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DECLARATION CREATING

AND ESTABLISHING

FAIR PROSPECT CONDOMINIUM

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**DECLARATION CREATING AND ESTABLISHING
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ARTICLE I.

Submission and Defined Terms

Section 1.1 DECLARANT. FAIR PROSPECT LLC, a Pennsylvania limited liability company, with principal offices at 212 Washington Avenue, Towson, Maryland 21204, ("Declarant"), owner in fee simple of the land described in Exhibit "A", attached hereto and by reference made a part hereof, located in Shrewsbury Township, York County, Pennsylvania, ("Land"), hereby submits the Land, together with all easements, rights and appurtenances thereto belonging ("Property"), to the provisions of the Pennsylvania Uniform Condominium Act, 68 Pa. C.S. Section 3101 et seq. ("Act"), and hereby creates with respect to the Property a flexible condominium to be known as "Fair Prospect Condominium" ("Condominium"). The property shall initially consist of one (1) building containing two (2) units, (units 1 and 2), pursuant to the terms of the Act and this Declaration. Declarant, through the construction and erection of additional units on additional and convertible real estate, may create a maximum of 90 units.

Section 1.2 EASEMENTS and LIENS. The Land submitted is subject to liens, mortgages, judgments, easements, licenses and other charges as are set forth in Exhibit "B" which is attached hereto.

Section 1.3 DEFINED TERMS.

- A. Terms not otherwise defined herein, in the By-Laws or in the Plats and Plans, as the same may be amended from time to time, shall have the meanings specified and/or used in the Act.
- B. The following terms are used or defined in general terms in the Act and shall have specific meanings hereunder as follows:
 - 1. "Additional real estate" - Real estate that may be added to a flexible condominium, as described in Exhibit "C" and as shown on Exhibit "E".
 - 2. "Association" - means the unit owners association of the Condominium.
 - 3. "Building" - means any building on the Land.

4. "Condominium" - means the Condominium described in Section 1.1 hereinabove.
5. "Convertible real estate" - A portion of a flexible condominium not within a building containing a unit, within which additional units or limited common elements, or both, may be created as described in Exhibit "C" and as shown on Exhibit "E".
6. "Declarant" - means the Declarant described in Section 1.1 hereinabove and all successors to any Special Declarant Rights.
7. "Executive Board" - means the Executive Board of the Condominium.
8. "Land" - means the land described in Exhibit "A" attached.
9. "Limited Common Elements" - means all of the parking spaces, sidewalks, driveways, and decks or patios (if any) and other areas as may be specifically shown on the Plats and Plans.
10. "Plats and Plans" - means the Plats and Plans attached hereto, marked as Exhibit "E", as the same may be amended from time to time.
11. "Property" - means the Land with all easements, rights and appurtenances thereunto belonging.
12. "Unit" - means a Unit as described herein and in the Plats and Plans, as the same may be amended from time to time.
13. "Special Declarant Rights" shall include, during the period of Declarant control, in accordance with the provisions of Section 3303(c) of the Act, the right to appoint or remove any officer of the Association or any Executive Board member. Initially, the Executive Board shall consist of three (3) members who shall be appointed, removed and replaced from time to time by the Declarant without the necessity of obtaining resignations. The transition from Declarant appointed members of the Executive Board to Unit Owners shall occur as follows:
 - a. No later than sixty (60) days after twenty-five (25%) percent of the Units are conveyed to Unit Owners other than the

Declarant, such Owners other than the Declarant shall elect two (2) Unit Owners, other than the Declarant, who shall supplement the three (3) members of the Executive Board appointed by the Declarant, thereby creating an Executive Board consisting of five (5) members.

- b. No later than the earlier of (i) one hundred eighty (180) days after the conveyance of seventy-five (75%) percent of the Units to Unit Owners other than the Declarant or (ii) seven (7) years following conveyance of the first Unit to an Owner other than the Declarant, the Owners other than the Declarant shall elect two (2) Owners other than the Declarant to the Executive Board to replace two (2) of the remaining Declarant-appointed members.
- c. No later than one hundred eighty (180) days after the conveyance of the last unit in the Condominium to an Owner other than the Declarant, the Unit Owners other than the Declarant shall elect one (1) Owner to replace the last remaining Declarant-appointed member. The Unit Owners on this Executive Board shall serve until the first regular election of the Executive Board held after the replacement of the last Declarant-appointed member.

14. "Withdrawable Real Estate" - real estate that may be withdrawn from the flexible condominium as described in Exhibit "C" and as shown on Exhibit "E".

C. The following terms when used hereunder or in the Bylaws shall have the meanings set forth below.

- 1. "Percentage Interest" - means each Unit Owner's undivided ownership interest in the Common Elements and share of Common Expense Liability appurtenant to each Unit as set forth in Exhibit "D" attached, as the same may be amended from time to time.
- 2. "Reserved Common Elements" - means portions of the Common Elements which the Executive Board may designate as such from time to time.
- 3. "Mortgagees" - means the institutional lenders holding a first mortgage encumbering any Unit in the Condominium.

- D. Among the improvements on the Land are the following: underground electric, natural gas and water utility lines, sewer lines and storm water lines, storm water stone trenches, private roadways all as shown on the Plats and Plans as attached hereto and made a part hereof, and any and all other improvements which a visual inspection of the premises would disclose.

ARTICLE II

Buildings on the Land: Unit Boundaries

Section 2.1 NUMBER AND LOCATION OF BUILDINGS. The location, dimensions and area of each of the buildings as shown on Exhibit "E".

Section 2.2 UNITS AND PERCENTAGE INTERESTS. The location of Units within each building is shown on the Plans attached hereto. Attached hereto as Exhibit "D" is a list of all Units, their Identifying Number, location (all as shown more fully on the Plats and Plans), type and the Percentage Interest appurtenant to each Unit, determined on the basis of equal interests for each Unit. The location of the Common Elements to which each Unit has direct access are shown on the Plats and Plans; balconies, terraces and fences if any, shown adjacent to any Unit are Limited Common Elements appurtenant to such Unit.

Section 2.3 UNIT BOUNDARIES.

A. Each Unit shall consist of:

1. A three dimensional space generally described by planes as follows, the location of which plane is as specifically designated on the Condominium Plat:

a. Bottom. The bottom of the Unit is a horizontal plane the elevation of which coincides with the elevations of four feet (4') below the lower most finished surface of the concrete slab floor or the basement floor of the building structure and shall include the foundation and footers.

b. Top. The top of each Unit is a horizontal plane the elevation of which coincides with one foot (1') above the uppermost surface of the outer shingles or other outer covering of the roof, and to the top of the chimney and shall include any other protrusion from the roof.

c. Perimeter. The perimeter of the Unit is circumscribed by vertical planes which are formed by the front, back and sides of the building structure and is more particularly shown on the Condominium Plat and is described as follows:

i. The front of the Unit shall consist of the outermost finished exterior surface of its front wall.

ii. The rear of the Unit shall consist of the outermost finished exterior surface of its rear wall.

iii. When a Unit is bounded on one side by another Unit, the party wall side of the Unit shall correspond to the center plane passing through the center of the party wall so as to enclose one half of the thickness of the party wall and the other side shall correspond to the outermost exterior surface of the non-party wall side.

2. Improvements. Each exterior or interior wall, part of party wall, roof, footer or footing, foundation, basement or other floor, column, girder, joints, beam, partition, window, storm window, screen, door, storm door, deck, patio, pipe, drain, gutter, wire, electrical device, duct, furnace, water shutter, chimney, steps or other improvement or structure (regardless of whether any of the same are load-bearing, provide support for the Unit or otherwise are part of its structure) which either (i) is in the airspace defined above, or (ii) is not in such airspace but forms a connected and integral part of, or is appended or affixed to, the improvements in such airspace, and does not lie on the land or in the airspace forming part of another Unit. Without limiting the generality of the foregoing, each (if any) fence, heating or air conditioning device on or above the surface of the ground outside of the Unit in the front yard or rear yard or side yard of the Unit shall be part of the Unit, provided that the space occupied by any such improvements shall not be part of the Unit and any fence which is a party wall shall only be included to its center, so as to include in the Unit only one half of its thickness.

B. No pipes, wires, conduits or other public utility lines or installations constituting a part of the overall utility systems designed for the service of any particular Unit, nor any of the structural members or portions of any Building nor any other property of any kind which is not removable without jeopardizing the soundness, safety or usefulness of the remainder of any Building shall be deemed to be a part of any Unit.

C. The electricity and natural gas supplied to each Unit is separately metered and is not a Common Expense. Water and sewer service supplied to each Unit if not separately billed to each Unit, shall be a Common Expense. Each Unit is individually heated.

Section 2.4 MAINTENANCE RESPONSIBILITIES. Notwithstanding the ownership of the various portions of the Common Elements and the Units by virtue of the foregoing boundary descriptions, the Units shall be maintained and repaired by each Unit owner and Common Elements shall be maintained and repaired by the Association in accordance with

the provisions of Section 3307 of the Act. All Common Expenses associated with the maintenance, repair and replacement of a Limited Common Element shall be assessed against the Units to which such Limited Common Element was assigned at the time the expense was incurred (in accordance with the provisions of Section 3314 of the Act) (in the same proportion as the Percentage Interest of such Unit bears to the aggregate of the Percentage Interest of all such Units). Unit owners shall be solely responsible for all exterior and interior maintenance and repairs with respect to their Units. Unit owners shall be responsible for maintenance, painting and repairs with respect to their Unit's roof, exterior walls, driveway, lead walk, stoop, and decks or patios, if applicable. In addition, Unit owners shall be responsible for snow removal from their respective driveways, lead walks, stoops, decks and/or patios. The Association shall assume responsibility for mulching and mowing of lawns.

Section 2.5 RELOCATION OF UNIT BOUNDARIES AND SUBDIVISION OF UNITS.

Relocation of Unit Boundaries and subdivision of Units will be permitted subject to the compliance therefore in Section 3214 and Section 3215 of the Act.

Section 2.6 UNIT DEEDS.

A Unit Deed conveying title to a Unit shall be recorded and shall include the following: (i) the name by which the Property is identified and known, viz. "Fair Prospect Condominium"; (ii) a statement that the Property is located in Shrewsbury Township, York County, Pennsylvania; (iii) a reference to the Declaration and the Declaration Plan, including reference to the place where the Declaration and the Declaration Plan and any amendments thereof, are recorded; (iv) the Unit Designation of the Unit in the Declaration Plan; (v) a reference to the last Unit Deed, if any, conveying such Unit, including the reference to the place where the same was recorded; and (vi) the Common Interest in the Common Elements assigned to the Unit by the Declaration and any amendments thereof.

Every Unit Deed, conveyance, lien or written instrument dealing with a Unit using the Unit Designation assigned to a Unit shall be deemed to include, without requiring specific reference thereto or enumerating them, all the appurtenances thereto, whether specifically described or not, and easements in favor of the Unit and similarly shall be subject to all easements in favor of others.

Section 2.7 COMMON ELEMENT PROVISIONS.

- A. The Common Elements are described in Article 2 hereof and are more particularly set forth and shown in the Declaration Plan.

- B. Each Unit has appurtenant and assigned to it a Common Interest in the Common Elements.
- C. The Common Interest of a Unit in the Common Elements shall be inseparable from each Unit, and any conveyance, lease, devise or other disposition or mortgage or other encumbrance of any Unit shall extend to and include the Common Interest of the Units in the Common Elements, whether or not expressly referred to in the instrument effecting the same. The Common Interest in the Common Elements and the fee titles to the respective Units conveyed therewith, shall not be separately conveyed, transferred, alienated or encumbered and each of said Common Interests shall be deemed to be conveyed, transferred, alienated or encumbered with its respective Unit notwithstanding the description in the instrument of conveyance, transfer, alienation or encumbrance may refer only to the fee title to the Unit.
- D. The Common Elements shall remain undivided and no action for partition or division of any part thereof shall be permitted, except as provided in the Act; and the Common Elements shall not be abandoned, encumbered, sold or transferred unless there shall be unanimous written approval thereof by all Unit Owners and the holders of first mortgage liens thereon.
- E. The Common Interest appurtenant to each Unit shall have a permanent character, shall be inseparable from each Unit and shall not be altered or changed except by an amendment to the Declaration duly executed by all of the Unit Owners affected thereby and recorded.
- F. Except as their use may otherwise be limited by the Condominium Documents, each Unit Owner, tenant and occupant of a Unit, and the family members, guests, agents and employees of such Unit Owner, tenant and occupant, may use the Common Elements in common with all other Unit Owners and tenants or occupants of other Units, and their respective family members, guests, agents and employees, in accordance with the purposes for which they are intended without hindering or encroaching upon the lawful rights of the other Unit Owners.
- G. No Unit Owner may exempt himself from liability with respect to the Common Expenses by waiver of the enjoyment of the right to use any of the Common Elements or by abandonment of his Unit or otherwise. Conversely, the Unit Owners Association's responsibility under paragraph k of this Section 7 shall be exercised without discrimination as between the various areas and types of Common Elements.

- H. The Association, and the Association's agents and employees, shall have the irrevocable right and easement to have access to each Unit from time to time during reasonable hours (or at any time in the event of an emergency) as may be necessary for the inspection, maintenance, repair or replacement of any of the Common Elements therein or accessible therefrom or the making of any addition or improvements thereto; or to make repairs to any Unit or the Common Elements if such repairs are reasonably necessary for public safety or to prevent damage to any other Unit or Units or the Common Elements; or to abate any violation of law, orders, rules or regulations of any governmental authorities having jurisdiction thereof.
- I. The Association shall, if requested, determine the purpose for which a Common Element may be used. The Association shall have the right to promulgate rules and regulations limiting the use of the Common Elements by Unit Owners and their respective families, guests, invitees and employees, subject to the right of a majority of the Unit Owners to change any such rules and regulations.
- J. The maintenance, repair, replacement, cleaning, sanitation, management, operation and use of the Common Elements and the making of any additions or improvements thereto shall be the responsibility of the Association and shall be carried out as provided in the By-Laws, but nothing herein contained shall be construed so as to preclude the Association from delegating these duties to a manager or agent or other persons, firms or other corporations.
- K. The Common Expenses incurred or to be incurred for the maintenance, repair, replacement, cleaning, sanitation, management, operation and use of the Common Elements and the making of any additions or improvements thereto shall be assessed by the Association against, and collected from, the Unit Owners.
- L. No Unit Owner shall do any work which would affect or alter any of the Common Elements, or jeopardize the soundness or safety of the Property, or impair any easement or hereditament therein without the unanimous consent of the Unit Owners affected thereby, unless permitted by the Rules and Regulations.
- M. The Association may assign its rights to receive future income, including income from common expense assessments, as security for debt of the Association, and may encumber parts of the Common Elements as security for Association borrowings or may sell off unneeded portions of the

Common Elements pursuant to Section 3318 (b) of the Act.

ARTICLE III

Allocation and Restriction of Common Elements

Section 3.1 ALLOCATION OF LIMITED COMMON ELEMENTS. Portions of the Common Elements may be marked on the Plans as "Common Elements which may be assigned as Limited Common Elements." These portions of the Common Elements include, without limitation, all portions of the Common Elements allocated by the Declaration or by operation of Section 3202(2) or (4) relating to Unit boundaries of the Act for the exclusive use of one or more but fewer than all of the Units in the Common Elements. Declarant reserves the right to assign these portions as Limited Common Elements for the exclusive use of certain Unit Owners to whose Units these portions shall become appurtenant. The Declarant may assign such Common Elements as Limited Common Elements portions or areas pursuant to the provisions of Section 3209(c) of the Act by making such an assignment in the deed to the Unit to which such Limited Common Element portions or areas shall be appurtenant and subsequently confirming such assignment by recording an appropriate amendment to this Declaration or to the Plans.

Section 3.2 DESIGNATION OF RESERVED COMMON ELEMENTS. "Reserved Common Elements" are those parts of the Common Elements which may be used by less than all of the Unit Owners or by non-owners of any Units for specified periods of time. The Executive Board shall have the discretionary power to designate the Common Elements which shall be Reserved Common Elements, to grant reserved rights to any or less than all of the Unit Owners or to others, and to establish reasonable charges and conditions for the use and maintenance thereof. Included in the Reserved Common Elements may be one Unit to be used as the residence of the Condominium Manager, meeting rooms, parking spaces, and such areas as the Executive Committee may designate for commercial uses.

Section 3.3 SURFACE PARKING SPACES. There are surface automobile parking areas situated on private streets. Any such surface parking spaces on the Property shall be deemed Common Elements and shall be available for the use of Unit Owners on a "first come, first served" basis, except as the Executive Board may otherwise determine. During the period of control by the Declarant, the Declarant shall have the right to restrict the use of certain surface parking spaces for sales, construction, management and other purposes.

ARTICLE IV
Easements

Section 4.1 DECLARANT'S EASEMENT TO FACILITATE MARKETING.

- A. Declarant and any builder shall have the right to maintain models, management offices and sales offices on the Property and to relocate such models, management offices and sales offices from time to time within the Property. The models, management offices, and sales offices constituting a portion of the Common Elements shall be subject to the following requirements:
1. The number of models maintained by the Declarant or any builder within the Common Elements shall not exceed one (1) model for each type of Unit. The size of each such model shall not exceed the size of the comparable Unit.
 2. In addition to the models maintained by the Declarant or any builder on the Common Elements, Declarant and builder shall have the right to maintain within the Common Elements not more than two (2) offices for sales and management purposes. Each such sales or management office may exceed the size of the largest Unit.
- B. Declarant or any builder shall have the right to maintain on the Property such advertising signs as Declarant or builder in its sole discretion may deem appropriate, provided that such signs comply with applicable governmental requirements. Declarant or any builder may from time to time relocate such advertising signs.

Section 4.2 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 or authorities for such utility and service lines and equipment as may be necessary or desirable to serve any portion of the Property. The easements created in this Section 4.2, 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, television equipment and facilities, electrical 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 4.2, 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 4.3 **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 4.3, expressly includes the right to cut any trees, bushes, or shrubbery, to grade the soil, or to take any other action reasonably necessary, following which the Declarant shall restore the affected property as closely to its original condition as practicable.

Section 4.4 **DECLARANT'S EASEMENT FOR DEVELOPMENT OF ADDITIONAL AND/OR CONVERTIBLE REAL ESTATE.**

- A. Declarant, its successors or assigns, 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 Additional and/or Convertible Real Estate. This easement shall not be extinguished except in accordance with Section 4.4(c) of this Declaration. In the event that no annexation of the Additional Real Estate occurs, said easement shall continue indefinitely, run with the land, and inure to the benefit of the Declarant and Declarant's successors and assigns thereby providing unimpeded ingress and egress to said Additional Real Estate and/or any Improvements constructed thereon. This easement includes, 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.
- B. Declarant's right to maintain models and offices on the Common Elements under this Section 4.4, is subject to the limitation that Declarant may not maintain on the Common Elements more than two (2) models or offices pertaining to Declarant's activities on the Additional and/or Convertible Real Estate. Such models or offices maintained by Declarant pursuant to this Section 4.4, may be located on any portion of the Common Elements not

located in a Building which contains Units, and may be relocated and removed by the Declarant at Declarant's sole discretion.

- C. The Easement created by this Section 4.4, shall terminate seven (7) years from recordation of this Declaration. Declarant, upon the annexation of all of the Additional and/or Convertible Real Estate to the Condominium, shall have the easements and rights for the conduct of construction and marketing activities with respect to the Condominium as are otherwise provided in the Act and this Declaration.

Section 4.5 EASEMENT FOR USE OF COMMON AREAS.

- A. Each Unit Owner, its employees, clients, guests and family are hereby granted a nonexclusive perpetual right and easement of access to and enjoyment in common with others of the amenities of the parking lots, lawns, open spaces, and outdoor equipment located on the Common Elements.
- B. The rights and easements of access and enjoyment created hereby shall be subject to the right of the Association to adopt rules and regulations concerning the use of the parking lots, lawns, open spaces, and outdoor equipment located on the Common Elements.
- C. As a condition of the enjoyment of this easement for use of Common Areas, the record owners of Units in the Condominium Project shall pay to the Association, each month, an assessment levied exclusively for a proportionate share of the costs for the management, operation, repair, replacement, and maintenance of the parking lots, lawns, open spaces and any outdoor equipment located on the Common Elements. The assessment payable by each such Unit record owner shall equal the amount determined by multiplying the actual operational expenses by the Unit Owner's percentage interest as calculated in accordance with the within Declaration. The Unit Owner assessments levied under this paragraph may be adjusted periodically by the Association to reflect changes in operational expenses and changes in percentage interests as the result of the addition of Condominium Units to the Condominium Project.

Section 4.6 EASEMENT FOR REPAIRS AND MAINTENANCE. Each Unit shall be and is hereby made subject to an easement in favor of the other Unit Owners for reasonable access, ingress, and egress in connection with the installation and completion and the subsequent maintenance, repair, permitted alteration, and replacement, if any, by and other Unit Owners, of their respective Units. The above easements shall be for the

benefit of all Unit Owners, their agents, lessees, and employees; provided, however, that any such exercise of the easement created by this paragraph shall be subject to such rules, regulations, and limitations as may be promulgated by the Executive Board, and shall cause no more than minimal disturbance to any other Unit Owner. In the event any other Unit Owner shall cause any damage to the Common Elements or any Unit through which such access is taken, the Unit Owner responsible for such damage shall be liable for the prompt repair thereof. In the event any other damage is inflicted upon such Unit, or if the Unit Owner exercising the easement created by this paragraph violates such rules, regulations or limitations as may be created by the Executive Board with respect to such easement rights, the Association shall have the right to restrict or revoke such easement with regard to the abusive Unit Owner.

ARTICLE V

Additional, Convertible and Withdrawable Real Estate

Section 5.1 DECLARANT'S INTENTIONS REGARDING ADDITIONAL REAL ESTATE. It is the intention of the Declarant to add the Additional and Convertible Real Estate as described in Exhibit "C" to the Condominium Project, which Additional Real Estate will contain Additional Units which will be similar to the Units set forth in Exhibit "E". Each Unit set forth in Exhibit "E" will be substantially constructed before that Unit is conveyed. Each Unit in each successive area committed to this Condominium Project, on either Additional and/or Convertible Real Estate, shall be substantially constructed before that Unit is conveyed. It is the intent of the Declarant to construct an additional forty-four (44) Buildings containing an additional eighty-eight (88) Units. Although it is the intention of the Declarant to construct additional Buildings and Units as set forth hereinabove, Declarant reserves the sole right to make decisions with respect to future construction, as well as the sole right to make decisions as to the style and type of any Buildings or Units to be constructed. No assurances are made or provided herein with respect to the boundaries or the order of adding or withdrawing any additional or withdrawable real estate.

Section 5.2 ADDITIONAL AND WITHDRAWABLE REAL ESTATE RESERVATIONS. Declarant reserves unto itself the right to add Additional Real Estate areas to this Condominium and to withdraw Real Estate areas, at a later date, if Declarant deems it necessary or required. At the expiration of seven (7) years from the date of recording of this Declaration, the right of Declarant to add or withdraw areas from the Condominium will lapse, provided, nevertheless, that Declarant may, in its sole discretion, by proper amendment to this Declaration, terminate this option at any time prior to the expiration of seven (7) years from the date of recording of this Declaration. Notwithstanding any of the foregoing, however, in the event that Real Estate is withdrawn from the Condominium, Declarant shall grant easements (to the extent that easements are

not automatically provided by the Act) to the Condominium Association for any utilities, drainage, maintenance, ingress and egress, or other easements necessary for the continued operation of the Association.

Section 5.3 EFFECT ON SHARE OF COMMON ELEMENT INTEREST, VOTING, EXPENSE LIABILITY. Upon the addition of Additional Real Estate to the Condominium, the respective existing Unit Owners' share of the Common Element Interest, Common Expense Liability and relative voting strength will be recalculated so that at all times each Unit Owner shall have one (1) vote and each Unit Owners' share of the Common Interest and Common Expense Liability shall be described as a fraction, the denominator of which is the total number of Units which are permanently committed to the Condominium Project and the numerator of which is the numeral one (1). Accordingly, all Unit Owners will have an equal vote, an equal interest share of the Common Elements and an equal share of the Common Expense Liability.

Section 5.4 MISCELLANEOUS REQUIRED STATEMENTS REGARDING ADDITIONAL, CONVERTIBLE AND WITHDRAWABLE REAL ESTATE.

- A. No assurances are made herein with respect to the boundaries of any additional, convertible or withdrawable real estate or the order of adding or withdrawing said real estate. In the event that additional or withdrawable real estate is converted, added or withdrawn, there is no requirement that all or any particular portion of that or any other real estate must be converted, added, or withdrawn.
- B. The maximum number of units that may be created in the additional real estate consisting of 21.14 acres shall be no more than 88 units, all of which shall be for residential use.
- C. The maximum number of units per acre shall be six (6).
- D. As set forth in paragraph 5.1 hereinabove, it is the intent of the Declarant to construct buildings and units similar in architectural style, quality of construction and size, however, Declarant reserves the sole right to change any of the foregoing and, therefore, no assurances are made with respect to style, quality or size.
- E. Any and all restrictions in this Declaration affecting use, occupancy and alienation of units shall apply to all new units.

- F. No assurances are made with respect to the other types of improvements and limited common elements that may be created on the additional real estate.
- G. No assurances are made with respect to any limitations as to the location of any buildings or other improvements that may be made on the additional real estate.
- H. Although it is anticipated that limited common elements created within the additional real estate will be of the same general types and sizes as those within the initial phase of the Condominium, Declarant reserves the sole right to make decisions in accordance with the foregoing and, therefore, no assurances are made in this regard.
- I. Although it is intended that the proportion of limited common elements to units created within any additional real estate will be approximately equal to the proportion existing within other parts of the Condominium, the Declarant reserves the sole right to make changes and, therefore, no assurances are made in this regard. In the event that any or all of the additional real estate is not added, none of the assurances set forth hereinabove in this Section shall apply.

ARTICLE VI

Amendment to Declaration

Section 6.1 AMENDMENT GENERALLY. This Declaration may be amended only in accordance with the procedures specified in Section 3219 of the Act, the other Sections of the Act referred to in Section 3219 thereof and Section 6.2 hereof.

Section 6.2 RIGHTS OF SECURED LENDERS. Subject to the limitations imposed by Section 3221 of the Act, no amendment of this Declaration may be made without the prior written approval of all record holders of first mortgages on Units if and to the extent that such approval is required by the Act, and if and to the extent that such amendment would have the effect of terminating or abandoning the condominium (except for termination or abandonment as a result of a taking of all the Units by eminent domain), or abandoning, encumbering, selling or transferring the Common Elements, or partitioning or subdividing any Unit or the Common Elements, or changing the Common Element interest or liability for Common Expenses of the Unit Owners. The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements shall not be deemed to be a transfer within the meaning of this Section.

ARTICLE VII
Condemnation

Section 7.1 PARTIAL TAKING WITHOUT DIRECT EFFECT ON UNITS. If part of the Condominium shall be taken or condemned by any authority having the power of eminent domain, such that no Unit nor Limited Common Element appurtenant thereto is taken, all compensation and damages for and as a result of the taking of the Common Elements, exclusive of compensation for consequential damages to certain affected Units, shall be payable to the Association as Trustee for all Unit Owners or lessees, and mortgagees according to the loss or damage in their respective interest in such Common Elements. The Association, acting through the Board of Directors, shall have the right to act on behalf of the Unit Owners or lessees with respect to the negotiation and litigation of the issues with respect to the taking and compensation affecting the Common Elements, without limitation on the right of such Unit Owners or lessees to represent their own interest. Such proceeds shall be used in accordance with the provisions of the By-Laws. Nothing herein is to prevent Unit Owners or lessees whose Units are specifically affected by the taking or condemnation from joining in the condemnation proceedings and petitioning on their own behalf for consequential damages relating to loss of value of the affected Units or personal improvements therein, exclusive of damages relating to Common Elements. In the event that the condemnation award does not allocate consequential damages to specific Unit Owners or lessees, but by its terms includes an award for reduction in value of Units and land without such allocation, the award shall be divided between affected Unit Owners or lessees, and the Association as their interest may appear. In the event of a dispute with respect to allocation, said dispute shall be settled in accordance with and subject to the rules of the American Arbitration Association.

Section 7.2 PARTIAL OR TOTAL TAKING DIRECTLY AFFECTING UNITS. If part or all the condominium shall be taken or condemned by any authority having the power of eminent domain, such that any Unit or any part thereof is taken, the Association shall have the right to act on behalf of the owners or lessees with respect to Common Elements as above stated, and the proceeds shall be payable as outlined above. The Unit Owners or lessees directly affected by such taking shall represent and negotiate for themselves with respect to the damages affecting their respective Units. The awards so made shall be distributed through the Association first to restore the Units and common buildings or facilities on the remaining land of the condominium in the same manner as provided for restoration under the By-Laws to the extent possible, attempting to rebuild the buildings containing new Units of the same number, size and basic plan as the Units taken with any excess award distributed in accordance with the provisions of the By-Laws. In the event that the Board of Directors determines that such a taking so removes land and buildings containing Units that they determine cannot effectively be restored or replaced substantially in compliance with the building plans, and unless seventy-five (75%) percent of the Unit Owners or lessees and holders of first mortgages encumbering seventy-five (75%) percent of the undivided interest of the Common Elements subject to mortgages vote to accept an alternative plan, then the Association shall

submit the issue to arbitration in accordance with the rules of the America Arbitration Association, but not under its auspices, for remedies with respect to the continued existence or reform of the Condominium, the division of the award as to the taking and remaining units, and such other remedies as may be required.

ARTICLE VIII
Use Restrictions

Section 8.1 USE AND OCCUPANCY OF UNITS AND COMMON ELEMENTS. The occupancy and use of the Units and Common Elements shall be subject to the following restrictions:

- A. No use or practice shall be permitted in any Unit which is determined by the Executive Board to be a source of undue annoyance to the Owners or occupants of other Units or interferes with the peaceful possession or proper use of the Property by such other Owners or occupants.
- B. 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.

ARTICLE IX
Leasing

A Unit Owner may lease or sublease his Unit at any time and from time to time provided that (except for a lease or sublease made by the Declarant):

- A. No Unit may be leased, initially, for less than a one (1) year term.
- B. No portion of a Unit (less than the entire Unit) may be leased for any period.
- C. No Unit may be leased or subleased without a written lease or sublease.
- D. A copy of such lease or sublease shall be furnished to the Executive

Board within ten (10) days after execution thereof.

- E. The rights of any lessee or sublessee of the Unit shall be subject to, and such lessee or sublessee shall bound by, the covenants, conditions and restrictions set forth in the Declaration, By-Laws, and Rules and Regulations, and a default thereunder shall constitute a default under the lease or sublease.
- F. The Association may assess Owners of leased Units an extra charge for administrative expenses.
- G. The foregoing shall not excuse the Owner of a Unit from his, her or its duty to pay any common expense assessments.

ARTICLE X
Limitation of Liability

Section 10.1 LIMITED LIABILITY OF THE EXECUTIVE-BOARD. The Executive Board and its members in their capacity as members, officers and employees:

- A. Shall not be liable for the failure of any service to be obtained by the Executive Board and paid for by the Association, or for injury or damage to persons or Property caused by the elements or by another Unit Owner or person on the Property, or resulting from electricity, gas, water, rain, dust or sand which may leak or flow from the outside or from any part of the Building, or from any of its pipes, drains, conduits, appliances or equipment, or from any other place unless in each such instance such injury or damage has been caused by the willful misconduct or gross negligence of the Association or the Executive Board;
- B. Shall not be liable to the Unit Owners as a result of the performance of the Executive Board members' duties for any mistake of judgment, negligence or otherwise, except for the Executive Board members' own willful misconduct or gross negligence;
- C. Shall have no personal liability in contracts to a Unit Owner or any other person or entity under any agreement, check, contract, deed, lease, mortgage, instrument or transaction entered into by them on behalf of the Executive Board or the Association in the performance of the Executive Board members' duties;

- D. Shall not be liable to a Unit Owner, or such Unit Owner's tenants, employees, agents, customers or guests, for loss or damage caused by theft of or damage to personal property left by such Unit Owner or his tenants, employees, agents, customers or guests in a Unit, or in or on the Common Elements or Limited Common Elements, except for the Executive Board members' own willful misconduct or gross negligence;
- E. Shall have no personal liability in tort to a Unit Owner or any other person or entity, direct or imputed, by virtue of acts performed by or for them, except for the Executive Board members' own willful misconduct or gross negligence in the performance of their duties; and
- F. Shall have no personal liability arising out of the use, misuse or condition of the Building, or which might in any way be assessed against or imputed to the Executive Board members as a result of or by virtue of their performance of their duties, except for the Executive Board members' own willful misconduct or gross negligence.

Section 10.2 INDEMNIFICATION. Each member of the Executive Board, in his or her capacity as an Executive Board member, officer or both, shall be indemnified by the Association against all expenses and liabilities, including attorney fees, reasonably incurred by or imposed upon him or her in connection with any proceeding in which he or she may become involved by reason of his or her being or having been a member and/or officer of the Executive Board, or any settlement of any such proceeding, whether or not he or she is an Executive Board member, officer of both at the time such expenses are incurred, except in such cases wherein such Executive Board member and/or officer if adjudged guilty of willful misconduct or gross negligence in the performance of his or her duties; provided that, in the event of a settlement, this indemnification shall apply only if and when the Executive Board (with the affected member abstaining if he or she is then an Executive Board member) approves such settlement and reimbursement as being in the best interest of the Association; and provided, further, that indemnification hereunder with respect to any criminal action or proceeding is permitted only if such Executive Board member and/or officer had no reasonable cause to believe his or her conduct was unlawful. The indemnification by the Unit Owners as forth in this Section 10.2 shall be paid by the Association on behalf of the Unit Owners and shall constitute a Common Expense and shall be assessed and collectible as such. Such right of indemnification shall not be deemed exclusive of any other rights to which such Executive Board member and/or officer may be entitled as a matter of law or agreement or by vote of the Unit Owners or otherwise.

ARTICLE XI
Insurance

Section 11.1 POWER OF ATTORNEY. The Association is hereby irrevocably appointed as the attorney-in-fact for each Unit Owner and each holder of a mortgage or other lien upon a Unit and for each Owner of any other interest in the Property for the purpose of purchasing and maintaining insurance as set forth in Section 11.3 below including: the collection and appropriate disposition of the proceeds thereof; the negotiation of losses and execution of the releases of liability; the execution of all documents; and the performance of all other acts necessary to accomplish such purposes.

Section 11.2 EXECUTIVE BOARD. The Executive Board shall have the option, in its sole discretion, of naming as an insured, on behalf of the Association, an Insurance Trustee with whom the Association has entered into an Insurance Trust Agreement. The duty of the Insurance Trustee shall be to receive, hold or otherwise properly dispose of, in accordance with Section 3312 of the Act, proceeds of insurance designated in the Insurance Trust Agreement in trust for Unit Owners and their eligible mortgages as their interests may appear.

Section 11.3 TYPES AND AMOUNT OF INSURANCE. Commencing not later than the time of the conveyance of the first Unit to a person other than the Declarant, the Association shall, to the extent reasonably available, shall obtain and maintain the types and amounts of insurance set forth below. Except as otherwise provided, the premiums for all such insurance policies shall be a Common Expense.

A. Hazard Insurance. Hazard insurance, or such other fire and casualty insurance, to the extent reasonably available, providing coverage for the Common Elements and common personal property and supplies belonging to the Association, excluding the Units, as they are defined in accordance with Section 2.3. Such hazard insurance shall insure against all risks of direct physical loss commonly insured against. If such hazard insurance becomes no longer available in the future, the Association shall obtain such comparable insurance as is then available.

1. Such hazard insurance shall afford protection against at least the following:

- a. Loss or damage by fire and other perils normally covered by the standard extended coverage endorsement, including earthquake coverage;
- b. All other perils which are customarily covered with respect to projects similar in construction, location and

use, including all perils normally covered by the standard "all risk" endorsement, where such is available;

2. Such hazard insurance policy may, at the option of the Association, contain a "deductible provision" in an amount to be determined by the Executive Board but not to exceed \$10,000.00.

B. Comprehensive Liability Insurance. Comprehensive liability insurance policies, complying with the requirements of Section 11.4 hereof, insuring the Unit Owners, in their capacity as Unit Owners and the Association members and any managing agent retained by the Association, against any liability to the public or to other Unit Owners, their tenants or invitees, relating in any way to the ownership, operation, maintenance and/or use of the Common Elements and any part thereof, the public ways of the project, and any other areas under the Association supervision, and commercial spaces owned by the Association whether or not leased to some third party.

1. Such insurance policy shall contain a "severability of interest endorsement" or equivalent coverage which precludes the insurer from denying the claim of a Unit Owner because of the negligent act of the Association or another Unit Owner.
2. Limits of liability shall be at least \$1,000,000.00 covering all claims for personal injury and/or property damage arising out of a single occurrence.

C. Indemnification Insurance. Insurance to satisfy the indemnification obligations of the Association and all Unit Owners as set forth in Section 10.2 of this Declaration of the Association, if and to the extent available at the election of the Executive Board.

D. Other Insurance. The Association may carry other insurance as it deems appropriate to protect the Association or Unit Owners.

Section 11.4 ADDITIONAL REQUIREMENTS.

A. Insurance Premiums: A Common Expense. All premiums for the policy of insurance to maintained by the Executive Board pursuant to Section 11.3 hereof shall be a Common Expense.

- B. Insurance of Individual Unit Owners. Each individual Unit Owner shall be responsible for obtaining additional insurance at its own expense, including, without limitation, the value of the Unit as defined in Section 2.3, the value of any personalty or any improvements which are not included as commonly insured real property and all betterments to its Unit; provided, however, that no Unit Owner shall be entitled to exercise its right to maintain insurance coverage in such a way as to decrease the amount which the Executive Board, on behalf of the Unit Owners, may realize under any insurance policy to be maintained pursuant to Section 11.3 hereof. In no event shall the aggregate amount of insurance obtained pursuant to Section 11.3 and the within Section be less than the amount of the initial principal sum of all eligible mortgages in effect from time to time.

ARTICLE XII

Assignability of Declarant's Rights

Declarant may assign any or all of its rights or privileges reserved or established by this Declaration or the Condominium Act in accordance with the provisions of the Condominium Act. Declarant's assignability rights shall include, without limitation, the Special Declarant Rights, as set forth in Section 3103 of the Act.

ARTICLE XIII

Termination

The condominium formed pursuant to this Declaration and the By-Laws attached hereto may be terminated pursuant to Section 3220 of the Act by action of the Unit Owners as follows:

- A. Unit Owners may remove their property from the provisions of the Pennsylvania Uniform Condominium Act and this Declaration by an instrument to that effect, recorded and containing the signatures of ninety (90%) percent of the Unit Owners provided the holders of all liens affecting any of the Units consent thereto or agree in either case by recording instruments, that their liens be transferred to an undivided interest in the property, and provided that until the additional land has been added or Declarant's right to expand terminated, Declarant consents thereto in writing.
- B. Upon the removal of the property from the provisions of the Pennsylvania Uniform Condominium Act and this Declaration, the Unit Owners shall have

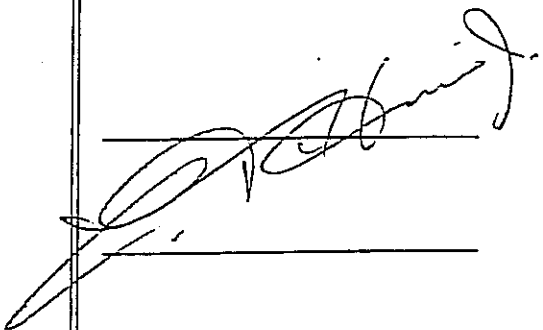
deemed to own the property as tenants in common with undivided interest in the percentage of undivided interest previously owned by each owner in the Common Elements and as long as tenancy in common continues. Each Unit Owner shall have an exclusive right of occupancy of that portion of the property which formerly constituted his Unit.

- C. Upon removal of the property from the provisions of the Pennsylvania Uniform Condominium Act and this Declaration, any rights the Unit Owners may have to the assets of the Association shall be in proportion to their respective undivided interest in Common Elements immediately prior to the recordation of the instrument referred to in subsection a.
- D. The removal provided for in this section shall not bar the subsequent resubmission of the property to the provisions of the Pennsylvania Uniform Condominium Act and this Declaration.

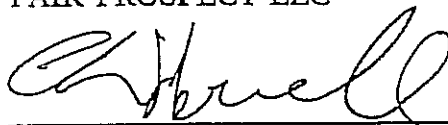
IN WITNESS WHEREOF, the undersigned has hereunto set their hands and seals
this 9th day of July, 2002.

WITNESS:

DECLARANT
FAIR PROSPECT LLC



By:



Christopher S. Howell, Member *Do not inc*

By:



Samuel R. Rothblum, Member *Do not ind*

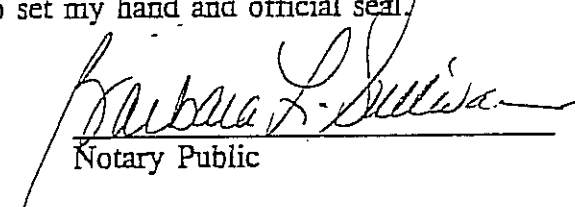
COMMONWEALTH OF PENNSYLVANIA)

SS:

COUNTY OF YORK)

On this, the 9th day of July, 2002, before me, a Notary Public, the undersigned officer, personally appeared **Christopher S. Howell and Samuel R. Rothblum**, who acknowledged themselves to be all of the members of FAIR PROSPECT LLC, a Pennsylvania limited liability company, and that as such members, and by virtue of and in pursuance of the authority therein conferred upon them, acknowledged the said indenture to be the act and deed of FAIR PROSPECT LLC.

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


Notary Public

My Commission Expires:

Mail Recorded Document to:

Laurence T. Himes, Jr., Esquire
129 East Market Street
York, Pennsylvania 17401

NOTARIAL SEAL
Barbara L. Sullivan, Notary Public
City of York, County of York
My Commission Expires June 1, 2004

GARDY, HOWE, HENNING, SCHULMANN LLP
ATTORNEYS AT LAW
129 EAST MARKET STREET
YORK, PENNSYLVANIA 17401
TELEPHONE (717) 766-8854

CONSENT

PRESIDENTIAL HEIGHTS ASSOCIATES, a Pennsylvania general partnership, holder of the following listed mortgage, does hereby consent to the terms and conditions and the filing of the within Declaration creating the Fair Prospect Condominium:

Original amount	\$1,260,000.00
Date of mortgage	7/2/01
Date recorded	7/2/01
Place of recording	Land Records Book 1444, Page 6458

WITNESS:

PRESIDENTIAL HEIGHTS ASSOCIATES,
a Pennsylvania general partnership

Carroll Anderson

By: Carroll Anderson

COMMONWEALTH OF PENNSYLVANIA)

SS:

COUNTY OF YORK)

On this, the 9th day of July, 2002, before me, the undersigned officer, personally appeared Carroll Anderson who acknowledged himself to be a partner of PRESIDENTIAL HEIGHTS ASSOCIATES, a Pennsylvania general partnership, and that he as such officer/representative, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the institution by himself as such officer/representative.

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

Barbara L. Sullivan
Notary Public

My Commission Expires:

<p>NOTARIAL SEAL Barbara L. Sullivan, Notary Public City of York, County of York My Commission Expires June 1, 2004</p>

CONSENT

BANK OF HANOVER AND TRUST COMPANY, a PA corporation, Assignee of PRESIDENTIAL HEIGHTS ASSOCIATES, does hereby consent to the terms and conditions and the filing of the within Declaration creating the Fair Prospect Condominium:

Date of assignment 11/8/01
Date of recording
Place of recording Land Records Book ____, at Page ____

WITNESS: BANK OF HANOVER AND TRUST COMPANY

Charles A. Wurske

By: William Kametz
Name: William Kametz
Title: Senior Vice President

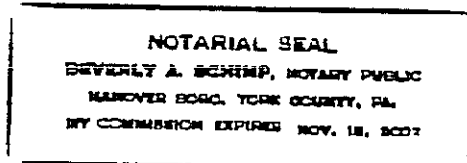
COMMONWEALTH OF PENNSYLVANIA)
)
) SS:
)
COUNTY OF YORK)

On this, the 19th day of July, 2002, before me, the undersigned officer, personally appeared William Kametz, who acknowledged himself to be Senior Vice President of BANK OF HANOVER AND TRUST COMPANY, a PA corporation, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the institution by himself as such officer.

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

Beverly A. Schimp
Notary Public

My Commission Expires: 11-12-2002



CONSENT

BRANCH BANKING AND TRUST COMPANY, a North Carolina corporation, holder of the following listed mortgage, does hereby consent to the terms and conditions and the filing of the within Declaration creating the Fair Prospect Condominium:

Original amount \$643,000.00
Date of mortgage 7/2/01
Date recorded 7/2/01
Place of recording Land Records Book 1444, Page 6431

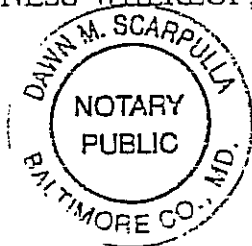
WITNESS: BRANCH BANKING AND TRUST COMPANY

Dawn Scarpulla By: Jan L. Rupp
Name: Jan L. Rupp
Title: Vice President

STATE OF MARYLAND)
~~COMMONWEALTH OF PENNSYLVANIA~~)
SS:
COUNTY OF ~~YORK~~ BALTIMORE)

On this, the 9th day of July, 2002, before me, the undersigned officer, personally appeared Jan L. Rupp, who acknowledged ^{her} ~~him~~ self to be Vice President of BRANCH BANKING AND TRUST COMPANY, a North Carolina corporation, and that she as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the institution by ^{her} ~~him~~ self as such officer.

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



Dawn Scarpulla
Notary Public

My Commission Expires: 1/1/05

EXHIBIT "A"
the Land

BEGINNING at a point on line of property belonging to Presidential Heights Associates, said point being a corner of property known as Additional, Convertible and Withdrawable Real Estate; thence along said property known as Additional, Convertible and Withdrawable Real Estate, North one (1) degree, nine (09) minutes, twelve (12) seconds West, two hundred five and ninety-six one-hundredths (205.96) feet to a point; thence by the same, along the arc of a curve to the right having a radius of one hundred sixty-five and zero one-hundredths (165.00) feet, a distance of one hundred fifty-seven and sixty-one one-hundredths (157.61) feet, the chord of which is South seventy-six (76) degrees, nine (09) minutes, twenty-two (22) seconds East, one hundred fifty-one and sixty-one one-hundredths (151.61) feet to a point; thence by the same South forty-five (45) degrees, thirty-one (31) minutes, fifty (50) seconds East, seventy and fifty-seven one-hundredths (70.57) feet to a point; thence along an area to be dedicated for a roadway, South forty-four (44) degrees, twenty-nine (29) minutes, zero (00) seconds West, one hundred seventy-four and twenty-five one-hundredths (174.25) feet to a point; thence along above mentioned property belonging to Presidential Heights Associates, along the arc of a curve to the left having a radius of ninety-five and ninety-three one-hundredths (95.93) feet, a distance of thirty-three and sixty-one one-hundredths (33.61) feet, the chord of which is North sixty-four (64) degrees, twenty-three (23) minutes, twenty-nine (29) seconds West, thirty-three and forty-four one-hundredths (33.44) feet to a point; thence by the same South seventy-five (75) degrees, fifty-four (54) minutes, forty (40) seconds West, forty-two and forty-three one-hundredths (42.43) feet to a point, the place of BEGINNING.
CONTAINING 28,812 Sq. Ft. (0.66 Acre)

Exhibit "B"

Liens, Mortgages, Judgments, Easements,
Licenses and Other Charges

The property owned by Fair Prospect, LLC, in Shrewsbury Township, is encumbered, as follows:

- a. Fair Prospect, LLC to Branch Banking and Trust Company, dated July 2, 2001 and recorded July 2, 2001, original amount of \$643,000.00, York County Land Record Book 1444, page 6431. Assignment of Contracts of Sale and Accounts in Land Record Book 1444, page 6454.
- b. Fair Prospect, LLC to Presidential Heights Associates, dated July 2, 2001 and recorded July 2, 2001, original amount of \$1,260,000.00, York County Land Record Book 1444, page 6458.
- c. Subject to any restrictions, easements, building setback lines, etc. which may be shown on Subdivision Plan Book RR, page 319 and RR, page 356.
- d. Restrictions, covenants and conditions as set forth in Land Record Book 1444, page 6427.
- e. Subject to storm water easement as set forth in Land Record Book 1444, page 6427.
- f. Rights granted to Columbia Gas of Pennsylvania, Inc. as set forth in Land Record Book 180, page 548.
- g. Subject to Order as set forth in Land Record Book 1189, page 132.
- h. Rights granted to Metropolitan Edison Company as set forth in Land Record Book 1291, page 2798 and Record Book 67-P, page 186.
- i. Rights granted to Metropolitan Edison Company d/b/a GPU Energy as set forth in Land Record Book 1464, page 7218.

Exhibit "B"

Liens, Mortgages, Judgments, Easements,
Licenses and Other Charges

Exhibit "B" Continued

Liens, Mortgages, Judgments, Easements,
Licenses and Other Charges

j. Subject to Collective Agreement with York Water Company, et al as set forth in Land Record Book 1296, page 1631; assignment of interest in agreement set forth in Land Record Book 1301, page 3830.

k. Subject to Agreements with Shrewsbury Township as set forth in Land Record Books 1386, page 565, 1445, page 6699 and 1432, page 2507.

l. Subject to Agreement between Paul L. Smith, Inc. and Presidential Heights Associates as set forth in Land Record Book 1303, page 1827.

m. Subject to Agreement with Shrewsbury Township and Paul L. Smith, Inc. as set forth in Land Record Book 1407, page 1879.

n. Subject to Installment Sales Agreement of Interest in EDU's between Presidential Heights Associates and Fair Prospect, LLC as set forth in Land Record Book 1444, page 6499.

o. Rights granted to Edison Light and Power Company as set forth in Record Book 34-K, page 557.

p. Subject to Easement Agreement between Paul L. Smith, Inc. and Presidential Heights Associates as set forth in Land Record Book 1441, page 7877 and as amended in Land Record Book 1475, page 129.

q. Title to any portion of the premises lying within the bed of Mount Airy Road is subject to public and private rights therein.

Exhibit "B" Continued

Liens, Mortgages, Judgments, Easements,
Licenses and Other Charges

EXHIBIT "C"

Additional, Convertible and Withdrawable Real Estate

BEGINNING at a point on line of property belonging to Shrewsbury Shopping Center Association, said point being the northwest corner of property belonging to Joseph W. Silbaugh, Jr.; thence along said property belonging to Joseph W. Silbaugh, Jr., South twenty-four (24) degrees, thirty-five (35) minutes, zero (00) seconds East, three hundred fifty-seven and ninety-one one-hundredths (357.91) feet to a point; thence by the same South twenty-five (25) degrees, fifty-four (54) minutes, twenty (20) seconds East, three hundred eighty-nine and sixty-eight one-hundredths (389.68) feet to a point; thence along an area to be dedicated for a roadway, South forty-four (44) degrees, twenty-nine (29) minutes, zero (00) seconds West, two hundred fifty and seventy-eight one-hundredths (250.78) feet to a point; thence along property known as "The Land", North forty-five (45) degrees, thirty-one (31) minutes, zero (00) seconds West, seventy and fifty-seven one-hundredths (70.57) feet to a point; thence by the same, along the arc of a curve to the left having a radius of one hundred sixty-five and zero one-hundredths (165.00) feet, a distance of one hundred fifty-seven and sixty-one one-hundredths (157.61) feet, the chord of which is North seventy-six (76) degrees, nine (09) minutes, twenty-two (22) seconds West, one hundred fifty-one and sixty-one one-hundredths (151.61) feet to a point; thence by the same South one (01) degree, nine (09) minutes, twelve (12) seconds East, two hundred five and ninety-six one-hundredths (205.96) feet to a point; thence along property belonging to Presidential Heights Associates, the following five (5) courses and distances: (1) South seventy-five (75) degrees, fifty-four (54) minutes, forty (40) seconds West, four hundred seventeen and twenty-five one-hundredths (417.25) feet; (2) South fifty-three (53) degrees, forty-nine (49) minutes, twenty-two (22) seconds West, one hundred forty-five and forty-six one-hundredths (145.46) feet; (3) North seventy (70) degrees, fifty-six (56) minutes, forty-six (46) seconds West, one hundred seventy-six and seven one-hundredths (176.07) feet; (4) South eighty (80) degrees, thirty-five (35) minutes, fifty-three (53) seconds West, one hundred forty-five and thirteen one-hundredths (145.13) feet; (5) North nine (09) degrees, twenty-four (24) minutes, seven (07) seconds West, fifty-five and zero one-hundredths (55.00) feet to a point; thence along property belonging to St. Paul's Church of Shrewsbury, North fourteen (14) degrees, zero (00) minutes, fifty (50) seconds West, two hundred ninety-seven and zero one-hundredths (297.00) feet to a point; thence by the same North fifteen (15) degrees, zero (00) minutes, fifty (50) seconds West, two hundred one and seventy-six one-hundredths (201.76) feet to a point; thence along property belonging to York Water Company, North eighty-two (82) degrees, fourteen (14) minutes, ten (10) seconds East, one hundred fifty and zero one-hundredths (150.00) feet to a point; thence by the same North fifteen (15) degrees, zero (00) minutes, fifty (50) seconds West, one hundred and zero one-hundredths (100.00) feet to a point; thence along property belonging to Shrewsbury Water Company, North eighty-two (82) degrees, fourteen (14) minutes, ten (10) seconds East, sixty-four and forty-two one-hundredths (64.42) feet to a point; thence by the same North sixty-nine

EXHIBIT "C"

Additional, Convertible and Withdrawable Real Estate

EXHIBIT "C"
Additional, Convertible and Withdrawable Real Estate
Continued

(69) degrees, fourteen (14) minutes, ten (10) seconds East, two hundred forty-six and seventy one-hundredths (246.70) feet to a point; thence by the same, North twenty (20) degrees, forty-five (45) minutes, fifty (50) seconds West, one hundred forty-two and zero one-hundredths (142.00) feet to a point; thence along above mentioned property belonging to Shrewsbury Shopping Center Association, North sixty-nine (69) degrees, fourteen (14) minutes, ten (10) seconds East, six hundred ninety-three and zero one-hundredths (693.00) feet to a point, the place of BEGINNING. CONTAINING 22.14 Acres.

EXHIBIT "D" - Percentage Interests

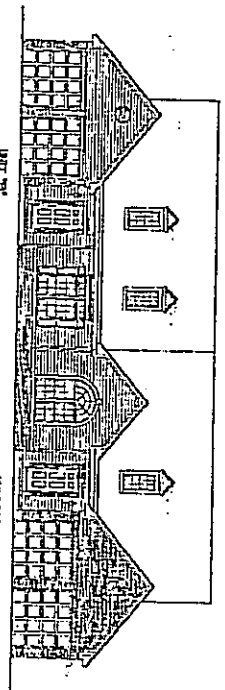
Unit 1	50%
Unit 2	50%
Total	100%

EXHIBIT "E"
Plats and Plans

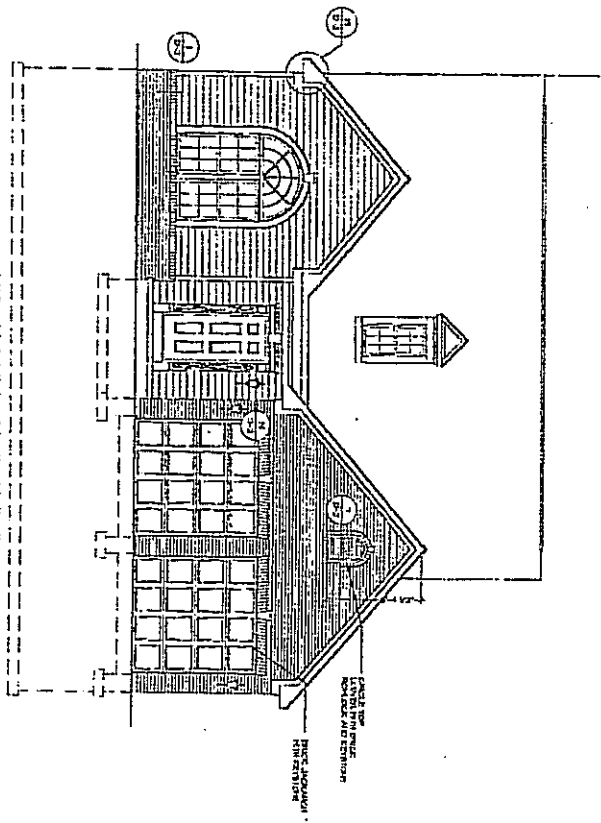
Declaration Plan Recorded July 22, 2002, in York County Plan Book RR, Page 965.

E-1	Certification Plan
E-2	Boundary Plan
E-3	Site Plan
E-4	Front Elevation "C"
E-5	Side and Rear Elevations
E-6	Basement Floor Plan
E-7	First Floor Plan
E-8	Second Floor Plan

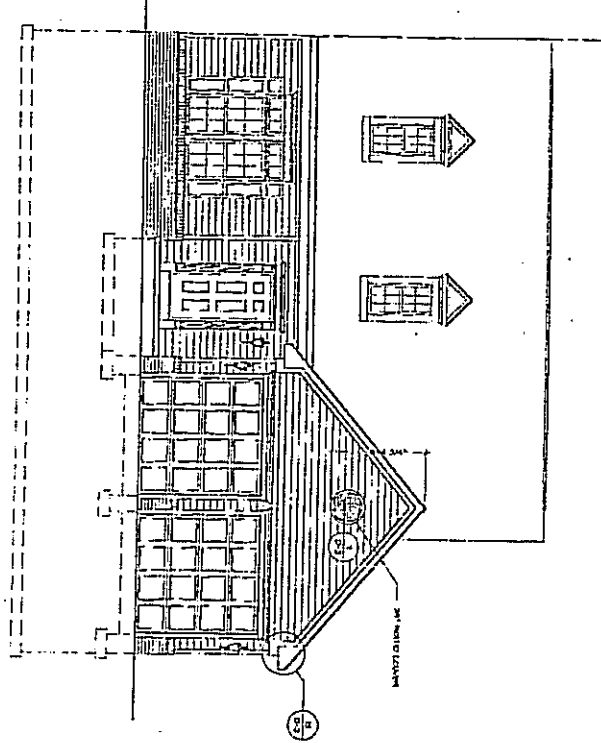
EXHIBIT "E"
Plats and Plans



UNIT 2A
UNIT 2B
PARTIAL FRONT ELEVATION FROM
STREET
2 UNIT BUILDING
STREET SIDE
(SEE REVERSE)



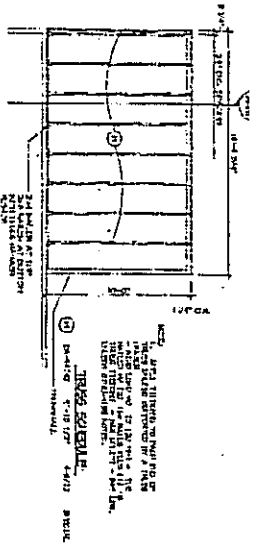
FRONT ELEVATION "C"
10' 0" HIGH
10' 0" WIDE
(SEE REVERSE)



FRONT ELEVATION "A"
10' 0" HIGH
10' 0" WIDE
(SEE REVERSE)

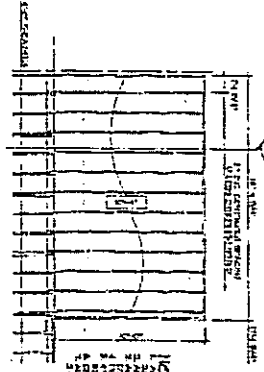
EXHIBIT "E"
SHEET 4 OF 8

<p>STONEHURST A-5 3B</p>	<p>FRONT ELEVATION "C" (10' 0" HIGH) FRONT ELEVATION "A" (10' 0" HIGH) 11-CAR 2-CAR FRONT 2-CAR SIDE</p>	<p>RYAN Homes</p>	<p>10' 0" HIGH 10' 0" WIDE 10' 0" HIGH 10' 0" WIDE 10' 0" HIGH 10' 0" WIDE</p>
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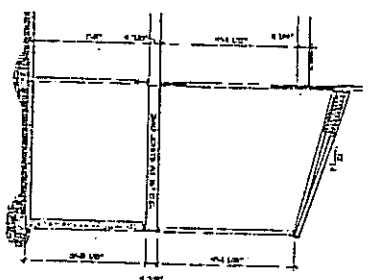


1 ROOF LAYOUT
 SCALE: 1/8" = 1'-0"

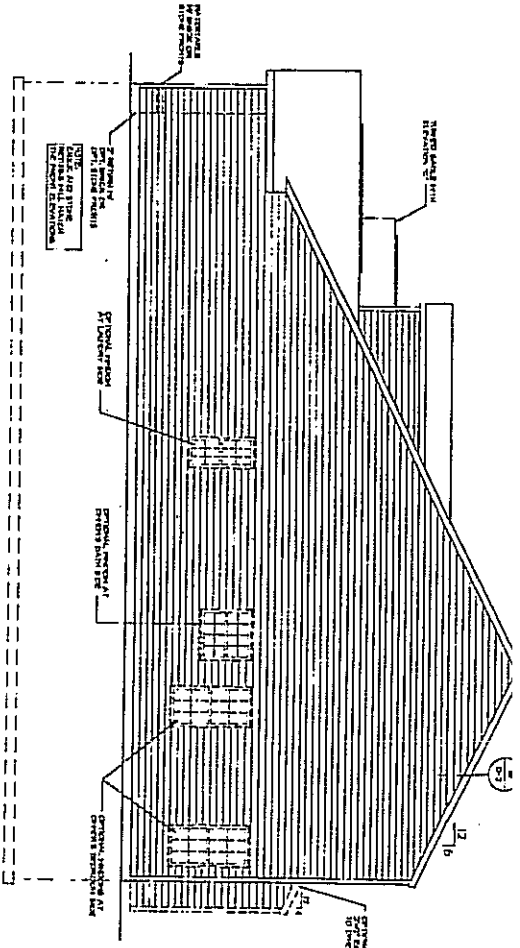
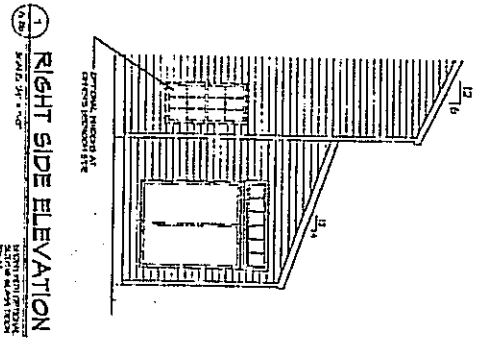
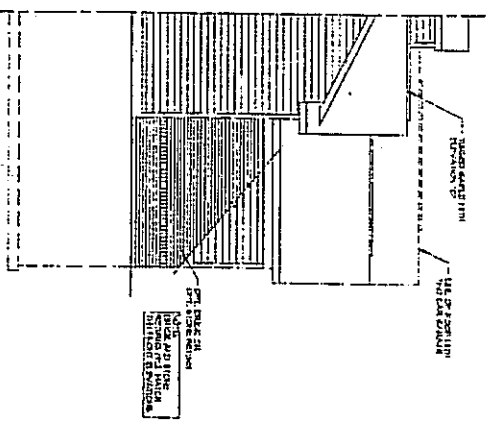
NOTES:
 1. ALL TRUSSES TO BE 2x4
 2. ALL RAFTERS TO BE 2x4
 3. ALL RIDGES TO BE 2x4
 4. ALL TRUSSES TO BE 24" ON CENTER
 5. ALL RAFTERS TO BE 24" ON CENTER
 6. ALL RIDGES TO BE 24" ON CENTER
 7. ALL TRUSSES TO BE 2x4
 8. ALL RAFTERS TO BE 2x4
 9. ALL RIDGES TO BE 2x4
 10. ALL TRUSSES TO BE 24" ON CENTER
 11. ALL RAFTERS TO BE 24" ON CENTER
 12. ALL RIDGES TO BE 24" ON CENTER



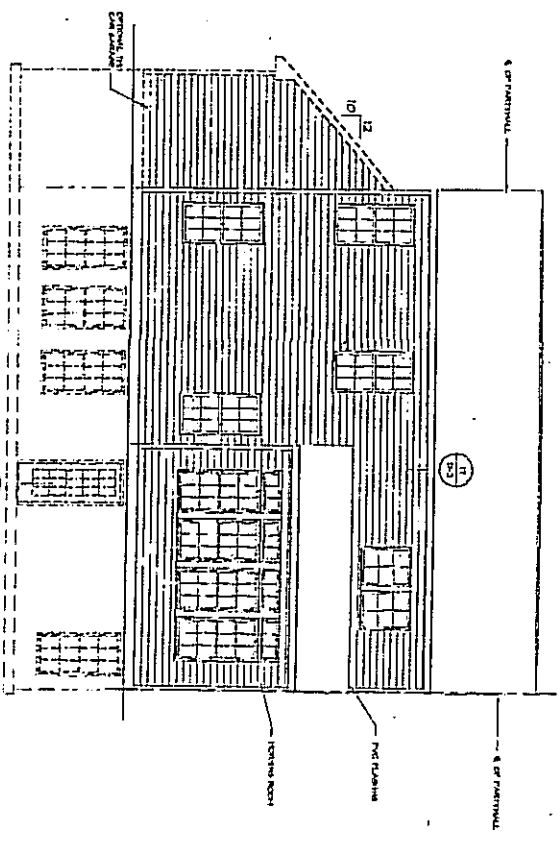
2 JOIST LAYOUT
 SCALE: 1/8" = 1'-0"



3 SECTION
 SCALE: 1/8" = 1'-0"



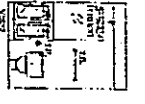
4 RIGHT SIDE ELEVATION
 SCALE: 1/8" = 1'-0"



5 REAR ELEVATION
 SCALE: 1/8" = 1'-0"

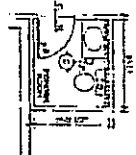
EXHIBIT "E"
 SHEET 5 OF 4

SHEET NO. A-6	PROJECT STONEHURST	LOT NO. STOOD STATION 01	DRAWN BY DAVID	DATE 11/27/2011	CHECKED BY DAVID
SHEET NO. 50	PROJECT STONEHURST	LOT NO. STOOD STATION 01	DRAWN BY DAVID	DATE 11/27/2011	CHECKED BY DAVID
PROJECT STONEHURST	LOT NO. STOOD STATION 01	DRAWN BY DAVID	DATE 11/27/2011	CHECKED BY DAVID	PROJECT STONEHURST

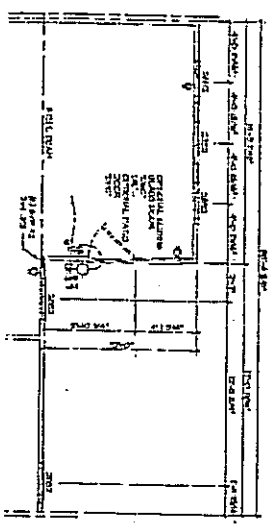


2 POWER ROOM
SCALE: 1/8" = 1'-0"

3 BATH ELEVATION
SCALE: 1/8" = 1'-0"



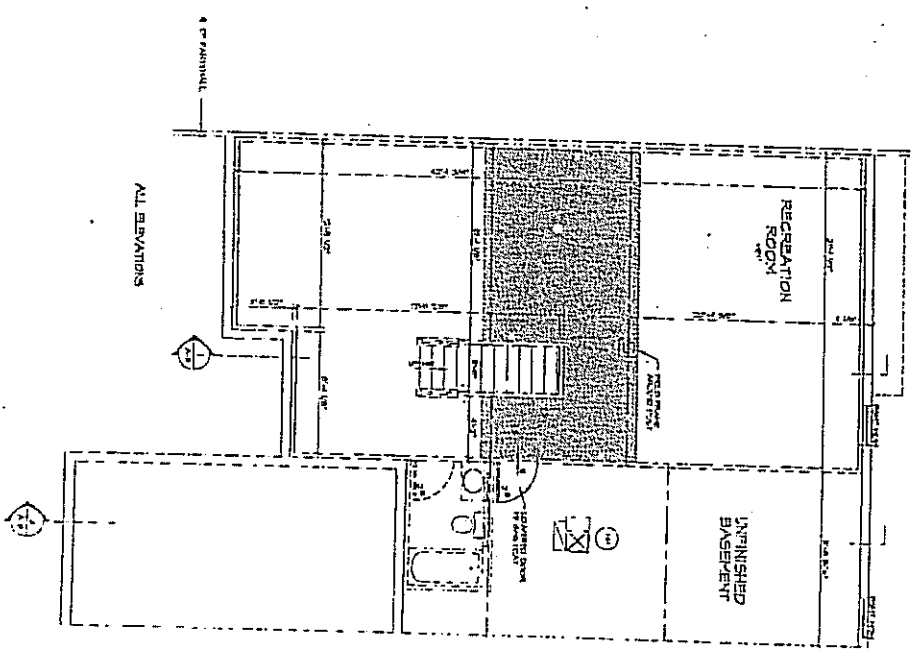
4 OPTIONAL BSHR
POWER ROOM
SCALE: 1/8" = 1'-0"



1 BASEMENT WALKOUT PLAN
SCALE: 1/8" = 1'-0"



5 WINDOW ELEVATION
SCALE: 1/8" = 1'-0"



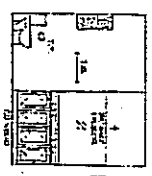
6 BASEMENT FLOOR PLAN
SCALE: 1/8" = 1'-0"

NOTE:
1. ALL DIMENSIONS ARE IN FEET AND INCHES.
2. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
3. FINISHES ARE TO BE DETERMINED BY THE ARCHITECT.
4. REFER TO SHEET E-1 FOR FINISHES.
5. REFER TO SHEET E-2 FOR FINISHES.
6. REFER TO SHEET E-3 FOR FINISHES.
7. REFER TO SHEET E-4 FOR FINISHES.
8. REFER TO SHEET E-5 FOR FINISHES.
9. REFER TO SHEET E-6 FOR FINISHES.
10. REFER TO SHEET E-7 FOR FINISHES.
11. REFER TO SHEET E-8 FOR FINISHES.
12. REFER TO SHEET E-9 FOR FINISHES.
13. REFER TO SHEET E-10 FOR FINISHES.
14. REFER TO SHEET E-11 FOR FINISHES.
15. REFER TO SHEET E-12 FOR FINISHES.
16. REFER TO SHEET E-13 FOR FINISHES.
17. REFER TO SHEET E-14 FOR FINISHES.
18. REFER TO SHEET E-15 FOR FINISHES.
19. REFER TO SHEET E-16 FOR FINISHES.
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21. REFER TO SHEET E-18 FOR FINISHES.
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24. REFER TO SHEET E-21 FOR FINISHES.
25. REFER TO SHEET E-22 FOR FINISHES.
26. REFER TO SHEET E-23 FOR FINISHES.
27. REFER TO SHEET E-24 FOR FINISHES.
28. REFER TO SHEET E-25 FOR FINISHES.
29. REFER TO SHEET E-26 FOR FINISHES.
30. REFER TO SHEET E-27 FOR FINISHES.
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93. REFER TO SHEET E-90 FOR FINISHES.
94. REFER TO SHEET E-91 FOR FINISHES.
95. REFER TO SHEET E-92 FOR FINISHES.
96. REFER TO SHEET E-93 FOR FINISHES.
97. REFER TO SHEET E-94 FOR FINISHES.
98. REFER TO SHEET E-95 FOR FINISHES.
99. REFER TO SHEET E-96 FOR FINISHES.
100. REFER TO SHEET E-97 FOR FINISHES.
101. REFER TO SHEET E-98 FOR FINISHES.
102. REFER TO SHEET E-99 FOR FINISHES.
103. REFER TO SHEET E-100 FOR FINISHES.

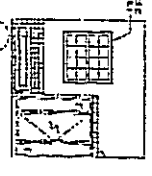
A-7	STONEHURST	100 N. 10TH ST.	MINNAPOLIS, MN 55401
	BASEMENT FLOOR PLAN	100 N. 10TH ST.	MINNAPOLIS, MN 55401
	OPTIONAL RECREATION ROOM	100 N. 10TH ST.	MINNAPOLIS, MN 55401



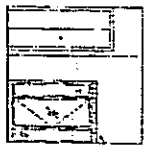
1 POWDER ROOM
ELEVATION 1'



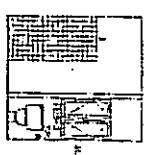
2 OWNERS BATH
ELEVATION 1'



3 OWNERS BATH
ELEVATION 1'



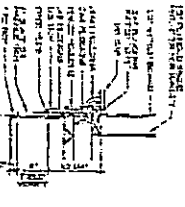
4 OWNERS BATH
ELEVATION 1'



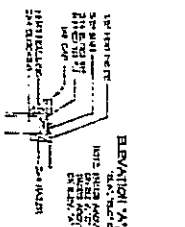
5 OWNERS BATH
ELEVATION 1'

BATH ELEVATIONS

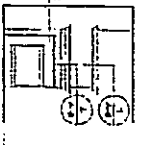
NOTES:
1. ALL DIMENSIONS ARE IN FEET AND INCHES.
2. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
3. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.



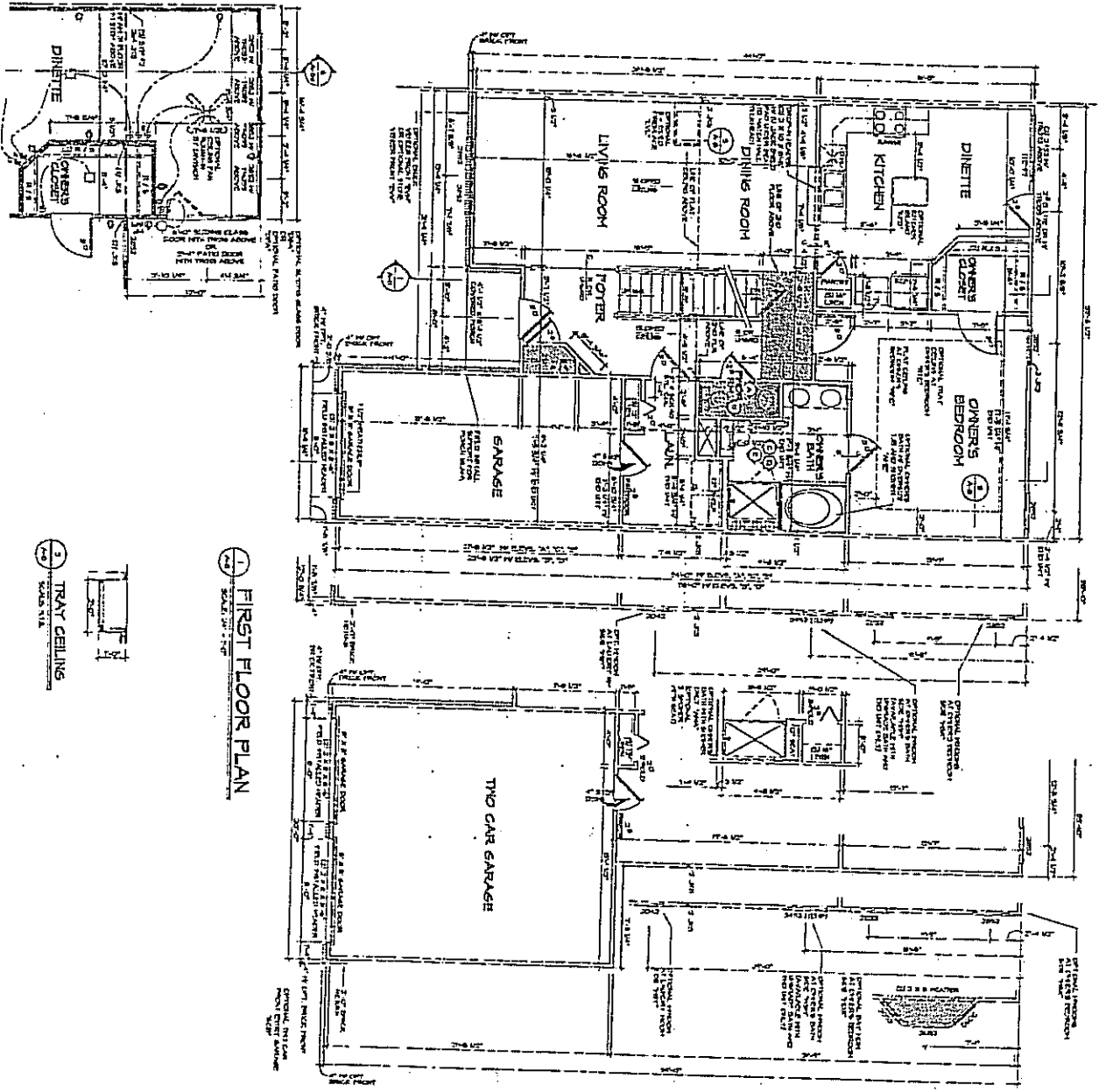
6 OPTIONAL GAS FIREPLACE MAINTLE
ELEVATION 1'



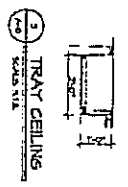
7 OPTIONAL GAS FIREPLACE MAINTLE
ELEVATION 1'



8 OPTIONAL GAS FIREPLACE
ELEVATION 1'



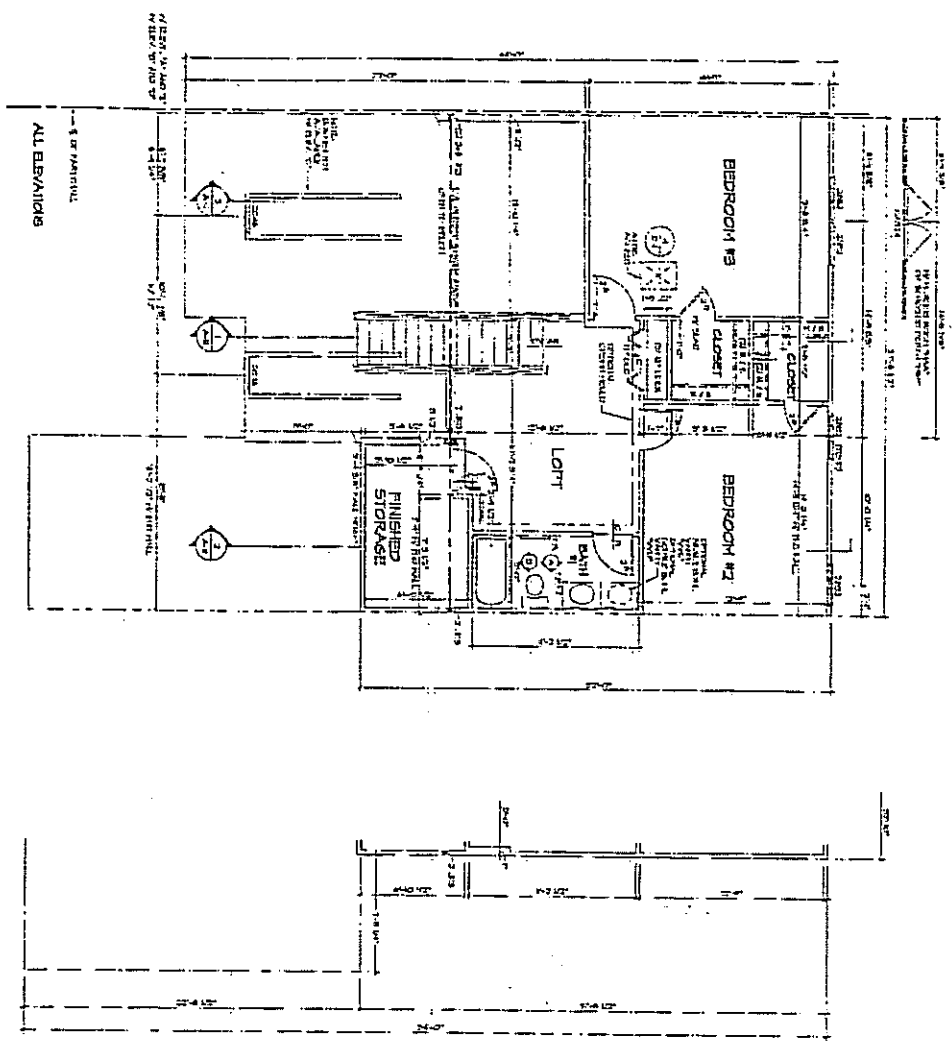
9 FIRST FLOOR PLAN
SCALE 1/8" = 1'-0"



10 TRAY CEILING
SCALE 1/8" = 1'-0"

11 FIRST FLOOR PLAN
SCALE 1/8" = 1'-0"

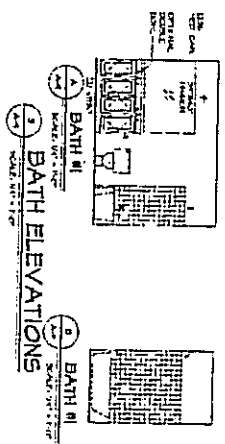
NOTE:
1. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
2. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
3. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
4. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
5. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.



1 SECOND FLOOR PLAN
SCALE: 3/8" = 1'-0"

2 SECOND FLOOR PLAN PARTIAL
SCALE: 3/8" = 1'-0"

OPTIONAL FINISHES
FINISHED STORAGE
CLOSET RELAY



BATH ELEVATIONS
SCALE: 3/8" = 1'-0"

NOTE:
1. ALL FINISHES AND MATERIALS TO BE DETERMINED BY THE ARCHITECT.
2. ALL FINISHES AND MATERIALS TO BE DETERMINED BY THE ARCHITECT.
3. ALL FINISHES AND MATERIALS TO BE DETERMINED BY THE ARCHITECT.