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Adams County, PA
Patsv S. Gochenauer Recorder of Deeds

BK **4074** PG **308**

DECLARATION OF PLANNED COMMUNITY

OF

***PATRIOTS CHOICE, A PLANNED
COMMUNITY***

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

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DECLARATION

PATRIOTS CHOICE, a Planned Community

ARTICLE I.
SUBMISSION; DEFINED TERMS

Section 1.1 Declarant; Property; County; Name. Joseph A. Myers of 160 Ram Drive, Hanover, PA, 17331 ("Declarant"), is the owner in fee simple of the Real Estate located in Cumberland Township, Adams County, Pennsylvania, the legal description of which is designated Exhibit "A" and attached hereto. Declarant hereby submits the Real Estate 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 flexible Planned Community, to be known as "Patriots Choice, a Planned Community" (the "Planned Community").

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, covering the Real Estate hereby submitted to the Act:

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

1.2.2 Rights granted to Metropolitan Edison Company, as more fully set forth in Misc. Book K, page 232; Misc. Book S, page 417; Misc. Book EE, page 180; Misc. Book HH, page 197; Misc. Book 3, page 356; and Record Book 2131, page 229.

1.2.3 Rights granted to Manufacturer's Power & Light Co. as more fully set forth in Misc. book V, page 237; and Misc. Book FF, page 78.

1.2.4 Rights granted to Columbia Gas Company of Pennsylvania as more fully set forth in Misc. Book 1, page 226; Misc. Book 2, page 445; and Misc. Book 39, page 1118.

1.2.5 Rights granted to United Telephone company of Pennsylvania as more fully set forth in Misc. Book 7, page 321.

1.2.6 Rights granted to Cumberland Township Authority as more fully set forth in Misc. Book 3, page 480.

1.2.7 Subject to terms and conditions of Releases relating to environmental claims as more fully set forth in Record Book 498, pages 270 and 459.

1.2.8 Subject to Permanent Deed Restriction as more fully set forth in instrument recorded in Record Book 3688, page 266.

1.2.9 Easements, building setback lines, restrictions, notes, covenants and conditions as are shown on final subdivision plan(s) for Patriots Choice to be recorded in the Office of the Recorder of Deeds of Adams County, Pennsylvania.

1.2.10 Easements, building setback lines, restrictions, notes, covenants and conditions as are shown on the Declaration Plan prepared by Robert A. Sharrah, P.L.S., to be recorded simultaneously with the recording of this Declaration in the Office of the Recorder of Deeds of Adams County, Pennsylvania.

Section 1.3 Maximum Number of Units. The maximum number of Units created by the subdivision owned by Declarant, which subdivision plan is recorded in the Office of the Recorder of Deeds of Adams County, Pennsylvania, in Record Book 88, Page 72, is forty (40).

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 "Patriots Choice Homeowners' Association, Inc," a Pennsylvania non-profit corporation.

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

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 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.



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G. "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.

H. "Convertible Real Estate" means the Real Estate described in Exhibit "D" attached hereto, so long as Declarant's rights to create Units and/or Limited Common Elements therein continue to exist.

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 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.

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 "C" 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.

Z. "Withdrawable Real Estate" means the Real Estate described in Exhibit "E" attached hereto, so long as Declarant's rights to withdraw such Real Estate from the flexible Planned Community continue to exist.

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 "B" 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.

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. Common Expense Liability appurtenant to each Unit shall be in proportion to its Percentage Interest.

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.



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

Section 3.1 Common Facilities. Declarant has indicated on the Plats and Plans the areas of Real Estate that are to be used as Common Facilities. Upon completion of the Common Facilities by Declarant the same will be conveyed in their entirety to the Association by Declarant or a successor to the interest of Declarant by the later of the date of conveyance or lease of the last Unit Declarant reserves the right to include in the Planned Community. Without limiting the generality of Section 1.4.2.F hereof, the following portions of the Property are hereby designated as Common Facilities:

3.1.1 Lots No. H-1, H-2 and H-3 as shown on the Plats and Plans.

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

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

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

3.4.1 Any areas shown and identified as such on the Plats and Plans.

Section 3.5 Controlled Facilities. Those portions of the Real Estate, whether or not a part of a Unit, that are not a Common Facility and which are maintained, improved, regulated, managed, insured and controlled by the Association. Without limiting the generality of Section 1.4.1.G., hereof, the following portions of the Property are designated as Controlled Facilities:

3.5.1 Storm water lines and inlets not located in the streets;

3.5.2 Drainage and utility easements located on Lots as shown on the Plats and Plans;

3.5.3 All existing intermittent stream corridors protected by the conservations easements set forth in the Permanent Deed Restriction recorded in Record Book 3688, page 266 as shown on the Plats and Plans; and

3.5.4 Any other area shown and identified as such on the Plats and Plans.

Section 3.6 Limited Controlled Facilities. Those portions of Controlled Facilities, other than the Controlled Facilities which are themselves part of a Unit allocated by or pursuant to the Declaration for the exclusive use of one or more but fewer than all of the Units. The following portions of the Property are designated as Limited Controlled Facilities:

3.6.1 Concrete curbs and sidewalks shall be considered Limited Controlled Facilities; provided, however, that each Unit Owner shall have the responsibility for snow removal from the sidewalks in front of their Units; and

3.6.2 Any areas shown and identified as such on the Plats and Plans.

Section 3.7 Use of Sidewalk Limited Controlled Elements. All Unit Owners, their families, guests and invitees, shall have a non-exclusive easement for pedestrian uses over and upon all sidewalks even if those sidewalks are designated as Limited Controlled Elements appurtenant to one or more Units.

Section 3.8 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, Controlled Facilities and Limited Controlled Facilities, as defined in this Declaration (except the portions of the Limited Common Elements which are required by this Declaration or By-Laws to be maintained, repaired or replaced by the Unit Owner) 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, Controlled Facilities and Limited Controlled Facilities in a safe, sightly and serviceable condition which repair and maintenance shall include replacement, cleaning, lighting, painting, landscaping, re-paving and surfacing the curbs, walks, utilities, interim pump station and drainage facilities, directional signs and lighting facilities as necessary from time to time and reconstruction of stormwater facilities to Township standards. Maintenance of the Common Elements by the Association includes the payment of all utility charges applicable to the Common Elements. Provided, however, that each Unit Owner shall be responsible for snow removal in front of their respective Units.

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 and the Limited Common

Elements 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. EASEMENTS

Section 5.1 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:

5.1.1 Common Elements. Declarant reserves the right to place one or more models, management offices and sales offices on any portion of the Common Elements in such manner, of such size and in such locations as Declarant deems appropriate. Declarant may from time to time relocate models, management offices and sales offices to different locations within the Common Elements. Declarant shall have the right to remove any such models, management offices and/or sales offices from the Common Elements at any time up to thirty (30) days after Declarant ceases to be a Unit Owner. Upon the relocation of a model or office constituting a Common Element, Declarant may remove all personal property and fixtures therefrom. Any fixtures not so removed shall be deemed Common Elements, and any personal property not so removed shall be deemed the property of the Association. In addition, Declarant reserves the right with respect to its marketing of Units to use the Common Facilities for the ingress and egress of Declarant and its officers, employees, agents, contractors and subcontractors. The Declarant shall also have the right until the conveyance of the last Unit it owns to erect signs on the Property in connection with its marketing of Units. Any damage to the Common Facilities resulting from this easement shall be repaired by the Declarant within a reasonable time after the completion of its sales of the Units or termination of such use of the Common Facilities, whichever shall first occur. The Declarant agrees to indemnify and to hold the Association harmless from all liabilities resulting from the use of the Common Facilities in conjunction with the marketing of Units. The rights reserved for the Declarant by this Section 5.1.1. shall remain in effect for as long as the Declarant shall remain a Unit Owner in Patriots Choice. This Section shall not be amended without the prior written consent of the Declarant.

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

5.1.3 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.



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5.1.4 Utility Easements. The Units and Common Elements, which includes Common Facilities and/or 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 5.1.4 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 Elements.

5.1.5 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 Elements (including but not limited to the Limited Common Elements) shall be and are 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 Elements 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.

5.1.6 Declarant's Easement to Correct Drainage. Declarant reserves an easement on, over and under those portions of the Common Elements, Controlled Facilities and Limited Controlled Facilities for the purpose of maintaining, reconstructing 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.

5.1.7 Township's Easement for Inspection of Stormwater Facilities. Declarant grants to Cumberland Township an easement for ingress, egress and regress for the purpose of inspecting, cleaning, repairing or reconstructing drainage facilities. It is understood that Cumberland Township shall have the right but not obligation to inspect, clean, repair or reconstruct drainage facilities.

**ARTICLE VI.
COMPLETION OF COMMON FACILITIES**

Section 6.1 Time for Completion. Improvements to Common 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 rights under § 5211 of the Act.

Section 6.2 Responsibility for Common Facilities Until Completed. Until the Common Facilities are completed, Declarant shall be solely responsible for real estate taxes assessed against or allocable to the Common Facilities and for all other expenses in connection with the Common Facilities.

Section 6.3 Bonding of Common Facilities. Declarant is providing a bond to Cumberland Township to assure completion of the Common Facilities.

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 Facilities 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 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 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 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 7.3 Rights of Secured Lenders. Annexation of additional properties, mergers and consolidations, dedication of Common Areas, and amendment of the Declaration, require prior approval of HUD/VA as long as 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 Declarant; provided, however, that 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 him to unilaterally convert



convertible real estate, add additional real estate and withdraw withdrawable real estate, cause mergers 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 Declarant for not more than five (5) years; provided, however, that 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 Architectural Standards. The occupancy and use of the Units and Common Elements shall be subject to the following:

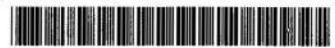
8.1.1 Creation.

A. There shall be an architectural committee (referred to as the "Architectural Standards Committee" or "Committee") for Patriots Choice. The Committee shall have a minimum of three (3) members, each of whom shall, notwithstanding the expiration of the period referred to in the provisions hereof, serve as such until the earlier to occur of (i) his or her resignation from the Committee, or (ii) his or her replacement pursuant to the following provisions of this Section by the Declarant or the Executive Board.

B. The Declarant shall have the exclusive right from time to time designate and replace the members of the Committee until the later to occur of (i) the fifth (7th) anniversary of the date hereof, or (ii) the conclusion of the Development Period. Thereafter, the Executive Board shall have the exclusive right to designate and replace the members of the Architectural Standards Committee who will serve at the pleasure of the Executive Board.

8.1.2 Approval.

A. 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 effect upon its immediate surroundings and the other Units.

B. If any Unit Owner submits to the Committee a written application for approval of any improvement, as aforesaid, and if the Committee has not disapproved, in writing, said application within sixty (60) days of receipt thereof, such approval shall thereupon be deemed to have been given; provided, however, that any written requests for approval together with all plans and specifications or other specifications and information as may be required by the Committee shall be submitted to the Committee by registered or certified mail or in person.

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

D. Construction of any alterations or Structures in accordance with plans and specifications approved by the Committee pursuant to the provisions hereof shall be commenced within six (6) months following the date of approval and completed within twelve (12) months of commencement thereof, or within such other period as the Committee shall specify in its approval. If the event construction is not commenced and completed within the aforesaid periods, then approval of the plans and specifications by the Committee shall be conclusively deemed to have lapsed and compliance with the provisions of this Article shall again be required. After construction, all Structures and alterations shall be maintained continuously in strict conformity with the plans and specifications so approved and all applicable law.

E. The approval of the Committee of any structure or alteration shall in no way be deemed to relieve the Unit Owner from its obligation to obtain any and all governmental permits and approvals necessary for such Structure or alterations.

F. If any Structure is altered, erected, placed or maintained on any Lot other than in accordance with approved plans and specifications therefor, this Declaration and applicable law, such action shall be deemed to be a violation of the provisions of this Declaration and, promptly after the Association gives written notice thereof to its Owner, such Structure shall be removed or restored to its condition prior to such action, and such use shall cease, so as to terminate such violation. If within thirty (30) days after having been given such notice, such Owner has not taken reasonable steps to terminate such violation, any agent of the Association may enter upon such Lot and take such steps as are reasonably necessary to terminate such violation. Such Owner shall be personally liable to the Association for the cost thereof, to the same extent as he is liable for an assessment levied against such Lot, and, upon the failure of the Owner to pay such cost within ten (10) days after such Owner's receipt of written demand therefor from the Association, the Association may establish a lien therefor upon such Lot in accordance with and subject to the provisions of this Declaration applicable to an assessment lien.



8.1.3 Any member of the Committee, upon the occurrence of a violation of the provisions of this Declaration, and after the Association or the Committee gives written notice thereof to the Owner of the applicable Lot, at any reasonable time, may enter upon and inspect any Lot and the exterior of any Structure thereon to ascertain whether the maintenance, construction or alteration of such Structure or alteration are in accordance with the provisions hereof.

8.1.4 Upon completion of construction of any Structure or alteration in accordance with the provisions hereof, the Committee, upon request of the applicant shall issue a certificate of compliance ("Certificate") identifying such Structure and the Lot on which such Structure is placed, and stating that the Structure has been completed pursuant to the terms hereof. The Certificate shall be retained in the records of the Association. Any Certificate issued pursuant hereto shall be prima facie evidence of the facts therein stated, and as to any title insurer, such Certificate shall be conclusive evidence that all Structures on the Lot noted in the Certificate complies with the provisions hereof.

Section 8.2 Prohibited Uses and Nuisances. Except for the activities of Declarant during original development:

8.2.1 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 single family residence 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.

8.2.2 Storage of Vehicles and Equipment. No outside storage of unregistered vehicles, motorized off-road vehicles, lawn mowing equipment or snowmobiles shall be permitted. Boats, campers, recreational vehicles, trailers of any type, mobile homes or commercial vans or vehicles may be stored outside if they are parked on a paved parking pad parallel with the garage and a plant buffer is provided between the parking pad and the side boundary of the Unit.

8.2.3 Operation of Off-Road Vehicles. No motorized off-road recreational vehicles may be operated on any Lot or any public or private road, sidewalk or walking path in the Planned Community.

8.2.4 Reception Equipment. No radio aerial, antenna or satellite or other signal receiving dish, or other aerial or antenna for reception or transmission, shall be placed or kept on a Unit outside of a dwelling, except on the following terms:

A. An Owner may install, maintain and use on its Unit one (or, if approved, more than one) Small Antenna (as hereinafter defined) in the rear yard of a dwelling on the Unit, at such location, and screened from view from adjacent dwellings

in such a manner and using such trees, landscaping or other screening material, as are approved by the Committee, in accordance with the terms of this Declaration. Notwithstanding the foregoing terms of this subsection, (i) if the requirement that a Small Antenna installed on a Unit be placed in the rear yard of a dwelling would impair such Small Antenna's installation, maintenance or use, then it may be installed, maintained and used at another approved location on such Unit where such installation, maintenance or use would not be impaired; (ii) if and to the extent that the requirement that such Small Antenna be screened would result in any such impairment, such approval shall be on terms not requiring such screening; and (iii) if the prohibition against installing, maintaining and using more than one (1) Small Antenna on a Unit would result in any such impairment, then such Owner may install on such Unit additional Small Antenna as are needed to prevent such impairment (but such installation shall otherwise be made in accordance with this subsection).

B. In determining whether to grant any approval pursuant to this Section, neither Declarant, the Committee nor the Executive Board shall withhold such approval, or grant it subject to any condition, if and to the extent that doing so would result in an impairment.

C. As used herein, (i) "impair" has the meaning given it in 47 Code of Federal Regulations Part 1, section 1.4000, as hereafter amended; and (ii) "Small Antenna" means any antenna (and accompanying mast, if any) of a type, the impairment of the installation, maintenance or use of which is the subject of such Federal regulation. Such antennae are currently defined thereunder as, generally, being one (1) meter or less in diameter or diagonal measurement and designed to receive certain types of broadcast or other distribution services or programming.

8.2.5 Fuel and Utility Storage. Outside above ground or below ground fuel storage tanks or other utility storage devices are prohibited.

8.2.6 Waste Disposal. All dumping, burning or storage of waste materials shall be performed only in compliance with applicable laws, ordinances and regulations.

8.2.7 Temporary Structures. Temporary Structures shall be permitted only during construction and shall be removed not later than thirty (30) days after completion of construction.

8.2.8 Signs. No signs shall be permitted except for (i) one permanent sign indicating the name of the owner of a Unit; (ii) one temporary sign relating to construction then being performed on such Unit; and (iii) one temporary sign indicating that such Unit is being offered for sale. No sign permitted under this paragraph shall be of a size greater than eighteen (18) inches by twenty-four (24) inches. This Section 8.2.8 shall not apply to signs erected by Declarant while the Property is being developed.



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8.2.9 Offensive Activities. No obnoxious, dangerous or offensive activity or nuisance and no business, trade or commercial activity of any kind shall be conducted or maintained upon any part of a Unit, except that a professional office may be maintained by a physician, surgeon, dentist, lawyer, accountant or other person engaged in a professional occupation in the dwelling house owned and occupied by such person, subject to applicable ordinances and regulations.

8.2.10 Animals. No animal, fowl or other livestock shall be kept or maintained on any Unit, except for domestic house pets which are not kept, bred or maintained for commercial or business uses or purposes. Such domestic pets shall not be kept or maintained in numbers which may cause annoyance to neighboring Unit Owners. No domestic house pets permitted under this Section 8.2.10 may be housed outside. Whenever any such domestic house pets are outside, they shall be kept on leashes or otherwise under the direct and immediate control of their owners. Unit Owners shall be responsible for promptly cleaning up after any domestic animals maintained by them and shall not permit any animal waste to accumulate on their Unit or on any portion of the Planned Community.

8.2.11 Further Subdivision. There shall be no further subdivision of any Unit.

8.2.12 Dwelling size. No more than one (1) dwelling house may be constructed on each Unit. All dwelling houses and accessory buildings must meet or exceed all setback, yard and other requirements of all applicable ordinances and regulations. Each house shall contain (i) at least 1,700 square feet of living space if such house is a ranch-style house and (ii) at least 2,000 square feet of living space (not less than 1,000 square feet of which shall be located on the first floor if a Cape Cod style) if such house is a two-story house.

8.2.13 Accessory Buildings. All sheds, gazebos and other fully or partially enclosed buildings or structures which are not part of a dwelling house shall be considered Accessory Buildings. There shall be no more than one (1) free-standing Accessory Building per Unit, including any detached garage if one was approved by the Committee, which shall not exceed twelve (12) feet by fourteen (14) feet or a total of one hundred sixty-eight (168) square feet. The building materials and colors used to construct Accessory Buildings shall match or be compatible with those used in the construction of any dwelling house erected on the Unit.

8.2.14 Clothesline. No outdoor clotheslines shall be permitted.

8.2.15 Driveways. All driveways shall be paved with bituminous concrete, cement concrete or brick pavers. Shared or multiple driveways shall be permitted only if required by the approved subdivision plan of the Planned Community. Patios, walkways and other impervious surface areas shall be constructed of materials similar to any driveway or driveways constructed on the Unit.



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8.2.16 Roofing. Roofing materials shall be asphalt or fiberglass shingles.

8.2.17 Siding. Siding materials shall be stone (natural or man-made), brick, vinyl or dryvit.

8.2.18 Fences. All fences or freestanding walls shall be constructed of vinyl, wood, wrought iron, stone (natural or man-made) or brick. No fence shall be constructed of chain links and no fence shall be greater than five (5) feet in height. No fencing shall be permitted in any front yard area of a Unit.

8.2.19 Lighting. Exterior lighting shall be shielded to prevent glare and shall not directly light areas beyond Unit boundaries. Post lights shall be installed and maintained as required by Cumberland Township.

8.2.20 Garages. Each Unit on which a house is constructed shall also have constructed on such Unit an attached garage for the storage of not less than two, nor more than three, motor vehicles.

8.2.21 Exposed Foundations. The front face portion of an exposed foundation wall shall be composed of brick or stone (natural or man-made) or of the same material as the exterior walls of the structure of which the foundation is part.

8.2.22 Swimming Pools. Above-ground swimming pools must be approved as to style, design and placement by the Committee. For purposes of the preceding sentence, "above ground swimming pool" shall be defined as any artificial or man-made pool or tank of water, any part of which extends more than six (6) inches above the level of the surrounding ground as graded. In-ground pools must conform to all applicable requirements of law. All pools must be surrounded by a fence or wall not less than four (4) feet high, which shall be constructed so as not to have openings, holes or gaps larger than six (6) inches in any dimension and shall be constructed of wood, wrought iron, stone (natural or man-made) or brick. All gates and doors shall be equipped with a self-closing and self-latching device for keeping the gate or door securely closed at all times when not in actual use, except that the door of any dwelling which forms a part of the enclosure need not be so equipped. No inflatable pools of a temporary nature larger than a four (4) foot diameter, eight (8) inch height "kiddie pool" will be permitted at any time and any "kiddie pool" must be emptied daily and stored inside.

8.2.23 Care of Lots. Owners shall, at all times, maintain their Unit and all appurtenances thereto in good repair and in a state of neat appearance, including but not limited to, the seeding, watering and mowing of all lawns and yards, keeping all sidewalks, if any, neat, clean and in good repair, and free of ice and snow, the pruning and cutting of all trees and shrubbery and the painting (or other appropriate external care) of all structures on the Unit, all in a manner and with such frequency as is consistent with good property management and maintenance. If, in the opinion of the Committee, any Owner fails to perform the duties imposed hereunder, the Association, on affirmative



action of a majority of the Executive Board, after fifteen (15) days written notice to such Owner to remedy the condition in question, and upon failure of the Owner to remedy the condition, shall have the right (but not the obligation), through its agents and employees, to enter upon the Unit in question and to repair, maintain, repaint and restore the Unit and the improvements or structures thereon, and the cost thereof shall be a binding, personal obligation of such Unit Owner, as an additional assessment on the Unit.

8.2.24 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.

8.2.25 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 8.3 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.
LEASING**

Section 9.1 Leasing. The Unit Owner of any Unit may lease his respective property subject to the following terms and conditions:

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

9.1.2 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.

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

**ARTICLE X.
BUDGETS; COMMON EXPENSES; ASSESSMENTS AND ENFORCEMENT**

Section 10.1 Definition of Common Expenses. Common Expenses shall include:

10.1.1 Expenses of administration, maintenance, and repair or replacement of the Common Elements and/or Controlled Facilities;



10.1.2 Expenses declared to be Common Expenses by the Planned Community Documents or the Act;

10.1.3 Expenses agreed upon as Common Expenses by the Association; and

10.1.4 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 Elements and/or Controlled Facilities or any real or personal property acquired or held by the Association.

Section 10.2 Apportionment of Common Expenses. All Common Expenses shall be assessed against all Units in accordance with their respective Percentage Interests as shown on Exhibit "B" 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 10.3 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 in annual payments due no later than January 15 of each year or as otherwise determined by the Executive Board on an annual basis. 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 10.4 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 10.5 Surplus. The budget of the Association shall segregate Limited Common Expenses from general Common Expenses. Any amounts accumulated from assessments for Limited Common Expenses and income from the operation of Limited Common Elements to which such Limited Common Expenses pertain in excess of the amount required for actual Limited Common Expenses shall be held by the Association as reserves for future Limited Common Expenses. 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 10.6 Assignment of Income Rights. The Association may assign its rights to future income, including payments made on account of assessments for general Common Expenses and Limited Common Expenses, to secure any loan obtained by the Association for repairs, replacements or capital improvements to the Common Elements.

Section 10.7 Special Allocation of Expenses.

10.7.1 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.

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

10.7.3 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.

10.7.4 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 10.8 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 10.9 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 10.10 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 10.11 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 10.12 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 10.12 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 10.13 Lien.



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10.13.1 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.

10.13.2 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.

10.13.3 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.

10.13.4 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.

10.13.5 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.

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

10.13.7 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.

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

10.13.9 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.



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10.13.10 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.

10.13.11 In the event the Municipality notifies the Association it has failed to maintain or repair any storm water basin located on Lot No. H-1 or any storm water facilities not located in the street right-of-way and the Association fails to take corrective action within thirty (30) days after said notice then in that event the Municipality may perform such maintenance and or repairs and shall have the right to assess the Association for the cost thereof including engineering and legal fees. The Municipality shall have the right to file a lien against all of the property of the Association and the individual Unit Owners, jointly or severally, if the costs are not paid within thirty (30) days of receipt of the invoice for the Municipality's costs. This Article cannot be deleted and or modified without the written consent of the Municipality.

Section 10.14 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 10.15 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 XI. RIGHTS OF PERMITTED MORTGAGEES

Section 11.1 Entitlement of Mortgagee. 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:

11.1.1 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;

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

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

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



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11.1.5 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;

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

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

Section 11.2 Requirements for Request by Mortgagee. 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 11.3 Failure to Comply. 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 XII.
EXECUTIVE BOARD; DECLARANT'S RIGHTS;
SPECIAL DECLARANT RIGHTS**

Section 12.1 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.

12.1.1 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.

12.1.2 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.

12.1.3 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 12.2 Declarant Rights.

12.2.1 Notwithstanding any other provisions contained herein, for so long as the Declarant continues to own any Units, the following provisions shall be deemed to be in full force and effect, none of which, except as hereinafter provided, shall be construed so as to relieve the Declarant from any obligations of a Unit Owner to pay assessments as to each Unit within which has been erected a residential dwelling for which a certificate of occupancy has been issued.

A. Declarant shall have the unrestricted right to sell or lease any Unit which the Declarant owns, or to use and occupy the same, upon such terms and conditions as it shall deem to be in its own best interests.

B. Declarant shall have the right to transact on the Property any business necessary to complete the construction of Units, Common Facilities and improvements and to consummate the sale of Units, including but not limited to the right to maintain models, display signs, sales offices, management offices, employees in an office, the right of use of the Common Facilities for such purpose as Declarant or Builder may deem appropriate, the right to maintain construction equipment, including construction trailers, and to conduct construction activities on the Property.

C. Declarant shall have the absolute right to make any alterations in or improvements to any Unit owned by Declarant, including the right to alter the boundaries between two (2) or more Units owned by Declarant, and, in connection with any such alterations or improvements, to revise the Plan and the shares of one or more of such Units; provided that no such revision shall affect the shares of any Units not owned by Declarant, except with the consent of the Owners of such Units and their respective mortgagee, if any. An appropriate amendment to this Declaration reflecting any such revision in the shares, and revised Plan indicating any such alterations in the boundaries of any such Units, need not be submitted to or approved by any other party whatsoever, but shall be executed solely by the Declarant and recorded.

D. The Declarant reserves all Special Declarant Rights (meaning the reservation of options or other rights for the benefit of the Declarant as provided in section 5103 of the Act), and such additional rights reserved for the benefit of the Declarant as set forth in this Declaration, the Plan and the bylaws of the Association.

Section 12.3 Transfer of Special Declarant Rights.

12.3.1 No Special Declarant Rights created or reserved under this subsection may be transferred except by an instrument evidencing the transfer Recorded in the Recorder of Deeds Office of Adams County, Pennsylvania. The instrument shall be indexed in the name of Patriots Choice in both the grantor and grantee index as well as in



the name of Declarant in the grantor index and the name of the transferee in the grantee index. The instrument is not effective unless executed by the transferee.

12.3.2 Upon transfer of any Special Declarant Rights, the liability of the transferor Declarant and the liabilities and obligations of successors to Special Declarant Rights shall be determined in accordance with section 5304 of the Act.

12.3.3 Nothing in this Section subjects any successor to a Special Declarant Right to any claims against or other obligations of a transferor Declarant other than claims and obligations arising under this Declaration or the Act.

Section 12.4 Restrictions on Declarant-Related Actions.

12.4.1 So long as a Declarant shall own any Units, no Declarant related amendment shall be made to this Declaration or to any other governing document, nor shall any Declarant related governing document be executed, adopted or promulgated by, the Executive Board or the Association unless such Declarant related amendment or governing document shall be specifically approved in writing by Declarant.

12.4.2 For purposes of subparagraph 12.4.1., above, an amendment or governing document which does any of the following shall be considered to be Declarant -related:

A. Discriminates or tends to discriminate against a Declarant as a Unit Owner, or otherwise.

B. Directly or indirectly, by its provisions or in practical application, relates to any Declarant in a manner different from the manner in which it relates to other Unit Owners.

C. Modifies the definitions provided for herein in a manner which alters Declarant's rights or status.

D. Alters any previously recorded or written agreement with any public or quasi-public agencies, utility companies, political subdivisions, public authorities or other similar agencies or bodies, respecting zoning suspension, streets, roads, drives, easements or facilities.

E. Alters or repeals any of Declarant's rights or any provision applicable to Declarant's rights as provided for by any provision of this Declaration or of any other governing document applicable to Declarant.

Section 12.5 Limitation of Liability. Except as is set forth in the Act, as the same applies to structural defects, the Declarant shall not be liable to any Unit Owner, their heirs, executors or assigns, the Association, the Executive Board, any officer, any committee member, any mortgagee and/or other lienholder, any guest or invitee, and/or any other party whatsoever for any damage, loss or prejudice suffered or claimed whatsoever and for any reason whatsoever. Furthermore, any Owner or Owners, the Association and/or other occupant and/or any other

party and/or the Executive Board, or any member thereof, or any officer who shall initiate or cause to initiate and/or bring and/or file any claim, demand, law suit or other legal proceeding against the Declarant for any reason whatsoever, if unsuccessful in said claim, demand, law suit or other legal proceedings, shall pay to the Declarant, on demand, the costs incurred by the Declarant, including attorneys' fees and court costs incurred in the defense of any such claim, demand, lawsuit or other legal proceeding of any kind or nature whatsoever.

**ARTICLE XIII.
LIMITATION OF LIABILITY**



Section 13.1 Standard of Conduct.

13.1.1 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.

13.1.2 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.

13.1.3 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 13.2 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:

13.2.1 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.

13.2.2 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.

13.2.3 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 13.3 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 13.3 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 13.4 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 13.4 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 13.5 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 13.4 above, if and to the extent available at reasonable cost.



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**ARTICLE XIV.
OPTION TO WITHDRAW REAL ESTATE**

Section 14.1 Reservation. 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 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 XV.
CONVERTIBLE REAL ESTATE**

Section 15.1 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 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 15.2 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 eighty-nine (89) Units. 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 XVI. INSURANCE

Section 16.1 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:

16.1.1 Property insurance on the Common Facilities and Controlled Facilities and Limited Controlled Facilities 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.

16.1.2 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.

Section 16.2 Insurance to Include Units if Available. Insurance described in section 14.1 above to the extent reasonably available, shall include the Units but shall not include improvements and betterments installed by Unit Owners.

Section 16.3 Notice of Cancellation. If the insurance described hereinabove is not maintained, the Association shall promptly 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.

Section 16.4 Policy Terms. The policy terms of the insurance shall be in accordance with §5312(d).

ARTICLE XVII. TERMINATION OF THE COMMUNITY

Section 17.1 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 18.1 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 19.1 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 affect the validity or enforceability of any other provision or portion thereof unless such deletion shall destroy the uniform plan for development and operation of the planned community which this Declaration is intended to create.

IN WITNESS WHEREOF, the Declarant, has executed this Declaration this 22 day of June, 2005.

Witness:

Thomna M. Carbaugh

Joseph A. Myers
Joseph A. Myers

EXHIBIT "A"
Submitted Real Estate

ALL those certain three (3) contiguous pieces, parcels or tracts of land, situate, lying and being in Cumberland Township, Adams County, Pennsylvania, more particularly bounded, limited and described as follows, to wit:

TRACT NO. 1: **BEGINNING** at a 1 inch steel rod found at the south corner of the western terminus of South Avenue (T-811) at corner of land now or formerly of Adams Electric Cooperative, Inc.; thence by said land now or formerly of Adams Electric Cooperative, Inc., South 89 degrees 23 minutes 45 seconds West, 1,258.20 feet to a 5/8" rebar found at corner of land now or formerly of William F. Coleman and wife; thence by said land now or formerly of Coleman, North 62 degrees 33 minutes 46 seconds West, 209.53 feet to a point on the eastern right of way line of CSX Transportation Railroad; thence along said right of way line, North 04 degrees 20 minutes 21 seconds West, 646.94 feet to another point on said right of way line; thence along same by a curve to the right, having a radius of 1,939.64 feet, a chord bearing of North 00 degrees 09 minutes 49 seconds West, for an arc distance of 282.70 feet to another point on said right of way line; thence along same, North 04 degrees 00 minutes 42 seconds East, 1,221.63 feet to another point on said right of way line; thence along same by a curve to the left, having a radius of 1,559.05 feet, a chord bearing North 05 degrees 18 minutes 39 seconds West, for an arc distance of 507.33 feet to a 5/8" rebar set at corner of land now or formerly of T. Brown and S. Brown; thence by said Brown land and by land now or formerly of Marsh Hill Development Co. and by land now or formerly of Gary McCray Co., South 62 degrees 35 minutes 42 seconds East, 1,842.05 feet to a 5/8" rebar to be set at corner of land now or formerly of Cumberland Township Authority and land now or formerly of Arturo M. Ottolenghi and Hannah M. Hauser; thence by said land now or formerly of Ottolenghi and Hauser, South 29 degrees 55 minutes 16 seconds West, 460.05 feet to a tall pipe (1½") found; thence by same, South 70 degrees 04 minutes 44 seconds East, 271.49 feet to a ½" pipe found in a 1¼" pipe at land now or formerly of Jay M. Cutshall and wife; thence by said land now or formerly of Cutshall, South 08 degrees 27 minutes 31 seconds East, 51.56 feet to a 5/8" rebar to be set at corner of land now or formerly of Robert L. Steinour and wife; thence by said land now or formerly of Steinour and by land now or formerly of Glenn A. Myers and wife, South 79 degrees 53 minutes 40 seconds West, 220.06 feet to a bent ½" rebar found; thence by said land now or formerly of Myers, South 09 degrees 38 minutes 16 seconds East, 181.16 feet to a ½" pipe found; thence South 81 degrees 02 minutes 52 seconds West, 34.81 feet to a ¼" rebar found at corner of land now or formerly of Joseph E. Yeck and wife; thence by said land now or formerly of Yeck, North 09 degrees 38 minutes 16 second West, 180.00 feet to a 5/8" rebar to be set; thence by same, South 82 degrees 02 minutes 51 seconds West, 90.00 feet to a 5/8" rebar to be set; thence by same, South 09 degrees 38 minutes 16 seconds East, 180.00 feet to a 5/8" rebar to be set; thence South 81 degrees 02 minutes 52 seconds West, 91.02 feet to a 5/8" rebar to be set; thence by lots now or formerly of Hartwig, Noble, Staley, Fisher, Heller, Stauch, Royston, McGuire, Wright, Plank and Gastley, South 09 degrees 40 minutes 11 seconds East, 1,107.21 feet to a 1" steel rod found at the south corner of the western terminus of South Avenue (T-811), the place of

EXHIBIT "B"
Units by Identifying Numbers and Percentage Interest

Unit Identifying No.	Percentage Interest
1	2.500
2	2.500
3	2.500
4	2.500
5	2.500
6	2.500
7	2.500
8	2.500
9	2.500
10	2.500
27	2.500
28	2.500
29	2.500
30	2.500
31	2.500
32	2.500
33	2.500
34	2.500
35	2.500
36	2.500
37	2.500
38	2.500
39	2.500
40	2.500
41	2.500
42	2.500
43	2.500
44	2.500
45	2.500
77	2.500
78	2.500
79	2.500
80	2.500
81	2.500
85	2.500
86	2.500
87	2.500
88	2.500

Unit Identifying No.	Percentage Interest
89	2.500
90	2.500



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EXHIBIT "C"
Plats and Plans

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The Plats and Plans of Patriots Choice, a planned community, attached hereto, are recorded as a part of this document in the Office of the Recorder of Deeds of Adams County, Pennsylvania, in Record Book _____, page _____.



EXHIBIT "D"
Convertible Real Estate

ALL those certain three parcels of land situate, lying and being in Cumberland Township, Adams County, Pennsylvania, more particularly bounded, limited and described as follows, to wit:

TRACT NO. 1: **BEGINNING** for a corner at land of CSX Transportation Railroad and lands now or formerly of Robert M. Coulson, et ux; thence along said Coulsons' lands and lands now or formerly of Daniel M. Bringman, et ux, and lands now or formerly of Marsh-Hill Development Co., Inc., and Lots No. 9 through 20 of "The Meadows," South 62 degrees 35 minutes 42 seconds East, 1374.42 feet to a point at Lot No. H-1 of the Patriots Choice development, Phase 1A; thence along said Lot No. H-1 and Lots No. 80 and 79 of said development the following nine (9) courses and distances: [1] South 5 degrees 40 minutes 18 seconds West, 567.83 feet to a point; [2] North 84 degrees 19 minutes 42 seconds West, 141.18 feet to a point; [3] South 05 degrees 40 minutes 18 seconds West, 43.85 feet to a point; [4] by a curve to the right having a radius of 175.00 feet, an arc distance of 127.60 feet and a long chord bearing and distance of South 26 degrees 33 minutes 36 seconds West, 124.79 feet to a point; [5] South 42 degrees 33 minutes 05 seconds East, 150.00 feet to a point; [6] South 59 degrees 38 minutes 40 seconds West, 137.31 feet to a point; [7] North 87 degrees 09 minutes 00 seconds West, 126.72 feet; [8] South 08 degrees 43 minutes 14 seconds East, 164.10 feet to a point; and [9] South 01 degree 43 minutes 13 seconds East, 696.71 feet to a point at Lot No. 77 of the Patriots Choice development; thence along Lot No. 77, South 88 degrees 16 minutes 47 seconds West, 124.91 feet to South Avenue; thence crossing South Avenue, North 40 degrees 25 minutes 48 seconds West, 72.10 feet to a point at Lot No. 45; thence along Lot No. 45, North 84 degrees 13 minutes 29 seconds West, 155.67 feet to a point at Lot No. 32; thence along Lot No. 32, North 06 degrees 50 minutes 41 seconds West, 11.97 feet to a point at Lot No. 31; thence along Lot No. 31, North 00 degrees 13 minutes 16 seconds East, 138.14 feet to a point at Lot No. 30; thence along Lot No. 30, North 04 degrees 22 minutes 04 seconds East, 137.66 feet to a point at Lot No. 29; thence along Lot No. 29, North 04 degrees 04 minutes 55 seconds East, 159.58 feet to a point at Lot No. 28; thence along Lot No. 28, North 01 degree 43 minutes 13 seconds West, 160.36 feet to a point at Lot No. 27; thence along Lot No. 27 the following three (3) courses and distances: [1] North 01 degree 43 minutes 13 seconds West, 115.09 feet to a point; [2] North 72 degrees 33 minutes 43 seconds West, 168.94 feet to a point; and [3] North 81 degrees 36 minutes 30 seconds West, 91.84 feet to a point on the right-of-way line of Boyds School Road; thence crossing Boyds School Road, South 78 degrees 01 minute 08 seconds West, 50.81 feet to a point at corner of Lot No. 10; thence South 82 degrees 10 minutes 05 seconds West, 280.59 feet to a point at lands of CSX Transportation Railroad, aforesaid; thence along same the following two (2) courses and distances: [1] North 04 degrees 00 minutes 42 seconds East, 1067.03 feet to a point; and [2] by a curve to the left having a radius of 1,559.05 feet, an arc distance of 507.33 feet, and a long chord bearing and distance of North 05 degrees 18 minutes 39 seconds West, 505.09 feet to a point, the place of **BEGINNING. CONTAINING 37.066 Acres.**

TRACT NO. 2: **BEGINNING** at a point on the right-of-way line of Bryan Court at corner of Lot No. H-1 of the Patriots Choice development; thence along the right-of-way line of Bryan

Court by a curve to the left having a radius of 60.00 feet, an arc distance of 31.42 feet, and a long chord bearing and distance of South 71 degrees 35 minutes 21 seconds West, 31.06 feet to a corner of Lot No. 81 of the Patriots Choice development; thence along Lot No. 81, North 33 degrees 24 minutes 39 seconds West, 213.28 feet to a point at Lot No. H-1, aforesaid; thence along Lot No. H-1 the following four (4) courses and distances: [1] North 29 degrees 38 minutes 32 seconds East, 81.50 feet to a point; [2] South 60 degrees 21 minutes 28 seconds East, 163.20 feet to a point; [3] South 29 degrees 38 minutes 32 seconds West, 130.81 feet to a point; and [4] South 33 degrees 24 minutes 39 seconds East, 53.50 feet to a point, the place of **BEGINNING**. **CONTAINING 0.489 Acres.**

TRACT NO. 3: **BEGINNING** at a point on the right-of-way line of Bryan Court at corner of Lot No. 85 of the Patriots Choice development; thence along the right-of-way line of Bryan Court the following two (2) courses and distances: [1] by a curve to the left having a radius of 60.00 feet, an arc distance of 59.98 feet, and a long chord bearing and distance of North 13 degrees 29 minutes 34 seconds West, 57.51 feet to a point; and [2] by a curve to the left having a radius of 60.00 feet, an arc distance of 31.42 feet, and a long chord bearing and distance of North 57 degrees 07 minutes 52 seconds West, 31.06 feet to a point at Lot No. H-1 of the Patriots Choice development; thence along Lot No. H-1 the following three (3) courses and distances: [1] North 47 degrees 52 minutes 08 seconds East, 69.00 feet to a point; [2] North 03 degrees 42 minutes 58 seconds East, 118.87 feet to a point; and [3] North 80 degrees 19 minutes 49 seconds East, 116.50 feet to a point at lands now or formerly of John Fisher, et ux; thence along said Fishers' lands and lands now or formerly of Fay Heller and lands now or formerly of Jason S. Diehl, et ux, and lands now or formerly of Douglas Royiston, et ux, South 09 degrees 40 minutes 11 seconds East, 312.22 feet to a point at Lot No. 85; thence along Lot No. 85, North 74 degrees 51 minutes 15 seconds West, 193.37 feet to a point on the right-of-way line of Bryan Court, the point and place of **BEGINNING**. **CONTAINING 0.975 Acres.**



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Court by a curve to the left having a radius of 60.00 feet, an arc distance of 31.42 feet, and a long chord bearing and distance of South 71 degrees 35 minutes 21 seconds West, 31.06 feet to a corner of Lot No. 81 of the Patriots Choice development; thence along Lot No. 81, North 33 degrees 24 minutes 39 seconds West, 213.28 feet to a point at Lot No. H-1, aforesaid; thence along Lot No. H-1 the following four (4) courses and distances: [1] North 29 degrees 38 minutes 32 seconds East, 81.50 feet to a point; [2] South 60 degrees 21 minutes 28 seconds East, 163.20 feet to a point; [3] South 29 degrees 38 minutes 32 seconds West, 130.81 feet to a point; and [4] South 33 degrees 24 minutes 39 seconds East, 53.50 feet to a point, the place of **BEGINNING**. **CONTAINING** 0.489 Acres.

TRACT NO. 3: **BEGINNING** at a point on the right-of-way line of Bryan Court at corner of Lot No. 85 of the Patriots Choice development; thence along the right-of-way line of Bryan Court the following two (2) courses and distances: [1] by a curve to the left having a radius of 60.00 feet, an arc distance of 59.98 feet, and a long chord bearing and distance of North 13 degrees 29 minutes 34 seconds West, 57.51 feet to a point; and [2] by a curve to the left having a radius of 60.00 feet, an arc distance of 31.42 feet, and a long chord bearing and distance of North 57 degrees 07 minutes 52 seconds West, 31.06 feet to a point at Lot No. H-1 of the Patriots Choice development; thence along Lot No. H-1 the following three (3) courses and distances: [1] North 47 degrees 52 minutes 08 seconds East, 69.00 feet to a point; [2] North 03 degrees 42 minutes 58 seconds East, 118.87 feet to a point; and [3] North 80 degrees 19 minutes 49 seconds East, 116.50 feet to a point at lands now or formerly of John Fisher, et ux; thence along said Fishers' lands and lands now or formerly of Fay Heller and lands now or formerly of Jason S. Diehl, et ux, and lands now or formerly of Douglas Royiston, et ux, South 09 degrees 40 minutes 11 seconds East, 312.22 feet to a point at Lot No. 85; thence along Lot No. 85, North 74 degrees 51 minutes 15 seconds West, 193.37 feet to a point on the right-of-way line of Bryan Court, the point and place of **BEGINNING**. **CONTAINING** 0.975 Acres.



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