 02 minutes 49 seconds West a chord distance of 47.72 feet to a point; 9) North 82 degrees 12 minutes 28 seconds West a distance of 288.23 feet to a point; 10) along a curve to the right, having a radius of 181.00 feet, an arc distance of 209.71 feet, and a chord bearing North 49 degrees 00 minutes 56 seconds West a chord distance of 198.18 feet to a point; 11) North 15 degrees 49 minutes 24 seconds West a distance of 187.23 feet to a point, said point being the point of beginning for a curve connecting the eastern right-of-way line of Brookwood Drive to the southern right-of-way line of Alger Drive; thence along said curve to the right, having a radius of 25.00 feet, an arc distance of 39.27 feet, and a chord bearing North 29 degrees 10 minutes 36 seconds East a chord distance of 35.36 feet to a point on the southern right-of-way line of Alger Drive; thence along the southern right-of-way line of Alger Drive the five following courses and distances: 1) North 74 degrees 10 minutes 36 seconds East a distance of 26.62 feet to a point; 2) along a curve to the left, having a radius of 1,950.00 feet, an arc distance of 105.41 feet, and a chord bearing North 72 degrees 37 minutes 41 seconds East a chord distance of 105.40 feet to a point; 3)

North 71 degrees 04 minutes 46 seconds East a distance of 696.75 feet to a point; 4) along a curve to the right, having a radius of 915.00 feet, an arc distance of 413.20 feet, and a chord bearing North 84 degrees 00 minutes 59 seconds East a chord distance of 409.69 feet to a point; 5) South 83 degrees 02 minutes 49 seconds East a distance of 219.39 feet to a point, said point being a corner of lands about to be conveyed to the Community Bible Church; thence along lands about to be conveyed to the Community Bible Church the two following courses and distances: 1) South 06 degrees 57 minutes 11 seconds West a distance of 75.83 feet to a point; 2) South 17 degrees 00 minutes 15 seconds East a distance of 504.17 feet to a point, said point being a corner of lands of Community Bible Church; thence along lands of the Community Bible Church, South 35 degrees 47 minutes 13 seconds East a distance of 383.21 feet to a point on the northern dedicated right-of-way line of Hinkle Road, the point of beginning.

Note: The above described tract of land is under and subject to any easements and rights-of-way of record.

Area of Proposed Lot 1: 953,462 Sq. Ft. (21.888 Acres)

EXHIBIT "C"

ADDITIONAL REAL ESTATE

All that certain tract of land being situated within Brookwood Drive, in South Londonderry Township, Lebanon County, Pennsylvania, said tract of land being more particularly bounded and described as follows:

Beginning at a point on the right-of-way line of Brookwood Drive said point being located a distance of 16.0 feet north of the southernmost right-of-way line of Brookwood Drive and being the southeast corner of the hereon described tract; thence along Brookwood Drive the four following courses and distances: 1) parallel with the southernmost right-of-way line of Brookwood Drive at a distance of 16.0 feet, North 82 degrees 12 minutes 28 seconds West a distance of 215.90 feet to a point; 2) along said curve to the right, having a radius of 44.00 feet, an arc distance of 138.23 feet, and a chord bearing North 07 degrees 47 minutes 32 seconds East a chord distance of 88.00 feet to a point; 3) parallel with the northernmost right-of-way line of Brookwood Drive at a distance of 16.0 feet, South 82 degrees 12 minutes 28 seconds East a distance of 215.90 feet to a point; 4) along said curve to the right, having a radius of 44.00 feet, an arc distance of 138.23 feet, and a chord bearing South 07 degrees 47 minutes 32 seconds West a chord distance of 88.00 feet to the point of beginning.

Area of Lot 3: 25,081 Sq. Ft. (0.576 Acres)

Together with All that certain strip of land to be used as a street and extending in a northwesterly direction from the western dedicated right-of-way line of Hinkle Road, T- 433, to southern right-of-way line of Alger Drive, in South Londonderry Township, Lebanon County, Pennsylvania, said strip of land being more particularly bounded and described as follows:

Beginning at a point on the western dedicated right-of-way line of Hinkle Road, T-433 (30 feet from centerline), said point being a corner of Lot No. 2 and the southeast corner of the hereon described tract, and the point of beginning for a curve connecting the western dedicated right-of-way line of Hinkle Road to the southern right-of-way line of Brookwood Drive; thence along Lot No. 2, along said curve to the left, having a radius of 25.00 feet, an arc distance of 39.27 feet, and a chord bearing North 09 degrees 06 minutes 59 seconds East a chord distance of 35.36 feet to a point on the southern right-of-way line of Brookwood Drive; thence along the southern right-of-way line of Brookwood Drive, along Lot No. 2 the eleven following courses and distances: 1) North 35 degrees 53 minutes 01 seconds West a distance of 46.57 feet to a point; 2) along a curve to the left, having a radius of 181.00 feet, an arc distance of 146.34 feet, and a chord bearing North 59 degrees 02 minutes 44 seconds West a chord distance of 142.39 feet to a point; 3) North 82 degrees 12 minutes 28 seconds West a distance of 623.23 feet to a point; 4) along a curve to the left, having a radius of 57.00 feet, an arc distance of 49.24 feet, and a chord bearing South 73 degrees 02 minutes 49 seconds West a chord distance of 47.72 feet to a point; 5) along said curve to the right, having a radius of 60.00 feet, an arc distance of 51.83 feet, and a chord bearing South 73 degrees 02 minutes 49 seconds West a chord distance of 50.23 feet to a point; 6) North 82 degrees 12 minutes 28

seconds West a distance of 215.90 feet to a point; 7) along a curve to the right, having a radius of 60.00 feet, an arc distance of 51.83 feet, and a chord bearing North 57 degrees 27 minutes 45 seconds West a chord distance of 50.23 feet to a point; 8) along a curve to the left, having a radius of 57.00 feet, an arc distance of 49.24 feet, and a chord bearing North 57 degrees 27 minutes 45 seconds West a chord distance of 47.72 feet to a point; 9) North 82 degrees 12 minutes 28 seconds West a distance of 288.23 feet to a point; 10) along a curve to the right, having a radius of 219.00 feet, an arc distance of 253.74 feet, and a chord bearing North 49 degrees 00 minutes 56 seconds West a chord distance of 239.78 feet to a point; 11) North 15 degrees 49 minutes 24 seconds West a distance of 187.23 feet to a point, said point being the point of beginning for a curve connecting the southern right-of-way line of Brookwood Drive to the southern right-of-way line of Alger Drive; thence continuing along Lot No. 2, along said curve to the left, having a radius of 25.00 feet, an arc distance of 39.27 feet, and a chord bearing North 60 degrees 49 minutes 24 seconds West a chord distance of 35.36 feet to a point on the southern right-of-way line of Alger Drive; thence continuing along the southern right-of-way line of Alger Drive, North 74 degrees 10 minutes 36 seconds East a distance of 88.00 feet to a point, said point being the point of beginning for a curve connecting the southern right-of-way line of Alger Drive to the northern right-of-way line of Brookwood Drive, said point also being a corner of Lot No. 1; thence along Lot No. 1, along said curve to the left, having a radius of 25.00 feet, an arc distance of 39.27 feet, and a chord bearing South 29 degrees 10 minutes 36 seconds West a chord distance of 35.36 feet to a point on the northern right-of-way line of Brookwood Drive; thence along the northern right-of-way line of Brookwood Drive, along Lot No. 1, the eleven following courses and distances: 1) South 15 degrees 49 minutes 24 seconds East a distance of 187.23 feet to a point; 2) along a curve to the left, having a radius of 181.00 feet, an arc distance of 209.71 feet, and a chord bearing South 49 degrees 00 minutes 56 seconds East a chord distance of 198.18 feet to a point; 3) South 82 degrees 12 minutes 28 seconds East a distance of 288.23 feet to a point; 4) along a curve to the left, having a radius of 57.00 feet, an arc distance of 49.24 feet, and a chord bearing North 73 degrees 02 minutes 49 seconds East a chord distance of 47.72 feet to a point; 5) along a curve to the right, having a radius of 60.00 feet, an arc distance of 51.83 feet, and a chord bearing North 73 degrees 02 minutes 49 seconds East a chord distance of 50.23 feet to a point; 6) South 82 degrees 12 minutes 28 seconds East a distance of 215.90 feet to a point; 7) along a curve to the right, having a radius of 60.00 feet, an arc distance of 51.83 feet, and a chord bearing South 57 degrees 27 minutes 45 seconds East a chord distance of 50.23 feet to a point; 8) along a curve to the left, having a radius of 57.00 feet, an arc distance of 49.24 feet, and a chord bearing South 57 degrees 27 minutes 45 seconds East a chord distance of 47.72 feet to a point; 9) South 82 degrees 12 minutes 28 seconds East a distance of 623.23 feet to a point; 10) along a curve to the right, having a radius of 219.00 feet, an arc distance of 177.06 feet, and a chord bearing South 59 degrees 02 minutes 44 seconds East a chord distance of 172.28 feet to a point; 11) South 35 degrees 53 minutes 01 seconds East a distance of 46.57 feet to a point, said point being the point of beginning of a curve connecting the northern right-of-way line of Brookwood Drive to the western dedicated right-of-way line of Hinkle Road; thence along said curve to the left, having a radius of 25.00 feet, an arc distance of 39.27 feet, and a chord bearing South 80 degrees 53 minutes 01 seconds East a chord distance of 35.36 feet to a point on the western dedicated right-of-way line of

Hinkle Road; thence along the western dedicated right-of-way line of Hinkle Road, South 54 degrees 06 minutes 59 seconds West a distance of 88.00 feet to a corner of Lot No. 2, the point of beginning.

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the right, having a radius of 915.00 feet, an arc distance of 413.20 feet, and a chord bearing North 84 degrees 00 minutes 59 seconds East a chord distance of 409.69 feet to a point; 5) South 83 degrees 02 minutes 49 seconds East a distance of 219.39 feet to a point, said point being a corner of lands about to be conveyed to the Community Bible Church; thence along lands about to be conveyed to the Community Bible Church the two following courses and distances: 1) South 06 degrees 57 minutes 11 seconds West a distance of 75.83 feet to a point; 2) South 17 degrees 00 minutes 15 seconds East a distance of 504.17 feet to a point, said point being a corner of lands of Community Bible Church; thence along lands of the Community Bible Church, South 35 degrees 47 minutes 13 seconds East a distance of 383.21 feet to a point on the northern dedicated right-of-way line of Hinkle Road, the point of beginning.

Note: The above described tract of land is under and subject to any easements and rights-of-way of record.

Area of Proposed Lot 1: 953,462 Sq. Ft. (21.888 Acres)



COUNTY OF LEBANON
RECORDER OF DEEDS
Donna J. Lutz, Recorder
400 South 8th Street Room 107
Lebanon, Pennsylvania 17042-6794

Instrument Number - 200425385
Recorded On 11/4/2004 At 3:29:37 PM
* Instrument Type - DECLARATION
Invoice Number - 67593
* Grantor - SPRINGBROOK FARMS INC
*

Book - 2053 Starting Page - 8560
* Total Pages - 39

* FEES

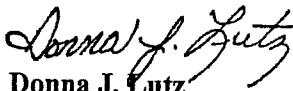
STATE WRIT TAX	\$0.50
RECORDING FEES -	\$81.00
RECORDER OF DEEDS	
COUNTY ARCHIVES FEE	\$2.00
ROD ARCHIVES FEE	\$3.00
TOTAL	\$86.50

This is a certification page

DO NOT DETACH

This page is now part
of this legal document.

I hereby CERTIFY that this document is
recorded in the Recorder of Deeds Office
of Lebanon County, Pennsylvania.


Donna J. Lutz
Recorder of Deeds



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

Book: 2053 Page: 8598