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Declaration Of Planned Community

OF

BRIAR BEND PLANNED COMMUNITY, INC., a Pennsylvania non-profit corporation

RECORDING FEES	\$83.00
STATE WRIT TAX	\$0.50
COUNTY ARCHIVES FEE	\$1.00
ROD ARCHIVES FEE	\$1.00
TOTAL	\$85.50

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

REFER TO PLAN BOOK PAGE 66 1286
CONCERNING INS . . ENT # 5~4? - 400

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DECLARATION

BRIAR BEND PLANNED COMMUNITY, INC.

ARTICLE I

SUBMISSION; DEFINED TERMS

Section 1.1. Declarant; Property; County; Name. Royal Bldg., Inc., a Pennsylvania corporation ("Declarant"), owner in fee simple of the Real Estate located in *Manchester Township, York County, Pennsylvania*, described as Tracts No. 1, 2, and 3 in deed of conveyance to Declarant recorded in the Office of the Recorder of Deeds of York County, Pennsylvania, in Record Book 1360, page 4047, and being more fully described on Exhibit "A" attached hereto. Declarant hereby submits the Real Estate described in Exhibit "B" 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 *etseq.* (the "Act"), and hereby creates with respect to the Property a Flexible Planned Community, to be known as "*Briar Bend Planned Community, 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:

1.2.1 Rights granted to General Telephone Company of Pennsylvania as set forth in Record Book 92-Q, page 886.

1.2.2 Rights granted to Manchester Township as set forth in Record Book 91-M, page 973.

1.2.3 Rights granted to Metropolitan Edison Company as set forth in Record Book 90-0, page 37, and Record Book 93-I, page 68.

1.2.4 Easements, building setback lines, restrictions, notes, covenants and conditions as are shown on the Declaration Plan prepared by Group Hanover, Inc., for Briar Bend Planned Community, Inc., dated July 23, 1999, and designated as Project No. 992223, to be recorded simultaneously with the recording of this Declaration.

1.2.5 Easements, building setback lines, restrictions, notes, covenants and conditions as are shown on subdivision plans for Briar Bend Development as recorded in York County Plan Books FF, page 128 and 862, II, page 701, LL, page 630, and plans for Phase IV and Phase V to be recorded.

1.2.6 Any restrictions on use, occupancy and alienations contained within the Rules and Regulations attached to the Public Offering Statement.

Section 1.3. Maximum Number of Units. The maximum number of Units created by Phase IV of the Briar Bend subdivision owned by Declarant, which subdivision plan is recorded in the Office of the Recorder of Deeds of York County, Pennsylvania, in Plan Book QQ, page 83, is sixteen (16) lots more particularly described as Lots No. 40, 43 through 49, 72 through 74, 87 and 99 through 102.

Section 1.4. Defined Terms.

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

1.4.2. 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 "*Briar Bend Planned Community, Inc.*"

C. "Common Elements" means the Common Facility.

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

E. "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.

F. "Common Facility" 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.

G. "Convertible Real Estate" means a portion of a Flexible Planned Community not within a building containing a Unit within which additional Units, Limited Common Facilities or Limited Controlled Facilities or any combination thereof may be created. The Convertible Real Estate is described in Exhibit "D".

H. "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; a person whose interest in the Real Estate will not be conveyed to a Unit Owner.

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

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

1. to create Units and the Common Facility within the Planned Community; and
2. to subdivide Units, to convert Units into a Common Facility.

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

L. "Flexible Planned Community" means a Planned Community containing Withdrawable or Convertible Real Estate or a Planned Community to which additional Real Estate may be added or a combination thereof.

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. "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.

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

Q. "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.

R. "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.

S. "Unit" means a physical portion of the Planned Community designated for separate ownership or occupancy, the boundaries of which are described pursuant to §5205 (5) (relating to contents of declaration; all planned communities).

T. "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.

U. "Withdrawable Real Estate" means real estate that may be withdrawn from a Flexible Planned Community. The Withdrawable Real Estate is described on Exhibit "E".

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 "F" hereto is a list of all Units by their Identifying Numbers and the Percentage Interest appurtenant to each Unit. The Percentage Interest appurtenant to each Unit is a fraction, the numerator of which is the particular Unit and the denominator of which is the total number of Units within the Planned Community.

2.1.2. Each Unit shall have the number of votes in the Association equal to its Percentage Interest.

2.1.3. The share of Common Expense Liability appurtenant to each Unit shall be in proportion to its Percentage Interest.

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 as lots.

2.2.3. Each Unit Owner may construct or have constructed Buildings and other improvements upon, above and beneath the surface of its 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 Building or other 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.

ARTICLE III ALLOCATION AND RESTRICTION OF COMMON ELEMENTS

Section 3.1. Common Elements. Declarant has indicated on the Plats and Plans the area of Real Estate that is to be used as a Common Facility. The Common Facility is more particularly described on the Plats and Plans as Lot No. 41 and is designated as "Detention Pond". Additionally, in the event Manchester Township notifies Unit Owners that sidewalks must be installed, sidewalks adjacent to the Common Facility shall be a Common Element. Upon completion of the Common Facility by Declarant the same will be conveyed in its entirety to the Association by the Declarant or a successor to the interest of the Declarant by the date of conveyance of the last Unit the Declarant reserves the right to include in the Planned Community.

Section 3.2. Binding Obligation. The obligation of the Declarant to convey or lease to the Association the Common Facility shall be binding on the Declarant and any successor in interest of the Declarant whether or not the successor succeeds to any special Declarant Rights. The conveyance of the Common Facility will be for no consideration other than the Association's acceptance of the conveyance.

Section 3.3. Ownership of Common Facility prior to Association. Declarant will own the Common Facility prior to the conveyance to the Association.

Section 3.4. Limited Common Elements. The portion of the Common Elements serving only one or more, but fewer than all, Units within the Planned Community are Limited Common Elements allocated only to the Unit or Units which they serve. Without limiting the generality of Section 1.4.2.P hereof, the following portions of the Property are hereby designated as Limited Common Elements:

3.4.1. Sidewalks adjacent to Units in the event Manchester Township notifies Unit Owners that sidewalks must be installed. The cost of installation shall be born by each Unit Owner for the entire frontage of their Unit as shown on the subdivision plan recorded in Plan Book QQ, page 83.

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

Section 3.6. Changes by Executive Board. Subject to any limitation herein, the Executive Board may make any additions, alterations or improvements to the Common Elements 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 Common Elements 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 Common Elements. The Association shall maintain, repair and replace all of the Common Elements, 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 Common Elements and maintenance shall include mowing and repair of the stormwater pond as necessary from time to time. Maintenance of the Common Elements by the Association includes the payment of all utility charges applicable to the Common Elements.

Section 4.3. Units and Limited Common Elements. Each Unit Owner shall maintain, repair and replace, at his own expense, all portions of his Unit in a safe, clean condition.

Section 4.4. Access by Executive Board to Remedy Unsatisfactory Conditions. Any person authorized by the Executive Board shall have the reasonable right of access to all portions of the Property, including a Unit, for the purpose of correcting any condition threatening any other Unit or the Common Elements, provided that all requests for entry

are made in advance and that any such entry is at a time reasonably convenient to the affected Unit Owner, in case of an emergency, reasonable attempts to notify a Unit Owner shall be made, however, such right of entry shall be immediate, whether or not the Unit Owner is present at the time. If damage is inflicted on the Common Elements, or on any Unit through which access is taken, the Unit Owner responsible for the damage, or the Association, if it is responsible, is liable for the prompt repair of the damage.

ARTICLE V EASEMENTS

Section 5.1. Additional Easements. In addition to and in supplementation of the easements provided for by §5217 (Declarant offices, models and signs) and §5218 (easement to facilitate completion, conversion and expansion) of the Act, the following easements are hereby created:

5.1.1. Signs. Subject to any limitation in the Declaration, Declarant may maintain signs in the Declarant's Units and on the Common Elements advertising units in the Planned Community owned by the Declarant for sale or lease.

5.1.2. 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 the Declarant in the Planned Community in the 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 the Declaration, including without limitation, modification or elimination of the Declarant's rights under this subsection by specific reference thereto. Declarant shall have the further right to locate a construction trailer and machinery used for construction of the infrastructure and Units.

5.1.3. Utility Easements. The Units and Common Elements, which includes the Common Facility, shall be, and are hereby, made subject to easements in favor of the Declarant, appropriate utility and service companies and governmental agencies or authorities for such utility and service lines and equipment as may be necessary or desirable to serve any portion of the Property. The easements created in this section 5.1.3 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 Common Facility. Notwithstanding the foregoing provisions of this section 5.1.3, 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, or so as not to materially interfere with the use or occupancy of the Unit by its occupants.

5.1.4. Reciprocal Non-exclusive Easement for Use of Utility Systems.

Subject to compliance with applicable laws and regulations, and subject to obtaining the prior written consent of the Executive Board, which consent will not be unreasonably withheld, delayed or conditioned, the Common Facility shall be and is hereby made subject to a permanent, mutual, reciprocal, non-exclusive easement and right to tie into (and maintain and repair such tie in) and use the sanitary and storm sewers, water lines and other utilities as may be constructed on the Common Facility for the mutual and reciprocal benefit of the Units, provided that such use shall not overburden such utilities or unreasonably interfere with the use thereof by the owners and occupants of the other Units. The Association shall have the right to dedicate any utilities to a public utility or other proper entity.

5.1.5 Easement for Public Use. Each Unit shall be subject to a ten (10) feet

wide easement along the side and rear property lines of each Unit in favor of utility and service companies and governmental agencies as may be necessary for the benefit of the public.

5.1.6. Declarant's Easement to Correct Drainage. Declarant reserves an

easement on, over and under those portions of the Common Facility not located within a Building 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 5.1.6 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.

ARTICLE VI

COMPLETION OF COMMON FACILITY

Section 6.1. Time for Completion. Improvements to Common Facility will be completed by December 31, 2000, but in no event will the Common Facility be completed later than the date of the conveyance or lease by Declarant of the last Unit the 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 6.2. Responsibility for Common Facility Until Completed. Until the Common Facility is completed, the Declarant shall be solely responsible for real estate taxes assessed against or allocable to the Common Facility and for all other expenses in connection with the Common Facility.

Section 6.3. Bonding of Common Facility. Declarant is not providing any third-party guarantee, bond, escrow, letter of credit, or other mechanism to assure completion of the Common Facility and the only guarantee of completion is Declarant's own guarantee.

ARTICLE VII

AMENDMENT OF DECLARATION

Section 7.1. 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 or conveyance or lease of Common Facility or increase the number of Units 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. 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 the Declarant in such amendment. This section shall not apply to amendment executed by the Association under §5211(a) (relating to conversion and expansion of flexible planned communities), §5212(a) (relating to withdrawal or withdrawable real estate) §5107 (relating to eminent domain), or amendments executed by certain Unit Owners under §5209(b), §5214(a) (relating to relocation of boundaries between Units), and §5220(b) (relating to termination of Planned Community).

7.2 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 to 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 on 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 the §5219 of the Act.

Section 7.3. Rights of Secured Lenders. Annexation of additional properties, mergers and consolidations, dedication of Common Areas, and amendment of the Declarations, requires prior approval of HUD/VA as long as the Declarant exercises his special Declarant rights which extend for a period of five (5) years from the date of the first conveyance of a Unit to a person other than the Declarant; provided, however, that the Declarant's special rights will terminate sixty (60) days after conveyance of seventy-five (75%) percent of the Units which may be created to Unit Owners other than Declarant. Declarant's special rights which entitle it to unilaterally convert convertible real estate, add additional real estate and withdraw withdrawable real estate, cause merges and

consolidations and appoint or remove the Executive Board, extend from the date of the first conveyance of a Unit to a person other than the Declarant for not more than five (5) years; provided, however, that the Declarant's special rights will terminate sixty (60) days after conveyance of seventy-five (75%) percent of the Units which may be created to Unit Owners other than Declarant.

ARTICLE VIII USE RESTRICTIONS

Section 8.1. Use and Occupancy of Units and Common Facility. The occupancy and use of the Units and Common Facility shall be subject to the following restrictions:

8.1.1. Architectural Standards.

A. Approval.

1. Subject to the operation and effect of the provisions of this Article VIII, and except for any improvements by Declarant, no improvement(s) or other structure of any kind whatsoever shall be constructed, reconstructed, placed, maintained or modified (other than: (i) exterior repainting in the same color as the existing color, upon prior written approval of the Executive Board (hereinafter "Board", and (ii) interior painting or other modifications not visible from or affecting the exterior of the dwelling), and no landscaping on a lot shall be altered, unless such action and such improvement has been approved expressly and in writing by the Board, which shall have the absolute right to refuse to grant such approval for an aesthetic or other reasonable cause, and to withhold such approval until plans and specifications, showing in reasonable detail the nature, kind, shape, height, materials, location and approximate cost of such improvement, have been submitted to and approved by the Board expressly and in writing. In considering whether to grant such approval, the Board may consider the suitability of such proposed improvement with relation to such Unit and the other Units, and may base such consideration upon such, if any, information concerning the nature, kind, shape, heights, materials, location and approximate cost of such improvement as is furnished to the Board, as aforesaid, all to the end that such improvement shall be in harmony with and have no adverse affect upon its immediate surroundings and the other Units.

2. If any Unit Owner submits to the Board a written application for approval of any improvement, as aforesaid, and if the Board has not disapproved, in writing, said application within sixty (60) days of receipt thereof, such approval shall thereupon be deemed to have been given.

3. The affirmative vote of a majority of the members of the Board shall be required for it to take any action; provided, that such majority may designate one member to act for it.

8.1.2. Prohibited Uses and Nuisances.

A. Itemization. Except for the activities of Declarant during original development:

1. Only dwelling houses as defined herein shall be used for residential purposes upon said Units and no temporary or other structure of any kind shall at any time be used for residential purposes.

2. Said Units, as herein above provided, shall be used for residential or dwelling purposes and no business, mercantile, commercial or manufacturing enterprise or activity of any kind shall be conducted thereon with the exception of such home occupations as are permitted by Manchester Township.

3. No building, fence, wall or other structure shall be commenced, erected or maintained, nor shall any addition to or change or alteration therein be made until the plans and specifications, showing the nature, floor plan, location and approximate cost of such structure and the grading plan of the lot upon which such structure is to be built, shall have been submitted to and approved in writing by the Executive Board, as herein defined. Approval or disapproval of said plans and specifications by the Executive Board shall be absolute and final.

4. No billboards, signboards, or other advertising contrivance or medium shall be erected or maintained on any Unit except such signs as are reasonable in size and appearance and are for the purpose of advertising the sale or rental of the premises upon which they are erected.

5. No live poultry, cattle, hogs or other livestock shall be kept or maintained upon said premises. Domestic animals are acceptable, if maintained within Manchester Township regulations.

6. All Units shall be kept neat and clean and free from refuse and weeds and nothing shall be placed, kept, stored or maintained thereon which may constitute a nuisance or annoyance to Unit Owners or the residents of the subdivision.

7. These conditions, reservations, covenants and restrictions shall apply to all Units shown on the aforesaid subdivision plan 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.

8. Real estate sales, management and/or construction offices may, with the consent and approval of Declarant, be erected, maintained and operated on any part of the property and/or in any dwelling house now or hereafter erected on any Unit provided such offices are solely used or operated in connection with the development of the property or the building of structures on the Units, or the management, rental or sale of any part of the Units, or of structures now or hereafter erected thereon, but no part of the property, nor any part of any dwelling now or hereafter erected thereon, shall be used for any of the aforesaid purposes set forth in this paragraph without the written consent and approval of Declarant, in his sole, reasonable discretion, being first had and obtained. Successor Declarant shall not enjoy the rights granted by this paragraph unless instrument signed by Declarant, expressly granting such right, has been recorded in the York County Office of the Recorder of Deeds.

9. All excess fill from home construction shall be required to be dumped in such area(s) as indicated by Declarant.

10. No unlicensed, uninspected or unregistered motor vehicle may be maintained, or kept on any Unit of the said Planned Community.

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.

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

ARTICLE IX
BUDGETS; COMMON EXPENSES; ASSESSMENTS
AND ENFORCEMENT

Section 9.1. Definition of Common Expenses. Common Expenses shall include:

9.1.1. expenses of administration, maintenance, and repair or replacement of the Common Facility; and

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

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

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

Section 9.2. Apportionment of Common Expenses. All Common Expenses shall be assessed against all Units in accordance with their respective Percentage Interests as shown on Exhibit "C" of this Declaration.

Section 9.3. 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 annually no later than January 15 of each year. Special assessments shall be due and payable in one or more monthly payments, in advance, on the first day of the month, as determined by the Executive Board.

Section 9.4. 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 9.5. 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 shall be held by the Association as reserves for future general Common Expenses.

Section 9.6. Assignment of Income Rights. The Association may assign its rights to future income, including payments made on account of assessments for general Common Expenses, to secure any loan obtained by the Association for repairs, replacements or capital improvements to the Common Facilities.

Section 9.7. Special Allocation of Expenses.

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

9.7.2. 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 9.8. 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 9.9. 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 9.10. 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 9.11. 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 assessment levied against his Unit, the Executive Board shall have the right to declare all unpaid assessments for the pertinent fiscal year to be immediately due and payable.

Section 9.12. Confessions of Judgment. IN ORDER TO EXPEDITE THE EXECUTIVE BOARD'S COLLECTION OF ANY DELINQUENT ASSESSMENT, EACH UNIT OWNER (BY ACCEPTANCE OF THE DEED TO HIS 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 SECTION 9.12 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 THIS DECLARATION SHALL BE TERMINATED.

Section 9.13. Lien.

9.13.1. 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.

9.13.2. 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.

9.13.3. 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.

9.13.4. 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.

9.13.5. 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.

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

9.13.7. 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.

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

9.13.9. 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.

9.13.10. 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 9.14. 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 9.15. 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 X

RIGHTS OF PERMITTED MORTGAGEES

Section 10.1. Reports and Notices. 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:

10.1.1. 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;

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

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

10.1.4. notice of the decision of the Unit Owners to make any material amendment to this Declaration;

10.1.5. 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;

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

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

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

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

ARTICLE XI

EXECUTIVE BOARD; DECLARANT'S RIGHTS; SPECIAL DECLARANT RIGHTS

Section 11.1 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 a Declarant for a period of not more than seven 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.

11.1.1. 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.

11.1.2. 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 the Declarant, not less than thirty-three (33%) percent of the members of the Executive Board shall be elected by Unit Owners other than the Declarant.

11.1.3. 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 11.2. Declarant Rights. Declarant reserves unto itself all Special Declarant Rights as defined in the Act.

ARTICLE XII

LIMITATION OF LIABILITY

Section 12.1. Standard of Conduct.

12.1.1. 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.

12.1.2. 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.

12.1.3. 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 12.2. Good Faith Reliance. In performing his duties, an officer or Executive Board member shall be entitled to rely in good faith on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by any of the following:

12.2.1. 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.

12.2.2. 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.

12.2.3. 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.

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 12.3. Limited Liability. No Executive Board member or officer, in his capacity as such, shall be personally liable for monetary damages for any action taken, or any failure to take any action, unless he has breached or failed to perform the duties of his office under the standards described above; provided, however, that the provisions of this Section 12.3 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 12.4. Indemnification. To the extent permitted under Pennsylvania law, each member of the Executive Board, in his capacity as an Executive Board member, officer or both, shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him in connection with any proceeding in which he may become involved by reason of his being or having been a member and/or officer of the Executive Board, or any settlement of any such proceeding, whether or not he is an Executive Board member, officer or both at the time such expenses are incurred, except in such cases wherein such Executive Board member and/or officer is adjudged to be in breach of the standards of conduct described above; provided that, in the event of a settlement, this indemnification shall apply only if and when the Executive Board (with the affected member abstaining if he is then an Executive Board member) approves such settlement and reimbursement as being in the best interests of the Association; and provided further that, indemnification hereunder with respect to any criminal action or proceeding is permitted only if such Executive Board member and/or officer had no reasonable cause to believe his conduct was unlawful. The indemnification by the Unit Owners set forth in this Section 12.4 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 12.5. D & O Insurance. The Executive Board shall obtain insurance to satisfy the indemnification obligation of the Association and all Unit Owners set forth in Section 12.4 above, if and to the extent available at reasonable cost.

ARTICLE XIII
OPTION TO WITHDRAW REAL ESTATE

Section 13.1 Declarant hereby explicitly reserves an option, until the seventh (7th) anniversary of the recording of this Declaration, to withdraw Withdrawable Real Estate from the Planned Community from time to time in compliance with § 5212 of the Act, without the consent of any Unit Owner or holder of a mortgage on any Unit. This option to withdraw may be terminated prior to such anniversary only upon the filing of an amendment to this Declaration by the Declarant. Declarant expressly reserves the right to withdraw any or all portions of the Withdrawable Real Estate at any time, at different times, in any order, without limitation and without any requirement that any other Real Estate be withdrawn, added or converted, except as set forth in § 5212 of the Act; provided, however, that the Withdrawable Real Estate shall not exceed the area described as such on Exhibit "E" hereto. There are no other limitations on this option to withdraw the Withdrawable Real Estate from the Planned Community.

ARTICLE XIV
CONVERTIBLE REAL ESTATE

Section 14.1 Reservation. Declarant hereby explicitly reserves an option, until the seventh (7th) anniversary of the recording of this Declaration, to convert all or any portion of the Convertible Real Estate to Units, Limited Common Elements, Limited Common Facilities or any combination thereof from time to time in compliance with § 5211 of the Act, without the consent of any Unit Owner or holder of a mortgage on any Unit. This option to convert may be terminated prior to such anniversary only upon the filing of an amendment to this Declaration by the Declarant. Declarant expressly reserves the right to convert any or all portions of the Convertible Real Estate at any time, at different times, in any order, without limitation and without any requirement that any other Real Estate be converted, added or withdrawn; provided, however, that the Convertible Real Estate shall not exceed the area described as such on Exhibit "D" hereto. There are no other limitations on this option to convert Convertible Real Estate.

Section 14.2 Assurances. If the Convertible Real Estate is converted, the Units on the Convertible Real Estate will be located approximately as shown on the Plats and Plans. At such time as the Convertible Real Estate is completely converted, the maximum number of Units in the Convertible Real Estate as an aggregate will be no more than forty-three (43) Units. All the Units shall be restricted to residential use. Any buildings to be renovated or constructed within the Convertible Real Estate and Units therein shall be

compatible in quality, size, materials and architectural style with the existing buildings. All restrictions in this Declaration affecting use, occupancy and alienation of Units shall apply to Units created within the Convertible Real Estate. No assurances are made as to any other improvements and Limited Common Elements to be made or created in the Convertible Real Estate, nor the proportion of Limited Common Elements to Units therein. The reallocation of Percentage Interests in the Convertible Real Estate and the Property shall be computed as required by Section 2.1, above. All restrictions in this Declaration affecting use, occupancy and alienation of Units shall apply to Units created in the Convertible Real Estate. In the event that Declarant shall not convert, or converts and then subsequently withdraws, any portion of the Convertible Real Estate, Declarant shall nevertheless have the right to develop the Real Estate described in Exhibit "D" and operate the same without restriction, except as set forth above.

ARTICLE XV
INSURANCE

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, all of the following:

15.1.1 Property insurance on the Common Facility insuring against all common risks of direct physical loss. The total amount of insurance after application of any deductibles shall be not less than 80% of the actual cash value of the insured property, exclusive of land, excavations, foundations and other items normally excluded from property policies.

15.2 Comprehensive general liability insurance, including medical payments insurance, in an amount determined by the executive board covering all occurrences commonly insured against for death, bodily injury and property damage, arising out of or in connection with the use ownership or maintenance of the common elements.

15.3 Insurance described in section 15.1 above to the extent reasonably available, shall include the units but shall not include improvements and betterments installed by Unit Owners.

15.4 If the insurance described herein above is not maintained, the association promptly shall cause notice of that fact to be hand delivered or sent prepaid by United States mail to all Unit Owners. The Association may carry any other insurance it deems appropriate to protect the Association or Unit Owners.

15.5 The policy terms of the insurance shall be in accordance with §5312(d).

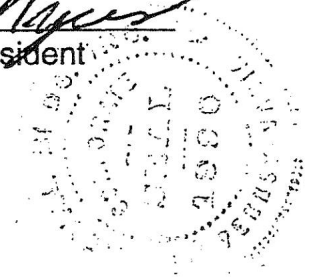
IN WITNESS WHEREOF, the said Royal Bldg., Inc., Declarant, has executed this Declaration this day of , 1999.

Attest:

ROYAL BLDG., INC.

Joseph A. Myers
Joseph A. Myers, Secretary

By: Joseph A. Myers
Joseph A. Myers, President



COMMONWEALTH OF PENNSYLVANIA

:

COUNTY OF

York

: SS

:

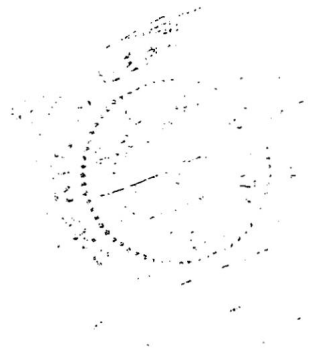
On this, 27th the day July, 1999, before me, the undersigned officer, personally appeared Joseph A. Myers, who acknowledged himself to be the President of Royal Bldg., Inc., a corporation, and that he as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

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

Cheryl A. Leppo (SEAL)
Notary Public

My Commission Expires:

NOTARIAL SEAL
CHERYL A. LEPPA, Notary Public
Hanover Borough, York County
My Commission Expires July 3, 2000



Mail to: Daniel M. Frey & Associates, 14 Center Square, Hanover, PA, 17331

EXHIBIT "A"
DECLARANT'S REAL ESTATE

ALL the following tracts of land, situate in Manchester township, York County, Pennsylvania, bounded and described as follows, to wit:

TRACT NO. 1: BEGINNING at a point on the west side of a fifty (50) foot wide street known as Bemays Drive, said point being one hundred twenty and zero one-hundredths (120.00) feet from the southwest corner of said Jesse Lane and another fifty (50) foot wide street known as Brandywine Lane (T-832), said point also being the southeast corner of Lot No. 67 in Briar Bend, Phase I; thence crossing said fifty (50) foot wide Jesse Lane, South eighty-five (85) degrees, twenty-five (25) minutes, thirty-five (35) seconds East, fifty-one and fifty one-hundredths (51.50) feet to a point; thence along Lot Nos. 68 and 69 in Briar Bend, Phase I, North eighty-six (86) degrees, forty-eight (48) minutes, zero (00) seconds East, two hundred twenty-three and eighteen one-hundredths (223.18) feet to a point; thence along Briar Bend, Phase IV, the following nine (9) courses and distances: 1) South forty-four (44) degrees, eight (08) minutes, thirty (30) seconds West, one hundred eighty-one and ninety-three one-hundredths (181.93) feet to a point; 2) South forty-four (44) degrees, fifty (50) minutes, zero (00) seconds East, one hundred twenty-five and zero one-hundredths (125.00) feet to a point; thence crossing a fifty (50) foot wide street known as Brigadier Drive; 3) South thirty-four (34) degrees, forty-seven (47) minutes, forty-five (45) seconds East, fifty and seventy-eight one-hundredths (50.78) feet to a point; 4) South forty-four (44) degrees, fifty (50) minutes, zero (00) seconds East, eighty and eighty-one one-hundredths (80.81) feet to a point; 5) South three (3) degrees, forty-seven (47) minutes, zero (00) seconds West, three hundred thirteen and ten one-hundredths (313.0) feet to a point; 6) South twenty-six (26) degrees, fifty (50) minutes, ten (10) seconds West, fifty-eight and twenty-six one-hundredths (58.26) feet to a point; 7) South forty-nine (49) degrees, twenty-nine (29) minutes zero (00) seconds East, one hundred thirty and zero one-hundredths (130.00) feet to a point; thence crossing a fifty (50) foot wide street known as Bemays Drive; 8) South thirty-seven (37) degrees, five (05) minutes, thirty (30) seconds East, fifty and ninety-nine one-hundredths (50.99) feet to a point; 9) South forty-seven (47) degrees, twenty-one (21) minutes, twenty (20) seconds East, one hundred eighteen and ninety-two one-hundredths (118.92) feet to a point; thence along Lot No. 105, South forty-seven (47) degrees, twenty-seven (27) minutes, zero (00) seconds West, three hundred twenty-six and thirty one-hundredths (326.30) feet to a point; thence along property, now or formerly of Paul Sprenkle, North sixty-four (64) degrees, thirty-three (33) minutes, zero (00) seconds West, three hundred seventy-three and eighty one-hundredths (373.80) feet to a point; thence by the same North sixty-six (66) degrees, eleven (11) minutes, zero (00) seconds West, five hundred sixty-six and fifty one-hundredths (566.50) feet to a point; thence along property, now or

EXHIBIT "A "
DECLARANT'S REAL ESTATE

formerly of Ernst Boettcher, North twenty-three (23) degrees, thirty-four (34) minutes, zero (00) seconds East, five hundred ninety-one and seventy-one one-hundredths (591.71) feet to a point; thence along property, now or formerly of David E. Leppo, South seventy (70) degrees, four (04) minutes, zero (00) seconds East, ninety and zero one-hundredths (90.00) feet to a point; thence by the same North twenty-three (23) degrees, thirty-four (34) minutes, zero (00) seconds East, two hundred eighty-five and fifteen one-hundredths (285.15) feet to a point; thence along the above mentioned LotNo- 67 in Briar Bend, Phase I, South sixty-nine (69) degrees, fifty-nine (59) minutes, zero (00) seconds East, one hundred eighty and eighteen one-hundredths (180.18) feet to a point the place of BEGINNING. CONTAINING 16.4516 acres and being known as Phase V in Briar Bend.

TRACT NO. 2: BEGINNING at a point on the east side of a fifty (50) foot wide street known as Bemays Drive, said point being one hundred thirty-five and zero one-hundredths (135.00) feet from the southeast corner of said Bemays Drive and another fifty (50) foot wide street known as Brandywine Lane (T-832), said point also being the Southwest corner of Lot No. 42 in Briar Bend, Phase I; thence along said Lot No. 42, South eighty-two (82) degrees, twenty-two (22) minutes, forty (40) seconds East, one hundred nine and twenty one-hundredths (109.20) feet to a point; thence along Lot No. 41 in Briar Bend, Phase I, South eight (8) degrees, one (01) minutes, zero (00) seconds West, one hundred fifty-nine and fifty-two one-hundredths (159.52) feet to a point; thence by the same South eighty-two (82) degrees, forty-two (42) minutes, forty (40) seconds East, one hundred fifty-one and forty one-hundredths (151.40) feet to a point; thence along the west side of a sixty (60) foot wide street known as Brandywine Lane, South seven (07) degrees, seventeen (17) minutes, twenty (20) seconds West, one hundred ten and zero one-hundredths (110.00) feet to a point; thence along property, now or formerly of John Reichard, South eighty-eight (88) degrees, three (03) minutes, zero (00) seconds West, one hundred forty-five and eleven one-hundredths (145.11) feet to a point; thence by the same and property, now or formerly of Edward M. Hewitt, South three (3) degrees, forty-seven (47) minutes, zero (00) seconds West, four hundred forty-five and ninety-eight one-hundredths (445.98) feet to a point; thence along property, now or formerly of J. Eugene Stumpf known as Lot Nos. 106 and 106A, South thirty-five (35) degrees, ten (10) minutes, forty (40) seconds West, one hundred fifty-six and nine one-hundredths (156.09) feet to a point; thence along property, now or formerly of William M. Acree, South forty-seven (47) degrees, twenty-seven (27) minutes, zero (00) seconds West, twenty-three and seventy one-hundredths (23.70) feet to a point; thence along Lot No.-50, North forty-seven (47) degrees, twenty-one (21) minutes, twenty (20) seconds West, one hundred eighteen and ninety-two one-hundredths (118.92) feet to a point; thence across the above mentioned fifty (50) foot wide street known as Bemays Drive, North thirty-seven (37)

EXHIBIT "A "
DECLARANT'S REAL ESTATE

degrees, five (05) minutes, thirty (30) seconds West, fifty and ninety-nine one-hundredths (50.99) feet to a point; thence along Lot No. 98, North forty-nine (49) degrees, twenty-nine (29) minutes, zero (00) seconds West, one hundred thirty and zero one-hundredths (130.00) feet to a point; thence along Lot No. 91, North twenty-six (26) degrees, fifty (50) minutes, ten (10) seconds East, fifty-eight and twenty-six one-hundredths (58.26) feet to a point; thence along Lot Nos. 90 and 88, North three (3) degrees, forty-seven (47) minutes, zero (00) seconds East, three hundred thirteen and ten one-hundredths (313.10) feet to a point; thence along Lot No. 88, North forty-four (44) degrees, fifty (50) minutes, zero (00) seconds West, eighty and eighty-one one-hundredths (80.81) feet to a point; thence crossing a fifty (50) foot wide street known as Brigadier Drive, North thirty-four (34) degrees, forty-seven (47) minutes, forty-five (45) seconds West, fifty and seventy-eight one-hundredths (50.78) feet to a point; thence along Lot No. 75, North forty-four (44) degrees, fifty (50) minutes, zero (00) seconds West, one hundred'twenty-five and zero one-hundredths (125.00) feet to a point; thence along Lot No. 86, North forty-four (44) degrees, eight (08) minutes, thirty (30) seconds East, one hundred eighty-one and ninety-three one-hundredths (181.93) feet to a point; thence along Lot Nos. 69,70 and 71, North eighty-six (86) degrees, forty-eight (48) minutes, zero (00) seconds East, two hundred twenty-seven and niney-one one-hundredths (227.91) feet to a point; thence crossing the above mentioned fifty (50) foot wide street known as Bemays Drive, South eighty-two (82) degrees, fourteen (14) minutes, zero (00) seconds East, fifty and zero one-hundredths (50.00) feet to a point the place of BEGINNING. CONTAINING 6.9040 acres and being known as Phase IV in Briar Bend.

TRACT NO. 3: BEGINNING at a point on the south side of a fifty (50) foot wide street known as Brandywine Lane (T-832), said point also being the northeast corner of Lot No. 42; thence along the south side of said Brandywine Lane, North eighty-six (86) degrees, forty-eight (48) minutes, zero (00) seconds East, forty-eight and thirty-two one-hundredths (48.32) feet to a point; thence along the arc of a curve to the right having a radius of one hundred forty-five and fifty-seven one-hundredths (145.57) feet, a distance of one hundred fourteen and thirty-four one-hundredths (114.34) feet to a point; thence by the same South forty-eight (48) degrees, eleven (11) minutes, zero (00) seconds East, ten and six one-hundredths (10.06) feet to a point; thence along the west side of said Brandywine Lane, said west side being thirty (30) feet from the centerline thereof, along the arc of a curve to the left having a radius of three hundredth thirty and zero one-hundredths (330.00) feet, a distance of one hundred seven and seventy-five one-hundredths (107.75) feet to a point; thence by the same South seven (7) degrees, seventeen (17) minutes, twenty (20) seconds West, one hundred ninety-one and fifty-six one-hundredths (191.56) feet to a point; thence along Lot No. 40 in Briar Bend, Phase IV,

EXHIBIT "A"**DECLARANT'S REAL ESTATE**

North eighty-two (82) degrees, forty-two (42) minutes, forty (40) seconds West, one hundred fifty-one and forty one-hundredths (151.40) feet to a point; thence along Lot No. 43 in Briar Bend, Phase IV and the above mentioned Lot No. 42 in Briar Bend, Phase I, North eight (8) degrees, one (01) minute, zero (00) seconds East, three hundred seventeen and fifty-three one-hundredths (317.53) feet to a point the place of BEGINNING. CONTAINING 48,978 square feet and being known as Lot No. 41 in Briar Bend Phase I.

BEGINNING at a point on the west side of Brandywine Lane (T-832), said point being located thirty (30) feet from the centerline thereof, said point also being the northeast corner of Lot No. 105; thence along said Lot No. 105, North eighty (80) degrees, thirty-six (36) minutes, zero (00) seconds West, one hundred eighty-nine and ten one-hundredths (189.10) feet to a point; thence along Lot No. 3; North thirty-five (35) degrees, ten (10) minutes, forty (40) seconds East, one hundred fifty-six and nine one-hundredths (156.09) feet to a point; thence along property, now or formerly of Edward Hewitt, South seven-six (76) degrees, twenty-one (21) minutes, zero (00) seconds East, one hundred sixteen and sixty-eight one-hundredths (116.86) feet to a point; thence along the above mentioned Brandywine Lane, South seven (7) degrees, seventeen (17) minutes, twenty (20) seconds West, one hundred thirty-two and zero one-hundredths (132.00) feet to a point the place of BEGINNING. CONTAINING 20,943 square feet and being known as Lot Nos. 106 and 106A in Briar Bend.

EXHIBIT "B"
SUBMITTED REAL ESTATE

BEGINNING at a point on the east side of a fifty (50) foot wide street known as Bemays Drive, said point being one hundred thirty-five and zero one-hundredths (135.00) feet from the southeast corner of said Bemays Drive and another fifty (50) foot wide street known as Brandywine Lane (T-832), said point also being the Southwest corner of Lot No. 42 in Briar Bend, Phase I; thence along said Lot No. 42, South eighty-two (82) degrees, twenty-two (22) minutes, forty (40) seconds East, one hundred nine and twenty one-hundredths (109.20) feet to a point; thence along Lot No. 41 in Briar Bend, Phase I, South eight (8) degrees, one (01) minutes, zero (00) seconds West, one hundred fifty-nine and fifty-two one-hundredths (159.52) feet to a point; thence by the same South eighty-two (82) degrees, forty-two (42) minutes, forty (40) seconds East, one hundred fifty-one and forty one-hundredths (151.40) feet to a point; thence along the west side of a sixty (60) foot wide street known as Brandywine Lane, South seven (07) degrees, seventeen (17) minutes, twenty (20) seconds West, one hundred ten and zero one-hundredths (110.00) feet to a point; thence along property, now or formerly of John Reichard, South eighty-eight (88) degrees, three (03) minutes, zero (00) seconds West, one hundred forty-five and eleven one-hundredths (145.11) feet to a point; thence by the same and property, now or formerly of Edward M. Hewitt, South three (3) degrees, forty-seven (47) minutes, zero (00) seconds West, four hundred forty-five and ninety-eight one-hundredths (445.98) feet to a point; thence along property, now or formerly of J. Eugene Stumpf known as Lot Nos. 106 and 106A, South thirty-five (35) degrees, ten (10) minutes, forty (40) seconds West, one hundred fifty-six and nine one-hundredths (156.09) feet to a point; thence along property, now or formerly of William M. Acree, South forty-seven (47) degrees, twenty-seven (27) minutes, zero (00) seconds West, twenty-three and seventy one-hundredths (23.70) feet to a point; thence along Lot No.-50, North forty-seven (47) degrees, twenty-one (21) minutes, twenty (20) seconds West, one hundred eighteen and ninety-two one-hundredths (118.92) feet to a point; thence across the above mentioned fifty (50) foot wide street known as Bemays Drive, North thirty-seven (37) degrees, five (05) minutes, thirty (30) seconds West, fifty and ninety-nine one-hundredths (50.99) feet to a point; thence along Lot No. 98, North forty-nine (49) degrees, twenty-nine (29) minutes, zero (00) seconds West, one hundred thirty and zero one-hundredths (130.00) feet to a point; thence along Lot No. 91, North twenty-six (26) degrees, fifty (50) minutes, ten (10) seconds East, fifty-eight and twenty-six one-hundredths (58.26) feet to a point; thence along Lot Nos. 90 and 88, North three (3) degrees, forty-seven (47) minutes, zero (00) seconds East, three hundred thirteen and ten one-hundredths (313.10) feet to a point; thence along Lot No. 88, North forty-four (44) degrees, fifty (50) minutes, zero

EXHIBIT "B"
SUBMITTED REAL ESTATE

(00) seconds West, eighty and eighty-one one-hundredths (80.81) feet to a point; thence crossing a fifty (50) foot wide street known as Brigadier Drive, North thirty-four (34) degrees, forty-seven (47) minutes, forty-five (45) seconds West, fifty and seventy-eight one-hundredths (50.78) feet to a point; thence along Lot No. 75, North forty-four (44) degrees, fifty (50) minutes, zero (00) seconds West, one hundred'twenty-five and zero one-hundredths (125.00) feet to a point; thence along Lot No. 86, North forty-four (44) degrees, eight (OS) minutes, thirty (30) seconds East, one hundred eighty-one and ninety-three one-hundredths (IS 1.93) feet to a point; thence along Lot Nos. 69,70 and 71, North eighty-six (86) degrees, forty-eight (48) minutes, zero (00) seconds East, two hundred twenty-seven and ninety-one one-hundredths (227.91) feet to a point; thence crossing the above mentioned fifty (50) foot wide street known as Bemays Drive, South eighty-two (82) degrees, fourteen (14) minutes, zero (00) seconds East, fifty and zero one-hundredths (50.00) feet to a point the place of BEGINNING. CONTAINING 6.9040 acres and being known as Phase IV in Briar Bend.

BEGINNING at a point on the south side of a fifty (50) foot wide street known as Brandywine Lane (T-832), said point also being the northeast corner of Lot No. 42; thence along the south side of said Brandywine Lane, North eighty-six (86) degrees, forty-eight (48) minutes, zero (00) seconds East, forty-eight and thirty-two one-hundredths (48.32) feet to a point; thence along the arc of a curve to the right having a radius of one hundred forty-five and fifty-seven one-hundredths (145.57) feet, a distance of one hundred fourteen and thirty-four one-hundredths (114.34) feet to a point; thence by the same South forty-eight (48) degrees, eleven (11) minutes, zero (00) seconds East, ten and six one-hundredths (10.06) feet to a point; thence along the west side of said Brandywine Lane, said west side being thirty (30) feet from the centerline thereof, along the arc of a curve to the left having a radius of three hundredth thirty and zero one-hundredths (330.00) feet, a distance of one hundred seven and seventy-five one-hundredths (107.75) feet to a point; thence by the same South seven (7) degrees, seventeen (17) minutes, twenty (20) seconds West, one hundred ninety-one and fifty-six one-hundredths (191.56) feet to a point; thence along Lot No. 40 in Briar Bend, Phase Iv, North eighty-two (82) degrees, forty-two (42) minutes, forty (40) seconds West, one ■ hundred fifty-one and forty one-hundredths (151.40) feet to a point; thence along Lot No. 43 in Briar Bend, Phase IV and the above mentioned Lot No. 42 in Briar Bend, Phase I, ■ North eight (8) degrees, one (01) minute, zero (00) seconds East, three hundred seventeen and fifty-three one-hundredths (317.53) feet to a point the place of BEGINNING. CONTAINING 48,978 square feet and being known as Lot No. 41 in Briar Bend Phase I.

EXHIBIT "B"
SUBMITTED REAL ESTATE

BEGINNING at a point on the west side of Brandywine Lane (T-832), said point being located thirty (30) feet from the centerline thereof, said point also being the northeast corner of Lot No. 105; thence along said Lot No. 105, North eighty (SO) degrees, thirty-six (36) minutes, zero (00) seconds West, one hundred eighty-nine and ten one-hundredths (189.10) feet to a point; thence along Lot No. 3; North thirty-five (35) degrees, ten (10) minutes, forty (40) seconds East, one hundred fifty-six and nine one-hundredths (156.09) feet to a point; thence along property, now or formerly of Edward Hewatt, South seven-six (76) degrees, twenty-one (21) minutes, zero (00) seconds East, one hundred sixteen and sixty-eight one-hundredths (116.86) feet to a point; thence along the above mentioned Brandywine Lane, South seven (7) degrees, seventeen (17) minutes, twenty (20) seconds West, one hundred thirty-two and zero one-hundredths (132.00) feet to a point the place of BEGINNING. CONTAINING 20,943 square feet and being known as Lot Nos. 106 and 106A in Briar Bend.

EXHIBIT "C"
PLATS AND PLANS

The Plats and Plans of Briar Bend Planned Community, Inc., are recorded in the Office of the Recorder of Deeds of York County, Pennsylvania, in Plan Book GG, Page.

EXHIBIT "D"
CONVERTIBLE REAL ESTATE

ALL the following tracts of land, situate in Manchester township, York County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point on the west side of a fifty (50) foot wide street known as Bemays Drive, said point being one hundred twenty and zero one-hundredths (120.00) feet from the southwest corner of said Jesse Lane and another fifty (50) foot wide street known as Brandywine Lane (T-832), said point also being the southeast corner of Lot No. 67 in Briar Bend, Phase I; thence crossing said fifty (50) foot wide Jesse Lane, South eighty-five (85) degrees, twenty-five (25) minutes, thirty-five (35) seconds East, fifty-one and fifty one-hundredths (51.50) feet to a point; thence along Lot Nos. 68 and 69 in Briar Bend, Phase I, North eighty-six (86) degrees, forty-eight (48) minutes, zero (00) seconds East, two hundred twenty-three and eighteen one-hundredths (223.18) feet to a point; thence along Briar Bend, Phase IV, the following nine (9) courses and distances: 1) South forty-four (44) degrees, eight (08) minutes, thirty (30) seconds West, one hundred eighty-one and ninety-three one-hundredths (181.93) feet to a point; 2) South forty-four (44) degrees, fifty (50) minutes, zero (00) seconds East, one hundred twenty-five and zero one-hundredths (125.00) feet to a point; thence crossing a fifty (50) foot wide street known as Brigadier Drive; 3) South thirty-four (34) degrees, forty-seven (47) minutes, forty-five (45) seconds East, fifty and seventy-eight one-hundredths (50.78) feet to a point; 4) South forty-four (44) degrees, fifty (50) minutes, zero (00) seconds East, eighty and eighty-one one-hundredths (80.81) feet to a point; 5) South three (3) degrees, forty-seven (47) minutes, zero (00) seconds West, three hundred thirteen and ten one-hundredths (313.0) feet to a point; 6) South twenty-six (26) degrees, fifty (50) minutes, ten (10) seconds West, fifty-eight and twenty-six one-hundredths (58.26) feet to a point; 7) South forty-nine (49) degrees, twenty-nine (29) minutes zero (00) seconds East, one hundred thirty and zero one-hundredths (130.00) feet to a point; thence crossing a fifty (50) foot wide street known as Bemays Drive; 8) South thirty-seven (37) degrees, five (05) minutes, thirty (30) seconds East, fifty and ninety-nine one-hundredths (50.99) feet to a point; 9) South forty-seven (47) degrees, twenty-one (21) minutes, twenty (20) seconds East, one hundred eighteen and ninety-two one-hundredths (118.92) feet to a point; thence along Lot No. 105, South forty-seven (47) degrees, twenty-seven (27) minutes, zero (00) seconds West, three hundred twenty-six and thirty one-hundredths (326.30) feet to a point; thence along property, now or formerly of Paul Sprenkle, North sixty-four (64) degrees, thirty-three (33) minutes, zero (00) seconds West, three hundred seventy-three and eighty one-hundredths (373.80) feet to a point; thence by the same North sixty-six (66) degrees, eleven (11) minutes, zero (00) seconds West, five hundred sixty-six and fifty one-hundredths (566.50) feet to a point; thence along property, now or

EXHIBIT "D"
CONVERTIBLE REAL ESTATE

formerly of Ernst Boettcher, North twenty-three (23) degrees, thirty-four (34) minutes, zero (00) seconds East, five hundred ninety-one and seventy-one one-hundredths (591.71) feet to a point; thence along property, now or formerly of David E. Leppo, South seventy (70) degrees, four (04) minutes, zero (00) seconds East, ninety and zero one-hundredths (90.00) feet to a point; thence by the same North twenty-three (23) degrees, thirty-four (34) minutes, zero (00) seconds East, two hundred eighty-five and fifteen one-hundredths (285.15) feet to a point; thence along the above mentioned Lot No. 67 in Briar Bend, Phase I, South sixty-nine (69) degrees, fifty-nine (59) minutes, zero (00) seconds East, one hundred eighty and eighteen one-hundredths (ISO. 18) feet to a point the place of BEGINNING. CONTAINING 16.4516 acres and being known as Phase V in Briar Bend.

EXHIBIT "E"
WITHDRAWABLE REAL ESTATE

ALL the following tracts of land, situate in Manchester Township, York County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point on the west side of a fifty (50) foot wide street known as Bemays Drive, said point being one hundred twenty and zero one-hundredths (120.00) feet from the southwest corner of said Jesse Lane and another fifty (50) foot wide street known as Brandywine Lane (T-832), said point also being the southeast corner of Lot No. 67 in Briar Bend, Phase I; thence crossing said fifty (50) foot wide Jesse Lane, South eighty-five (85) degrees, twenty-five (25) minutes, thirty-five (35) seconds East, fifty-one and fifty one-hundredths (51.50) feet to a point; thence along Lot Nos. 68 and 69 in Briar Bend, Phase I, North eighty-six (86) degrees, forty-eight (48) minutes, zero (00) seconds East, two hundred twenty-three and eighteen one-hundredths (223.18) feet to a point; thence along Briar Bend, Phase IV, the following nine (9) courses and distances: 1) South forty-four (44) degrees, eight (08) minutes, thirty (30) seconds West, one hundred eighty-one and ninety-three one-hundredths (181.93) feet to a point; 2) South forty-four (44) degrees, fifty (50) minutes, zero (00) seconds East, one hundred twenty-five and zero one-hundredths (125.00) feet to a point; thence crossing a fifty (50) foot wide street known as Brigadier Drive; 3) South thirty-four (34) degrees, forty-seven (47) minutes, forty-five (45) seconds East, fifty and seventy-eight one-hundredths (50.78) feet to a point; 4) South forty-four (44) degrees, fifty (50) minutes, zero (00) seconds East, eighty and eighty-one one-hundredths (80.81) feet to a point; 5) South three (3) degrees, forty-seven (47) minutes, zero (00) seconds West, three hundred thirteen and ten one-hundredths (313.0) feet to a point; 6) South twenty-six (26) degrees, fifty (50) minutes, ten (10) seconds West, fifty-eight and twenty-six one-hundredths (58.26) feet to a point; 7) South forty-nine (49) degrees, twenty-nine (29) minutes zero (00) seconds East, one hundred thirty and zero one-hundredths (130.00) feet to a point; thence crossing a fifty (50) foot wide street known as Bemays Drive; 8) South thirty-seven (37) degrees, five (05) minutes, thirty (30) seconds East, fifty and ninety-nine one-hundredths (50.99) feet to a point; 9) South forty-seven (47) degrees, twenty-one (21) minutes, twenty (20) seconds East, one hundred eighteen and ninety-two one-hundredths (118.92) feet to a point; thence along Lot No. 105, South forty-seven (47) degrees, twenty-seven (27) minutes, zero (00) seconds West, three hundred twenty-six and thirty one-hundredths (326.30) feet to a point; thence along property, now or formerly of Paul Sprenkle, North sixty-four (64) degrees, thirty-three (33) minutes, zero (00) seconds West, three hundred seventy-three and eighty one-hundredths (373.80) feet to a point; thence by the same North sixty-six (66) degrees, eleven (11) minutes, zero (00) seconds West, five hundred sixty-six and fifty one-hundredths (566.50) feet to a point; thence along property, now or

EXHIBIT "E"**WITHDRAWABLE REAL ESTATE**

formerly of Ernst Boettcher, North twenty-three (23) degrees, thirty-four (34) minutes, zero (00) seconds East, five hundred ninety-one and seventy-one one-hundredths (591.71) feet to a point; thence along property, now or formerly of David E. Leppo, South seventy (70) degrees, four (04) minutes, zero (00) seconds East, ninety and zero one-hundredths (90.00) feet to a point; thence by the same North twenty-three (23) degrees, thirty-four (34) minutes, zero (00) seconds East, two hundred eighty-five and fifteen one-hundredths (285.15) feet to a point; thence along the above mentioned Lot No. 67 in Briar Bend, Phase I, South sixty-nine (69) degrees, fifty-nine (59) minutes, zero (00) seconds East, one hundred eighty and eighteen one-hundredths (180.18) feet to a point the place of BEGINNING. CONTAINING 16.4516 acres and being known as Phase V in Briar Bend.

EXHIBIT "F"
SCHEDULE OF UNIT IDENTIFYING NUMBERS AND PERCENTAGE INTERESTS

<u>Lot No.</u>	<u>Percentage interest</u>
40	6.25%
43	6.25%
44	6.25%
45	6.25%
46	6.25%
47	6.25%
48	6.25%
49	6.25%
72	6.25%
73	6.25%
74	6.25%
87	6.25%
99	6.25%
100	6.25%
101	6.25%
102	6.25%
41 (Detention Pond)	0.00%

I Certify Tta® Document 1b B*
--^^ In UM* County. *»•



[Handwritten Signature]
Recorder of Deeds

FIRST AMENDMENT TO DECLARATION OF PLANNED COMMUNITY OF BRIAR BEND PLANNED COMMUNITY, INC.

Amended
24652?

This Amendment to the Declaration, made this xth Yth day of April, 2000, by Royai Bldg., Inc. hereinafter referred to as "Declarant", witnesseth that:

WHEREAS, Declarant created a Uniform Planned Community known as Briar Bend Planned Community, Inc., by recording a Declaration of Planned Community dated July 27, 1999, in York County Record Book 1372, Page 3818 (the "Declaration").

WHEREAS, pursuant to rights reserved in Article XIV of the Declaration, Declarant reserved the right to convert all or any portion of the Convertible Real Estate, described in the Declaration as Exhibit "D," Limited Common Elements or any combination thereof.

WHEREAS, the Declarant wishes to amend the Declaration as more particularly set forth below.

NOW THEREFORE, intending to be legally bound hereby, Declarant amends the Declaration as follows:

1. Pursuant to rights reserved in Article XIV of the Declaration, Declarant hereby converts that portion of the Convertible Real Estate described in Exhibit "A" attached hereto and made a part hereof (the "Converted Real Estate") and declares that the Converted Real Estate shall hereafter be designated as Units 50 through 66, 75 through 86, and 89 through 98 as shown on subdivision plan recorded in York County Plan Book QQ, Page 469. The Plats and Plans attached to the Declaration as Exhibit "C" are hereby modified and amended in order to convert a portion of the Convertible Real Estate as stated above and are attached hereto, made a part hereof, and marked Exhibit "B."

2. Except as specifically amended hereby, the Declaration of Planned Community of Allwood Manor Planned Community, Inc., as previously amended, remains in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the Declarant has executed this Amendment the day and year first above written.

Attest/Witness:

ROYAL BLDG., INC.

Carol A. Rust

By: Joseph A. Myers
Joseph A. Myers, President

STATE OF PENNSYLVANIA :
 :SS
COUNTY OF ADAMS :

On this, the day 28 April, 2000, before me, the undersigned officer, personally appeared Joseph A. Myers, who acknowledged himself to be the President of Royal Bldg., Inc., a corporation, and that he, as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

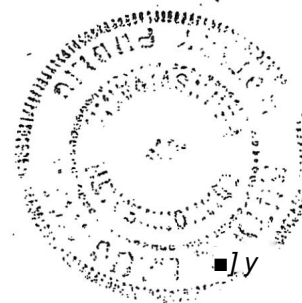
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Ruth A. Laughman (SEAL)
Notary Public

My Commission Expires:

Notarial Seal
Ruth A. Laughman, Notary Public
Conewago Twp., Adams County
My Commission Expires Dec. 8, 2003

Member, Pennsylvania Association of Notaries



I Certify ThiP Document Tb B®

Recorded In York County, Pa.

Mail to: Daniel M. Frey & Associates
14 Center Square
Hanover, PA, 17331
File #63912/11



Daniel M. Frey
Recorder of Deeds

EXHIBIT A

ALL that certain piece, parcel or tract of land situate, lying and being in Manchester Township, York County, Pennsylvania, more particularly bounded, limited and described as follows, to wit:

BEGINNING at a point on the west side of a fifty (50) foot wide street known as Bemays Drive, said point being one hundred twenty and zero one-hundredths (120.00) feet from the southwest corner of said Jesse Lane and another fifty (50) foot wide street known as Brandywine Lane (T-832), said point also being the southeast corner of Lot No. 67 in Briar Bend, Phase I; thence crossing said fifty (50) foot wide Jesse Lane, South eighty-five (85) degrees, twenty-five (25) minutes, thirty-five (35) seconds East, -fifty-one and fifty one-hundredths (51.50) feet to a point; thence along Lot Nos. 68 and 69 in Briar Bend, Phase I, North eighty-six (86) degrees, forty-eight (48) minutes, zero (00) seconds East, two hundred twenty-three and eighteen one-hundredths (223.18) feet to a point; thence along Briar Bend, Phase IV, the following nine (9) courses and distances: 1) South forty-four (44) degrees, eight (08) minutes, thirty (30) seconds West, one hundred eighty-one and ninety-three one-hundredths (181.93) feet to a point; 2) South forty-four (44) degrees, fifty (50) minutes, zero (00) seconds East, one hundred twenty-five and zero one-hundredths (125.00) feet to a point; thence crossing a fifty (50) foot wide street known as Brigadier Drive; 3) South thirty-four (34) degrees, forty-seven (47) minutes, forty-five (45) seconds East, fifty and seventy-eight one-hundredths (50.78) feet to a point; 4) South forty-four (44) degrees, fifty (50) minutes, zero (00) seconds East, eighty and eighty-one one-hundredths (80.81) feet to a point; 5) South three (3) degrees, forty-seven (47) minutes, zero (00) seconds West, three hundred thirteen and ten one-hundredths (313.0) feet to a point; 6) South twenty-six (26) degrees, fifty (50) minutes, ten (10) seconds West, fifty-eight and twenty-six one-hundredths (58.26) feet to a point; 7) South forty-nine (49) degrees, twenty-nine (29) minutes zero (00) seconds East, one hundred thirty and zero one-hundredths (130.00) feet to a point; thence crossing a fifty (50) foot wide street known as Bemays Drive; 8) South thirty-seven (37) degrees, five (05) minutes, thirty (30) seconds East, fifty and ninety-nine one-hundredths (50.99) feet to a point; 9) South forty-seven (47) degrees, twenty-one (21) minutes, twenty (20) seconds East, one hundred eighteen and ninety-two one-hundredths (118.92) feet to a point; thence along Lot No. 105, South forty-seven (47) degrees, twenty-seven (27) minutes, zero (00) seconds West, three hundred twenty-six and thirty one-hundredths (326.30) feet to a point; thence along property, now or formerly of Paul Sprenkle, North

EXHIBIT A
(Continued)

sixty-four (64) degrees, thirty-three (33) minutes, zero (00) seconds West, three hundred seventy-three and eighty one-hundredths (373.80) feet to a point; thence by the same North sixty-six (66) degrees, eleven (11) minutes, zero (00) seconds West, five hundred sixty-six and fifty one-hundredths (566.50) feet to a point; thence along property, now or formerly of Ernst Boettcher, North twenty-three (23) degrees, thirty-four (34) minutes, zero (00) seconds East, five hundred ninety-one and seventy-one one-hundredths (591.71) feet to a point; thence along property, now or formerly of David E. Leppo, Southseventy (70) degrees, four (04) minutes, zero (00) seconds East, ninety and zero one-hundredths (90.00) feet to a point; thence by the same North twenty-three (23) degrees, thirty-four (34) minutes, zero (00) seconds East, two hundred eighty-five and fifteen one-hundredths (285.15) feet to a point; thence along the above mentioned Lot No. 67 in Briar Bend, Phase I, South sixty-nine (69) degrees, fifty-nine (59) minutes, zero (00) seconds East, one hundred eighty and eighteen one-hundredths (180.18) feet to a point the place of BEGINNING. CONTAINING 16.4516 acres and being known as Phase V in Briar Bend.

RECORDED DEEDS
YORK COUNTY
PENNSYLVANIA

SEARCHED INDEXED
SERIALIZED FILED
OCT 4 1988
REC'D
71
V. 4
M

RECORDING FEES \$15.00
STATE WRIT TAX \$0.50
COUNTY ARCHIVES FEE \$1.00
ARCHIVES FEE \$1.00
TOTAL \$17.50

NOTES:

- THIS IS NOT A FIELD SURVEY BY GHI. IT IS A COMPILATION OF PERIMETER INFORMATION FROM RECORDED FINAL PLANS AS PREPARED BY GORDON L BROWN AND ASSOCIATES.
- THE UNITS ARE AS DESCRIBED ON SUBDIVISION PLAN RECORDED IN YORK COUNTY PLAN BOOK QQ, PAGE 83 AND PLAN BOOK QQ, PAGE 469.

1397
7098

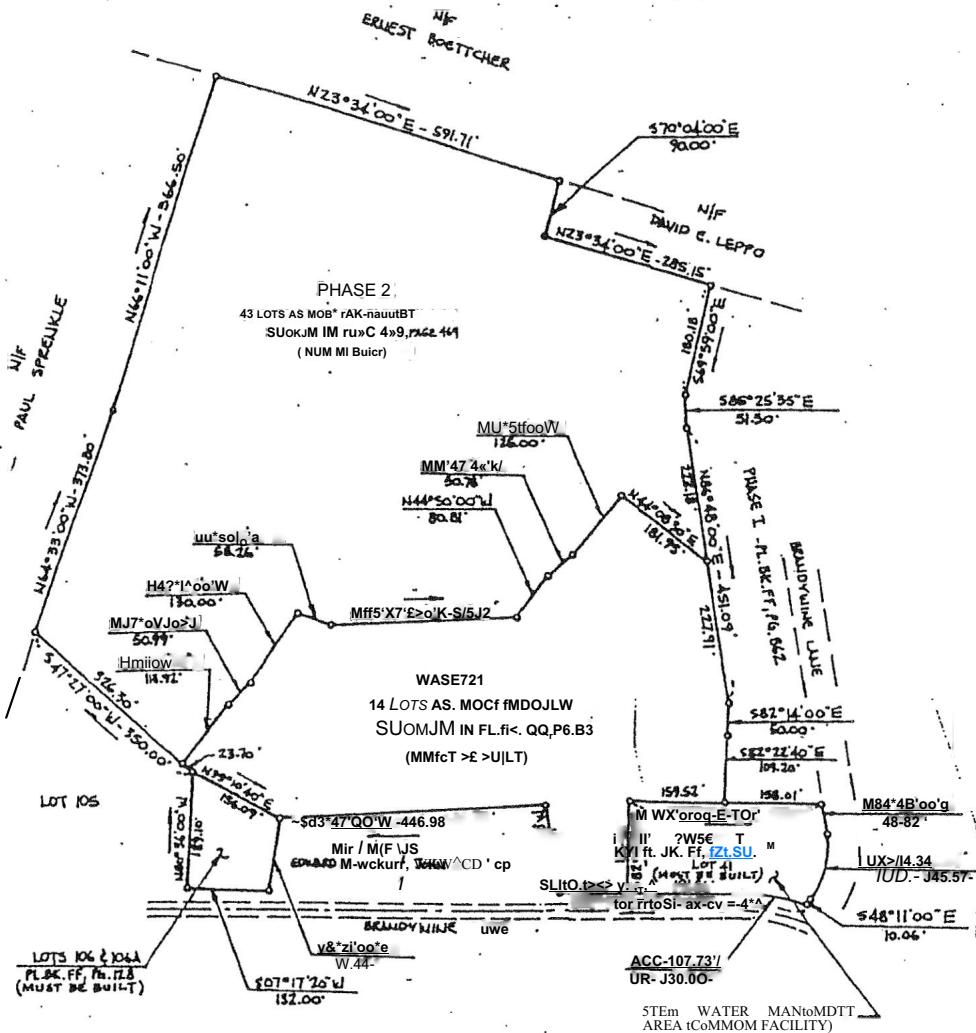


Exhibit B

THE UNDERSIGNED, THEODORE A. DECKER, BEING A PROFESSIONAL ENGINEER (PENNSYLVANIA LICENSE NO. 48,727-E), HEREBY CERTIFIES THAT THE PLAN TO WHICH THIS CERTIFICATION IS AFFIXED CONTAINS ALL INFORMATION AS REQUIRED BY 68 PAS.CLA, SECTION 5210.

Theodore A. Decker, P.E.
THEODORE A. DECKER, PROFESSIONAL ENGINEER



GHI GROUP HANOVER INC.
Engineers & Surveyors
213 Carlisle Street
Hanover, PA 17331
(717) 637-3800

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.....DGCLAIZATION-PLA^
BRIAR BEND
PUNNED COMMUNITY.WG.

L- MANCHESTER TOWNSHIP
L-yk Yo R k cou NTY, FA.??

PAAMN BY E. HAKAMAM	DATE 01/p/18	PACUXAI *O.* 91223
CHKCD BY T. DECKER	BCA *Kv*	DAMZNBNG OP I

COPY

Recorded
by SECURED
LAND TRANSFERS, Inc
5/31/02

**CORRECTION TO FIRST AMENDMENT TO
DECLARATION OF PLANNED COMMUNITY OF
BRIAR BEND PLANNED COMMUNITY, INC.**

This Correction to First Amendment to the Declaration, made this day of 30th May, 2002, by Royal Bldg., Inc., hereinafter referred to as "Declarant", witnesseth that/

WHEREAS, Declarant created a Uniform Planned Community known as Briar Bend Planned Community, Inc., by recording a Declaration of Planned Community dated July 27, 1999, in York County Record Book 1372, Page 3818 (the "Declaration").

WHEREAS, Declarant previously amended said Declaration by recording a First Amendment to Declaration of Planned Community of Briar Bend Planned Community, Inc., dated April 28, 2000, in York County Record Book 1397, page 7394 (the "Amended Declaration").

WHEREAS, the Declarant neglected to designate Lot 88 as one of the designated Units in the Converted Real Estate and now wishes to correct this oversight in the Amended Declaration.

NOW THEREFORE, intending to be legally bound hereby, Declarant corrects the First Amendment to Declaration as follows:

1. Declarant hereby declares that paragraph 1 of the Amended Declaration be corrected to indicate that the Converted Real Estate shall hereafter be designated as Units 50 through 66, 75 through 86, and 88 through 98 as shown on subdivision plan recorded in York County Plan Book QQ, Page 469.

2. Except as specifically amended hereby, the Declaration of Planned Community of Allwood Manor Planned Community, Inc., as previously amended, remains in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the Declarant has executed this Amendment the day and year first above written.

Attest/Witness:

ROYAL BLDG., INC.

Linda J. Barrett

By: Joseph A. Myers
Joseph A. Myers, President

