

UPI nos.

108	45-000-12-0108-0000
109	45-000-12-0109-0000
131	45-000-12-0131-0000
132	45-000-12-0132-0000
133	45-000-12-0133-0000
134	45-000-12-0134-0000
135	45-000-12-0135-0000
136	45-000-12-0136-0000

**Declaration of Planned Community**

**OF**

***MILL CHASE  
HOMEOWNERS' ASSOCIATION, INC.,  
a Pennsylvania non-profit corporation***

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

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR  
MILL CHASE**

JL

This Declaration of Covenants, Conditions and Restrictions is made this 27 day of October, 2011, by **TRI CORNER MILL CHASE, L.P.**, a Pennsylvania limited partnership, having offices at 2534 North 3<sup>rd</sup> Street, Harrisburg PA, 17110.

**WITNESSETH**

WHEREAS, Tri Corner at Mill Chase, L.P., is the owner of real estate situate in Shrewsbury Township, York County, Pennsylvania, being known as Mill Chase which was conveyed to it by deed recorded in the Office of the Recorder of Deeds of York County, Pennsylvania, in Record Book 2127, page 1447, more fully described on Exhibit "A" attached hereto and made a part hereof.

WHEREAS, Tri Corner at Mill Chase, L.P. intends to develop the Property through the construction and sale of eight (8) Single Family Attached Dwelling Units, as shown on the Homeowners Association Improvement Plan of Mill Chase prepared James R. Holley & Associates, Inc. as depicted on Exhibit "B" attached hereto and made a part hereof.

WHEREAS, Tri Corner at Mill Chase, L.P. desires to provide for the care, safety and maintenance of certain areas of the Property more specifically described and further for the protection and enhancement of the values, amenities, quality of improvements, use and enjoyment of all Lots now owned or hereafter created in the development and, to this end, to subject the Property to the covenants, easements, restrictions, equitable servitudes, charges and liens, limitations and conditions relating to the improvements which shall run with and pertain to the Property and Lots and which shall be for the benefit of the Declarant and each future Lot owner.

WHEREAS, Tri Corner at Mill Chase, L.P. has deemed it desirable for the efficient preservation, protection and enhancement of the values and amenities in Mill Chase to create an organization to which shall be delegated and assigned the powers of maintaining and administering responsibilities for certain common elements of the Property hereinafter described, administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Tri Corner at Mill Chase, L.P. has created a non-profit corporations known as Mill Chase Homeowners' Association, Inc., for the purpose of exercising the functions of the aforesaid organization within Mill Chase pursuant to the Declaration of Covenants and Restrictions for Mill Chase.

NOW, THEREFORE, Tri Corner at Mill Chase, L.P. hereby declares that all of the Lots on the Property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are the purpose of protecting the value and desirability of, and which will run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

**ARTICLE I**  
**SUBMISSION; DEFINED TERMS**

Section 1.1. Declarant; Property; County; Name. Tri Corner at Mill Chase, L.P., a Pennsylvania limited partnership with offices at 2534 North 3rd Street, Harrisburg, Pennsylvania 17110 ("Declarant"), hereby submits the Real Estate located in both Shrewsbury Township, York County, Pennsylvania, a perimeter description of which is designated as Exhibit "B" and attached hereto, including all easements, rights and appurtenances thereunto belonging and the Buildings and Improvements erected or to be erected thereon (collectively, the "Property") to the provisions of the Pennsylvania Uniform Planned Community Act, 68 Pa. C.S. §5101 *et seq.* (the "Act"), and hereby creates with respect to the Property a Planned Community, to be known as "*Mill Chase Homeowners' Association, Inc.*" (the "Planned Community"), a Pennsylvania non-profit corporation.

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

1.2.2. Easements, building setback lines, restrictions, notes, covenants and conditions as are shown on final subdivision plan for Mill Chase, recorded in the Office of the Recorder of Deeds of York County, Pennsylvania, in Plan Book 2118, page 1742.

1.2.3. Those Easements and licenses, etc. set forth on Exhibit "D".

1.2.4 Easements, building setback lines, restrictions, notes, covenants and conditions as are shown on the Declaration Plan prepared by James R. Holley & Associates, Inc. recorded with the Declaration.

Section 1.3. Maximum Number of Units. The maximum number of Units created by the subdivision owned by Declarant is eight (8).

Section 1.4. Conflict between the Act and the Declaration. In the event there is a conflict between the terms and conditions as set forth in the Declaration, any Amendments thereto and the Act, the provisions of the Act shall control.

Section 1.5. Defined Terms.

1.5.1. Capitalized terms not otherwise defined herein or in the Plats and Plans shall have the meanings specified or used in the Act.

1.5.2. The following terms are used or defined in general terms in the Act and shall have specific meanings herein as follows:

A. "Allocated Interests" means the Common Expense Liability and votes in the Association allocated to each Unit.

B. "Association" means the Unit Owners' Association of the Planned Community and shall be known as the *Mill Chase Homeowners Association, Inc.*"

C. "Board" means the Executive Board of the Association.

D. "Common Elements" means the Common Facilities or Controlled Facilities.

E. "Common Expense Liability" means the liability for Common Expenses allocated to each Unit under §5208 (relating to allocation of votes and common expense liabilities.)

F. "Common Expenses" means the expenditures made by or financial liabilities of the Association, together with any allocations to reserves. The term includes General Common Expenses and Limited Common Expenses.

G. "Common Facilities" means any Real Estate within the Planned Community which is owned by the Association or leased to the Association. The term does not include a Unit.

H. "Controlled Facilities" means any Real Estate within the Planned Community whether or not a part of a Unit, that is not a Common Facility but is maintained, improved, repaired, replaced, regulated, managed, insured or controlled by the Association.

I. "Declarant" means the Declarant described in Section 1.1 above and all successors to any Special Declarant Rights. The term excludes a person holding interest in the Real Estate solely as security for an obligation and a person whose interest in the Real Estate will not be conveyed to a Unit Owner.

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

K. "Development Rights" means any right or combination of rights reserved by a Declarant in the Declaration:

1. to create Units, Common Facilities, Limited Common Facilities, Controlled Facilities or Limited Controlled Facilities within a Planned Community; and

2. to subdivide Units, to convert Units into Common Facilities or Controlled Facilities; and

L. "Executive Board" means the body, regardless of name, designated in the Declaration to act on behalf of the Association.

M. "General Common Expenses" means all Common Expenses other than Limited Common Expenses.

N. "Identifying Number" means a symbol or address that identifies only one Unit in a Planned Community.

O. "Limited Common Elements" means a Limited Common Facility or a Limited Controlled Facility.

P. "Limited Common Expenses" means the Common Expenses incurred for maintenance, repair and/or replacement of certain Limited Common Elements which are to be assessed against the Units to which such Limited Common Elements are assigned.

Q. "Limited Common Facility" means a portion of the Common Facilities allocated by or pursuant to the Declaration or by the operation of §5202 (2) or (3) for the exclusive use of one or more but fewer than all of the Units.

R. "Limited Controlled Facility" means a portion of the Controlled Facilities, other than Controlled Facilities which are themselves part of a Unit, allocated by or pursuant to the Declaration or by operation of §5202 (2) or (3) for the exclusive use of one or more but fewer than all of the Units.

S. "Planned Community" means Real Estate with respect to which a person, by virtue of ownership of an interest in any portion of the Real Estate, is or may become obligated by covenant, easement or agreement imposed on the owner's interest to pay any amount for real property taxes, insurance, maintenance, repair, improvement, utility services, management, administration or regulation of any part of the Real Estate other than the portion or interest owned solely by the person.

T. "Plats and Plans" means the plats and plans attached hereto as Exhibit "B" as the same may be amended from time to time.

U. "Property" means the Property described in Section 1.1, above.

V. "Purchaser" means a person other than a Declarant who, by means of a disposition, acquires a legal or equitable interest in a Unit, other than either a leasehold interest of less than 20 years, including renewal options, or as security for an obligation.

W. "Real Estate" means any fee, leasehold or other estate or interest in, over or under land, including structures, fixtures and other improvements and interests which by custom, usage or law pass with a conveyance of land though not described in the contract of sale or instrument of conveyance.

X. "Unit" means a physical portion of the Planned Community designated for separate ownership or occupancy, the boundaries of which are described pursuant to §5205 (relating to contents of declaration; all planned communities) and a portion of which may be designated by the Declaration as part of the Controlled Facilities or Limited Controlled Facilities.

Y. "Unit Owner" means a Declarant or other person who owns a Unit. The term does not include a person having an interest in a Unit solely as security.

## ARTICLE II

### ALLOCATION OF PERCENTAGE INTERESTS, VOTES AND COMMON EXPENSE LIABILITIES; UNIT IDENTIFICATION AND BOUNDARIES

#### Section 2.1. Percentage Interests, Votes and Common Expense Liabilities.

2.1.1. Attached as Exhibit "C" hereto is a list of all Units by their Identifying Numbers and the Percentage Interest appurtenant to each Unit.

2.1.2. Votes in the Association shall be as follows:

#### CLASS A

(1) Class A members shall be all Unit Owners with the exception of the Declarant and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

#### CLASS B

(2) The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening when seventy-five percent (75%) of the total Class A votes are controlled by Unit Owners, or sooner if permitted by the Act.

2.1.3. The share of Common Expense Liability appurtenant to each Unit shall be in equally assessed against each Unit Owner.

Section 2.2. Unit Boundaries.

2.2.1. The title lines or boundaries of each Unit are situated as shown on the Plats and Plans.

2.2.2. Each Unit consists of the space and any improvements now or hereafter placed within the following boundaries of the Unit. The vertical title lines or boundaries of the Unit shall be the vertical planes, extended to intersections with each other and without any upper or lower boundaries, which vertical planes shall be located on the lines showing the dimensions and location of the Units, as more particularly shown on the Plats and Plans.

2.2.3. Each Unit Owner may construct or have constructed buildings and other improvements upon, above and beneath the surface of their Unit strictly in accordance with this Declaration and with the provisions of all applicable laws and ordinances. Any improvements constructed upon each of the Units shall become part of that Unit as and when it is constructed, and no part of any improvements located upon a Unit shall be considered a Common Element.

Notwithstanding the foregoing, any improvement constructed within a Unit which is intended to serve more than one Unit (such as a common utility line or sidewalk) shall be deemed to be subject to an easement in favor of all other Unit Owners which reasonably require the use of such improvement.

Section 2.3. Relocation of Unit Boundaries; Subdivision and Conversion of Units. Relocation of boundaries between Units and subdivision or conversion of Units will be permitted subject to compliance with the provisions therefor in §5214 and §5215 of the Act. In the case of a Unit owned by a Declarant, if a Declarant converts all of a Unit to Common Elements, the amendment to the Declaration must reallocate among the Unit Owners votes in the Association and Common Expense Liability formerly allocated to the converted Unit on a *pro rata* basis.

**ARTICLE III**  
**ALLOCATION AND RESTRICTION OF**  
**COMMON FACILITIES, CONTROLLED FACILITIES, LIMITED COMMON FACILITIES**  
**AND LIMITED CONTROLLED FACILITIES**

Section 3.1. Common Facilities. None.



Section 3.3. Controlled Facilities. Those portions of the Real Estate, whether or not a part of a Unit which are maintained, improved, regulated, managed, insured and controlled by the Association. Without limiting the generality of Section 1.5.2.I hereof, the following portions of the Property are designated as Controlled Facilities:

- 3.3.1. pole lights
- 3.3.2. Storm drain inlets
- 3.3.3. Seepage pit
- 3.3.4. Shared Driveway

Section 3.4. Limited Controlled Facilities. None

Section 3.5. Use of Sidewalk Limited Common Elements. All Unit Owners, their families, guests and invitees, shall have a non-exclusive easement for pedestrian uses over and upon all sidewalks.

3.5.1. In the event the Municipality notifies Unit Owners that they are required to replace sidewalks in front of their Units, each Unit owner shall have the responsibility of replacing sidewalk at their costs.

Section 3.6. Changes by Executive Board. Subject to any limitation herein, the Executive Board may make any additions, alterations or improvements to the Controlled Facilities which in its judgment it deems necessary.

#### ARTICLE IV MAINTENANCE, REPAIR AND REPLACEMENT RESPONSIBILITIES

Section 4.1. Maintenance Responsibilities. The Units, including all improvements constructed thereon, shall be maintained and repaired by each Unit Owner, and the Controlled Facilities as defined in this Declaration shall be maintained and repaired by the Association in accordance with the provisions of §5307 of the Act, except as expressly set forth to the contrary in this Declaration or the By-Laws.

Section 4.2. Association Maintains Controlled Facilities. The Association shall maintain, repair and replace all of the Controlled Facilities, as defined in this Declaration so that the same are in good order and repair and in an attractive condition consistent with a residential community, and in connection therewith, the Association shall continually keep and maintain, or cause to be continually kept and maintained, all improvements to the, Controlled Facilities in a safe, sightly and serviceable condition which repair and maintenance shall include replacement, cleaning and landscaping the drainage facilities, and lighting facilities as necessary from time to time. Maintenance of the Control Facilities by the Association includes the payment of all utility charges applicable to the Control Facilities.

4.2.1 Specifically, as to the submitted real estate, the maintenance responsibilities of the Association shall include:

- A. All inlets, swales, and piping must be kept free of debris and maintained to ensure proper function as per design.
- B. Repair and replace all pole lights and parts thereof, including bulbs.
- C. Repair, plow, seal and resurface as necessary, the shared Driveway.

Section 4.3. Units and Limited Common Facilities Each Unit Owner shall maintain, repair and replace, at his own expense, all portions of his Unit and the Limited Common Facilities appurtenant thereto in a safe, clean condition, except the portions which are required by this Declaration or By-Laws to be maintained, repaired or replaced by the Association.

## ARTICLE V ARCHITECTUAL CONTROL

Section 5.1. Review. No dwelling house, garage, fence, or building of any character shall be erected or construed on any Unit, nor shall any exterior addition to or change or alteration therein be made until complete plans and specifications showing the nature, construction, floor plans and statement of the approximate cost thereof are submitted in writing to the Architectural Control Committee for approval. One copy of the plans and specifications shall be kept on file by the person or persons authorized to approve or disapprove said plans and specifications. The Architectural Control Committee, as provided herein, shall have the right to

approve or disapprove any such plans that, in its opinion, do not satisfy the criteria of this Article V or the other provisions of the Declaration.

Section 5.2 Construction Materials and Aesthetic Criteria. The Architectural Control Committee shall not deny any such design plans for aesthetic or other reasons unless, in its opinion, such plan or design is objectionable to 75% or more of the Unit Owners. The Committee shall determine such objectionability by survey of the members. In the absence of such objection, the Architectural Control Committee shall issue an approval.

Section 5.3 Waiver. Failure of the Architectural Control Committee to act within Ninety (90) days after it has acknowledged in writing the receipt of any design plans submitted for approval as required herein, shall be deemed a waiver of the right reserved herein to disapprove such plans.

Section 5.4 Landscape Maintenance. The Architectural Control Committee shall have the right to cause each owner maintaining the same to trim, prune, or remove any hedge, shrub, tree or other planting which, in the opinion of the Architectural Control Committee is unreasonably detrimental to adjoining Property, obscures the view or is unattractive in appearance, and to care for vacant or unimproved portions of the Property, to remove grass, weeds, underbrush and rubbish there from, and to do all things necessary or desirable to keep such property in neat and good order. In the event such owner shall refuse to trim, prune or remove such planting, or care for such vacant or unimproved portions of the Property, the Architectural Control Committee shall have the right to enter upon such owner's land and to do such trimming, pruning, removal or care as, in its opinion, is necessary, and such shall be liable for the cost thereof.

Section 5.6. Construction of Architectural Control Committee. There shall be initially three members of the Architectural Control Committee which shall be appointees of the Declarant. Each member shall have a 33.3% vote. After the conveyance of a minimum of seventy-five (75%) percent of the Properties, Declarant may assign its position on the Architectural Control Committee to a member of the Board of Directors of the Home Owners Association. After the conveyance of 100% of the Properties and approval of the final dwelling construction on the Properties, the Board of Directors of the Home Owners Association shall appoint the Architectural Control Committee which committee shall contain any number of members as appointed by the Board.

## ARTICLE VI EASEMENTS

In addition to and in supplementation of the easements provided for by §5216 (easement for encroachment), §5217 (Declarant offices, models and signs and §5218 (easement to facilitate completion, conversion and expansion) of the Act, the following easements are hereby created:

Section 6.1. Signs. Subject to any limitation in the Declaration, Declarant may maintain signs in Declarant's Units and on the Controlled Facilities advertising Units in the Planned Community owned by Declarant for sale or lease and Easements located on the Plats and Plans.

Section 6.2. Units. Declarant shall have the right to locate, relocate and maintain offices and models used only in connection with management of or sale or rental of Units owned by Declarant in the Planned Community in Declarant's Unit or Units in the Planned Community notwithstanding the fact that the Declaration would otherwise preclude use of Units for such purposes, but subject to all other provisions in Declaration, including without limitation, modification or elimination of Declarant's rights under this subsection by specific reference thereto.

Section 6.3. Utility Easements. The Units and Controlled Facilities, shall be, and are hereby, made subject to easements in favor of Declarant, appropriate utility and service companies and governmental agencies or authorities for such utility and service lines and equipment as may be necessary or desirable to serve any portion of the Property. The easements created in this section 6.3. shall include, without limitation, rights of Declarant, or the providing utility or service company, or governmental agency or authority to install, lay, maintain, repair, relocate and replace gas lines, pipes and conduits, water mains and pipes, sewer and drain lines, telephone wires and equipment, television equipment and facilities (cable or otherwise), electric wires, conduits and equipment and ducts and vents over, under, through, along and on the Units and Controlled Facilities.

Section 6.5. Declarant's Easement to Correct Drainage. Declarant reserves an easement on, over and under those portions of the Controlled Facilities, Units, and Limited Controlled Facilities for the purpose of maintaining and correcting drainage of surface water in order to maintain reasonable standards of health, safety and appearance. The easement created by this section 6.5. expressly includes the right to cut any trees, bushes, or shrubbery, to grade the soil, or to take any other action reasonably necessary to achieve this purpose, following which Declarant shall restore the affected property as closely to its original condition as practicable.

Section 6.6. Reciprocal Easement for Use of and Maintenance of Shared Driveway: Declarant reserves an easement on, over and through the Units for the purpose of installing, maintaining and providing a shared Driveway to each Unit to Sunglow Drive. Said Shared Driveway shall be considered a Controlled Facility and as such, shall be maintained by the Association. Such maintenance shall include, but not limited to snow removal, resurfacing, weed control and sealing.

## ARTICLE VII COMPLETION OF CONTROLLED FACILITIES

Section 7.1. Time for Completion. Improvements to Controlled Facilities will be completed no later than the date of the conveyance or lease by Declarant of the last Unit Declarant reserves the right to include in the Planned Community or the date of the expiration of the rights under § 5211 of the Act.

Section 7.2. Responsibility for Controlled Facilities Until Completed. Until the Controlled Facilities are completed, Declarant shall be solely responsible for real estate taxes assessed against or allocable to the Controlled Facilities and for all other expenses in connection with the Controlled Facilities.

Section 7.3. Bonding of Common Facilities. Declarant is providing a bond to Silver Springs Township to assure completion of the Controlled Facilities.

## ARTICLE VIII AMENDMENT OF DECLARATION

Section 8.1. Amendment Generally. This Declaration, including the Plats and Plans, may be amended only by vote of at least sixty-seven (67%) percent of the Association, except unanimous consent of all Unit Owners affected shall be required to create or increase special Declarant rights, alter the terms or provisions governing the completion, encumbrance, conveyance or lease of Common Facilities or change in the boundaries of any Unit, the Common Expense Liability or voting strength in the Association allocated to a Unit, or the uses to which a Unit is restricted or the to change any provisions of Article V related to Architectural Control. No Declaration provisions pursuant to which any special Declarant rights have been reserved to a Declarant shall be amended without the express written joinder of Declarant in such amendment. This section shall not apply to an amendment executed by a Declarant under §5210 (e) or (f) (relating to Plats and Plans), §5211(a) (relating to conversion and expansion of Flexible Planned Communities), §5212(a) (relating to withdrawal of withdrawable real estate) or amendments

executed by the Association under §5107 (relating to eminent domain), §5209 (relating to Limited Common Elements), §5215 (relating to subdivision or conversion of Units) or amendments executed by certain Unit Owners under §5209(b), §5214(a) (relating to relocation of boundaries between Units), §5215, and §5220(b) (relating to termination of Planned Community).

Section 8.2. Technical Corrections. If any amendment to the Declaration is necessary in the judgment of the Executive Board to cure an ambiguity, correct or supplement any provision of the Declaration, including Plats and Plans, that is defective, missing or inconsistent with any other provision of the Declaration or the Act or conform to the requirements of any agency or entity that has established national or regional standards with respect to loans secured by mortgages or deeds of trust or units in planned community or so called "PUD" projects, such as Federal National Mortgage Association and the Federal Home Loan Mortgage Corporation, the Executive Board may effect an appropriate corrective amendment without the approval of the Unit Owners or the holders of liens on the Planned Community, upon receipt of an opinion from independent legal counsel to the effect that the proposed amendment is permitted by the terms of §5219 of the Act.

Section 8.3. Rights of Secured Lenders. Mergers and consolidations, dedication of Common Areas, and amendment of the Declaration, require prior approval of HUD/VA as long as Declarant exercises its special Declarant rights which extend for a period of seven (7) years from the date of the first conveyance of a Unit to a person other than Declarant.

## ARTICLE IX USE RESTRICTIONS

The occupancy and use of the Units and Common Elements shall be subject to the following restrictions:

Section 9.1. Architectural Standards. See Article V above.

Section 9.2. Prohibited Uses and Nuisances. Except for the activities of Declarant during original development:

9.2.1. Residential Purposes Only. Units shall be used as dwelling houses for residential purposes only. No store, tavern, beauty salon, barbershop or other public commercial or industrial establishment shall be maintained therein without the specific prior written consent of the Board. Declarant reserves the right to maintain Units as a

model Units for display to prospective purchasers. These model Units shall comply with all other restrictions and covenants set forth in this Declaration. No temporary structure of any kind, such as, but not limited to, trailers, tents, shacks, barns or outbuildings shall be erected, placed or maintained on any Unit.

9.2.2. Roofs. All Unit roofs are to be of the same color or material as existing . No change in the color or material of a Unit roof shall be made without the prior written approval of Committee as set forth in Article V.

9.2.3. Signs. No advertising signs or bill boards shall be permitted on any Unit except the signs of real estate companies, not exceeding four (4) square feet, advertising Units for sale. Notwithstanding the foregoing, Declarant reserves the right to maintain signs identifying the development of the Property or for the purpose of marketing the Units.

9.2.4. Offensive Activity. No noxious or offensive activity shall take place on any Unit.

9.2.5. Trash. No garbage, trash cans, or other refuse containers shall be kept in front of or beside any Unit for a period in excess of twenty-four (24) hours before or after the day or days of regular scheduled pickup.

9.2.6. Vehicles and Boats. No unregistered, inoperative or uninspected vehicles and no buses, boats, recreational vehicles, trailers or commercial trucks shall be stored at any Unit unless it is stored inside of a garage with the door closed. No tractors, trailers, motor homes, or commercial trucks are to be stored or parked in the Planned Community.

9.2.7. Fencing. No chain link fencing shall be installed. Fences shall be installed in accordance with local Ordinance.

9.2.8. Personal Property. No personal property shall be stored or maintained in the front or side yard areas of a Unit, including but not limited to hoses, hose reels, toys and lawn care equipment.

9.2.9. Trees. No trees shall be felled, removed or cleared from any Unit except to the extent that tree removal may be absolutely necessary to enable the construction of a single family detached dwelling, to enable proper storm water control or where good timber management practices require removal because of disease or damage.

9.2.10. These conditions, reservations, covenants and restrictions shall apply to all Units shown on the Plats and Plans whether vacant or improved and to all structures erected or to be erected thereon as well as to the alteration or improvement of or addition to any such structures.

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

Section 9.3. Survival of Article IX. The uses, restrictions and architectural standards as set forth in this Article IX shall survive the termination of the Planned Community. It is the intent of Declarant that the use restrictions shall run with the land.

## **ARTICLE X LEASING**

Section 10.1 The Unit Owner of any Unit may lease his respective property subject to the following terms and conditions:

10.1.1 Any lease between a Unit Owner and a lessee must be in writing.

10.1.2 The lease shall state that it is subject in all respects to, and that the lessee shall comply with all of the provisions of, the Declaration and the By-Laws and that failure of the lessee to comply with any of the terms of the aforementioned documents shall be a default under the lease.

10.1.3. The lease shall in no way relieve the Unit Owner of any duty or obligation imposed by this Declaration.

## **ARTICLE XI BUDGETS; COMMON EXPENSES; ASSESSMENTS AND ENFORCEMENT**

Section 11.1. Definition of Common Expenses. Common Expenses shall include:



11.1.1. expenses of administration, maintenance, and repair or replacement of the Controlled Facilities;

11.1.2. expenses declared to be Common Expenses by the Planned Community Documents or the Act;

11.1.3. expenses agreed upon as Common Expenses by the Association; and

11.1.4. such reserves as may be established by the Association, whether held in trust or by the Association, for repair, replacement or addition to the Controlled Facilities or any real or personal property acquired or held by the Association.

Section 11.2. Apportionment of Common Expenses. All Common Expenses shall be assessed against all Units in accordance with their respective Percentage Interests as shown on Exhibit "G" of this Declaration. Common expenses related to Limited Common Elements or Limited Controlled Facilities are assessed in equal shares against the Unit to which the Limited Common Elements or Limited Controlled Facilities were assigned at the time.

Section 11.3. Bi-Annual Payments. All Common Expense assessments made in order to meet the requirements of the Association's annual budget shall be on a calendar year basis and payments shall be due and payable in bi-annual payments due no later than January 15 and July 15 of each year or as otherwise determined by the Executive Board.. Special assessments shall be due and payable in one or more monthly payments, in advance, on the first day of each month, as determined by the Executive Board.

Section 11.4. Subordination of Certain Charges. Any fees, charges, late charges, fines and interest which may be levied by the Executive Board pursuant to §5302 (a) (10), (11) and (12) of the Act, shall be subordinate to the lien of a Permitted Mortgage on a Unit.

Section 11.5. Assignment of Income Rights. The Association may assign its rights to future income, including payments made on account of assessments for general Common Expenses and Limited Common Expenses, to secure any loan obtained by the Association for repairs, replacements or capital improvements to the Common Elements.

Section 11.6. Special Allocation of Expenses.

11.6.1. Any Common Expense associated with the maintenance, repair or replacement of a Limited Common Element or Limited Controlled Facility shall be

assessed in equal shares against the Units to which that Limited Common Element or Limited Controlled Facility was assigned at the time the expense occurred.

11.6.2. Any Common Expense benefiting fewer than all of the Units shall be assessed exclusively against the Units benefited.

11.6.3. The costs of insurance shall be assessed in proportion to risk, and the costs of any utilities that are separately metered to each Unit shall be assessed in proportion to usage.

11.6.4. If a Common Expense is caused by the negligence or misconduct of any Unit Owner, the Association may assess that expense exclusively against his Unit.

Section 11.7. Commencement of Common Expense Assessments. In general, Common Expense assessments shall begin as of the date of conveyance of the first Unit to a Unit Owner other than the Declarant (the "First Settlement").

Section 11.8. Personal Liability of Unit Owners. The Owner of a Unit at the time a Common Expense assessment or portion thereof is due and payable is personally liable for the assessment. Personal liability for the assessment shall not pass to a successor in title to the Unit unless said successor agrees to assume the obligation.

Section 11.9. No Waiver of Liability for Common Expense. No Unit Owner may exempt himself from liability for payment of the Common Expenses by waiver of the use or enjoyment of the Common Elements or by abandonment of the Unit against which the assessments are made.

Section 11.10. Acceleration of Common Expense Assessments. In the event of default for a period of ten (10) days by any Unit Owner in the payment of any Common Expense and following a written thirty (30) day notice to cure, the Executive Board shall have the right to declare all unpaid assessments for the pertinent fiscal year to be immediately due and payable.

Section 11.11. Lien.

11.11.1. The Association has a statutory lien on a Unit for any assessment levied against that Unit or fines imposed against the Unit Owner from the time the assessment or fine becomes delinquent. Fees, including attorney's fees, late charges, fines and interest charged pursuant to the Act and the Planned Community Documents are enforceable as assessments under this Section. If an assessment is payable in installments, and one or

more installments is not paid when due, the entire outstanding balance of the assessment becomes effective as a lien from the due date of the delinquent installment.

11.11.2. Recording of this Declaration constitutes record notice and perfection of the lien. No further recordation of any claim of lien for assessment under this Section is required.

11.11.3. Any lien for delinquent Common Expense assessments or other charges that the Association has on a Unit will be subordinate to a first mortgage on the Unit, if the mortgage was recorded before the due date of the assessment or the due date of the unpaid installment, if the assessment is payable in installments.

11.11.4. If a holder of a first mortgage on a Unit forecloses that mortgage, the purchaser at the foreclosure sale is not liable for any unpaid assessments against that Unit which became due before the sale, other than the assessments which are prior to that mortgage in accordance with the provisions of the Act. Any unpaid assessments not satisfied from the proceeds of sale become Common Expenses collectible from all the Unit Owners, including the purchaser.

11.11.5. Any fees, including attorney's fees, late charges, fines and interest which may be levied by the Executive Board pursuant to §5302(a) (10), (11) and (12) of the Act, shall be subordinate to the lien of a first mortgage on a Unit.

11.11.6. The Association's lien may be foreclosed in like manner as a mortgage on real property.

11.11.7. This Section does not prohibit actions to recover sums for which this Section creates a lien or prohibit the Association from taking a deed in lieu of foreclosure.

11.11.8. A judgment or decree in any action brought under this Section shall include costs and reasonable attorney's fees for the prevailing party.

11.11.9. A lien for unpaid assessments is extinguished unless proceedings to enforce the lien are instituted within three (3) years after the assessments become payable; provided, that if an Owner of a Unit subject to a lien under this Section files a petition for relief under the United States Bankruptcy Code, the period of time for instituting proceedings to enforce the automatic stay of proceedings under Section 362 of the Bankruptcy Code is lifted.

11.11.10. Any payments received by the Association in the discharge of a Unit Owner's obligation may, at the Association's discretion, be applied to the oldest balance due.

Section 11.12. Association Records. During the period of Declarant control, the Association shall keep financial records sufficiently detailed to enable the Association to comply with §5407 of the Act. All financial and other records shall be made reasonably available for examination by any Unit Owner and his authorized agents.

Section 11.13. Certificate of Payment of Common Expense Assessments. On written request, the Association shall furnish to a Unit Owner a statement in recordable form setting forth the amount of unpaid assessments currently levied against the Unit and any credits of surplus in favor of his Unit as required by §5315(g) of the Act. The statement shall be furnished within ten (10) business days after receipt of the request and is binding on the Association, the Executive Board and every Unit Owner.

## ARTICLE XII RIGHTS OF PERMITTED MORTGAGEES

Section 12.1. Upon the specific written request of a holder of a mortgage on a Unit or its servicer to the Executive Board, the mortgagee shall be entitled to receive some or all of the following as designated in the request:

12.1.1. Copies of budgets, notices of assessment, or any other notices or statements provided under this Declaration by the Executive Board to the Owner of the Unit covered by the mortgage;

12.1.2. Any audited or unaudited financial statements of the Association which are prepared for the Association and distributed to the Unit Owners;

12.1.3. Copies of notices of meetings of the Unit Owners and the right to designate a representative to attend such meetings;

12.1.4. Notice of the decision of the Unit Owners to make any material amendment to this Declaration;

12.1.5. Notice of any default by the Owner of the Unit which is subject to the mortgage, where such default is not cured by the Unit Owner within thirty (30) days after the giving of notice by the Association to the Unit Owner of the existence of the default;

12.1.6. The right to examine the books and records of the Executive Board at any reasonable time; or

12.1.7. Notice of any decision by the Executive Board to terminate professional management and assume self-management of the Property.

Section 12.2. The request of a mortgagee or its servicer shall specify which of the above items it desires to receive and shall indicate the address to which any notices or documents shall be sent by the Executive Board. The Executive Board need not inquire into the validity of any request made by a mortgagee hereunder.

Section 12.3 Failure to comply with the requirements set forth above shall in no way invalidate otherwise proper actions of the Association and the Executive Board.

**ARTICLE XIII**  
**EXECUTIVE BOARD; DECLARANT'S RIGHTS**  
**SPECIAL DECLARANT RIGHTS**

Section 13.1. Control. Subject to the provisions below, Declarant's control of the Association will extend from the date of the first conveyance of a Unit to a person other than Declarant for a period of not more than seven (7) years, provided, however, that notwithstanding the foregoing, Declarant's control shall terminate regardless no later than the earlier of sixty (60) days after conveyance of seventy-five (75%) percent of the Units which may be created to Unit Owners other than Declarant or two (2) years after all Declarants have ceased to offer Units for sale in the ordinary course of business, or two (2) years after any development right to add new Units was last exercised.

13.1.1. Until the 60th day after conveyance of twenty-five (25%) percent of the Units which may be created to Unit Owners other than Declarant, Declarant shall have the right to appoint and remove any and all officers and members of the Executive Board. Declarant may not unilaterally remove any members of the Executive Board elected by Unit Owners other than Declarant.

13.1.2. Not later than sixty (60) days after conveyance of twenty-five (25%) percent of the Units which may be created to Unit Owners other than Declarant, at least one (1) member and not less than twenty-five (25%) percent of the members of the Executive Board shall be elected by Unit Owners other than Declarant. Not later than

sixty (60) days after conveyance of fifty (50%) percent of the Units which may be created to Unit Owners other than Declarant, not less than thirty-three (33%) percent of the members of the Executive Board shall be elected by Unit Owners other than Declarant.

13.1.3. Not later than the termination of any period of Declarant control, the Unit Owners shall elect an Executive Board of at least three (3) members, at least a majority of whom shall be Unit Owners, provided that the Executive Board may consist of two (2) members, both of whom shall be Unit Owners, if the Planned Community consists of two (2) Units. The Executive Board shall elect the Officers and the Board and Officers shall take office upon election.

Section 13.2. Declarant Rights. Declarant reserves unto himself all Special Declarant Rights as defined in the Act.

#### ARTICLE XIV LIMITATION OF LIABILITY

##### Section 14.1. Standard of Conduct.

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

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

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

Section 14.2. Good Faith Reliance. In performing his duties, an officer or Executive Board member shall be entitled to rely in good faith on information, opinions, reports or state-

ments, including financial statements and other financial data, in each case prepared or presented by any of the following:

14.2.1. One or more other officers or employees of the Association whom the officer or Executive Board member reasonably believes to be reliable and competent in the matters presented.

14.2.2. Counsel, public accountants or other persons as to matters which the officer or Executive Board member reasonably believes to be within the professional or expert competence of such person.

14.2.3. A committee of the Executive Board upon which he does not serve, duly designated in accordance with law, as to matters within its designated authority, which committee the officer or Executive Board member reasonably believes to merit confidence.

Section 14.3 An officer or Executive Board member shall not be considered to be acting in good faith if he has knowledge concerning the matter in question that would cause his reliance to be unwarranted.

Section 14.4. Limited Liability. No Executive Board member or officer, in his capacity as such, shall be personally liable for monetary damages for any action taken, or any failure to take any action, unless he has breached or failed to perform the duties of his office under the standards described above; provided, however, that the provisions of this Section 14.3 shall not apply to the responsibility or liability of an Executive Board member or officer pursuant to any criminal statute, or to the liability of an Executive Board member or officer for the payment of taxes pursuant to local, state, or federal law.

Section 14.5. Indemnification. To the extent permitted under Pennsylvania law, each member of the Executive Board, in his capacity as an Executive Board member, officer or both, shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him in connection with any proceeding in which he may become involved by reason of his being or having been a member and/or officer of the Executive Board, or any settlement of any such proceeding, whether or not he is an Executive Board member, officer or both at the time such expenses are incurred, except in such cases wherein such Executive Board member and/or officer is adjudged to be in breach of the standards of conduct described above; provided that, in the event of a settlement, this indemnification shall apply only if and when the Executive Board (with the affected member abstaining if he is then an Executive Board member) approves such settlement and reimbursement as being in the best interests of the Association; and provided further that, indemnification hereunder with respect to

any criminal action or proceeding is permitted only if such Executive Board member and/or officer had no reasonable cause to believe his conduct was unlawful. The indemnification by the Unit Owners set forth in this Section 14.4 shall be paid by the Association on behalf of the Unit Owners and shall constitute a Common Expense and shall be assessed and collectible as such. Such right of indemnification shall not be deemed exclusive of any other rights to which such Executive Board member and/or officer may be entitled as a matter of law or agreement or by vote of the Unit Owners or otherwise.

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

Section 14.6. Directors & Officers Insurance. The Executive Board shall obtain insurance to satisfy the indemnification obligation of the Association and all Unit Owners set forth in Section 14.4 above, if and to the extent available at reasonable cost.

#### **ARTICLE XV INSURANCE**

Section 15.1. Insurance to be Carried by Association. Commencing not later than the time of the first conveyance of a Unit to a person other than a Declarant, the Association shall maintain, to the extent reasonably available the insurance required under Section 14.6.,

#### **ARTICLE XVI TERMINATION OF THE COMMUNITY**

Section 16.1. Procedure for Termination. Except in the case of a taking of all of the Units in the Community by eminent domain, the Community may be terminated by agreement of Unit Owners of Units to which at least eighty percent (80%) of the votes in the Association are allocated, at least eighty percent (80%) of which affirmative votes shall be allocated to Units not owned by the Declarant.



**ARTICLE XVIII  
INTERPRETATION**

Section 17.1. Interpretation. The provisions of this Declaration shall be liberally construed in order to effectuate the Declarant's desire to create a uniform plan for development and operation of the Community. The headings preceding the various paragraphs of this Declaration and the Table of Contents are intended solely for the convenience of readers of this Declaration.

**ARTICLE XIX  
SEVERABILITY**

Section 18.1. Severability. The provisions of this Declaration shall be deemed independent and severable, and the invalidity or unenforceability of any provision or portion thereof shall not

**(THIS SECTION INTENTIONALLY LEFT BLANK)**



**SECOND AMENDMENT TO OPERATING AGREEMENT  
OF TRI-CORNER COMMUNITIES, LLC**

This Second Amendment to the original Operating Agreement of *Tri Corner Communities, LLC* dated November 29, 2004, is hereby adopted by Sam Juffe, Joshua W. Juffe, Jonathan L. Juffe and Zachary J. Juffe, as all of the members (the "Members") of *Tri Corner Communities, LLC*, a Pennsylvania limited liability company (the "Company").

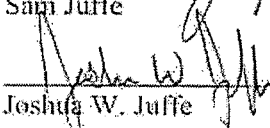
1. Existing section 7.1 is hereby deleted in its entirety and replaced with the following new section 7.1:


**7.1 Management.** The management of the Company shall be managed by Sam Juffe, Joshua W. Juffe, Jonathan L. Juffe or Zachary J. Juffe (collectively and individually known as "Manager") who (subject to the rights of the Members to consent to those actions of the Company as provided in Section 5.5), shall be each be empowered to bind the Company. All decisions by this Manager(s) shall be binding on the Company.

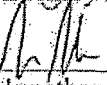
2. The remainder of the Operating Agreement is hereby ratified by the Members.

IN WITNESS WHEREOF, the undersigned intending to be legally bound, has adopted this Amendment to the Operating Agreement of Tri Corner Communities, LLC, this 6 day of April, 2011

  
\_\_\_\_\_  
Sam Juffe

  
\_\_\_\_\_  
Joshua W. Juffe

  
\_\_\_\_\_  
Zachary J. Juffe

  
\_\_\_\_\_  
Jonathan L. Juffe

**EXHIBIT A**  
**Declarant's Real Estate**

**LAND DESCRIPTION FOR**  
**MILL CHASE**  
**SHREWSBURY TOWNSHIP, YORK COUNTY, PENNSYLVANIA**  
**ENTIRE TRACT**

**EXHIBIT A**

**ALL THOSE CERTAIN** tracts of land situated in Shrewsbury Township, York County, Pennsylvania. Said tracts being described as Lot Nos. 108, 109, 131, 132, 133, 134, 135 and 136 shown on Final Subdivision Plan for Russett Farm Lot 108 and 109 dated February 8, 2008, and recorded in the Office of the Recorder of Deeds in and for York County, Pennsylvania, in Book 2118, Page 1742. Said tracts being more particularly described as follows:

**Lot No. 108: BEGINNING** for the same at a point in or near the center of Windy Hill Road (S.R. 2078) in Shrewsbury Township, running with said Windy Hill Road

1. S 70°04' 41" W, 40.31' to a point at Lot 109 of aforementioned plan; thence along the same.
2. N 12°49' 32" W, 192.11', passing over a rebar set at 30.23' on the Dedicated Right-of-Way Line of Windy Hill Road and over another rebar set at 25.00' from the terminus point on the Dedicated Right-of-Way Line of Sunglow Drive to a point in or near the center of Sunglow Drive; thence running with said Sunglow Drive,
3. N 77° 10' 28" E, 40.00' to a point at lands now or formerly of Matthew R. Hombach and Leslie E. Odell Hombach, known as Russett Farm Lot 107; thence along the same,
4. S 12° 49' 32" E, 187.13' passing over a rebar set at 25.00' on the Dedicated Right-of-Way Line of Sunglow Drive and over another rebar set at 30.23' from the terminus point on the Dedicated-Right-of-Way Line of Windy Hill Road to a point and the place of BEGINNING.

**CONTAINING 0.174 Acres** of land, be the same more or less.

**Lot No. 109: BEGINNING** for the same at a point in or near the center of Windy Hill Road (S.R. 2078) in Shrewsbury Township, running with said Windy Hill Road

1. S 70° 04' 41" W, 22.17' to a point at Lot 131 of aforementioned plan; thence along the same,
2. N 12° 49' 32" W, 194.85', passing over a rebar set at 30.23' on the Dedicated Right-of-Way Line of Windy Hill Road and over another rebar set at 25.00' from the terminus point on the Dedicated Right-of-Way Line of Sunglow Drive to a point in or near the center of Sunglow Drive; thence along said Sunglow Drive,

3. N 77° 10' 28" E, 22.00' to a point at Lot 108 of aforementioned plan; thence along the same,
4. S 12° 49' 32" E, 192.11' passing over a rebar set at 25.00' on the Dedicated Right-of-Way Line of Sunglow Drive and over another rebar set at 30.23' from the terminus point on the Dedicated Right-of-Way Line of Windy Hill Road to a point and the place of BEGINNING.

CONTAINING 0.098 Acres of land, be the same more or less.

**Lot No. 131:** BEGINNING for the same at a point in or near the center of Windy Hill Road (S.R. 2078) in Shrewsbury Township, running with said Windy Hill Road

1. S 70° 04' 41" W, 22.17' to a point at Lot 132 of aforementioned plan; thence along the same,
2. N 12° 49' 32" W, 197.59', passing over a rebar set at 30.23' on the Dedicated Right-of-Way Line of Windy Hill Road and over another rebar set at 25.00' from the terminus point on the Dedicated Right-of-Way Line of Sunglow Drive to a point in or near the center of Sunglow Drive; thence along said Sunglow Drive,
3. N 77° 10' 28" E, 22.00' to a point at Lot 109 of aforementioned plan; thence along the same,
4. S 12° 49' 32" E, 194.85' passing over a rebar set at 25.00' on the Dedicated Right-of-Way Line of Sunglow Drive and over another rebar set at 30.23' from the terminus point on the Dedicated Right-of-Way Line of Windy Hill Road to a point and place of BEGINNING.

CONTAINING 0.099 Acres of land, be the same more or less.

**Lot No. 132:** BEGINNING for the same at a point in or near the center of Windy Hill Road (S.R. 2078) in Shrewsbury Township, running with said Windy Hill Road

1. S 70° 04' 41" W, 11.63' to a point and,
2. S 66° 43' 04" W, 10.63' to a point at Lot 133 of aforementioned plan; thence along the same,
3. N 12° 49' 32" W, 200.96', passing over a rebar set at 30.51' on the Dedicated Right-of-Way Line of Windy Hill Road and over another rebar set at 25.00' from the terminus

point on the Dedicated Right-of-Way Line of Sunglow Drive to a point in or near the center of Sunglow Drive; thence along said Sunglow Drive,

4. N 77° 10' 28" E, 22.00' to a point at Lot 131 of aforementioned plan; thence along the same,
5. S 12° 49' 32" E, 197.59' passing over a rebar set at 25.00' on the Dedicated Right-of-Way Line of Sunglow Drive and over another rebar set at 30.23' from the terminus point on the Dedicated Right-of-Way Line of Windy Hill Road to a point and place of BEGINNING.

CONTAINING 0.101 Acres of land, be the same more or less.

**Lot No. 133:** BEGINNING for the same at a point in or near the center of Windy Hill Road (S.R. 2078) in Shrewsbury Township, running with said Windy Hill Road

1. S 66° 43' 04" W, 22.37' to a point at Lot 134 of aforementioned plan; thence along the same,
2. N 12° 49' 32" W, 205.02', passing over a rebar set at 30.51' on the Dedicated Right-of-Way Line of Windy Hill Road and over another rebar set at 25.00' from the terminus point on the Dedicated Right-of-Way Line of Sunglow Drive to a point in or near the center of Sunglow Drive; thence along said Sunglow Drive,
3. N 77° 10' 28" E, 22.00' to a point at Lot 132 of aforementioned plan; thence along same,
4. S 12° 49' 32" E, 200.96' passing over a rebar set at 25.00' on the Dedicated Right-of-Way Line of Sunglow Drive and over another rebar set at 30.51' from the terminus point on the Dedicated Right-of-Way Line of Windy Hill Road to a point and place of BEGINNING.

CONTAINING 0.103 Acres of land, be the same more or less.

**Lot No. 134:** BEGINNING for the same at a point in or near the center of Windy Hill Road (S.R. 2078) in Shrewsbury Township, running with said Windy Hill Road

1. S 66° 43' 04" W, 22.37' to a point at Lot 135 of aforementioned plan; thence along the same
2. N 12° 49' 32" W, 209.08', passing over a rebar set at 30.51' on the Dedicated Right-of-Way Line of Windy Hill Road and over another rebar set at 25.00' on the Dedicated Right-of-Way Line of Sunglow Drive to a point in or near the center of Sunglow Drive; thence along said Sunglow Drive

3. N 77° 10' 28" E, 22.00' to a point at Lot 133 of aforementioned plan; thence along the same
4. S 12° 49' 32" E, 205.02' passing over a rebar set at 25.00' on the Dedicated Right-of-Way Line of Sunglow Drive and over another rebar set at 30.51' on the Dedicated Right-of-Way Line of Windy Hill Road to a point, the place of BEGINNING.

CONTAINING 0.105 Acres of land, be the same more or less.

**Lot No. 135:** BEGINNING for the same at a point in or near the center of Windy Hill Road (S.R. 2078) in Shrewsbury Township, running with said Windy Hill Road

1. S 66° 43' 04" W, 22.37' to a point at Lot 136 of aforementioned plan; thence along the same,
2. N 12° 49' 32" W, 213.14', passing over a rebar set at 30.51' on the Dedicated Right-of-Way Line of Windy Hill Road and over another rebar set at 25.00' from the terminus point on the Dedicated Right-of-Way Line of Sunglow Drive to a point in or near the center of Sunglow Drive; thence along said Sunglow Drive,
3. N 77° 10' 28" E, 22.00' to a point at Lot 134 of aforementioned plan; thence along the same,
4. S 12° 49' 32" E, 209.08' passing over a rebar set at 25.00' on the Dedicated Right-of-Way Line of Sunglow Drive and over another rebar set at 30.51' from the terminus point on the Dedicated Right-of-Way Line of Windy Hill Road to a point and the place of BEGINNING.

CONTAINING 0.107 Acres of land, be the same more or less.

**Lot No. 136:** BEGINNING for the same at a point in or near the center of Windy Hill Road (S.R. 2078) in Shrewsbury Township, running with said Windy Hill Road

1. S 66° 43' 04" W, 78.06' to a point at lands now or formerly of James P. & Linda S. Hill, Trustees of Hill Living Trust; thence along the same
2. N 10° 37' 06" W, 227.48', passing over a rebar set at 30.75' on the Dedicated Right-of-Way Line of Windy Hill Road and over another rebar set at 25.02' from the terminus point on the Dedicated Right-of-Way Line of Sunglow Drive to a point in or near the center of Sunglow Drive; thence along said Sunglow Drive,
3. N 77° 10' 28" E, 68.01' to a point at Lot 135 of aforementioned plan; thence along the same,



4. S 12° 49' 32" E, 213.14' passing over a rebar set at 25.00' on the Dedicated Right-of-Way Line of Sunglow Drive and over another rebar set at 30.51' from the terminus point on the Dedicated Right-of-Way Line of Windy Hill Road to a point, the place of BEGINNING.

**CONTAINING 0.365 Acres of land, be the same more or less.**

**SUBJECT to road right-of-way and any agreements, easements, or other matters of record.**

**EXHIBIT B**  
**Plats and Plans**



**EXHIBIT C**  
**Identifying Numbers and Percentage of Common Expenses**

<b>Unit Identifying Number</b>	<b>Percentage Interest</b>
1	12.5 %
2	12.5%
3	12.5%
4	12.5%
5	12.5%
6	12.5%
7	12.5%
8	12.5%

## **EXHIBIT D**

### **Additional Easement and Restrictions**

1. Subject to any line right of ways including electric line, telephone line, cable lines, water and sewer line right of ways in use and existing in, on, or under the ground and all rights in relation thereto.
2. Subject to: Plan of Clifton E. Disharoon recorded in Plan Book Y, page 733 (premises searched being part of Lot 8); Plan of Russett Farm recorded in Book 1773, page 2364 (part of Lot 107); Plan of Russett Farm Lot 107 recorded in Book 1861, page 4918 (Lots 108 and 109); and Plan of Russett Farm Lot 108 and 109 recorded in Book 2118, page 1742 (Lots 108, 108-A, 131, 132, 133, 134, 135, and 109).
3. Declaration of Planned Community of Russett Farm recorded in Book 1842, page 2811; First Amendment recorded in Book 1903, page 659; and Second Amendment recorded in Book 2040, page 3223.
4. Declaration of Easement recorded in Book 2114, page 8099.
5. Rights granted to Verizon North, Inc. and to Adams Electric recorded in Book 1809, page 3816.
6. Restrictions set forth in Book 70-Z, page 682.
7. Easement for shared Driveway access and maintenance of same as set forth more particularly in Section 6.6 hereof.

**EXHIBIT "E"**

**TAX PARCEL DESIGNATIONS**

Lot #	Tax Parcel Number	Address
108	45-000-12-0108-0000	651 Sunglow Drive
109	45-000-12-0109-0000	Sunglow Drive
131	45-000-12-0131-0000	Sunglow Drive
132	45-000-12-0132-0000	Sunglow Drive
133	45-000-12-0133-0000	Sunglow Drive
134	45-000-12-0134-0000	Sunglow Drive
135	45-000-12-0135-0000	Sunglow Drive
136	45-000-12-0136-0000	639 Sunglow Drive