

Declaration
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**DECLARATION FOR ASHCOMBE FARMS, A PLANNED COMMUNITY
A FLEXIBLE RESIDENTIAL PLANNED COMMUNITY**

THIS DECLARATION, made this 3rd day of June, 1999, by **COUNTRY SQUARE PARTNERSHIP**, a Pennsylvania general partnership, having a principal place of business at 19 North Baltimore Street, Dillsburg, York County, Pennsylvania, hereinafter called "Declarant," pursuant to provisions of Section 5201 of the Uniform Planned Community Act, 68 Pa.C.S.A. §5201.

WITNESSETH:

ARTICLE I

SUBMISSION AND DEFINED TERMS

Section 1.1. Property; County; Name. Declarant, owner in fee simple of the real estate described in Exhibit A, attached hereto, situate in Dover Township, York County, Pennsylvania, hereby submits the real estate, including all easements, rights and appurtenances thereto (collectively the "Property") to the provisions of the Uniform Planned Community Act, 68 Pa.C.S.A. §§5101 et. seq. and hereby creates with respect to the Property a flexible residential planned community to be known as "**Ashcombe Farms, a Planned Community**" (hereinafter called "Planned Community").

Section 1.2. Easements and Licenses. Included among the easements, rights and appurtenances referred to in Section 1.1 above are the following recorded easements and restrictions to the Property:

- (a) Mortgage in favor of Fulton Bank, dated December 4, 1998, in the original principal amount of \$700,000.00, recorded in the Office of the Recorder of Deeds of York County, Pennsylvania, in Record Book 1349, Page 0111.
- (b) Mortgage in favor of Fulton Bank, dated December 4, 1998, in the original principal amount of \$400,000.00, recorded in the Office of the Recorder of Deeds of York County, Pennsylvania, in Record Book 1349, Page 0117.
- (c) Subject to the right of Declarant, pursuant to Sanitary Sewer Right-of-Way and Easement Agreement, dated May 27, 1998, recorded in the Office of the Recorder of Deeds of York County, Pennsylvania, in Record Book 1325, Page 4197.
- (d) Subject to the rights of Theodore M. Towl, as set forth in instrument, dated August 2, 1890, to lay, operate and maintain oil pipelines and to erect, maintain and operate a telegraph, recorded in the Office of the Recorder of Deeds of York County, Pennsylvania, in Record Book 8-UU, Page 471.
- (e) Subject to the rights of Southern Pipeline Company, as set forth in instrument, dated May 1, 1929, recorded in the Office of the Recorder of Deeds of York County, Pennsylvania, in Record Book 24-M, Page 350.

- (f) Subject to the rights of Metropolitan Edison Company, as set forth in instrument, dated June 13, 1955, recorded in the Office of the Recorder of Deeds of York County, Pennsylvania, in Record Book 61-Q, Page 98.
- (g) Subject to the rights of Metropolitan Edison Company, as set forth in instrument, dated July 25, 1963, recorded in the Office of the Recorder of Deeds of York County, Pennsylvania, in Record Book 54-T, Page 530.
- (h) Subject to the rights of Metropolitan Edison Company, as set forth in instrument, dated September 30, 1968, recorded in the Office of the Recorder of Deeds of York County, Pennsylvania, in Record Book 61-O, Page 98.
- (i) Subject to the rights of Edison Light & Power Co., as set forth in Agreement, dated June 26, 1941, recorded in the Office of the Recorder of Deeds of York County, Pennsylvania, in Record Book 28-U, Page 314.
- (j) Subject to the rights of York Telephone and Telegraph Company, as set forth in Right of Way Agreement, dated November 15, 1967, recorded in the Office of the Recorder of Deeds of York County, Pennsylvania, in Record Book 60-T, Page 72.
- (k) Subject to the rights of York Telephone and Telephone Company, as set forth in Right of Way Agreement, dated September 17, 1968, recorded in the Office of the Recorder of Deeds of York County, Pennsylvania, in Record Book 61-P, Page 824.
- (l) Subject to the rights of General Telephone Company of Pennsylvania, as set forth in Right of Way Agreement, dated March 17, 1976, recorded in the Office of the Recorder of Deeds of York County, Pennsylvania, in Record Book 70-A, Page 704.
- (m) Subject to the rights of Columbia Gas Transmission Corporation, as set forth in right of way, dated October 3, 1984, recorded in the Office of the Recorder of Deeds of York County, Pennsylvania, in Record Book 88-L, Page 214.
- (n) Subject to the rights of Dover Township Sewer Authority, as set forth in Right-of-Way Agreement, dated September 5, 1972, recorded in the Office of the Recorder of Deeds of York County, Pennsylvania, in Record Book 65-X, Page 340.
- (o) Subject to the rights of Dover Township, as set forth in Deed of Easement and Articles of Agreement, dated November 7, 1969, recorded in the Office of the Recorder of Deeds of York County, Pennsylvania, in Record Book 63-R, Page 424.

Section 1.3. Defined Terms.

Section 1.3.1. Capitalized Terms. Capitalized terms not otherwise defined herein or in Plats and Plans shall have the meaning specified in the Uniform Planned Community Act (the "Act").

Section 1.3.2. Terms Defined in the Act. Terms defined in Section 5103 of the Act and used in this Declaration, the Bylaws and the Plats and Plans 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 words or terms are used or defined in general terms in the Act and shall have specific meanings herein as follows:

- (a) **"Additional Real Estate No. 1"** means a designated parcel which may be added to the Planned Community. Additional Real Estate No. 1 is described in Exhibit B attached hereto and made part hereof.
- (b) **"Additional Real Estate No. 2"** means a designated parcel which may be added to the Planned Community. Additional Real Estate No. 2 is described in Exhibit C attached hereto and made part hereof.
- (c) **"Additional Real Estate No. 3"** means a designated parcel which may be added to the Planned Community. Additional Real Estate No. 3 is described in Exhibit D attached hereto and made part hereof.
- (d) **"Allocated Interest"** means the Common Expense Liability (as hereinafter defined) and votes in the Association (as hereinafter defined) allocated to each Unit (the word "Unit" is defined to specifically mean "Lot").
- (e) **"Association"** means the association (known as "Ashcombe Farms/Dover Homeowners' Association") incorporated and organized under Section 5301 of the Act and created pursuant to Section 11.5 of this Declaration.
- (f) **"Common Elements"** means Common Facilities (as hereinafter defined) and Controlled Facilities (as hereinafter defined).
- (g) **"Common Expenses Liability"** means the liability for Common Expenses (as hereinafter defined) allocated to each Lot (as hereinafter defined).
- (h) **"Common Expenses"** means expenditures made by or financial liabilities of the Association, together with any allocations to reserves. The term includes General Common Expenses, as hereinafter defined, and Limited Common Expenses (as hereinafter defined).
- (i) **"Common Facilities"** means any Real Estate (as defined in the Act) within the Planned Community which is owned by the Association or leased to the Association. The term does not include a building Lot (also defined as a Unit).
- (j) **"Controlled Facilities"** means any Real Estate within the Planned Community, whether part of a building Lot or otherwise that is not a Common Facility, but is maintained, improved, repaired,

- replaced, regulated, managed, insured or controlled by the Association. The term does not include a building Lot (except an easement or other Controlled Facility which may be part of the Lot).
- (k) **"Convertible Real Estate No. 1"** means Additional Real Estate No. 1 (if converted) in which additional Lots, Common Facilities and Controlled Facilities, or any combination thereof, may be created. Convertible Real Estate No. 1 is described in Exhibit E and is the same portion of the Planned Community which is defined as Additional Real Estate No. 1, described in Exhibit B.
- (l) **"Convertible Real Estate No. 2"** means Additional Real Estate No. 2 (if converted) in which additional Lots, Common Facilities and Controlled Facilities, or any combination thereof, may be created. Convertible Real Estate No. 2 is described in Exhibit F and is the same portion of the Planned Community which is defined as Additional Real Estate No. 2, described in Exhibit C.
- (m) **"Convertible Real Estate No. 3"** means Additional Real Estate No. 3 (if converted) in which additional Lots, Common Facilities and Controlled Facilities, or any combination thereof, may be created. Convertible Real Estate No. 3 is described in Exhibit G and is the same portion of the Planned Community which is defined as Additional Real Estate No. 3, described in Exhibit D.
- (n) **"Declarant"** means Declarant, described in Section 1.1 above and all successors to any Special Declarant's Rights (including Development Rights) (as both are hereinafter defined).
- (o) **"Declaration"** means this document, as may be amended from time to time.
- (p) **"Development Rights"** means any right or combination of rights reserved by Declarant in this Declaration (i) to add Additional Real Estate to the Planned Community; (ii) to create Lots, Common Facilities, Limited Common Facilities (as hereinafter defined), Controlled Facilities or Limited Controlled Facilities (as hereinafter defined) within the Planned Community; (iii) to withdraw Withdrawable Real Estate (as hereinafter defined) from the Planned Community; or (iv) to subdivide Lots and convert Lots into Common Facilities or Controlled Facilities.
- (q) **"Disposition"** means a voluntary transfer to a Purchaser (as hereinafter defined) a legal or equitable interest in a Lot. The term does not include the transfer or release of a security interest.
- (r) **"Executive Board"** means the governing board of the Association.
- (s) **"Final Subdivision Plan/Phase I"** means Final Subdivision Plan for Phase I of Ashcombe Farms, dated July 10, 1998, last revised August 18, 1998, recorded in the Office of the Recorder of Deeds of York County, Pennsylvania, in Plan Book PP, Page 882.
- (t) **"Flexible Planned Community"** means this Planned Community to which Additional Real Estate No. 1, Additional Real Estate No. 2 and Additional Real Estate No. 3 may be added containing Convertible Real Estate No. 1, Convertible Real Estate No. 2 and Convertible Real Estate No. 3, respectively.

- (u) **"General Common Expenses"** means all Common Expenses, other than Limited Common Expenses.
- (v) **"Identifying Number"** means the number set forth on Exhibit H and Plats and Plans (as hereinafter defined) which identifies each Lot within the Planned Community (Phase I). Said Exhibit may be amended, from time to time, to identify each Lot within the Planned Community which is created if Additional Real Estate is added.
- (w) **"Installment Sales Contract"** means an executory contract for the purchase or sale of a Lot or an interest in a Lot under which purchaser is obligated to make more than five (5) installment payments to the seller after execution of the contract and before the time appointed for the conveyance of title to the Lot for interest in the Lot.
- (x) **"Limited Common Element"** means a Limited Common Facility (as hereinafter defined) or a Limited Controlled Facility (as hereinafter defined).
- (y) **"Limited Common Expenses"** means all expenses identified as such under Section 5314(c) of the Act.
- (z) **"Limited Common Facility"** means a portion of the Common Facilities allocated by or pursuant to this Declaration with the exclusive use of one or more but fewer than all of the Lots.
- (aa) **"Limited Control Facility"** means a portion of the Controlled Facilities, other than Control Facilities which are themselves a part of a Lot, allocated by or pursuant to this Declaration, are for the exclusive use of one or more but fewer than all of the Lots.
- (bb) **"Lot"** means a Unit (as hereinafter defined). The word Unit, except in this Section 1.3.3, will not be utilized in the Declaration and the word Lot is intended to mean Unit as defined in the Act. A Lot consists of a subdivided portion of the Property and as shown on the final recorded subdivision plan for Additional Real Estate (if applicable), intended to have constructed or constructed thereon a single family detached dwelling, a single family semi-detached dwelling or a single family attached dwelling.
- (cc) **"Lot OS-1A"** means that parcel designated on the Plats and Plans, and as shown (and described) in Exhibit I, containing 4.65 acres, which has or will have constructed therein paths, drainage easements, Detention Basin "B," and other stormwater management facilities. Lot OS-1A is subject to an existing fifty (50) foot gas line easement. Lot OS-1A is a Common Facility.
- (dd) **"Lot OS-2A"** means that parcel designated on the Plats and Plans, and as shown (and described) in Exhibit J, containing 2.16 acres, which has or will have constructed therein a path, drainage easement or easements, Detention Basin "E," and other stormwater management facilities. Lot OS-2A is subject to an existing fifty (50) foot gas line easement and an existing

- one hundred seventy-five (175) foot Metropolitan Edison easement, including existing overhead transmission lines. Lot OS-2A is a Common Facility.
- (ee) **"Lot OS-3"** means that parcel designated on the Plats and Plans, and as shown (and described) in Exhibit K, containing 0.27 acres, which has or will have constructed therein a stormwater drainage easement and sanitary sewer facilities. Lot OS-3 is a Common Facility.
- (ff) **"Lot OS-4"** means that parcel designated on the Plats and Plans, and as shown (and described) in Exhibit L, containing 0.67 acres, which has or will have constructed therein a stormwater drainage and utility easement, stormwater management facilities, and an existing bridge. There is an existing stream within Lot OS-4 and Lot OS-4 is subject to a twenty (20) foot sanitary sewer easement, the one hundred seventy-five (175) foot existing Metropolitan Edison easement, including overhead transmission lines, and subject to an existing fifty (50) foot gas line easement. In addition, a portion of Lot OS-4 is located within a one hundred (100) year flood plain. Lot OS-4 is a Common Facility.
- (gg) **"Lot Owner"** means Declarant or other Person (as hereinafter defined) who owns a Lot. The term does not include a Person having an interest in a Lot solely as security for an obligation. The term Lot Owner is used throughout this Declaration in lieu of the term Unit Owner as defined in the Act.
- (hh) **"Permitted Mortgage"** means a first mortgage to (i) the Declarant; (ii) the seller of a Lot; (iii) a bank, trust company, savings bank, savings and loan association, mortgage service company, insurance company, credit union, pension fund, real estate investment trust or like institutional investor or lender; and (iv) any mortgagee approved by the Executive Board. A holder of a Permitted Mortgage is referred to herein as a "Permitted Mortgagee." Notwithstanding the foregoing, a "Permitted Mortgage" shall also mean a purchase money second mortgage from a seller of a Lot and the holder of the purchase money second mortgage shall be a "Permitted Mortgagee." The mortgages described in Section 1.2 are Permitted Mortgages.
- (ii) **"Person"** means a natural person, corporation, partnership, association, trust or other entity or any combination thereof.
- (jj) **"Plats and Plans"** means Plats and Plans, as the same may be amended from time to time. Plats and Plans are attached hereto, marked Exhibit M, and are made part hereof.
- (kk) **"Purchaser"** means a Person other than Declarant who, by means of a Disposition, acquires a legal or equitable interest in a Lot, other than either a leasehold interest of less than twenty (20) years, including renewal options, or as security for an obligation.
- (ll) **"Special Declarant Rights"** means rights reserved for the benefit of Declarant to (i) complete improvements indicated on Plats and Plans; (ii) add Additional Real Estate No. 1, Additional Real Estate No. 2 or Additional Real Estate No. 3, or all said parcels, to the Planned Community; (iii) convert Convertible Real Estate No. 1, Convertible Real Estate No. 2, or Convertible Real Estate No. 3, or one or more, in the Planned Community; (iv) convert a Lot

into two or more Lots, Common Facilities or Controlled Facilities; (v) maintain offices, signs and models; (vi) use easements throughout the Common Facilities or Controlled Facilities for the purpose of making improvements within the Planned Community to include Convertible Real Estate No. 1, Convertible Real Estate No. 2 or Convertible Real Estate No. 3, or one or more of said parcels; (vii) to withdraw Withdrawable Real Estate in connection with subsequent phases of the Planned Community; and (viii) to appoint and remove an officer of the Association or an Executive Board member during the period of Declarant's control under Section 5303 of the Act.

- (mm) "**Township**" means Dover Township, York County, Pennsylvania, its successors or assigns.
- (nn) "**Unit**" means a physical portion of the Planned Community designated for separate ownership, the boundaries of which are described pursuant to Section 2.2 (and Exhibit H) and a portion of which may be designated by this Declaration as part of Controlled Facilities. As set forth in the definition of the word Lot the word Unit is only used in this Section 1.3.3 and the word Lot is used in lieu of the word Unit throughout this Declaration except in this Section 1.3.3.
- (oo) "**Unit Owner**" means a Declarant or other Person who owns a Lot. The term does not include a Person having an interest in a Lot solely as security for an obligation. The term Unit Owner is only used in this definition section; throughout this Declaration the term Unit Owner is not used and the term Lot Owner is used in lieu thereof.
- (pp) "**Withdrawable Real Estate**" means a portion of the Property which may be withdrawn from the Planned Community by Declarant. The Planned Community (specifically Phase I) which is the subject of the Declaration does not contain any real estate designated as Withdrawable Real Estate. Declarant may, in connection with subsequent phases of the Planned Community, designate a portion or portions of the subsequent phases as Withdrawable Real Estate.

Section 1.3.4. Provisions of the Act. The provisions of the Act shall apply to and govern the operation and governance of the Planned Community, except to the extent that contrary provisions, not prohibited by the Act, or contained in this Declaration, the Bylaws or Plats and Plans.

ARTICLE II **VOTES AND COMMON EXPENSE LIABILITY AND LOT** **IDENTIFICATION AND BOUNDARIES**

Section 2.1 Votes and Common Expense Liability. Each Lot shall be allocated one (1) vote in the Association. Voting strength and Common Expense Liability will be reallocated if Declarant elects to add Additional Real Estate No. 1, Additional Real Estate No. 2 or Additional Real Estate No. 3, or one or all of said parcels, to the Planned Community. If Declarant adds Additional Real Estate No. 1, Additional Real Estate No. 2 or Additional Real Estate No. 3, then each Lot within the said Additional Real Estate shall have one (1) vote and will have the same Common Expense Liability as the other Lots within the Planned Community.

Section 2.2 Lot Boundaries/Identifying Number/Number of Lots. Each building Lot shall contain all space, fixtures and improvements within the boundaries of the Lot and are part of the Lot. Each Lot within the Planned Community, and the Identifying Number for each Lot, is set forth on Exhibit H attached hereto and made part hereof. With respect to the total number of Lots within the Planned Community, the following shall be applicable:

Section 2.2.1. Phase I/Planned Community. In Phase I (initial phase) of the Planned Community, there are a total of thirty-seven (37) Lots. Of the thirty-seven (37) Lots (as shown on Final Subdivision Plan/Phase I) seventeen (17) Lots are intended to have constructed thereon single family detached dwellings; two (2) Lots are intended to have constructed thereon single family semi-detached dwellings; and eighteen (18) Lots are intended to have constructed thereon single family attached dwellings. In addition to the thirty-seven (37) Lots, there are four (4) Lots designated as Lot OS-1A, Lot OS-2A, Lot OS-3 and Lot OS-4, all of which Lots are Common Facilities.

Section 2.2.2. Convertible Real Estate No. 1. If Additional Real Estate No. 1 is added to the Planned Community, the total number of building Lots in Convertible Real Estate No. 1 shall not exceed thirty-seven (37) Lots upon which Declarant intends single family dwellings to be constructed. Additional portions of Convertible Real Estate No. 1 may be designated as Common Elements. In addition, a portion of Convertible Real Estate No. 1 may be designated by Declarant as Withdrawable Real Estate.

Section 2.2.3. Convertible Real Estate No. 2. If Additional Real Estate No. 2 is added to the Planned Community, the total number of building Lots in Convertible Real Estate No. 2 shall not exceed forty (40) Lots upon which Declarant intends single family dwellings to be constructed. Additional portions of Convertible Real Estate No. 2 may be designated as Common Elements. In addition, a portion of Convertible Real Estate No. 2 may be designated by Declarant as Withdrawable Real Estate.

Section 2.2.4. Convertible Real Estate No. 3. If Additional Real Estate No. 3 is added to the Planned Community, the total number of building Lots in Convertible Real Estate No. 3 shall not exceed forty-nine (49) Lots upon which Declarant intends single family dwellings to be constructed. Additional portions of Convertible Real Estate No. 3 may be designated as Common Elements. In addition, a portion of Convertible Real Estate No. 3 may be designated by Declarant as Withdrawable Real Estate.

Section 2.2.5. Total Lots/Planned Community. If Declarant adds Additional Real Estate No. 1, Additional Real Estate No. 2 and Additional Real Estate No. 3 to the Planned Community, pursuant to the provisions of Section 6.1, then the total number of Lots within the total Planned Community shall not exceed one hundred sixty-three (163) Lots upon which may be constructed single family detached dwellings, single family attached dwellings and single family semi-detached dwellings.

Section 2.3 Maintenance Responsibilities. Association shall have maintenance responsibilities with respect to the Common Facilities and the Controlled Facilities (subject to the provisions of Section 3.4). Lot Owners shall have maintenance responsibility with respect to the Lot owned by said Lot Owner or Owners.

Section 2.4 Resubdivision of Lot. Relocation of the boundaries between Lots (subdivision or resubdivision) shall not be permitted except, however, Declarant reserves the right, pursuant to Section 6.10, to resubdivide a Lot or Lots prior to conveyance to a Person. In addition, as set forth in Section 7.1(q), acquisition of two (2) or

more abutting Lots and constructing one (1) single family detached dwelling shall not be deemed a "resubdivision" or a "subdivision" and is permissible, subject to municipal requirements.

ARTICLE III
DESCRIPTION AND RESTRICTIONS OF COMMON
ELEMENTS AND LIMITED COMMON ELEMENTS

Section 3.1 Limited Common Elements. There are no Limited Common Elements within the Planned Community.

Section 3.2 Common Elements. The Common Elements, consisting of Common Facilities and Controlled Facilities, are described as follows:

Section 3.2.1 Common Facilities. Common Facilities are identified on the Plats and Plans and shall mean the following:

- (a) Lot OS-1A. Lot OS-1A, as defined in Section 1.3.3(cc), as designated on the Plats and Plans and as shown (and described) on Exhibit I, containing 4.65 acres, which has or will have constructed therein paths, drainage easements, Detention Basin "B," and other stormwater management facilities. Lot OS-1A is subject to an existing fifty (50) foot gas line easement.
- (b) Lot OS-2A. Lot OS-2A, as defined in Section 1.3.3(dd), as designated on the Plats and Plans and as shown (and described) in Exhibit J, containing 2.16 acres, which has or will have constructed therein a path, drainage easement or easements, Detention Basin "E," and other stormwater management facilities. Lot OS-2A is subject to an existing fifty (50) foot gas line easement and an existing one hundred seventy-five (175) foot Metropolitan Edison easement, including existing overhead transmission lines.
- (c) Lot OS-3. Lot OS-3, as defined in Section 1.3.3(ee), as designated on the Plats and Plans and as shown (and described) in Exhibit K, containing 0.27 acres, which has or will have constructed therein a stormwater drainage easement and sanitary sewer facilities.
- (d) Lot OS-4. Lot OS-4, as defined in Section 1.3.3(ff), as designated on the Plats and Plans and as shown (and described) in Exhibit L, containing 0.67 acres, which has or will have constructed therein a stormwater drainage and utility easement, stormwater management facilities, and an existing bridge. There is an existing stream within Lot OS-4 and Lot OS-4 is subject to a twenty (20) foot sanitary sewer easement, the one hundred seventy-five (175) foot existing Metropolitan Edison easement, including overhead transmission lines, and subject to an existing fifty (50) foot gas line easement. A portion of Lot OS-4 is located within a one hundred (100) year flood plain.
- (e) Snow Dump Easements. As set forth in General Note 16, Final Subdivision Plan/Phase I (Sheet 1 of 12), Lot OS-1A, Lot OS-2A, Lot OS-3 and Lot OS-4 are designated as

snow dump easements for use by the contractors or Dover Township ("Township") to pile excess snow in severe storms.

Section 3.2.2 Controlled Facilities. Controlled Facilities are identified on the Plats and Plans and Final Subdivision Plan/Phase I (including General Notes [Sheet 1 of 12]) and shall mean the following:

- (a) Island (Ashcombe Drive). The island located within the right-of-way of Ashcombe Drive near the intersection of Ashcombe Drive and Fox Run Road (T-818). With respect to the island, General Note 15 provides that the island within Ashcombe Drive shall be maintained by Declarant or Association. Township is not responsible for maintenance of the island's surface area beyond the back of the curb. Maintenance responsibility includes preservation of the clear site triangle for vehicles. Township reserves the right to clear vegetation/obstructions if Township deems necessary for public safety. Township shall not be responsible for damage, repair or replacement of curbing or improvement of the island.
- (b) Drainage Easements. There are drainage easements identified on the Plats and Plans and Final Subdivision Plan/Phase I which are located on Lots. Specifically, there is a drainage easement (of variable width) extending in a southerly direction from Lot OS-1A which is located, in part, on Lot No. 7, Lot No. 8 and Lot No. 9. There is a drainage easement (of variable width) which extends along the eastern portion of Lot 1. There is also a drainage easement (of variable width) which extends along the northern portion of Lot No. 54, and also extends along the eastern portion of Lot No. 53, the eastern portion of Lot No. 52, Lot No. 51, Lot No. 50, Lot No. 49, Lot No. 48 and Lot No. 46. In addition, the same drainage easement extends along the western portion of Lot No. 57, Lot No. 58, Lot No. 59, Lot No. 60, Lot No. 61, Lot No. 62, Lot No. 63, Lot No. 64, Lot No. 65, Lot No. 66, Lot No. 67, Lot No. 68, Lot No. 69, Lot No. 70, Lot No. 71 and Lot No. 72. In addition, there is a twenty (20) foot drainage easement which extends in a southerly direction from Lot OS-2A and is located on the eastern portion of Lot No. 73.

Section 3.3 Construction/Maintenance/Common Facilities. Declarant shall be responsible to construct (to the extent required) the Common Facilities and shall, initially, maintain, improve, repair, replace, regulate, manage, insure and control said Common Facilities. Upon conveyance of the Common Facilities by Declarant to Association, the Association shall have the obligation for the maintenance, improvements, repair, replacement, regulation, management, insurance and control of the Common Facilities.

Section 3.4 Construction/Maintenance/Controlled Facilities. Declarant shall be responsible to construct (to the extent required) the Controlled Facilities and shall maintain, improve, repair, replace, regulate, manage, insure and control said Controlled Facilities. Upon conveyance of the Common Facilities pursuant to Section 3.7 by Declarant to Association, Association shall have the obligation for the maintenance, improvement, repair, replacement, regulation, management, insurance and control of the Controlled Facilities. Notwithstanding the foregoing, with respect to the drainage easements described in Section 3.2.2(b), Declarant (and ultimately the Association) shall only have maintenance responsibilities pertaining directly to the stormwater management facilities within the drainage easements; the Lot Owner or Owners of the Lots

specified in Section 3.2.2(b) shall be required to provide all other maintenance (e.g. lawn care, mowing, removal of debris and stabilization).

Section 3.5 Township's Responsibility/Stormwater Drainage Facilities. As set forth in General Note 21, Final Subdivision Plan/Phase I (Sheet 1 of 12), Township shall be responsible for maintenance, repair and reconstruction of all stormwater drainage facilities located inside of the dedicated and accepted street rights-of-way, except as follows:

- pipe run G4 to G3, beginning at the back of inlet G4;
- pipe run A5 to A4, beginning at the back of inlet A5;
- pipe run A3 to A2, ending at the back of inlet A2; and
- pipe run E3 to E2

Township shall be responsible for maintenance, repair and reconstruction of the following stormwater drainage facilities located outside of the dedicated and accepted street rights-of-way:

- pipe run H2 to A1A;
- pipe run A1B to A1A
- pipe run A1 to A1A; and
- pipe run E2 to stream

Declarant or Association shall be responsible for the maintenance, repair and reconstruction of all drainage facilities not designated above as the responsibility of the Township. With respect to the stormwater facilities located within the dedicated rights-of-way but which are accepted by Township with respect to maintenance, repair and reconstruction of said stormwater facilities shall, initially, be the obligation of Declarant and, upon conveyance of the Common Facilities to the Association, said obligation to maintain, repair and reconstruct shall be the obligation of the Association.

Section 3.6 Designation of Common Facilities. Declarant has, as set forth in this Article III, designated and described the Common Facilities (as well as the Controlled Facilities).

Section 3.7 Conveyance of Common Facilities. Declarant shall, prior to the expiration of the period of Declarant's control or prior to the conveyance of the last Lot within the Planned Community, whichever last occurs, convey, without additional consideration, all Common Facilities to Association. Declarant's obligation to convey the Common Facilities, as herein provided, shall be a binding obligation of Declarant and any successor in interest of Declarant in that portion of the Planned Community whether or not the successor succeeds to any Special Declarant's Rights. Declarant shall convey the Common Facilities to the Association free and clear of all encumbrances before the United States Department of Housing and Urban Development ("HUD") or Veterans Administration ("VA") insures a first mortgage encumbering any Lot within the Planned Community.

Section 3.8 Procedure. Declarant shall convey the Common Facilities to Association by Special Warranty Deed and Association shall accept the conveyance of said Common Facilities. As set forth in Section 3.7, the conveyance shall be made without additional consideration. Transfer of the Common Facilities will not have an adverse impact on the Association's budget or Common Expenses Liability of any Lot Owner except the

Association (to include the Lot Owners by assessments) will then have the responsibility to maintain, improve, repair, replace, regulate, manage, insure and control said Common Facilities.

Section 3.9 Completion/Common Facilities. Declarant is obligated to complete all construction or improvements of the Common Facilities (to the extent required). As described in Section 3.2.1, the Common Facilities include, in part, stormwater management facilities to be constructed in Lot OS-1A, Lot OS-2A and Lot OS-4. Declarant has, in connection with the Planned Community, posted municipal security with Township to guarantee completion of said stormwater management facilities and other improvements.

Section 3.10 Real Estate Taxes/Common Facilities. In accordance with this Declaration and the Act, Declarant will be and remain responsible for payment of all real estate taxes assessed or allocated with respect to the Common Facilities and all other expenses in connection with the Common Facilities until said Common Facilities are conveyed to the Association by Declarant.

Section 3.11 Substantial Completion/Common Elements. Any portion of the Planned Community, including any Controlled Facility or Common Facility, will be deemed completed upon the recording of a certificate executed by an independent registered surveyor, architect or professional engineer stating that that portion of the Planned Community, to include the Common Facilities and Controlled Facilities, as applicable, are substantially completed in accordance with the description set forth in this Declaration, the Plats and Plans, and the Public Offering Statement and so as to permit the use of such Common Facilities or Controlled Facilities of the Planned Community for their respective intended use.

Section 3.12 Dedication/Common Elements. During the period of Declarant's control, if Declarant shall offer for dedication any Common Facility or Controlled Facility to Township or any other governmental agency, Declarant shall provide written notice to HUD and VA and shall obtain the prior written approval of HUD and VA prior to such offer of dedication.

ARTICLE IV **EASEMENTS**

Section 4.1 Easements. In addition to and in supplementation of the easements as provided for by Section 5216, Section 5217 and Section 5218 of the Act, the following easements are hereby created:

Section 4.1.1 Declarant Office and Models. Declarant shall have the right to locate, relocate and maintain an office and models used in connection with the management of or sale of Lots owned by Declarant in the Planned Community. Notwithstanding that this Declaration may otherwise preclude use of Lots for such purpose or purposes, and subject to all of the provisions of this Declaration. Declarant shall not use more than six (6) Lots at any one time for purposes of maintaining models. The size of the models shall be consistent with the single family detached dwellings intended to be constructed upon the Lots within the Planned Community. Declarant also reserves the right to construct or place a structure upon any Lot (owned by Declarant) for purposes of an office. Said structure does not have to be a model. Declarant shall remove or cause to be removed the office structure. Declarant specifically reserves the right to relocate the office, from time to time, upon various Lots within the Planned Community owned by Declarant. Declarant reserves the right to use a model as an office. Nothing set forth in this Section 4.1.1 shall be construed as an obligation on the part of Declarant to construct single family dwellings within the Planned Community.

Section 4.1.2 Signs. Declarant shall have the right to maintain signs (including, but not limited to, promotional signs) in and upon Lots owned by Declarant and within Common Elements.

Section 4.1.3 Utility Easements. The Lots and Common Elements shall be, and are hereby made subject to easements in favor of Declarant, appropriate utility and service companies and governmental agencies or authorities for such utilities and service lines and equipment as may be necessary or desirable to serve any portion of the Property. The easements created in this Section 4.1.3 shall include, without limitation, the right of Declarant, or the providing service or utility company, or governmental agency or authority to install, lay, maintain, repair, relocate and replace gas lines, pipes and conduits, water mains and water pipes, sewer and drainage lines, television cables, telephone wires and electrical wires, conduit equipment and ducts and vents over, under, through, along and on the Lot and Common Elements. Notwithstanding the foregoing provision of this Section 4.1.3, unless approved in writing by the Lot Owner or Lot Owners affected thereby, any such easement through a Lot shall be located either in the substantially the same location as such facilities or similar facilities as existed at the time of the first conveyance of the Lot by Declarant, or so as not to materially interfere with the use or occupancy of the Lot.

Section 4.1.4 Declarant Easement to Correct Drainage. Declarant reserves an easement on, over and under the Lots and Common Elements for the purpose of maintaining, collecting and correcting drainage of surface water in order to maintain reasonable standards of health, safety and appearance. The easement created pursuant to this Section 4.1.4 expressly includes the right to cut any trees, brush, shrubbery, to grade the soil or to make any other actions reasonably necessary, following which Declarant shall restore the affected property as closely to its original condition as practical.

Section 4.1.5 Declarant Easement for Development of Convertible Real Estate. Declarant reserves an easement on, over and under Convertible Real Estate No. 1 (if Declarant elects to add Additional Real Estate No. 1), Convertible Real Estate No. 2 (if Declarant elects to add Additional Real Estate No. 2), and Convertible Real Estate No. 3 (if Declarant elects to add Additional Real Estate No. 3) for all purposes relating to the construction, development, leasing and sale of the Lots within said Convertible Real Estate parcels. This easement shall include, without limitation, the right of vehicular and pedestrian ingress, egress and regress, the right to park motor vehicles and to engage in construction and marketing activities of any nature whatsoever, including the moving and storage of building materials and equipment, the conduct of sales, leasing and management activities, the maintenance of models and office and erection and maintenance of directional and promotional signs.

Section 4.1.6 Association Easement. The Common Elements (including the Common Facilities and Controlled Facilities) shall be and are hereby made subject to an easement in favor of the Association and the agents, employees and independent contractors of the Association for purpose of inspection, upkeep, maintenance, repair and replacement of said Common Elements.

Section 4.1.7 Easement for Encroachments. Pursuant to Section 5216 of the Act, to the extent that any Lot or Common Element encroaches on any other Lot or Common Element, a valid easement for encroachment exists.

Section 4.1.8 Stormwater Management Easements. If Declarant elects not to add one or more parcels of Additional Real Estate, Declarant reserves, for the benefit of any such parcel or parcels of Additional Real Estate not added to the Planned Community, an easement to utilize any and all existing stormwater management facilities to facilitate the development of any such parcel or parcels of Additional Real Estate not added to the Planned Community. Further, with respect to any stormwater management facilities which Declarant may construct or cause to be constructed within any parcel of Additional Real Estate which is not added to the Planned Community, Declarant grants an easement to the Association (for the benefit of the Planned Community) the right to use any such stormwater management facilities required to facilitate stormwater management of the Planned Community. The stormwater easements reserved in this Section 4.1.8 shall be for the benefit of any parcel of Additional Real Estate which is not added to the Planned Community. The stormwater management easements granted pursuant to this Section 4.1.8 shall be for the benefit of the Planned Community. Any such stormwater management facilities constructed or to be constructed shall be available for the joint use of the Planned Community as well as the use of any parcel of Additional Real Estate not added to the Planned Community. With respect to the cost of maintenance and insurance for any jointly used stormwater management facilities, the cost shall be as agreed upon between Association and Declarant provided, however, that if Association and Declarant cannot agree as to the allocation of the cost of maintenance and insurance then, in that event, said cost shall be shared (and paid) equally by Association and each parcel of Additional Real Estate (benefited but not added) which utilizes said stormwater management facilities.

Section 4.1.9 Easement/Ingress/Egress. As set forth in Section 11.8, Declarant intends to offer the rights-of-way for all streets constructed within the Planned Community to Township. Pending acceptance of said offer of dedication for said rights-of-way (and if Township does not accept the offer or offers of dedication of said rights-of-way, Declarant hereby declares and creates for the benefit of all Lot Owners an easement for egress and ingress over and within said rights-of-way. The purpose of said easement shall be to provide pedestrian and vehicular access within the paved portion of the easements (streets) as well as the sidewalks constructed within the rights-of-way. If the Township does not accept the offer of dedication for any right-of-way within which a street and a sidewalk are constructed then, in that event, the easement shall be a perpetual easement and shall run with the land. Further, as set forth in Section 11.8, if any right-of-way within which a street and sidewalk, and other improvements, are constructed, is not accepted by Township, then said right-of-way, to include the streets, shall become a Common Facility subject to the terms and conditions of this Declaration. Nothing set forth herein shall be construed to impose any maintenance obligation with respect to any sidewalk constructed within said rights-of-way.

Section 4.1.10 Nature of Easements. All easements created in this Article IV, except easements created in Section 4.1.1 and Section 4.1.2, shall be perpetual easements and shall run with the land. With respect to the easements created pursuant to Section 4.1.1 and Section 4.1.2, said easements shall continue until the seventh (7th) anniversary of the recording of this Declaration, unless Declarant shall, by a written instrument (in recordable form), terminate said easement or easements prior to said date. In addition, any perpetual easement reserved or created by Declarant pursuant to Section 4.1, except easements reserved pursuant to Section 4.1.5, the easements reserved and created pursuant to Section 4.1.5 shall be deemed transferred by Declarant to Association upon the expiration period of Declarant's control.

ARTICLE V
AMENDMENT TO DECLARATION

Section 5.1 Amendment Generally. This Declaration may be amended only in accordance with the procedures specified in Section 5219 of the Act, other sections of the Act referred to in Section 5219 and the express provisions of this Declaration. Declarant reserves the right, without the consent of any Lot Owner or Permitted Mortgagee, except as provided in Section 5.1.2, to amend this Declaration for purposes of creating additional Lots and Common Elements within Convertible Real Estate as set forth in Article VI. Amendments of a material nature may be adopted (i) only by vote or agreement of Lot Owners of Lots to which at least sixty-seven (67%) percent of the votes in the Association are allocated, (ii) during the period of Declarant's control as described in Section 10.1, the prior written approval of HUD and VA if HUD or VA have any insured mortgages pertaining to any Lot within the Planned Community, and (iii) at least fifty-one (51%) percent of the votes of Permitted Mortgagees. The right to amend the Declaration shall be subject to the provisions of Section 5219(d) of the Act. Nothing set forth in this provision shall modify, reduce or restrict, in any way, the right of the Executive Board to amend the Declaration with respect to technical corrections as set forth in Section 5219(d) of the Act.

Section 5.1.1 Termination of Planned Community.

- (a) Votes Required. Except in the case of taking of all Lots by eminent domain, the Planned Community may be terminated by the agreement of Lot Owners of Lots to which at least eighty (80%) percent of the votes in the Association are allocated.
- (b) Execution and Recording Agreement and Ratification. An agreement to terminate must be evidenced by the execution or ratification of a termination agreement, in the same manner as a deed, by the requisite number of Lot Owners who are owners of record preceding the date of recording the termination agreement. The termination agreement must specify the date it was first executed or ratified by a Lot Owner. The termination agreement shall become void unless the termination agreement is recorded on or before the earlier of the expiration of one (1) year from the date it was first executed and ratified by a Lot Owner or such date as shall be specified in the termination agreement. The termination agreement and all ratification thereof must be recorded in the Office of the Recorder of Deeds of York County, Pennsylvania and shall be indexed in the name of the Planned Community in both the grantor and grantee index. The termination agreement is effective only upon recording.

Section 5.1.2 Notice to Permitted Mortgagees. The Executive Board shall provide at least thirty (30) days prior written notice to all Permitted Mortgagees (specifically to include, but not limited to, Permitted Mortgagees with mortgages insured by HUD or VA) of any proposed amendment to the Declaration which amendments are of a material nature and each Permitted Mortgagee shall, within thirty (30) days after the Permitted Mortgagee receives notice of said proposal, either approve or disapprove the proposed amendment. Notice of the proposed amendment shall be forwarded to each Permitted Mortgagee by registered or certified mail, return receipt requested. If the Permitted Mortgagee (except a Permitted Mortgagee of a mortgage insured by HUD or VA) shall fail to respond within thirty (30) days after receipt of notice of the proposal (as evidenced by the return receipt) then the Permitted Mortgagee shall be deemed to

have approved the proposed amendment. With respect to a Permitted Mortgagee of a mortgage insured by HUD or VA, the prior written consent of HUD and VA to any such amendment to the Declaration is required in accordance with the provisions of Section 5.1.

Section 5.1.3 Amendment/Section 8.13, Section 8.14 and Section 8.15. Section 8.13, Section 8.14 and Section 8.15 shall not be amended except with the prior written approval of Township.

Section 5.1.4 Amendment/Section 4.1.5 and Section 4.1.8. Section 4.1.5 and Section 4.1.8 shall not be amended except with the prior written approval of Declarant.

Section 5.2 Granting of Certain Easements. The granting of easements for public utility or other public purposes consistent with the intended use of the Common Elements shall not be deemed a transfer within the meaning of this Article.

ARTICLE VI
**OPTION TO EXPAND - ADDITIONAL REAL ESTATE/CONVERTIBLE REAL ESTATE/
WITHDRAWABLE REAL ESTATE**

Section 6.1 Reservation/Additional Real Estate. Declarant hereby reserves a right until the seventh (7th) anniversary from the date of recording of this Declaration to add Additional Real Estate No. 1, Additional Real Estate No. 2 and Additional Real Estate No. 3 to the Planned Community. If Declarant shall elect to add Additional Real Estate No. 1, Additional Real Estate No. 2 or Additional Real Estate No. 3, or all or any combination thereof, then Declarant shall have the right to convert all or a portion of said Additional Real Estate parcels (then Convertible Real Estate) into Lots and Common Elements (including Common Facilities and Controlled Facilities or any combination thereof) from time to time in compliance with Section 5211 of the Act without the consent of any Lot Owner or Permitted Mortgagee.

Section 6.2 Procedure/Adding Additional Real Estate. If Declarant shall elect to add Additional Real Estate to the Planned Community, Declarant shall prepare, execute and record an amendment to this Declaration pursuant to Section 5219 of the Act and comply with Section 5210 of the Act. Declarant is the Lot Owner of any Lot thereby created. The amendment to this Declaration must assign an Identifying Number to each Lot formed in the Additional Real Estate (then Convertible Real Estate) and reallocate votes in the Association and Common Expense Liabilities. The amendment shall described any Common Element (Common Facilities or Controlled Facilities, or both) formed out of the Additional Real Estate (then Convertible Real Estate).

Section 6.3 Additional Real Estate Becomes Convertible Real Estate. If Declarant shall add Additional Real Estate pursuant to Section 6.1 and Section 5211(a) of the Act, said Additional Real Estate shall become Convertible Real Estate (not Withdrawable Real Estate, unless Declarant shall identify a portion of said Additional Real Estate as Withdrawable Real Estate) and shall be added to the Planned Community.

Section 6.4 Time Limit. Nothing in Article VI or any other provision in this Declaration, shall extend the time limit for adding Additional Real Estate and converting Convertible Real Estate in this Planned Community imposed by the Declaration under Section 5206 of the Act. Declarant shall have seven (7) years after the recording of the Declaration to exercise the option to add the Additional Real Estate and convert the

Convertible Real Estate as set forth in Section 6.1. Nothing set forth in this Article VI or this Declaration shall be construed to restrict, in any way, said time limit.

Section 6.5 HUD and VA Approval/Additional Real Estate. In the event that Declarant shall elect to add Additional Real Estate No. 1, Additional Real Estate No. 2, or Additional Real Estate No. 3, before said Additional Real Estate is added to the Planned Community, the Declarant shall obtain the prior written approval of HUD and VA. Notwithstanding the foregoing, if Declarant control shall terminate then, in that event, Declarant shall not be required to obtain the prior written approval of HUD or VA in order to add Additional Real Estate to the Planned Community.

Section 6.6 Declarant's Option Not to Add Additional Real Estate. Declarant specifically has the right, in Declarant's sole and absolute discretion, to determine whether Declarant elects to add Additional Real Estate to the Planned Community. Nothing set forth in this Declaration or otherwise shall be construed as an obligation on the part of Declarant or otherwise to add Additional Real Estate to the Planned Community.

Section 6.7 Assurances. If the Additional Real Estate is added and if the Convertible Real Estate is converted, the Lots shall be located as shown on the amendment to the Plats and Plans. At such time as the Convertible Real Estate is completely converted, the maximum number of building Lots in each parcel of Convertible Real Estate shall not exceed the number of Lots set forth in Section 2.2.2, Section 2.2.3 and Section 2.2.4, as applicable. All Lots will be restricted exclusively for residential use. Any single family detached dwelling and any single family attached dwelling constructed within the Convertible Real Estate will be compatible in quality of construction of the single family dwellings constructed upon other Lots within the Planned Community. All restrictions in this Declaration affecting use, occupancy and development of Lots will apply to Lots created within Convertible Real Estate. There are no other assurances made as to any other improvements and Common Elements made, created, to be made or created within the Convertible Real Estate. The reallocation of relative voting strength and Common Expense Liability for each Lot within Convertible Real Estate shall be computed as required in Section 2.1. Specifically, each Lot shall be allocated one (1) vote in the Association.

Section 6.8 Modification of Area of Lots. Declarant specifically reserves the right to modify the area of any Lot to be subdivided in Convertible Real Estate, by enlarging or decreasing the area of the Lot. The actual area of the Lot shall be accurately reflected in the amendment to Plats and Plans to be recorded when the amendment to Declaration is recorded adding the Additional Real Estate and converting the Convertible Real Estate.

Section 6.9 Reservation/Withdrawable Real Estate. There is no Withdrawable Real Estate in connection with Phase I of the Planned Community. However, if Declarant adds Additional Real Estate No. 1, Additional Real Estate No. 2 or Additional Real Estate No. 3, or all or any combination thereof, Declarant specifically reserves the right to designate a portion or portions of said Additional Real Estate as Withdrawable Real Estate. If Declarant shall elect to withdraw any designated Withdrawable Real Estate, Declarant shall have the right to withdraw any designated Withdrawable Real Estate parcel or parcels in compliance with Section 5212 of the Act without the consent of any Lot Owner or Permitted Mortgagee. If Declarant shall elect to withdraw any parcel of Withdrawable Real Estate, Declarant shall obtain the prior written approval of HUD and VA prior to the withdrawal of said Withdrawable Real Estate.

Section 6.10 Procedure/Withdrawing Withdrawable Real Estate. If Declarant shall designate one (1) or more parcels of Withdrawable Real Estate in connection with Additional Real Estate No. 1, Additional Real Estate No. 2 or Additional Real Estate No. 3, and if Declarant elects to withdraw any parcel of Withdrawable Real Estate, Declarant shall prepare, execute and record an amendment to this Declaration pursuant to Section 5219 of the Act and comply with Section 5212 of the Act.

Section 6.11 Declarant's Option Not to Withdraw Withdrawable Real Estate. If Declarant designates any portion of the Planned Community as Withdrawable Real Estate, Declarant specifically has the right, in Declarant's sole and absolute discretion, to determine whether Declarant elects to withdraw Withdrawable Real Estate from the Planned Community. Nothing set forth in this Declaration or otherwise shall be construed as an obligation on the part of Declarant or otherwise to withdraw Withdrawable Real Estate from the Planned Community.

ARTICLE VII **USE AND DEVELOPMENT RESTRICTIONS**

Section 7.1 Use, Occupancy and Development Restrictions. Lots, Common Facilities and Controlled Facilities shall be subject to the following restrictions:

- (a) No building Lot shall be used for any other purpose other than a private, single family detached dwelling, private, single family semi-detached dwelling or a private, single family attached dwelling for the Lot Owner or Owners or his, her or their immediate family or by a natural Person or Person's immediate family to whom the Lot Owner has leased the dwelling subject to the provisions of this Declaration and Bylaws.
- (b) No building or other structure shall be erected, altered, placed or permitted to remain on any Lot other than (i) a single family attached dwelling, not to exceed two (2) stories in height with an attached private garage, a one-story accessory building (not to exceed 200 square feet) and a swingset, playhouse or combination thereof as described in Section 7.1(y), (ii) a single family detached dwelling, not to exceed two (2) stories in height, with an attached private garage, one-story accessory building (not to exceed 200 square feet) and a swingset, playhouse or combination thereof as described in Section 7.1(y) or (iii) a single family semi-detached dwelling, not to exceed two (2) stories in height, with an attached garage, one-story accessory building (not to exceed 200 square feet) and a swingset, playhouse or combination thereof as described on Section 7.1(y).
- (c) All Lots (to include the dwellings constructed thereon) shall be used exclusively for residential use or residential purposes.
- (d) No business of any kind shall be conducted upon any Lot or the single family attached dwelling (to include the attached garage and accessory building), the single family detached dwelling (to include the attached garage and accessory building) or single family semi-detached dwelling (to include the attached garage and accessory building)

constructed upon or within said Lot with the exception of the business of Declarant (to include any successor Declarant) developing any or all of the Lots or Property.

- (e) Declarant shall approve the plans and specifications for all structures or buildings (including the single family attached dwelling, single family detached dwelling, single family semi-detached dwelling and accessory building) to be erected upon any Lot prior to the commencement of any construction. Declarant shall approve the material to be used in construction of the exterior of any single family attached dwelling (to include the attached garage), single family detached dwelling (to include the attached garage) or single family semi-detached dwelling (to include the attached garage) and accessory building to be constructed upon any Lot prior to commencement of any construction. Upon the expiration of Declarant's control (as described in Section 10.1) the Executive Board shall approve plans and specifications for any single family attached dwelling, any single family detached dwelling or a single family semi-detached dwelling to be constructed upon a Lot, any accessory building to be constructed upon a Lot, any additions or alterations to any existing single family dwelling (to include the attached garage and existing accessory building) which said approval shall include the material to be used in the construction of any addition or alteration of an existing single family dwelling (to include the attached garage and accessory building). Said approval authority of the Executive Board (when applicable) shall be consistent with the approvals previously granted by Declarant in connection with the Planned Community.
- (f) No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot. However, dogs, cats and other household pets may be kept so long as they are not kept, bred or maintained for commercial purposes. Household pets shall at all times be kept on a leash or some other appropriate means of control. Should any question arise as to what constitutes a household pet, the decision of Declarant and following expiration of Declarant's control, the decision of the Executive Board, shall be final, binding and conclusive.
- (g) A fence, wall or other dividing instrumentality (e.g. vegetative hedge) may be constructed or planted upon a Lot upon which a single family detached dwelling or a single family semi-detached dwelling (not a single family attached dwelling) may be constructed and shall be constructed or erected behind the rear building line of the single family detached dwelling or the single family semi-detached dwelling constructed (or to be constructed) upon the Lot. Any fence, wall or other dividing instrumentality shall be approved by Declarant and upon expiration of Declarant's control, by the Executive Board; any such fence, wall or other dividing instrumentality shall be constructed in accordance with municipal requirements. The "rear building line of a single family detached or single family semi-detached dwelling constructed upon the Lot" shall mean a line extended from the rear exterior corners of the single family detached dwelling or single family semi-detached dwelling at a 90 degree angle to the side property lines of the Lot. In the event of a dispute as to what constitutes the "rear building line of the single family detached dwelling of the single family semi-detached dwelling constructed upon the Lot" the determination of the Declarant and, following the

expiration of Declarant's control, the Executive Board, shall be binding, final and conclusive. A fence, wall or other dividing instrumentality may not be constructed (or planted) upon any Lot unless a single family detached dwelling or a single family semi-detached dwelling has been or is in the process of being constructed upon said Lot.

- (h) No rubbish, trash or garbage, or any other waste material shall be kept or permitted on any Lot except in sanitary containers located in the appropriate area on each Lot concealed from public view. The burning of trash, rubbish, garbage and other waste material, including leaves and other tree products, is prohibited. The foregoing shall not prohibit Declarant or any builder from burning trash or other construction debris in connection with the construction of a single family dwelling or the construction of site improvements (e.g. roads, curbs, detention basin and drainage easements).
- (i) No outbuilding, accessory building, tent, shack, garage, trailer, shed or temporary building of any kind shall be used as a residence either temporarily or permanently on any Lot.
- (j) No single family attached dwelling, single family detached dwelling, single family semi-detached dwelling or accessory building shall be located on any Lot near the front, side and rear lot lines than the minimum set back lines as shown on the Final Subdivision Plan/Phase I (or the final subdivision plan in connection with any parcel of Additional Real Estate, if applicable).
- (k) No Lot Owner shall at any time raise or lower the grade of any Lot above or below the grade established or to be established by Declarant without the prior written consent of Declarant and following expiration of Declarant's control, by the Executive Board.
- (l) No signs, billboards or advertising devices of any kind, except those used in the subsequent sale or rental of the single family dwelling constructed upon any Lot shall be placed or otherwise constructed upon any Lot. Any permitted signs shall not be greater in outside dimensions of two (2) feet by three (3) feet or six (6) square feet (total area) and shall not be illuminated. This restriction shall not apply to Declarant. This restriction shall not apply to any builder approved by Declarant during the course of construction of a single family dwelling.
- (m) No commercial or non-passenger vehicle of any type and no unlicensed motor vehicle of any type shall be permitted to remain overnight upon a Lot or upon any street within the Planned Community unless garaged. This restriction shall not apply to Declarant or builders (to include subcontractors) in conjunction with the building or construction activities.
- (n) No boats, campers, trailers or other recreational vehicles shall be permitted to be parked on any street for more than one (1) day.

- (o) No satellite dish antenna, television antenna, "earth station", radio antenna or towers of any kind shall be permitted to be erected upon any Lot or upon the single family dwelling constructed upon any Lot. This restriction shall not prohibit a small dish antenna not to exceed two (2) feet in diameter attached to a single family dwelling.
- (p) No noxious, unsightly or offensive activity, including vehicle repairs, shall be conducted upon any Lot or any streets within the Planned Community nor shall anything be permitted to be done thereon which may be or may become an annoyance or nuisance to other Lot Owners. Notwithstanding the proceeding, a Lot Owner may make vehicle repairs provided that said repairs are conducted in the Lot Owner's attached garage.
- (q) Resubdivision of any Lot by any Lot Owner is prohibited. This restriction shall not apply to Declarant. Acquisition of two (2) or more abutting Lots and constructing one (1) single family detached dwelling shall not be deemed a "resubdivision" or a "subdivision" and is permissible, subject to municipal requirements.
- (r) All Lots are to be maintained in clean and sanitary condition and all lawns, shrubs and other vegetation shall be groomed and maintained regularly as needed. All sidewalks and driveways located on any Lot or within the right-of-way of the street abutting such Lot shall be kept free of snow, ice and debris.
- (s) All driveways shall be bituminous asphalt or concrete. All driveways, final grading and seeding must be completed at the time of completion of the single family dwelling. Landscaping shall be completed within six (6) months after completion of the single family dwelling, weather permitting.
- (t) Location, style and design of mailbox shall be approved by Declarant.
- (u) The exterior colors of all single family dwellings, including shutters and exterior doors, shall be approved by Declarant.
- (v) No above-ground swimming pools shall be permitted. No in-ground swimming pools shall be permitted with respect to a Lot upon which a single family attached dwelling or a single family semi-detached dwelling has been or will be constructed. An in-ground swimming pool shall be permitted upon a Lot on which a single family detached dwelling has been constructed and said in-ground swimming pool shall be constructed at the rear of the single family detached dwelling constructed upon the Lot.
- (w) The exterior walls of all single family attached dwellings, all single family detached dwellings and all single family semi-detached dwellings, to include the garage and accessory building, shall extend to or below the ground level so that no part of the foundation will show; parge will be considered part of the foundation. Building blocks or concrete shall not be used in the exterior wall of any single family dwelling, garage and accessory building above the finished grade of the ground unless covered with brick,

natural stone, wood, aluminum siding, vinyl siding or some other material as shall be approved by Declarant.

- (x) Electric service for the single family dwelling (to include the garage and accessory building) constructed upon each Lot shall be supplied only from underground distribution in accordance with the then current tariff provisions of the electrical utility providing said service.
- (y) Any swingset, playhouse, any combination of swingset and playhouse, slide or other such apparatus, shall not be constructed or erected on any Lot without the prior written approval of Declarant, and following expiration of Declarant's control, the Executive Board. The Declarant or Executive Board, as applicable, shall not approve any such swingset, playhouse or any combination of swingset and playhouse or other apparatus shall only be constructed or erected to the rear of the single family detached dwelling constructed upon the Lot and shall not be constructed or erected within thirty (30) feet of any side or rear property line for the Lot or, with respect to a single family attached dwelling and a single family semi-detached dwelling, shall not be constructed or erected within ten (10) feet of any side or rear boundary line for the Lot.
- (z) Following the expiration of Declarant's control the approval authority reserved by Declarant pursuant to this Section 7.1 shall be delegated to the Executive Board.
- (aa) Following the expiration of Declarant's control the Executive Board may, from time to time, promulgate Rules and Regulations not inconsistent with the provisions of this Declaration concerning the use, occupancy and development of the Property, subject to the rights of the Lot Owners to change such Rules or Regulations.

ARTICLE VIII

BUDGET: COMMON EXPENSES: ASSESSMENTS AND APPORTIONMENT

Section 8.1 Budget and Payments. The annual budget of the Association shall be adopted in accordance with the Bylaws. All Common Expense assessments shall be due and payable, in full, in advance, unless the Executive Board shall otherwise direct. Special assessments shall be assessed in accordance with the Bylaws, and shall be due and payable, in full, in advance, unless the Executive Board shall otherwise direct.

Section 8.2 Assessments for Common Expenses. Until the Association makes a Common Expense assessment, Declarant shall pay all Common Expenses of the Planned Community. After the first annual assessment has been made by the Association, assessments shall be made at least annually, based on the budget adopted at least annually by the Association. The budget of the Association shall segregate Limited Common Expenses from General Common Expenses if and to the extent appropriate.

Section 8.3 Allocation of Interest. Common Expenses shall be assessed against all Lots in accordance with the Common Expense Liability allocated to each Lot. Any past due assessment or installment, if applicable, shall bear interest at the rate established by the Association at not more than fifteen (15%) percent per year.

Section 8.4 Limited Common Expense/Assessment. If and to the extent applicable, any Common Expense associated with the maintenance, repair or replacement of a Limited Common Element shall be assessed in equal shares against the Lots to which that Limited Common Element was assigned at the time the expense was incurred. Declarant does not contemplate creation of any Limited Common Elements within the Planned Community. Any Common Expenses benefiting fewer than all of the Lots shall be assessed exclusively against the Lots benefited. Declarant contemplates, in connection with the construction of single family attached dwellings, to provide lawn care and snow removal for the single family attached dwellings (not single family semi-detached dwellings). Accordingly, the cost of the lawn care and snow removal shall be assessed as a Common Expense which benefits the Owners of the Lots upon which single family attached dwellings are constructed. If a Common Expense is caused by the negligence or misconduct of any Lot Owner, the Lot Owner's family members, guests or invitees, the Association may assess that expense exclusively against that Lot Owner.

Section 8.5 Reallocation/Common Expense Liability. If Common Expense Liabilities are reallocated, Common Expense assessments and, if applicable, any installments thereof not yet due, shall be reallocated in accordance with the reallocated Common Expense Liability.

Section 8.6 Lien for Assessments. The Association has a lien on a Lot for any assessment levied against the Lot or fines imposed against the Lot Owner from the time the assessment or fine becomes due. The Association's lien may be foreclosed in a like manner as a mortgage on Real Estate. A judicial or other sale of the Lot and execution of a Common Element lien or any other lien shall not affect the lien of a Permitted Mortgage on the Lot, except the Permitted Mortgage for which the sale is being held, if the Permitted Mortgage is prior to all liens upon the same Lot except those liens identified in 42 Pa.C.S.A. §8152(a) and liens for assessments imposed by the Association pursuant to this Section 8.6 and in accordance with Section 5315(a) of the Act. A lien pursuant to this Section 8.6 and Section 5315 of the Act shall have the priority set forth in Section 5315(b) of the Act and is subject to the sections set forth in Section 5315(b) of the Act.

Section 8.7 Notice and Perfection of Liens. Subject to the priority of liens set forth in Section 5315(b) of the Act, recording of this Declaration constitutes record notice and perfection of a lien on a Lot for any assessment levied against that Lot or fines imposed against the Lot Owner.

Section 8.8 Costs and Attorneys Fees. A judgement or decree in any action or suit brought under Section 5315 of the Act shall include costs and reasonable attorney's fees for the prevailing party.

Section 8.9 Statement of Unpaid Assessments. The Association shall furnish to a Lot Owner upon written request a recordable statement setting forth the amount of unpaid assessments currently levied against the Lot Owner's Lot and any credits or surplus in favor of that Lot under 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 all other Lot Owners.

Section 8.10 Association Records. Association shall keep financial records sufficiently detailed to enable the Association to comply with Section 8.9 and Section 5407 of the Act. All financial or other records of the Association shall be made reasonably available for examination by any Lot Owner and authorized agents.

Section 8.11 Annual Financial Statements. Within one hundred eighty (180) calendar days after the close of the Association's fiscal year, the Association shall prepare annual financial statements consisting of at least a balance sheet and a statement of revenues and expenses for the Association. The cost of preparing the financial statements shall be a Common Expense. Each Lot Owner shall be entitled to receive from Association, within thirty (30) days after submitting a written request to the Association, a copy of the annual financial statements and, if such financial statements are audited, reviewed or compiled by an independent certified public accountant or independent public accountant, a copy of the independent accountant's report on the financial statement, the Association may charge a fee not to exceed the cost of producing copies of records other than the financial statement.

Section 8.12 Filing a Complaint. If Association fails to provide a copy of the annual financial statements and, if applicable, report of the independent accountant is required under Section 8.11, to the requesting Lot Owner within thirty (30) days of the Lot Owner's written request, or the financial records of the Association which substantiate Association's financial statement are not made reasonably available for examination by any Lot Owner or authorized agent, the Lot Owner may file a complaint with the Bureau of Consumer Protection of the Office of Attorney General.

Section 8.13 Failure to Maintain Common Facilities/Controlled Facilities. If Declarant or Association, as applicable, shall fail to maintain, repair or reconstruct the Common Facilities, Controlled Facilities as defined in Section 3.2.2, or drainage facilities under control of and responsibility of Association or Declarant, as applicable, in accordance with the Final Subdivision Plan/Phase I or Township regulations after written notice to do so by Township and said deficiency remains uncured for a period of thirty (30) calendar days, then Township, its agents or contractors, shall have the right to enter onto the Planned Community and perform the necessary maintenance, repairs or reconstruction at the expense of Declarant, Association or Lot Owners, provided, however, that with respect to Lot Owners the provisions of Section 8.14 shall be applicable.

Section 8.14 Cost of Maintenance/Township/Common Facilities and Controlled Facilities. If Township is required to maintain, repair or reconstruct any Common Facility or any Controlled Facility, Township shall have the rights and remedies under the Municipal Claim Act, 53 P.S. §7101 *et seq.* If the Township shall impose a lien against the Association for any such required maintenance, repair or reconstruction of any Common Facility or any Controlled Facility, each Lot Owner shall have the right to pay the amount of the lien attributable to his, her or their Lot and the Township shall, upon receipt of payment, deliver a release of the lien covering that Lot. The amount of the payment shall be proportionate to the ratio which the Lot Owner's Common Expense Liability bears to the Common Expense Liability of all Lot Owners whose Lots are subject to the lien. After payment, the Association may not assess or have a lien against the Lot Owner's Lot for any portion of the Common Expense incurred in connection with that lien.

Section 8.15 General Note 21-Final Subdivision Plan/Phase I. In addition to the rights reserved to Township pursuant to Section 8.13 and Section 8.14, pursuant to General Note 21, Final Subdivision Plan/Phase I (Sheet 1 of 12), Township has reserved additional rights with respect to the drainage facilities (either Controlled Facilities or Common Facilities). Specifically, Township has reserved the right to (i) inspect the facilities at any time; (ii) require Declarant or Association (as appropriate) to take corrective actions and to assign reasonable time periods for any necessary action; and (iii) authorize the maintenance to be done by the Township or an agent or contractor of the Township and liening the cost of the work against each Lot and the Lot Owner or Owners of said Lot within the Planned Community in accordance with the provisions of Section

8.14. In addition, the rights of Township, as set forth herein, is required to be set forth in each deed conveying any Lot containing a stormwater management facility (to include drainage easement) as described in Section 3.2.2(b).

ARTICLE IX
RIGHTS OF PERMITTED MORTGAGEES

Section 9.1 Reports and Notices. Upon the specific written request of a Permitted Mortgagee or its servicer to the Executive Board, the Permitted Mortgagee shall be entitled to receive some or all of the following as designated in the request:

- (a) Copies of budgets, notice of assessment, or any other notices or statements provided under this Declaration by the Executive Board to the Lot Owner covered by the Permitted Mortgagee;
- (b) Any audited or unaudited financial statements of the Executive Board which were prepared for the Executive Board and submitted to the Lot Owners;
- (c) Copies of notice of meetings of the Lot Owners and the right to be present at any such meetings by a designated representative;
- (d) Notice of the decision of the Lot Owners to make any material amendment to this Declaration;
- (e) Notice of the commencement of any condemnation or eminent domain proceedings with respect to any part of the Property;
- (f) Notice of the default of the Lot Owner of the Lot which is the subject of the Permitted Mortgagee, where such default is not cured by the Unit Owner within thirty (30) days after the giving of notice by the Association to the Lot Owner of the existence of the default;
- (g) The right to examine the books and records of the Executive Board at any reasonable time;
- (h) Notice of any decision by the Executive Board to hire professional management for the Planned Community.

The request of a Permitted Mortgagee or its servicer shall specify which of the above items it desires to receive and shall indicate the address to which any notices or documents shall be sent by the Executive Board. The Executive Board shall not be required to inquire into the validity of any request made by a Permitted Mortgagee hereunder and in the event of multiple requests pertaining to the same Lot, the Executive Board shall honor the most recent request received.

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

Section 9.2 HUD and VA Insured Mortgages. Mortgages insured by HUD or VA are Permitted Mortgages and the holder of such mortgages are Permitted Mortgagees.

Section 9.3 Failure to Pay Assessments/Default. With respect to any Permitted Mortgage insured by HUD or VA, the failure of the Lot Owner or Owners to pay assessments shall not constitute a default under such Permitted Mortgage.

ARTICLE X DECLARANT'S RIGHTS

Section 10.1 Declarant's Control.

- (a) Until the sixtieth (60th) day after Disposition of twenty-five (25%) percent of the Lots, not less than twenty-five (25%) percent of the members of the Executive Board shall be elected by Lot Owners other than Declarant.
- (b) Not later than sixty (60) days after Disposition of fifty (50%) percent of the Lots, not less than thirty-three and one-third (33 1/3%) percent of the members of the Executive Board shall be elected by Lot Owners other than Declarant.
- (c) Not later than the earlier of (i) seven [7] years after the recording of this Declaration; or (ii) one hundred twenty [120] days after Disposition of seventy-five (75%) percent of the Lots, all members of the Executive Board shall resign and the Lot Owners (including Declarant to the extent of Lots owned by Declarant) shall elect a new five (5) member Executive Board, at least of majority of whom must be Lot Owners.
- (d) In determining whether the period of Declarant's control has terminated pursuant to Section 10.1(c), the percentage of Lots conveyed or transferred shall be that percentage which would have been conveyed if all Lots Declarant has created or has reserved the right to create in Additional Real Estate No. 1, Additional Real Estate No. 2 and Additional Real Estate No. 3 by Declarant before such actions become effective.
- (e) Declarant may voluntarily surrender the right to appoint and remove officers of the Executive Board. In that event Declarant may require, for the duration of the period of Declarant's control, specified actions of the Association or Executive Board, as described in a recorded instrument executed by the Declarant, be approved by Declarant before such actions become effective.
- (f) Declarant shall have the right to terminate Declarant's control at any time in writing by recordable document recorded in the Office of the Recorder of Deeds of York County, Pennsylvania.

- (g) Regardless of the period provided in this Declaration, the period of Declarant's control terminates no later than the earlier of: (i) sixty [60] days after Disposition of seventy-five (75%) percent of Lots which may be created; (ii) two [2] years after Declarant (to include successor Declarants) have ceased to offer Lots for sale in the ordinary course of business; or (iii) two [2] years after any Development Rights to add to Lots has been exercised.

Section 10.2 Special Declarant's Rights. Declarant specifically reserves all Special Declarant's Rights, as defined in Section 1.3.3(jj) and as defined in Section 5103 of the Act. Nothing set forth in this Declaration or otherwise shall be deemed to restrict, modify or alter Special Declarant's Rights.

Section 10.3 Transfer of Special Declarant's Rights. Declarant shall have the right to transfer any or all Special Declarant's Rights created and reserved in this Declaration and the Act by an instrument evidencing said transfer recorded in the Office of the Recorder of Deeds of York County, Pennsylvania, indexed in the name of the Planned Community in both the grantor and grantee indices. The instrument shall not be effective unless executed by the transferee. Said transfer shall be accordance with Section 5304 of the Act. Liability of Declarant following the transfer of Special Declarant's Rights shall be as set forth in Section 5304(b) of the Act. The obligations of the Person who succeeds the Special Declarant's Rights shall be in accordance with Section 5304(e) and (f) of the Act.

Section 10.4 Development Rights. Declarant reserves all Development Rights, as defined in Section 1.3.3(n) and Section 5103 of the Act. Declarant reserves the right to transfer all or part of the Development Rights in the manner described in Section 10.3 pertaining to the transfer of Special Declarant's Rights. Declarant reserves the right to transfer Development Rights, in whole or in part, as part of the transfer of any Special Declarant's Rights.

ARTICLE XI **MISCELLANEOUS**

Section 11.1 Invalidity. The invalidity of any provision of this Declaration shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration and, in such event, all other provisions of this Declaration shall continue in full force and effect as if such invalid provision had never been included herein.

Section 11.2 Waiver. No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

Section 11.3 Initial Fee. Each Lot Owner (specifically excluding Declarant), except as provided in Section 5302(12)(III) of the Act, shall, at the time of closing with respect to any Lot, pay an initial fee to the Association of One Hundred (\$100.00) Dollars. The One Hundred (\$100.00) Dollar initial fee shall be paid to the Association and shall be included in the Reserve Fund which shall be held in a segregated account by the Association for purposes of replacement of Common Elements that the Association is obligated to maintain. Declarant shall not have the right to use all or any portion of the Reserve Fund to defray any Declarant's

expense or construction cost or any other cost. Declarant shall deliver the Reserve Fund, together with interest earned, to the Association.

Section 11.4 Lot Owner's Rights and Duties. Each Lot Owner shall be subject to all the rights and duties assigned to Lot Owners under this Declaration, Bylaws and the Act. Declarant, as to any unsold Lot within the Planned Community, shall also enjoy all rights of a Lot Owner and shall assume all obligations of a Lot Owner as those rights and duties relate to each individual unsold Lot, except as specifically provided otherwise in this Declaration or the Act.

Section 11.5 Association/Bylaws. Declarant has organized a Pennsylvania nonprofit corporation known as "Ashcombe Farms/Dover Homeowners' Association" and has adopted Bylaws of said corporation in accordance with the Act and consistent with this Declaration. The Bylaws are attached marked Exhibit N and made part hereof.

Section 11.6 Declarant's Delivery of Items to Association. Declarant shall, in accordance with Section 5320 of the Act, upon the expiration of Declarant's control or upon the voluntary termination of Declarant's control, deliver to Association within sixty (60) days after said termination of Declarant's control, all items, tangible personal property and funds, to the extent applicable, as described in Section 5320 of the Act.

Section 11.7 Warranty Against Structural Defects/Common Facilities/Association. Pursuant to Section 5411 of the Act, Declarant is required to provide to Association a warranty against structural defects for Common Facilities, constructed by Declarant, which said warranty shall have a term of two (2) years. The warranty against structural defects for Common Facilities shall begin as of the date of completion of said Common Facilities.

Section 11.8 Streets. Ashcombe Drive (that portion to be constructed within Phase I of the Planned Community) and Boxwood Court (to include the terminal cul-de-sac), as shown on Final Subdivision Plan/Phase I, are to be constructed in accordance with municipal requirements and Declarant shall offer the rights-of-way and the improved streets to Township for dedication. Upon acceptance of the offer of dedication by Township, said streets shall become public streets. In the unlikely event that the rights-of-way (to include the streets constructed therein) are not accepted by Township then, in that event, said rights-of-way and the streets constructed therein shall become Common Facilities and shall be governed by the provisions of this Declaration and the Act.

Section 11.9 Enforcement. Declarant, Association and each Lot Owner are empowered to enforce the provisions of this Declaration. Declarant's right to enforce the provisions of this Declaration shall terminate upon the expiration or termination of Declarant's control, except if Declarant continues to own any Lot subsequent to the expiration or termination of Declarant's control.

Section 11.10 Gender. The use of the masculine gender in this Declaration shall be deemed to refer to the feminine gender and the use of the singular shall be deemed to refer to the plural and vice versa, whenever the context so requires.

IN WITNESS WHEREOF, the said Country Square Partnership, by its General Partners, have caused this Declaration to be executed as of the day and year first above written.

Declarant:
Country Square Partnership
Ashcombe Products Company, a Partner

By: *John S. Thornton* (SEAL)
John S. Thornton, President
Vernon E. Anderson (SEAL)
Vernon E. Anderson, Partner
Ronald I. Stern (SEAL)
Ronald I. Stern, Partner

ACKNOWLEDGMENT

The undersigned, being a duly authorized official on behalf of Dover Township, York County, Pennsylvania, executes this Acknowledgment for the purpose of confirming that Township accepts the provisions of Section 3.5, Section 8.13, Section 8.14 and Section 8.15, and agrees to be bound by the terms and conditions thereof. This Acknowledgment executed this 8th day of June, 1999.

Dover Township

By: *Susan M. Kline*
(Vice) Chairman
Board of Supervisors

ATTEST:

Sever G. Heilmann
Township Secretary

RECORDER OF DEEDS
YORK COUNTY
PENNSYLVANIA
INSTRUMENT NUMBER
1999044192
RECORDED ON
JUN 16, 1999
3:27:48 PM
RECORDING FEES \$290.00
STATE WRIT TAX \$0.50
COUNTY ARCHIVES FEE \$1.00
ROD ARCHIVES FEE \$1.00
TOTAL \$292.50

COMMONWEALTH OF PENNSYLVANIA :
: ss.
COUNTY OF Cumberland :

On this, the 3rd day of June, 1999, before me, the undersigned officer, personally appeared **JOHN S. THORNTON**, who acknowledged himself to be the President of Ashcombe Products Company, and that he as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the Corporation by himself as President.

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

Dianne Lenig
Notary Public

NOTARIAL SEAL
DIANNE LENIG, Notary Public
Lemoyne Borough Cumberland Co.
My Commission Expires Dec. 21, 2001

COMMONWEALTH OF PENNSYLVANIA :
: ss.
COUNTY OF Cumberland :

On this, the 3rd day of June, 1999, before me, a notary public, the undersigned officer, personally appeared **VERNON E. ANDERSON**, Partner of Country Square Partnership, known or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purposes therein contained.

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

Dianne Lenig
Notary Public

NOTARIAL SEAL
DIANNE LENIG, Notary Public
Lemoyne Borough Cumberland Co.
My Commission Expires Dec. 21, 2001

COMMONWEALTH OF PENNSYLVANIA :
: ss.
COUNTY OF Cumberland :

On this, the 3rd day of June, 1999, before me, a notary public, the undersigned officer, personally appeared **RONALD I. STERN**, Partner of Country Square Partnership, known or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purposes therein contained.

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

Dianne Lenig
Notary Public

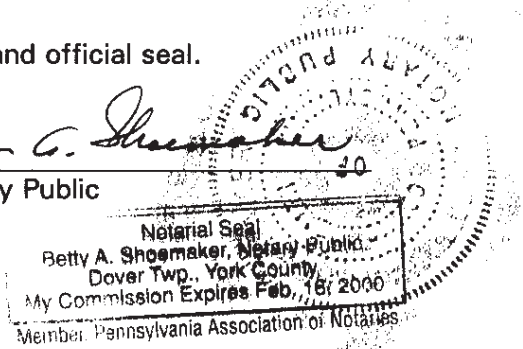
NOTARIAL SEAL
DIANNE LENIG, Notary Public
Lemoyne Borough Cumberland Co.
My Commission Expires Dec. 21, 2001

COMMONWEALTH OF PENNSYLVANIA :
: ss.
COUNTY OF YORK :

On this, the 8th day of June, 1999, before me, a notary public, the undersigned officer, personally appeared Susan M. Rise, (~~Vice~~) Chairman, Board of Supervisors, Dover Township, known or satisfactorily proven to be the person whose name is subscribed to the foregoing Acknowledgment and acknowledged that he/she executed the same for the purposes therein contained.

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

Betty A. Shoemaker
Notary Public



COMMONWEALTH OF PENNSYLVANIA :
: ss.
COUNTY OF YORK :

Recorded in the office for the recording of Deeds in and for York County, Pennsylvania in Record Book _____, Page _____.

Witness by hand and seal of said office this _____ day of _____, 1999.

_____, Recorder

Return to: Jerry R. Duffie, Esquire
Johnson, Duffie, Stewart & Weidner
P.O. Box 109
Lemoyne, PA 17043-0109

I Certify This Document To Be
Recorded In York County, Pa.



Jerry R. Duffie
Recorder of Deeds

EXHIBIT A

LEGAL DESCRIPTION OF THE PLANNED COMMUNITY (PHASE I)

ALL that certain parcel of land situate in Dover Township, York County, Pennsylvania, more particularly bounded and described as follows:

BEGINNING at a point in Palomino Road, said point being the center of an existing 33 feet right-of-way, and also being located at the northeastern corner of lands now or formerly of Elmer Brunner; thence along Palomino Road North 45 degrees 48 minutes 21 seconds East a distance of 499.11 feet to a point; thence along lands now or formerly of Alda Ketterman and crossing Fox Run Road South 61 degrees 21 minutes 14 seconds West a distance of 1,127.60 feet to a point; thence along lands now or formerly of Scott Hess South 10 degrees 36 minutes 14 seconds East a distance of 45.87 feet to a point; thence by same North 63 degrees 36 minutes 14 seconds West a distance of 62.70 feet to a point; thence by same and crossing Fox Run Road South 44 degrees 40 minutes 46 seconds West a distance of 835.41 feet to a point; thence along other lands of Ashcombe Products Company North 45 degrees 19 minutes 14 seconds West a distance of 255.55 feet; thence by same North 30 degrees 23 minutes 39 seconds East a distance of 120.65 feet to a point; thence by same North 40 degrees 54 minutes 41 seconds West a distance of 37.48 feet to a point; thence South 61 degrees 52 minutes 53 seconds West a distance of 180.67 feet to a point; thence by same North 28 degrees 07 minutes 07 seconds West a distance of 131.07 feet to a point on the southern right-of-way line of Ashcombe Drive; thence along the southern right-of-way line of Ashcombe Drive South 63 degrees 53 minutes 05 seconds West a distance of 83.60 feet to a point; thence by same by a curve to the left having a radius of 175.00 feet, an arc length of 54.75 feet and a chord bearing of South 54 degrees 55 minutes 21 seconds West a distance of 54.52 feet to a point; thence by same South 45 degrees 57 minutes 38 seconds West a distance of 41.93 feet to a point; thence by same by a curve to the right having a radius of 225.00 feet, an arc length of 56.77 feet and a chord bearing of South 53 degrees 11 minutes 20 seconds West a distance of 56.62 feet to a point; thence by same North 48 degrees 15 minutes 13 seconds West a distance of 53.67 feet to a point; thence along other lands of Country Square Partnership North 44 degrees 48 minutes 19 seconds West a distance of 174.10 feet to a point; thence along lands now or formerly of Elmer Brunner North 45 degrees 11 minutes 41 seconds East a distance of 351.84 feet to a point; thence by same North 52 degrees 03 minutes 19 seconds West a distance of 301.44 feet to a point in Palomino Road, the place of **BEGINNING**.

CONTAINING 802,020 square feet (18.41 acres).

BEING Phase I, Final Subdivision Plan for Phase I of Ashcombe Farms, dated July 10, 1998, last revised August 18, 1998, recorded in the Office of the Recorder of Deeds of York County, Pennsylvania, in Plan Book PP, Page 882.

EXHIBIT B**LEGAL DESCRIPTION OF ADDITIONAL REAL ESTATE NO. 1**

ALL that certain parcel of land situate in Dover Township, York County, Pennsylvania, more particularly bounded and described as follows:

BEGINNING at a point in Palomino Road, said point being the center of an existing 33 feet right-of-way, and also being located at the northwestern corner of lands now or formerly of Elmer Brunner; thence along lands now or formerly of Elmer Brunner South 52 degrees 03 minutes 19 seconds East a distance of 300.00 feet to a point; thence by same North 45 degrees 11 minutes 41 seconds East a distance of 288.16 feet to a point; thence along Ashcombe Farms Phase I South 44 degrees 48 minutes 19 seconds East a distance of 174.10 feet to a point; thence by same South 48 degrees 15 minutes 13 seconds East a distance of 53.67 feet to a point on the southern right-of-way line of Ashcombe Drive; thence along the southern right-of-way line of Ashcombe Drive by a curve to the left having a radius of 225.00 feet, an arc length of 56.77 feet and a chord bearing of North 53 degrees 11 minutes 20 seconds East a distance of 56.62 feet to a point; thence by same North 45 degrees 57 minutes 38 seconds East a distance of 41.93 feet to a point; thence by same by a curve to the right having a radius of 175.00 feet, an arc length of 54.75 feet and a chord bearing of North 54 degrees 55 minutes 21 seconds East a distance of 54.52 feet to a point; thence by same North 63 degrees 53 minutes 05 seconds East a distance of 83.60 feet to a point; thence along Ashcombe Farms Phase I South 28 degrees 07 minutes 07 seconds East a distance of 131.07 feet to a point; thence by same North 61 degrees 52 minutes 53 seconds East a distance of 180.67 feet to a point; thence by same South 40 degrees 54 minutes 41 seconds East a distance of 37.48 feet to a point; thence by same South 30 degrees 23 minutes 39 seconds West a distance of 120.65 feet to a point; thence by same South 45 degrees 19 minutes 14 seconds East a distance of 255.55 feet to a point; thence along lands now or formerly of Scott Hess South 44 degrees 40 minutes 46 seconds West a distance of 546.84 feet to a point; thence through other lands of Country Square Partnership the following sixteen (16) courses and distances: (1) North 45 degrees 38 minutes 53 seconds West a distance of 221.21 feet to a point; (2) South 85 degrees 12 minutes 47 seconds West a distance of 83.46 feet to a point; (3) North 40 degrees 56 minutes 35 seconds West a distance of 130.26 feet to a point; (4) South 49 degrees 05 minutes 58 seconds West a distance of 231.88 feet to a point; (5) South 44 degrees 35 minutes 33 seconds West a distance of 119.87 feet to a point; (6) South 50 degrees 00 minutes 22 seconds West a distance of 229.09 feet to a point; (7) South 40 degrees 23 minutes 24 seconds West a distance of 196.16 feet to a point; (8) South 36 degrees 08 minutes 49 seconds West a distance of 181.62 feet to a point; (9) South 50 degrees 47 minutes 06 seconds East a distance of 117.67 feet to a point; (10) by a curve to the right having a radius of 175.00 feet, an arc length of 237.62 feet and a chord bearing of North 74 degrees 38 minutes 39 seconds West a distance of 219.78 feet to a point; (11) North 35 degrees 44 minutes 41 seconds West a distance of 38.41 feet to a point; (12) South 54 degrees 15 minutes 19 seconds West a distance of 50.00 feet to a point; (13) by a curve to the left having a radius of 24.00 feet, an arc length of 32.95 feet and a chord bearing of North 75 degrees 04 minutes 13 seconds West a distance of 30.42 feet to a point; (14) by a curve to the right having a radius of 225.00 feet, an arc length of 72.57 feet and a chord bearing of South 74 degrees 50 minutes 38 seconds West a distance of 72.25 feet to a point; (15) by a curve to the left having a radius of 183.00 feet, an arc length of 182.32 feet and a chord bearing of South 55 degrees 32 minutes 31 seconds West a distance of 174.87 feet to a point; (16) North 50 degrees 21 minutes 39 seconds West a distance of 291.35 feet to a point in Palomino Road; thence through Palomino Road North 37 degrees 37

minutes 14 seconds East a distance of 1,357.10 feet to a point; thence by same North 44 degrees 38 minutes 22 seconds East a distance of 54.35 feet to a point, the place of **BEGINNING**.

CONTAINING 1,144,332 square feet (26.27 acres).

EXHIBIT C

LEGAL DESCRIPTION OF ADDITIONAL REAL ESTATE NO. 2

ALL that certain parcel of land situate in Dover Township, York County, Pennsylvania, more particularly bounded and described as follows:

BEGINNING at a point on the northern line of lands now or formerly of Scott Hess, said point being located South 44 degrees 40 minutes 46 seconds West a distance of 1,230.05 feet from the western right-of-way line of Fox Run Road; thence along lands now or formerly of Scott Hess South 44 degrees 40 minutes 46 seconds West a distance of 596.11 feet to a point; thence through other lands of Country Square Partnership the following nine (9) courses and distances: (1) North 45 degrees 19 minutes 14 seconds West a distance of 223.04 feet to a point; (2) North 63 degrees 27 minutes 20 seconds West a distance of 99.25 feet to a point; (3) North 44 degrees 30 minutes 05 seconds West a distance of 126.12 feet; (4) North 50 degrees 00 minutes 22 seconds East a distance of 220.34 feet to a point; (5) North 44 degrees 35 minutes 33 seconds East a distance of 119.87 feet to a point; (6) North 49 degrees 05 minutes 58 seconds East a distance of 231.88 feet to a point; (7) South 40 degrees 56 minutes 35 minutes East a distance of 130.26 feet to a point; (8) North 85 degrees 12 minutes 47 seconds East a distance of 83.46 feet to a point; (9) South 45 degrees 38 minutes 53 seconds East a distance of 221.21 feet to a point at lands now or formerly of Scott Hess, the place of **BEGINNING**.

CONTAINING 246,387 square feet (5.66 acres).

EXHIBIT D

LEGAL DESCRIPTION OF ADDITIONAL REAL ESTATE NO. 3

ALL that certain parcel of land situate in Dover Township, York County, Pennsylvania, more particularly bounded and described as follows:

BEGINNING at a point on the northern line of lands now or formerly of Scott Hess, said point being located South 44 degrees 40 minutes 46 seconds West a distance of 1,826.16 feet from a point on the western right-of-way line of Fox Run Road; thence along lands now or formerly of Scott Hess South 44 degrees 40 minutes 46 seconds West a distance of 747.07 feet to a point; thence along other lands of Country Square Partnership the following fourteen (14) courses and distances: (1) North 50 degrees 21 minutes 39 seconds West a distance of 621.42 feet to a point; (2) by a curve to the right having a radius of 183.00 feet, an arc length of 182.32 feet and a chord bearing of North 55 degrees 32 minutes 31 seconds East a distance of 174.87 feet to a point; (3) by a curve to the left having a radius of 225.00 feet, an arc length of 72.57 feet and a chord bearing of North 74 degrees 50 minutes 38 seconds East a distance of 72.75 feet to a point; (4) by a curve to the right having a radius of 24.00 feet, an arc length of 32.95 feet and a chord bearing of South 75 degrees 04 minutes 13 seconds East a distance of 30.42 feet to a point; (5) North 54 degrees 15 minutes 19 seconds East a distance of 50.00 feet to a point; (6) South 35 degrees 44 minutes 41 seconds East a distance of 38.41 feet to a point; (7) by a curve to the left having a radius of 175.00 feet, an arc length of 237.62 feet and a chord bearing of South 74 degrees 38 minutes 39 seconds East a distance of 219.78 feet to a point; (8) North 50 degrees 47 minutes 06 seconds West a distance of 117.67 feet to a point; (9) North 36 degrees 08 minutes 49 seconds East a distance of 181.62 feet to a point; (10) North 40 degrees 23 minutes 24 seconds East a distance of 196.16 feet to a point; (11) North 50 degrees 00 minutes 22 seconds East a distance of 8.75 feet to a point; (12) South 44 degrees 30 minutes 05 seconds East a distance of 126.12 feet to a point; (13) South 63 degrees 27 minutes 20 seconds East a distance of 99.25 feet to a point; (14) South 45 degrees 19 minutes 14 seconds East a distance of 23.04 feet to a point on the northern line of lands now or formerly of Scott Hess, the point of **BEGINNING**.

CONTAINING 358,288 square feet (8.23 acres).

EXHIBIT E

LEGAL DESCRIPTION OF CONVERTIBLE REAL ESTATE NO. 1

ALL that certain parcel of land situate in Dover Township, York County, Pennsylvania, more particularly bounded and described as follows:

BEGINNING at a point in Palomino Road, said point being the center of an existing 33 feet right-of-way, and also being located at the northwestern corner of lands now or formerly of Elmer Brunner; thence along lands now or formerly of Elmer Brunner South 52 degrees 03 minutes 19 seconds East a distance of 300.00 feet to a point; thence by same North 45 degrees 11 minutes 41 seconds East a distance of 288.16 feet to a point; thence along Ashcombe Farms Phase I South 44 degrees 48 minutes 19 seconds East a distance of 174.10 feet to a point; thence by same South 48 degrees 15 minutes 13 seconds East a distance of 53.67 feet to a point on the southern right-of-way line of Ashcombe Drive; thence along the southern right-of-way line of Ashcombe Drive by a curve to the left having a radius of 225.00 feet, an arc length of 56.77 feet and a chord bearing of North 53 degrees 11 minutes 20 seconds East a distance of 56.62 feet to a point; thence by same North 45 degrees 57 minutes 38 seconds East a distance of 41.93 feet to a point; thence by same by a curve to the right having a radius of 175.00 feet, an arc length of 54.75 feet and a chord bearing of North 54 degrees 55 minutes 21 seconds East a distance of 54.52 feet to a point; thence by same North 63 degrees 53 minutes 05 seconds East a distance of 83.60 feet to a point; thence along Ashcombe Farms Phase I South 28 degrees 07 minutes 07 seconds East a distance of 131.07 feet to a point; thence by same North 61 degrees 52 minutes 53 seconds East a distance of 180.67 feet to a point; thence by same South 40 degrees 54 minutes 41 seconds East a distance of 37.48 feet to a point; thence by same South 30 degrees 23 minutes 39 seconds West a distance of 120.65 feet to a point; thence by same South 45 degrees 19 minutes 14 seconds East a distance of 255.55 feet to a point; thence along lands now or formerly of Scott Hess South 44 degrees 40 minutes 46 seconds West a distance of 546.84 feet to a point; thence through other lands of Country Square Partnership the following twenty (20) courses and distances: (1) North 45 degrees 38 minute 53 seconds West a distance of 221.21 feet to a point; (2) South 85 degrees 12 minutes 47 seconds West a distance of 83.46 feet to a point; (3) North 40 degrees 56 minutes 35 seconds West a distance of 130.26 feet to a point; (4) South 49 degrees 05 minutes 58 seconds West a distance of 231.88 feet to a point; (5) South 44 degrees 35 minutes 33 seconds West a distance of 119.87 feet to a point; (6) South 50 degrees 00 minutes 22 seconds West a distance of 229.09 feet to a point; (7) South 40 degrees 23 minutes 24 seconds West a distance of 196.16 feet to a point; (8) South 36 degrees 08 minutes 49 seconds West a distance of 181.62 feet to a point; (9) South 50 degrees 47 minutes 06 seconds East a distance of 117.67 feet to a point; (10) by a curve to the right having a radius of 175.00 feet, an arc length of 237.62 feet and a chord bearing of (11) North 74 degrees 38 minutes 39 seconds West a distance of 219.78 feet to a point; (12) North 35 degrees 44 minutes 41 seconds West a distance of 38.41 feet to a point; (13) South 54 degrees 15 minutes 19 seconds West a distance of 50.00 feet to a point; (14) by a curve to the left having a radius of 24.00 feet, an arc length of 32.95 feet and a chord bearing of (15) North 75 degrees 04 minutes 13 seconds West a distance of 72.25 feet to a point; (16) by a curve to the right having a radius of 225.00 feet, an arc length of 72.57 feet and a chord bearing of (17) South 74 degrees 50 minutes 38 seconds West a distance of 72.25 feet to a point; (18) by a curve to the left having a radius of 183.00 feet, an arc length of 182.32 feet and a chord bearing of (19) South 55 degrees 32 minutes 31 seconds West a distance of 174.87 feet to a point; (20) North 50 degrees 21

minutes 39 seconds West a distance of 291.35 feet to a point in Palomino Road; thence through Palomino Road North 37 degrees 37 minutes 14 seconds East a distance of 1,357.10 feet to a point; thence by same North 44 degrees 38 minutes 22 seconds East a distance of 54.35 feet to a point, the place of **BEGINNING**.

CONTAINING 1,144,332 square feet (26.27 acres).

EXHIBIT F

LEGAL DESCRIPTION OF CONVERTIBLE REAL ESTATE NO. 2

ALL that certain parcel of land situate in Dover Township, York County, Pennsylvania, more particularly bounded and described as follows:

BEGINNING at a point on the northern line of lands now or formerly of Scott Hess, said point being located South 44 degrees 40 minutes 46 seconds West a distance of 1,230.05 feet from the western right-of-way line of Fox Run Road; thence along lands now or formerly of Scott Hess South 44 degrees 40 minutes 46 seconds West a distance of 596.11 feet to a point; thence through other lands of Country Square Partnership the following nine (9) courses and distances: (1) North 45 degrees 19 minutes 14 seconds West a distance of 223.04 feet to a point; (2) North 63 degrees 27 minutes 20 seconds West a distance of 99.25 feet to a point; (3) North 44 degrees 30 minutes 05 seconds West a distance of 126.12 feet; (4) North 50 degrees 00 minutes 22 seconds East a distance of 220.34 feet to a point; (5) North 44 degrees 35 minutes 33 seconds East a distance of 119.87 feet to a point; (6) North 49 degrees 05 minutes 58 seconds East a distance of 231.88 feet to a point; (7) South 40 degrees 56 minutes 35 minutes East a distance of 130.26 feet to a point; (8) North 85 degrees 12 minutes 47 seconds East a distance of 83.46 feet to a point; (9) South 45 degrees 38 minutes 53 seconds East a distance of 221.21 feet to a point at lands now or formerly of Scott Hess, the place of **BEGINNING**.

CONTAINING 46,387 square feet (5.66 acres).

EXHIBIT G**LEGAL DESCRIPTION OF CONVERTIBLE REAL ESTATE NO. 3**

ALL that certain parcel of land situate in Dover Township, York County, Pennsylvania, more particularly bounded and described as follows:

BEGINNING at a point on the northern line of lands now or formerly of Scott Hess, said point being located South 44 degrees 40 minutes 46 seconds West a distance of 1,826.16 feet from a point on the western right-of-way line of Fox Run Road; thence along lands now or formerly of Scott Hess South 44 degrees 40 minutes 46 seconds West a distance of 747.07 feet to a point; thence along other lands of Country Square Partnership the following fourteen (14) courses and distances: (1) North 50 degrees 21 minutes 39 seconds West a distance of 621.42 feet to a point; (2) by a curve to the right having a radius of 183.00 feet, an arc length of 182.32 feet and a chord bearing of North 55 degrees 32 minutes 31 seconds East a distance of 174.87 feet to a point; (3) by a curve to the left having a radius of 225.00 feet, an arc length of 72.57 feet and a chord bearing of North 74 degrees 50 minutes 38 seconds East a distance of 72.75 feet to a point; (4) by a curve to the right having a radius of 24.00 feet, an arc length of 32.95 feet and a chord bearing of South 75 degrees 04 minutes 13 seconds East a distance of 30.42 feet to a point; (5) North 54 degrees 15 minutes 19 seconds East a distance of 50.00 feet to a point; (6) South 35 degrees 44 minutes 41 seconds East a distance of 38.41 feet to a point; (7) by a curve to the left having a radius of 175.00 feet, an arc length of 237.62 feet and a chord bearing of South 74 degrees 38 minutes 39 seconds East a distance of 219.78 feet to a point; (8) North 50 degrees 47 minutes 06 seconds West a distance of 117.67 feet to a point; (9) North 36 degrees 08 minutes 49 seconds East a distance of 181.62 feet to a point; (10) North 40 degrees 23 minutes 24 seconds East a distance of 196.16 feet to a point; (11) North 50 degrees 00 minutes 22 seconds East a distance of 8.75 feet to a point; (12) South 44 degrees 30 minutes 05 seconds East a distance of 126.12 feet to a point; (13) South 63 degrees 27 minutes 20 seconds East a distance of 99.25 feet to a point; (14) South 45 degrees 19 minutes 14 seconds East a distance of 23.04 feet to a point on the northern line of lands now or formerly of Scott Hess, the point of **BEGINNING**.

CONTAINING 358,288 square feet (8.23 acres).

EXHIBIT H

**PLANS SHOWING HORIZONTAL LOT BOUNDARIES, IDENTIFYING
NUMBERS AND LEGAL DESCRIPTIONS OF LOT NO. 1 THROUGH
LOT NO. 9, LOT NO. 46 THROUGH LOT NO. 73**

1367 7059

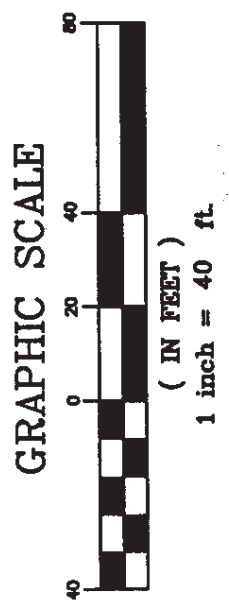
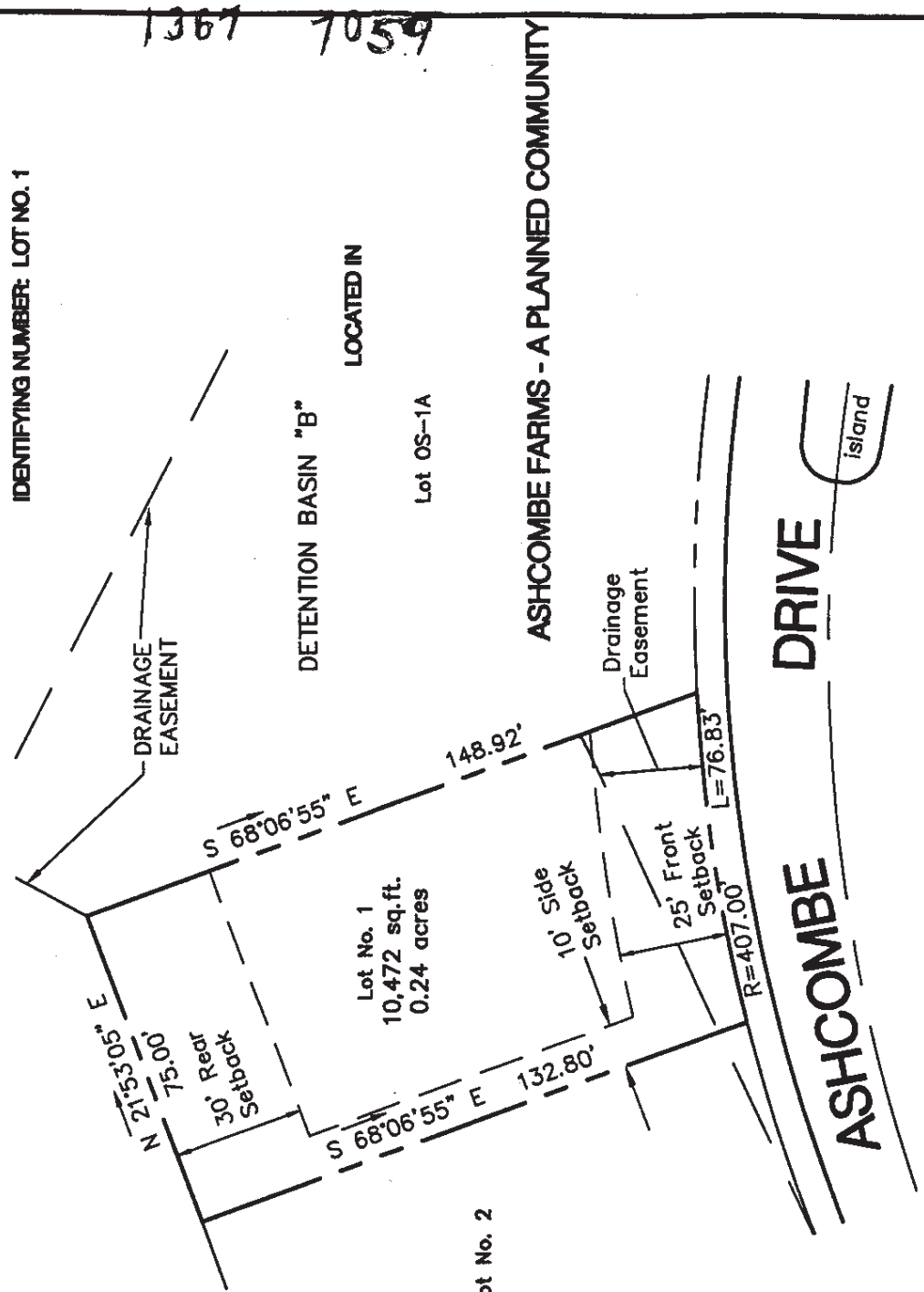
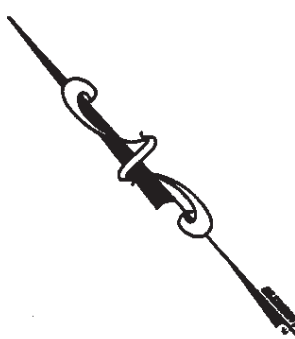
R. J. FISHER & ASSOCIATES, INC.

1646 MEDDIE STREET, NEW CUMBERLAND, PA. 17070
(717) 774-7854 FAX (717) 774-7180

HORIZONTAL LOT BOUNDARIES

IDENTIFYING NUMBER: LOT NO. 1

LEGEND	
	PROPERTY LINE/RIGHT-OF-WAY
	EASEMENT LINE
	BUILDING SETBACK LINE



LOT NO. 1
 ASHCOMBE FARMS - A PLANNED COMMUNITY
 LOCATED IN
 DOVER TOWNSHIP, YORK COUNTY, PA
 Drawing: 88044PLT DECEMBER 4, 1988

LOT No. 1

All that certain parcel of land situate in the Township of Dover, York County, Pennsylvania; more Particularly bounded and described as follows:

BEGINNING at a point in the northern right-of-way line of Ashcombe Drive, and also being located at the southeastern corner of Lot No. 2; thence, along Lot No. 2 N $68^{\circ}06'55''$ W a distance of 132.80' to a point; thence, along Lot OS-1A N $21^{\circ}53'05''$ E a distance of 75.00' to a point; thence, by the same S $68^{\circ}06'55''$ E a distance of 148.92' to a point on the northern right-of-way line of Ashcombe Drive; thence, along the northern right-of-way line of Ashcombe Drive by a curve to the left having a radius of 407.00', an arc length of 76.83' and a chord bearing of S $34^{\circ}00'55''$ W a distance of 76.71' to a point, the place of BEGINNING.

Containing 10,472 sq. ft. (0.24 acres)

Being: Lot No. 1 of Ashcombe Farms as shown on a Final Subdivision Plan prepared by RJ Fisher and Associates, Inc. originally dated July 10th, 1998.

1367 7061

R. J. FISHER & ASSOCIATES, INC.

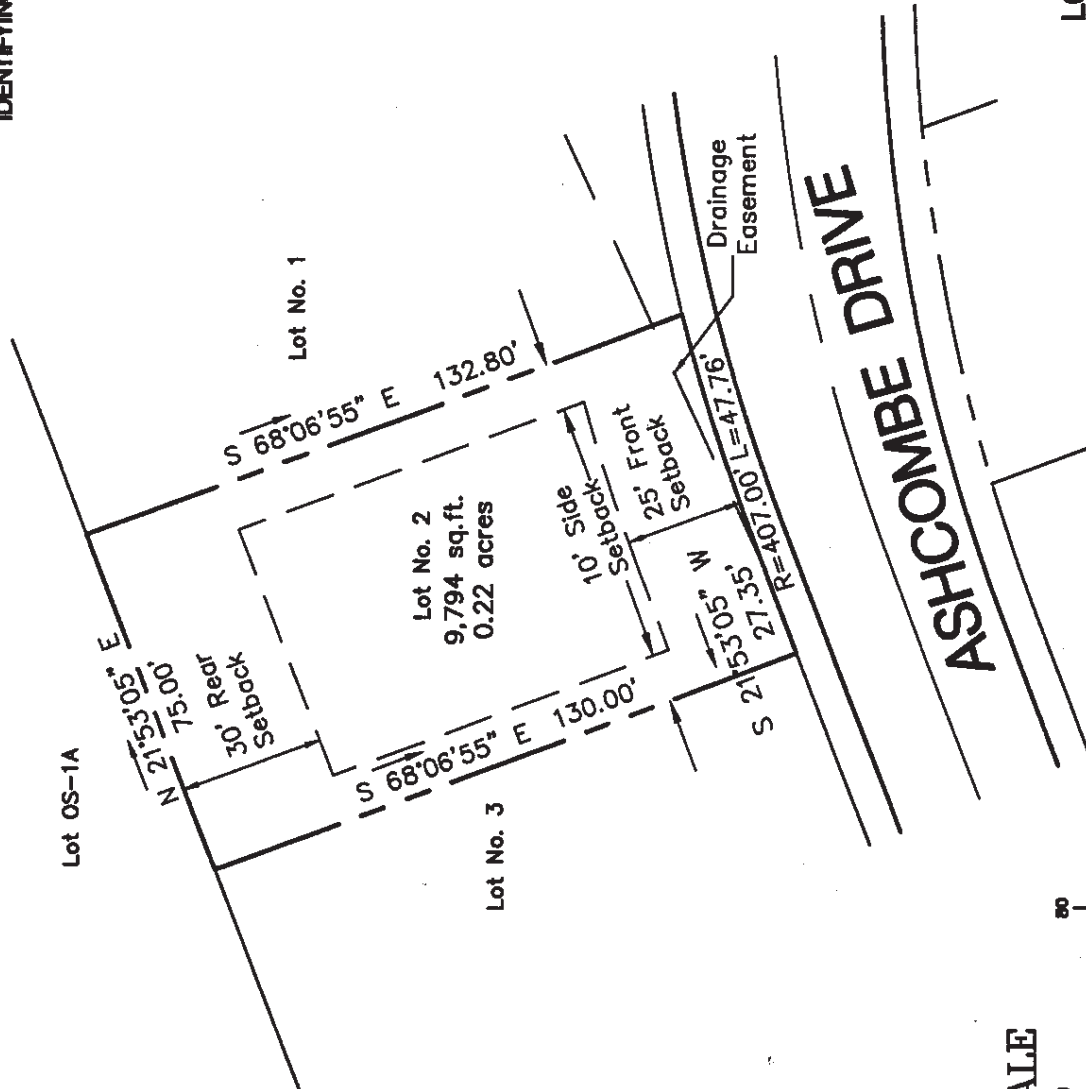
1646 BRIDGE STREET, NEW CRAWFORD, PA 17070
(717) 774-7684 FAX (717) 774-7160

HORIZONTAL LOT BOUNDARIES

IDENTIFYING NUMBER: LOT NO. 2

LEGEND

- PROPERTY LINE/RIGHT-OF-WAY
- - - EASEMENT LINE
- BUILDING SETBACK LINE



ASHCOMBE DRIVE



LOT NO. 2
 ASHCOMBE FARMS - A PLANNED COMMUNITY
 LOCATED IN
 DOVER TOWNSHIP, YORK COUNTY, PA
 Drawing: 9804/PLT DECEMBER 4, 1998

LOT No. 2

All that certain parcel of land situate in the Township of Dover, York County, Pennsylvania; more particularly bounded and described as follows:

BEGINNING at a point in the northern right-of-way line of Ashcombe Drive, and also being located at the southeastern corner of Lot No. 3; thence, along Lot No. 3 N $68^{\circ}06'55''$ W a distance of 130.00' to a point; thence, along Lot OS-1A N $21^{\circ}53'05''$ E a distance of 75.00' to a point; thence, along Lot No. 1 S $68^{\circ}06'55''$ E a distance of 132.80' to a point on the northern right-of-way line of Ashcombe Drive; thence, along the northern right-of-way line of Ashcombe Drive by a curve to the left having a radius of 407.00', an arc length of 47.76' and a chord bearing of S $25^{\circ}14'46''$ W a distance of 47.73' to a point; thence, by the same S $21^{\circ}53'05''$ W a distance of 27.35' to a point, the place of BEGINNING.

Containing 9,794 sq. ft. (0.22 acres)

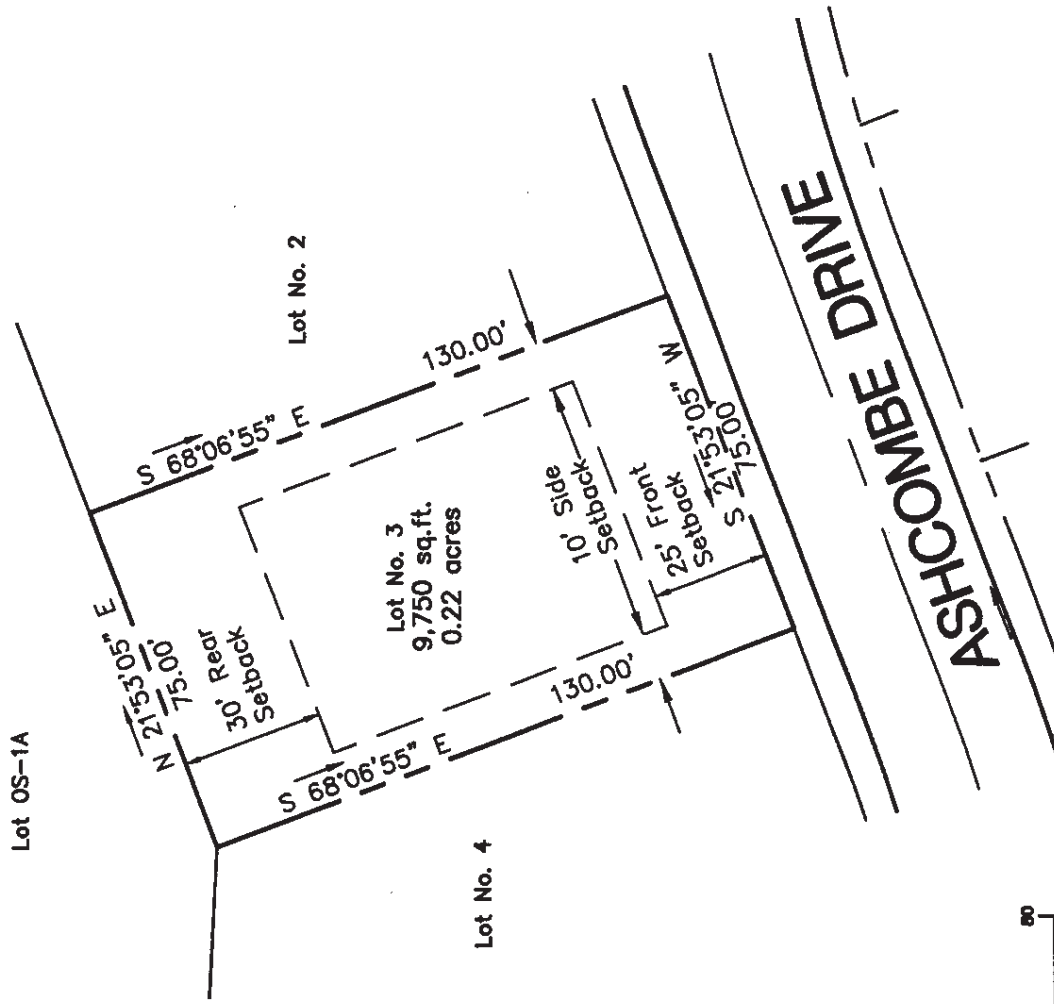
Being: Lot No. 2 of Ashcombe Farms as shown on a Final Subdivision Plan prepared by RJ Fisher and Associates, Inc. originally dated July 10th, 1998.

R. J. FISHER & ASSOCIATES, INC.
1646 BERDORF STREET, NEW CUMBERLAND, PA. 17070
(717) 774-7034 FAX (717) 774-7100

HORIZONTAL LOT BOUNDARIES

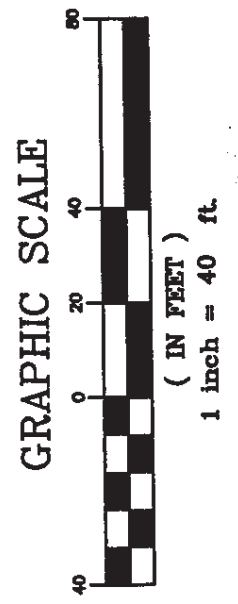
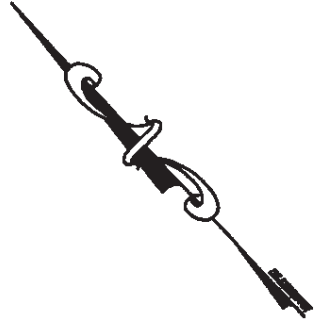
IDENTIFYING NUMBER: LOT NO. 3

LEGEND	
— — — — —	PROPERTY LINE/RIGHT-OF-WAY
- - - - -	EASEMENT LINE
— — — — —	BUILDING SETBACK LINE



ASHCOMBE DRIVE

LOT NO. 3
ASHCOMBE FARMS - A PLANNED COMMUNITY
LOCATED IN
DOVER TOWNSHIP, YORK COUNTY, PA
Drawing: 8804/PL1 DECEMBER 4, 1988



LOT No. 3

All that certain parcel of land situate in the Township of Dover, York County, Pennsylvania; more particularly bounded and described as follows:

BEGINNING at a point in the northern right-of-way line of Ashcombe Drive, and also being located at the southeastern corner of Lot No. 4; thence, along Lot No. 4 N $68^{\circ}06'55''$ W a distance of 130.00' to a point; thence, along Lot OS-1A N $21^{\circ}53'05''$ E a distance of 75.00' to a point; thence, along Lot No. 2 S $68^{\circ}06'55''$ E a distance of 130.00' to a point on the northern right-of-way line of Ashcombe Drive; thence, along the northern right-of-way line of Ashcombe Drive S $21^{\circ}53'05''$ W a distance of 75.00' to a point, the place of **BEGINNING**.

Containing 9,750 sq. ft. (0.22 acres)

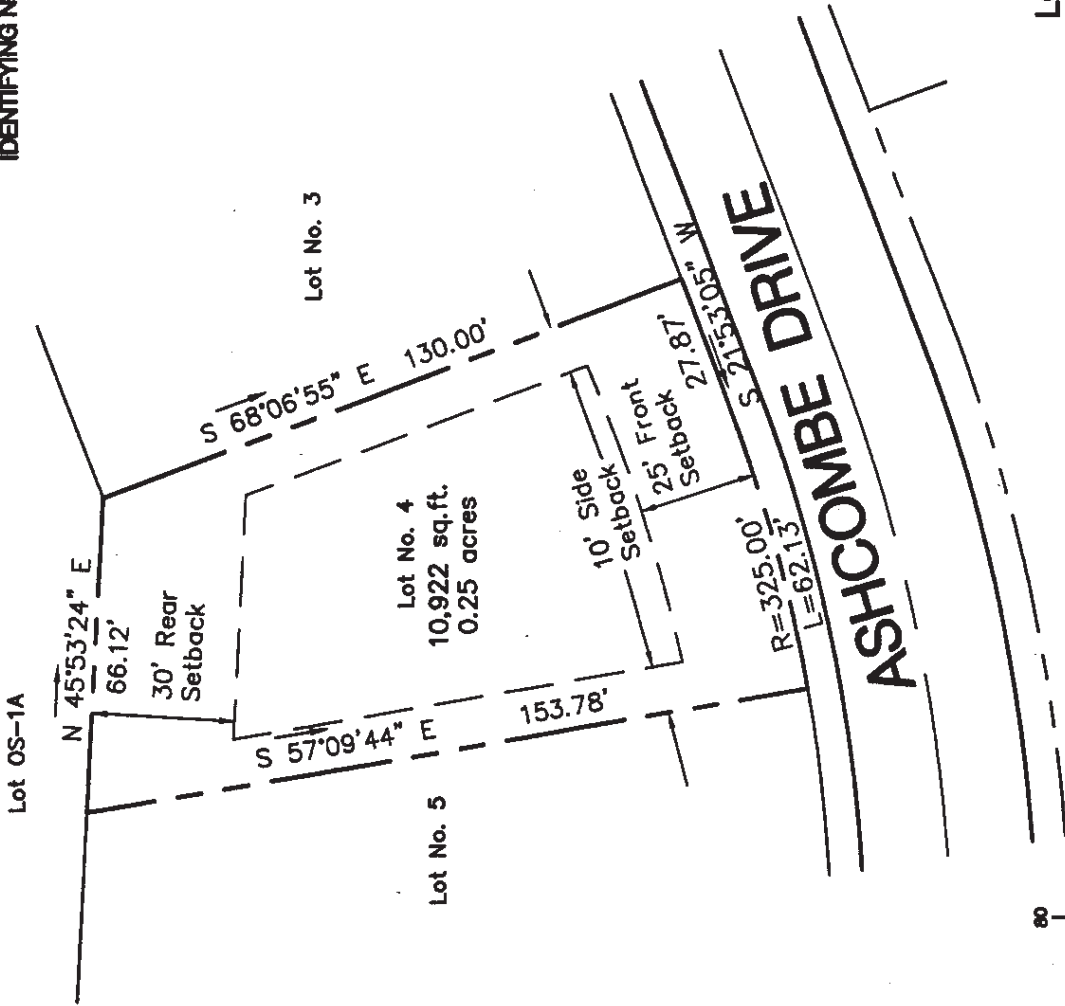
Being: Lot No. 3 of Ashcombe Farms as shown on a Final Subdivision Plan prepared by RJ Fisher and Associates, Inc. originally dated July ~~10~~¹¹th, 1998.

R. J. FISHER & ASSOCIATES, INC.
1546 BRIDGE STREET, NEW CONSWILAND, PA. 17070
(717) 774-7834 FAX (717) 774-7100

HORIZONTAL LOT BOUNDARIES

IDENTIFYING NUMBER: LOT NO. 4

LEGEND	
	PROPERTY LINE/RIGHT-OF-WAY
	EASEMENT LINE
	BUILDING SETBACK LINE

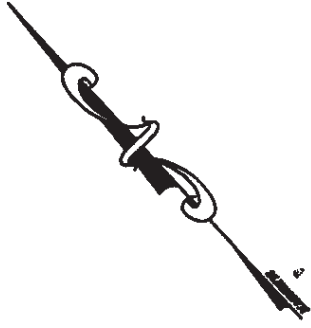


LOT NO. 4

ASHCOMBE FARMS - A PLANNED COMMUNITY
LOCATED IN

DOVER TOWNSHIP, YORK COUNTY, PA
Drawing: 98044PLT DECEMBER 4, 1998

GRAPHIC SCALE



LOT No. 4

All that certain parcel of land situate in the Township of Dover, York County, Pennsylvania; more particularly bounded and described as follows:

BEGINNING at a point in the northern right-of-way line of Ashcombe Drive, and also being located at the southeastern corner of Lot No. 5; thence, along Lot No. 5 N $57^{\circ}09'44''$ W a distance of 153.78' to a point; thence, along Lot OS-1A N $45^{\circ}53'24''$ E a distance of 66.12' to a point; thence, along Lot No. 3 S $68^{\circ}06'55''$ E a distance of 130.00' to a point on the northern right-of-way line of Ashcombe Drive; thence, along the northern right-of-way line of Ashcombe Drive S $21^{\circ}53'05''$ W a distance of 27.87' to a point; thence by the same by a curve to the right having a radius of 325.00', an arc length of 62.13' and a chord bearing of S $27^{\circ}21'40''$ W a distance of 62.04' to a point, the place of BEGINNING.

Containing 10,922 sq. ft. (0.25 acres)

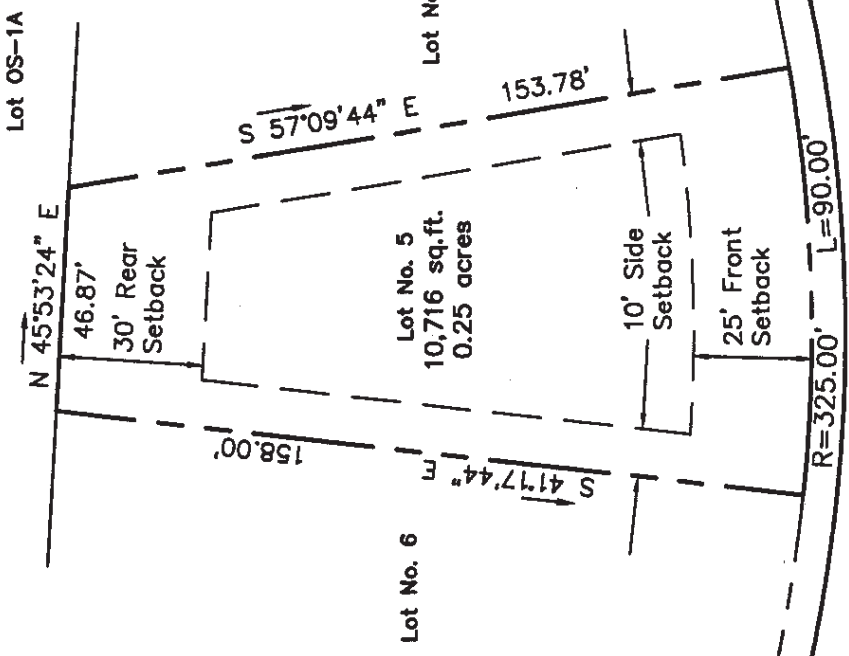
Being: Lot No. 4 of Ashcombe Farms as shown on a Final Subdivision Plan prepared by RJ Fisher and Associates, Inc. originally dated July 10th, 1998.

R. J. FISHER & ASSOCIATES, INC.

1646 BRIDGE STREET, NEW COVENANT, PA. 17070
 (717) 774-7854 FAX (717) 774-7100

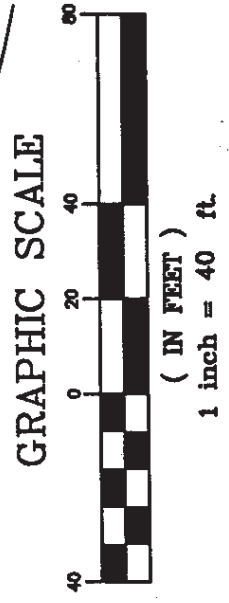
LEGEND	
	PROPERTY LINE/RIGHT-OF-WAY
	EASEMENT LINE
	BUILDING SETBACK LINE

HORIZONTAL LOT BOUNDARIES
 IDENTIFYING NUMBER: LOT NO. 5



ASHCOMBE DRIVE

LOT NO. 5
 ASHCOMBE FARMS - A PLANNED COMMUNITY
 LOCATED IN
 DOVER TOWNSHIP, YORK COUNTY, PA
 Drawing: 88046PLT DECEMBER 4, 1988



LOT No. 5

All that certain parcel of land situate in the Township of Dover, York County, Pennsylvania; more particularly bounded and described as follows:

BEGINNING at a point in the northern right-of-way line of Ashcombe Drive, and also being located at the southeastern corner of Lot No. 6; thence, along Lot No. 6 N $41^{\circ}17'44''$ W a distance of 158.00' to a point; thence, along Lot OS-1A N $45^{\circ}53'24''$ E a distance of 46.87' to a point; thence, along Lot No. 4 S $57^{\circ}09'44''$ E a distance of 153.78' to a point on the northern right-of-way line of Ashcombe Drive; thence, along the northern right-of-way line of Ashcombe Drive by a curve to the right having a radius of 325.00', an arc length of 90.00' and a chord bearing of S $40^{\circ}46'16''$ W a distance of 89.71' to a point, the place of **BEGINNING**.

Containing 10,716 sq. ft. (0.25 acres)

Being: Lot No. 5 of Ashcombe Farms as shown on a Final Subdivision Plan prepared by RJ Fisher and Associates, Inc. originally dated July 10th, 1998.

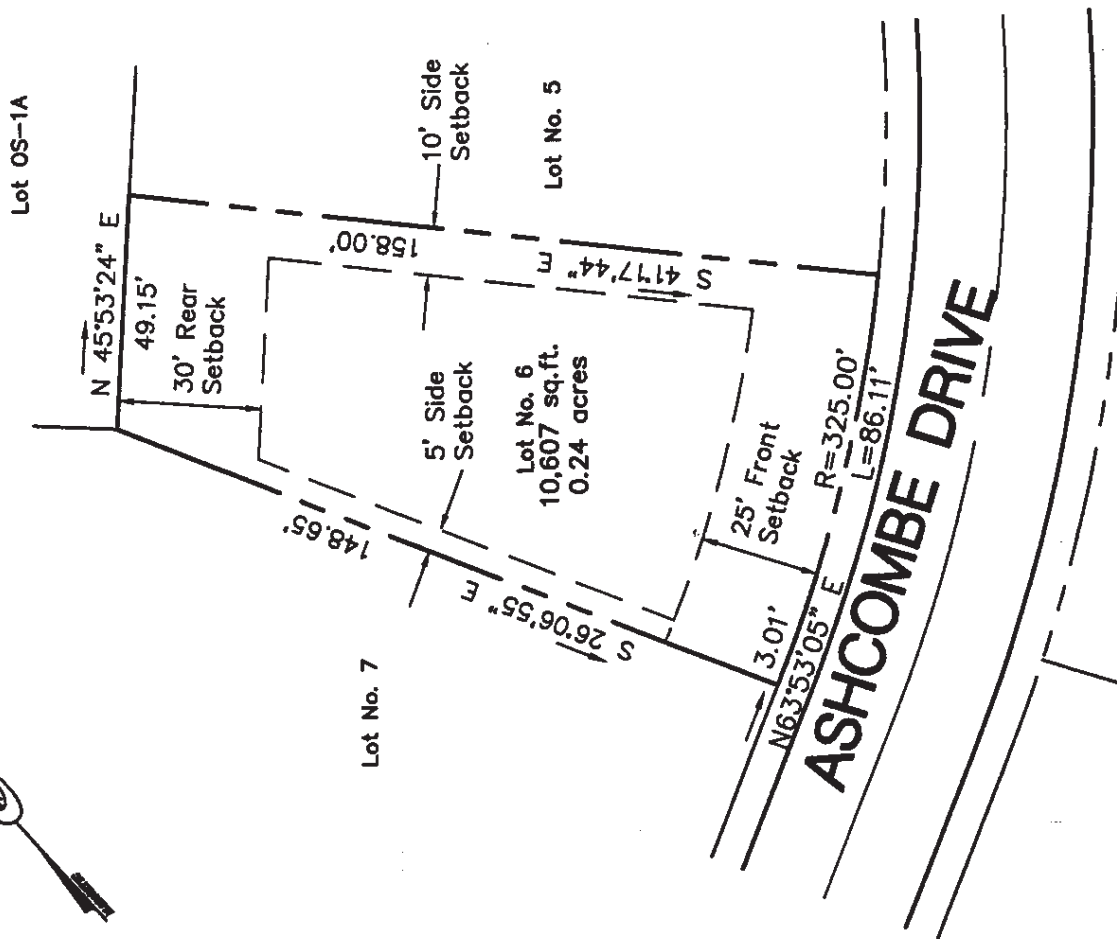
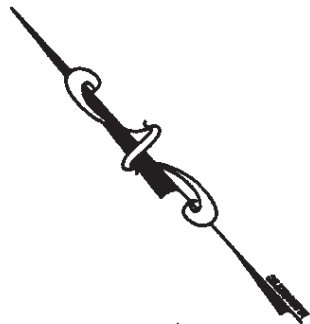
R. J. FISHER & ASSOCIATES, INC.

1848 BRIDGE STREET, NEW CROSSLAND, PA. 17070
(717) 774-7634 FAX (717) 774-7180

HORIZONTAL LOT BOUNDARIES

IDENTIFYING NUMBER: LOT NO. 6

LEGEND	
---	PROPERTY LINE/RIGHT-OF-WAY
---	EASEMENT LINE
---	BUILDING SETBACK LINE



GRAPHIC SCALE



(IN FEET)

1 inch = 40 ft.

LOT NO. 6

ASHCOMBE FARMS - A PLANNED COMMUNITY

LOCATED IN

DOVER TOWNSHIP, YORK COUNTY, PA

Drawing: 8804MPLT DECEMBER 4, 1988

LOT No. 6

All that certain parcel of land situate in the Township of Dover, York County, Pennsylvania; more particularly bounded and described as follows:

BEGINNING at a point in the northern right-of-way line of Ashcombe Drive, and also being located at the southeastern corner of Lot No. 7; thence, along Lot No. 7 N $26^{\circ}06'55''$ E a distance of 148.65' to a point; thence, along Lot OS-1A N $45^{\circ}53'24''$ E a distance of 49.15' to a point; thence, along Lot No. 5 S $41^{\circ}17'44''$ E a distance of 158.00' to a point on the northern right-of-way line of Ashcombe Drive; thence, along the northern right-of-way line of Ashcombe Drive by a curve to the right having a radius of 325.00', an arc length of 86.11' and a chord bearing of S $56^{\circ}17'40''$ W a distance of 85.86' to a point; thence, by the same S $63^{\circ}53'05''$ W a distance of 3.01' to a point, the place of **BEGINNING**.

Containing 10,607 sq. ft. (0.24 acres)

Being: Lot No. 6 of Ashcombe Farms as shown on a Final Subdivision Plan prepared by RJ Fisher and Associates, Inc. originally dated July ~~10~~th, 1998.

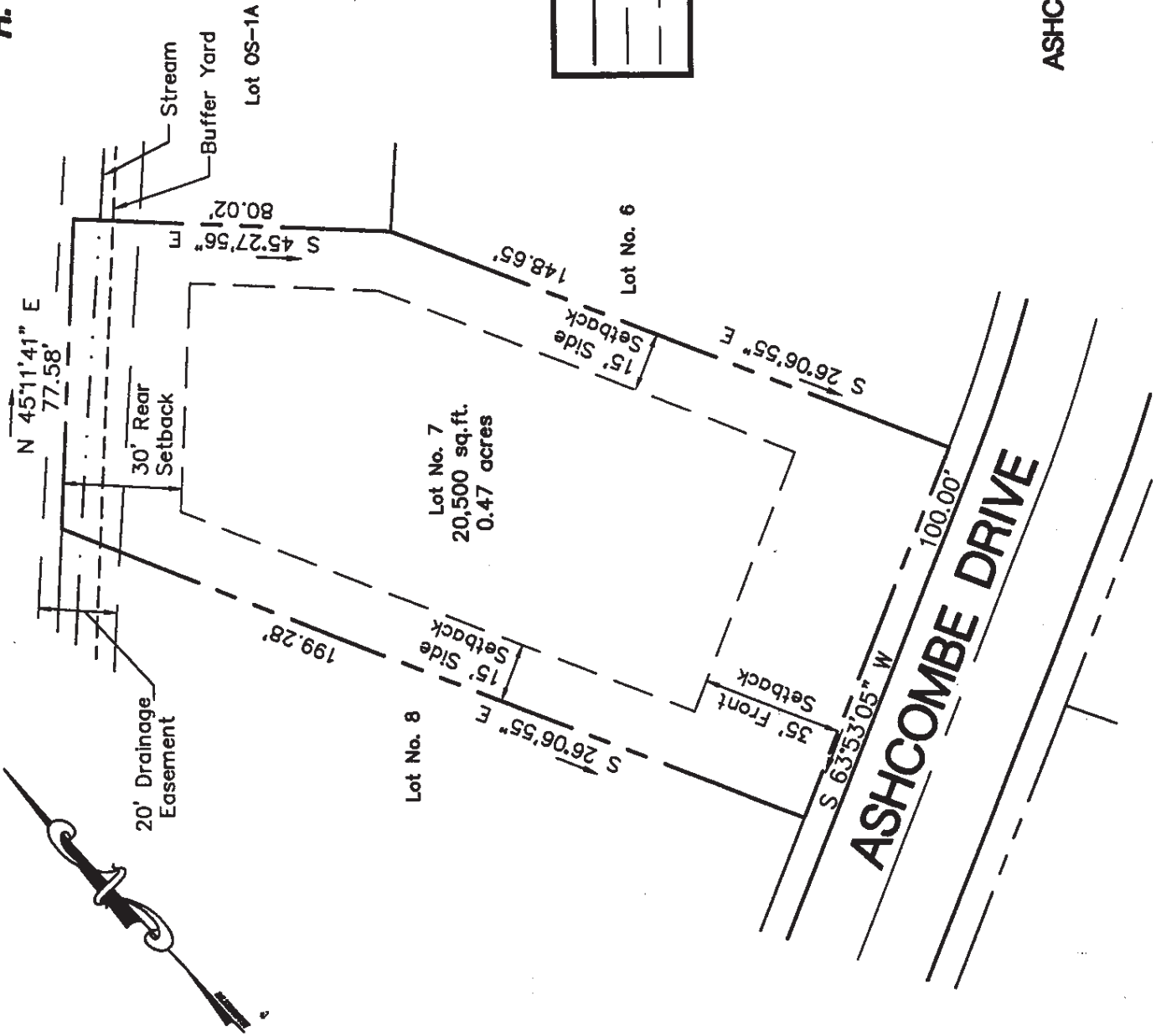
1367 7071

R. J. FISHER & ASSOCIATES, INC.

1648 BRIDGE STREET, NEW CUMBERLAND, PA 17070
(717) 774-7004 FAX (717) 774-7100

HORIZONTAL LOT BOUNDARIES

IDENTIFYING NUMBER: LOT NO. 7



LEGEND	
---	PROPERTY LINE/RIGHT-OF-WAY
---	EASEMENT LINE
---	BUILDING SETBACK LINE

GRAPHIC SCALE



(IN FEET)
1 inch = 40 ft.

LOT NO. 7
ASHCOMBE FARMS - A PLANNED COMMUNITY
 LOCATED IN
 DOVER TOWNSHIP, YORK COUNTY, PA
 Drawing: 9004-PLT DECEMBER 4, 1998

LOT No. 7

All that certain parcel of land situate in the Township of Dover, York County, Pennsylvania; more particularly bounded and described as follows:

BEGINNING at a point in the northern right-of-way line of Ashcombe Drive, and also being located at the southeastern corner of Lot No. 8; thence, along Lot No. 8 N 26°06'55" E a distance of 199.28' to a point; thence, along Lot OS-1A N 45°11'41" E a distance of 77.58' to a point; thence, by the same S 45°27'56" E a distance of 80.02' thence, along Lot No. 6 S 26°06'55" E a distance of 148.65' to a point on the northern right-of-way line of Ashcombe Drive; thence, along the northern right-of-way line of Ashcombe Drive S 63°53'05" W a distance of 100.00' to a point, the place of **BEGINNING**.

Containing 20,500 sq. ft. (0.47 acres)

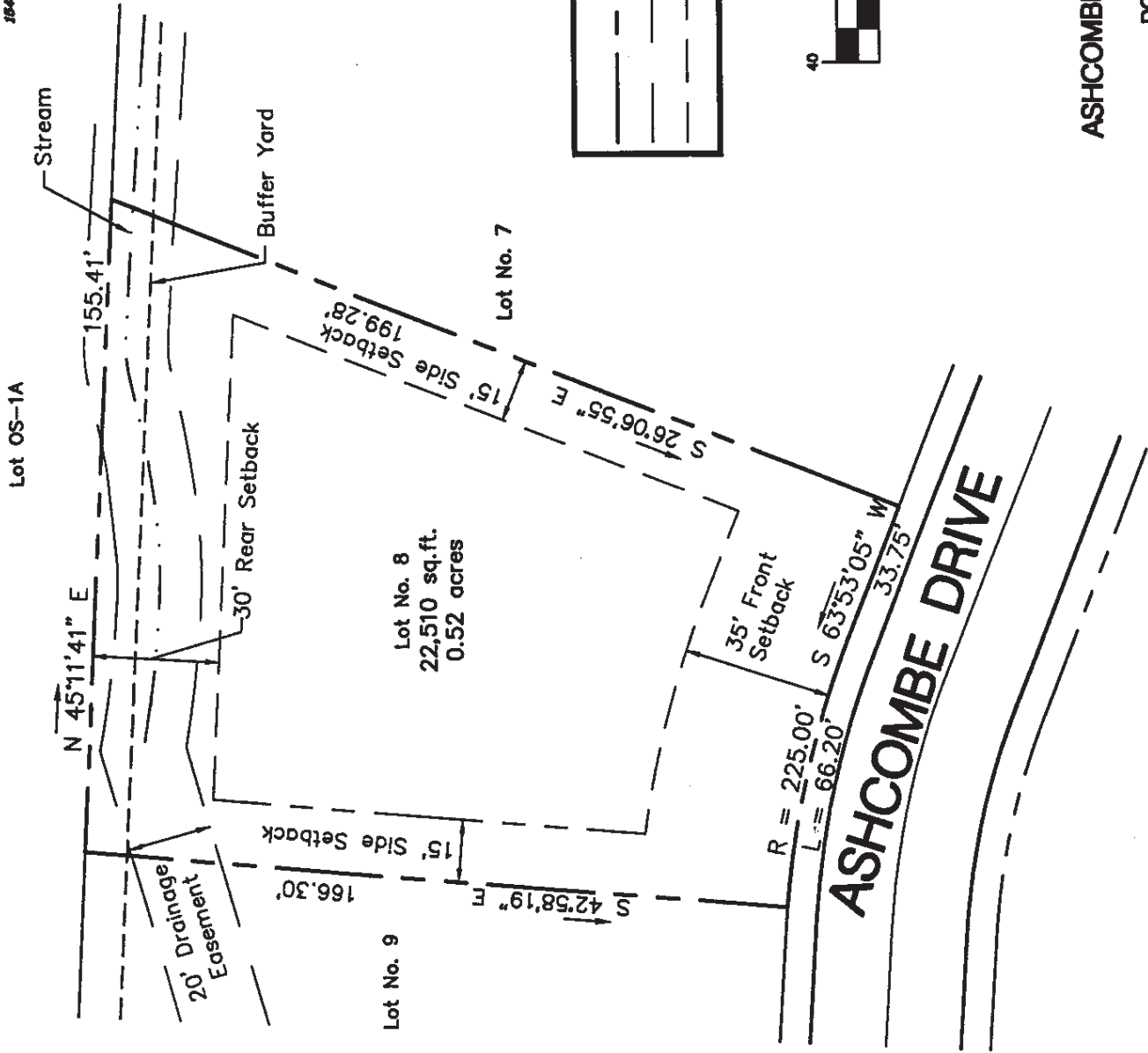
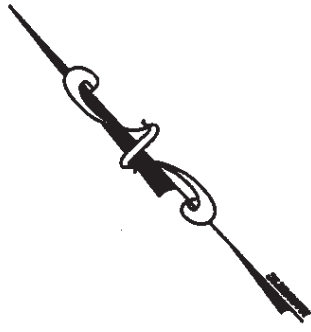
Being: Lot No. 7 of Ashcombe Farms as shown on a Final Subdivision Plan prepared by RJ Fisher and Associates, Inc. originally dated July 10th, 1998.

1367 7073

R. J. FISHER & ASSOCIATES, INC.
1848 BRIDGE STREET, NEW CASTLE, PA. 17070
(717) 774-7854 FAX (717) 774-7180

HORIZONTAL LOT BOUNDARIES

IDENTIFYING NUMBER: LOT NO. 8



LEGEND	
---	PROPERTY LINE/RIGHT-OF-WAY
---	EASEMENT LINE
---	BUILDING SETBACK LINE

GRAPHIC SCALE



(IN FEET)
1 inch = 40 ft.

LOT NO. 8
ASHCOMBE FARMS - A PLANNED COMMUNITY
LOCATED IN
DOVER TOWNSHIP, YORK COUNTY, PA
Drawing: 8804/PL1 DECEMBER 4, 1988

LOT No. 8

All that certain parcel of land situate in the Township of Dover, York County, Pennsylvania; more particularly bounded and described as follows:

BEGINNING at a point in the northern right-of-way line of Ashcombe Drive, and also being located at the southeastern corner of Lot No. 9; thence, along Lot No. 9 N $42^{\circ}58'19''$ W a distance of 166.30' to a point; thence, along Lot OS-1A N $45^{\circ}11'41''$ E a distance of 155.41' to a point; thence, along Lot No. 7 S $26^{\circ}06'55''$ E a distance of 199.28' to a point on the northern right-of-way line of Ashcombe Drive; thence, along the northern right-of-way line of Ashcombe Drive S $63^{\circ}53'05''$ W a distance of 33.75' to a point; thence, by the same by a curve to the left having a radius of 225.00', an arc length of 66.20' and a chord bearing of S $55^{\circ}27'23''$ W a distance of 65.96' to a point, the place of BEGINNING.

Containing 22,510 sq. ft. (0.52 acres)

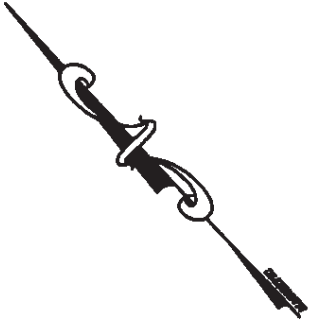
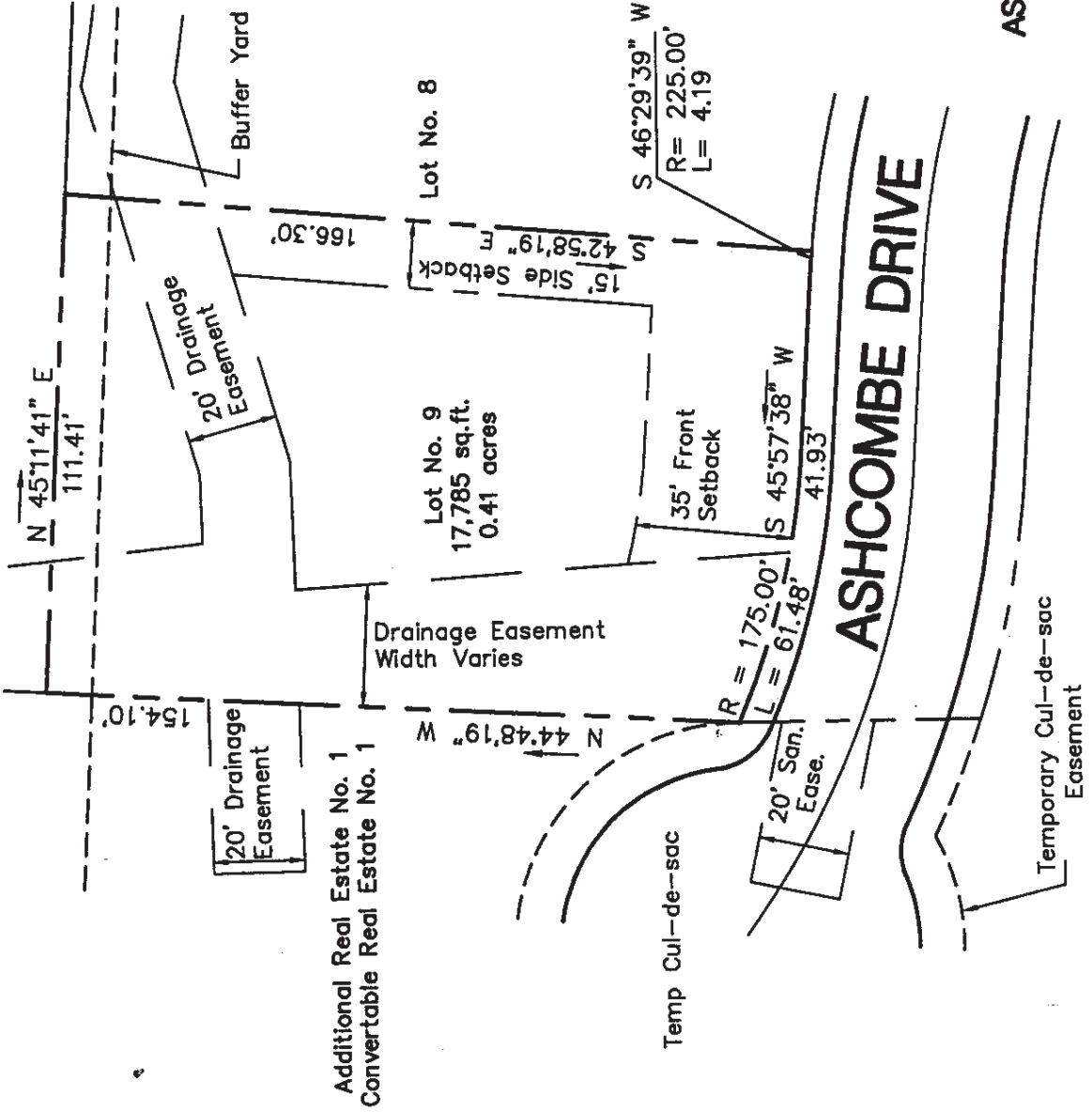
Being: Lot No. 8 of Ashcombe Farms as shown on a Final Subdivision Plan prepared by RJ Fisher and Associates, Inc. originally dated July 19~~th~~th, 1998.

R. J. FISHER & ASSOCIATES, INC.
 1846 BRIDGE STREET, NEW CASTLE, PA. 15700
 (717) 774-7834 FAX (717) 774-7180

HORIZONTAL LOT BOUNDARIES

IDENTIFYING NUMBER: LOT NO. 9

LEGEND	
---	PROPERTY LINE/RIGHT-OF-WAY
---	EASEMENT LINE
---	BUILDING SETBACK LINE



LOT NO. 9
ASHCOMBE FARMS - A PLANNED COMMUNITY
 LOCATED IN
 DOVER TOWNSHIP, YORK COUNTY, PA
 Drawing: 9204/PLT DECEMBER 4, 1988

LOT No. 9

All that certain parcel of land situate in the Township of Dover, York County, Pennsylvania; more Particularly bounded and described as follows:

BEGINNING at a point in the northern right-of-way line of Ashcombe Drive; thence, along Lot OS-1A N 44°48'19" W a distance of 154.10' to a point; thence, along the same N 45°11'41" E a distance of 111.41' to a point; thence, along Lot No. 8 S 42°58'19" E a distance of 166.30' to a point on the northern right-of-way line of Ashcombe Drive; thence, along the northern right-of-way line of Ashcombe Drive by a curve to the left having a radius of 225.00', an arc length of 4.19' and a chord bearing of S 46°29'39" W a distance of 4.19' to a point; thence by the same S 45°57'38" W a distance of 41.93' to a point; thence, by the same by a curve to the right having a radius of 175.00', an arc length of 61.48' and a chord bearing of S 56°01'29" W a distance of 61.16' to a point, the place of BEGINNING.

Containing 17,785 sq. ft. (0.41 acres)

Being: Lot No. 9 of Ashcombe Farms as shown on a Final Subdivision Plan prepared by RJ Fisher and Associates, Inc. originally dated July 10th, 1998.

1367 7077

R. J. FISHER & ASSOCIATES, INC.

1646 BRIDGE STREET, NEW CUMBERLAND, PA. 17070
(717) 774-7854 FAX (717) 774-7280

HORIZONTAL LOT BOUNDARIES

IDENTIFYING NUMBER: LOT NO. 46

LOT NO. 46
ASHCOMBE FARMS - A PLANNED COMMUNITY
LOCATED IN
DOVER TOWNSHIP, YORK COUNTY, PA
Drawing 9804FLT DECEMBER 4, 1998

LEGEND	
---	PROPERTY LINE/RIGHT-OF-WAY
---	EASEMENT LINE
---	BUILDING SETBACK LINE

ASHCOMBE DRIVE

N 63°53'05" E 53.16' R = 375.00'
25' Front Setback
L = 21.84'

Additional Real Estate No. 1
Convertible Real Estate No. 1

Lot No. 46
9,926 sq.ft.
0.23 acres

20' Drainage Easement

Lot No. 47

Stream



GRAPHIC SCALE



(IN FEET)
1 inch = 40 ft.

LOT No. 46

All that certain parcel of land situate in the Township of Dover, York County, Pennsylvania; more Particularly bounded and described as follows:

BEGINNING at a point in the southern right-of-way line of Ashcombe Drive; thence, along other lands of Ashcombe Farms S 28°07'07" E a distance of 131.07' to a point; thence, along the same N 61°52'53" E a distance of 77.97' to a point; thence, along Lot No. 47 N 29°27'08" W a distance of 129.11' to a point on the southern right-of-way line of Ashcombe Drive; thence, along the southern right-of-way line of Ashcombe Drive by a curve to the right having a radius of 375.00', an arc length of 21.84' and a chord bearing of S 62°12'58" W a distance of 21.84' to a point; thence by the same S 63°53'05" W a distance of 53.16' to a point; the place of BEGINNING.

Containing 9,926 sq. ft. (0.23 acres)

Being: Lot No. 46 of Ashcombe Farms as shown on a Final Subdivision Plan prepared by RJ Fisher and Associates, Inc. originally dated July ~~10~~th, 1998.

1367 7079

R. J. FISHER & ASSOCIATES, INC.

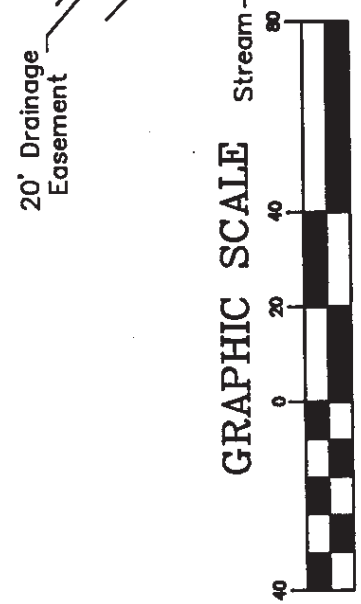
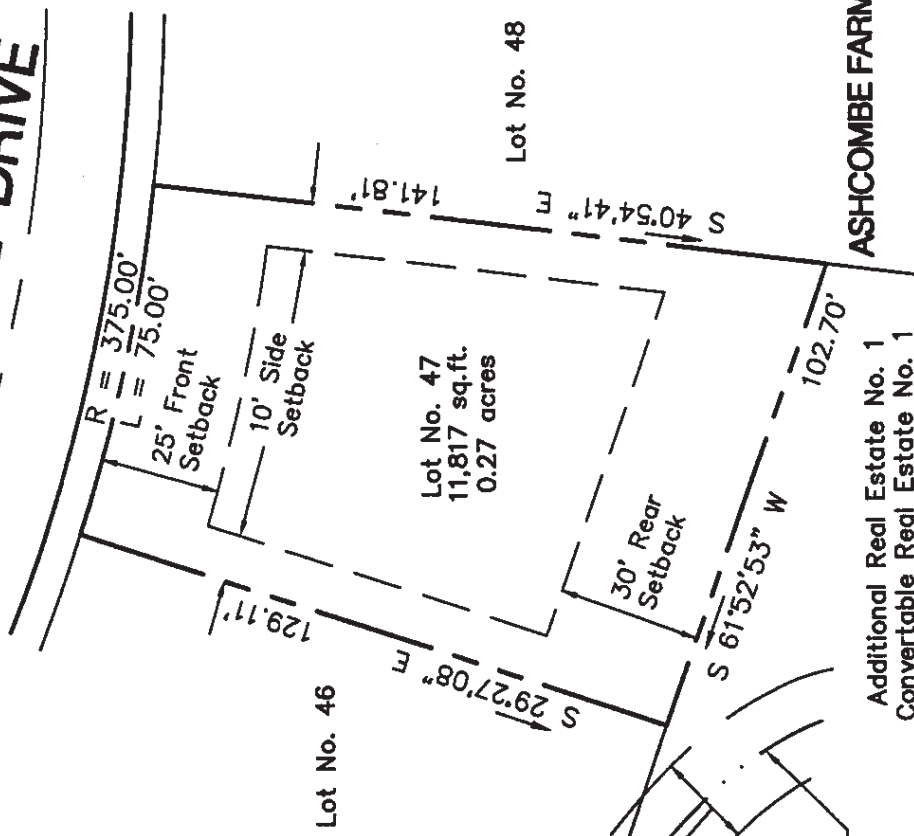
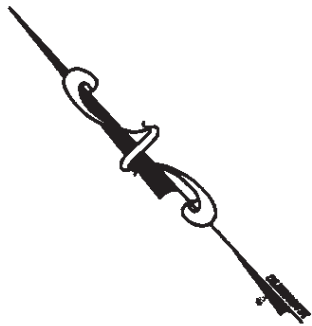
1648 BRIDGE STREET, NEW CUMBERLAND, PA. 17070
(717) 774-7854 FAX (717) 774-7100

HORIZONTAL LOT BOUNDARIES
IDENTIFYING NUMBER: LOT NO. 47

ASHCOMBE DRIVE

LOT NO. 47
ASHCOMBE FARMS - A PLANNED COMMUNITY
LOCATED IN
DOVER TOWNSHIP, YORK COUNTY, PA
Drawing: 88044PLJ DECEMBER 4, 1988

LEGEND	
---	PROPERTY LINE/RIGHT-OF-WAY
---	EASEMENT LINE
---	BUILDING SETBACK LINE



Additional Real Estate No. 1
Convertible Real Estate No. 1

20' Drainage Easement

Stream

LOT No. 47

All that certain parcel of land situate in the Township of Dover, York County, Pennsylvania; more Particularly bounded and described as follows:

BEGINNING at a point in the southern right-of-way line of Ashcombe Drive; thence, along Lot No. 46 S 29°27'08" E a distance of 129.11' to a point; thence, along other lands of Ashcombe Farms N 61°52'53" E a distance of 102.70' to a point; thence, along Lot No. 48 N 40°54'41" W a distance of 141.81' to a point on the southern right-of-way line of Ashcombe Drive; thence, along the southern right-of-way line of Ashcombe Drive by a curve to the right having a radius of 375.00', an arc length of 75.00' and a chord bearing of S 54°49'05" W a distance of 74.88' to a point, the place of BEGINNING.

Containing 11,817 sq. ft. (0.27 acres)

Being: Lot No. 47 of Ashcombe Farms as shown on a Final Subdivision Plan prepared by RJ Fisher and Associates, Inc. originally dated July ~~19~~th, 1998.

1367 7081

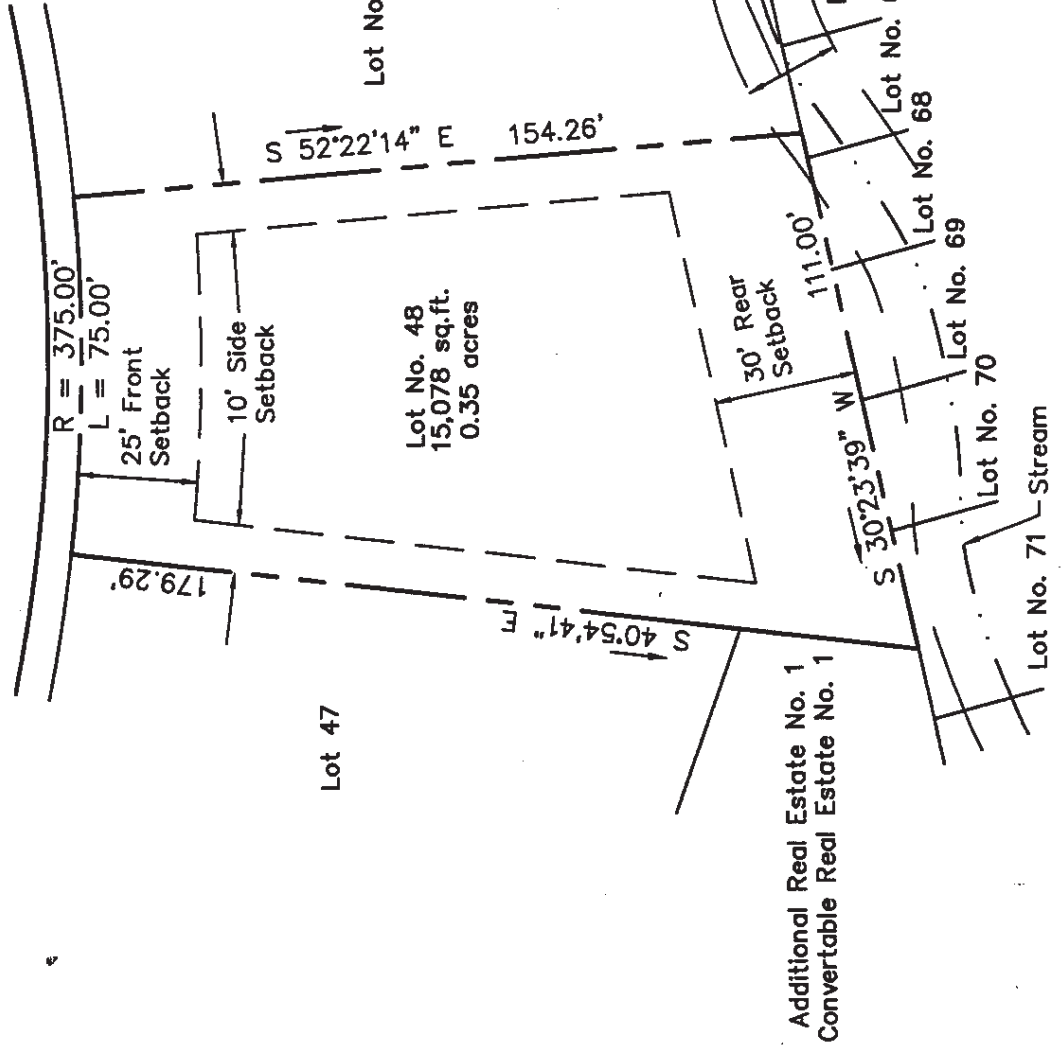
R. J. FISHER & ASSOCIATES, INC.

1848 BRIDGE STREET, NEW CUMBERLAND, PA. 17070
(717) 774-7834 FAX (717) 774-7100

ASHCOMBE DRIVE

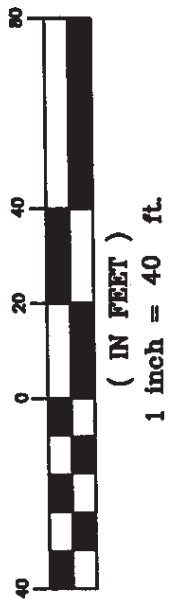
HORIZONTAL LOT BOUNDARIES

IDENTIFYING NUMBER: LOT NO. 48



LEGEND	
---	PROPERTY LINE, RIGHT-OF-WAY
---	EASEMENT LINE
---	BUILDING SETBACK LINE

GRAPHIC SCALE



LOT NO. 48
ASHCOMBE FARMS - A PLANNED COMMUNITY
LOCATED IN
DOVER TOWNSHIP, YORK COUNTY, PA
Drawing: 9804FLT DECEMBER 4, 1988

LOT No. 48

All that certain parcel of land situate in the Township of Dover, York County, Pennsylvania; more Particularly bounded and described as follows:

BEGINNING at a point in the southern right-of-way line of Ashcombe Drive; thence, along Lot No. 47 and other lands of Ashcombe Farms S 40°54'51" E a distance of 179.29' to a point; thence, along Lot No.'s 71, 70, 69, 68, and part of 67 N 30°23'39" E a distance of 111.00' to a point; thence, along Lot No. 49 N 52°22'14" W a distance of 154.26' to a point on the southern right-of-way line of Ashcombe Drive; thence, along the southern right-of-way line of Ashcombe Drive by a curve to the right having a radius of 375.00', an arc length of 75.00' and a chord bearing of S 43°21'32" W a distance of 74.88' to a point, the place of **BEGINNING**.

Containing 15,078 sq. ft. (0.35 acres)

Being: Lot No. 48 of Ashcombe Farms as shown on a Final Subdivision Plan prepared by RJ Fisher and Associates, Inc. originally dated July 10th, 1998.

1367 7083

R. J. FISHER & ASSOCIATES, INC.

1040 HERRICK STREET, NEW CUMBERLAND, PA. 17070
(717) 774-7004 FAX (717) 774-7200

HORIZONTAL LOT BOUNDARIES

IDENTIFYING NUMBER: LOT NO. 49

LEGEND	
	PROPERTY LINE/RIGHT-OF-WAY
	EASEMENT LINE
	BUILDING SETBACK LINE

ASHCOMBE DRIVE

$R = 375.00'$
 $L = 75.00'$

25' Front
Setback

10' Side
Setback

Lot No. 49
13,616 sq.ft.
0.31 acres

Lot No. 50

S 52°22'14" E 154.26'

S 63°49'47" E 151.47'

30' Rear
Setback

S 30°23'39" W 110.79'

20' Drainage
Easement

Stream

GRAPHIC SCALE



(IN FEET)

1 inch = 40 ft.

Lot No. 65

Lot No. 66

Lot No. 67

Lot No. 63

Lot No. 64

LOT NO. 49

ASHCOMBE FARMS - A PLANNED COMMUNITY
LOCATED IN

DOVER TOWNSHIP, YORK COUNTY, PA

Drawing: 000449/1L DECEMBER 4, 1988

LOT No. 49

All that certain parcel of land situate in the Township of Dover, York County, Pennsylvania; more Particularly bounded and described as follows:

BEGINNING at a point in the southern right-of-way line of Ashcombe Drive; thence, along Lot No. 48 S 52°22'14" E a distance of 154.26' to a point; thence, along Lot No.'s 67,66,65, and part of 64 N 30°23'39" E a distance of 110.79' to a point; thence, along Lot No. 50 N 63°49'47" W a distance of 151.47' to a point on the southern right-of-way line of Ashcombe Drive; thence, along the southern right-of-way line of Ashcombe Drive by a curve to the right having a radius of 375.00', an arc length of 75.00' and a chord bearing of S 31°53'59" W a distance of 74.88' to a point, the place of **BEGINNING**.

Containing 13,616 sq. ft. (0.31 acres)

Being: Lot No. 49 of Ashcombe Farms as shown on a Final Subdivision Plan prepared by RJ Fisher and Associates, Inc. originally dated July 19th, 1998.

1367 7085

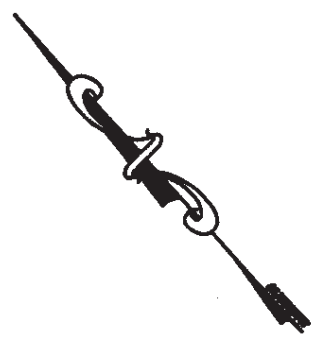
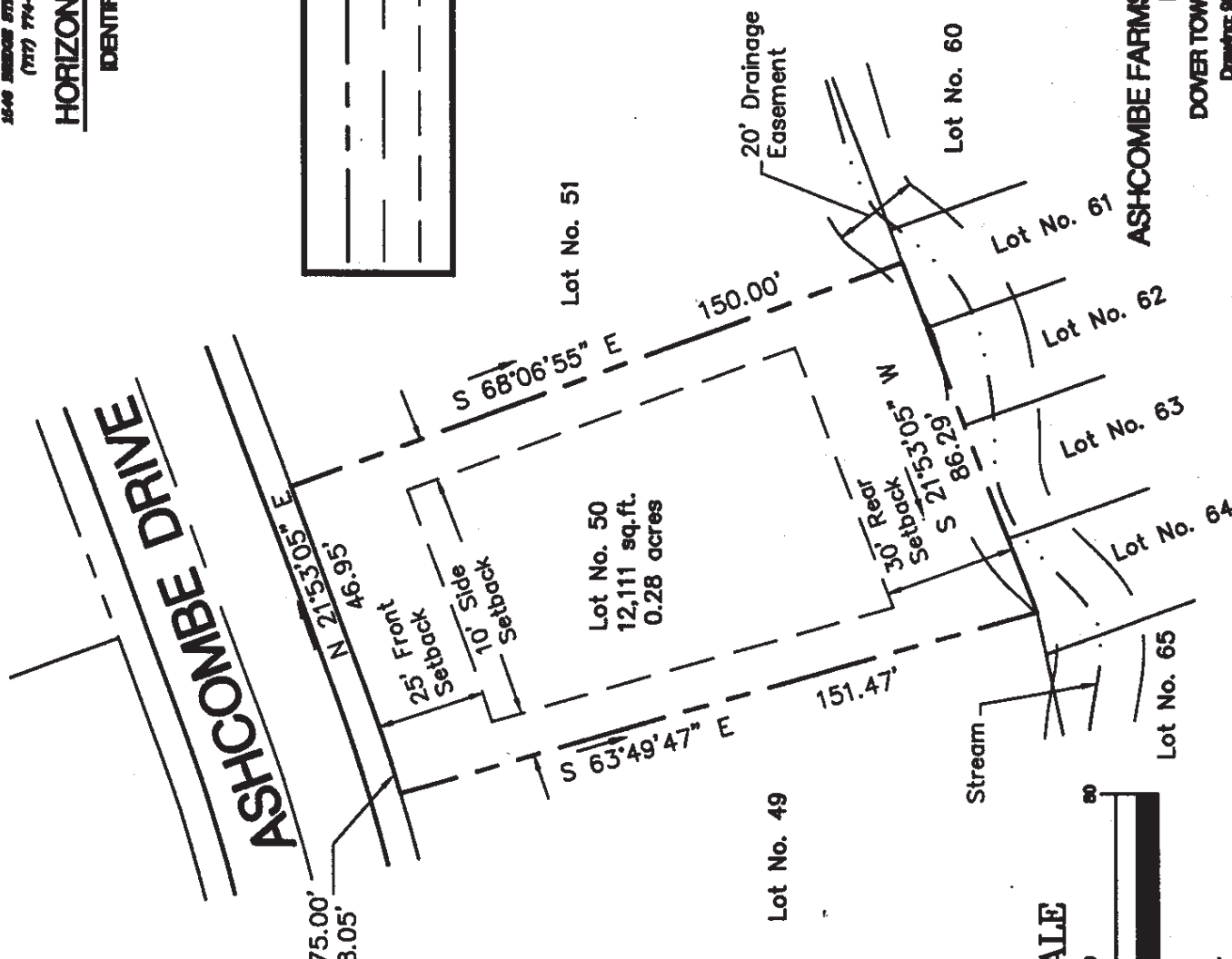
R. J. FISHER & ASSOCIATES, INC.

3540 BRIDGE STREET, NEW CUMBERLAND, PA 17070
(717) 774-7884 FAX (717) 774-7280

HORIZONTAL LOT BOUNDARIES

IDENTIFYING NUMBER: LOT NO. 50

LEGEND	
---	PROPERTY LINE/RIGHT-OF-WAY
---	EASEMENT LINE
---	BUILDING SETBACK LINE



GRAPHIC SCALE



(IN FEET)
1 inch = 40 ft.

LOT NO. 50
 ASHCOMBE FARMS - A PLANNED COMMUNITY
 LOCATED IN
 DOVER TOWNSHIP, YORK COUNTY, PA
 Drawing 9804/PLT DECEMBER 4, 1998

LOT No. 50

All that certain parcel of land situate in the Township of Dover, York County, Pennsylvania; more Particularly bounded and described as follows:

BEGINNING at a point in the southern right-of-way line of Ashcombe Drive; thence, along Lot No. 49 S 63°49'47" E a distance of 151.47' to a point; thence, along Lot No.'s 64,63,62, and part of 61 N 21°53'05" E a distance of 86.29' to a point; thence, along Lot No. 51 N 68°06'55" W a distance of 150.00' to a point on the southern right-of-way line of Ashcombe Drive; thence, along the southern right-of-way line of Ashcombe Drive S 21°53'05" W a distance of 46.95' to a point; thence by the same by a curve to the right having a radius of 375.00', an arc length of 28.05' and a chord bearing of S 24°01'39" W a distance of 28.04' to a point, the place of **BEGINNING**.

Containing 12,111 sq. ft. (0.28 acres)

Being: Lot No. 50 of Ashcombe Farms as shown on a Final Subdivision Plan prepared by RJ Fisher and Associates, Inc. originally dated July 19th, 1998.

1367 7087

R. J. FISHER & ASSOCIATES, INC.

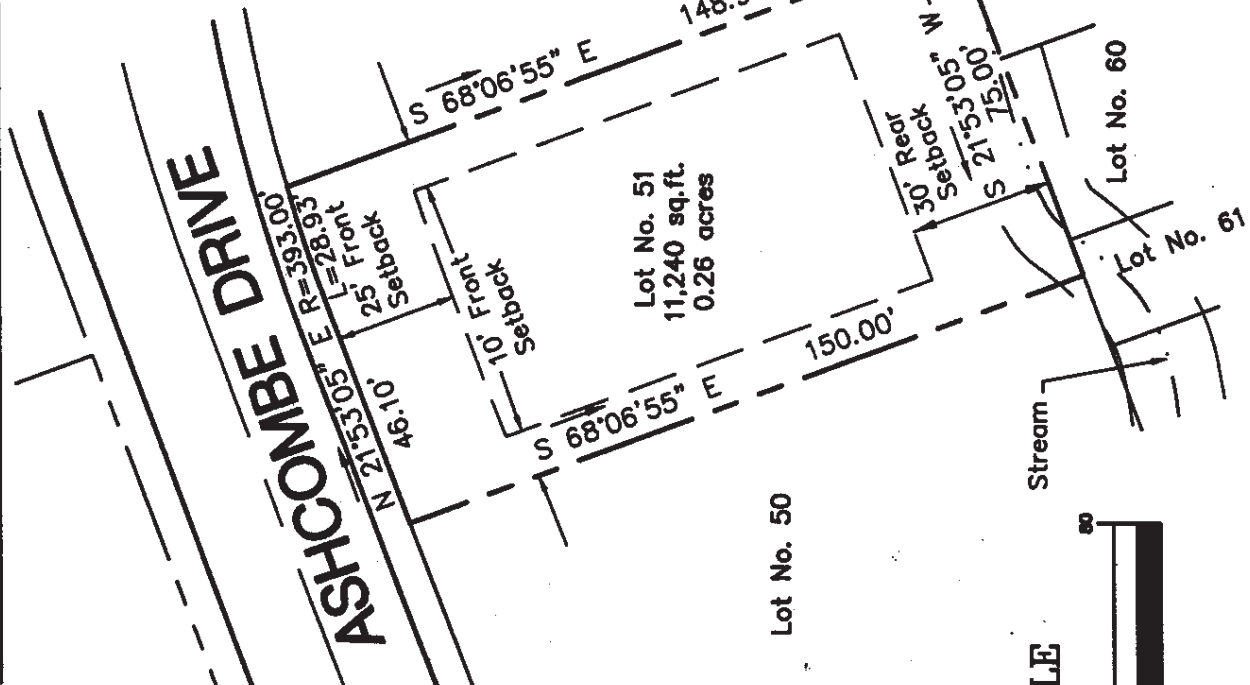
1646 HARBOR STREET, NEW COVENANT, PA. 17070
(717) 774-7834 FAX (717) 774-7180

HORIZONTAL LOT BOUNDARIES

IDENTIFYING NUMBER: LOT NO. 51

LEGEND

- — — — — PROPERTY LINE/RIGHT-OF-WAY
- — — — — EASEMENT LINE
- — — — — BUILDING SETBACK LINE



LOT NO. 51
ASHCOMBE FARMS - A PLANNED COMMUNITY
 LOCATED IN
 DOVER TOWNSHIP, YORK COUNTY, PA
 Drawing: 98044FLT DECEMBER 4, 1998

LOT No. 51

All that certain parcel of land situate in the Township of Dover, York County, Pennsylvania; more Particularly bounded and described as follows:

BEGINNING at a point in the southern right-of-way line of Ashcombe Drive; thence, along Lot No. 50 S 68°06'55" E a distance of 150.00' to a point; thence, along Lot No.'s 61,60, and part of 59 N 21°53'05" E a distance of 75.00' to a point; thence, along Lot No. 52 N 68°06'55" W a distance of 148.94' to a point on the southern right-of-way line of Ashcombe Drive; thence, along the southern right-of-way line of Ashcombe Drive by a curve to the left having a radius of 393.00', an arc length of 28.93' and a chord bearing of S 23°59'36" W a distance of 28.92' to a point; thence by the same S 21°53'05" W a distance of 46.10' to a point, the place of **BEGINNING**.

Containing 11,240 sq. ft. (0.26 acres)

Being: Lot No. 51 of Ashcombe Farms as shown on a Final Subdivision Plan prepared by RJ Fisher and Associates, Inc. originally dated July 10th, 1998.

1367 7089

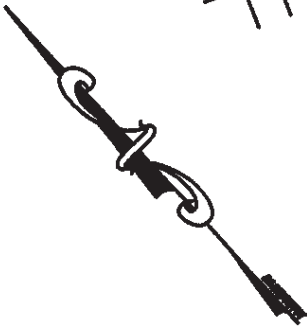
R. J. FISHER & ASSOCIATES, INC.

2646 BRIDGE STREET, NEW GUMMERDALE, PA 17070
(717) 774-7834 FAX (717) 774-7260

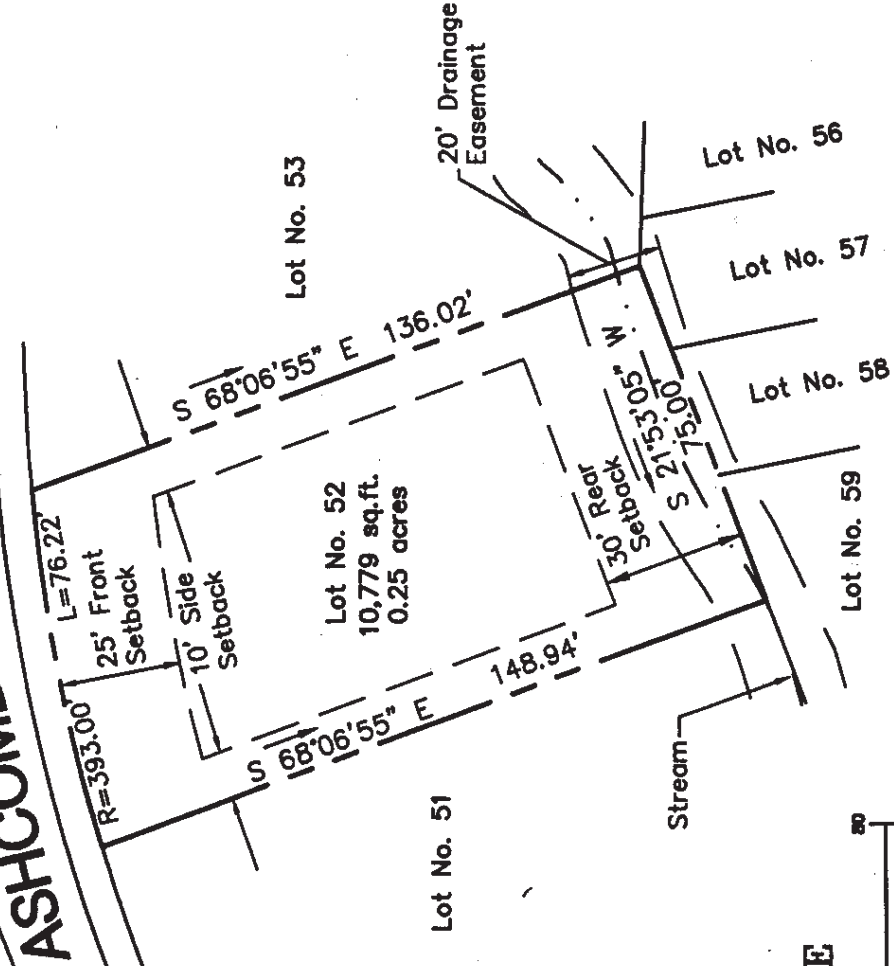
HORIZONTAL LOT BOUNDARIES

IDENTIFYING NUMBER: LOT NO. 52

LEGEND	
	PROPERTY LINE/RIGHT-OF-WAY
	EASEMENT LINE
	BUILDING SETBACK LINE



ASHCOMBE DRIVE



GRAPHIC SCALE



(IN FEET)

1 inch = 40 ft.

LOT NO. 52
LOCATED IN
ASHCOMBE FARMS - A PLANNED COMMUNITY

DOVER TOWNSHIP, YORK COUNTY, PA
Drawing: 8004-PLJ DECEMBER 4, 1988

LOT No. 52

All that certain parcel of land situate in the Township of Dover, York County, Pennsylvania; more Particularly bounded and described as follows:

BEGINNING at a point in the southern right-of-way line of Ashcombe Drive; thence, along Lot No. 51 S 68°06'55" E a distance of 148.94' to a point; thence, along Lot No.'s 59,58, and part of 57 N 21°53'05" E a distance of 75.00' to a point; thence, along Lot No. 53 N 68°06'55" W a distance of 136.02' to a point on the southern right-of-way line of Ashcombe Drive; thence, along the southern right-of-way line of Ashcombe Drive by a curve to the left having a radius of 393.00', an arc length of 76.22' and a chord bearing of S 31°39'30" W a distance of 76.10' to a point, the place of BEGINNING.

Containing 10,779 sq. ft. (0.25 acres)

Being: Lot No. 52 of Ashcombe Farms as shown on a Final Subdivision Plan prepared by RJ Fisher and Associates, Inc. originally dated July 10th, 1998.

1367 7091

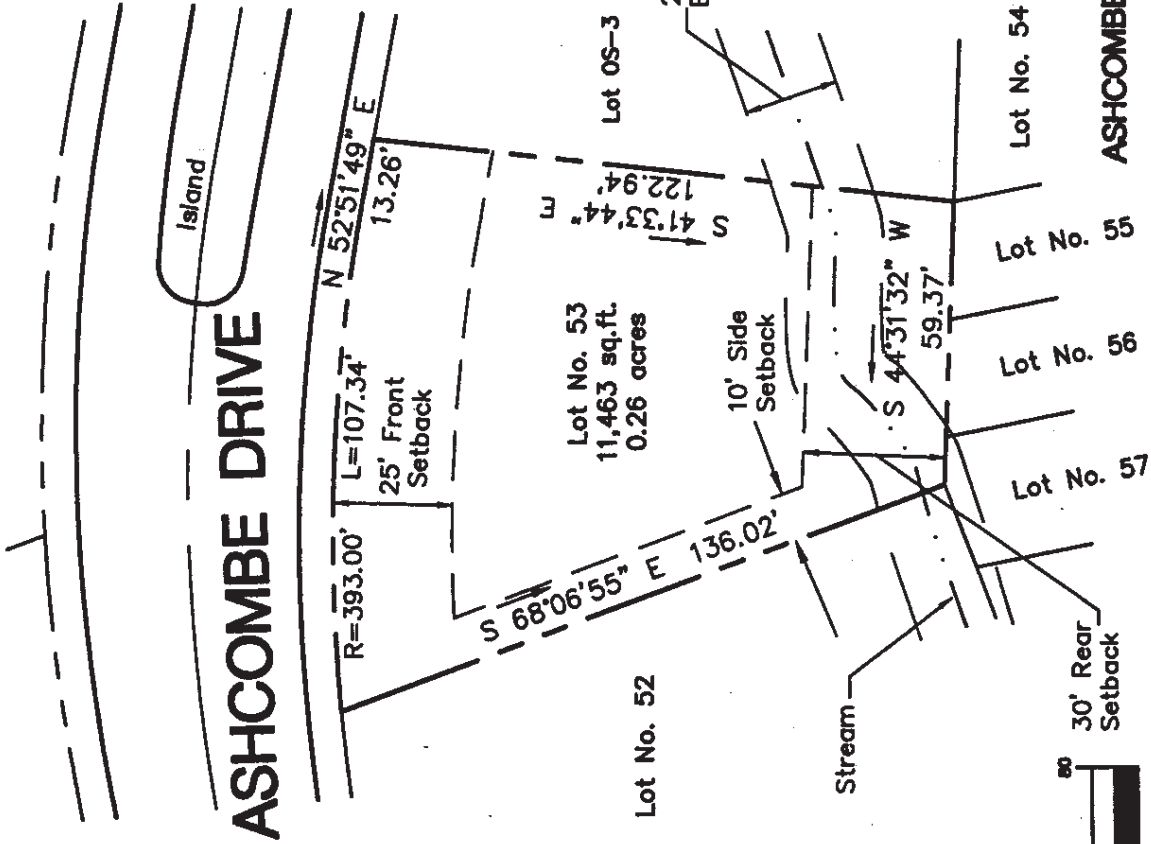
R. J. FISHER & ASSOCIATES, INC.

1648 BRIDGE STREET, NEW COMMERCE, PA. 17070
(717) 774-7004 FAX (717) 774-7000

HORIZONTAL LOT BOUNDARIES

IDENTIFYING NUMBER: LOT NO. 53

LEGEND	
	PROPERTY LINE/RIGHT-OF-WAY
	EASEMENT LINE
	BUILDING SETBACK LINE



GRAPHIC SCALE



(IN FEET)
1 inch = 40 ft.

LOT NO. 53
 ASHCOMBE FARMS - A PLANNED COMMUNITY
 LOCATED IN
 DOVER TOWNSHIP, YORK COUNTY, PA
 Drawing: 8804/PLT DECEMBER 4, 1988

LOT No. 53

All that certain parcel of land situate in the Township of Dover, York County, Pennsylvania; more Particularly bounded and described as follows:

BEGINNING at a point in the southern right-of-way line of Ashcombe Drive; thence, along Lot No. 52 S 68°06'55" E a distance of 136.02' to a point; thence, along Lot No.'s 57,56, and 55 N 44°31'32" E a distance of 59.37' to a point; thence, along Lot OS-3 N 41°33'44" W a distance of 122.94' to a point on the southern right-of-way line of Ashcombe Drive; thence, along the southern right-of-way line of Ashcombe Drive S 52°51'49" W a distance of 13.26' to a point; thence along the same by a curve to the left having a radius of 393.00', an arc length of 107.34' and a chord bearing of S 45°02'21" W a distance of 107.00' to a point, the place of **BEGINNING**.

Containing 11,463 sq. ft. (0.26 acres)

Being: Lot No. 53 of Ashcombe Farms as shown on a Final Subdivision Plan prepared by RJ Fisher and Associates, Inc. originally dated July 10th, 1998.

1367 7093

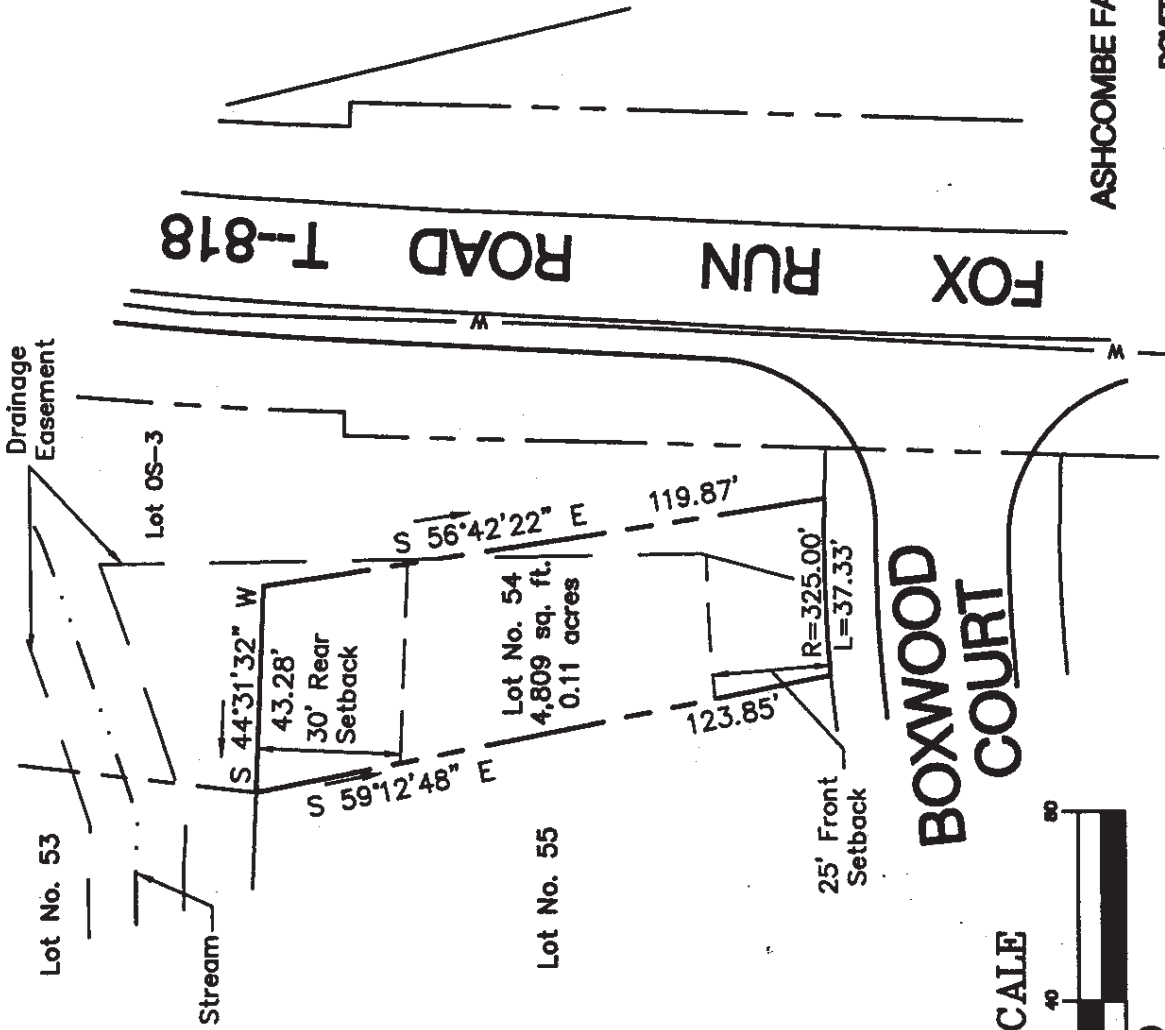
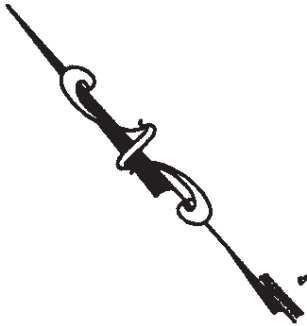
R. J. FISHER & ASSOCIATES, INC.

1648 BRIDGE STREET, NEW CASTLE, PA 17070
(717) 774-7884 FAX (717) 774-7880

HORIZONTAL LOT BOUNDARIES

IDENTIFYING NUMBER: LOT NO. 54

LEGEND	
	PROPERTY LINE/RIGHT-OF-WAY
	EASEMENT LINE
	BUILDING SETBACK LINE



GRAPHIC SCALE



(IN FEET)
1 inch = 40 ft

LOT NO. 54
ASHCOMBE FARMS - A PLANNED COMMUNITY
LOCATED IN
DOVER TOWNSHIP, YORK COUNTY, PA
Drawing: 9804-PLT DECEMBER 4, 1998

LOT No. 54

All that certain parcel of land situate in the Township of Dover, York County, Pennsylvania; more Particularly bounded and described as follows:

BEGINNING at a point in the northern right-of-way line of Boxwood Court; thence, along Lot No. 55 N 59°12'48" W a distance of 123.85' to a point; thence, along Lot OS-3 N 44°31'32" E a distance of 43.28' to a point; thence, along the same S 56°42'22" E a distance of 119.87' to a point on the northern right-of-way line of Boxwood Court; thence, along the northern right-of-way line of Boxwood Court by a curve to the left having a radius of 325.00', an arc length of 37.33' and a chord bearing of S 40°19'32" W a distance of 37.31' to a point, the place of **BEGINNING**.

Containing 4,809 sq. ft. (0.11 acres)

Being: Lot No. 54 of Ashcombe Farms as shown on a Final Subdivision Plan prepared by RJ Fisher and Associates, Inc. originally dated July 16th, 1998.

LOT No. 55

All that certain parcel of land situate in the Township of Dover, York County, Pennsylvania; more Particularly bounded and described as follows:

BEGINNING at a point in the northern right-of-way line of Boxwood Court; thence, along Lot No. 56 N 59°12'48" W a distance of 127.98' to a point; thence, along Lot No. 53 N 44°31'32" E a distance of 24.71' to a point; thence, along Lot No. 54 S 59°12'48" E a distance of 123.85' to a point on the northern right-of-way line of Boxwood Court; thence, along the northern right-of-way line of Boxwood Court by a curve to the left having a radius of 325.00', an arc length of 24.07' and a chord bearing of S 34°54'47" W a distance of 24.06' to a point, the place of **BEGINNING**.

Containing 3,018 sq. ft. (0.07 acres)

Being: Lot No. 55 of Ashcombe Farms as shown on a Final Subdivision Plan prepared by RJ Fisher and Associates, Inc. originally dated July 19th, 1998.

1367 7097

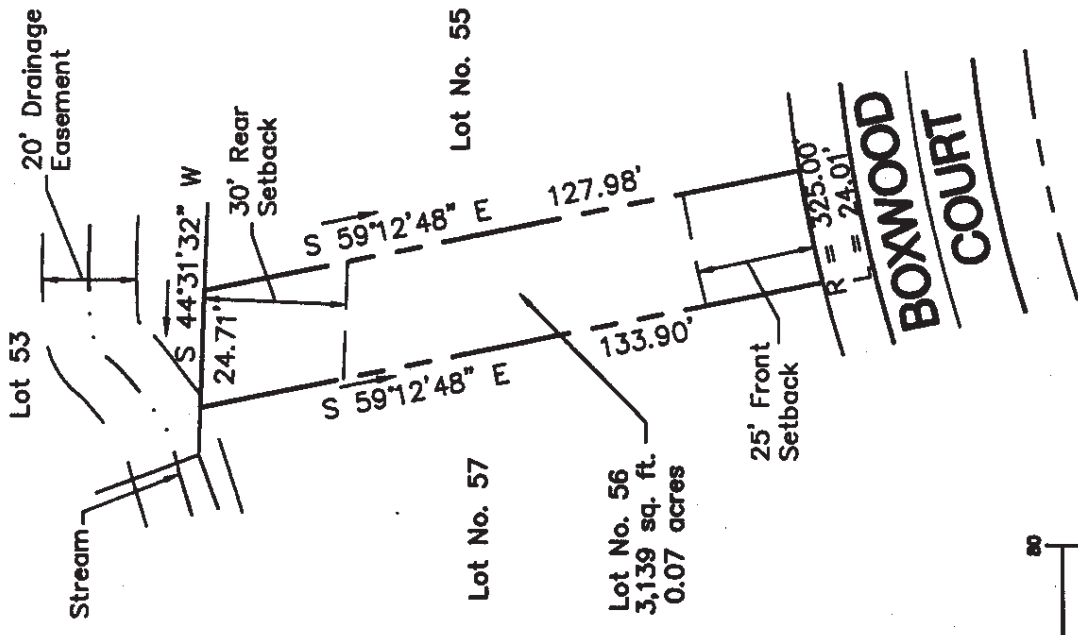
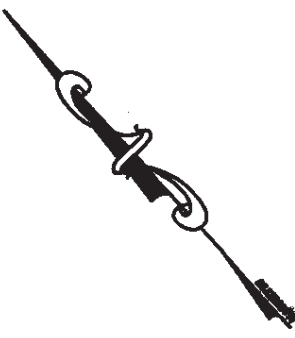
R. J. FISHER & ASSOCIATES, INC.

1640 BRIDGE STREET, NEW CUMBERLAND, PA. 17070
(717) 794-1854 FAX (717) 794-2100

HORIZONTAL LOT BOUNDARIES

IDENTIFYING NUMBER: LOT NO. 56

LEGEND	
	PROPERTY LINE/RIGHT-OF-WAY
	EASEMENT LINE
	BUILDING SETBACK LINE



GRAPHIC SCALE



(IN FEET)
1 inch = 40 ft.

LOT NO. 56
 ASHCOMBE FARMS - A PLANNED COMMUNITY
 LOCATED IN
 DOVER TOWNSHIP, YORK COUNTY, PA
 Drawing: 9004/FLT DECEMBER 4, 1988

LOT No. 56

All that certain parcel of land situate in the Township of Dover, York County, Pennsylvania; more Particularly bounded and described as follows:

BEGINNING at a point in the northern right-of-way line of Boxwood Court; thence, along Lot No. 57 N 59°12'48" W a distance of 133.90' to a point; thence, along Lot No. 53 N 44°31'32" E a distance of 24.71' to a point; thence, along Lot No. 55 S 59°12'48" E a distance of 127.98' to a point on the northern right-of-way line of Boxwood Court; thence, along the northern right-of-way line of Boxwood Court by a curve to the left having a radius of 325.00', an arc length of 24.01' and a chord bearing of S 30°40'32" W a distance of 24.00' to a point, the place of **BEGINNING**.

Containing 3,139 sq. ft. (0.07 acres)

Being: Lot No. 56 of Ashcombe Farms as shown on a Final Subdivision Plan prepared by RJ Fisher and Associates, Inc. originally dated July 10th, 1998.

1367 7099

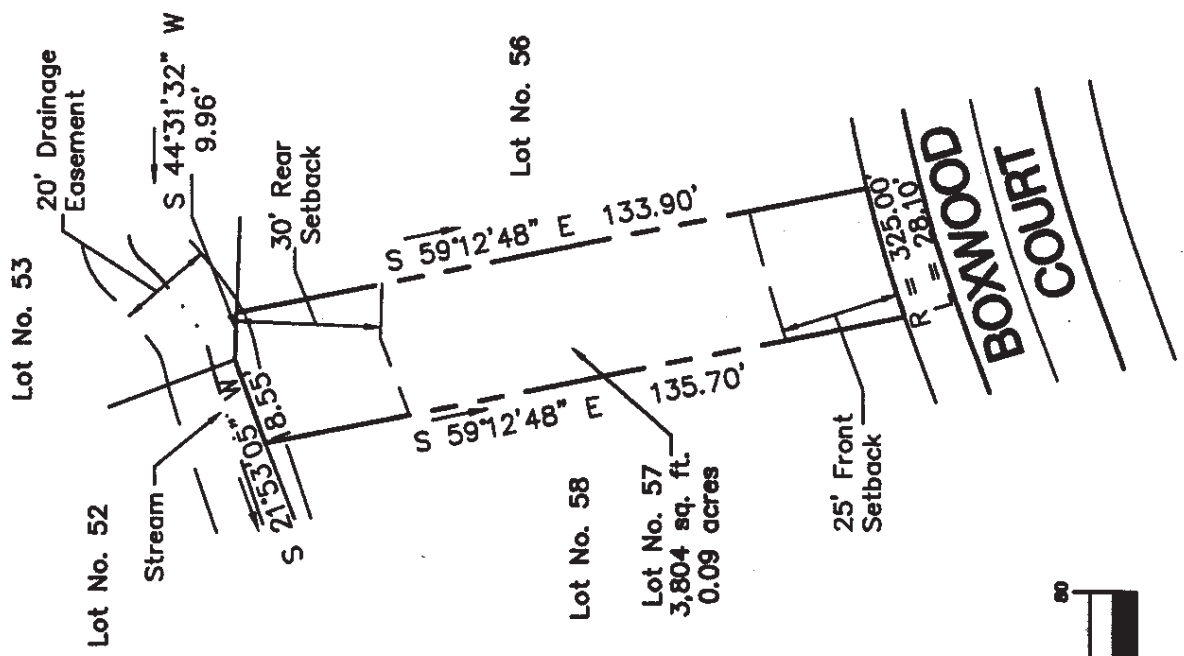
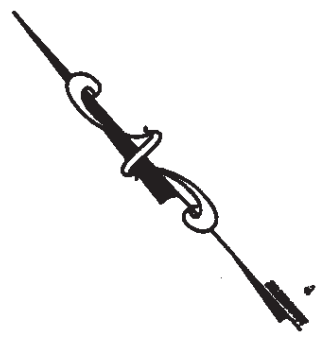
R. J. FISHER & ASSOCIATES, INC.

3540 WOODSIDE AVENUE, NEW CUMBERLAND, PA. 17070
(717) 774-1004 FAX (717) 774-7200

HORIZONTAL LOT BOUNDARIES

IDENTIFYING NUMBER: LOT NO. 57

LEGEND	
---	PROPERTY LINE/RIGHT-OF-WAY
---	EASEMENT LINE
---	BUILDING SETBACK LINE



GRAPHIC SCALE



(IN FEET)
1 inch = 40 ft.

LOT NO. 57
 LOCATED IN
ASHCOMBE FARMS - A PLANNED COMMUNITY
 DOVER TOWNSHIP, YORK COUNTY, PA
 Drawing: 8004-FLT DECEMBER 4, 1998

LOT No. 57

All that certain parcel of land situate in the Township of Dover, York County, Pennsylvania; more Particularly bounded and described as follows:

BEGINNING at a point in the northern right-of-way line of Boxwood Court; thence, along Lot No. 58 N 59°12'48" W a distance of 135.70' to a point; thence, along Lot No. 52 N 21°53'05" E a distance of 18.55' to a point; thence, along Lot No. 53 N 44°31'32" E a distance of 9.96' to a point; thence, along Lot No. 56 S 59°12'48" E a distance of 133.90' to a point on the northern right-of-way line of Boxwood Court; thence, along the northern right-of-way line of Boxwood Court by a curve to the left having a radius of 325.00', an arc length of 28.10' and a chord bearing of S 26°04'57" W a distance of 28.09' to a point, the place of **BEGINNING**.

Containing 3,804 sq. ft. (0.09 acres)

Being: Lot No. 57 of Ashcombe Farms as shown on a Final Subdivision Plan prepared by RJ Fisher and Associates, Inc. originally dated July 10th, 1998.

1367 7101

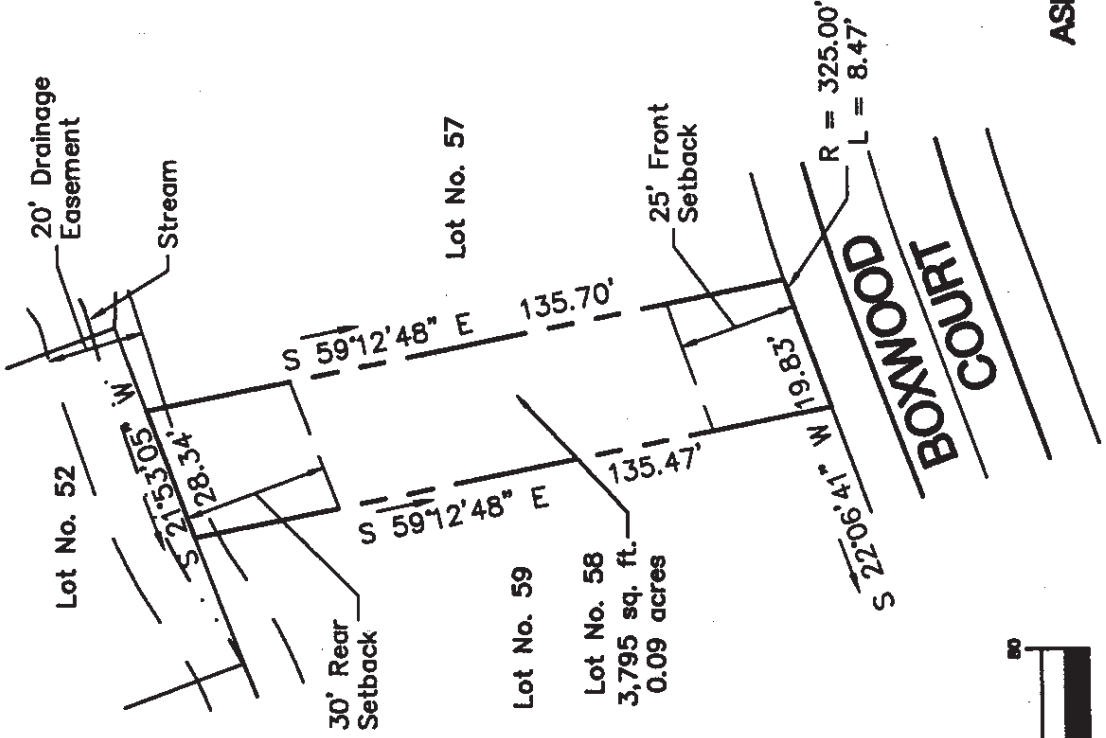
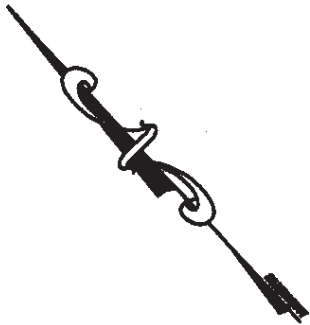
R. J. FISHER & ASSOCIATES, INC.

2546 BRIDGE STREET, NEW CUMBERLAND, PA 17070
(717) 774-7884 FAX (717) 774-7880

HORIZONTAL LOT BOUNDARIES

IDENTIFYING NUMBER: LOT NO. 58

LEGEND	
---	PROPERTY LINE/RIGHT-OF-WAY
---	EASEMENT LINE
---	BUILDING SETBACK LINE



GRAPHIC SCALE



(IN FEET)
1 inch = 40 ft.

LOT NO. 58
 ASHCOMBE FARMS - A PLANNED COMMUNITY
 LOCATED IN
 DOVER TOWNSHIP, YORK COUNTY, PA
 Drawing: 9004/PLT DECEMBER 4, 1988

LOT No. 58

All that certain parcel of land situate in the Township of Dover, York County, Pennsylvania; more Particularly bounded and described as follows:

BEGINNING at a point in the northern right-of-way line of Boxwood Court; thence, along Lot No. 59 N 59°12'48" W a distance of 135.47' to a point; thence, along Lot No. 52 N 21°53'05" E a distance of 28.34' to a point; thence, along Lot No. 57 S 59°12'48" E a distance of 135.70' to a point on the northern right-of-way line of Boxwood Court; thence, along the northern right-of-way line of Boxwood Court by a curve to the left having a radius of 325.00', an arc length of 8.47' and a chord bearing of S 22°51'30" W a distance of 8.47' to a point; thence, along the same S 22°06'41" W a distance of 19.83' to a point, the place of **BEGINNING**.

Containing 3,795 sq. ft. (0.09 acres)

Being: Lot No. 58 of Ashcombe Farms as shown on a Final Subdivision Plan prepared by RJ Fisher and Associates, Inc. originally dated July 20th, 1998.

1367 7103

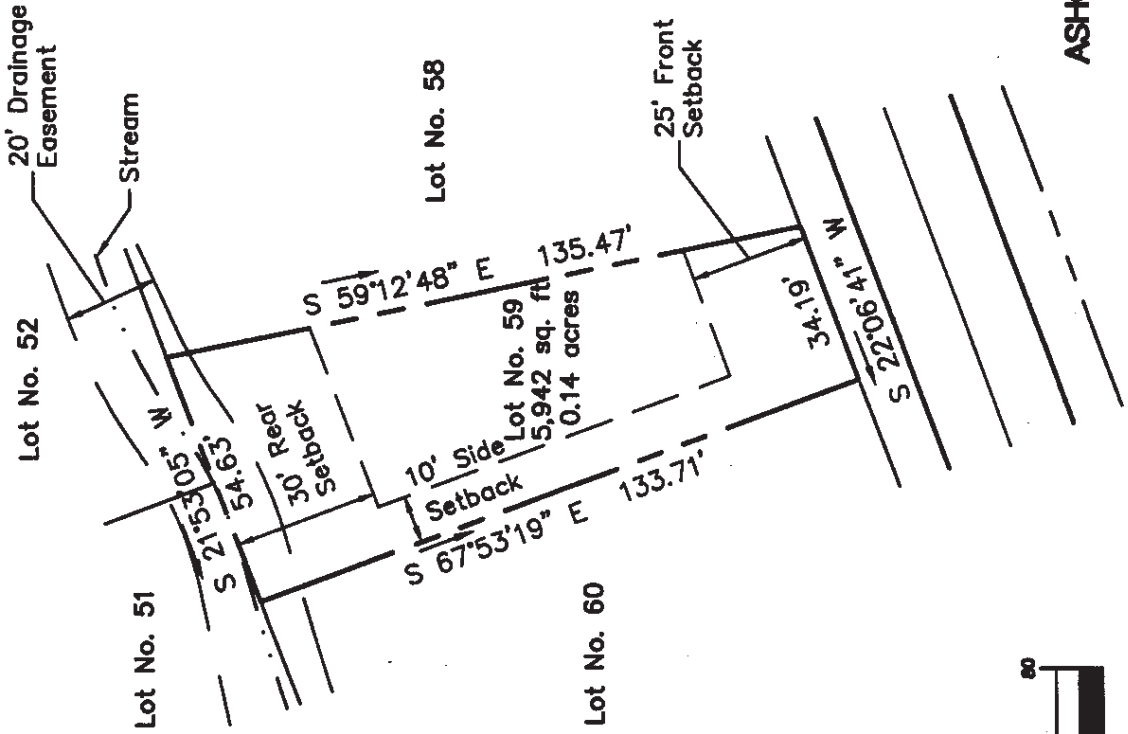
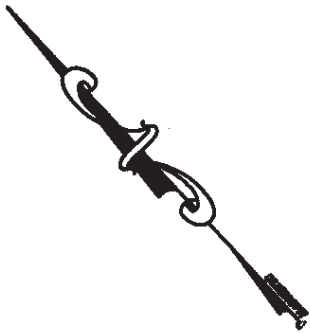
R. J. FISHER & ASSOCIATES, INC.

1648 MERCER STREET, NEW CUMBERLAND, PA. 17070
(717) 774-7034 FAX (717) 774-7100

HORIZONTAL LOT BOUNDARIES

IDENTIFYING NUMBER: LOT NO. 59

LEGEND	
---	PROPERTY LINE/RIGHT-OF-WAY
---	EASEMENT LINE
---	BUILDING SETBACK LINE



GRAPHIC SCALE



(IN FEET)

1 inch = 40 ft.

LOT NO. 59

ASHCOMBE FARMS - A PLANNED COMMUNITY
LOCATED IN

DOVER TOWNSHIP, YORK COUNTY, PA

Drawing: 8804/PLT DECEMBER 4, 1988

LOT No. 59

All that certain parcel of land situate in the Township of Dover, York County, Pennsylvania; more Particularly bounded and described as follows:

BEGINNING at a point in the northern right-of-way line of Boxwood Court; thence, along Lot No. 60 N 67°53'19" W a distance of 133.71' to a point; thence, along Lot No.'s 51 and 52 N 21°53'05" E a distance of 54.63' to a point; thence, along Lot No. 58 S 59°12'48" E a distance of 135.47' to a point on the northern right-of-way line of Boxwood Court; thence, along the northern right-of-way line of Boxwood Court S 22°06'41" W a distance of 34.19' to a point, the place of **BEGINNING**.

Containing 5,942 sq. ft. (0.14 acres)

Being: Lot No. 59 of Ashcombe Farms as shown on a Final Subdivision Plan prepared by RJ Fisher and Associates, Inc. originally dated July 20th, 1998.

1367 7105

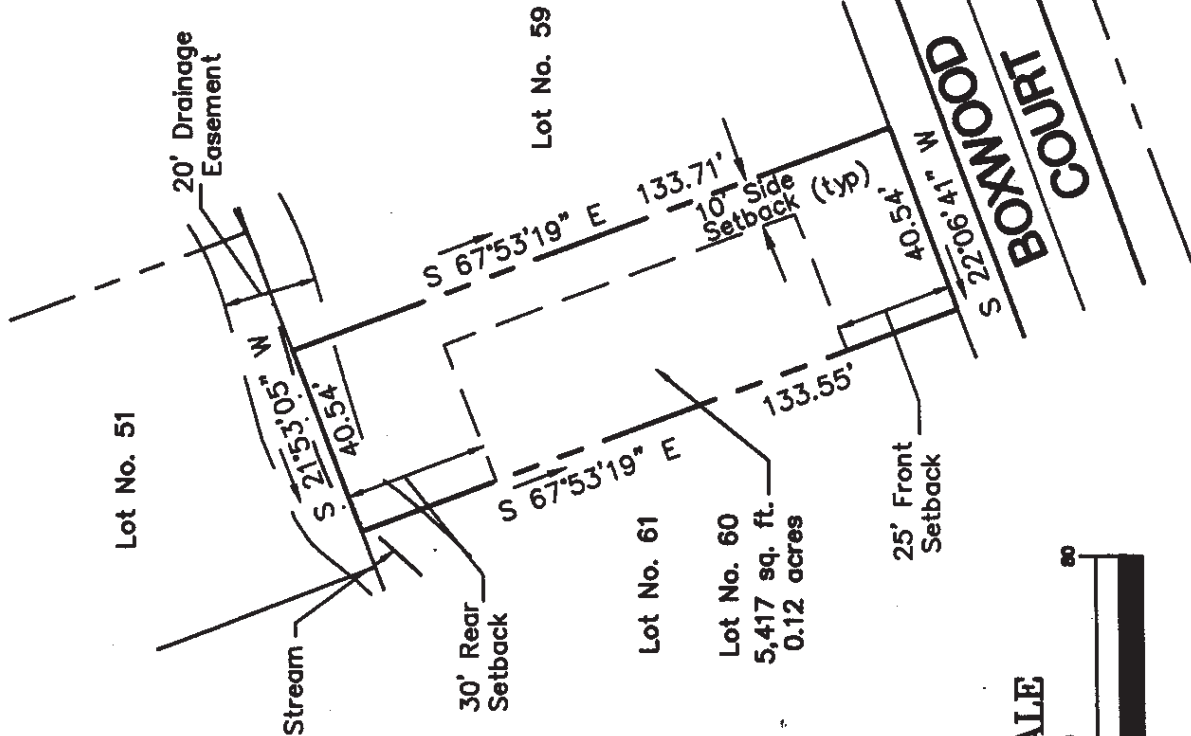
R. J. FISHER & ASSOCIATES, INC.

1949 BRIDGE STREET, NEW GUMMERDALE, PA. 17070
(717) 774-7004 FAX (717) 774-7000

HORIZONTAL LOT BOUNDARIES

IDENTIFYING NUMBER: LOT NO. 60

LEGEND	
	PROPERTY LINE/RIGHT-OF-WAY
	EASEMENT LINE
	BUILDING SETBACK LINE



GRAPHIC SCALE



(IN FEET)

1 inch = 40 ft.

LOT NO. 60
 ASHCOMBE FARMS - A PLANNED COMMUNITY
 LOCATED IN
 DOVER TOWNSHIP, YORK COUNTY, PA
 Drawing: 8804/PL1 DECEMBER 4, 1988

LOT No. 60

All that certain parcel of land situate in the Township of Dover, York County, Pennsylvania; more Particularly bounded and described as follows:

BEGINNING at a point in the northern right-of-way line of Boxwood Court; thence, along Lot No. 61 N 67°53'19" W a distance of 133.55' to a point; thence, along Lot No. 51 N 21°53'05" E a distance of 40.54' to a point; thence, along Lot No. 59 S 67°53'19" E a distance of 133.71' to a point on the northern right-of-way line of Boxwood Court; thence, along the northern right-of-way line of Boxwood Court S 22°06'41" W a distance of 40.54' to a point, the place of **BEGINNING**.

Containing 5,417 sq. ft. (0.12 acres)

Being: Lot No. 60 of Ashcombe Farms as shown on a Final Subdivision Plan prepared by RJ Fisher and Associates, Inc. originally dated July ~~10~~th, 1998.

R. J. FISHER & ASSOCIATES, INC.

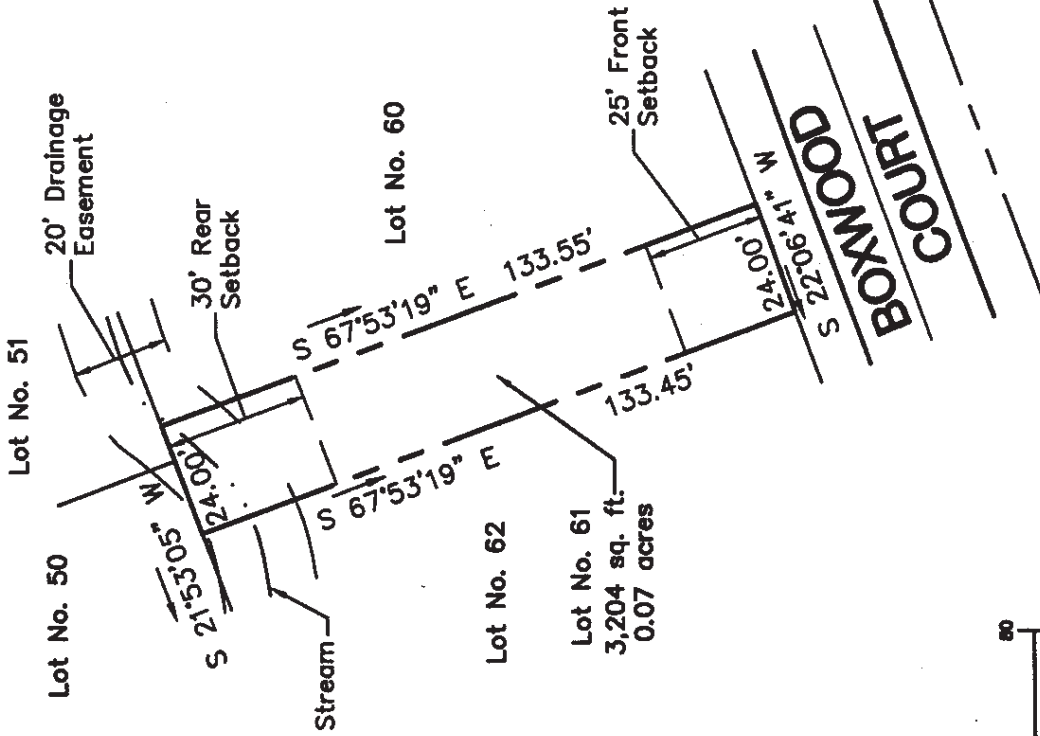
1646 BRIDGE STREET, NEW COVENANT, PA. 17070
 (717) 774-7884 FAX (717) 774-7180

HORIZONTAL LOT BOUNDARIES

IDENTIFYING NUMBER: LOT NO. 61

LEGEND

- PROPERTY LINE/RIGHT-OF-WAY
- - - EASEMENT LINE
- BUILDING SETBACK LINE



GRAPHIC SCALE



(IN FEET)
 1 inch = 40 ft.

LOT NO. 61
 ASHCOMBE FARMS - A PLANNED COMMUNITY
 LOCATED IN
 DOVER TOWNSHIP, YORK COUNTY, PA
 Drawing 6004/FLT DECEMBER 4, 1988

LOT No. 61

All that certain parcel of land situate in the Township of Dover, York County, Pennsylvania; more Particularly bounded and described as follows:

BEGINNING at a point in the northern right-of-way line of Boxwood Court; thence, along Lot No. 62 N 67°53'19" W a distance of 133.45' to a point; thence, along Lot No.'s 50 and 51 N 21°53'05" E a distance of 24.00' to a point; thence, along Lot No. 60 S 67°53'19" E a distance of 133.55' to a point on the northern right-of-way line of Boxwood Court; thence, along the northern right-of-way line of Boxwood Court S 22°06'41" W a distance of 24.00' to a point, the place of **BEGINNING**.

Containing 3,204 sq. ft. (0.07 acres)

Being: Lot No. 61 of Ashcombe Farms as shown on a Final Subdivision Plan prepared by RJ Fisher and Associates, Inc. originally dated July 20th, 1998.

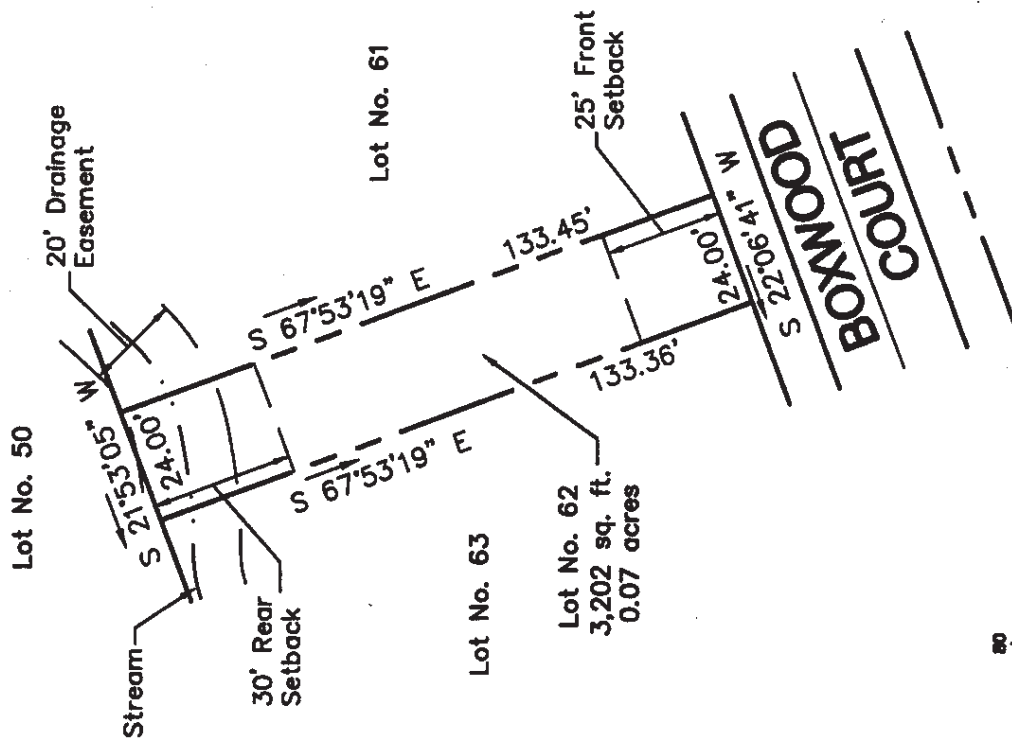
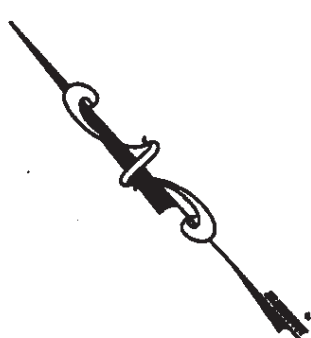
R. J. FISHER & ASSOCIATES, INC.

2846 BRIDGE STREET, NEW COMMERCE, PA 17070
(717) 774-7834 FAX (717) 774-7180

HORIZONTAL LOT BOUNDARIES

IDENTIFYING NUMBER: LOT NO. 62

LEGEND	
	PROPERTY LINE/RIGHT-OF-WAY
	EASEMENT LINE
	BUILDING SETBACK LINE



GRAPHIC SCALE



(IN FEET)

1 inch = 40 ft.

LOT NO. 62
ASHCOMBE FARMS - A PLANNED COMMUNITY
LOCATED IN

DOVER TOWNSHIP, YORK COUNTY, PA

Drawing: 8004-PL1 DECEMBER 4, 1998

LOT No. 62

All that certain parcel of land situate in the Township of Dover, York County, Pennsylvania; more Particularly bounded and described as follows:

BEGINNING at a point in the northern right-of-way line of Boxwood Court; thence, along Lot No. 63 N 67°53'19" W a distance of 133.36' to a point; thence, along Lot No. 50 N 21°53'05" E a distance of 24.00' to a point; thence, along Lot No. 61 S 67°53'19" E a distance of 133.45' to a point on the northern right-of-way line of Boxwood Court; thence, along the northern right-of-way line of Boxwood Court S 22°06'41" W a distance of 24.00' to a point, the place of BEGINNING.

Containing 3,202 sq. ft. (0.07 acres)

Being: Lot No. 62 of Ashcombe Farms as shown on a Final Subdivision Plan prepared by RJ Fisher and Associates, Inc. originally dated July 20th, 1998.

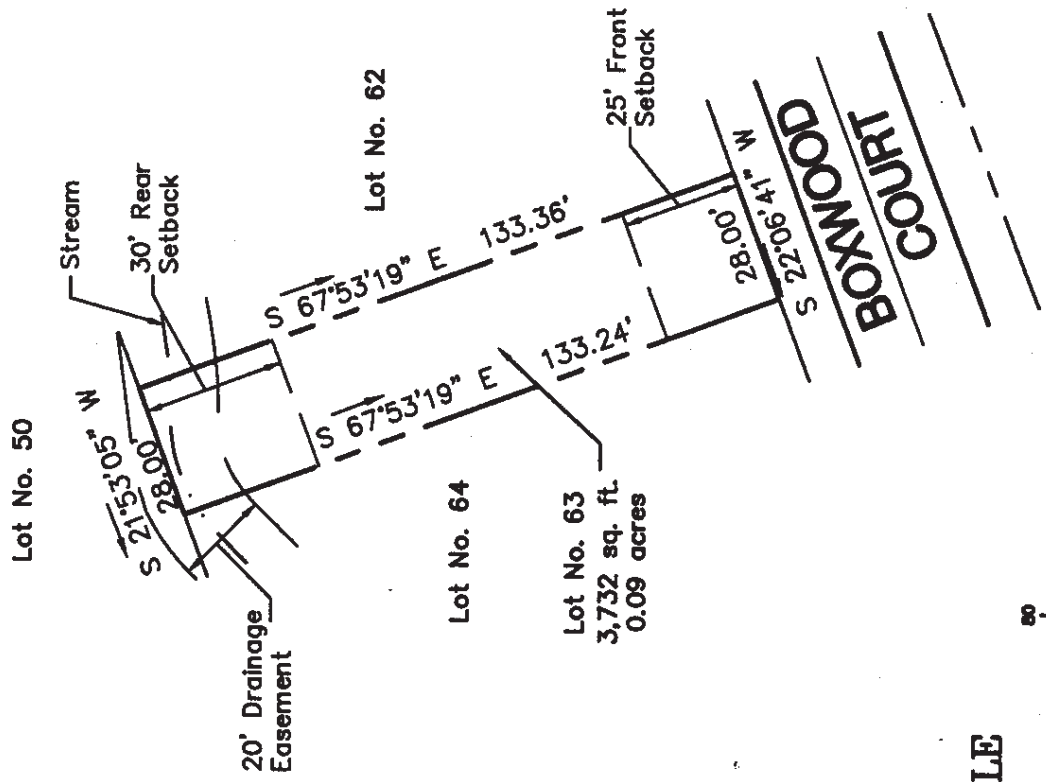
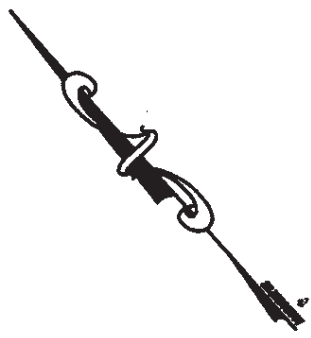
R. J. FISHER & ASSOCIATES, INC.

3545 BRIDGE STREET, NEW YORK, N.Y. 10017
(212) 774-1004 FAX (212) 774-1200

HORIZONTAL LOT BOUNDARIES

IDENTIFYING NUMBER: LOT NO. 63

LEGEND	
	PROPERTY LINE/RIGHT-OF-WAY
	EASEMENT LINE
	BUILDING SETBACK LINE



GRAPHIC SCALE



(IN FEET)

1 inch = 40 ft.

LOT NO. 63
 ASHCOMBE FARMS - A PLANNED COMMUNITY
 LOCATED IN
 DOVER TOWNSHIP, YORK COUNTY, PA
 Drawing: 8004-PLT DECEMBER 4, 1988

LOT No. 63

All that certain parcel of land situate in the Township of Dover, York County, Pennsylvania; more Particularly bounded and described as follows:

BEGINNING at a point in the northern right-of-way line of Boxwood Court; thence, along Lot No. 64 N 67°53'19" W a distance of 133.24' to a point; thence, along Lot No. 50 N 21°53'05" E a distance of 28.00' to a point; thence, along Lot No. 62 S 67°53'19" E a distance of 133.36' to a point on the northern right-of-way line of Boxwood Court; thence, along the northern right-of-way line of Boxwood Court S 22°06'41" W a distance of 28.00' to a point, the place of **BEGINNING**.

Containing 3,732 sq. ft. (0.09 acres)

Being: Lot No. 63 of Ashcombe Farms as shown on a Final Subdivision Plan prepared by RJ Fisher and Associates, Inc. originally dated July 10th, 1998.

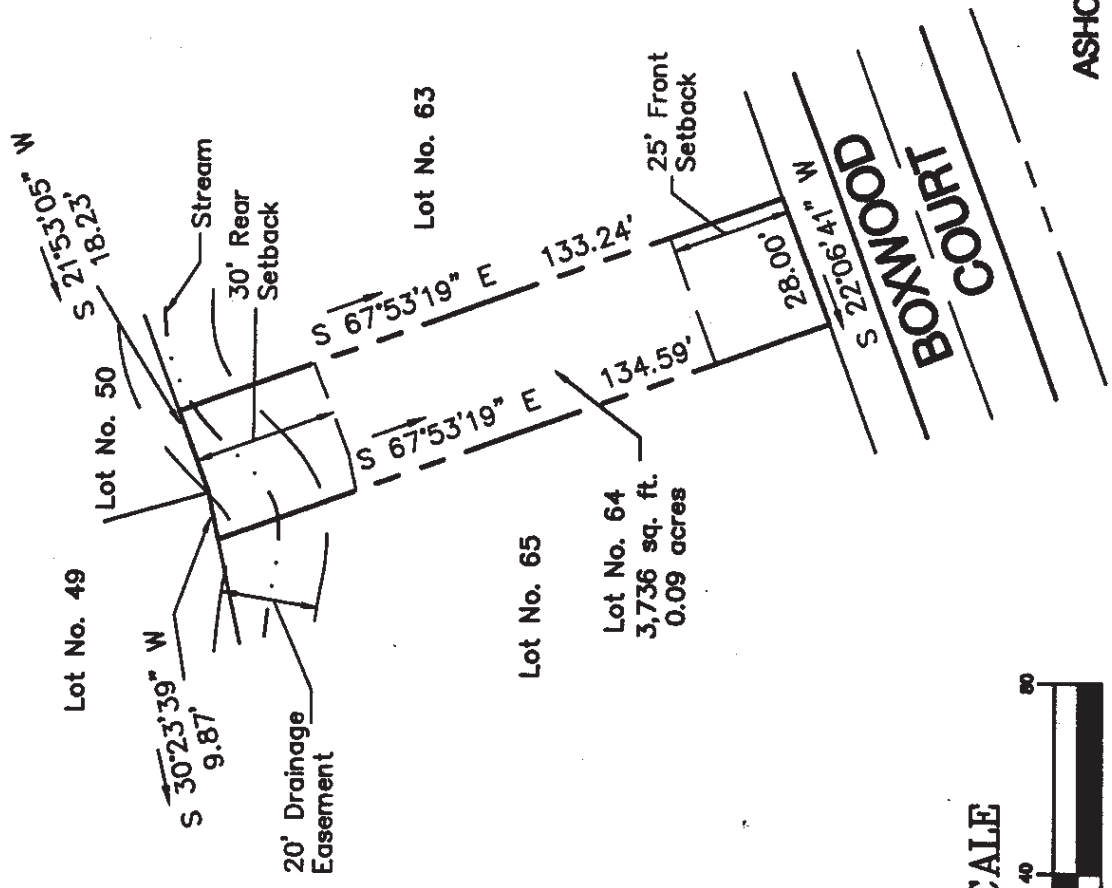
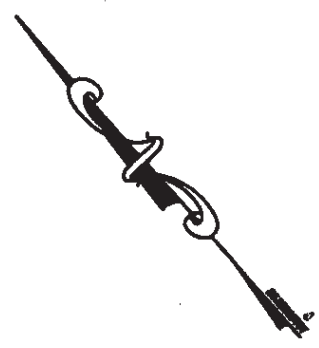
R. J. FISHER & ASSOCIATES, INC.

20-08 BRIDGE STREET, NEW CUMBERLAND, PA 17070
(717) 774-7004 FAX (717) 774-7000

HORIZONTAL LOT BOUNDARIES

IDENTIFYING NUMBER: LOT NO. 64

LEGEND	
	PROPERTY LINE/RIGHT-OF-WAY
	EASEMENT LINE
	BUILDING SETBACK LINE



GRAPHIC SCALE



(IN FEET)

1 inch = 40 ft.

LOT NO. 64
 ASHCOMBE FARMS - A PLANNED COMMUNITY
 LOCATED IN
 DOVER TOWNSHIP, YORK COUNTY, PA
 Drawing: 9804/PLT DECEMBER 4, 1988

LOT No. 64

All that certain parcel of land situate in the Township of Dover, York County, Pennsylvania; more Particularly bounded and described as follows:

BEGINNING at a point in the northern right-of-way line of Boxwood Court; thence, along Lot No. 65 N 67°53'19" W a distance of 134.59' to a point; thence, along Lot No. 49 N 30°23'39" E a distance of 9.87' to a point; thence, along Lot No. 50 N 21°53'05" E a distance of 18.23' to a point; thence, along Lot No. 63 S 67°53'19" E a distance of 133.24' to a point on the northern right-of-way line of Boxwood Court; thence, along the northern right-of-way line of Boxwood Court S 22°06'41" W a distance of 28.00' to a point, the place of **BEGINNING**.

Containing 3,736 sq. ft. (0.09 acres)

Being: Lot No. 64 of Ashcombe Farms as shown on a Final Subdivision Plan prepared by RJ Fisher and Associates, Inc. originally dated July ~~10~~¹⁹th, 1998.

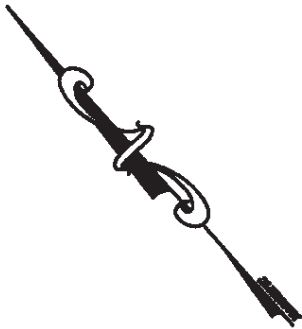
R. J. FISHER & ASSOCIATES, INC.

1848 BRIDGE STREET, NEW GORNBURGH, PA. 17070
 (717) 774-7884 FAX (717) 774-7288

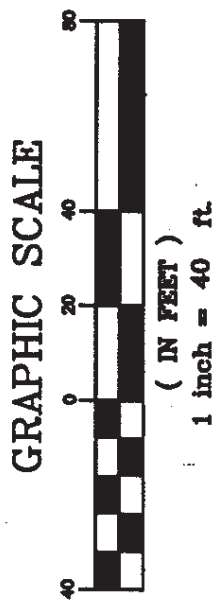
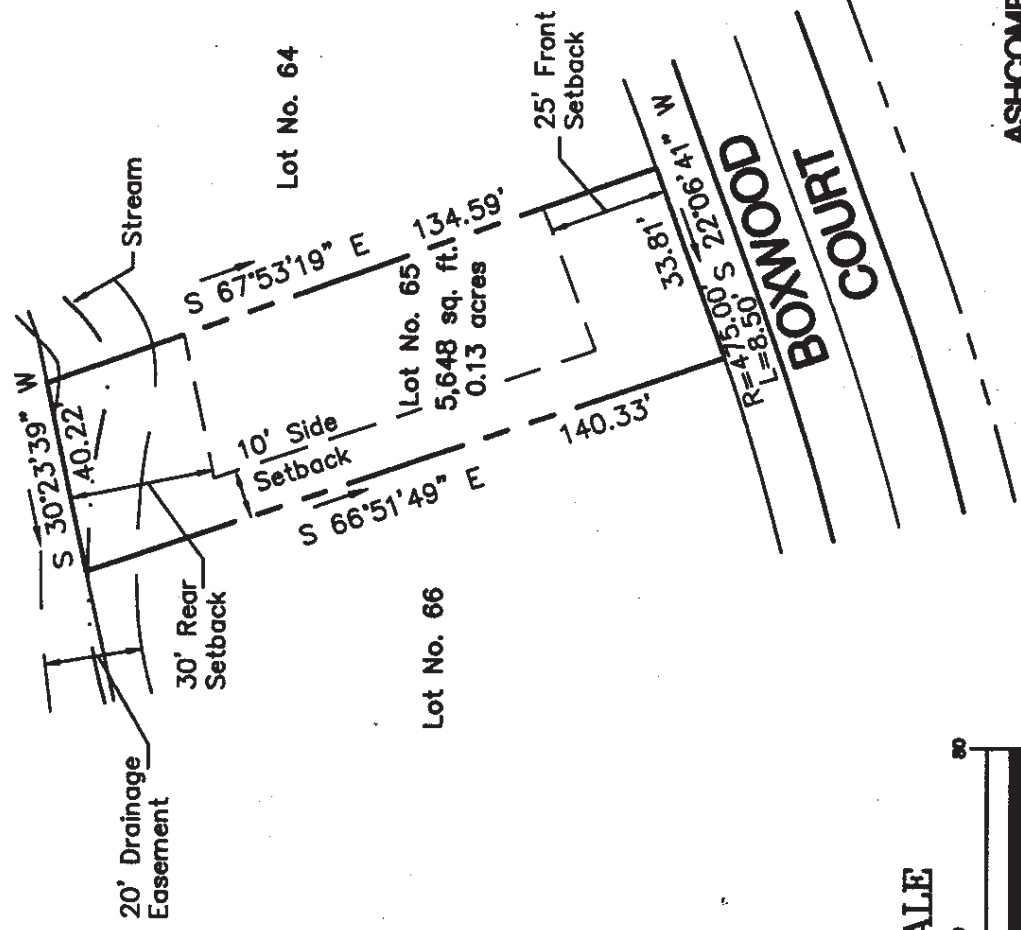
HORIZONTAL LOT BOUNDARIES

IDENTIFYING NUMBER: LOT NO. 65

LEGEND	
---	PROPERTY LINE/RIGHT-OF-WAY
---	EASEMENT LINE
---	BUILDING SETBACK LINE



Lot No. 49



LOT NO. 65
 ASHCOMBE FARMS - A PLANNED COMMUNITY
 LOCATED IN
 DOVER TOWNSHIP, YORK COUNTY, PA
 Drawing: 8004-PLT. DECEMBER 4, 1998

LOT No. 65

All that certain parcel of land situate in the Township of Dover, York County, Pennsylvania; more Particularly bounded and described as follows:

BEGINNING at a point in the northern right-of-way line of Boxwood Court; thence, along Lot No. 66 N 66°51'49" W a distance of 140.33' to a point; thence, along Lot No. 49 N 30°23'39" E a distance of 40.22' to a point; thence, along Lot No. 64 S 67°53'19" E a distance of 134.59' to a point on the northern right-of-way line of Boxwood Court; thence, along the northern right-of-way line of Boxwood Court S 22°06'41" W a distance of 33.81' to a point; thence, along the same by a curve to the right having a radius of 475.00', an arc length of 8.50' and a chord bearing of S 22°37'26" W a distance of 8.50' to a point, the place of BEGINNING.

Containing 5,648 sq. ft. (0.13 acres)

Being: Lot No. 65 of Ashcombe Farms as shown on a Final Subdivision Plan prepared by RJ Fisher and Associates, Inc. originally dated July 20th, 1998.

1367 7117

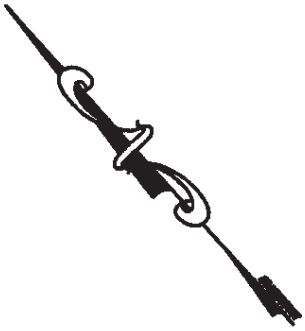
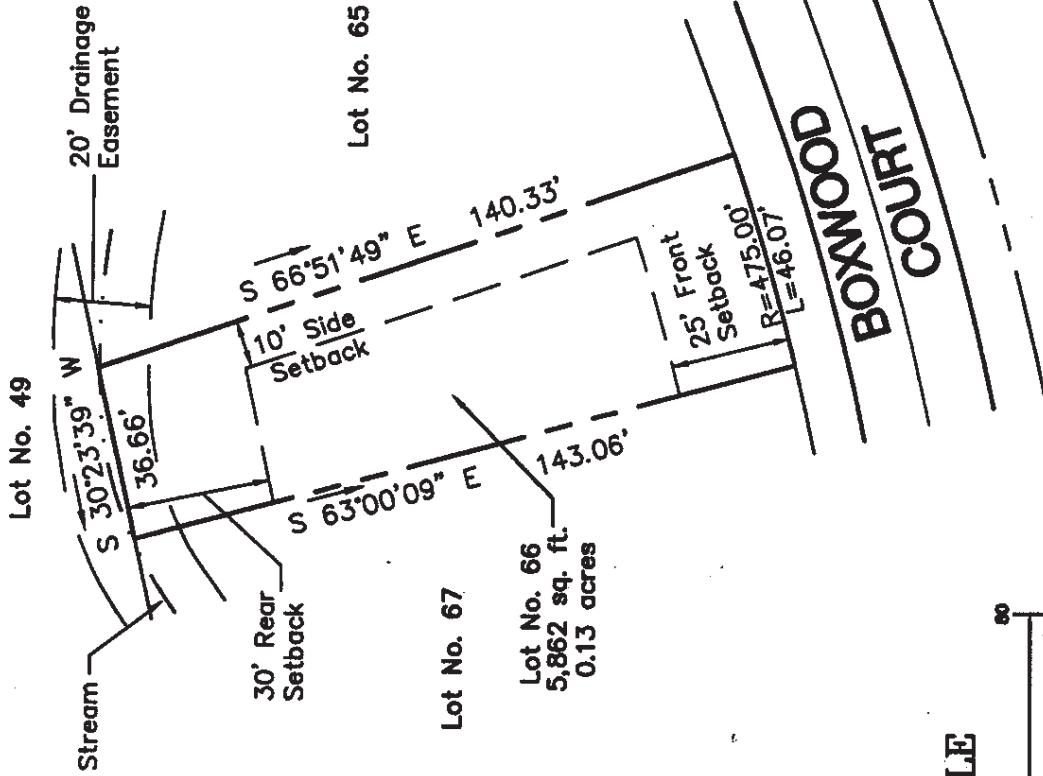
R. J. FISHER & ASSOCIATES, INC.

1940 BRIDGE STREET, NEW CASTLE, PA. 17070
(717) 774-7504 FAX (717) 774-7200

HORIZONTAL LOT BOUNDARIES

IDENTIFYING NUMBER: LOT NO. 66

LEGEND	
	PROPERTY LINE/RIGHT-OF-WAY
	EASEMENT LINE
	BUILDING SETBACK LINE



GRAPHIC SCALE



(IN FEET)
1 inch = 40 ft.

LOT NO. 66
 ASHCOMBE FARMS - A PLANNED COMMUNITY
 LOCATED IN
 DOVER TOWNSHIP, YORK COUNTY, PA
 Drawing: 80044FLT DECEMBER 4, 1996

LOT No. 66

All that certain parcel of land situate in the Township of Dover, York County, Pennsylvania; more Particularly bounded and described as follows:

BEGINNING at a point in the northern right-of-way line of Boxwood Court; thence, along Lot No. 67 N 63°00'09" W a distance of 143.06' to a point; thence, along Lot No. 49 N 30°23'39" E a distance of 36.66' to a point; thence, along Lot No. 65 S 66°51'49" E a distance of 140.33' to a point on the northern right-of-way line of Boxwood Court; thence, along the northern right-of-way line of Boxwood Court by a curve to the right having a radius of 475.00', an arc length of 46.07' and a chord bearing of S 25°54'53" W a distance of 46.05' to a point, the place of **BEGINNING**.

Containing 5,862 sq. ft. (0.13 acres)

Being: Lot No. 66 of Ashcombe Farms as shown on a Final Subdivision Plan prepared by RJ Fisher and Associates, Inc. originally dated July 10th, 1998.

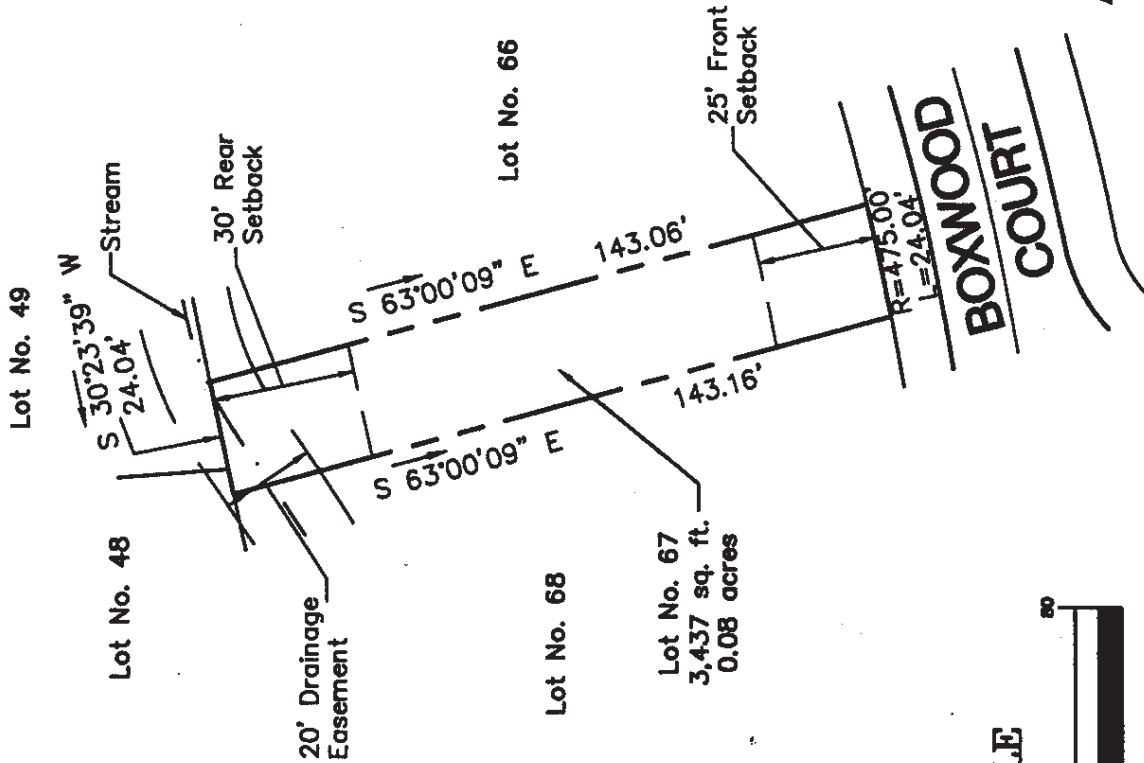
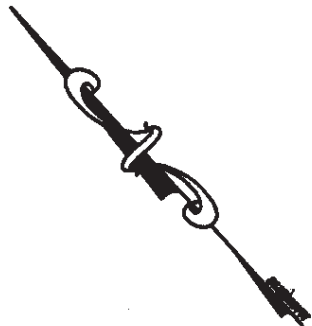
R. J. FISHER & ASSOCIATES, INC.

36-68 BRIDGE STREET, NEW COMMERS, PA. 17070
(717) 774-7834 FAX (717) 774-7890

HORIZONTAL LOT BOUNDARIES

IDENTIFYING NUMBER: LOT NO. 67

LEGEND	
	PROPERTY LINE/RIGHT-OF-WAY
	EASEMENT LINE
	BUILDING SETBACK LINE



GRAPHIC SCALE



(IN FEET)

1 inch = 40 ft.

LOT NO. 67
ASHCOMBE FARMS - A PLANNED COMMUNITY
LOCATED IN

DOVER TOWNSHIP, YORK COUNTY, PA
Drawing: 8804-PLJ DECEMBER 4, 1988

LOT No. 67

All that certain parcel of land situate in the Township of Dover, York County, Pennsylvania; more Particularly bounded and described as follows:

BEGINNING at a point in the northern right-of-way line of Boxwood Court; thence, along Lot No. 68 N 63°00'09" W a distance of 143.16' to a point; thence, along Lot No.'s 48 and 49 N 30°23'39" E a distance of 24.04' to a point; thence, along Lot No. 66 S 63°00'09" E a distance of 143.06' to a point on the northern right-of-way line of Boxwood Court; thence, along the northern right-of-way line of Boxwood Court by a curve to the right having a radius of 475.00', an arc length of 24.04' and a chord bearing of S 30°08'35" W a distance of 24.04' to a point, the place of **BEGINNING**.

Containing 3,437 sq. ft. (0.08 acres)

Being: Lot No. 67 of Ashcombe Farms as shown on a Final Subdivision Plan prepared by RJ Fisher and Associates, Inc. originally dated July 29th, 1998.

1367 7121

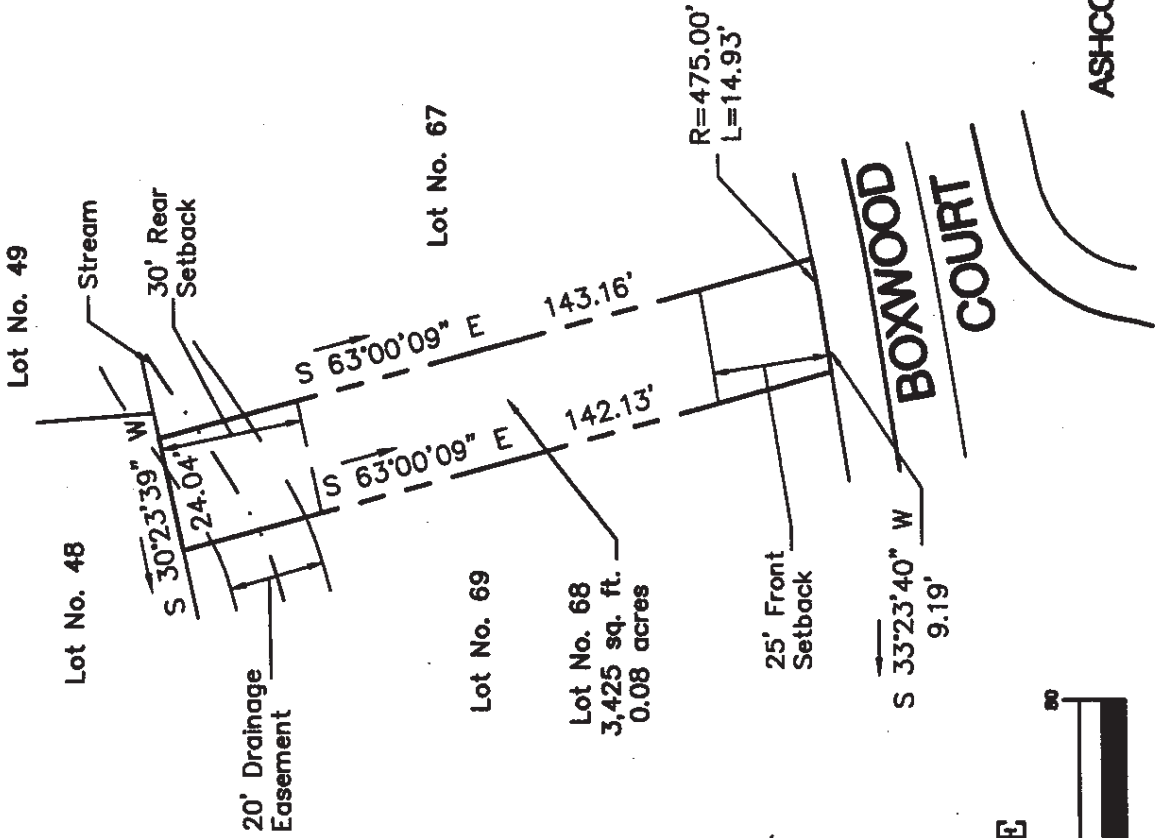
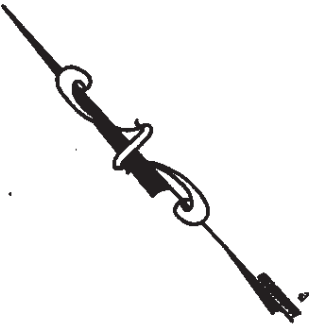
R. J. FISHER & ASSOCIATES, INC.

2646 JENNINGS STREET, NEW CUMBERLAND, PA. 17070
(717) 794-7834 FAX (717) 794-7880

HORIZONTAL LOT BOUNDARIES

IDENTIFYING NUMBER: LOT NO. 68

LEGEND	
	PROPERTY LINE/RIGHT-OF-WAY
	EASEMENT LINE
	BUILDING SETBACK LINE



GRAPHIC SCALE



(IN FEET)

1 inch = 40 ft.

LOT NO. 68
ASHCOMBE FARMS - A PLANNED COMMUNITY
LOCATED IN
DOVER TOWNSHIP, YORK COUNTY, PA
Drawing: 98044PLT DECEMBER 4, 1998

LOT No. 68

All that certain parcel of land situate in the Township of Dover, York County, Pennsylvania; more Particularly bounded and described as follows:

BEGINNING at a point in the northern right-of-way line of Boxwood Court; thence, along Lot No. 69 N 63°00'09" W a distance of 142.13' to a point; thence, along Lot No. 48 N 30°23'39" E a distance of 24.04' to a point; thence, along Lot No. 67 S 63°00'09" E a distance of 143.16' to a point on the northern right-of-way line of Boxwood Court; thence, along the northern right-of-way line of Boxwood Court by a curve to the right having a radius of 475.00', an arc length of 14.93' and a chord bearing of S 32°29'37" W a distance of 14.93' to a point; thence, along the same S 33°23'40" W a distance of 9.19' to a point, the place of BEGINNING.

Containing 3,425 sq. ft. (0.08 acres)

Being: Lot No. 68 of Ashcombe Farms as shown on a Final Subdivision Plan prepared by RJ Fisher and Associates, Inc. originally dated July 10th, 1998.

1361 7123

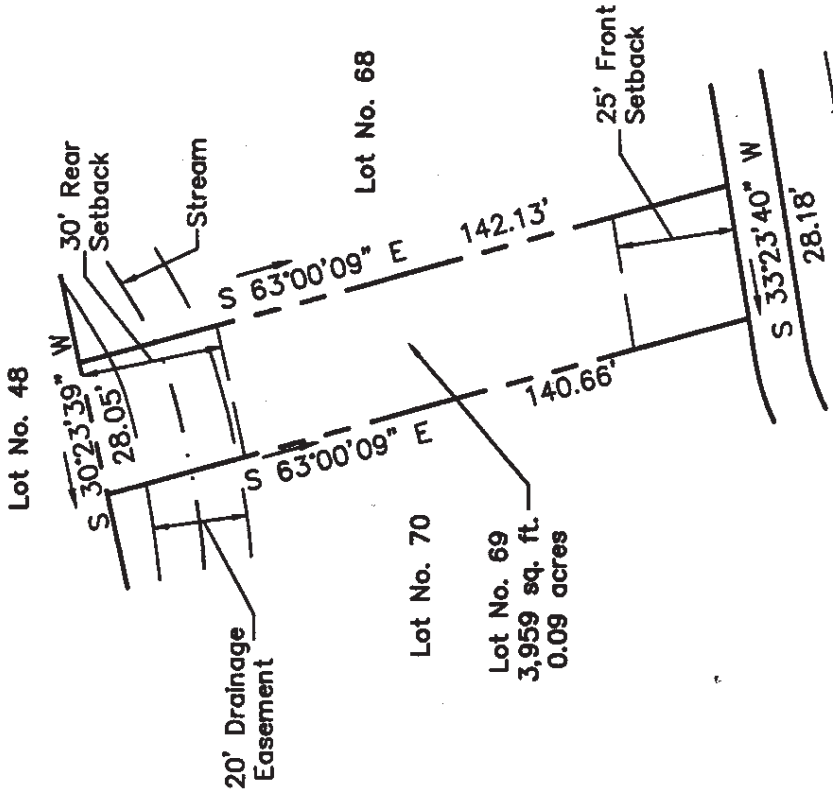
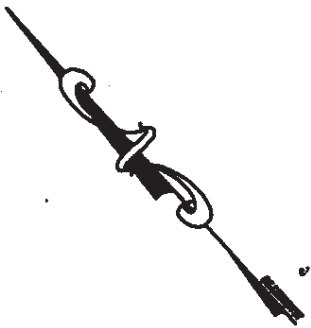
R. J. FISHER & ASSOCIATES, INC.

1546 WOODS STREET, NEW CROMWELL, PA. 17070
(717) 774-7034 FAX (717) 774-7200

HORIZONTAL LOT BOUNDARIES

IDENTIFYING NUMBER: LOT NO. 69

LEGEND	
	PROPERTY LINE/RIGHT-OF-WAY
	EASEMENT LINE
	BUILDING SETBACK LINE



BOXWOOD COURT

GRAPHIC SCALE



(IN FEET)
1 inch = 40 ft.

LOT NO. 69
 ASHCOMBE FARMS - A PLANNED COMMUNITY
 LOCATED IN
 DOVER TOWNSHIP, YORK COUNTY, PA
 Drawing: 98044PLT DECEMBER 4, 1998

LOT No. 69

All that certain parcel of land situate in the Township of Dover, York County, Pennsylvania; more Particularly bounded and described as follows:

BEGINNING at a point in the northern right-of-way line of Boxwood Court; thence, along Lot No. 70 N 63°00'09" W a distance of 140.66' to a point; thence, along Lot No. 48 N 30°23'39" E a distance of 28.05' to a point; thence, along Lot No. 68 S 63°00'09" E a distance of 142.13' to a point on the northern right-of-way line of Boxwood Court; thence, along the northern right-of-way line of Boxwood Court S 33°23'40" W a distance of 28.18' to a point, the place of **BEGINNING**.

Containing 3,959 sq. ft. (0.09 acres)

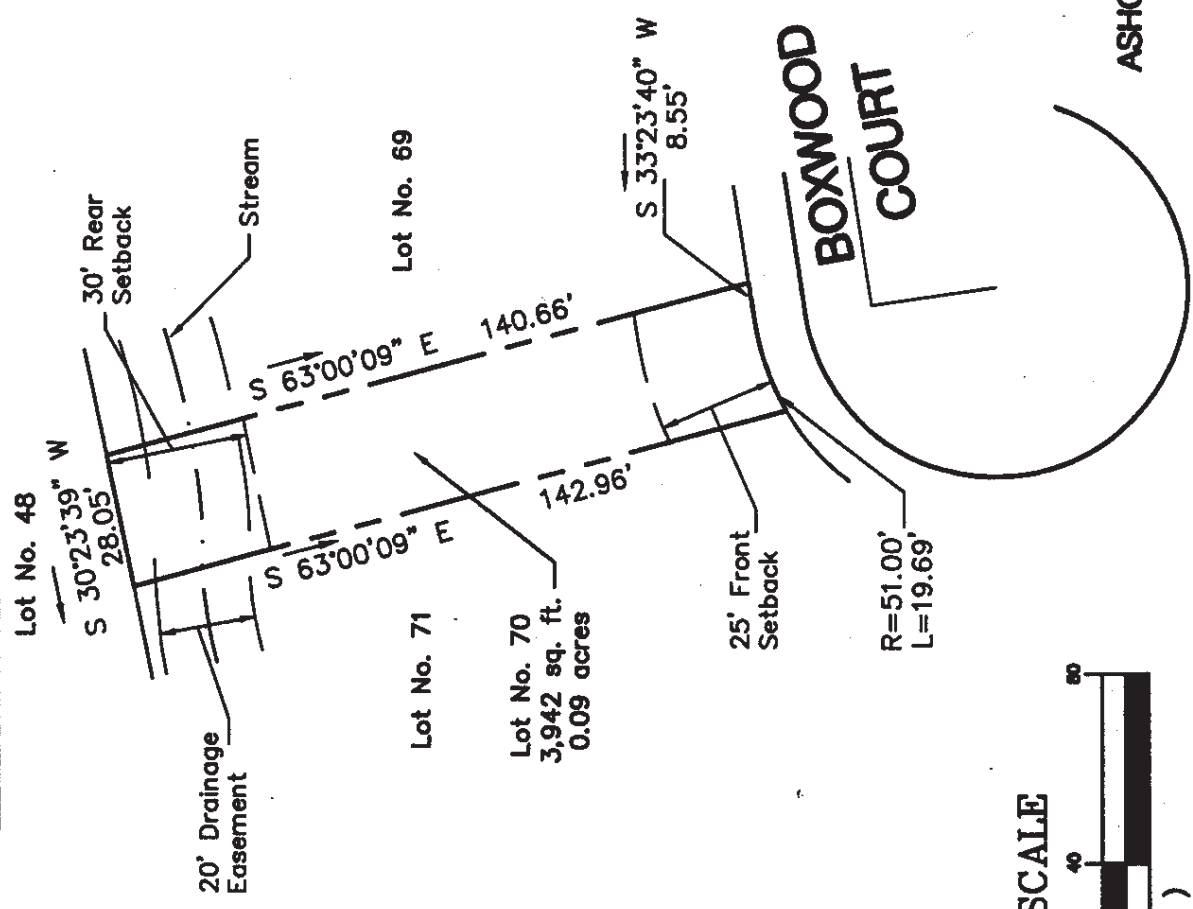
Being: Lot No. 69 of Ashcombe Farms as shown on a Final Subdivision Plan prepared by RJ Fisher and Associates, Inc. originally dated July 10th, 1998.

R. J. FISHER & ASSOCIATES, INC.
1646 BRIDGE STREET, NEW COMMERCE, P.A. 17070
(717) 774-7654 FAX (717) 774-7100

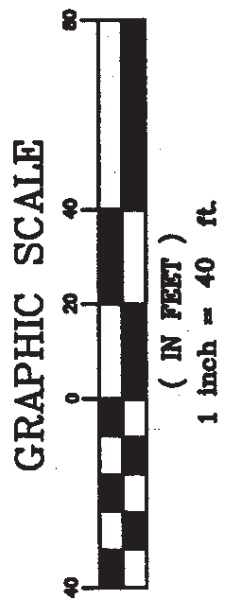
HORIZONTAL LOT BOUNDARIES

IDENTIFYING NUMBER: LOT NO. 70

LEGEND	
---	PROPERTY LINE/RIGHT-OF-WAY
---	EASEMENT LINE
---	BUILDING SETBACK LINE



LOT NO. 70
ASHCOMBE FARMS - A PLANNED COMMUNITY
LOCATED IN
DOVER TOWNSHIP, YORK COUNTY, PA
Drawing: 9804/PLT DECEMBER 4, 1998



LOT No. 70

All that certain parcel of land situate in the Township of Dover, York County, Pennsylvania; more Particularly bounded and described as follows:

BEGINNING at a point in the northern right-of-way line of Boxwood Court; thence, along Lot No. 71 N 63°00'09" W a distance of 142.96' to a point; thence, along Lot No. 48 N 30°23'39" E a distance of 28.05' to a point; thence, along Lot No. 69 S 63°00'09" E a distance of 140.66' to a point on the northern right-of-way line of Boxwood Court; thence, along the northern right-of-way line of Boxwood Court S 33°23'40" W a distance of 8.55' to a point; thence, along the same by a curve to the left having a radius of 51.00', an arc length of 19.69' and a chord bearing of S 22°20'04" W a distance of 19.57' to a point, the place of BEGINNING.

Containing 3,942 sq. ft. (0.09 acres)

Being: Lot No. 70 of Ashcombe Farms as shown on a Final Subdivision Plan prepared by RJ Fisher and Associates, Inc. originally dated July 10th, 1998.

1367 7127

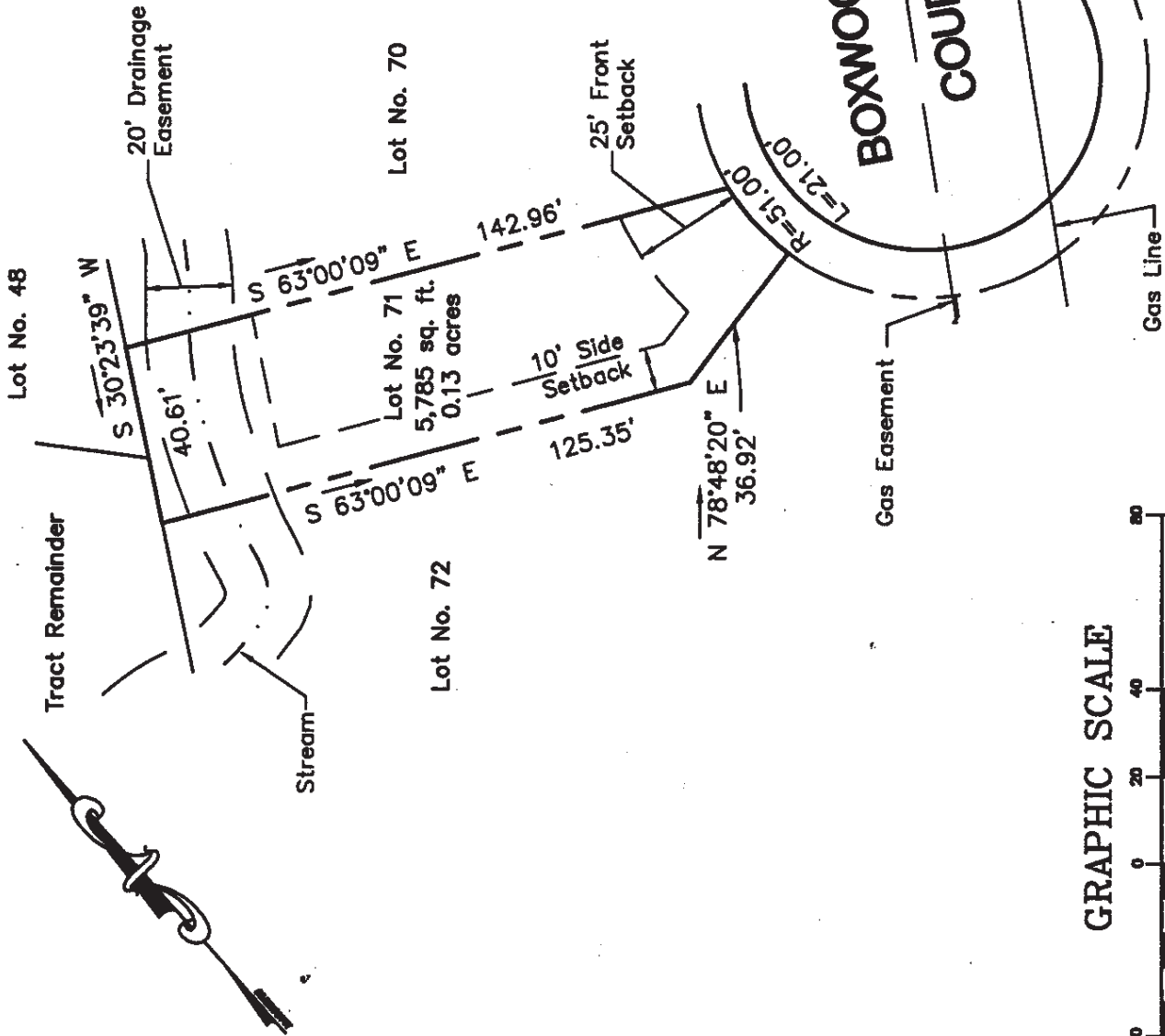
R. J. FISHER & ASSOCIATES, INC.

1646 BRIDGE STREET, NEW CASTLE, PA. 17070
(717) 774-7884 FAX (717) 774-7189

HORIZONTAL LOT BOUNDARIES

IDENTIFYING NUMBER: LOT NO. 71

LEGEND	
---	PROPERTY LINE/RIGHT-OF-WAY
---	EASEMENT LINE
---	BUILDING SETBACK LINE



GRAPHIC SCALE



(IN FEET)
1 inch = 40 ft.

LOT NO. 71
 ASHCOMBE FARMS - A PLANNED COMMUNITY
 LOCATED IN
 DOVER TOWNSHIP, YORK COUNTY, PA
 Drawing: 88046PLT DECEMBER 4, 1988

LOT No. 71

All that certain parcel of land situate in the Township of Dover, York County, Pennsylvania; more Particularly bounded and described as follows:

BEGINNING at a point in the northern right-of-way line of Boxwood Court; thence, along Lot No. 72 S 78°48'20" W a distance of 36.92' to a point; thence, along the same N 63°00'09" W a distance of 125.35' to a point; thence, along other lands of Ashcombe Farms and Lot No. 48 N 30°23'39" E a distance of 40.61' to a point; thence, along Lot No. 70 S 63°00'09" E a distance of 142.96' to a point on the northern right-of-way line of Boxwood Court; thence, along the northern right-of-way line of Boxwood Court by a curve to the left having a radius of 51.00', an arc length of 21.00' and a chord bearing of S 00°02'24" W a distance of 19.87' to a point, the place of **BEGINNING**.

Containing 5,785 sq. ft. (0.13 acres)

Being: Lot No. 71 of Ashcombe Farms as shown on a Final Subdivision Plan prepared by RJ Fisher and Associates, Inc. originally dated July 20th, 1998.

1367 7129

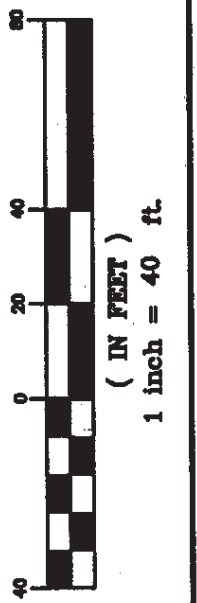
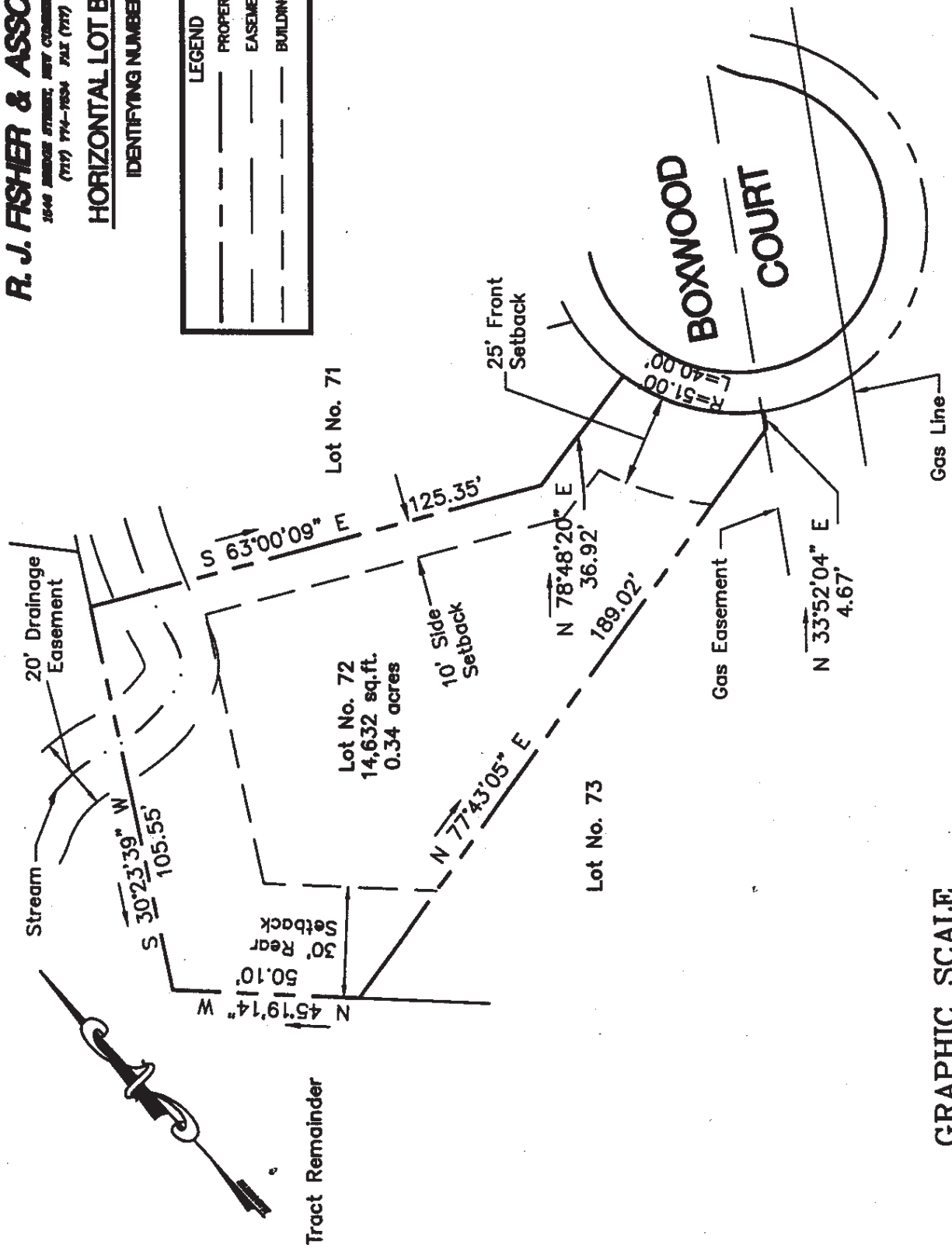
R. J. FISHER & ASSOCIATES, INC.

1640 JENNIFER STREET, NEW COMMERS, PA. 17070
(717) 774-7834 FAX (717) 774-7830

HORIZONTAL LOT BOUNDARIES

IDENTIFYING NUMBER: LOT NO. 72

LEGEND	
	PROPERTY LINE/RIGHT-OF-WAY
	EASEMENT LINE
	BUILDING SETBACK LINE



LOT NO. 72
ASHCOMBE FARMS - A PLANNED COMMUNITY
LOCATED IN
DOVER TOWNSHIP, YORK COUNTY, PA
Drawing: 8004-PLT DECEMBER 4, 1998

LOT No. 72

All that certain parcel of land situate in the Township of Dover, York County, Pennsylvania; more Particularly bounded and described as follows:

BEGINNING at a point in the northern right-of-way line of Boxwood Court; thence, along Lot No. 73 S 33°52'04" W a distance of 4.67' to a point; thence, along the same S 77°43'05" W a distance of 189.02' to a point; thence, along other lands of Ashcombe Farms N 45°19'14" W a distance of 50.10' to a point; thence, along the same N 30°23'39" E a distance of 105.55' to a point; thence, along Lot No. 71 S 63°00'09" E a distance of 125.35' to a point; thence, along the same N 78°48'20" E a distance of 36.92' to a point on the northern right-of-way line of Boxwood Court; thence, along the northern right-of-way line of Boxwood Court by a curve to the left having a radius of 51.00', an arc length of 40.00' and a chord bearing of S 33°39'48" E a distance of 38.98' to a point, the place of **BEGINNING**.

Containing 14,632 sq. ft. (0.34 acres)

Being: Lot No. 72 of Ashcombe Farms as shown on a Final Subdivision Plan prepared by RJ Fisher and Associates, Inc. originally dated July 10th, 1998.

1367 7131

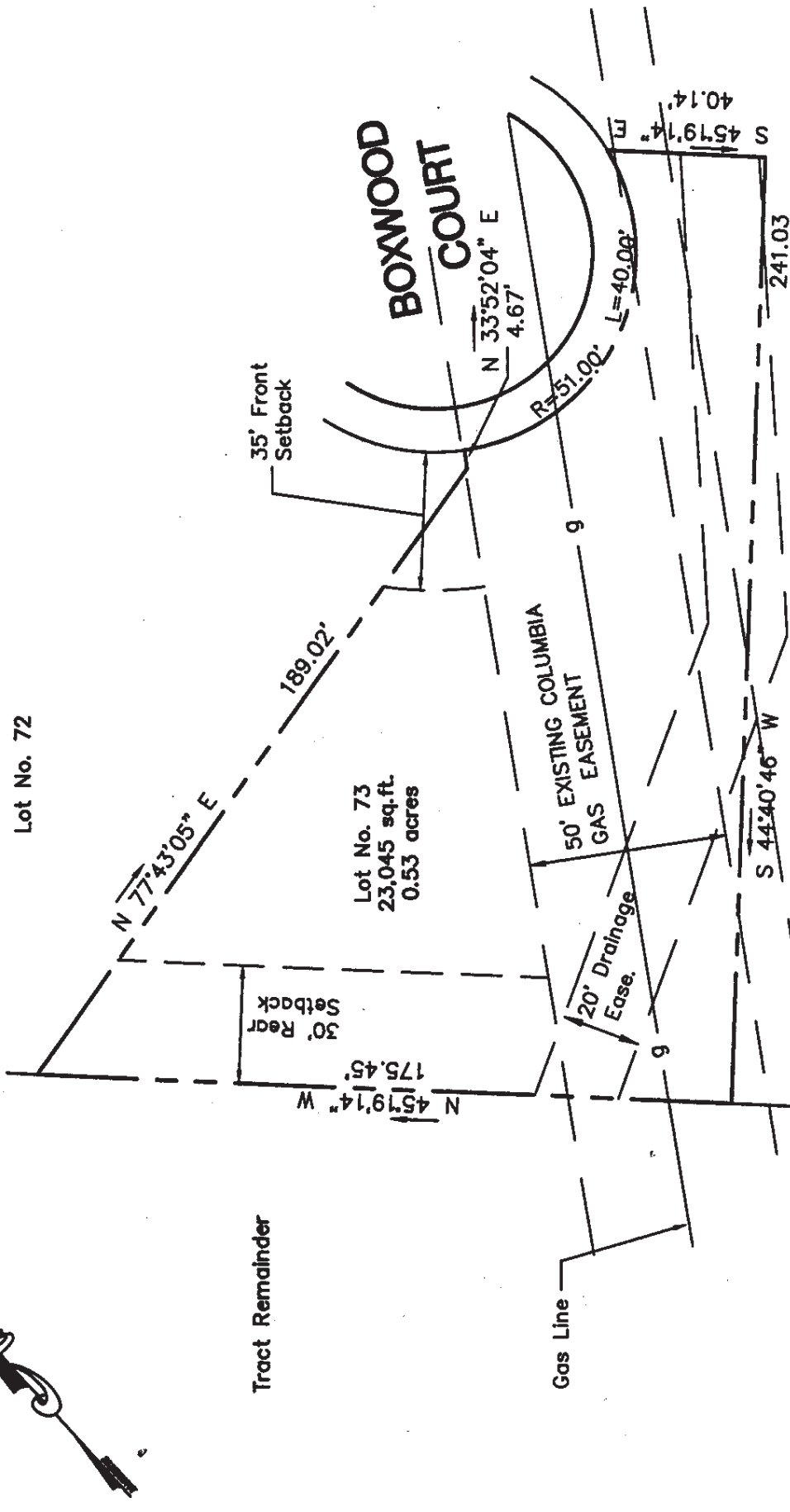
R. J. FISHER & ASSOCIATES, INC.

1848 BRIDGE STREET, NEW COVENANT, PA. 17070
(717) 774-7884 FAX (717) 774-7180

HORIZONTAL LOT BOUNDARIES

IDENTIFYING NUMBER: LOT NO. 73

LEGEND	
	PROPERTY LINE/RIGHT-OF-WAY
	EASEMENT LINE
	BUILDING SETBACK LINE



GRAPHIC SCALE



(IN FEET)
1 inch = 40 ft.

LOT NO. 73
ASHCOMBE FARMS - A PLANNED COMMUNITY
LOCATED IN
DOVER TOWNSHIP, YORK COUNTY, PA
Drawing 9804/PLT DECEMBER 4, 1998

LOT No. 73

All that certain parcel of land situate in the Township of Dover, York County, Pennsylvania; more Particularly bounded and described as follows:

BEGINNING at a point on the southern right-of-way line of Boxwood Court; thence, along Lot OS-2A S 45°19'14" E a distance of 40.14' to a point; thence, along the same S 44°40'46" W a distance of 241.03' to a point; thence, along other lands of Ashcombe Farms N 45°19'14" W a distance of 175.45' to a point; thence, along Lot #72 N 77°43'05" E a distance of 189.02' to a point; thence, by same N 33°52'04" E a distance of 4.67' to a point; thence, along the southern right-of-way line of Boxwood Court by a curve to the left having a radius and an arc length of 100.00' to a point, the place of BEGINNING.

Containing 23,045 sq. ft. (0.53 acres)

Being: Lot No. 73 of Ashcombe Farms as shown on a Final Subdivision Plan prepared by RJ Fisher and Associates, Inc. originally dated July 19th, 1998.

EXHIBIT I
LEGAL DESCRIPTION LOT OS-1A

All that certain parcel of land situate in the Township of Dover, York County, Pennsylvania; more Particularly bounded and described as follows:

BEGINNING at a point in the center of Palomino Road said point being at the northeastern corner of lands now or formerly of Elmer Brunner Jr.; thence, along the centerline of Palomino Road N45°48'21" E a distance of 499.11' to a point; thence, along lands now or formerly of Alda Ketterman S61°21'14" E a distance of 440.30' to a point; thence, along the northern right-of-way line of Ashcombe Drive by a curve to the right having a radius of 28.00' and an arc length of 13.98' to a point; thence, by same S 52°51'49" W a distance of 65.80' to a point; thence, by same by a curve to the left having a radius of 407.00' and an arc length of 95.48' to a point; thence, along other lands of Ashcombe Farms Phase 1 N 68°06'55" W a distance of 148.92' to a point; thence, by same S21°53'05" W a distance of 225.00' to a point; thence, by same S 45°53'24" W a distance of 162.14' to a point; thence, by same N 45°27'56" W a distance of 80.02' to a point; thence, by same S 45°11'41" W a distance of 344.40' to a point; thence, by same N 44°48'19" W a distance of 20.00' to a point; thence, along lands now or formerly of Elmer Brummer Jr., N 45°11'41" E a distance of 351.84' to a point; thence, by same N 52°03'19" W a distance of 301.44' to a point in the centerline of Palomino Road the place of **BEGINNING**.

Containing 202,752 sq. ft. (4.65 acres)

EXHIBIT J
LEGAL DESCRIPTION LOT OS-2A

All that certain parcel of land situate in the Township of Dover, York County, Pennsylvania; more Particularly bounded and described as follows:

BEGINNING at a point on the western right-of-way line of Fox Run Road; thence, along lands now or formerly of Scott Hess S 44°40'46" W a distance of 683.21' to a point; thence, along other lands of Ashcombe Farms N 45°19'14" W a distance of 30.00' to a point; thence, by same N 44°40'46" E a distance of 241.03' to a point; thence, by same N 45°19'14" W a distance of 40.14' to a point on the southern right-of-way line of Boxwood Court; thence, along the southern right-of-way line of Boxwood Court by a curve to the left having a radius of 51.00' and an arc length of 45.17' to a point; thence, by same by a curve to the right having a radius of 24.00' and an arc length of 29.30' to a point; thence, by same by a curve to the left having a radius of 525.00' and an arc length of 78.84' to a point; thence by same N 22°06'41" E a distance of 232.28' to a point; thence, by same by a curve to the right having a radius of 275.00' and an arc length of 103.22' to a point; thence, by same N 43°36'59" E a distance of 10.64' to a point on the western right-of-way line of Fox Run Road; thence, along the western right-of-way line of Fox Run Road S 46°23'01" E a distance of 134.05' to a point; thence, by same N 43°36'59" E a distance of 10.00' to a point; thence, by same by a curve to the right having a radius of 600.09' and an arc length of 130.18' to a point, the place of BEGINNING.

Containing: 93,949 sq. ft. 2.16 acres

EXHIBIT K
LEGAL DESCRIPTION LOT OS-3

All that certain parcel of land situate in the Township of Dover, York County, Pennsylvania; more Particularly bounded and described as follows:

BEGINNING at a point on the southern right-of-way line of Ashcombe Drive, said point being at the northeastern corner of Lot No. 53; thence, along the southern right-of-way line of Ashcombe Drive N $52^{\circ}51'49''$ E a distance of 69.78' to a point; thence, by same by a curve to the right having a radius of 28.00' and an arc length of 9.74' to a point; thence, along the western right-of-way line of Fox Run Road by a curve to the left having a radius of 985.37' and an arc length of 125.35' to a point; thence, by same S $43^{\circ}36'59''$ W a distance of 5.00' to a point; thence, by same S $46^{\circ}23'01''$ E a distance of 101.70' to a point; thence, along the northern right-of-way line of Boxwood Court S $43^{\circ}36'59''$ W a distance of 10.64' to a point; thence, along other lands of Ashcombe Farms N $56^{\circ}42'22''$ W a distance of 119.87' to a point; thence, by same S $44^{\circ}31'32''$ W a distance of 43.28' to a point; thence, by same N $41^{\circ}33'44''$ W a distance of 122.94' to a point, the place of **BEGINNING**.

Containing: 11,803 sq. ft. 0.27 acres

EXHIBIT L
LEGAL DESCRIPTION LOT OS-4

All that certain parcel of land situate in the Township of Dover, York County, Pennsylvania; more Particularly bounded and described as follows:

BEGINNING at a point on the eastern right-of-way line of Fox Run Road; said point being at lands now or formerly of Alda Ketterman; thence, along lands now or formerly of Alda Ketterman S 61°21'14" E a distance of 494.52' to a point; thence, by same S 10°36'14" E a distance of 45.87' to a point; thence, along lands now or formerly of Scott Hess N 63°36'14" W a distance of 62.70' to a point; thence, by same S 44°40'46" W a distance of 101.29' to a point; thence, along the eastern right-of-way line of Fox Run Road by a curve to the left having a radius of 650.09' and an arc length of 130.99' to a point; thence, by same N 43°36'59" E a distance of 10.00' to a point; thence, by same N 46°23'01" W a distance of 285.75' to a point; thence by same S 43°36'58" W a distance of 5.00' to a point; thence, by same by a curve to the right having a radius of 925.37' and an arc length of 37.33' to a point, the place of **BEGINNING**.

Containing: 29,343 sq. ft. 0.67 acres

EXHIBIT M
PLATS AND PLANS

FIRST PAGE

PLATS AND PLANS

**INCORPORATION—FINAL SUBDIVISION PLAN FOR PHASE 1 OF
ASHCOMBE FARMS**

Plats and Plans specifically include, and incorporate herein, all information set forth in Final Subdivision Plan for Phase 1 of Ashcombe Farms, dated July 10, 1998, last revised August 18, 1998, recorded in the Office of Recorder of Deeds of York County, Pennsylvania, in Plan Book PP, Volume , Page 882.

CERTIFICATION

Robert J. Fisher, a Professional Engineer and Professional Land Surveyor, hereby certifies that the Plats and Plans (to include the Final subdivision Plan / Phase 1, as defined in the Declaration) contain all information required in Section 5210, Pennsylvania Uniform Planned Community Act.

Date: 12/11/98

R.J. Fisher & Associates, Inc.

Sworn and subscribed to before me,
a Notary Public, this 11th day of December, 1998



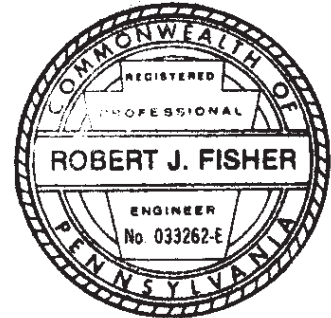
Notary Public
My Commission expires:

By: 

Robert J. Fisher, P.E., P.L.S

NOTARIAL SEAL
DIANNE LENIG, Notary Public
Lemoyne Borough Cumberland Co.
My Commission Expires Dec. 21, 2001

(SEAL)



"MUST BE BUILT" and "NEED NOT BE BUILT" NOTATIONS

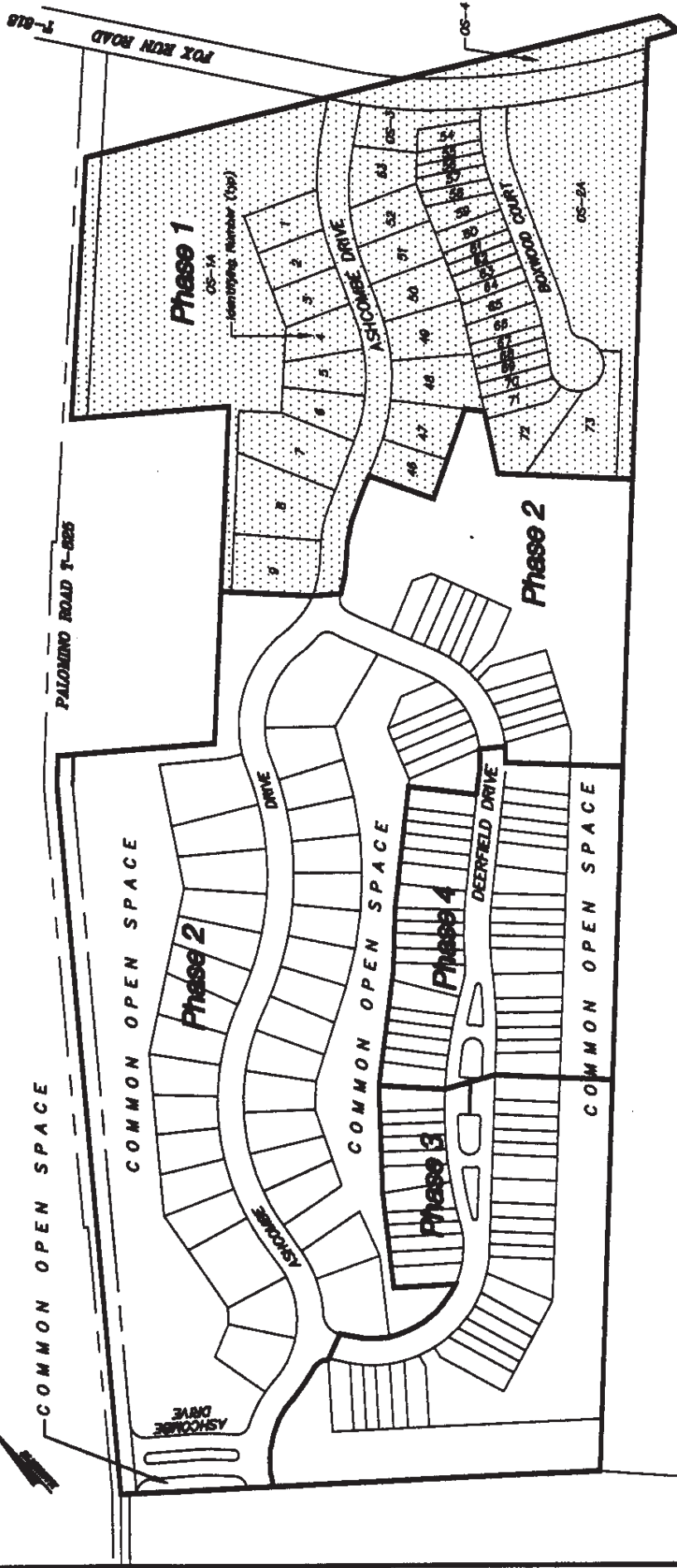
There are no Common Facilities, Controlled Facilities or other improvements designated on the Plats and Plans which are designated as "MUST BE BUILT" or "NEED NOT BE BUILT" with respect to Phase 1 of the Planned Community. Declaration reserves the right, in accordance with the Act, to designate "MUST BE BUILT" or "NEED NOT BE BUILT" in connection with Additional Real Estate No. 1, Additional Real Estate No. 2, or Additional Real Estate No. 3.

Construction of all Common Facilities, as described in Section 3.2.1 of the Declaration, and all Controlled Facilities, as described in Section 3.2.2 of the Declaration, together with other improvements described in the Public Offering Statement, are either built or will be built and accordingly are, by this Note, designated as "MUST BE BUILT" improvements.

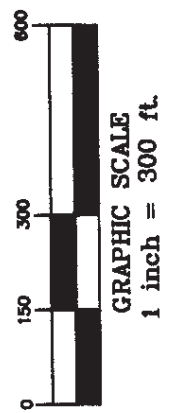
1367 7139

R. J. FISHER & ASSOCIATES, INC.

1646 HEDGE STREET, NEW CUMBERLAND, PA 17070
(717) 774-7654 FAX (717) 774-7180

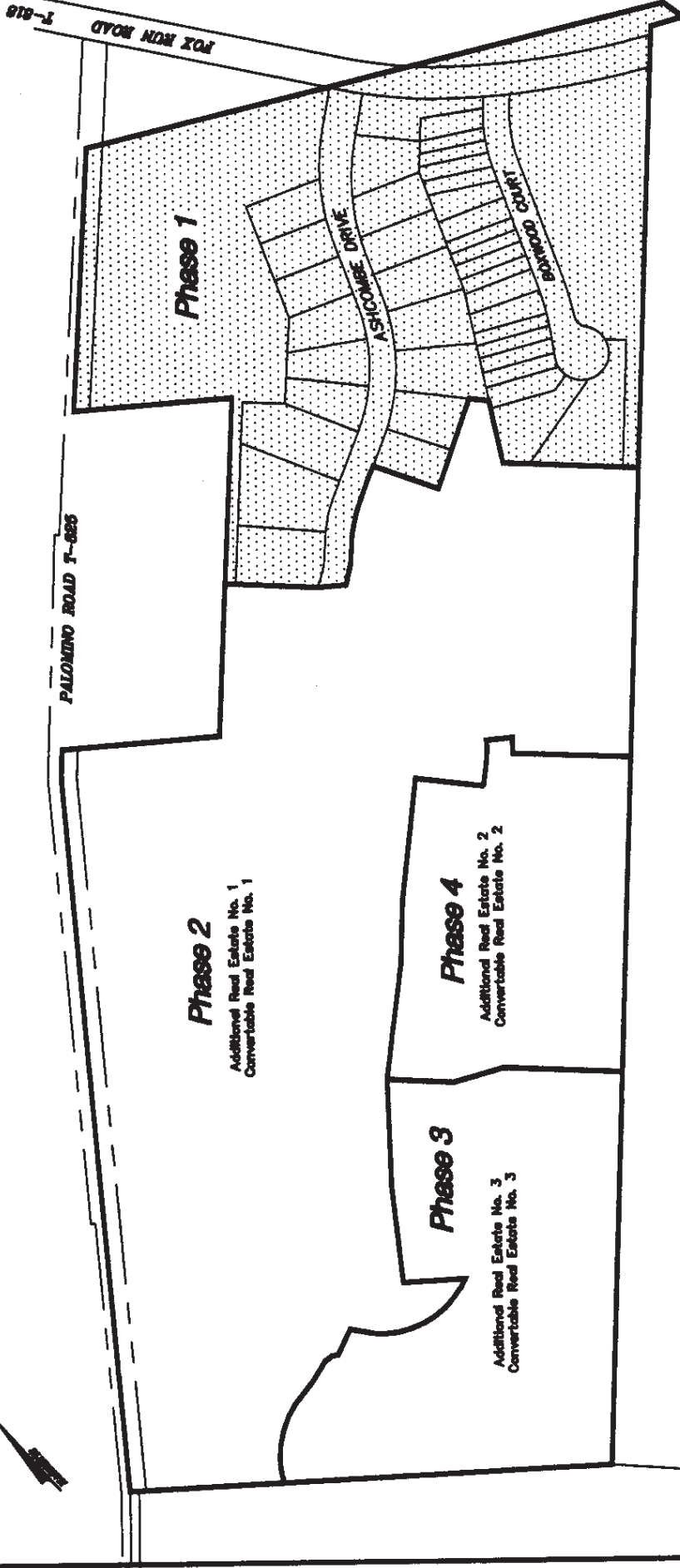


PLATS AND PLANS
FOR
ASHCOMBE FARMS, A PLANNED COMMUNITY
LOCATED IN
DOVER TOWNSHIP, YORK COUNTY, PA
Drawing: 88044PH December 4, 1988



R. J. FISHER & ASSOCIATES, INC.

1846 BRIDGE STREET, NEW CUMBERLAND, PA. 17070
(717) 774-7634 FAX (717) 774-7180



Phase 1

Phase 2

Additional Real Estate No. 1
Convertible Real Estate No. 1

Phase 3

Additional Real Estate No. 3
Convertible Real Estate No. 3

Phase 4

Additional Real Estate No. 2
Convertible Real Estate No. 2

PHASING INDEX

FOR

ASHCOMBE FARMS, A PLANNED COMMUNITY

LOCATED IN

DOVER TOWNSHIP, YORK COUNTY, PA

Drawing: 8804-1PH December 4, 1988



GRAPHIC SCALE
1 inch = 300 ft.

EXHIBIT N
BYLAWS OF ASHCOMBE FARMS/DOVER HOMEOWNERS' ASSOCIATION

BYLAWS
ASHCOMBE FARMS/DOVER HOMEOWNERS' ASSOCIATION
DOVER TOWNSHIP, YORK COUNTY, PENNSYLVANIA

THESE BYLAWS, made this 3rd day of June, 1999, by the undersigned persons constituting all of the members of the first Executive Board of Ashcombe Farms, a Planned Community.

ARTICLE I

PLAN OF OWNERSHIP

Section 1. Submission. The Project, known as "Ashcombe Farms, a Planned Community," a flexible residential planned community (hereinafter called "Planned Community"), located in Dover Township, York County, Pennsylvania has been submitted to the provisions of the Uniform Planned Community Act, 68 Pa. C.S.A. §§5101 et seq. ("Act") by the Declaration and shall be governed by the Declaration, Bylaws and Act.

Section 2. Applicability. The provisions of these Bylaws are applicable to the Planned Community and all improvements and structures theretofore or hereafter constructed thereon, including the Lots, and Common Elements, as well as all easements, rights or appurtenances, thereto belonging and the use, occupancy, sale and all other transfers thereof. All Lot Owners, all occupants or users of the Lots, to include any improvement erected thereon, and the agents and servants of any of them are subject to the provisions of the Declaration, Plats and Plans, Bylaws and Rules and Regulations as may be issued, from time to the time, by the Executive Board governing the details of the use and operation of the Planned Community and all applicable laws of the Commonwealth of Pennsylvania.

Section 3. Personal Application. All present and future Lot Owners, tenants, future tenants, their guests, licensees, servants, agents, employees, and all other person or persons that shall be permitted to use the facilities of the Planned Community, shall be subject to these Bylaws and to the Rules and Regulations issued by the Executive Board. Acquisition, rental or occupancy of any Lot (to include any improvement constructed thereon) in the Planned Community shall constitute an acknowledgment that said Lot Owner or occupant has accepted and ratified these Bylaws, the provisions of the Declaration and the Rules and Regulations of the Executive Board and will comply with them.

ARTICLE II
HOMEOWNERS' ASSOCIATION

Section 1. Association. There is hereby constituted the Ashcombe Farms/Dover Homeowners' Association (hereinafter called "Association") which is a domestic non-profit corporation, which shall be comprised at all times exclusively of Declarant and the Lot Owners, their heirs, successors and assigns.

Section 2. Powers of the Association. The Association shall have the specific powers granted in Section 5302 of the Act.

Section 3. Voting and Proxies.

A. **Multiple Owners of Lots.** If only one of the multiple Owners of a Lot is present at a meeting of the Association, he or she is entitled to cast the vote allocated to that Lot. If more than one of multiple Owners are present, the vote allocated to the Lot may be cast only in accordance with their unanimous agreement. There is unanimous agreement if any one of the multiple owners cast the vote allocated to the Lot without protest being made promptly to the person presiding over the meeting by any other Owner of the Lot.

B. **Proxies.** The vote allocated to a Lot may be cast pursuant to a written proxy duly executed by the Lot Owner. If the Lot is owned by more than one person, each Owner of the Lot may vote or register protest to casting the vote by the other Owner or Owners of the Lot through a duly executed proxy. A Lot Owner may not revoke a proxy given pursuant to this Section except by actual notice of revocation to the person presiding over the meeting of the Association. A proxy is void if it is not dated or purports to be revocable without notice. A proxy terminates one (1) year after its date unless it specifies a shorter term.

C. **Cumulative and Class Voting.** There shall be no cumulative or class voting permitted.

D. **Lots Owned by Association.** No vote allocated to a Lot owned by the Association may be cast.

Section 4. Principal Office. The principal office of the Association and the Executive Board shall be located, initially, at 19 North Baltimore Street, Dillsburg, York County, Pennsylvania, but thereafter may be located at such other suitable and convenient place or places as shall be permitted by law and designated by the Executive Board.

Section 5. Meetings.

A. **Annual Meeting.** An annual meeting of the Association shall be held each year during the last three (3) months of the calendar year. The meeting shall be held at a time and place designated by the Executive Board. Any officer of the Executive Board shall cause written notice to be hand-delivered or sent postage prepaid by United States mail, to the mailing address of each Lot or to any other mailing address designated in writing by the Lot Owner of the annual meeting. Said notice shall not be fewer than ten (10) days nor greater than sixty (60) days in advance of the annual meeting. The notice of any annual meeting must state the time and place of the meeting and the items on the agenda, including the general nature of any proposed amendments to the Declaration or Bylaws, if any.

B. **Special Meetings.** A special meeting of the Association for any purpose or purposes, unless otherwise prescribed by statute, may be called by any officer of the Executive Board and shall be called by any officer of the Executive Board if so directed by resolution of the Executive Board or upon petition signed by forty (40%) percent of the votes of the Lot Owners and presented to the Secretary. Such petition shall state the purpose or purposes of the proposed special meeting. No business shall be transacted at the special meeting except as stated in the notice. Notice of the special meeting, to include the content of the notice, shall be the same as required for an annual meeting.

Section 6. Quorum. A quorum of the Association shall be deemed present throughout any meeting of the Association if persons entitled to cast thirty (30%) percent of the votes which may be cast for election of the Executive Board are present in person or by proxy at the beginning of the meeting.

Section 7. Association Action. Acts of the Association, including election of members of the Executive Board, except as other specifically provided, shall require the approval of fifty (50%) percent of the votes entitled to be cast by Lot Owners present in person or by proxy at the meeting of the Association at which a quorum is present.

Section 8. Order of Business. The order of business at the annual meeting of the Association shall be as follows:

- A. Call of the roll and certification of proxies.
- B. Proof of notice of meeting and waiver of notice.
- C. Reading and approval of any unapproved minutes.
- D. Receiving reports of officers.
- E. Receiving reports of committees, if any.
- F. Election of inspector of election, if necessary.
- G. Election of Executive Board members, if necessary.
- H. Old Business
- I. New Business
- J. Adjournment

At all meetings of the Association, Roberts' Rules of Order (Revised) shall be followed.

Section 9. Voting Strength. With respect to the affairs of the Planned Community, including the election of the Executive Board members, each Lot shall have one (1) vote.

ARTICLE III **EXECUTIVE BOARD**

Section 1. Number of Members. The affairs of the Planned Community shall be governed by the Executive Board comprised of three (3) members, initially. The original three (3) members of the Executive Board and their offices are as follows: Vernon E. Anderson - President; Ronald I. Stern - Secretary; John S. Thornton - Treasurer.

As specified in Article X of the Declaration, sixty (60) days after conveyance of twenty-five (25%) percent of the Lots to Lot Owners other than Declarant, not less than twenty-five (25%) percent of the Executive Board shall be elected by Lot Owners other than Declarant. Upon the happening of the foregoing event, the Executive Board will be increased by one (1) member to be elected by the Lot Owners other than Declarant. Not later than sixty (60) days after the conveyance of fifty (50%) percent of the Lots to Lot Owners other than Declarant, not less than thirty-three and one-third (33 1/3%) percent of the members of the Executive Board shall be elected by Lot Owners other than Declarant. Upon the happening of this event, the Executive Board shall increase to six (6) members, and a total of two (2) Members shall be elected by Lot Owners other than Declarant and Declarant shall appoint or reappoint the other four (4) members. Not later than the earlier of (i) seven (7) years from the date of the recording of the Declaration; or (ii) one hundred eighty [180] days after seventy-five [75%] percent of the Lots are conveyed to Lot Owners other than Declarant, all members of the Executive Board shall resign and the Lot Owners (including Declarant to the extent of Lots owned by Declarant) shall elect a new five (5) member Executive Board, at least a majority of whom must be Lot Owners. In determining whether the period of Declarant's control has terminated or whether Lot Owners other than Declarant are entitled to elect members of the Executive Board, the percentage of Lots conveyed shall be that percentage which would have been conveyed if all Lots Declarant has declared or reserved the right to declare (specifically including the Lots to be subdivided in Additional Real Estate) in the Declaration were included in the Planned Community.

The first members of the Executive Board as appointed by Declaration or their successors, shall serve until all members of the Executive Board are required to resign and a new five (5) member Executive Board is elected, as provided above.

Section 2. Election and Term of Office. So long as Declarant shall have the right to designate three (3) of the four (4) members of the Executive Board, as set forth in the preceding Section, all elected members of the Executive Board shall serve a term of one (1) year and shall be elected by the Association at the annual meeting of the Association. Upon resignation of all members of the Executive Board, as set forth in the preceding Section, the five (5) new members of the Executive Board shall be elected for staggered terms. Two (2) members shall be elected for three (3) year terms, two (2) members shall be elected for two (2) year terms and one (1) member shall be elected for a one (1) year term. After the initial election, all terms shall be for three (3) years. All members elected to the Executive Board shall serve until his or her successor is duly elected or until his or her death, removal or resignation. An Executive Board member may serve an unlimited number of terms.

Section 3. Compensation. No member of the Executive Board shall receive compensation for services as a member of the Executive Board, except as provided in Article IV, Section 5 hereof.

Section 4. Resignation and Removal. Any member of the Executive Board may resign from the Executive Board at any time by written notice to the Executive Board. Any member (other than members designated by Declarant, who may be removed and replaced by Declarant at any time and from time to time) may be removed from the Executive Board with or without cause by the affirmative vote of the members of the Association entitled to cast at least seventy-five (75%) percent of the votes of all members of the Association at an annual meeting or special meeting of the Association duly called and held for such purpose. If a member of the Executive Board who is also a Lot Owner shall cease being a

Lot Owner, such member shall be removed from the Executive Board, except that this provision shall not apply to members of the Executive Board designated or appointed by Declarant.

Section 5. Filling Vacancies. Any vacancy or vacancies on the Executive Board caused by death, resignation, removal from office or otherwise, may be filled by the remaining members of the Executive Board at a regular meeting or a special meeting duly called for that purpose, the successor to serve the balance of the term so filled; provided, however, that vacancies occurring during the term of members designated or appointed by Declarant shall be filled by Declarant.

Section 6. Annual Meeting. The Executive Board shall hold an annual meeting within ten (10) days following the annual meeting of the Association for the purpose of electing officers of the Association and for any other purpose which may be required or permitted by law, these Bylaws or the Declaration. The annual meeting shall be a regular meeting.

Section 7. Regular Meeting. The Executive Board may hold regular meetings at such time and place as shall be designated by a majority of the Executive Board. Such meetings shall be held at least once every three (3) months and there shall be a meeting of the Executive Board at least thirty (30) days prior to the annual meeting of the Association at which meeting of the Executive Board the budget for the Association shall be adopted for the forth coming year, subject to approval of the Lot Owners.

Section 8. Special Meeting. Special meetings of the Executive Board may be called by the President and shall be called upon written request of any two (2) members of the Executive Board. The President shall call such meetings not less than five (5) days nor more than ten (10) days after receipt of such request and shall designate the time and place of such meeting. No business shall be transacted at the meeting other than as specified in the notice thereof.

Section 9. Notices. Written notice of the meetings of the Executive Board shall be given to each member of the Executive Board at least five (5) days but not more than ten (10) days prior to each regular meeting or adjournment thereof and at least three (3) days but not more than seven (7) days prior to each special meeting.

Section 10. Waiver of Notice. Before or after any meeting of the Executive Board, whether regular or special, any member may, in writing, waive notice of such meeting. Attendance by a member at any meeting of the Executive Board shall likewise constitute a waiver of such notice. If all members are present at any meeting of the Executive Board, no notice of such meeting shall be required and any business may be transacted at such meeting except as prohibited by law, these Bylaws and the Declaration.

Section 11. Quorum. A quorum is deemed present throughout any meeting of the Executive Board if one-half (1/2) of the members of the Board are present at the beginning of the meeting. If at any meeting of the Executive Board, there are less than a quorum present, the members present may adjourn the meeting from time to time, and at any such adjourned meeting at which a quorum is present, any business that might have been transacted at the meeting as originally called may be transacted without further notice to any member.

Section 12. Voting. At all regular and special meetings of the Executive Board, each member shall be entitled to cast one (1) vote and a majority vote of the Executive Board at any meeting at which a quorum is present shall bind the Executive Board, except as otherwise provided herein.

Section 13. Action by Consent. If all members of the Executive Board shall consent in writing to any action to be taken by the Executive Board, such action shall be as valid an action of the Executive Board as though it has been authorized at a meeting of the Executive Board.

Section 14. Report of the Executive Board. The Executive Board shall present at each annual meeting of the Association, and when called for by a vote of the Association at any special meeting of the Association, a full and clear statement of the business and condition of the Planned Community.

Section 15. Fidelity Bonds. The Executive Board may require all officers, agents and employees, if any, of the Association handling or responsible for funds to furnish adequate fidelity bonds. The premium on such bonds is deemed to be a Common Expense and shall be paid by the Association.

ARTICLE IV

OFFICERS OF THE ASSOCIATION

Section 1. Principal Officers. The principal officers of the Association shall be President, Secretary and Treasurer. The President shall be a member of the Executive Board, but the Secretary and Treasurer need not be members of the Executive Board. An officer may succeed himself or herself without limitation and an officer except the President may hold more than one office simultaneously.

Section 2. Election and Term. The principal officers of the Association shall be elected annually by the Executive Board at its annual meeting and they shall hold office for a term of one (1) year and until their respective successors are elected. The Executive Board may appoint such other officers as it deems necessary who shall serve at the pleasure of the Executive Board.

Section 3. Resignation, Removal and Vacancies. Any officer may be removed with or without cause at any regular meeting of the Executive Board, or at any special meeting called for that purpose, upon the affirmative vote for removal of all of the other members of the Executive Board. Any officer may resign at any time by written notice to the Executive Board, such resignation to become effective at the next Executive Board meeting. Any Executive Board member who resigns or who is removed from the Executive Board shall also be deemed to have resigned or have been removed from any office he or she may have held. If any office becomes vacant for any reason, the vacancy shall be filled by the Executive Board, the successor to serve the balance of the term so filled.

Section 4. Duties of Officers.

A. **President.** The President shall be the chief executive officer of the Association and shall preside at all meetings of the Association and the Executive Board. He or she shall have general and

active management of the business of the Planned Community and shall see that all order and resolutions of the Executive Board are carried into effect. He or she shall have the power to execute and deliver deeds, contract and other instruments in the name of and on behalf of the Association, except as when such documents are required and permitted by law to be otherwise executed and except when the execution thereof shall be delegated by the Executive Board to another officer or agent of the Association.

B. Secretary. The Secretary shall, if he or she is a member of the Executive Board, in the absence or the disability of the President, perform the duties and exercise the power of the President and shall perform such other duties as the Executive Board may prescribe. If neither the President nor the Secretary is able to act, the Executive Board shall appoint a member of the Executive Board to do so on an interim basis. The Secretary shall attend all sessions of the Executive Board and all meetings of the Association and record or cause to be recorded all votes and the minutes of all proceedings in a book to be kept by him or her for that purpose and shall perform like duties for committees when required. He or she shall give, or cause to be given, notice of all meetings of the Association, the Executive Board and committees and shall perform such other duties as may be prescribed by the Executive Board. The Secretary shall compile and keep up-to-date at the principal office of the Association, a complete list of Lot Owners and their last known post office addressed. This list shall be opened to inspection to all Lot Owners and other persons lawfully entitled to inspect the same at reasonable hours. The Secretary shall also keep current and retain custody of the Minute Book of the Association, containing minute of all the annual and special meetings of the Association and all meetings of the Executive Board including resolutions.

C. Treasurer. The Treasurer shall have custody of all funds and securities. The Treasurer shall have responsibility for the Association's funds and securities and shall keep full and accurate accounts of receipts and disbursements and books belongs to the Association and to deposit all monies, checks and other valuable effects of the Association in the name and to the credit to the Association in such depositories as may from time to time be designated by the Executive Board. He or she shall disburse the funds of the Association as may from time to time be ordered by the Executive Board or by the President, making proper vouchers for such disbursements, and shall render to the President and the Executive Board at the regular meetings of the Executive Board or whenever they or either of them shall require, an account of this transaction as Treasurer and of the financial condition of the Association. If required by the Executive Board, he or she shall give a fidelity bond, the premium thereof to be considered a Common Expense, in such sum and with such surety or sureties as shall be satisfactory to the Executive Board for the faithful performance of the duties of this office and for the restoration, in case of his death, resignation, retirement or removal from office, all books, papers, vouchers, money and other property of whatever kind in his possession or under his control. The Treasurer shall be responsible to have prepared and filed all necessary tax returns.

D. Other Offices. Any other officer designated by the Executive Board shall have such duties as may be determined by the Executive Board.

Section 5. Compensation. The officers shall receive no compensation unless such compensation is approved by seventy-five (75%) percent vote of the members of the Association present and voting at an annual or special meeting. Officers shall be entitled to be reimbursed for all expenses reasonably incurred

in the discharge of their duties. Any such compensation or reimbursement of expenses shall be a Common Expense.

Section 6. Liability of Executive Board and Officers. Members of the Executive Board and officers of the Association:

A. Shall not be liable to the Lot Owners as a result of their activities as such members or officers for any mistakes of judgment, negligent or otherwise, except for their willful misconduct or gross negligence;

B. Shall have no personal liability in contract to the Lot Owner or any other person or entity under any agreement, instrument or transaction entered into by them on behalf of the Association in their capacity as such member or officer;

C. Shall have no personal liability in tort to a Lot Owner or any other person or entity directly or imputed, by virtue of acts performed by them or for them, in their capacity as such member of officer;

D. Shall have no personal liability arising out of the use, misuse of condition of the Property, or for which might in any may be assessed against or imputed to them as a result or by virtue of their capacity as such member or officer.

Section 7. Indemnification of the Executive Board and Officers. The Association shall indemnify and hold harmless every Executive Board member and officer of the Association, his or her heirs and personal representatives, from and against any and all personal liability and all expenses including counsel fees, incurred or imposed, arising out of or in settlement of any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, to which he or she may be or be threatened to be made a party by reason of his being or having been an Executive Board member or officer of the Association, excepting to the extend that such liability or expense shall be attributable to his or her gross negligence or willful misconduct. In the event of a settlement, such indemnification shall be provided only if the Executive Board shall have approved such settlement. Such right of indemnification shall not be exclusive of other rights to which such Executive Board member or officer may be entitled. All indemnification paid by the Association and any cost or expenses incurred by the Executive Board or the Association in connection herewith shall be deemed to be a Common Expense; provided, however, that nothing in this Section shall be deemed to obligated the Association to indemnify any Lot Owner who is or has been a member of the Executive Board or officer of the Association with respect to any duty or obligations assumed or liability incurred by him or her under and by virtue of his membership in the Association or his or her ownership of a Lot.

ARTICLE V
POWERS AND DUTIES OF EXECUTIVE BOARD

Section 1. Powers and Duties. The Executive Board shall have and execute all lawful powers and duties necessary for the administration of the affairs of the Planned Community and may do all such acts or things except as by law, the Declaration or these Bylaws are required to be performed by the Lot

Owners. Such powers and duties of the Executive Board shall include, but shall not be limited to, the following:

A. To provide for the acquisition, construction, management, operation, care, upkeep, maintenance, improvement, renovation and replacement of Common Elements, except to the extent specifically imposed upon the individual Lot Owners.

B. Determination and payment of the Common Expenses of the Planned Community. The Executive Board shall have the right to make final determination of any claim or dispute by Lot Owners as to whether any charge or expense applies against the Lot Owner rather than the Common Elements and such determination shall be final, conclusive and binding.

C. Establishment, maintenance and collection and disbursement from assessments and Common Charges received from the Lot Owners, including, without limitation, amount for working capital to meet operating expenses, a general operating reserve, a Reserve Fund for capital improvements and replacements and such special assessments as may become necessary to make upon any deficit in the Common Charges or assessments for any prior year. Executive Board may designate and compensate an agent or independent contractor for the purpose of collecting Common Charges and assessments and for the purpose of making disbursement therefrom on behalf of the Executive Board.

D. Employment and dismissal of personnel necessary for the maintenance and operation of the Common Elements and the Planned Community.

E. Propose amendments to these Bylaws governing the operation and use of the Planned Community, subject to the approval of sixty-seven (67%) percent of the Lot Owners present and voting at a duly called meeting.

F. Opening of bank accounts on behalf of the Planned Community and designating the signatories required therefore.

G. Purchasing of Lots at foreclosure or other judicial sales in the name of the Executive Board or its designee, corporate or otherwise, on behalf of all Lot Owners, and accomplishing any and all actions necessary or incidental thereto.

H. Selling, leasing mortgaging (but not voting the votes appurtenant thereto) or otherwise dealing with the Lot acquired by, and subleasing Lots leased by, the Executive Board or its designee on behalf of all Lot Owners.

I. Making all repairs, additions and improvements to or alterations or restorations to the Planned Community or to the Property in accordance with the provisions of the Declaration and these Bylaws including those necessitated by damage or destruction by fire or other casualty or as a result of condemnation or eminent domain proceedings.

J. The Executive Board shall have the power to enforce obligations of the Lot Owners, to allocate profits and expenses, and to do anything and everything else necessary and proper for the sound

management of the Planned Community, including the right to bring lawsuits to enforce the Bylaws promulgated by the Executive Board.

K. The Executive Board shall have the power to appoint the members of the Townhouse Advisory Committee as described in Article VII.

L. The Executive Board may, subject to the approval of seventy-five (75%) percent of the Lot Owners, employ a managing agent or manager for the Planned Community at a compensation to be established by the Executive Board, to perform such duties and services as the Executive Board shall authorize. The Executive Board may also employ any other employee or independent contractors to perform duties and services necessary to the operation and maintenance of the Planned Community.

M. The Executive Board shall establish Rules and Regulations for the use of the Common Elements.

N. The Executive Board shall have the power and duty to obtain and maintain insurance relating to the Planned Community, including, but not limited to director and officers' liability coverage.

O. The Executive Board shall have the power and authority to do all acts and any and all things as are necessary or incidental to the implementation, enforcement, or furtherance of the terms and provisions of the Act, the Declaration and these Bylaws.

Section 2. Delegation of Power. The Executive Board shall not, without prior approval of the Lot Owners, delegate any power to any person or managing agent.

ARTICLE VI **COMMON CHARGES, SPECIAL ASSESSMENTS AND RESERVES**

Section 1. Common Charges.

A. Each Lot Owner shall pay to the Executive Board an annual sum, herein referred to as "Common Charges", equal to the Lot Owner's proportionate share of the sum required or established by the Executive Board to meet the annual Common Expenses and, if imposed by the Executive Board, to establish an operating reserve or any Reserve Fund.

B. The Executive Board shall determine the amount of Common Charges annually but may do so more frequently should circumstances so require. Common Charge assessments shall be made at least annually and shall be based on a budget adopted at least annually by the Lot Owners.

C. Written notice of Common Charges shall be sent to each Lot Owner. No Lot Owner may be exempted from liability for Common Charges by waiver of the use or enjoyment of any of the Common Elements.

D. During the period of Declarant's control, the maximum annual Common Charge assessment shall not increase by more than five (5%) percent during any calendar year.

Section 2. Special Assessments. In addition to the Common Charges authorized above, the Executive Board may levy in any calendar year one (1) or more Special Assessments, applicable to that calendar year only and for the purpose of deferring, in whole or in part, the cost of any construction, reconstruction, improvement, unexpected repair or maintenance of any Common Element and for such other purposes as the Executive Board may consider necessary or appropriate.

Section 3. Reserve Fund. The Executive Board shall establish and maintain a Reserve Fund for the repair, restoration or replacement of Common Elements by allocation of any portion of the Common Charges designated from time to time by the Executive Board, which shall not exceed twenty (20%) percent of the aggregate Common Charges in any calendar year. Such funds shall be deposited in a special account with a lending institution, the accounts of which are insured by an agency of the United States of America or may, in the discretion of the Executive Board, be invested in obligations of, or obligations fully guaranteed as to principal by, the United States of America. The reserve may be expended only for the purpose of effecting the repair, restoration or replacement of the Common Elements or for contingencies of a non-recurring nature. The amount allocated to the Reserve Fund may be reduced, by appropriate resolution of the Executive Board, when in the discretion of the Executive Board, it is appropriate to do so. The proportionate interest of any Lot Owners in the Reserve Fund shall be considered appurtenant to the Lot and shall not be separately withdrawn, assigned or transferred or otherwise separated from the Lot to which it appertains and shall be deemed to be transferred with the Lot.

Section 4. Nonpayment of Common Charges or Special Assessments.

A. Any Common Charges or Special Assessments levied pursuant to the Declaration or these Bylaws or any installment thereof, which is not paid on the date when due, shall be delinquent and shall, together with interest thereon, and the cost of collection thereof, as hereinafter provided, shall become an Association lien against the Lot belonging to the Owner against whom such Common Charges or Special Assessment is levied. The Association lien may be foreclosed in a like manner as a mortgage on real estate. If a Special Assessment is payable in installments, the full amount of the Special Assessment becomes effective as a lien from the time the first installment thereof becomes due.

B. Any Common Charges or Special Assessments levied pursuant to the Declaration or these Bylaws, or any installment thereof, which is not paid within ten (10) days after it is due shall bear interest from the date due at a rate fixed by the Executive Board not to exceed fifteen (15%) percent per annum. If any Owner shall be in default in the payment of Common Charges or Special Assessments, the Executive Board may accelerate the remaining installments upon written notice to the Owner, and the then-unpaid balance of the Common Charges or Special Assessment for the current year shall come due upon the date stated in the notice, but not less than five (5) days after delivery of the notice to the Owner, or ten (10) days after mailing of such notice to the Owner by registered or certified mail, whichever shall first occur.

Section 5. Surplus Funds. Any surplus funds of the Association remaining after payment of Common Expenses and payment of reserves shall be credited to Lot Owners to reduce their future Common Charges.

Section 6. Reallocation. If Common Expense liabilities are reallocated, Common Charges and any installment thereof not yet due shall be recalculated in accordance with the reallocated Common Expense Liabilities.

Section 7. Statement of Unpaid Assessments. The Association shall furnish to a Lot Owner, upon written request, a recordable statement setting forth the amount of unpaid assessments currently levied against his, her or their Lot. This 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 Lot Owner.

ARTICLE VII **TOWNHOUSE ADVISORY COMMITTEE**

Section 1. Composition. The Townhouse Advisory Committee shall consist of not fewer than three (3) members and not more than seven (7) members. Each member of the Townhouse Advisory Committee shall be a Lot Owner who owns (either individually or jointly) a single family attached dwelling (townhouse; not a single family semi-detached dwelling). The members of the Townhouse Advisory Committee shall be appointed by the Executive Board.

Section 2. Term. The Executive Board shall appoint each member of the Townhouse Advisory Committee for a term of one (1) year. The Executive Board may reappoint such member from time to time.

Section 3. Resignation. Removal. Vacancies. Any member of the Townhouse Advisory Committee may be removed with or without cause at any regular meeting of the Executive Board upon the affirmative vote of the members of the Executive Board. Any member may resign at any time by written notice to the Executive Board, such resignation to become effective as of the next Executive Board meeting. If any vacancy shall occur with respect to membership of the Townhouse Advisory Committee, the vacancy shall be filled by the Executive Board and the successor shall serve the balance of the term so filled.

Section 4. Chairperson/Secretary. The Townhouse Advisory Board shall select a chairperson and a secretary. The chairperson shall preside over all meetings of the Townhouse Advisory Committee. In the chairperson's absence, the secretary shall preside over such meetings. The secretary shall be responsible to maintain the records of the Townhouse Advisory Committee, including minutes of all meetings of the Committee, and shall be required to submit copies of such minutes to the Executive Board periodically.

Section 5. Function/Townhouse Advisory Committee. The purpose of the Townhouse Advisory Committee is to provide recommendations to the Executive Board pertaining to lawn care, including periodic mowing and maintenance of landscaped areas, and snow removal and other issues related to the single family attached dwellings within the Planned Community. The Townhouse Advisory Committee shall solicit proposals from qualified, independent contractors to provide lawncare services and snow removal services for the single family detached dwellings. The Advisory Committee shall submit a written recommendation to the Executive Board with respect to such proposals. The

Executive Board is responsible to accept any such proposals (and enter into any required contracts) and such responsibility shall not be delegated to the Townhouse Advisory Committee.

Section 6. Budgetary Recommendations. The Townhouse Advisory Committee shall submit, in writing, budgetary recommendations to the Executive Board. Such recommendations shall include the annual Common Charges for Lot Owners of single family attached dwellings for consideration by the Executive Committee in connection with the preparation of the annual budget. Such recommendation shall be submitted to the Executive Board at least ninety (90) calendar days prior to the annual meeting of the Association. In addition, the Townhouse Advisory Committee may make recommendations to the Executive Board concerning the allocation of any portion of assessments for Common Expenses to be established and maintained as a reserve fund for the repair, restoration or replacement of Common Elements relating to the single family attached dwellings within the Planned Community.

Section 7. Limitations. The Townhouse Advisory Committee is not authorized to enter into contracts for and on behalf of the Association or otherwise. The Townhouse Advisory Committee is not authorized to adopt rules and regulations pertaining to single family attached dwellings within the Planned Community, but is authorized to recommend to the Executive Board any such rule or regulation.

ARTICLE VIII **INSURANCE**

Section 1. Insurance to be Carried by Association. Commencing not later than the time of the first conveyance of a Lot to a Person other than Declarant, the Association shall maintain, to the extent reasonably available, comprehensive general liability insurance, including medical payment insurance, in an amount determined by the Executive Board but not less than the amount specified in the Declaration covering all occurrences commonly insured against for death, bodily injury and property damage arising out of or in connection with the use, ownership or maintenance of the Common Facilities.

Section 2. Other Insurance Carried by Association. If the insurance described in Section 1 is not maintained, the Association promptly shall cause notice of that fact to be hand-delivered or sent prepaid by United States mail to all Lot Owners. The Association may carry any other insurance it deems appropriate to protect the Association or the Lot Owners.

Section 3. Contents of Insurance Policy. Insurance policies carried pursuant to Section 1 hereof must provide that:

A. The insurer waives its right of subrogation under the policy against any Lot Owner or members of the Lot Owners' household.

B. No act or omission of any Lot Owner, unless acting within the scope of his authority on behalf of the Association, will void the policy or be a condition to recover under the policy.

C. If, at the time of a loss under the policy, there is other insurance in the name of a Lot Owner covering the same property covered by the policy, the policy shall be primary insurance and not contributing with the other insurance.

Section 4. Evidence and Cancellation of Insurance. Any insurer that has issued an insurance policy under this Article shall issue certificate or memoranda of insurance to the Association and, upon request to any Lot Owner, mortgagee or beneficiary under a deed of trust or installment sale agreement. The insurance may not be cancelled until thirty (30) days after notice of the proposed cancellation has been mailed to the Association, each Lot Owner and each mortgagee or beneficiary under a deed of trust or installment sale agreement to whom Certificates of Insurance have been mailed.

Section 5. Directors and Officers Liability Insurance. To the extent available, the Executive Board may obtain and maintain a comprehensive general liability policy in such limits as the Executive Board may from time to time determine or in such limits as may be available, insuring the Executive Board members and officers of the Association from claims arising out of or in connection with the management, operating or maintenance of the Planned Community, such policies shall insure the Executive Board members and officers against any mistakes of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith.

ARTICLE IX **USE RESTRICTIONS**

Section 1. Use and Occupancy of Common Elements. The occupancy and use of the Common Elements, including Controlled Facilities, shall be subject to the use restrictions specified in Article VII of the Declaration.

Section 2. Executive Board Rules and Regulations. The Executive Board may from time to time promulgate Rules and Regulations, not in conflict with the provisions of the Declaration, concerning the use and enjoyment of the Common Facilities, subject to the right of the Association, to change such Executive Board Rules and Regulations. Copies of the then-current Executive Board Rules and Regulations and any amendments thereto shall be furnished to all Lot Owners and occupants by the Executive Board promptly after the adoption of such Executive Board Rules and Regulations or any amendments thereto.

ARTICLE X **AMENDMENT**

Section 1. Number of Votes Required. Provisions of these Bylaws may be amended only by vote or agreement of Lot Owners of Lots to which at least sixty-seven (67%) percent of the votes of the Association are allocated. If any proposed amendment to these Bylaws is submitted prior to the expiration or termination of Declarant's control, as set forth in Article X, Section 10.1, of the Declaration, then any proposed amendment to the Bylaws will require the prior written approval of the United States Department of Housing and Urban Development and the Veterans Administration. Further, any amendment to the Bylaws adopted by the Lot Owners without such approval is subject to the right of

either the United States Department of Housing and Urban Development or the Veterans Administration to veto any such amendment.

Section 2. Recording Amendment to Bylaws. Any amendment to the Bylaws must be recorded in the Office of the Recorder of Deeds of York County and shall be indexed in the name of the Planned Community in both the grantor and grantee index. The amendment shall be effective only upon recording. During the period of Declarant's control, as described in Section 1, any amendment to the Bylaws shall not be recorded unless and until written approval of such amendment to the Bylaws has been received from the United States Department of Housing and Urban Development and the Veterans Administration.

Section 3. Officer Authorized to Execute Amendment to Bylaws. Amendments to the Bylaws required by this Article to be recorded by the Association shall be prepared, executed, recorded and certified by any officer of the Association.

ARTICLE XI **MISCELLANEOUS**

Section 1. Separate Title and Taxation.

A. **Title.** Except as provided in Subsection B, each Lot, together with the interest, benefits and burdens created by the Declaration including, without limitation, the rights to any Common Facilities, constitute a separate parcel of real estate. The conveyance or encumbrance of a Lot includes the transfer of all the rights, title and interest of the Owner of that Lot in the Common Facilities regardless of whether the instrument affecting the conveyance or encumbrance so states.

B. **Taxation and Assessment.** If there is a Lot Owner other than Declarant, each Lot must be separately taxed and assessed. The value of the Lot shall include the value of that Lot's appurtenant interest in the Common Facilities, excluding Convertible Real Estate (if the Additional Real Estate is added to the Planned Community). No separate assessed value shall be attributed to and no separate tax shall be imposed against Common Facilities or Controlled Facilities. Convertible Real Estate (if Additional Real Estate is added to the Planned Community) shall be separately taxed and assessed until the expiration period during which conversion may occur.

Section 2. Utilities. Each Lot Owner shall pay for his, her or their own telephone, electricity, water, gas, sewer and all the utilities which are separately metered or billed to each user by the respective utility companies. Utilities which are not separately metered or billed to Lots and which are used in connection with the Common Elements, shall be treated as a part of the Common Expense.

Section 3. Eminent Domain. In the event of a taking of all or part of a Lot or Common Element, the provisions of Section 5107 of the Act shall govern.

Section 4. Association Records. The Association shall keep financial records sufficiently detailed to enable the Association to comply with the provisions of Section 5407 of the Act. All financial and other records shall be made reasonably available for examination by any Lot Owner and his authorized agents.

Section 5. Annual Audit. The Association may at its first annual meeting or thereafter direct the Executive Board to submit the books, records and memoranda to an annual audit by a certified public accountant or public accountant who shall audit the same and render a report thereon in writing to the Executive Board and the Association. The cost of said audit shall be a Common Expense.

Section 6. Officers Authorized to Execute Amendments to Declaration. Amendments to the Declaration, required by the Declaration to be recorded by the Association shall be prepared, executed, recorded and certified by any officer of the Association.

Section 7. Termination of Planned Community. Termination of the Planned Community shall be in accordance with the provision of Section 5220 of the Act.

Section 8. Conflict. The Bylaws are subordinate and subject to all provision of the Declaration and the provisions of the Act. All of the terms hereof except where clearly repugnant to the context, shall have the same meanings as they are defined to have in the Declaration or the Act. In the event of any conflict between these Bylaws and the Declaration, the provisions of the Declaration shall control; and in the event of any conflict between the Declaration and the Act, the provisions of the Act shall control.

Section 9. Severability. The provisions of these Bylaws shall be deemed independent and severable, and, the validity or unenforceability of any provision of portion thereof shall not affect the validity of enforceability of any other provision hereof.

Section 10. Waiver. No restriction, condition, obligation or provision of these Bylaws shall be deemed to have been waived by reason of any failure or failures to enforce the same.

Section 11. Captions. The captions contained in these Bylaws are for convenience only and are not a part of the Bylaws and are not intended in any way to limit or enlarge the terms and provision of the Bylaws.

Section 12. Gender. Wherever in these Bylaws the context so requires, the singular number shall include the plural and the converse; and the use of any gender shall be deemed to include all genders.

Section 13. Effective Date. These Bylaws shall become effective when adopted by the Executive Board.

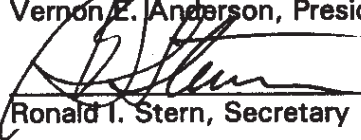
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IN WITNESS WHEREOF, the undersigned members of the Executive Board adopt the within as Bylaws the day and year first above written.

EXECUTIVE BOARD



Vernon E. Anderson, President



Ronald I. Stern, Secretary



John S. Thornton, Treasurer