

Tax Parcel No. 29-06-0021-226;
Tax Parcel No. 29-06-0021-226-U1A;
Tax Parcel No. 29-06-0021-226-U1B;
Tax Parcel No. 29-06-0021-226-U1C;
Tax Parcel No. 29-06-0021-226-U1D;
Tax Parcel No. 29-06-0021-226-U3A;
Tax Parcel No. 29-06-0021-226-U3B;
Tax Parcel No. 29-06-0021-226-U3C;
Tax Parcel No. 29-06-0021-226-U3D;
Tax Parcel No. 29-06-0021-226-U4A;
Tax Parcel No. 29-06-0021-226-U4B;

Tax Parcel No. 29-06-0021-226-U4C;
Tax Parcel No. 29-06-0021-226-U4D;
Tax Parcel No. 29-06-0021-226-U5A;
Tax Parcel No. 29-06-0021-226-U5B;
Tax Parcel No. 29-06-0021-226-U5C;
Tax Parcel No. 29-06-0021-226-U5D;
Tax Parcel No. 29-06-0021-226-U6A;
Tax Parcel No. 29-06-0021-226-U6B;
Tax Parcel No. 29-06-0021-226-U6C; and
Tax Parcel No. 29-06-0021-226-U6D

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DECLARATION

FOR

LEHMAN'S CROSSING II, A PLANNED COMMUNITY

THIS DECLARATION, made this 22nd day of April, 2013, by LEHMAN'S CROSSING, LLC, a Pennsylvania limited liability company, having its principal place of business at 1300 Market Street, Lemoyne, Pennsylvania, hereinafter called "Declarant," pursuant to the provisions of §5201 of the Pennsylvania Uniform Planned Community Act, 68 Pa.C.S.A. §5201.

WITNESSETH:

ARTICLE I

SUBMISSION AND DEFINED TERMS

Section 1.1 Declarant; Property; County; Name. Lehman's Crossing, LLC, a Pennsylvania limited liability company ("Declarant"), owner in fee simple of the real estate described in Exhibit A, attached hereto, located in North Middletown Township, Cumberland County, Pennsylvania, hereby submits said real estate, including all easements, rights and appurtenances thereto belonging and the improvements erected or to be erected thereof (collectively, the "Property") to the provisions of the Pennsylvania Uniform Planned Community Act, 68 Pa.C.S. §§5101 et seq., as amended ("Act"), and hereby creates with respect to the Property a flexible residential planned community to be known as "Lehman's Crossing II, 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, rights and licenses:

- (a) Subject to conditions set forth in the plan entitled "Preliminary / Final Subdivision Plan for Carl W. and Isabella G. Lehman" dated June 10, 2005, last revised January 21, 2006, recorded in the Office of the Recorder of Deeds of Cumberland County, Pennsylvania, in Plan Book 91, Page 141.
- (b) Subject to conditions set forth in the plan entitled "Final Land Development Plan for the Plan of Lehman's Crossing", dated November 10, 2005, last revised March 9, 2006, recorded in the Office of the Recorder of Deeds of Cumberland County, Pennsylvania, in Plan Book 92, Page 77.
- (c) Subject to conditions set forth in the plan entitled "Preliminary / Final Subdivision Plan for the Clubhouse at Lehman's Crossing" dated May 9, 2006, last revised July 28, 2006, recorded in the Office of the Recorder of Deeds of Cumberland County, Pennsylvania, in Plan Book 94, Page 24.

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See R/W attached

- (d) Subject to rights granted to Keystone Pipeline Company pursuant to Right-of-Way, dated May 10, 1935, recorded in the Office of the Recorder of Deeds of Cumberland County, Pennsylvania, in Miscellaneous Book 57, Page 24.

Section 1.3 Defined Terms.

Section 1.3.1 Capitalized Terms. Capitalized terms not otherwise defined herein or in the Declaration Plan have the meanings specified in the Act.

Section 1.3.2 Terms Defined in the Act. Terms defined in Section 5101 of the Act and used herein, Bylaws and Declaration Plan shall have the meanings as specified in Section 5103 of the Act or, if not defined in Section 5103, but are used in the Act, such terms shall be defined as used in the Act, unless otherwise defined herein.

Section 1.3.3 Definitions. The following terms are used or defined in general terms in the Act and shall have specific meaning herein as follows:

- (a) "Allocated Interest" means the Common Expense Liability and votes in the Association allocated to a Unit.
- (b) "Annual Assessment" means a Unit's individual share of the anticipated Common Expenses for each fiscal year as reflected in the budget adopted by the Executive Board for such year.
- (c) "Association" means the Unit Owners' association of the Community, which shall be a Pennsylvania non-profit corporation known as "Lehman's Crossing II Owners Association" and shall have all powers and duties designated by the Act.
- (d) "Building(s)" means any and all of the Building(s) now or hereafter constructed in the Community.
- (e) "Bylaws" means the document having that name and providing the governance of the Association, pursuant to Section 5306 of the Act, as such document may be amended from time to time.
- (f) "Common Elements" means Common Facilities, Controlled Facilities, or both.
- (g) "Common Expenses" means expenditures made or liabilities incurred by or on behalf of the Association, together with any allocations of reserves.
- (h) "Common Expense Liability" means the liability for Common Expenses allocated to each Unit, as described in this Declaration.
- (i) "Community" means the Planned Community described in Section 1.1 above, as same may be expanded or contracted in accordance with the Declaration and the Act.
- (j) "Community Documents" include the Declaration, Declaration Plan, Bylaws and Rules and Regulations, as may be amended from time to time.

- (k) "Convertible Real Estate" means portions of the Property described in Exhibit B within which additional Units and Limited Common Elements, or any combination thereof, may be created. "Convertible Real Estate" shall continue to be Convertible Real Estate as long as Declarant's right to create Units and Limited Common Facilities therein continues to exist, unless said real estate is withdrawn.
- (l) "Declarant" means the Declarant, described in Section 1.1 of this Declaration, and all successors to any Special Declarant Rights.
- (m) "Declaration" means this document, as may be amended from time to time.
- (n) "Declaration Plan" means the Declaration Plan attached hereto as Exhibit D and made part hereof, as amended from time to time.
- (o) "Development Period" means the period within which Declarant has the right to exercise Development Rights in the Community in accordance with the Declaration and the Act, subject to any extensions pursuant to the Permit Extension Act, as amended, if applicable.
- (p) "Eligible Insurer" means an insurer or guarantor of a first Security Interest in a Unit which has notified the Association in writing of its name and address and that it has insured or guaranteed a first Security Interest in a unit and the Unit Identifying Number and address of the Unit which is encumbered by the Security Interest that it has insured or guaranteed. Such notice shall be deemed to include a request that the Eligible Insurer be given the notices and other rights described in Article XIII.
- (q) "Eligible Mortgagee" means the holder of a first Security Interest in a Unit which has notified the Association, in writing, of its name and address, and that it holds a first Security Interest in a unit, and the Unit Identifying Number and address of the Unit on which it has a security interest. Such notice shall be deemed to include a request that the Eligible Mortgagee be given the notices and other rights described in Article XIII.
- (r) "Executive Board" means the Executive Board of the Association.
- (s) "Limited Common Elements" means those parts of the Property either described in the Act as being Limited Common Facilities or Limited Controlled Facilities.
- (t) "Limited Common Expenses" means expenses identified as such under Section 5314(a) of the Act and/or as described in the Community Documents.
- (u) "Limited Common Facilities" means those portions of the Common Facilities allocated pursuant to the Declaration or by Section 5202 of the Act for the exclusive use of one or more, but fewer than all, of the Units.
- (v) "Maintenance" means the maintenance, repair and replacement activities required to any facility located in the Community.

- (w) "Notice and Comment" means the right of a Unit Owner to receive notice of an action proposed to be taken by or on behalf of the Association, and the right to comment thereon. The procedures for Notice and Comment are set forth in Section 20.1 of this Declaration.
- (x) "Notice and Hearing" means the right of a Unit Owner to receive notice of an action proposed to be taken by the Association, and the right to be heard thereon. The procedures for Notice and Hearing are set forth in Section 20.2 of this Declaration.
- (y) "Party Wall" means a wall (to include, if applicable, a basement wall) located at the perimeter of a Unit, which is a common wall shared with an adjacent Unit.
- (z) "Percentage Interest" means the undivided ownership interest in the Common Elements appurtenant to each Unit as set forth in Exhibit C hereto and as calculated pursuant to the formula set forth in Section 2.1 herein.
- (aa) "Perimeter Wall" shall mean any wall (to include, if applicable, a basement wall) located at the perimeter of a Unit, which wall is adjacent to either the exterior of a Building or any Common Facility or Limited Common Facility.
- (bb) "Permit Extension Act" shall mean the Permit Extension Act (Act 46 of 2010), as amended, which provides for the extension of certain time periods pertaining to the Planned Community.
- (cc) "Person" means a natural person, corporation, partnership, association, trust or other entity or any combination thereof.
- (dd) "Property" means the Property described in Section 1.1 of this Declaration.
- (ee) "Purchaser" means any Person, other than Declarant, who by means of a voluntary transfer acquires a legal or equitable interest in a Unit other than a leasehold interest (including renewal options) of less than five (5) years or as security for an obligation.
- (ff) "Reserved Common Elements" means portions of the Common Elements, if any, designated in this Declaration or designated by the Executive Board as such from time to time.
- (gg) "Rules and Regulations" means such rules and regulations as are promulgated by the Executive Board from time to time, with respect to various details of the use of all or any portion of the Property, either supplementing or elaborating upon the provisions in the Declaration or the Bylaws.
- (hh) "Security Interest" means an interest in real property or personal property, created by contract or conveyance, which secures payment or performance of an obligation. The term includes a lien created by a mortgage, land sales contract, and any other consensual lien or title retention contract intended as security for an obligation.

- (ii) "Special Assessment" means a Unit's individual share of any assessment made by the Executive Board in addition to the Annual Assessment.
- (jj) "Special Declarant Rights" means rights reserved unto Declarant as defined in Section 14.2 of this Declaration and Section 5304 of the Act.
- (kk) "Unit" means a Unit as described in Section 2.4 of this Declaration and in the Declaration Plan, as amended from time to time; a Unit specifically includes the Unit Land and the Unit Building as described in Section 2.4 of this Declaration.
- (ll) "Unit Owner" means a Person who owns a Unit or a Person to whom ownership of a Unit has been conveyed. "Unit Owner" does not include any Person having an interest in the Unit solely as security for an obligation.
- (mm) "Withdrawable Real Estate" means the Real Estate described in Exhibit E attached hereto, so long as the Declarant's rights to withdraw such Real Estate from the Community continue to exist.

Section 1.4 Provisions of the Act. The provisions of the Act shall apply to and govern the operation and governance of the Community, except to the extent that contrary provisions, not prohibited by the Act, are contained in one or more of this Declaration, the Declaration Plan or the Bylaws.

ARTICLE II
ALLOCATED INTERESTS, VOTES AND
COMMON EXPENSE LIABILITIES;
UNIT IDENTIFICATION AND BOUNDARIES

Section 2.1 Allocated Interest. Attached as Exhibit C is a schedule of the first twenty (20) Units created by Declarant in the Community. These first twenty (20) Units are contained within five (5) Buildings (Building 1 – Four [4] Units; Building 2 – Four [4] Units; Building 4 - Four [4] Units; Building 5 – Four [4] Units and Building 6 - Four [4] Units). Building 1, Building 2, Building 4, Building 5 and Building 6 are located upon 5.503 acres of the Property (as shown on the Declaration Plan), along the portion of Lehman Drive constructed as part of the improvements for these first twenty (20) Units. Exhibit C sets forth the Unit Identifying Number and the Allocated Interest appurtenant to each Unit, determined on the basis that all Units shall be assigned a factor of 1.0. A Unit's Allocated Interest shall be calculated by converting a fraction to a decimal, the numerator of which fraction is one (1) and the denominator of which fraction is the total number of Units then currently existing within the Community. As additional Units are created by Declarant, the Percentage Interest with respect to those Units shall be calculated on the same basis (notwithstanding that the area of the Units may be or will be different). Declarant reserves the right to modify the area of the Units to be constructed in the Community.

Section 2.2 Modification/Allocated Interest. As set forth above, Declarant intends (not obligated) to create additional Units within portions of the Property designated as Convertible Real Estate. The Allocated Interest shall automatically change upon the conversion of the Convertible Real Estate set forth in Article XIX, and the new Allocated Interest of each Unit existing after such conversion shall be determined in accordance with Section 2.1.

Section 2.3 Votes and Common Expense Liability. The Allocated Interest shall determine the number of votes in the Association and the share of Common Expense Liability appurtenant to each Unit. Each Unit has one (1) vote. The Unit's Allocated Interest shall always be appurtenant to the Unit, and any separate conveyance, encumbrance, judicial sale or other transfer of such Allocated Interest, whether voluntary or involuntary, shall be void unless the Unit to which the Allocated Interest is allocated is also transferred.

Section 2.4 Unit Boundaries. The boundaries of each Unit (which includes the Unit Land and the Unit Building) are situated as shown on the Declaration Plan, and as described in this Section 2.4.

2.4.1 Upper and Lower (Horizontal) Boundaries: There are no horizontal boundaries. By way of clarification and without limiting the breadth or generality of the foregoing, all structural and nonstructural portions of roofs and basement structures or substructures within the Unit boundaries described in this Section 2.4 are part of a Unit ("Unit Building").

2.4.2 Vertical Boundaries: The vertical boundaries of a Unit shall be the vertical planes of the Unit boundaries which enclose portions of the Unit Land, as set forth on the Declaration Plan, and the centerline of any Party Wall(s) and the Perimeter Walls which enclose the Building Unit, all extended to intersections with each other. Subject to Subsection 2.4.3 below, a Unit shall include Unit Land and all portions of the Building Unit construction within the Unit Title Lines shown on the Declaration Plan, including the following:

(a) All portions of the exterior finished surface of all Perimeter Walls containing a Unit Building, including all siding, brick, stucco, stone veneer (or other materials), all fascia, trim (including door and window trim and other decorative elements to the exterior surface of the Perimeter Walls), exterior doors, including windows, shutters, gutters and downspouts;

(b) All structural and non-structural portions of the roof of the Unit Building, including finished roof surface materials such as shingles, underlayment material such as felt paper, and sheathing materials such as plywood; and all balconies, patios, porches, decks, stoops, railing, and roofs covering any portion of the foregoing; and

(c) If applicable, all structural and non-structural portions of the basement of the Unit Building, including the concrete or masonry walls, concrete floor, radon suppression/mitigation system, if applicable, utility services lines, and the like.

2.4.3 Except as may be specifically set forth to the contrary in this Declaration or on the Declaration Plan, each Unit consists of the Unit Land and the Unit Building within the Unit boundaries except as follows: if any fixture or improvement (including by way of example and not of limitation, any plumbing, mechanical or utility lines, equipment or facilities) lies partially within and partially outside the designated boundaries of the Unit Building, any portion of the fixture or improvement serving only that Unit is a Limited Common Element allocated solely to that Unit, and any portion of the fixture or improvement serving more than one Unit or any portion of the Common Facilities is part of the Common Facilities or Controlled Facilities, as applicable. Any fixtures or

improvements serving a single Unit (but located outside the Unit boundaries), are Limited Common Facilities allocated exclusively to that Unit.

Section 2.5 Unit Identifying Number. The Unit Identifying Number shall consist of the Building number and a capital letter. By way of example, if the Unit is located in Building 5 and is the first Unit on the left side of Building 5, the Unit Identifying Number would be "Unit 5-A."

ARTICLE III

COMBINING AND SUBDIVIDING UNITS

Section 3.1 Subdividing Units. No Unit may be subdivided, except a Combined Unit as provided in Section 3.3 hereof.

Section 3.2 Combining Units. Upon compliance with the requirements of Section 5.1 hereof, two or more entire adjacent Units may be combined into a larger Unit with the necessity of obtaining any approval of the Association (pursuant to Section 5214(a) of the Act) except any approvals that may be required by the provisions of Section 5.1 hereof; provided that both of the Units being combined are under common ownership at the time of effecting such combination. Upon the completion of such combination, the Allocated Interest in the Common Elements appertaining to such combined Unit shall be the sum of the respective Allocated Interests in the Common Elements appertaining to each of the Units that have been combined. The Unit Identifying Number of the combined Unit shall consist of the Building number and the letter component of the Unit Identifying Number followed by a hyphen and the letter number of the other Unit, arranged in alphabetical order. By way of illustration, if Units having Identifying Numbers of "A" and "B" were to be combined, and said Units were located in Building 4, the Identifying Number of the combined Unit would be "4-A/B."

Section 3.3 Subdividing a Combined Unit. A Combined Unit may be subdivided into the original two Units previously combined without the necessity of obtaining any approval of the Association except for any approvals that may be required by the provisions of Section 5.1 hereof; provided that the Combined Unit is under single ownership until after the time of effecting such subdivision. Upon completion of such subdivision, the Allocated Interest in the Common Elements appertaining to such subdivided Units shall be the respective Allocated Interest in the Common Elements appertaining to each of the Units that have been subdivided. The Identifying Number of each subdivided Unit shall return to the Identifying Number assigned to it before the combination. Any Party Wall removed at the time the two Units were combined shall be reinstalled in the same location shown on the original Declaration Plan and shall be of the same character as the original Party Wall.

ARTICLE IV

LIMITED COMMON FACILITIES

Section 4.1 Description of Limited Common Elements. Those portions of the Limited Common Facilities serving only the Unit adjacent to such Limited Common Facilities, are Limited Common Facilities allocated only to the Unit or Units which they serve. Without limiting the generality of Section 1.3.3(r), the following portions of the Property are hereby designated as Limited Common Facilities:

- (a) The landscaped area between the service walk and Unit Building;
- (b) The lawn area (to include the concrete service walk and the landscape area adjacent to the front Perimeter Wall) extending from the front Perimeter Wall of the Unit Building to the curb, to include the driveway providing access to the attached garage;
- (c) Any space heating, water heating, fireplace appurtenances and air conditioning apparatus (including, by way of example, any air conditioner compressor) or other mechanical system, if any, located outside of the Unit Building and serving the Unit Building exclusively; and
- (d) Any other areas shown and identified as such on the Declaration Plan.

Section 4.2 Designation of Reserved Common Facilities. Reserved Common Facilities are those parts of the Common Facilities which Declarant or the Executive Board may designate from time to time for use by fewer than all of the Unit Owners.

Section 4.3 Privacy Fences. Declarant intends to construct to the rear of each Unit Building a privacy fence extending from the rear of each Party Wall. The privacy fence is part of the Unit.

ARTICLE V ADDITIONS, ALTERATIONS AND IMPROVEMENTS

Section 5.1 Additions, Alterations and Improvements by Unit Owners.

Section 5.1.1 A Unit Owner.

- (a) May make any improvements or alterations to the interior of his or her Unit Building that do not impair the structural integrity or mechanical systems or lessen the support of any portion of the Community.
- (b) May not change the appearance of the Common Elements or the exterior appearance of a Unit Building or any other portion of the Unit or the Community, without permission of the Executive Board.
- (c) After acquiring an abutting Unit, may remove or alter the intervening partition or create apertures therein, if those acts do not impair the structural integrity or mechanical systems or lessen the support of any portion of the Community (to include the abutting Unit). Removal of partitions or creation of apertures under this Section 5.1.1(c) is not an alteration of boundaries.
- (d) May not undertake the installation, reinstallation, removal, modification, reconstruction or repair of any Party Wall, any electrical, lighting, signal transmission and/or power circuit or system, or electric outlet box or terminal device included in such outlet box, or any item of heating or air conditioning equipment, or any ventilation or exhaust duct or related equipment, or any item of

any portion of the plumbing system, any of which in any way serves or could affect any other Unit Owner, until after application has been made to and written approval has been received from the Executive Board and any Unit Owner(s) affected by such installation, reinstallation, removal, reconstruction or repair. Such approval shall be granted only if the work performed shall be of similar or superior quality to that then prevailing in the Building and shall be performed by qualified personnel. The cost of such installation, reinstallation, removal, reconstruction or repair, whether undertaken by a Unit Owner or by the Association (under procedures to be established by the Executive Board) shall be borne by the Unit Owner of the Unit benefited thereby.

Section 5.1.2 A Unit Owner may submit a written request to the Executive Board for approval to do anything that he or she is forbidden to do under Subsection 5.1.1. The Executive Board shall answer any written request for such approval, after Notice and Hearing, within sixty (60) days after the request thereof. Failure to do so within such time shall not constitute a consent by the Executive Board to the proposed action. The Executive Board shall review requests in accordance with the provisions of the Community Documents.

Section 5.1.3 Any applications to any department or to any governmental authority for a permit to make any addition, alteration or improvement in or to any Unit shall be the responsibility of and executed by the Unit Owner. Such execution will not, under any circumstances, create any liability on the part of the Association or its members to any contractor, subcontractor or materialman on account of such addition, alteration or improvement or to any person having any claim for injury to person or damage to property arising therefrom.

Section 5.1.4 All additions, alterations and improvements to the Units and Common Elements shall not, except pursuant to approval by the Executive Board, cause any increase in the premium of any insurance policies carried by the Association or by the Owners of any Units other than those affected by such change.

Section 5.1.5 The provisions of this Section 5.1 shall not apply to the Declarant in the exercise of any Special Declarant Right.

Section 5.2 Additions, Alterations and Improvements by Executive Board. Subject to the limitations of Section 10.2 and Section 10.3 of this Declaration, the Executive Board may make any additions, alterations or improvements to the Common Elements which, in its judgment, it deems necessary.

Section 5.3 Patio or Deck. As set forth in Section 4.1(d), the roof (to include the structure) over a patio or deck constructed (and attached) to the rear Perimeter Wall of a Unit is part of the Unit. If Unit Owner or Owners desire to construct or cause to be constructed a roof (to include the structure) as an addition or alteration, then Unit Owner shall be authorized by the Executive Board to make such addition or alteration subject to the requirements of Section 5.1.

ARTICLE VI

COMMON FACILITIES

Section 6.1 Reservation. The Declarant hereby reserves the right to designate as a Common Facility any portion of the Community, or any improvement or facility, existing or

contemplated, other than a Unit owned by a Unit Owner other than Declarant, as described in this Declaration and the Declaration Plan, as they may be amended from time to time, without the consent of any Unit Owner or holder or insurer of any Security Interest in any Unit. By way of example and without limiting the generality of the foregoing, Declarant reserves the right to designate stormwater management facilities, Community signage and any other portions of the Common Elements not located within Unit title lines as Common Facilities, from time to time.

Section 6.2 Parking. Unit Owners shall park their vehicles in their garages or driveways. Areas designated as parking spaces along Lehman Drive (and, if applicable, Chatham Drive and Wyndham Drive) are available to all Unit Owners, visitors, guests and invitees on a first come-first served basis, subject to the rights of the Executive Board to promulgate Rules and Regulations regarding parking on the street or streets.

Section 6.3 Conveyance to the Association. Declarant shall own the Common Facility until such time as it has been conveyed to the Association in accordance with this Section 6.3. After completion of the Common Facility, Declarant shall convey fee simple title to this completed Common Facility by special warranty deed to the Association by not later than (a) the date of conveyance by the Declarant of the last Unit the Declarant reserves the right to include in the Community or (b) the seventh (7th) anniversary of the recording of this Declaration. Any uncompleted Common Facility conveyed to the Association shall be completed by Declarant before the expiration of the Development Period. Until such time as a Common Facility is conveyed, the Declarant shall be solely responsible for real estate taxes assessed against or allocable to the Common Facility and for all other expenses in connection therewith. The Association shall not be required to pay any consideration for any Common Facility. The obligation to convey a Common Facility to the Association shall be binding upon the Declarant and any successor in interest to Declarant in the Common Facility whether or not such successor succeeds to any Special Declarant Rights.

Section 6.4 Common Expense. Upon conveyance of a Common Facility to the Association, all costs and expenses associated with the operation, administration, maintenance, repair and replacement of the Common Facility shall become a Common Expense assessed against all Units in the Community in accordance with their Allocated Interests, and such Common Expense assessments shall be subject to the lien provisions set forth in Section 12.1.2 below.

ARTICLE VII

CONTROLLED FACILITIES

Section 7.1 Controlled Facilities. Controlled Facilities shall include all of the following areas, and the improvements and/or facilities located therein.

Section 7.1.1 Any portion of the Community designated as a Controlled Facility by or pursuant to the provisions of this Declaration or any amendment thereto, or as shown and identified as a Controlled Facility on the Declaration Plan or any amendment thereto, from time to time.

Section 7.1.2 Reasonable Rules and Regulations concerning the maintenance, improvement, repair, replacement, regulation, management, insurance and/or control of the Controlled Facilities may be promulgated from time to time by the Executive Board, subject to the right of the Association to Notice and Comment on such Rules and Regulations. Copies of the 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 amendment thereto.

ARTICLE VIII

MAINTENANCE, REPAIR AND REPLACEMENT RESPONSIBILITIES

Section 8.1 Maintenance Responsibilities. Notwithstanding the ownership of the various portions of the Common Facilities and the Units, the Units and Common Facilities shall be maintained and repaired by each Unit Owner and by the Association in accordance with the provisions of Section 5307 of the Act, except as expressly set forth to the contrary in the Declaration.

Section 8.2 Common Facilities. The Association shall maintain, repair and replace all Common Facilities.

Section 8.2.1 Failure to Maintain Common Elements. If Declarant or Association, as applicable, shall fail to maintain the Common Elements (to include the Common Facilities and Controlled Facilities), including, but not limited to, the existing or future private streets (Lehman Drive, Chatham Drive and Wyndham Drive), stormwater management facilities (including the stormwater detention basin or basins), curbs and sidewalks, as depicted on the Final Land Development Plan for the Plan of Lehman's Crossing, dated November 10, 2005, last revised March 9, 2006, recorded in the Office of the Recorder of Deeds of Cumberland County, Pennsylvania, in Plan Book 92, Page 77, North Middletown Township ("Township") may serve written notice on the Association or all Unit Owners, or both, setting forth the manner in which the Association has failed to maintain the Common Elements in a reasonable condition. The Township's notice shall include a demand that such deficiencies in maintenance be cured within thirty (30) days and shall state the date and place of a hearing thereon which shall be held within fourteen (14) calendar days of the notice. At such hearing, Township may modify the terms of the original notice as to the deficiencies and may give an extension of time during which the deficiencies shall be cured. If the deficiencies set forth in the original notice or the modification thereof shall not have been cured within said thirty (30) calendar day period, or extension thereof, Township, in order to preserve the taxable value of Units and to prevent the Common Elements from becoming a public nuisance, may enter upon the Common Elements and maintain the same for a period of one (1) year. Said entry and maintenance by Township shall not vest the public with any rights to use the Common Elements unless Association, with the approval of eighty (80%) percent of the Unit Owners, shall elect to offer all or a portion of the Common Elements to Township and Township shall elect to accept said offer of dedication. Prior to the expiration of the initial year, Township shall, upon its initiative, or upon request of Association, call a public hearing with notice to Association and all Unit Owners to be held by Township, at which hearing Association and Unit Owners shall show cause why such maintenance by Township, at the election of Township, shall not continue for an additional year. If Township shall determine that Association is ready and able to maintain the Common Elements in reasonable condition, Township shall cease the maintenance of the Common Elements at the end of the initial year. If Township shall determine that Association is not ready and able to maintain the Common Elements then Township may, at Township's discretion, continue the maintenance of the Common Elements during the next succeeding year and, subject to a similar hearing, a determination for each year thereafter. The decision of Township in each such case shall constitute a final administrative decision subject to judicial review.

Section 8.2.2 Cost of Maintenance/Township/Common Facilities/Controlled Facilities. If Township is required to maintain any Common Facilities or any Controlled Facilities, or both, then the cost of such maintenance by the Township shall be assessed ratably against each Unit and the Unit Owner or Owners of each Unit within the Community and any such assessment shall be a lien against each Unit. Said assessment shall be subordinate to the lien of any existing or future Permitted Mortgagee provided such subordination shall apply only to assessments that have become payable prior to the passing of title under a foreclosure by such Permitted Mortgagee and the transferee shall not be liable for payment of any assessment occurring prior to said foreclosure. Nothing herein contained shall affect the rights given to Association to enforce collection of assessment accruing prior to the sale under foreclosure by such Permitted Mortgagee; and, provided, that any such assessment accruing after the sale shall also be subordinate to the lien of any future Permitted Mortgagee which is placed on the Unit subject to such assessment, with the intent that no such assessment shall at any time be prior in lien to any Permitted Mortgagee on any Unit.

Section 8.2.3 Municipalities Planning Code. The rights of Township pursuant to this Section 8.2 are imposed consistent with the requirements of the Pennsylvania Municipalities Planning Code and shall be construed consistent with the rights of Association with respect to the imposition of assessments, creation of liens for assessments and collection of same as provided in the Act.

Section 8.3 Units and Limited Common Facilities. Each Unit Owner shall maintain, repair and replace, at his or her own expense, all portions of his or her Unit, and the Limited Common Facilities appurtenant thereto, except the portions thereof to be maintained, repaired or replaced by the Association. The Chart of Maintenance Responsibilities is attached as Exhibit G and made part hereof. As set forth in Section 4.1(b), the lawn area in front of a Unit extending to the curb, to include that portion of the driveway to provide access to the attached garage, is designated as a Limited Common Facility. The Association shall be responsible to maintain the lawn area, sidewalks and driveways as a Common Expense; but not the landscape areas between the lawn area and the front Perimeter Wall or the landscape area between the service walk and the Unit Building. In the event of an insured casualty loss, Association shall repair and/or replace the damaged portion of the Unit Building.

Notwithstanding the foregoing, the Unit Owner shall be responsible to maintain, repair and replace as needed (except in the case of an insured fire or other casualty) the following:

- (a) All mechanical systems - electrical system, plumbing system, heating, ventilating and air conditioning system and cable television;
- (b) Sanitary sewer service line extending from the Unit Building to the Unit side surface of the curb of the abutting private street;
- (c) The exterior portion of the water line extending from the Unit Building to the water meter; and
- (d) Air conditioning lines that go to compressors outside the Unit Building to include the compressor or other air conditioning/heating equipment.

Section 8.4 Chart of Maintenance Responsibilities. The respective responsibilities of the Association and the Unit Owners with respect to maintenance, repair and replacement are set

forth in the Chart of Maintenance Responsibilities attached hereto as Exhibit G and made part hereof, as amended from time to time.

Section 8.5 Repairs Resulting from Negligence. Each Unit Owner shall reimburse the Association, his or her Unit and any Unit Owners whose Units were damaged for any damages to the Common Facilities, Limited Common Facilities, his or her Unit or to any other Unit caused intentionally or negligently by the Unit Owner. The Association shall be responsible for damage to Units caused intentionally, negligently or by its failure to maintain, repair or make replacements to the Limited Common Facilities or damage caused by Association's contractor for lawn care and snow removal.

Section 8.6 Access. Any person authorized by the Executive Board shall have the right to access to all portions of the Property for the purpose of correcting any condition threatening a Unit or the Common Elements, and for the purpose of performing installations, alterations or repairs; for the purpose of reading, repairing, replacing utility meters and related pipes, valves, wires and equipment; and for the purpose of performing pest control inspections and treatment provided that all requests for entry are made in advance and that any such entry is at a time reasonably convenient to the affected Unit Owner. In case of an emergency, no such request or notice is required and such right of entry shall be immediate, whether or not the Unit Owners is present at the time.

Section 8.7 Watering of Shrubs and Lawns. Unit Owners shall routinely water all shrubbery and plantings within the Limited Common Facilities appurtenant to their Unit, as necessary to maintain such shrubbery and plantings in a healthy and vibrant condition. Unit Owners shall also routinely water all Common Element lawn areas adjacent to their Unit, during such time periods as shall be directed by the Executive Board, from time to time. Unit Owners shall utilize their own individual exterior water spigots for such watering. Specific procedures with respect to watering of lawns and shrubs shall be promulgated as necessary, by the Executive Board.

ARTICLE IX

EASEMENTS

Section 9.1 Additional Easements. Each Unit Owner shall have an unrestricted right of ingress and egress to and from his or her Unit over, upon and through the Common Elements (which easement shall be perpetual) and upon Lehman Drive, Chatham Drive and Wyndham Drive (which are private streets and shall remain private streets and shall not be offered for dedication to North Middleton Township as public streets). In addition to such and in supplementation of the easements provided for by Section 5216, Section 5217, Section 5218 and Section 5302(a)(9) of the Act, the following additional easements are hereby created:

Section 9.1.1 Declarant's Use for Sales Purposes. Declarant shall have the right to maintain one or more sales offices, management offices and models throughout the Property and to maintain one or more directional, promotional and advertising signs on the Common Elements and on Units owned by Declarant pursuant to Section 5217 of the Act. Declarant reserves the right to place models, management offices and sales offices on any portion of the Common Elements or in a Unit in such a manner, or such size and number 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 Property notwithstanding that the Community Documents may otherwise preclude such use in those locations. Upon the

relocation of a model, management office or sales 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 real or personal property not so removed shall be deemed the property of the Association.

Section 9.1.2 Utility Easements. The Units and Common Elements shall be, and are hereby, made subject to easements in favor of the Declarant, appropriate utility and service companies and governmental agencies and authorities (including North Middleton Township and North Middleton Authority) for such utility and service lines, ducts and equipment as may be necessary or desirable to serve any portion of the Property. The easements created in this Section 9.1.2 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, telephone 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. Notwithstanding the foregoing provisions of this Section 9.1.2, unless approved in writing by the Unit Owner or Unit Owners affected thereby, any such easement through a Unit shall be located either in substantially the same location as such facilities or similar facilities existed at the time of first conveyance of the Unit by the Declarant, or so as not to materially interfere with the use or occupancy of the Unit by its occupants.

Section 9.1.3 Declarant's Easement to Correct Drainage. Declarant reserves an easement on, over and under those portions of the Common Elements not located within a Building for the purpose of maintaining and correcting drainage of surface water in order to maintain reasonable standards of health, safety and appearance. The easement created by this Section 9.1.3 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 the Declarant shall restore the affected property as closely to its original condition as practicable.

Section 9.1.4 Association's Easement to Inspect and Maintain Units and Limited Common Facilities. The Units and the Limited Common Facilities are hereby made subject to an easement in favor of the Association and its agents, employees and independent contractors, (i) for inspection of the Units and Limited Common Facilities in order to perform maintenance and repair on behalf of a nonperforming Unit Owner as the Association shall elect to perform in its discretion; (ii) for inspection, maintenance, repair, and replacement of the Common Facilities or the Limited Common Facilities situated in or accessible from such Units or Limited Common Elements, or both; and (iii) for correction of emergency conditions in one or more units or Limited Common Facilities, or both, or casualties to the Common Elements, the Limited Common Facilities and/or the Units, it being understood and agreed that the Association and its agents, employees and independent contractors shall take reasonable steps to minimize any interference with a Unit Owner's use of his or her Unit resulting from the Association's exercise of any rights it may have pursuant to this Article.

Section 9.1.5 Easements in Favor of Units Benefited. The Common Elements (including, but not limited to, the Limited Common Facilities) shall be and are hereby made subject to the following easements in favor of the Units benefited:

- (a) For the installation, repair, maintenance, use, removal and/or replacement of ducts, pipes, heating and air conditioning systems, electrical, telephone and other communication wiring and cables and all other utility lines and conduits which are a part of or exclusively serve a single Unit and which pass across or

through a portion of the Common Facilities; provided that such installation, repair, maintenance, use, removal and/or replacement does not unreasonably interfere with the common use of any part of the Common Facilities or impair or structurally weaken the Building or adversely affect the use of any Unit by its Owner.

- (b) For the maintenance of the encroachment of any lighting devices, outlets, cabinets, exhaust fans, ventilation ducts, registers, grilles and similar fixtures which serve only one Unit but which encroach into any part of any Common Element or Limited Common Element on the date this Declaration is recorded.

Section 9.1.6 Easement for Structural Support. To the extent necessary, each Unit shall have an easement for structural support over every other Unit in the Building, the Common Elements and the Limited Common Elements, and each Unit and the Common Elements shall be subject to an easement for structural support in favor of every other Unit in the Building, the Common Elements and the Limited Common Elements.

Section 9.1.7 Declarant's Easement for Development of Convertible/Withdrawable Real Estate. Declarant reserves an easement on, over and under those portions of the Common Elements not located in a Building which contains Units, for all purposes relating to the construction, development, leasing, and sale of improvements on the Convertible/Withdrawable Real Estate. This easement shall include, without limitation, the right of vehicular and pedestrian ingress and egress, the right to park motor vehicles and to engage in construction and marketing activities of any nature whatsoever, including the movement and storage of building materials and equipment, the conduct of sales, leasing and management activities, the maintenance of models and offices and the erection and maintenance of directional and promotional signs. Declarant's easement hereunder shall remain in full force and effect on, over and under any portions of the Withdrawable Real Estate, even after said portion(s) have been withdrawn from the Community.

Section 9.1.8 Declarant's Reservation of Right to Grant Easements. Declarant reserves the right to grant, sell and convey easements for the purpose of benefiting any tract of land adjacent to the Property. Without limiting the generality of the preceding sentence, the Declarant may subject the Property to storm water and detention pond easements to be used jointly with adjoining property owners, including Declarant in connection with the future development of Withdrawable Real Estate, if applicable.

Section 9.1.9 Easement for Encroachments. To the extent that any Unit or portion of the Common Elements encroaches upon any other Unit or portion of the Common Elements because of the construction, reconstruction, repair, shifting, settlement or other movement of any portion of the improvements, a valid easement for the encroachment and its maintenance shall exist, provided that the physical boundaries of the Units after construction, reconstruction or repair will be in substantial accord to the descriptions thereof set forth in the Declaration. The easement shall extend for whatever period of time the time the encroachment continues to exist. This easement does not relieve a Unit Owner of liability in the case of willful misconduct nor the Declarant or its agents of liability for failure to comply with the Declaration Plan.

ARTICLE X
USE RESTRICTIONS: WETLANDS

Section 10.1 Use and Occupancy of Units, Limited Common Facilities and Common Elements. All Unit Owners, including Declarant, shall have the same rights and duties which are appurtenant to each Unit. The occupancy and use of the Units and Common Elements shall be subject to the following:

- (a) No Unit shall be used for any purpose other than a private dwelling for the Unit Owner or Owners and his, her or their immediate family or by a Person or Person's immediate family to whom the Unit Owner has leased the Unit, subject to the provisions of this Declaration and Bylaws.
- (b) No professional business or home occupation of any nature shall be permitted even if accessory to main residential use of the Unit Building.
- (c) No Unit Owner or any occupant of any Unit Building shall permit or suffer anything to be done or kept upon the Property which will increase the rate of insurance on the Property or the contents thereof, or which will interfere with the rights of the other Unit Owners, annoy them with unreasonable noises or otherwise. No Unit Owner or occupant of any Unit commit or permit any nuisance or commit or suffer any immoral or illegal act to be committed in or on the Property.
- (d) Each Unit Owner shall maintain his, her or their Unit, including the attached garage (part of Unit), in good condition, order and repair at the Unit Owner's expense.
- (e) No Unit Owner or any occupant of any Unit shall display, hang, store or use any sign, flag or articles whatsoever outside the Unit Building, except national or state flags may be displayed on national holidays.
- (f) Drapes, curtains or shades will be permitted in accordance with the Rules and Regulations established by the Executive Board.
- (g) Except as otherwise provided in this Declaration, Unit Owners may not paint, decorate or otherwise alter or modify in any way the exterior of the Building, including, without limitation, the front door of the Unit Building and the garage door of the attached garage (garage is part of Unit); or install outside of the Unit Building any canopy, awning, covering, shutter, radio or television antenna, or other structure or addition of any kind whatsoever without the prior written consent of the Executive Board.
- (h) Trash, garage and other waste shall be maintained in receptacles located in the attached garage. No article of personal property belonging to any Unit Owner or otherwise shall be stored in the Common Elements or Limited Common Facilities. Grills, patio furniture and the like may be stored upon the deck or patio.

- (i) The Common Elements shall be used only for the furnishing of services and facilities for which they are reasonably suited and which are incident to the use and occupancy of the Units. Unit Owners or occupants of Units shall not place or cause to be placed in or upon the sidewalks, parking areas or other Common Facilities, any furniture, packages or objects of any kind.
- (j) Unit Owners or occupants of Units shall park their vehicles in the attached garage or driveway.
- (k) Storage (to include, but not limited to, temporary parking) of non-operational vehicles, boats, recreational vehicles, trailers and the like within the Common Facilities is prohibited.
- (l) Visitors, guests and invitees may park upon private streets (Common Facilities) provided that parking shall not exceed ten (10) consecutive hours in duration.
- (m) No animals or poultry of any kind other than domestic household pets shall be kept and maintained on any part of the Property or in any Unit. Dogs and cats may not be kept, bred or maintained for any commercial use or purpose. Permitted domestic household pets must be controlled so that they do not disturb other occupants of the Building or Property. Permitted household pets may not be outside Units except when the pets are on a leash and accompanied by a Person. Domestic household pets (specifically including dogs) shall not exceed 125 pounds.
- (n) No signs, other than "For Sale" or "For Lease" signs having an area of less than three (3) square feet, shall be erected on the Property, except for the Declarant's rights to maintain directional and promotional signs set forth in Section 9.1.1.
- (o) All exterior planting (including flowers) and landscaping is permissible within the designated Limited Common Facilities for each Unit subject to Rules and Regulations promulgated by the Executive Board.
- (p) Unit Owners may install storm doors on the exterior doors of their Unit. Any such installations (or replacements of previously installed storm doors) shall be subject to the storm door requirements set forth in the Rules and Regulations.
- (q) Unit Owners may install an awning system over the patio or deck of a Unit. Any such installations (or replacements of previously installed awnings) shall be subject to the awning requirements set forth in the Rules and Regulations.

Section 10.1.1 No Unit Owner may permit his Unit to be used or occupied for any prohibited or unlawful purpose.

Section 10.1.2 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 10.2 Wetland Restrictions. There are areas designated as "wetlands" depicted on the Declaration Plan. The areas depicted as wetlands shall be left undisturbed and free of encroachment. Any activities or improvements which would entail any construction, disturbance, encroachment, regrading, replacement of soil, flooding, removal of adjacent vegetation, dredging or excavation of associated loam, peat, gravel, soil or rock so as to impact hydrology shall require the issuance of appropriate permits from state or federal agencies (which may include but not be limited to the Pennsylvania Department of Environmental Protection and the U.S. Army Corps of Engineers). The following activities with respect to wetlands by any Unit Owner or occupant are prohibited:

- (a) Clearing, cutting, burning or mowing existing vegetation within or immediately adjacent to a wetland;
- (b) Building, construction, erection or placement of any permanent or temporary building or structure within or immediately adjacent to a wetland;
- (c) Earth moving, re-grading, removal of top soil, cultivation or planting of non-native vegetation within or immediately adjacent to a wetland;
- (d) Dumping or placement of refuse, domestic waste, yard waste, grass clippings or leaves within or immediately adjacent to a wetland;
- (e) Draining, ditching, diking, dredging, channelizing, pumping, impounding, excavating or other changes that will alter the existing natural hydrology or water flow of the wetland; and
- (f) Spraying with biocides, insecticides, herbicides or other pesticides within or immediately adjacent to a wetland.

Section 10.2.1 It is possible, in connection with the development of the Property, that the wetlands, as depicted on the Declaration Plan, may be changed or modified as a result of the stormwater management facilities and other hydrologic changes. It may, in the future, be necessary to again delineate the location of the wetlands and to modify the Declaration Plan to depict any change with respect to the wetlands.

Section 10.3 Prickly Pear Cactus. As shown on the Declaration Plan, there is an area designated which contains Prickly Pear Cactus. Declarant has been advised by an appropriate governmental agency that the Prickly Pear Cactus may be protected. Accordingly, the Prickly Pear Cactus may not be relocated and must remain in their current location and in their natural state.

ARTICLE XI

LEASING

Section 11.1 Leases. A Unit Owner may lease his or her Unit Building (but not less than the entire Unit Building) at any time and from time to time provided that:

Section 11.1.1 Each lease shall be in writing, shall be for a term of not less than one (1) year and shall be subject to all terms and conditions of the Declaration and Bylaws;

Section 11.1.2 A proposed lease shall be delivered to the Declarant or Executive Board prior to execution and shall be subject to approval of Declarant or Executive Board.

Section 11.1.3 A Unit Owner shall deliver a copy of the Declaration, the Bylaws and Rules and Regulations to the Unit Owner's tenant at the time any lease or rental agreement is executed, and the tenant shall sign a receipt therefor. Copies of any amendments to the Declaration, the Bylaws and Rules and Regulations received by the Unit Owner during the term of the lease shall be forwarded to the tenant upon receipt if the said amendment(s) affect the tenant's occupancy of the Unit.

Section 11.1.4. The rights of any tenant of a Unit shall be subject to, and each tenant shall be bound by the Community Documents and a default thereunder shall constitute a default under the lease.

Section 11.1.5 Notwithstanding that a lease may require the tenant to be responsible for the payment of the Common Expense assessments during the term of the lease, any such provision shall not relieve the Unit Owner of his or her obligation for payment of same in the event that tenant fails to do so.

Section 11.1.6 A copy of such lease or rental agreement and a copy of the receipt referred to in Section 11.1.3 shall be furnished to the Executive Board within ten (10) days after execution of the lease.

Section 11.1.7 A Unit Owner leasing his or her Unit shall provide his or her then current mailing address to the Executive Board, if at a location other than his Unit.

Section 11.1.8 In the event that a tenant or occupant of a Unit Building fails to comply with the provisions of this Declaration, Bylaws or Rules and Regulations then, in addition to all other remedies which the Unit Owner may have, the Association shall notify the Unit Owner of such violation and demand that the same be remedied through the Unit Owner's efforts within thirty (30) calendar days after such notice. If such violation is not remedied within the thirty (30) calendar period, the Unit Owner shall immediately thereafter, at the Unit Owner's own cost and expense, institute and diligently prosecute an eviction action against the Unit Owner's tenant or occupant on account of such violation. Such action shall not be compromised or settled without the prior consent of Declarant or Executive Board. In the event a Unit Owner fails to fulfill the foregoing obligation the Executive Board or Declarant shall have the right, but not the duty or obligation, to institute and prosecute such action as attorney-in-fact for the Unit Owner and at the Unit Owner's sole cost and expense, including all legal fees incurred. Those costs and expenses constitute a lien on the particular Unit involved and collection thereof may be enforced by the Executive Board or Declarant in the same manner as the Executive Board enforces collection of Common Expenses. By acceptance of a Deed to any Unit, each Unit Owner does hereby automatically and irrevocably name, constitute, appoint and confirm the Executive Board as the Unit Owner's attorney-in-fact for purposes of this Section 11.1.8.

Section 11.2 Exceptions. Notwithstanding the foregoing, the provisions of this Article XI shall not apply to Units leased or subleased by the Declarant, or by an Eligible Mortgagee which is either in possession or is a purchaser at judicial sale.

ARTICLE XII
ASSESSMENT AND COLLECTION OF COMMON EXPENSES,
INCLUDING LIMITED COMMON EXPENSES

Section 12.1 Definition of Common Expenses. Common Expenses shall include:

Section 12.1.1 Expenses of administration, maintenance and repair or replacement of the Common Facilities and Controlled Facilities; and

Section 12.1.2 Expenses declared to be Common Expenses by the Community Documents or the Act; and

Section 12.1.3 Expenses agreed upon as Common Expenses by the Association; and

Section 12.1.4 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 or any other real or personal property acquired or held by the Association.

Section 12.2 Apportionment of Common Expenses. Except as provided in Section 12.3, all Common Expenses shall be assessed against all Units in accordance with their Allocated Interest as shown on Exhibit C of this Declaration.

Section 12.3 Special Allocations of Expenses as Limited Common Expenses.

Section 12.3.1 Any Common Expense associated with the maintenance, repair or replacement of Limited Common Facilities shall be assessed in equal shares against the Units to which the Limited Common Facilities were assigned at the time the expenses were incurred.

Section 12.3.2 Any Common Expense benefiting fewer than all of the Units shall be assessed exclusively against the Units benefited.

Section 12.3.3 Any Common Expense for services provided by the Association to an individual Unit at the request of the Unit Owner shall be assessed against the Unit which benefits from such service.

Section 12.3.4 Any increase in insurance premium attributable to a particular Unit by virtue of activities in or construction to the Unit shall be assessed against that Unit.

Section 12.3.5 Assessments to pay a judgment against the Association may be made only against the Units in the Planned Community at the time the judgment was rendered, in proportion to their Common Expense Liability, except as provided in Section 5319(c) of the Act.

Section 12.3.6 If any Common Expense is caused by the negligence or misconduct of a Unit Owner, the Association may, after Notice and Hearing, assess that expense exclusively against his or her Unit.

Section 12.4 Liens.

Section 12.4.1 The Association has a statutory lien on a Unit for any assessment levied against that Unit and for late fees or fines imposed against its Unit Owner from the time the assessment, late charge or fine becomes delinquent. Fees, including attorneys' fees, late charges, fines and interest charged pursuant to the Act and the 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.

Section 12.4.2 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.

Section 12.4.3 A lien for unpaid assessments is extinguished unless proceedings to enforce the lien are instituted within three (3) years after the assessments becomes 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 Association's lien shall be tolled until thirty (30) calendar days after the automatic stay of proceedings under Section 362 of the Bankruptcy Code is lifted.

Section 12.4.5 This Section does not prohibit actions to recover sums for which Section 12.4.1 creates a lien or prohibit the Association from taking a deed in lieu of foreclosure.

Section 12.4.6 A judgment or decree in any action brought under this Article shall include costs and reasonable attorney's fees for the prevailing party.

Section 12.4.7 The Association's lien may be foreclosed in like manner as a mortgage on real property.

Section 12.4.8 If a holder of a first or second Security Interest in a Unit forecloses that Security Interest, 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 Security Interest 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.

Section 12.4.9 Any payments received by the Association in the discharge of a Unit Owner's obligation may, at the Association's discretion, be applied to the oldest balance due.

Section 12.4.10 Any fees, including attorneys' fees, late charges, fines and interest which may be levied by the Executive Board pursuant to Sections 5302(a)(10), (11) and (12) of the Act, shall be subordinate to the lien of a Security Interest on a Unit.

Section 12.5 Budget Adoption. Immediately after adoption of any proposed budget or approval of any capital expenditure for the Planned Community, the Executive Board shall provide a copy or summary of the budget and notice of any capital expenditure approved by the Executive Board to all the Unit Owners. Unless a majority of all Unit Owners vote to reject the budget or any capital expenditure approved by the Executive Board, within thirty (30) calendar days after the approval, the budget or capital expenditure is ratified. In the event the proposed budget is

rejected, the periodic budget last ratified by the Unit Owners shall be continued until such time as a subsequent budget is adopted by the Executive Board, and such subsequent budget is not rejected in accordance with this Section and Section 5303(b) of the Act.

Section 12.6 Adoption of Non-Budgeted Common Expense Assessments. If the Executive Board votes to levy a Common Expense assessment not included in the current budget, other than one enumerated in Section 12.3 of this Declaration, the Executive Board shall immediately submit a copy or summary of such Common Expenses to the Unit Owners and such Common Expenses shall be subject to rejection in the same manner as a budget under Section 12.5. Notwithstanding the foregoing, the Unit Owners shall not have the power to reject the imposition of Common Expense assessments due to the actual cost of a budgeted item being in excess of the amount originally budgeted.

Section 12.7 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 as required by Section 5315(g) of the Act and any credits of surplus in favor of his or her Unit pursuant to Section 5313 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.

Section 12.8 Monthly Payment of Common Expenses. All Common Expenses assessed under Section 12.2 and Section 12.3 shall be due and payable in monthly installments in advance on the first day of each month, unless the Executive Board provides otherwise in the case of assessments under Section 12.3. Special Assessments shall be due and payable in one or more monthly installments in advance on the first day of the month, as determined by the Executive Board.

Section 12.9 Acceleration of Common Expense Assessments. In the event of default for a period of ten (10) calendar days by any Unit Owner in the payment of any Common Expense assessment levied against his or her Unit, the Executive Board shall have the right, after Notice and Hearing, to declare all unpaid assessments for the pertinent fiscal year to be immediately due and payable.

Section 12.10 Commencement of Common Expense Assessments. In general, Common Expense assessments for a Unit Owner shall begin as of the date of the conveyance by Declarant of the Unit to a Unit Owner (the "First Settlement"). Declarant shall be permitted to pay a reduced Common Expense assessment on Declarant's unsold, unoccupied Units from the date of the First Settlement until the date of occupancy or the date of sale and settlement of each Unit, whichever ever first occurs. In addition, with respect to any Common Expenses paid by Declarant (e.g. insurance premiums, snow removal, lawn care, landscaping maintenance and other Common Expenses), Declarant shall be entitled, on a pro-rata basis based on the number of Units declared to offset Common Expense assessments for the Units owned by Declarant. The full Common Expense assessment for each Unit owned by Declarant, subject to the credit, if any, for prepaid Common Expenses, shall commence sixty (60) calendar days after issuance of an Occupancy Permit for the subject Unit. The Common Expense assessment for an individual Unit shall commence as of the First Settlement of the Unit or beginning the first full calendar month thereafter, at Declarant's discretion.

Section 12.11 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 he or she agrees, in writing, to assume the obligation.

Section 12.12 No Waiver of Liability for Common Expenses. No Unit Owner may exempt himself or herself 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 12.13 Initial Fee / Working Capital Fund. Upon the initial transfer of title from the Declarant to the Purchaser of each Unit, and upon each subsequent transfer of each Unit thereafter, the Association shall collect from such Purchasers of such Units an "Initial Fee" in the amount of One Hundred (\$100.00) Dollars, or such amount as shall be set by the Executive Board from time to time, which monies shall be deposited and held in a separate account and shall be used by the Association to meet unforeseen expenses or to purchase additional equipment or services. Declarant shall not use the working capital fund to defray any of Declarant's expenses, reserve contributions or construction costs or to make up any budget deficits while Declarant is in control of the Association. Any amount paid hereunder shall not be considered as advance payments of regular assessments. No Unit Owner is entitled to a refund of these monies by the Association upon the subsequent conveyance of his or her Unit or otherwise.

Section 12.14 Surplus Funds. Any excess amounts accumulated from Assessments for Common Expenses, assessments for Limited Common Expenses from reserves, together with and any income related thereto, which exceed the amounts required for each, shall be credited to each Unit in accordance with Section 5313 of the Act and shall be applied to subsequent monthly assessments against that Unit until exhausted.

Section 12.15 Association Records. During the period of Declarant control, the Association shall keep detailed financial records, including, without limitation, a record of expenses paid by the Declarant until the commencement of Common Expense assessments by the Association under Section 5314(a) of the Act, the commencement date of Common Expense assessments by the Association and, for the period commencing on such date, a record for each Unit in the Community (including those owned by Declarant of its Common Expense assessments and the payments thereof). The Association shall keep financial records sufficiently detailed to enable the Association to comply with Section 12.7 of the Declaration and Section 5407 of the Act. All financial and other records shall be made reasonably available for examination by any Unit Owner and his or her authorized agents.

ARTICLE XIII

MORTGAGEE PROTECTIONS

Section 13.1 Introduction. This Article establishes certain standards and covenants which are for the benefit of the holders, insurers and guarantors of certain Security Interests. This Article is supplemental to, and not in substitution for, any other provisions of the Community Documents, but in the case of conflict, this Article shall control.

Section 13.2 Percentage of Eligible Mortgagees. Wherever in this Declaration the approval or consent of a specified percentage of Eligible Mortgagees is required, it shall mean the approval or consent of Eligible Mortgagees holding Security Interests in Units which in the aggregate

have allocated to them such specified percentage of votes in the Association as compared to the total allocated to all Units then subject to Security Interests held by Eligible Mortgagees.

Section 13.3 Notice of Actions. The Association shall give prompt written notice to each Eligible Mortgagee and Eligible Insurer of:

Section 13.3.1 Any condemnation loss or any casualty loss which affects a material portion of the Community or any Unit in which there is a first Security Interest held, insured, or guaranteed by such Eligible Mortgagee or Eligible Insurer, as applicable;

Section 13.3.2 Any delinquency in the payment of Common Expense assessments owed by a Unit Owner whose Unit is subject to a first Security Interest held, insured, or guaranteed, by such Eligible Mortgagee or Eligible Insurer, as applicable, which remains uncured for a period of sixty (60) calendar days;

Section 13.3.3 Any lapse, cancellation, or material modification of any insurance policy or fidelity bond required by the provisions of the Community Documents to be maintained by the Association;

Section 13.3.4 Any proposed action which would require the consent of a specified percentage of Eligible Mortgagees as specified in Section 13.4 of this Declaration; and

Section 13.3.5 Any judgment rendered against the Association.

Section 13.4 Consent and Notice Required.

Section 13.4.1 Document Changes. Notwithstanding any lower requirement permitted by this Declaration or Act, no amendment of any material provision of the Community Documents by the Association or Unit Owners described in this Subsection 13.4.1 may be effective without notice to all Eligible Mortgagees and Eligible Insurers, and as required by Section 13.3 above, and the vote of at least sixty-seven (67%) percent of the Unit Owners (or any greater Unit Owner vote required in this Declaration or the Act) and until approved by at least fifty-one (51%) percent of the Eligible Mortgagees (or any greater Eligible Mortgagee approval required by this Declaration). The foregoing approval requirements do not apply to amendments effected pursuant to Articles XXI or XXII or Section 18.8 of this Declaration. A change to any of the following would be considered material:

- (a) Voting rights;
- (b) Increase in assessments that raise the previously assessed amount more than twenty-five (25%) percent; assessment liens or priority of assessment liens;
- (c) Reduction in reserves for maintenance, repair and replacement of Common Facilities;
- (d) Responsibility for maintenance and repairs;
- (e) Reallocation of interests in the Common Elements or Limited Common Elements except that when Limited Common Elements are reallocated by agreement between Unit Owners, only those Unit Owners and only the Eligible Mortgagees holding Security Interests in such Units need approve such action;

- (f) Redefinitions of boundaries of Units, except that when boundaries of only adjoining Units are involved, or a Unit is being subdivided, then only those Unit Owners and the Eligible Mortgagees holding Security Interests in such Unit or Units need approve such action;
- (g) Convertibility of Units into Common Facilities or Common Facilities into Units;
- (h) Expansion or contraction of the Planned Community, or addition, annexation or withdrawal of property to or from the Planned Community (specifically excluding the rights of Declarant pursuant to Articles XXI and Article XXII of this Declaration);
- (i) Insurance or fidelity bond requirements;
- (j) Imposition of additional restrictions on the leasing of Units;
- (k) Imposition of any restrictions on a Unit Owner's right to sell or transfer his Unit;
- (l) A decision by the Association (if the Planned Community consists of fifty [50] or more Units) to establish self-management when professional management had been required previously by the Community Documents or any Eligible Mortgagee;
- (m) Restoration or repair of the Planned Community after damage or partial condemnation in a manner other than that specified in the Community Documents;
- (n) Termination of the legal status of the Planned Community after occurrence of substantial destruction or condemnation or for other reasons; and
- (o) Any provision that expressly benefits Eligible Mortgagee or Eligible Insurers.

Section 13.4.2 Actions. Notwithstanding any lower requirement permitted by this Declaration or the Act, the Association may not take any of the following actions other than rights reserved to the Declarant pursuant to Articles XXI or Article XXII and as set forth in Section 13.8 of this Declaration, without notice to all Eligible Mortgagees and Eligible Insurers, as required by Section 13.3 above, and approval of at least fifty-one (51%) percent (or the indicated percentage, if higher) of the Eligible Mortgagees:

- (a) The conveyance or encumbrance of the Common Elements or any portion thereof, as to which an eighty (80%) percent Eligible Mortgagee approval is required. The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements for the benefit of the Community will not be deemed a transfer within the meaning of this clause;
- (b) The termination of the Community for reasons other than substantial destruction or condemnation, in which case, sixty-seven (67%) percent of the votes of Eligible Mortgagees is required;

- (c) The alteration of any partition or creation of any aperture between adjoining Units (when Unit boundaries are not otherwise being affected), in which case only the owners of Units affected and Eligible Mortgagees of those Units need approve the action;
- (d) The establishment of self-management when professional management had been required previously by an Eligible Mortgagee;
- (e) The restoration or repair of the Property after hazard damage or a partial condemnation in a manner other than that specified in the Community Documents;
- (f) The merger of this Community with any other planned community;
- (g) The granting of any easements, leases, licenses and concessions through or over the Common Elements excluding, however, any utility easements serving or to serve the Community and excluding any leases, licenses or concessions for no more than one year;
- (h) The assignment of the future income of the Association, including its right to receive Common Expense assessments; and
- (i) Any action taken not to repair or replace the Property.

Section 13.4.3 Monthly Payment of Common Expenses. The Association may not change the period for collection of regularly budgeted Common Expense assessments to other than monthly without the consent of all Eligible Mortgagees.

Section 13.4.4 Implied Approval. The failure of an Eligible Mortgagee or Insurer to respond within thirty (30) calendar days to any written request of the Association delivered by certified or registered mail, return receipt requested, for approval of an addition or amendment to the Community Documents wherever Eligible Mortgagee or Insurer approval is required, shall constitute an implied approval of the addition or amendment.

Section 13.5 Special Declarant Rights. No Special Declarant Rights may be exercised or voluntarily abandoned or terminated by the Declarant unless all persons holding Security Interests in the Special Declarant Rights consent to the exercise, abandonment or termination.

Section 13.6 Inspection of Books. The Association must maintain current copies of the Declaration (and amendments thereto), Articles of Incorporation, Bylaws, Rules and Regulations, books and records and financial statements. The Association shall permit any Unit Owner, Eligible Mortgagee or Eligible Insurer or other first mortgagee of Units to inspect the books and records of the Association during normal business hours.

Section 13.7 Financial Statements. The Association shall provide any Eligible Mortgagee or Eligible Insurer who submits a written request, with a copy of an annual financial statement within ninety (90) calendar days following the end of each fiscal year of the Association. Such financial statement shall be audited by an independent certified public accountant if:

Section 13.7.1 The Community contains fifty (50) or more Units, in which case the cost of the audit shall be a Common Expense; or

Section 13.7.2 Any Eligible Mortgagee or Eligible Insurer requests it, in which case the Eligible Mortgagee or Eligible Insurer shall bear the cost of the audit.

Section 13.8 Enforcement. The provisions of this Article are for the benefit of Eligible Mortgagees and Eligible Insurers and their successors, and may be enforced by any of them by any available means, at law or in equity.

Section 13.9 Attendance at Meetings. Any representative of an Eligible Mortgagee or Eligible Insurer may attend and address any meeting which a Unit Owner may attend.

Section 13.10 Appointment of Trustee. In the event of damage or destruction to the Property or condemnation of all or a portion of the Community, any Eligible Mortgagee may require that such proceeds be payable to a trustee established pursuant to Section 17.5 of this Declaration. Such trustee may be required to be a corporate trustee licensed by the Commonwealth of Pennsylvania. Proceeds will thereafter be distributed pursuant to Article XVII or pursuant to a condemnation award. Unless otherwise required, the members of the Executive Board, acting by majority vote through the president, may act as trustee.

ARTICLE XIV

DECLARANT CONTROL AND SPECIAL DECLARANT RIGHTS

Section 14.1 Control.

Section 14.1.1 Until the one hundred twentieth (120th) calendar day after conveyance of seventy-five (75%) percent of the Units which may be constructed on the Property 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, except that Declarant may not unilaterally remove any members of the Executive Board elected by Unit Owners other than Declarant.

Section 14.1.2 Not later than sixty (60) calendar days after conveyance of twenty-five (25%) percent of the Units which may be constructed on the Property to Unit Owners other than Declarant, two (2) of the five (5) members of the Executive Board shall be elected by Unit Owners other than Declarant.

Section 14.1.3 Not later than the earlier of (i) seven [7] years after the date of the recording of this Declaration, or (ii) one hundred twenty [120] calendar days after seventy-five [75%]percent of the Units which may be constructed upon the Property have been conveyed to Unit Owners other than Declarant, all members of the Executive Board shall resign, and the Unit Owners (including Declarant to the extent of Units owned by Declarant) shall elect a new five (5) member Executive Board.

Section 14.1.4 Within sixty (60) calendar days of the termination of control, Declarant shall deliver to the Association all property of the Unit Owners and of the Association, together with all applicable items designated in Section 5320 of the Act.

Section 14.1.5 Following the transfer of control of the Executive Board by the Declarant to the Unit Owners pursuant to Section 14.1.3 above, the Unit Owners shall have the right to increase or decrease from time to time the number of members comprising the Executive Board.

Section 14.2 Special Declarant Rights. The Declarant reserves unto itself all Special Declarant Rights as defined in Section 5103 of the Act, including the right to cause the Community to be merged or consolidated with another planned community and the right to make the Community subject to a master association, which Declarant shall have as long as Declarant owns any Unit or any Convertible Real Estate exists within the Community. These Special Declarant Rights include, inter alia, the right to transfer any or all of Declarant's Special Declarant Rights to one or more successors, provided that the transfer(s) shall be effected in accordance with the provisions of this Declaration and Section 5304 of the Act. Any successor to any Special Declarant Right shall have the liabilities and obligations set forth in Section 5304(e) of the Act.

ARTICLE XV **LIMITATION OF LIABILITY**

Section 15.1 Limited Liability of the Executive Board Members of the Association. To the fullest extent permitted by Pennsylvania law, as now in effect and as modified from time to time, an Executive Board Member of the Association shall not be personally liable for monetary damages for any action taken or any failure to take any action.

Section 15.2 Indemnification of Executive Board Members and Officers of the Association.

Section 15.2.1 Third Party Actions. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Association) by reason of the fact that the person is or was an Executive Board member or officer of the Association, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement, actually and reasonably incurred by the person in connection with such threatened, pending or completed action, suit or proceeding.

Section 15.2.2 Derivative Actions. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that the person is or was an Executive Board member or officer of the Association, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement, actually and reasonably incurred by the person in connection with such threatened, pending or completed action or suit by or in the right of the Association.

Section 15.2.3 Procedure for Effecting Indemnification. Indemnification under Section 15.2.1 and Section 15.2.2 shall be automatic and shall not require any determination that indemnification is proper, except that no indemnification shall be made in any case where the act or failure to act giving rise to the claim for indemnification is determined by a court to have constituted willful misconduct or recklessness.

Section 15.2.4 Expenses Advanced. The Association shall advance expenses incurred by an Executive Board member or officer of the Association who is entitled to be indemnified pursuant to the provisions of this Section 15.2 in advance of the final disposition of such action, suit or proceeding, upon receipt of an undertaking by or on behalf of such person to repay such amount if it shall ultimately be determined by a court of competent jurisdiction that such person is not entitled to be indemnified by the Association.

Section 15.2.5 Indemnification of Other Persons. The Association may, at the discretion of, and to the extent and for such persons as determined by the Executive Board of the Association, (i) indemnify any person who neither is nor was an Executive Board member or officer of the Association but who is or was a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (and whether brought by or in the right of the Association), by reason of the fact that the person is or was a representative of the Association, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement, actually and reasonably incurred by the person in connection with such threatened, pending or completed action, suit or proceeding and (ii) pay such expenses in advance of the final disposition of such action, suit or proceeding, upon receipt of an undertaking by or on behalf of such person to repay such amount if it shall ultimately be determined by a court of competent jurisdiction that such person is not entitled to be indemnified by the Association.

Section 15.3 Indemnification Insurance. The Executive Board may obtain insurance to satisfy the indemnification obligations set forth in Section 15.2 above, if and to the extent available at a reasonable cost.

ARTICLE XVI **INSURANCE**

Section 16.1 Coverage. Commencing no later than the date of the settlement of the first Unit and to the extent reasonably available, the Executive Board shall obtain and maintain insurance coverage as set forth in Section 16.2 and Section 16.3 and in accordance with the provisions of Section 5312 of the Act. If such insurance is not reasonably available, and the Executive Board determines that any insurance described herein will not be maintained, the Executive Board shall cause notice of that fact to be hand-delivered or sent prepaid by United States mail to all Unit Owners and Eligible Mortgagees at their respective last known addresses.

Section 16.2 Property Insurance.

Section 16.2.1 Unit Buildings. Property insurance covering:

- (a) All Buildings on the Property, including the Unit Buildings (to include the Limited Common Facilities) and all fixtures, equipment and any Improvements and betterments whether part of a Unit or a Limited Common Facility, and such personal property of Unit Owners as is normally insured under building coverage, and may also include the Clubhouse as discussed in Section 21.4 below (if constructed and added to the Community by the Declarant, in Declarant's sole discretion), but excluding Unit land, excavations, portions of foundations below the subsurface of the lowest basement floor, underground pilings, piers, pipes, flues and drains and other items normally excluded from property policies; and
- (b) All personal property owned by the Unit Owner.

Section 16.2.2 Amounts. The Unit Building and Limited Common Facilities appurtenant to the Unit Building shall be insured for an amount equal to one hundred (100%) percent of their

replacement cost at the time the insurance is purchased and at each renewal date. Personal property owned by the Association shall be insured for an amount equal to its actual cash value.

- (a) The maximum deductible amount on the policy for the Unit Buildings and the Common Elements and the Limited Common Elements shall be the lesser of \$10,000 or one (1%) percent of the face amount of the policy. Funds to cover these deductible amounts shall be considered a Common Expense, except that the Association shall have the right, following Notice and Hearing, to prospectively institute a policy whereby deductibles are chargeable as a Limited Common Expense against the affected Unit Owners.
- (b) The Executive Board is authorized to obtain appraisals periodically for the purpose of establishing said replacement cost for the Unit Buildings, Common Elements, Limited Common Elements, Common Facilities and the actual cash value of the personal property owned by Association. The cost of such appraisals shall be a Common Expense.

Section 16.2.3 Risks Insured Against. The insurance shall afford protection against "all risks" of direct physical loss commonly insured against.

Section 16.2.4 Other Provisions. Insurance policies required by this Section shall provide that:

- (a) The insurer waives its right to subrogation under the policy against any Unit Owner or member of his or her household.
- (b) No act or omission by any Unit Owner, unless acting within the scope of his or her authority on behalf of the Association, will void the policy or be a condition to recovery under the policy.
- (c) If, at the time of a loss under the policy, there is other insurance in the name of a Unit Owner covering the same risk covered by the policy, the Association's policy provides primary insurance.
- (d) Loss shall be adjusted with the Association.
- (e) Insurance proceeds shall be paid to any insurance trustee designated in the policy for that purpose, and, in the absence of such designation, to the Association, in either case to be held in trust for each Unit Owner and such Unit Owner's mortgages.
- (f) The insurer may not cancel or refuse to renew the policy until thirty (30) calendar days after notice of the proposed cancellation or non-renewal has been mailed to the Association, each Unit Owner and each holder of a Security Interest to whom a certificate or memorandum of insurance has been issued, at their respective last known address.
- (g) The name of the insured shall be substantially as follows: "Lehman's Crossing Owners Association" for the use and benefit of the individual Unit Owners.

Section 16.3 Liability Insurance. Liability insurance, including medical payments insurance, in an amount determined by the Executive Board but in no event less than \$1,000,000, covering

all occurrences commonly insured against for death, body injury and property damage arising out of or in connection with the use, ownership or maintenance of the Unit Buildings and Common Facilities.

Section 16.3.1 Other Provisions. Insurance policies carried pursuant to this Section shall provide that:

- (a) Each Unit Owner is an insured person under the policy with respect to liability arising out of his or her interest in the Common Facilities or membership in the Association.
- (b) The insurer waives its rights to subrogation under the policy against any Unit Owner or member of his or her household.
- (c) No act or omission by any Unit Owner, unless acting within the scope of his or her authority on behalf of the Association, will void the policy or be a condition to recovery under the policy.
- (d) If, at the time of a loss under the policy, there is other insurance in the name of a Unit Owner covering the same risk covered by the policy, the Association's policy provides primary insurance.
- (e) The insurer may not cancel or refuse to renew the policy until thirty (30) calendar days after notice of the proposed cancellation or non-renewal has been mailed to the Association, each Unit Owner and each holder of a Security Interest to whom a certificate or memorandum of insurance has been issued, at their respective last known addresses.

Section 16.4 Fidelity Bonds. The Association shall maintain a blanket fidelity bond for anyone who either handles or is responsible for funds held or administered by the Association, whether or not they receive compensation for their services. The bond shall name the Association as obligee and shall cover the maximum funds that will be in the custody of the Association or the manager at any time while the bond is in force, and in no event less than the sum of three months' assessments plus reserve funds. The bond shall include a provision that calls for thirty (30) calendar days written notice to the Association, to each holder of a Security Interest in a Unit and to each servicer that services a FNMA-owned or FHLMC-owned mortgage on a Unit before the bond can be canceled or substantially modified for any reason; except that if cancellation is for nonpayment of premiums, only ten (10) calendar days' notice shall be required.

Section 16.5 Unit Owner Policies. An insurance policy issued to the Association does not prevent a Unit Owner from obtaining insurance for his or her own benefit.

Section 16.6 Worker's Compensation Insurance. The Executive Board shall obtain and maintain worker's compensation insurance to meet the requirements of the laws of the Commonwealth of Pennsylvania.

Section 16.7 Directors' and Officers' Liability Insurance. The Executive Board shall obtain and maintain directors' and officers' liability insurance, if reasonably available, covering all of the Executive Board members and officers of the Association in such limits as the Executive Board may, from time to time, determine to be advisable.

Section 16.8 Other Insurance. The Association may carry other insurance which the Executive Board considers appropriate to protect the Association or the Unit Owners.

Section 16.9 Premiums and Deductibles. Insurance premiums and deductibles shall be Common Expenses.

ARTICLE XVII

DAMAGE TO OR DESTRUCTION OF PROPERTY

Section 17.1 Duty to Restore. Any portion of the Community for which insurance is required under Article XVI or Section 5312 of the Act or for which insurance carried by the Association is in effect, whichever is more extensive, shall be repaired or replaced promptly by the Association unless:

Section 17.1.1 The Planned Community is terminated;

Section 17.1.2 Repair or replacement would be illegal under any state or local statute or ordinance governing health or safety;

Section 17.1.3 Eighty (80%) percent of the Unit Owners, including every owner of a Unit or assigned Limited Common Element that will not be rebuilt, vote not to rebuild.

Section 17.2 Cost. The cost of repair or replacement in excess of insurance proceeds shall be a Common Expense.

Section 17.3 Plans. The damaged portion of the Community must be repaired and restored in accordance with either the original plans and specifications or other plans and specifications which have been approved by the Executive Board, a majority of Unit Owners and fifty-one (51%) percent of Eligible Mortgagees.

Section 17.4 Replacement of Less Than Entire Property.

Section 17.4.1 The insurance proceeds attributable to the damaged Common Facilities shall be used to restore the damaged area to a condition compatible with the remainder of the Community.

Section 17.4.2 Except to the extent that other Persons will be distributees,

- (a) The insurance proceeds attributable to Unit Buildings and Limited Common Elements that are not rebuilt shall be distributed to the Owners of those Units and the Owners of the Units to which those Limited Common Elements were allocated, or to lien holders, as their interests may appear; and
- (b) The remainder of the proceeds shall be distributed to all the Unit Owners or lien holders, as their interests may appear, in proportion to the Common Expense liabilities of all the Units.

Section 17.5 Insurance Proceeds. The insurance trustee, or if there is no insurance trustee, then the Association, shall hold any insurance proceeds in trust for the Association, Unit Owners and lien holders as their interests may appear. Subject to the provisions of Subsection 17.1.1 through Subsection 17.1.3, the proceeds shall be disbursed first for the repair or restoration of the damaged Unit Buildings, Unit Buildings or Common Facilities, and the Association, Unit Owners and lien holders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the Property has been completely repaired or restored, or the Community is terminated.

Section 17.6 Certificates by the Executive Board. A trustee, if any, may rely on the following certifications in writing made by the Executive Board:

Section 17.6.1 Whether or not damaged or destroyed Unit Building, Unit Buildings or Common Facilities (as applicable) is to be repaired or restored;

Section 17.6.2 The amount or amounts to be paid for repairs or restoration and the names and addresses of the parties to whom such amounts are to be paid.

Section 17.7 Certificates by Attorneys. If payments are to be made to Unit Owners or Permitted Mortgagees, the Executive Board and the trustee, if any, shall obtain and rely on an attorney's certificate of title or a title insurance certificate based on a search of the land records of the county in which the Property is located from the date of the recording of the original Declaration stating the names of the Unit Owners and the Permitted Mortgagees.

ARTICLE XVIII

AMENDMENTS TO DECLARATION

Section 18.1 Amendment Generally. Except in cases of amendments that may be executed by the Declarant in the exercise of its Special Declarant Rights, including those rights described in Articles XXI or Article XXII of this Declaration, or by the Association pursuant to Section 18.8 below, or as otherwise permitted by the Act or other provisions of this Declaration, and except as limited by Section 18.4 and Article XIII of this Declaration, or by certain provisions of the Act, this Declaration, including the Declaration Plan, may be amended only by vote or agreement of Unit Owners of Units to which at least sixty-seven (67%) percent of the votes in the Association are allocated.

Section 18.2 Limitation of Challenges. No action to challenge the validity of an amendment adopted by the Association pursuant to this Article may be brought more than one (1) year after the amendment is recorded.

Section 18.3 Recordation of Amendments. Every amendment to this Declaration shall be recorded in the county in which the Property is located and is effective only on recording. An amendment shall be indexed in the name of the Community in both the grantor and grantee index.

Section 18.4 When Unanimous Consent Required. Except to the extent expressly permitted or required by other provisions of the Act and this Declaration, no amendment may create or increase Special Declarant Rights, increase the number of Units (except pursuant to Section

3.3) change the boundaries of any Unit, the Percentage Interest of any Unit, or the uses to which any Unit is restricted, in the absence of unanimous consent of the Unit Owners.

Section 18.5 Execution of Amendments. Amendments to this Declaration required by the Act to be recorded by the Association, which have been adopted in accordance with this Declaration and the Act, shall be prepared, executed, recorded and certified on behalf of the Association by any officer of the Association designated for that purpose or, in the absence of designation, by the president of the Association.

Section 18.6 Special Declarant Rights. Provisions in this Declaration or in the Act creating Special Declarant Rights may not be amended without the consent of Declarant.

Section 18.7 Consent of Holders of Security Interests. Amendments are subject to consent requirements of Article XIII.

Section 18.8 Corrective Amendments. If any amendment is necessary in the judgment of the Executive Board to cure any ambiguity or to correct or supplement any provision of this Declaration, including the Declaration Plan, that is defective, missing or inconsistent with any other provisions contained therein or with the Act, or if such amendment is necessary to conform to the requirements of the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation or other agency or entity with national or regional standards for mortgage loans with respect to planned community projects then at any time and from time to time the Executive Board may effect an appropriate corrective amendment without the approval of the Unit Owners or the holders of any liens on all or any part of the Property, upon receipt by the Executive Board of an opinion from the independent legal counsel to the effect that the proposed amendment is permitted by the terms of this Section 18.8.

ARTICLE XIX

AMENDMENTS TO BYLAWS

Section 19.1 Amendments to Bylaws. The Bylaws may be amended only by vote of sixty (60%) percent of the members of the Executive Board, following Notice and Comment to all Unit Owners, at any meeting duly called for such purpose. Corrective amendments to the Bylaws may be effected in the same manner as amendments to the Declaration described in Section 18.8.

ARTICLE XX

RIGHTS TO NOTICE AND COMMENT; NOTICE AND HEARING

Section 20.1 Right to Notice and Comment. Before the Executive Board amends the Bylaws or the Rules and Regulations, whenever the Community Documents require that an action be taken after "Notice and Comment," and at any other time the Executive Board determines, the Unit Owners have the right to receive notice of the proposed action and the right to comment orally or in writing. Notice of the proposed action shall be given to each Unit Owner in writing and shall be delivered personally or by mail to all Unit Owners at such address as appears in the records of the Association, or published in a newsletter or similar publication which is routinely circulated to all Unit Owners. The notice shall be given not less than five (5) days

before the proposed action is to be taken. The right to Notice and Comment does not entitle a Unit Owner to be heard at a formally constituted meeting.

Section 20.2 Right to Notice and Hearing: Whenever the Community Documents require that an action be taken after "Notice and Hearing," the following procedure shall be observed: The party proposing to take the action (e.g., the Executive Board, a committee, an officer, the manager, etc.) shall give written notice of the proposed action to all Unit Owners or occupants of Units whose interest would be significantly affected by the proposed action. The notice shall include a general statement of the proposed action and the date, time and place of the hearing. At the hearing, the affected person shall have the right, personally or by a representative, to give testimony orally, in writing or both (as specified in the notice), subject to reasonable rules of procedure established by the party conducting the meeting to assure a prompt and orderly resolution of the issues. Such evidence shall be considered in making the decision but shall not blind the decision makers. The affected person shall be notified of the decision in the same manner in which notice of the meeting was given.

Section 20.3 Appeals: Any Person having a right to Notice and Hearing shall have the right to appeal to the Executive Board from a decision of persons other than the Executive Board by filing a written notice of appeal with the Executive Board within ten (10) calendar days after being notified of the decision. The Executive Board shall conduct a hearing within thirty (30) calendar days, giving the same notice and observing the same procedures as were required for the original meeting.

ARTICLE XXI

CONVERTIBLE REAL ESTATE

Section 21.1 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 Facilities or any combination thereof from time to time in compliance with Section 5211 of the Act, without the consent of any Unit Owner, or any Eligible Mortgagee or Eligible Insurer. This option to convert may be terminated prior to such anniversary only upon the recording of an amendment to this Declaration by the Declarant. Declarant expressly reserves the right to convert any or all portions of the Convertible Real Estate at any time, at different times, in any order, without limitation and without any requirement that any other real estate be converted, added or withdrawn; provided, however, that the Convertible Real Estate shall not exceed the area described as such on Exhibit B hereto and as shown on the Declaration Plan (Exhibit D). There are no other limitations on this option to convert Convertible Real Estate as provided in this Section 21.1 and the Community Documents.

Section 21.2 Assurances: If the Convertible Real Estate (or any portion thereof) is converted, the Building(s) (to include Unit Buildings) on the Convertible Real Estate will be located approximately as shown on the Declaration Plan, as the same may be amended or modified by Declarant from time to time in accordance with North Middleton Township and other governmental requirements. At such time as all of the Convertible Real Estate is completely converted, the maximum number of Units in the Community as an aggregate will be no more than one hundred twenty-seven (127) Units. All Units that may be created within the Convertible Real Estate are restricted to residential use to the same extent as all other Units. Any Buildings to be constructed within the Convertible Real Estate and Units therein shall be

compatible (but not necessarily the same) in quality of construction, materials and architectural style to Buildings and Units on other portions of the Community. As set forth in the Community Documents, Declarant intends that some of the Buildings will contain three (3) Units as opposed to four (4) Units. Some of the Units may have basements. All restrictions in this Declaration affecting use and occupancy of Units and Limited Common Facilities shall apply to Units and Limited Common Facilities created within the Convertible Real Estate. No assurances are made as to any other improvements and Limited Common Facilities to be made or created in the Convertible Real Estate, nor the proportion of Limited Common Facilities 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.

Section 21.3 Modifications/Convertible Real Estate. As set forth in Section 21.1, Declarant reserves the right to convert all or a portion of identified Convertible Real Estate as shown on the Declaration Plan and, accordingly, upon Declarant's election to convert all or a portion of a Convertible Real Estate parcel, Declarant shall show the remaining portion of the Convertible Real Estate which will remain as Convertible Real Estate and show that portion of Convertible Real Estate being converted to construct additional Units, Common Facilities, Controlled Facilities or any combination thereof.

Section 21.4 Clubhouse. As shown on the Declaration Plan, a potential Clubhouse facility is identified in Convertible Real Estate No. 3. The Clubhouse building, together with the access drive and parking facilities are identified as "Need Not Be Built" facilities. If Declarant elects, in the future, to construct or cause to be constructed the Clubhouse facilities, to include the access drive and parking facilities, then the Clubhouse facility, together with the access drive and parking areas shall be Common Facilities and shall be conveyed by Declarant to the Association in accordance with the applicable requirements of the Act. If Declarant elects to construct the Clubhouse facility, together with the other improvements, the costs associated with the operation of the Clubhouse facility, including utilities, insurance, maintenance and the like, will be a Common Expense. The Clubhouse facility, together with the related improvements will not be separately assessed for taxation purposes but will be included as a Common Facility and will be assessed as part of the assessment for each Unit within the Community. If Declarant elects to construct or cause to be constructed the Clubhouse facility, Declarant or Association reserves the right to impose charges or fees pertaining to the use of the Clubhouse facility.

ARTICLE XXII

WITHDRAWABLE REAL ESTATE

Section 22.1 Reservation. Declarant hereby explicitly reserves an option, until the seventh (7th) anniversary of the recording of this Declaration, to withdraw all or any portion of the Withdrawable Real Estate in compliance with Section 5212 of the Act, without the consent of any Unit Owner or Eligible Mortgagee or Eligible Insurer. This option to withdraw may be terminated prior to such anniversary only upon the recording of an amendment to this Declaration by the Declarant. Declarant expressly reserves the right to withdraw any or all portions of the Withdrawable Real Estate at any time, at different times, in any order, without limitation and without any requirement that any other real estate be converted, added or withdrawn; provided, however, that the Withdrawable Real Estate shall not exceed the area(s) described as such on Exhibit E hereto. There are no other limitations on this option to withdraw Withdrawable Real Estate. The Percentage Interest, relative voting strength in the Association

and share of Common Expense liability of each Unit in the Community as of the date this Declaration or any amendments thereto are recorded will be unaffected by the withdrawal of all or any part of the Withdrawable Real Estate. In the event that Declarant shall withdraw all or any portion of the Withdrawable Real Estate, the assurances, if any, contained in this Declaration shall not apply to the Withdrawable Real Estate withdrawn from the Community.

Section 22.2 Easements Regarding Withdrawable Real Estate. If and when Withdrawable Real Estate is withdrawn from the Property in accordance with the provisions of this Declaration, the following reciprocal easements shall be created and granted in favor of and against the Unit Owners and the Association, on the one hand, and the owners and occupants of the portion of the Withdrawable Real Estate withdrawn from the Property, on the other hand:

- (a) A non-exclusive easement and right-of-way over, on, and upon any private street or streets created within the Property for ingress and egress to and from Long's Gap Road (T-494);
- (b) The right of access for the placement and maintenance of underground utility facilities to serve any owner of any portion of the Property, including, *inter alia*, electrical, gas, telephone, sewer and waterlines provided that the exercise of said rights does not materially interfere with the existing utility facilities;
- (c) The right to use and gain access to existing utility facilities located on the Property, including the waterlines, sanitary sewer and storm sewer facilities, and to tie into said facilities, together with the right to install and maintain new utility facilities, provided that the exercise of such rights does not materially interfere with the existing utility facilities;
- (d) The right to enter upon the Property at reasonable times for the purpose of laying, constructing, inspecting, maintaining, repairing or removing said utility facilities;
- (e) The right to use existing stormwater easements and facilities to accommodate development of any portion of the Withdrawable Real Estate withdrawn from the Property.

Prior to withdrawing Withdrawable Real Estate, Declarant shall execute and record a Declaration of Reciprocal Easements creating the rights above subject, *inter alia*, to the following conditions:

- (a) The party exercising such easement rights for the installation of utility facilities shall be solely responsible for all expenses of whatever nature with regard to the initial construction and installation of said utility facilities;
- (b) Any party exercising the easement right to install utility facilities over, under or through the Property shall observe all applicable laws pertaining hereto. All work shall be done during reasonable times, following reasonable notice to any party who will be affected by the work, and shall be done in a manner which shall not unreasonably interfere with the use of the Property by the owners and occupants thereof.

- (c) The party exercising such easement right, at its sole cost, shall promptly restore the Property to its original condition;
- (d) The expense of operating, maintaining and repairing any area or facility, subject to a reciprocal easement, shall be equitably apportioned among the owners using said areas or easements, considering all pertinent use factors;
- (e) The party exercising any easement right shall indemnify and hold harmless all other owners within the Property from all loss, damage, claims or expenses, including reasonable attorneys' fees, resulting from its negligent or improper exercise of the easements and other rights granted herein.

ARTICLE XXIII

POWERS OF THE ASSOCIATION

Section 23.1 Powers of the Association. Subject to the provisions of this Declaration, the Association shall have all of the powers designated in Section 5302 of the Act, including the right to assign its right to future income, including the right to receive the payments made on account of the assessments for Common Expenses; however, the Association shall not have the rights set forth in Section 5302(a)(18) of the Act with respect to a master association.

Section 23.2 Merger or Consolidation. After the seventh (7th) anniversary of the recording of this Declaration (unless extended by the Permit Extension Act or otherwise), the Association shall have the right to merge with one or more planned communities, provided that any such merger or consolidation shall be effected in accordance with Section 5233 of the Act.

Section 23.3 Conveyance or Encumbrance of the Common Facilities. Provided that Unit Owners entitled to cast at least eighty (80%) percent of the votes in Association, including eighty (80%) percent of the votes allocated to Units not owned by Declarant, agree, portions of the Common Facilities may be conveyed or subjected to a security interest by the Association. Any conveyance or encumbrance of the Common Facilities by the Association shall be effected in strict accordance with Section 5318 of the Act.

Section 23.4 Judgments Against the Association. Any creditor of the Association pursuant to a security interest shall exercise its rights against the Common Facilities before its judgment lien on any Unit may be enforced. Otherwise, as a general rule, any judgment for money against the Association, upon perfection as a lien on real property, shall not be a lien on the Common Facilities, but shall constitute a lien against all of the Units in the Community at the time the judgment was entered. Any Unit Owner may have his or her Unit released from the lien of the judgment upon payment of that portion of the lien attributable to his Unit in accordance with Section 5319(c) of the Act. After payment, the Association may not assess or have a lien against that Unit Owner's Unit for any portion of the Common Expense incurred in connection with that lien. A judgment indexed against the Association must be indexed against the Community and the Association, and when so indexed, shall constitute notice of the lien against the Units.

ARTICLE XXIV
TERMINATION OF COMMUNITY

Section 24.1 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 (80%) percent of the votes in the Association are allocated and by agreement of Eligible Mortgagees which represent at least sixty-seven (67%) percent of the Unit estates subject to Mortgages held by those Eligible Mortgagees, provided that such termination shall be effected in full compliance with the provisions set forth in Section 5220 of the Act.

ARTICLE XXV
INTERPRETATION

Section 25.1 Interpretation. The provisions of this Declaration shall be liberally construed in order to effectuate Declarant's desire to create a uniform plan for development and operation of a planned community project. 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 XXVI
SEVERABILITY

Section 26.1 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 project which this Declaration is intended to create.

ARTICLE XXVII
BYLAWS OF ASSOCIATION

Section 27.1 Bylaws. Bylaws of the Association are attached to this Declaration marked Exhibit F and made part hereof.

ARTICLE XXVIII
EFFECTIVE DATE

Section 28.1 Effective Date. This Declaration shall become effective when the Declaration and the Declaration Plan (Exhibit D) have been recorded.

IN WITNESS WHEREOF, Declarant, intending to be legally bound hereby, has executed this Declaration as of the day and year first above written.

Declarant:
Lehman's Crossing, LLC, a Pennsylvania limited liability company

By: *Alton E. Hughes, Jr.*
Alton E. Hughes, Jr. Member

COMMONWEALTH OF PENNSYLVANIA :
: ss:
COUNTY OF CUMBERLAND :

On this, the _____ day of _____, 2013, before me, a Notary Public, the undersigned, personally appeared ALTON E. HUGHES, JR., who acknowledged himself to be the Member of Lehman's Crossing, LLC, a Pennsylvania limited liability company, and that he as such Member, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by himself as Member.

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

Notary Public

(SEAL)

JOINDER

THE UNDERSIGNED Unit Owners execute this Joinder to confirm (i) the termination of Lehman's Crossing, A Condominium, (ii) creation of Lehman's Crossing II, A Planned Community, (iii) the provisions of the Declaration for Lehman's Crossing II, A Planned Community ("Declaration"), (iv) the organization of Lehman's Crossing II Owners Association and (v) assignment of Special Declarants Right pursuant to the Deed, dated April __, 2013, record in the Office of the Recorder of Deeds of Cumberland County, Pennsylvania, immediately prior to recording of this Declaration.

Declarant:
Lehman's Crossing, LLC, a Pennsylvania
limited liability company

By Alton E. Hughes Jr
Alton E. Hughes, Jr, Member

Unit Owners:
Unit No. 1-A

Evelyn L. Rebanstorff
Evelyn L. Rebanstorff, single person

Jane W. Doherty
Jane W. Doherty, single person

Earlene D. Heckendorn
Earlene D. Heckendorn, single person

Eugene N. Schuster
Eugene N. Schuster, single person

Jeffrey G. Jenkins
Jeffrey G. Jenkins, single person

Robert E. Stone Sr
Robert E. Stone, Sr., husband

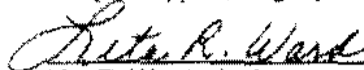
Virginia W. Stone
Virginia W. Stone, wife

Pamela S. Lippert
Pamela S. Lippert, single person

Collette Watt
Collette Watt, single person

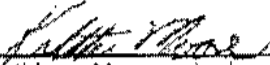
Suzanne J. Snyder
Suzanne J. Snyder, single person

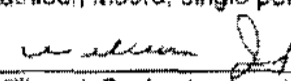

Betty J. Hippert, single person



Lita R. Ward, single person


Duane W. Drozdowski, single person

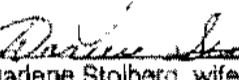
Colin S. Drozdowski, single person

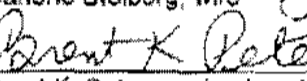

Kathleen Moora, single person


William J. Poska, husband


Patricia J. Poska, wife


Alice J. Hair, single person


Darlene Stolberg, wife


Brent K. Petersen, husband

Betty J. Hippert, single person

Lita R. Ward, single person

Duane W. Drozdowski, single person

Colin S. Drozdowski, single person

Kathleen Moore, single person

William J. Poska, husband

Patricia J. Poska, wife

Alice J. Hair, single person

Dariene Stoiberg, wife

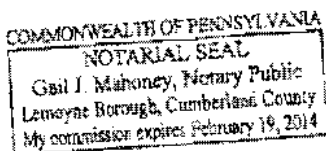
Brent K. Petersen, husband

COMMONWEALTH OF PENNSYLVANIA :
: ss:
COUNTY OF CUMBERLAND :

On this, the 22nd day of April, 2013, before me, a Notary Public, the undersigned, personally appeared ALTON E. HUGHES, JR., who acknowledged himself to be the Member of Lehman's Crossing, LLC, a Pennsylvania limited liability company, and that he as such Member, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by himself as Member.

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

Gail J. Mahoney
Notary Public



COMMONWEALTH OF PENNSYLVANIA :
: 99:
COUNTY OF CUMBERLAND :

On this, the 22nd day of April, 2013, before me, the undersigned officer, personally appeared **EVELYN L. REBENSTORFF**, UNIT OWNER OF UNIT NO. 1-A, LEHMAN'S CROSSING, A CONDOMINIUM, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same for the purposes therein contained.

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

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Gail J. Mahoney, Notary Public
Lemoyne Borough, Cumberland County
My commission expires February 19, 2014

Gail J. Mahoney (SEAL)

COMMONWEALTH OF PENNSYLVANIA :
: 99:
COUNTY OF CUMBERLAND :

On this, the 22nd day of April, 2013, before me, the undersigned officer, personally appeared **JANET W. DOHERTY**, UNIT OWNER OF UNIT NO. 1-D, LEHMAN'S CROSSING, A CONDOMINIUM, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same for the purposes therein contained.

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

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Gail J. Mahoney, Notary Public
Lemoyne Borough, Cumberland County
My commission expires February 19, 2014

Gail J. Mahoney (SEAL)

COMMONWEALTH OF PENNSYLVANIA :
: 99:
COUNTY OF CUMBERLAND :

On this, the 22nd day of April, 2013, fore me, the undersigned officer, personally appeared **EARLENE D. HECKENDORN**, UNIT OWNER OF UNIT NO. 3-A, LEHMAN'S CROSSING, A CONDOMINIUM, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same for the purposes therein contained.

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

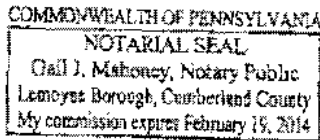
COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Gail J. Mahoney, Notary Public
Lemoyne Borough, Cumberland County
My commission expires February 19, 2014

Gail J. Mahoney (SEAL)

COMMONWEALTH OF PENNSYLVANIA :
: SS:
COUNTY OF CUMBERLAND :

On this, the 22nd day of April, 2013, before me, the undersigned officer, personally appeared **EUGENE N. SCHUSTER**, UNIT OWNER OF UNIT NO. 4-A, LEHMAN'S CROSSING, A CONDOMINIUM, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

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

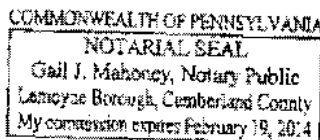


Gail J. Mahoney (SEAL)

COMMONWEALTH OF PENNSYLVANIA :
: SS:
COUNTY OF CUMBERLAND :

On this, the 22nd day of April, 2013, before me, the undersigned officer, personally appeared **JEFFREY G. JENKINS**, UNIT OWNER OF UNIT NO. 4-C, LEHMAN'S CROSSING, A CONDOMINIUM, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

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

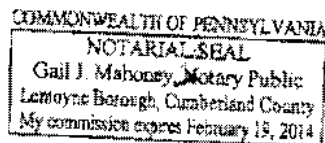


Gail J. Mahoney (SEAL)

COMMONWEALTH OF PENNSYLVANIA :
: SS:
COUNTY OF CUMBERLAND :

On this, the 22nd day of April, 2013, before me, the undersigned officer, personally appeared **ROBERT E. STONE, SR.** and **VIRGINIA W. STONE**, husband and wife, UNIT OWNERS OF UNIT NO. 4-D, LEHMAN'S CROSSING, A CONDOMINIUM known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

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



Gail J. Mahoney (SEAL)

COMMONWEALTH OF PENNSYLVANIA :
: ss:
COUNTY OF CUMBERLAND :

On this, the 22nd day of April, 2013, before me, the undersigned officer, personally appeared **PAMELA S. LIPPERT**, UNIT OWNER OF UNIT NO. 5-A, LEHMAN'S CROSSING, A CONDOMINIUM, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same for the purposes therein contained.

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

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Gail J. Mahoney, Notary Public
Lemoyne Borough, Cumberland County
My commission expires February 19, 2014

Gail J. Mahoney (SEAL)

COMMONWEALTH OF PENNSYLVANIA :
: ss:
COUNTY OF CUMBERLAND :

On this, the 22nd day of April, 2013, before me, the undersigned officer, personally appeared **COLLETTE WATT**, UNIT OWNER OF UNIT NO. 5-B, LEHMAN'S CROSSING, A CONDOMINIUM, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same for the purposes therein contained.

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

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Gail J. Mahoney, Notary Public
Lemoyne Borough, Cumberland County
My commission expires February 19, 2014

Gail J. Mahoney (SEAL)

COMMONWEALTH OF PENNSYLVANIA :
: ss:
COUNTY OF CUMBERLAND :

On this, the 22nd day of April, 2013, before me, the undersigned officer, personally appeared **SUZANNE J. SNYDER**, UNIT OWNER OF UNIT NO. 5-C, LEHMAN'S CROSSING, A CONDOMINIUM, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same for the purposes therein contained.

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

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Gail J. Mahoney, Notary Public
Lemoyne Borough, Cumberland County
My commission expires February 19, 2014

Gail J. Mahoney (SEAL)

COMMONWEALTH OF PENNSYLVANIA :
: ss:
COUNTY OF CUMBERLAND :

On this, the 22nd day of April, 2013, before me, the undersigned officer, personally appeared **BETTY J. HIPPERT**, UNIT OWNER OF UNIT NO. 5-D, LEHMAN'S CROSSING, A CONDOMINIUM, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same for the purposes therein contained.

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

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Gail J. Mahoney, Notary Public
Lemoyne Borough, Cumberland County
My commission expires February 19, 2014

Gail J. Mahoney (SEAL)

COMMONWEALTH OF PENNSYLVANIA :
: ss:
COUNTY OF CUMBERLAND :

On this, the 22nd day of April, 2013, before me, the undersigned officer, personally appeared **LITA R. WARD**, Joint Tenant With Right of Survivorship, UNIT OWNER OF UNIT NO. 6-A, LEHMAN'S CROSSING, A CONDOMINIUM, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same for the purposes therein contained.

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

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Gail J. Mahoney, Notary Public
Lemoyne Borough, Cumberland County
My commission expires February 19, 2014

Gail J. Mahoney (SEAL)

COMMONWEALTH OF PENNSYLVANIA :
: ss:
COUNTY OF CUMBERLAND :

On this, the 22nd day of April, 2013, before me, the undersigned officer, personally appeared **DUANE W. DROZDOWSKI**, Joint Tenant With Right of Survivorship, UNIT OWNER OF UNIT NO. 6-A, LEHMAN'S CROSSING, A CONDOMINIUM, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

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

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Gail J. Mahoney, Notary Public
Lemoyne Borough, Cumberland County
My commission expires February 19, 2014

Gail J. Mahoney (SEAL)

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Gail J. Mahoney, Notary Public
Lemoyne Borough, Cumberland County
My commission expires February 19, 2014

COMMONWEALTH OF PENNSYLVANIA :
: SS:
COUNTY OF CUMBERLAND :

On this, the 22nd day of April, 2011, before me, the undersigned officer, personally appeared COLIN S. DROZDOWSKI, Joint Tenant With Right of Survivorship, UNIT OWNER OF UNIT NO. 6-A, LEHMAN'S CROSSING, A CONDOMINIUM, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

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

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Gail J. Mahoney, Notary Public
Lemoyne Borough, Cumberland County
My commission expires February 19, 2014

Gail J. Mahoney (SEAL)

COMMONWEALTH OF PENNSYLVANIA :
: SS:
COUNTY OF CUMBERLAND :

On this, the 22nd day of April, 2013 before me, the undersigned officer, personally appeared KATHLEEN MOORE, UNIT OWNER OF UNIT NO. 6-B, LEHMAN'S CROSSING, A CONDOMINIUM, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same for the purposes therein contained.

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

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Gail J. Mahoney, Notary Public
Lemoyne Borough, Cumberland County
My commission expires February 19, 2014

Gail J. Mahoney (SEAL)

COMMONWEALTH OF PENNSYLVANIA :
: SS:
COUNTY OF CUMBERLAND :

On this, the 22nd day of April, 2013 before me, the undersigned officer, personally appeared WILLIAM J. POSKA and PATRICIA J. POSKA, husband and wife, UNIT OWNERS OF UNIT NO. 6-C, LEHMAN'S CROSSING, A CONDOMINIUM known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

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

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Gail J. Mahoney, Notary Public
Lemoyne Borough, Cumberland County
My commission expires February 19, 2014

Gail J. Mahoney (SEAL)

COMMONWEALTH OF PENNSYLVANIA :

SS:

COUNTY OF CUMBERLAND :

On this, the 22nd day of April, 2012, before me, the undersigned officer, personally appeared ALICE J. HAIR, UNIT OWNER OF UNIT NO. 5-D, LEHMAN'S CROSSING, A CONDOMINIUM, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same for the purposes therein contained.

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

David Maloney (SEAL)

COMMONWEALTH OF PENNSYLVANIA :

SS:

COUNTY OF CUMBERLAND :

On this, the 7th day of June, 2013 before me, the undersigned officer, personally appeared DARLENE STOLBERG and BRENT K. PETERSEN, wife and husband, UNIT OWNERS OF UNIT NO. 1-B, LEHMAN'S CROSSING, A CONDOMINIUM known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

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

George F. Douglas III (SEAL)

:519514

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
George F. Douglas III, Notary Public
South Middleton Twp., Cumberland County
My Commission Expires June 26, 2015
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

ALL THAT CERTAIN parcel of land situate, lying and being in North Middleton, Cumberland County, Pennsylvania, more particularly described as follows:

BEGINNING at a point on the western legal right-of-way line of Long's Gap Road (T-494) along the northern boundary line of lands N/F Korey L. and Vicki S. Kann; **THENCE** along the northern boundary line of said Kann lands and lands N/F Ralph E. and Jayne E. Crone South 72 degrees 37 minutes 48 seconds West a distance of 880.33 feet to a point along the eastern boundary line of lands N/F David R. and Erica C. Myers; **THENCE** along the eastern boundary line of said Myers land North 53 degrees 14 minutes 38 seconds West a distance of 92.19 feet to a point; **THENCE** along the same and along the eastern boundary line N/F of Susan D. Rose North 55 57 minutes 34 seconds West a distance of 633.88 feet to a point at the southeast corner of lands N/F Douglas K. and Gerilyn M. Dellinger; **THENCE** along the eastern boundary line of said Dellinger lands and lands N/F Darrick Gula and lands N/F Kim A. and Susan H. Renninger North 11 degrees 48 minutes 34 seconds East a distance of 1002.91 feet to a point; **THENCE** along the southern boundary line of lands N/F Carl W. and Isabel G. Lehman South 75 degrees 38 minutes 29 seconds East a distance of 541.62 feet to a point; **THENCE** along the same North 66 degrees 50 minutes 22 seconds East a distance of 150.26 feet to a point on the western boundary line of lands N/F Chester F. and Joan E. Kamowski; **THENCE** along the western boundary line of said Kamowski lands and along the western boundary line of lands N/F Samuel E. and Joan Rupp and along the western boundary line of lands N/F Michael J. and Nancy E. Clinton South 23 degrees 09 minutes 39 seconds East a distance of 356.22 feet to a point at the northwest corner of lands N/F David R. and Ann L. Owings; **THENCE** along the western boundary line of said Owings lands South 21 degrees 22 minutes 39 seconds East a distance of 190.00 feet to a point at the northwest corner of lands N/F M & J Explosives; **THENCE** along the western boundary line of said M & J Explosives lands South 21 degrees 22 minutes 39 seconds East 225.00 feet to a point; **THENCE** along the same North 65 degrees 57 minutes 21 seconds East a distance of 163.59 feet to a point along the western legal right-of-way line of Long's Gap Road; **THENCE** along the western legal right-of-way line of Long's Gap Road South 17 degrees 45 minutes 23 seconds East a distance of 423.92 feet to a point, the point and place of **BEGINNING**.

CONTAINING 28.94 acres, more or less.

EXHIBIT B

LEGAL DESCRIPTION OF CONVERTIBLE REAL ESTATE

(Convertible Real Estate No. 1)

(Convertible Real Estate No. 2)

(Convertible Real Estate No. 3)

Convertible Real Estate No. 1

ALL THAT CERTAIN parcel of land situate in North Middleton Township, Cumberland County, Pennsylvania, bounded and described as follows, to wit:

COMMENCING the following three courses from the intersection of the western dedicated right-of-way line of Long's Gap Road and the south eastern tract line of Lehman's Crossing, A Planned Community; thence along said dedicated right-of-way line N 17°45'23" W a distance of 249.66' to a point at the intersection of the western dedicated right-of-way line of Long's Gap Road and the southern line of a 32' street and utility easement for Lehman Drive; thence along said easement line S 71°36'43" W a distance of 110.90' to a point; thence by the same by a curve to the right having a radius of 216.00', an arc length of 93.65', and a chord bearing of S 84°01'56" W a distance of 92.92' to the point of **BEGINNING**; thence along Phase 1 of Lehman's Crossing, A Planned Community S 06°27'12" W a distance of 94.04' to a point; thence by the same S 71°43'14" W a distance of 42.62' to a point; thence by the same S 79°03'42" W a distance of 36.70' to a point; thence by the same N 64°34'52" W a distance of 101.14' to a point; thence by the same N 42°05'50" W a distance of 56.35' to a point; thence by the same N 43°36'58" E a distance of 126.04' to a point on the southern 32' street and utility easement of Lehman's Drive; thence along said easement by a curve to the left having a radius of 216.00', an arc length of 146.45', and a chord bearing of S 64°07'24" E a distance of 143.66' to a point, said point being the place of **BEGINNING**.

CONTAINING 23,151 sq. ft. (0.531 acres)

Convertible Real Estate No. 2

ALL THAT CERTAIN parcel of land situate in North Middleton Township, Cumberland County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point; said point being located at the intersection of the western dedicated right-of-way line of Long's Gap Road and the northern line of a 32' street and utility easement for Lehman Drive, and being located N 17°45'23" W a distance of 281.66' from the intersection of the western dedicated right-of-way line of Long's Gap Road and the south eastern tract line of Lehman's Crossing, A Planned Community; thence along said easement line S 71°36'43" W a distance of 111.25' to a point; thence by the same by a curve to the right having a radius of 184.00', an arc length of 276.02', and a chord bearing of N 65°24'48" W a distance of 250.86' to a point; thence along the eastern line of the said easement N 22°26'20" W a distance of 490.19' to a point; thence by the same by a curve to the left having a radius of 52.00', an arc length of 81.68', and a chord bearing of N 67°26'20" W a distance of 73.54' to a point on the northern line of a 32' street and utility easement for Chatham Drive; thence along said easement line S

87°33'40" W a distance of 114.00' to a point on the eastern line of a 30' utility, sanitary sewer, and emergency access easement; thence along said 30' utility, sanitary sewer, and emergency access easement line N 22°26'20" W a distance of 153.49' to a point; thence by the same by a curve to the right having a radius of 35.00', an arc length of 21.79', and a chord bearing of N 04°35'58" W a distance of 21.44' to a point; thence along other lands of Lehman's Crossing, A Planned Community, and lands now or formerly of Lehman's Crossing LLC N 66°50'22" E a distance of 292.65' to a point; thence along lands now or formerly of Chester F. Jr. and Joan E. Kamowski, Samuel E. and Joan Rupp, and Michael J. and Nancy E. Clinton S 23°09'39" E a distance of 356.22' to a point; thence along lands now or formerly of David R. and Ann L. Owings, and M & J Explosives S 21°22'39" E a distance of 415.00' to a point; thence along lands now or formerly of M & J Explosives N 86°57'21" E a distance of 163.59' to a point on the western dedicated right-of-way line of Long's Gap Road; thence along said right-of-way line S 17°45'23" E a distance of 142.26' to a point on the northern line of a 32' street and utility easement for Lehman's Drive, said point being the place of **BEGINNING**.

CONTAINING 164,705 sq. ft. (3.781 acres)

Convertible Real Estate No. 3

ALL THAT CERTAIN parcel of land situate in North Middleton Township, Cumberland County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point; said point being located along the south eastern tract line of Lehman's Crossing, A Planned Community, and being located S 72°37'48" W a distance of 300.34' from the intersection of the western dedicated right-of-way line of Long's Gap Road and the south eastern tract line of Lehman's Crossing, A Planned Community; thence along lands now or formerly of Ralph E. and Jayne E. Crone S 72°37'48" W a distance of 579.99' to a point; thence along lands now or formerly of David R. Jr. and Erica C. Myers N 53°14'38" W a distance of 92.19' to a point; thence along lands now or formerly of Susan D. Rose N 55°57'34" W a distance of 633.88' to a point; thence along lands now or formerly of Douglas K. and Geralyn M. Dellinger, Darick Gula, and Kim A. & Susan H. Renninger N 11°48'34" E a distance of 1002.91' to a point; thence along lands now or formerly of Lehman's Crossing LLC S 75°38'29" E a distance of 541.62' to a point; thence along other lands of Lehman's Crossing, A Planned Community, and the northern line of a 30' utility, sanitary sewer, and emergency access easement S 86°50'22" W a distance of 175.81' to a point; thence along the western line of the said easement by a curve to the left having a radius of 65.00', an arc length of 20.32', and a chord bearing of S 13°28'56" E a distance of 20.24' to a point; thence by the same and crossing the 32' street and utility easement for Chatham Drive S 22°26'20" E a distance of 185.49' to a point on the southern side of the said 32' street and utility easement; thence along the said 32' street and utility easement line N 67°33'40" E a distance of 34.47' to a point; thence along Phase 1 of Lehman's Crossing, A Planned Community S 22°26'19" E a distance of 310.00' to a point; thence by the same S 15°22'41" W a distance of 42.66' to a point; thence by the same S 05°40'00" W a distance of 41.78' to a point; thence by the same S 35°44'51" W a distance of 79.50' to a point; thence by the same S 59°22'45" W a distance of 82.03' to a point; thence by the same S 28°48'33" E a distance of 37.67' to a point; thence by the same S 52°23'56" E a distance of 69.61' to a point; thence by the same S 39°42'57" E a distance of 80.15' to a point; thence by the same S 25°46'42" E a distance of 77.68' to a point; thence by the same S 58°26'09" E a distance of 75.83' to a point; thence by the same S 28°47'23" E a distance of 70.09' to a point; thence by the same S 70°20'56" E a distance of 51.02' to a point; thence by the same S 69°59'54" E a distance of 66.61' to a point; thence by the same S 61°08'29" E a

distance of 56.72' to a point; thence by the same S 89°14'59" E a distance of 61.07' to a point; thence by the same S 60°05'20" E a distance of 7.75' to a point on the south eastern tract line of Lehman's Crossing, A Planned Community, said point being the place of **BEGINNING**.

CONTAINING 792,430 sq. ft. (18.192 acres)

EXHIBIT C

**PERCENTAGE INTEREST IN COMMON ELEMENTS,
SHARE OF COMMON EXPENSES
AND VOTES APPURTENANT TO UNITS**

Unit Identifying Number	Percentage Interest %	Number of Votes
Building 1		
Unit No. 1-A	5.00%	1
Unit No. 1-B	5.00%	1
Unit No. 1-C	5.00%	1
Unit No. 1-D	5.00%	1
Building 3		
Unit No. 3-A	5.00%	1
Unit No. 3-B	5.00%	1
Unit No. 3-C	5.00%	1
Unit No. 3-D	5.00%	1
Building 4		
Unit No. 4-A	5.00%	1
Unit No. 4-B	5.00%	1
Unit No. 4-C	5.00%	1
Unit No. 4-D	5.00%	1
Building 5		
Unit No. 5-A	5.00%	1
Unit No. 5-B	5.00%	1
Unit No. 5-C	5.00%	1
Unit No. 5-D	5.00%	1
Building 6		
Unit No. 6-A	5.00%	1
Unit No. 6-B	5.00%	1
Unit No. 6-C	5.00%	1
Unit No. 6-D	5.00%	1

EXHIBIT D

DECLARATION PLAN

(Separately Recorded in Cumberland County as Instrument Number _____)

EXHIBIT E

LEGAL DESCRIPTION OF WITHDRAWABLE REAL ESTATE

(Withdrawable Real Estate No. 1)
(Withdrawable Real Estate No. 2)
(Withdrawable Real Estate No. 3)

Withdrawable Real Estate No. 1

ALL THAT CERTAIN parcel of land situate in North Middleton Township, Cumberland County, Pennsylvania, bounded and described as follows, to wit:

COMMENCING the following three courses from the intersection of the western dedicated right-of-way line of Long's Gap Road and the south eastern tract line of Lehman's Crossing, A Planned Community; thence along said dedicated right-of-way line N 17°45'23" W a distance of 249.66' to a point at the intersection of the western dedicated right-of-way line of Long's Gap Road and the southern line of a 32' street and utility easement for Lehman Drive; thence along said easement line S 71°36'43" W a distance of 110.90' to a point; thence by the same by a curve to the right having a radius of 216.00', an arc length of 93.65', and a chord bearing of S 84°01'58" W a distance of 92.92' to the point of BEGINNING; thence along Phase 1 of Lehman's Crossing, A Planned Community S 06°27'12" W a distance of 94.04' to a point; thence by the same S 71°43'14" W a distance of 42.62' to a point; thence by the same S 79°03'42" W a distance of 36.70' to a point; thence by the same N 64°34'52" W a distance of 101.14' to a point; thence by the same N 42°05'50" W a distance of 56.35' to a point; thence by the same N 43°36'58" E a distance of 128.04' to a point on the southern 32' street and utility easement of Lehman's Drive; thence along said easement by a curve to the left having a radius of 216.00', an arc length of 146.45', and a chord bearing of S 64°07'24" E a distance of 143.65' to a point, said point being the place of BEGINNING.

CONTAINING 23,151 sq. ft. (0.531 acres)

Withdrawable Real Estate No. 2

ALL THAT CERTAIN parcel of land situate in North Middleton Township, Cumberland County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point; said point being located at the intersection of the western dedicated right-of-way line of Long's Gap Road and the northern line of a 32' street and utility easement for Lehman Drive, and being located N 17°45'23" W a distance of 281.66' from the intersection of the western dedicated right-of-way line of Long's Gap Road and the south eastern tract line of Lehman's Crossing, A Planned Community; thence along said easement line S 71°36'43" W a distance of 111.25' to a point; thence by the same by a curve to the right having a radius of 184.00', an arc length of 276.02', and a chord bearing of N 55°24'48" W a distance of 250.86' to a point; thence along the eastern line of the said easement N 22°26'20" W a distance of 490.19'

to a point; thence by the same by a curve to the left having a radius of 52.00', an arc length of 81.68', and a chord bearing of N 67°26'20" W a distance of 73.54' to a point on the northern line of a 32' street and utility easement for Chatham Drive; thence along said easement line S 67°33'40" W a distance of 114.00' to a point on the eastern line of a 30' utility, sanitary sewer, and emergency access easement; thence along said 30' utility, sanitary sewer, and emergency access easement line N 22°26'20" W a distance of 153.49' to a point; thence by the same by a curve to the right having a radius of 35.00', an arc length of 21.79', and a chord bearing of N 04°35'58" W a distance of 21.44' to a point; thence along other lands of Lehman's Crossing, A Planned Community, and lands now or formerly of Lehman's Crossing LLC N 66°50'22" E a distance of 292.65' to a point; thence along lands now or formerly of Chester F. Jr. and Joan E. Kamowski, Samuel E. and Joan Rupp, and Michael J. and Nancy E. Clinton S 23°09'39" E a distance of 358.22' to a point; thence along lands now or formerly of David R. and Ann L. Owings, and M & J Explosives S 21°22'39" E a distance of 415.00' to a point; thence along lands now or formerly of M & J Explosives N 66°57'21" E a distance of 163.59' to a point on the western dedicated right-of-way line of Long's Gap Road; thence along said right-of-way line S 17°45'23" E a distance of 142.26' to a point on the northern line of a 32' street and utility easement for Lehman's Drive, said point being the place of **BEGINNING**.

CONTAINING 164,705 sq. ft. (3.761 acres)

Withdrawable Real Estate No. 3

ALL THAT CERTAIN parcel of land situate in North Middleton Township, Cumberland County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point; said point being located along the south eastern tract line of Lehman's Crossing, A Planned Community, and being located S 72°37'48" W a distance of 300.34' from the intersection of the western dedicated right-of-way line of Long's Gap Road and the south eastern tract line of Lehman's Crossing, A Planned Community; thence along lands now or formerly of Ralph E. and Jayne E. Crone S 72°37'48" W a distance of 579.99' to a point; thence along lands now or formerly of David R. Jr. and Erica C. Myers N 53°14'35" W a distance of 92.19' to a point; thence along lands now or formerly of Susan D. Rose N 55°57'34" W a distance of 633.88' to a point; thence along lands now or formerly of Douglas K. and GERALYN M. Delinger, Darrick Gula, and Kim A. & Susan H. Renninger N 11°48'34" E a distance of 1002.91' to a point; thence along lands now or formerly of Lehman's Crossing LLC S 76°38'29" E a distance of 541.82' to a point; thence along other lands of Lehman's Crossing, A Planned Community, and the northern line of a 30' utility, sanitary sewer, and emergency access easement S 66°50'22" W a distance of 175.81' to a point; thence along the western line of the said easement by a curve to the left having a radius of 65.00', an arc length of 20.32', and a chord bearing of S 13°28'58" E a distance of 20.24' to a point; thence by the same and crossing the 32' street and utility easement for Chatham Drive S 22°26'20" E a distance of 185.49' to a point on the southern side of the said 32' street and utility easement; thence along the said 32' street and utility easement line N 67°33'40" E a distance of 34.47' to a point; thence along Phase 1 of Lehman's Crossing, A Planned Community S 22°26'19" E a distance of 310.00' to a point; thence by the same S 15°22'41" W a distance of 42.66' to a point; thence by the same S 05°40'00" W a distance of 41.78' to a point; thence by the same S 35°44'51" W a distance of 79.50' to a point; thence by the same S 59°22'45" W a distance of 82.03' to a point; thence by the same S 28°48'33" E a distance of 37.67' to a point; thence by the same S 52°23'58" E a distance of 59.61' to a point; thence by the same S 39°42'57" E a distance of 80.15' to a point; thence by the same S 25°46'42" E a distance of 77.68' to a point; thence by the same S

58°26'09" E a distance of 75.83' to a point; thence by the same S 28°47'23" E a distance of 70.09' to a point; thence by the same S 70°20'56" E a distance of 51.02' to a point; thence by the same S 69°59'54" E a distance of 66.61' to a point; thence by the same S 81°08'29" E a distance of 56.72' to a point; thence by the same S 88°14'59" E a distance of 61.07' to a point; thence by the same S 60°05'20" E a distance of 7.75' to a point on the south eastern tract line of Lehman's Crossing, A Planned Community, said point being the place of **BEGINNING**.

CONTAINING 792,430 sq. ft. (18.192 acres)

EXHIBIT F

BYLAWS OF LEHMAN'S CROSSING II OWNERS ASSOCIATION