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**DECLARATION OF WINDERMERE,
A FLEXIBLE PLANNED COMMUNITY**

**Township of South Londonderry
County of Lebanon
Commonwealth of Pennsylvania**

31-229 3314-348592

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A FLEXIBLE PLANNED COMMUNITY**

**Township of South Londonderry
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THIS DECLARATION is made this 3rd day of September, 2013, by River Bend Limited Partnership, a Pennsylvania limited partnership, the legal owner of the Property (the "Declarant").

WITNESSETH:

ARTICLE I

SUBMISSION

1.1. Name; County; Description: Declarant, legal owner of the real estate described in Exhibit "A" attached hereto, located in the Township of South Londonderry, County of Lebanon, and Commonwealth of Pennsylvania, hereby submits the Property to the provisions of the Pennsylvania Uniform Planned Community Act, 68 Pa. C.S.A. section 5101 et seq., as amended, (the "Act"), and hereby creates with respect to the Property a Planned Community, to be known as (the "Planned Community").

1.2. Easements and Licenses: The Property is so submitted the following easements and restrictions that existed prior to the date of this Declaration, as described in Exhibit "D" attached hereto.

ARTICLE II

DEFINITIONS

2.1. Terms Defined or Used in the Act: Capitalized terms used herein and in the Declaration Plats shall have the meanings specified or used for such terms in Section 5103 or elsewhere in the Act, unless otherwise defined herein.

2.2. More Specific Meanings: The following terms are used or defined in general terms in the Act and shall have specific meanings hereunder as follows:

"Association" shall mean Windermere Owners Association, Inc., a Pennsylvania non-profit corporation, its successors or assigns.

“Bylaws” shall mean the Bylaws of Windermere Owners Association, Inc., as they may be amended from time to time.

“Common Elements” shall mean the Common Facilities and the Controlled Facilities, generally and collectively.

“Common Facilities” shall mean all real and personal property, or any interest therein, which the Association now or hereafter owns or otherwise holds for the common use and enjoyment of all Owners, and shall include all those portions of the Property except for the Units. The Common Elements shall include the public sidewalks, street lights, and Association’s interest in Storm Water Management Facilities that are not part of a Unit, the Bike Path, as well as any improvements required for any improved roadways that have not been accepted for dedication by the Township, pumping stations, lines, manholes or other equipment that is part of any sanitary sewer or drinking water system which has not been accepted for dedication by any public authorities having jurisdiction over the Property, and any other interest in real property or the improvements or Structures thereon held by the Association. It is intended that the streets, curbs and street lights within Windermere be dedicated to the Township. It is also intended that all utility systems will be owned by, or dedicated to the appropriate utilities.

“Controlled Facilities” shall mean any portion of the Property, whether or not part of a Unit, that is not owned by the Association, but is maintained, improved, repaired, replaced, regulated, managed, insured or controlled by the Association. The exterior of the homes and roofs of each dwelling shall be Controlled Facilities. The Association shall maintain, improve, repair, replace, regulate, manage or insure the Controlled Facilities only to the extent specifically noted in the Declaration.

“Convertible Real Estate” shall mean the real estate described in Exhibit “B” attached hereto.

“Declarant” shall mean River Bend Limited Partnership.

“General Common Expenses” shall mean the actual and estimated expenses incurred by the Association for the general benefit of all Unit Owners, including any reasonable reserve, all as may be found to be necessary and appropriate by the Board pursuant to this Declaration, the Bylaws and the Articles of Incorporation of the Association.

“Member” shall mean a Person entitled to membership in the Association, as provided herein.

“Limited Controlled Facilities” shall mean any Controlled Facility that serves fewer than all of the Units. Limited Controlled Facilities include (a) electrical, gas and water meters, and individual water and sewer service lines from the curb stop to the Unit; (b) the

individual driveway leading to the Unit (c) a rear yard, deck, porch or patio area, including a Planting Area, which shall extend between 12 to 16 feet in depth beyond the rear facade of the Units, (d) Front Stoops, Exterior steps, front walks, as delineated in the as built Plats; and the (e) Planting Area, as hereinafter defined. Where two Units share a common driveway, the driveway shall be a Limited Controlled Facility allocated evenly among the Units served, and each Unit Owner shall have the right to travel upon (but not to park vehicles or otherwise encroach within) that portion of the driveway located within the front yard area of the other Unit.

“Unit” shall mean each Unit improved with a Structure for residential dwelling, as depicted on the Plats. The Unit boundaries are as follows: The vertical boundaries of the Unit are shown on the Plats, and are the exterior finished surface of all exterior walls of the Dwelling and the center of each party wall separating one dwelling from another. As so configured, the Units within WINDERMERE shall be what are commonly called "building footprint Units", as depicted on the as built Plats which will be recorded by Declarant from time to time, as units are constructed. The identifying number of each Unit or Unit is set forth on the Final Plat. The Unit includes all siding, roof shingles, exterior doors and windows, stone, brick or other exterior finishes to the Units. The Unit also includes all porches, decks, patios and similar Structures attached to the Dwelling. There are no horizontal boundaries to the Units.

2.3. Non-Statutory Terms Defined: The following terms when used herein or in the Declaration Plats shall have the meanings set forth below:

“Board” shall mean the Board of Directors of the Association.

“Declaration Plats” or “Plats” shall mean the Plats prepared by David Miller /Associates, Inc. pursuant to §5201 of the Act, and recorded in the Recorder’s Office concurrently herewith. The Declaration Plats are an integral part of the Declaration.

“Drainage” shall mean the removal of surface water or ground water from land by drains, grading or other means, and includes: (1) control of run-off to minimize erosion and sedimentation during and after construction or development; and (ii) necessary for water supply preservation or prevention or alleviation of flooding.

“Sewer Improvements” shall mean any sanitary sewer line in any portion of the Property or within any roadway accepted for dedication by the Township.

“Unit Owner” shall mean one or more Persons who hold the record title to any Unit that is part of the Property, but excluding in all cases any party holding an interest merely as security for the performance of an obligation. If a Unit is subject to a written lease with a term in excess of one year and the lease specifically so provides, then upon filing a copy of

the lease with the Executive Board, the lessee (rather than the fee owner) will be deemed the Unit Owner for the purpose of exercising all privileges of membership in the Association.

“Common Expense Liability” shall mean each Unit Owner’s share of Common Expense liability appurtenant to each Unit.

“Permitted Mortgage” shall mean a first mortgage to (i) the Declarant; (ii) the seller of a Unit, or (iii) a bank, trust company, savings bank, savings and loan association, mortgage service company, insurance company, credit union, pension fund, or like institutional investor or lender. A holder, insurer or guarantor of a Permitted Mortgage and all successors and assigns of any of the above, which may include, but is not limited to, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Federal Housing Administration and the Veteran’s Administration, is referred to herein as a “Permitted Mortgagee.”

“Person” or “Persons” shall mean a natural person, a corporation, a partnership, a trustee or any other legal entity.

“Pertinent Laws” shall mean the statutes, ordinances, regulations, and other laws pertinent to the ownership, sale, use, and development of the Property, as codified or promulgated by the Township of South Londonderry, County of Lebanon, Commonwealth of Pennsylvania, the United States of America, and other public authorities having jurisdiction over the Property, or the lawfully granted waiver or variance therefrom.

“Planting Area” shall mean the 12-16 foot deep area at the rear of each dwelling that is reserved for each Unit Owner’s deck, patio, or other exclusive use. The Planting Areas shall be Limited Common Facilities.

“Property” shall mean all that certain real estate described in Exhibit “A”.

“Recorder’s Office” shall mean the office of the Recorder of Deeds in and for the County of Lebanon, Commonwealth of Pennsylvania.

“Storm Water Management Facilities” shall mean all of the land areas and improvements thereto within, under and adjacent to the Property devoted to the purposes of detaining, retaining, and/or controlling the volume and/or rate and/or the direction of storm water, including but not necessarily limited to infiltration trenches, berms, cisterns, detention basins, diversion terraces, drainage easements, energy dissipaters, infiltration structures, retaining walls, retention basins, sedimentation basins, seepage pits, seepage drenches, storm sewers, and swales. “Storm Water Management Facilities” will also include any pervious pavement parking areas or any infiltration beds located under any driveway Limited Common Elements.

“Structure” shall mean any man-made object having an ascertainable stationary location on or in land or water, whether or not affixed to the land, including, but not limited to, buildings, fences, tennis courts, swimming pools, pavilions, tents, gazebos, garage facilities, storage buildings or sheds, signs, abutments, ornamental projections, exterior fixtures, shaped earth as a masonry structure, lights, or poles.

“Bike Path” shall mean any areas labeled as a Bike Path on the Declaration Plat.

“Township” shall mean the Township of South Londonderry, County of Lebanon, Pennsylvania.

“Use” shall mean the purpose to which buildings or Units are devoted to in compliance with this Declaration.

ARTICLE III

BUILDINGS; UNITS; COMMON ELEMENTS; BOUNDARIES; TYPES

3.1. Declaration Plats ; Units; Common Elements: The Units are as shown on the Plats. The location and dimensions of Units and Common Elements are shown on the Plats and Plans.

3.2. Types of Units: The types of Units are more particularly shown on the Declaration Plats and Plans.

3.3. Relocation of Unit Boundaries and Subdivisions: Relocation of boundaries between Units by the Unit Owner is not permitted. Relocation of boundaries between Units by the Declarant may be permitted in accordance with the provisions of the Act, provided that the relocation complies with all Pertinent Laws.

ARTICLE IV

IDENTIFICATION OF UNITS; VOTES; ALLOCATION OF COMMON EXPENSE LIABILITIES

4.1. Allocation of Common Expense Liability: The Common Expense Liability appurtenant to each Unit is calculated by dividing one by the total number of all Units in the Planned Community (for example, if there are six Units, each Unit’s Common Expense Liability shall be calculated as follows: $1 / 6 = .167$).

4.2. Association Membership: Each Unit Owner shall become a Member of the Association and shall be subject to all rights and duties assigned to Unit Owners.

4.3. Voting Rights: Every Person who is an owner of any Unit which is part of the Property, including the Declarant if the Declarant owns any Units, shall have one (1) vote for each Unit owned. When the Unit is owned of record in the name of two or more persons or entities, whether fiduciaries, joint tenants, tenants in common, tenants in partnership or in any other manner of joint or common ownership, the applicable vote for such Unit shall be exercised as they among themselves determine, but in no event shall more than the single vote attributed to the Unit be cast with respect to such Unit. Any owner who leases his Unit may, in the lease or other written instrument, assign the voting right appurtenant to that Unit to the lessee, provided that a copy of such instrument is furnished to the Association

4.4. Executive Board: The Association shall be governed by an Executive Board ("Executive Board") consisting of three (3) or five (5) members. Initially, the Board shall consist of three (3) members, with the number in subsequent years to be determined by the members of the Executive Board as provided for in the Bylaws of the Association. Pursuant to the Act, the Declarant shall initially appoint all members of the Executive Board of the Association. No later than 60 days after conveyance of 25% of the total number of Units that may be built, one member of the Executive Board of the Association shall resign, and a replacement shall be elected by Unit Owners other than the Declarant. Within 180 days after the conveyance of 75% of the total number of Units that may be built, all remaining members of the Executive Board of the Association shall resign, and replacements shall be elected by Unit Owners other than the Declarant.

ARTICLE V

PROPERTY RIGHTS

5.1. Use and Enjoyment of Common Elements. Every Unit Owner shall have a right and non-exclusive easement of use, access and enjoyment in and to the Common Elements subject to (i) this Declaration as it may be amended from time to time, (ii) any restrictions or limitations contained in any deed or easement agreement conveying such property, or an interest in such property, to the Declarant or Association, (iii) the right of the Board to adopt other rules and regulations regulating the use and enjoyment of the Common Elements and (iv) the following provisions:

A. the right of the Association to suspend the voting rights and right to use of any of the Common Elements by a Unit Owner for any period during which any assessment against his or her Unit remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

B. the right of the Association to dedicate or transfer any other part of the Common Elements to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members;

C. the right of the Association to take such steps as are reasonably necessary to protect the property of the Association against mortgage default and foreclosures; provided, however, that the same are in conformity with the other provisions of this Declaration; and

D. the right of the Association, acting by and through its Executive Board, to grant easements, licenses or other rights of use to persons or entities who are not Members of the Association in connection with the Common Elements for such consideration and on such terms and conditions as the Executive Board may from time consider appropriate.

Any Unit Owner may delegate his or her right of use and enjoyment in the Common Elements to the members of his or her family, lessees, and social invitees, as applicable, subject to reasonable regulation by the Board and in accordance with procedures it may adopt. Any Unit Owner who leases his or her Unit shall be deemed to have assigned all such rights to the lessee.

ARTICLE VI

MAINTENANCE

6.1. Association's Responsibility: The Association shall have the authority given to it by this Declaration and § 5302 of the Act. The Association shall maintain and keep in good repair the Common Facilities, such maintenance to be funded as provided herein. This maintenance may include, but need not be limited to, maintenance, repair and replacement, subject to any insurance then in effect, of all landscaping, structures and improvements now or hereafter located upon the Common Elements and Storm Water Management Facilities.

Specific maintenance requirements are as follows:

A. General Maintenance for all Storm Water Management Facilities: All inlet structures to all Storm Water Management Facilities should be cleaned twice per year, once during spring and again in autumn. Water quality inserts within inlets should be cleaned at least three times per year and inspected after major storm events. The Association shall also maintain the rain water collection piping and rain water leaders located throughout the Community. This maintenance is limited to Structures that collect rain water from multiple Units, and does not include individual gutters or downspouts on the Units.

Vegetated infiltration areas should be inspected and maintained as necessary several times during the first few months of vegetation. Vegetation within and surrounding infiltration areas should be well kept to maintain a dense cover; eroded or barren areas should be

re-vegetated immediately. Any excavations within Storm Water Management Facilities must also protect the underlying soil from compaction.

B. Sinkhole Repair: Except as otherwise provided in this Declaration, the Association shall be responsible for the repair on any sinkholes that may develop in the Common Facilities, if the sinkhole may effect any Unit, Storm Water Management Facility, any Structure, or any road or utility that has not been accepted for dedication by the Township or Authority.. The Association shall indemnify and hold harmless the Township, its agents or consultants, for any claim, including any costs of litigation and attorneys' fees, caused by or related to damage caused by or related to any sinkhole on the Property.

C. Landscaping and Lawn Maintenance: The Association shall perform all landscaping, mowing and other lawn care to the Common Facilities. The Executive Board may determine the frequency and amount of additional services such as fertilization, mulching, edging and other landscaping services. If the Unit Owner has not done any landscaping in the Planting Areas, the Association shall maintain this area in the same manner as the rest of the lawns.

D. Snow Removal: The Association shall remove snow from all roads until they have been accepted for dedication by the Township. The Association shall remove snow and ice from all sidewalks, walkways and driveways. The Executive Board may create guidelines for snow removal.

E. Bike Path: The Association shall be responsible for all maintenance of the Bike Path, including clearing along the sides of the Bike Path as may be required.

Blanket easements over the Property as necessary to enable the Declarant and the Association to inspect the Property or to fulfill responsibilities under this Section are hereby reserved to the Declarant and the Association.

6.2. Maintenance of Storm Water Management Facilities: All permanent Storm Water Management Facilities not located within a Unit or a right-of-way dedicated to the Township shall be maintained by the Association in good order and repair. If the Association shall fail to maintain such Storm Water Management Facilities in good order and repair as required in the foregoing paragraph, the Township may serve written notice upon the Association setting forth the manner in which the Association has failed to maintain such Storm Water Management Facilities, which notice shall include a demand that such deficiencies of maintenance be corrected within thirty (30) days thereof. If the deficiencies shall not be corrected within such thirty (30) day period, the Township may, in order to ensure the viability of such Storm Water Management Facilities, and to further any other proper public and municipal purpose, but shall have no duty to, enter upon the real estate upon which such facilities are located and maintain the same in such manner as the Township shall determine appropriate. Such maintenance by the Township shall not constitute a taking of the Common Elements, the Unit or such other real estate, nor vest in the public any rights to use the same. The

cost of such maintenance by the Township shall be assessed against the Units in the manner provided in Article X hereof and shall become a lien on the Units.

6.3. Sanitary Sewer Maintenance:

A. SLTMA will provide public sewer to the Units in accordance with the SLTMA's rules and regulations and sewer specifications.

B. Dedication and Repair to Sewer Improvements: Declarant shall offer to dedicate the Sewer Improvements to the SLTMA. SLTMA shall not be obligated to accept the Sewer Improvements and may accept all or only a portion the improvements as deemed appropriate at the sole discretion of SLTMA. Any Sewer Improvements not accepted by the SLTMA shall be a Common Element and the responsibility of the Association. After acceptance of dedication of any Sewer Improvements, the SLTMA shall own, maintain, repair and replace those Sewer Improvements at its sole cost and expense, subject however to the SLTMA's applicable rates which shall be separately charged to each owner of Units benefitted by the repair.

6.4. Controlled Facilities:

A. Each Unit Owner shall maintain, repair or replace the Dwelling, including all exterior walls and roofs. Before a Unit Owner performs any maintenance on a roof or exterior wall, the Association must approve the work being performed, including the timing of work, materials, contractors, and any other facet of work that may affect the Community. No Unit Owner may alter the external appearance of the Dwelling without permission from the Board. In the event that the Unit Owner fails to maintain the exterior of the Dwelling, the Association may perform the maintenance or repair, and assess the costs of the work to the Unit Owner.

B. The Association shall be responsible for all maintenance and repair of any driveway or walkway, the costs of such maintenance and repair to be a Limited Common Expense, assessed equally against each Unit served by the driveway or walkway.

C. Each Unit Owner shall maintain, repair or replace porches, stoops, decks and patios of the Unit. In the event that the Unit Owner fails to maintain the porches, stoops, decks and patios, the Association may perform the maintenance or repair, and assess the costs of the work to the Unit Owner.

6.5. Unit Owner's Responsibility: Each Unit Owner shall maintain their Unit in good order and repair, and free of debris, in a manner and with such frequency as is consistent with good property management and Planned Community standards, including Planned Community rules and regulations as may be adopted by the Board from time to time. If any Unit Owner fails to properly perform his or her maintenance responsibility, the Association may perform it and assess all costs

incurred by the Association against the Unit and the Unit Owner thereof in accordance with Article X of this Declaration; provided, however, except when entry is required due to an emergency situation, the Association shall afford the Unit Owner reasonable notice and opportunity to cure the problem prior to entry. The Association may make reasonable rules and regulations governing the appearance of the Units, Dwellings or Controlled Facilities that are not in conflict with this Declaration.

6.6. Responsibilities of the Township: The Bike Path is located within an easement dedicated to and accepted by the Township. Notwithstanding any provision to the contrary, the Township shall be responsible for maintenance and repair of those portions of the Bike path that encircle the Planned Community that are within the easement. The Association shall be responsible for maintenance and repair of those portions of the Bike Path that connect to the improved roadways of the Planned Community.

ARTICLE VII

EASEMENTS

7.1. Additional Easements: In addition to and in supplementation of the easements provided for by the Act, the following easements are hereby created:

A. Easement for Sales Purposes: Declarant shall have the right to maintain models, a management office, a sales office, and construction trailers on the Property and to relocate such models, management office, sales office, and construction trailers from time to time anywhere within the Property.

(1) Declarant shall have the right to maintain on the Property such advertising signs as Declarant in its sole discretion may deem appropriate, provided that such signs comply with applicable governmental requirements. Declarant may from time to time relocate such advertising signs.

B. Easement for Ingress and Egress: Each Unit Owner shall have the unrestricted right of ingress and egress to his or her Unit and a right of access to the Common Elements, subject to rules, regulations and restrictions established by the Association. This right shall be perpetual.

C. Easement for Support: Each Unit Owner has the benefit of a restriction upon any action of a neighboring Unit Owner, or of the Association with respect to the Common Elements, which would endanger the stability or safety of his Unit.

D. Easement for Encroachments: An easement is granted to each Unit Owner and the Association in the event a Unit, Common Element or Limited Common Element encroaches upon another Unit, Common Element or Limited Common Element, for both the encroachment and its maintenance.

7.2. Utility Easements: The Units, Common Elements and Limited Common Elements shall be, and are hereby, made subject to easements in favor of the Declarant, SLTMA and the Association, appropriate utility and service companies and governmental agencies or authorities for such utility and service lines and equipment as may be necessary or desirable to serve any portion of the Property. These easements are for supplying the community and not for the purpose of transmission of services to other areas. The easements created in this Section shall include without limitation rights of the Declarant and the Association, or the providing utility or service company, or governmental agency or authority to install, lay, maintain, repair, relocate and replace Sewer Improvements, gas lines, pipes and conduits, water mains and pipes, sewer and drain lines, telephone wires and equipment, television cable and facilities, electrical wires, conduits and equipment and ducts and vents over, under, through, along and on the Units and Common Elements. Notwithstanding the foregoing provisions of this Section, unless approved in writing by the Unit Owner or Unit Owners affected thereby, any such easement through a Unit shall be located either in substantially the same location as such facilities or similar facilities existed at the time of first conveyance of the Unit by the Declarant, so as not to materially interfere with the use or occupancy of the Unit by its occupants. These easements and rights expressly include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. Any material disturbance to the grounds of any Property by the Declarant caused by such utility installation shall be repaired and said grounds returned to their prior condition by the Declarant or prompt and reasonable remuneration for such repair shall be made to such Property by the Declarant.

7.3. Drainage Easements: No Unit Owner may alter any Storm Water Management Facility, or erect, place or allow any Structure to be placed in those areas.

7.4. Bike Path Easement: The Bike Path is subject to an easement for use and enjoyment by the public at large. The Association may not hinder public access to the Bike Path in any way.

ARTICLE VIII **INSURANCE AND CASUALTY LOSSES**

8.1. Required Coverage:

A. The Board, or its duly authorized agent, shall be required to obtain, maintain and pay the premiums, as a General Common Expense, upon a policy of property insurance covering all the Common Facilities (except those items normally excluded from coverage) as required

by the Act. The Association shall insure the Controlled Facilities ONLY if they can be insured separately from the Units. The policy shall be in an amount equal to one hundred percent (100%) of the current replacement cost of the Common Facilities (less a deductible deemed reasonable by the Executive Board) and shall name the Association as the named insured.

B. All policies of hazard insurance must contain or have attached the standard mortgagee clause commonly acceded by private institutions as mortgage investors in the area in which the mortgaged premises are located.

C. The Association shall maintain comprehensive general liability insurance coverage covering all of the Common Elements, public ways of the Property, and other areas that are under its supervision (including, but not limited to, commercial spaces, if any, owned by the Association, whether or not they are leased to third parties). Coverage limits shall be for at least One Million Dollars (\$1,000,000.00) for bodily injury and property damage arising out of a single occurrence.

D. If requested by any Permitted Mortgagee, the Association must provide written notice to any Permitted Mortgagee requesting such notice, notice of any condemnation or casualty loss that effects wither a material portion of the Property or of the Unit securing the mortgage, or of any lapse, cancellation or material modification of any insurance policy maintained by the Association.

8.2. Additional Insurance: The Executive Board, or its duly authorized agent, shall maintain insurance covering the Common Elements as may be required by the Department of Housing and Urban Development, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Federal Housing Administration, or the Veterans Administration.

8.3. Individual Insurance Coverage: By virtue of taking title to Unit, each Unit Owner covenants and agrees with all other Unit Owners and with the Association that each Unit Owner shall carry casualty insurance on a dwelling. At a minimum, such coverage shall provide coverage against loss or damage by fire or other hazards in an amount sufficient to cover the full replacement cost of any repair or reconstruction work in the event of damage or destruction from any insured hazard. Each Unit Owner further covenants and agrees that in the event of a partial loss or damage or destruction resulting in less than total destruction to the Unit, the Unit Owner shall proceed promptly to repair or to reconstruct the dwelling and other damaged structures in a manner consistent with the original construction. In the event that a dwelling is totally destroyed and the Unit Owner determines not to rebuild or to reconstruct, the Unit Owner shall clear the Unit of all debris and return it to substantially the natural state in which it existed prior to the beginning of construction of the Unit.

8.4. Insurance Deductibles: If a loss or casualty is covered by the insurance obtained by the Association, and such loss or casualty effects fewer than all of the Units, any deductible paid by

the Association on account of such loss or casualty shall be a Limited Common Expense, assessed equally to each Unit or Units causing the loss or casualty.

ARTICLE IX

CONDEMNATION

Whenever all or any part of the Common Elements shall be taken or conveyed by the Board in lieu of and under threat of condemnation, each Unit Owner shall be entitled to notice thereof. The award made for such taking shall be payable to the Association as trustee for all Unit Owners to be disbursed to the Association and used for such purposes as the Executive Board of the Association shall determine, pursuant to the Act.

ARTICLE X

BUDGETS; COMMON EXPENSES; ASSESSMENTS AND ENFORCEMENT

10.1. Assessments: All Common Expense assessments shall normally be determined once a year, but payment will be on a monthly, quarterly, semi-annual, or annual basis, as determined by the Board, and shall be due and payable in advance, on the first day of each payment period, with the initial payment due at settlement prorated on the basis of a thirty (30) day month. Any special assessment against a Unit shall be due and payable in a lump sum or in installments, in advance, on the first day of each month, as determined by the Executive Board.

10.2. Association Veto of Assessments: Any budget or capital expenditure approved by the Executive Board may be rejected by a vote of the majority of the Members of the Association, provided such vote is taken within 30 days after the Board approval of such action, pursuant to the Act. If any budget of capital expenditure approved by the Executive Board is rejected pursuant to this paragraph, the Executive Board shall re-submit and approve another budget or capital expenditure within thirty (30) days.

10.3. Subordination of Certain Charges: Any fees, charges, late charges, fines and interest which may be levied by the Executive Board pursuant to the Act, shall be subordinate to the lien of a Permitted Mortgage on a Unit.

10.4. Commencement of Assessments: No Unit shall have any assessment made against it until a certificate of occupancy is issued for the Unit by the Township. Assessments shall be prorated based on a thirty (30) day month.

10.5. Accounting: On or before the first (1st) day of April of each calendar year commencing 2014, the Board shall supply to all Unit Owners an itemized accounting of the Common Expenses for the preceding calendar year actually incurred and paid together with a tabulation of the amounts collected pursuant to the annual budget or monthly assessments and leases and sales of property owned or managed by the Executive Board on behalf of the Association, and showing the net excess or deficit of income over expenditures plus reserves. Any Permitted Mortgagee may request that an audited financial statement be prepared for the preceding fiscal year. The cost of the preparation of such statement shall be borne by the mortgagee making the request.

10.6. Initial Common Expense Contribution: At each and every conveyance of a Unit, except to the Declarant or a successor or assign of the Declarant, the Unit Owner acquiring any Unit shall be required to make a non-refundable contribution to the Association. Initially, the contribution shall be equal to \$400.00, with the amount being set in the future from time to time by the Board. The general purpose of the contribution is to provide a reserve fund for the Association, as permitted by the Act.

10.7. Further Assessments: If any annual budget proves inadequate for any reason, including nonpayment of any Unit Owner's monthly assessments, or any nonrecurring Common Expense or any Common Expense not set forth in the annual budget as adopted, the Board may at any time levy further monthly assessments according to each Unit Owner's Common Expense Liability in the Common Elements as to General Common Expenses. Such further monthly assessments shall be payable over such period of time as the Board may determine. The Executive Board shall serve notice of such further assessments on all Unit Owners by a statement in writing giving the amount and reasons therefore, and such further monthly assessments shall become effective as determined by the Executive Board.

10.8. Surplus: Any amounts accumulated from assessments for General Common Expenses and income from the operation of the Common Elements to which such General Common Expenses pertain in excess of the amount required for actual General Common Expenses and reserves for future General Common Expenses shall be taken into account when fixing the new budget but need not be refunded.

10.9. Non-Payment of Assessments:

A. Any assessment levied pursuant to this Declaration, or any installment thereof, which is not paid on the date when due, shall be delinquent and shall, together with interest thereon at the rate of fifteen percent (15%) per annum and the cost of collection thereof (including attorneys' fees), as hereinafter provided, thereupon become a continuing lien upon the Unit or Units belonging to the Member against whom such assessment is levied and shall bind such Unit or Units in the hands of the then Unit Owner, his heirs, devisees, personal representatives and assigns to the extent permitted by law. The personal obligation of the Member to pay such assessment shall, in addition, remain his personal obligation for the statutory period and a suit to recover a money judgment for non-payment of any assessment

levied pursuant to this Declaration, or any installment thereof, may be maintained without foreclosing or waiving the lien herein created to secure the same.

B. Any assessment levied pursuant to this Declaration, or any installment thereof, which is not paid within ten (10) days after it is due, may, upon resolution of the Executive Board, bear interest from the due date at the rate of fifteen percent (15%) per annum, but in no event at a rate in excess of the maximum legal rate permitted from time to time in the Commonwealth of Pennsylvania, and may subject the Member obligated to pay the same to the payment of such penalty or "late charge" as the Board may fix, and the Association may bring an action at law against the Member personally obligated to pay the same, or foreclose on the lien against the Unit or Units then belonging to said Member in the manner provided by law, and interest, costs and reasonable attorneys' fees of not less than fifteen percent (15%) of the sum claimed shall be added to the amount of each assessment.

10.10. Confession of Judgment: IN ORDER TO EXPEDITE THE EXECUTIVE BOARD'S COLLECTION OF ANY DELINQUENT ASSESSMENT, EACH UNIT OWNER (BY THE ACCEPTANCE OF THE DEED TO THEIR UNIT) SHALL BE DEEMED TO HAVE APPOINTED ANY ONE OR MORE EXECUTIVE BOARD MEMBERS THE ATTORNEY-IN-FACT FOR SUCH UNIT OWNER TO CONFESS JUDGMENT AGAINST SUCH UNIT OWNER IN ANY COURT OF COMPETENT JURISDICTION IN PENNSYLVANIA, FOR ANY SUCH UNPAID ASSESSMENT(S), WHICH APPOINTMENT (BEING FOR SECURITY) SHALL BE IRREVOCABLE; AND FOR SO DOING A COPY OF THIS ARTICLE X AND SAID DEED, BOTH VERIFIED BY AFFIDAVIT, SHALL BE A SUFFICIENT WARRANT. THE AUTHORITY GRANTED HEREIN TO CONFESS JUDGMENT SHALL NOT BE EXHAUSTED BY ANY EXERCISE THEREOF, BUT SHALL CONTINUE FROM TIME TO TIME AND AT ALL TIMES UNTIL THE DECLARATION SHALL BE TERMINATED.

10.11. Notice and Perfection of Lien: The recording of this Declaration shall constitute legal notice and perfection of the lien upon any Unit established by Section 10.7 of this Declaration.

10.12. Expiration of Lien: Any lien for unpaid assessments is extinguished unless proceedings to enforce the lien are commenced within three years after the assessment becomes payable.

10.13. Acceleration of Installments: Upon default in the payment of any one or more monthly installments of any assessment levied pursuant to this Declaration, or any other installment thereof, the entire balance of said assessment may be accelerated at the option of the Board and be declared due and payable in full.

10.14. Priority of Lien:

A. The lien established by this Declaration shall have preference over any other assessments, liens, judgments or charges of whatever nature, except the following:

(1) general and special assessments for ad valorem real estate taxes on the Unit; and

(2) the liens of any deeds of trust, mortgage instruments or encumbrances duly recorded on the Unit prior to the assessment thereon of the maintenance assessments provided for in this Declaration or duly recorded on said Unit after receipt of a written statement from the Executive Board reflecting that payments on account of any such assessments were current as of the date of recordation of said deed of trust, mortgage instrument or encumbrance.

B. No amendment to this Section shall affect the rights of the holder of any first mortgage of any Unit (or the indebtedness secured thereby) recorded prior to recordation of such amendment unless the holder thereof (or the indebtedness secured thereby) shall join in the execution of such amendment.

C. The Board may, in its sole and absolute discretion, extend the provisions of this Section to the holders of mortgages (or of the indebtedness secured thereby) not otherwise entitled thereto.

10.15. Assessments against Individual Units: The Board may assess any Common Expense that benefits fewer than all of the Units to the Unit or Units that are benefitted by the Common Expense. This shall include, without limitation, any casualty insurance deductible paid by the Association arising out of or caused damage to one or more but fewer than all Units. If a Common Expense is caused by the neglect, negligence, or misconduct of any Unit Owner or Unit Owners, the Board may assess that Common Expense against that Unit Owner or Unit Owners. The Board may assess a reasonable special assessment, to be fixed in advance by the Board, against any Owner violating any provision of this Declaration, the Covenants, the Bylaws, or any rule or regulation adopted by the Board which is consistent with the same.

ARTICLE XI

RESTRICTIONS ON USE AND OCCUPANCY OF UNITS

11.1. Type of Building: No Structure shall be constructed, erected, maintained, used or altered to be used upon any Unit for any purpose other than that of a Dwelling, garage and uses accessory thereto.

11.2. Use: All Units shall be used only for residential purposes and Uses accessory to the residential Use. The use of a portion of a Unit as an office by the Unit Owner or tenant shall be considered a residential use if such use does not create regular customer or client traffic to and from the Unit, in accordance with Pertinent Law.

11.3. Approval Required for All Structures: No building, wall, fence, swimming pool, roof, exterior light, or any other Structure or improvement of any kind shall be commenced or erected upon any Unit or upon the exterior of any dwelling, nor shall any landscaping be commenced, nor shall any addition to any existing building or alteration or change therein be made on any Unit until the proposed building plans, specifications (including height, materials, and exterior finish), plot plan, landscape plan, and construction schedule is submitted to and approved in writing by the Association.

11.4. Unightly or Unkempt Conditions: It shall be the responsibility of each Unit Owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on the Limited Common Elements attached to his or her Unit. All Units and Limited Common Elements shall be kept neat and orderly and free of rubbish, trash and junk of any kind at all times.

11.5. Signs: No advertising sign, billboard or real estate sign offering any Unit for sale or for rent in excess of four square feet in size shall be permitted on the Property. Excluded from this restriction shall be the signs identifying the Community, or any signs placed by the Declarant.

11.6. Livestock and Poultry: No animals, livestock or poultry of any kind shall be raised, bred, or kept on any Unit except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose. The decision as to what is a household pet and the permitted number or sizes of such pets shall rest with the Association. Such animals must be maintained so that offensive odors or noise will not be apparent to adjoining Unit Owners. Said animals must all be controlled to prevent damage to other properties within the Community. Unit Owners must immediately pick up after any pets in the Common Elements, and are responsible for any damage caused to the Common Elements by or on account of any household pets.

11.7. General Maintenance of Controlled Facilities: The Association may establish reasonable regulations for the maintenance of the Controlled Facilities. These may include the regulations of the appearance of the Controlled Facilities, including the maintenance and appearance of the exterior of the Unit. The Association may also decide to provide for maintenance of any of these items, the cost of which shall be a Limited Common Expense, assessed only against the Units benefited.

ARTICLE XII

GENERAL PROVISIONS

12.1. Term: The covenants and restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and shall be enforceable by the Association or the Unit Owner of any property subject to this Declaration.

12.2. Amendment: Prior to the conveyance of the first Unit, Declarant may unilaterally amend this Declaration. After such conveyance, the Declarant may unilaterally amend this Declaration at any time and from time to time if such amendment is (a) necessary to bring any provision hereof into compliance with any applicable governmental statutes, rule or regulation, or judicial determination; (b) necessary to enable any reputable title insurance company to issue title insurance coverage on the Units; (c) required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the U.S. Department of Housing and Urban Development, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the Units; (d) necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on the Units; or (e) otherwise in accordance with § 5219(f) of the Act; provided, however, any such amendment shall not adversely affect the title to any Unit unless the Unit Owner shall consent thereto in writing.

If a Unit Owner consents to any amendment to this Declaration or the Bylaws, it will be conclusively presumed that such Unit Owner has the authority so to consent and no contrary provision in any Mortgage or contract between the Unit Owner and a third party will affect the validity of such amendment. No amendment may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant or the assignee of such right or privilege.

12.3. Severability: Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

12.4. Right of Entry: The Association shall have the right, but not the obligation, to enter upon any Unit for emergency, security, and safety reasons, to perform maintenance pursuant to Article VI hereof, and to inspect for the purpose of ensuring compliance with this Declaration, the Bylaws, the rules of the Association; provided, however, nothing herein shall authorize any person to enter any Unit without permission of the Unit Owner unless reasonably believed to be necessary to avoid an imminent threat of personal injury or property damage. This right may be exercised by the Association's Executive Board, any agent or employee of the Association acting with the authorization of the Executive Board, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties.

12.5. Enforcement; Litigation: The provisions of this Declaration may be enforced by any Unit Owner or the Association.

12.6. Notice of Sale or Transfer of Title: In the event that any Unit Owner desires to sell or otherwise transfer title to his or her Unit, such Unit Owner shall give the Executive Board at least seven days prior written notice of the name and address of the purchaser or transferee, the date of such transfer of title, and such other information as the Executive Board may reasonably require.

12.7. Approval of Leases: A Unit Owner may lease his or her Unit (but not less than his entire Unit) at any time. Additionally, a lease may only be approved provided that: (1) no Unit may

be leased for transient or hotel purposes or for an initial term of less than six (6) months; (2) no Unit may be leased without a written lease; and (3) the rights of any lessee of the Unit shall be subject to, and each such lessee shall be bound by, the covenants, conditions and restrictions set forth in the Declaration, Bylaws and Rules and Regulations and a default thereunder shall constitute a default under the lease; provided, however, that the foregoing shall not impose any direct liability on any lessee of a Unit to pay any Common Expense assessments on behalf of the Owner of that Unit.

12.8. Limitation of Liability: The Association shall not be liable for any failure of any services to be obtained by the Association or paid for out of the Common Expense funds, or for injury or damage to person or property caused by the elements or resulting from water which may leak or flow from any portion of the Common Elements, or from any wire, pipe, drain, conduit or the like. The Association shall not be liable to any Member for loss or damage, by theft or otherwise, of articles which may be stored upon the Common Elements. No diminution or abatement of General or Limited Common Expense assessments, as herein provided for, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the Common Elements or from any action taken by the Association to comply with any of the provisions of this Declaration or with any law or ordinance or with the order or directive of any municipal or other governmental authority.

12.9. Consents: Any other provision of this Declaration or the Bylaws or Articles of Incorporation of the Association to the contrary notwithstanding, neither the Members, the Executive Board nor the Association shall, by act or omission, take any of the following actions:

- A. Abandon, partition, alienate, release, hypothecate, dedicate, subdivide, encumber, sell or transfer any interest in any of the Common Elements unless at least eighty percent (80%) of the total of all votes have given their prior written approval; provided, however, that the granting of rights of way, easements and the like for public utilities or for other purposes consistent with the use of the Common Elements by Members of the Association shall not be considered a transfer within the meaning of this Section; or
- B. Abandon or terminate this Declaration unless at least fifty-one (51%) of the Permitted Mortgagees (based upon one vote for each mortgage owned) and not less than ninety percent (90%) of the votes, if any, have given their prior written approval.
- C. For purposes of this Section, a Permitted Mortgagee will be assumed to have approved any amendment if the Permitted Mortgagee fails to submit a response to any written proposal for an amendment within 60 days after it receives notice of the proposal, provided that the notice was delivered by certified mail, return receipt requested.

12.10 Notice. Any Permitted Mortgagee shall be entitled to timely written notice of:

- A. any condemnation or casualty loss that affects either a material portion of the Planned Community or the Unit securing the Permitted Mortgagee's mortgage; and no Unit Owner or other party shall have priority over such Permitted Mortgagee with respect to the distribution to such Unit(s) of the proceeds of any condemnation award or settlement in the event of condemnation or with respect to the distribution to such Unit(s) of any insurance proceeds in the event of casualty loss; and
- B. any sixty (60) day delinquency in the payment of Common Expense assessment installments or other assessments or charges owed to the Association by a Unit Owner of any Unit upon which the Permitted Mortgagee holds a mortgage; and
- C. a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and
- D. any proposed action that requires the consent of a specified percentage of Permitted Mortgagees.

12.11. Amendments Requiring Approval of 51% of Permitted Mortgagees: Subject to the limitations imposed by §5221 of the Act, the prior written approval of at least fifty-one (51%) percent of the Permitted Mortgagees is required for any material amendment to this Declaration or to the Bylaws or Articles of Incorporation including, but not limited to, any amendment which would change any provision relating to:

- A. voting rights;
- B. reserves for maintenance, repair and replacement of Common Elements;
- C. responsibility for maintenance and repairs of Common Facilities;
- D. reallocation of interests in the General or Limited Common Elements or rights to their use;
- E. boundaries of any Unit;
- F. convertibility of Units into Common Elements or vice-versa;
- G. insurance or fidelity bonds
- H. leasing of Units;
- I. imposition of any restrictions upon a Unit Owner's right to sell or transfer his or her Unit;
- J. assessment liens or the priority of assessment liens;
- K. restoration or repair of the Planned Community (after damage, destruction or condemnation) in a manner other than that specified in this Declaration;
- L. any action to terminate the legal status of the Planned Community as a Planned Community after substantial damage or condemnation occurs; or
- M. any provisions that expressly benefit Permitted Mortgagees.
- N. Notwithstanding the above provisions, the Permitted Mortgagee shall have no right (a) to participate in the adjustment of losses with insurers or in the decision as to whether or not or how to repair or restore damage to or destruction of the Property, (b) to receive or apply the proceeds of insurance to the reduction of mortgage debt or otherwise, except in the event and to the extent of a distribution thereof to Unit Owners upon the happening of either a termination, or of insurance proceeds being received in excess of the cost of

repair or restoration, or (c) to accelerate the mortgage debt or to have any other remedies by virtue of waste or alleged waste or other conditions occurring anywhere on the property other than within the affected Unit, and the obligation secured shall be prepayable, without penalty, upon the happening of any termination as aforesaid.

ARTICLE XIII

CONVERTIBLE REAL ESTATE; ADDITIONAL REAL ESTATE

13.1. Convertible Real Estate: Declarant hereby explicitly reserves and option until the seventh (7th) anniversary of the recording of this Declaration to convert Convertible Real Estate to the Community from time to time in compliance with the Act, without the consent of any Unit Owner or Permitted Mortgagee. The option to convert real estate may be terminated prior to such anniversary only upon the filing by Declarant of an amendment to this Declaration. Declarant expressly reserves the right to Convert any or all portion of the Convertible Real Estate at any time, at different times, in any order, without limitation and without any requirement that other real estate be added, converted or added; provided, however, that the Convertible Real Estate shall not exceed the area described in Exhibit "B" attached hereto and as shown on the Declaration Plats and that the maximum number of Units within the entire Planned Community cannot exceed 66 units. There are no other limitations on the option to convert.

13.2. Assurances: Declarant makes no assurances as to the location of Units or Limited Common Elements on any Convertible Real Estate,. Any Units, Common Elements or Limited Common Elements constructed on any Convertible Real Estate may be used exclusively for residential purposes, except that Declarant may construct or convert certain additional structures to contain recreational facilities and other amenities serving the Property. The allocation of assessments in any Convertible or Additional Real Estate, or any property added through merger or consolidation with another Planned Community shall be computed as provided in Section 4.1 herein.

All restrictions in this Declaration and the Covenants affecting use, occupancy and alienation of Units will apply to all Units created in any Convertible Real Estate. Declarant makes no assurances that any Units, Common Elements or Limited Common Elements built in any Convertible Real Estate, will be comparable in quality, materials and style with other Units, Common Elements, or Limited Common Elements on the Property or as to the size of Units or Limited Common Elements in any Convertible Real Estate being compatible with other Units or Limited Common Elements in the Property.

ARTICLE XIV

WARRANTIES

The warranty provided by this Declaration, as it pertains to Units and Limited Common Elements, shall exist for two years after the Unit is purchased from the Declarant or builder. The warranty with respect to Common Elements shall exist for two years, beginning when the Common element is completed, or with respect to any Common Element in any Convertible, when the first Unit therein is conveyed.

ARTICLE XV

DECLARANT'S RIGHTS

Any or all of the special rights and obligations of the Declarant set forth in this Declaration or the Bylaws may be transferred to other persons, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that contained herein or in the Bylaws, as applicable, and provided further, no such transfer shall be effective unless it is in a written instrument signed by the Declarant and duly recorded in the Recorder's Office.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration on the above date.

WITNESS:



RIVER BEND LIMITED PARTNERSHIP

By:



G. Robert Riahi, President of Millfield
Construction Company, the General Partner of
River Bend Limited Partnership

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF LANCASTER)

On this, the 3rd day of September, 2013, before me the undersigned individual, personally appeared G. Robert Riahi, who acknowledged himself to be President of Millfield Construction Company, the General Partner of River Bend Limited Partnership, and as such officer and being authorized to do so, executed the foregoing instrument for the purpose therein contained.

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



Notary Public

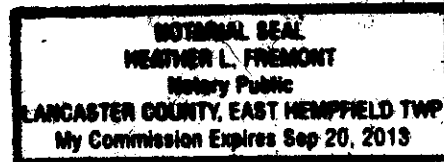


EXHIBIT "A"

THE PROPERTY



Policy No. O-5440-000101074
File No. 61302ST

OWNER'S POLICY
SCHEDULE A
(continued)

LEGAL DESCRIPTION

ALL THAT CERTAIN tract of land being situated on the north side of Northside Drive, in South Londonderry Township, Lebanon County, Pennsylvania, said tract of land being shown as a portion of Residual Lot "A", on a "Major Final Subdivision Plan for Springbrook Farms, Phase 4B", prepared by Lake, Roeder, Hillard & Associates, dated April 21, 2005, said plan being recorded in the Lebanon County Recorder of Deeds Office in Plan Book 62, Page 145, said tract being more particularly bounded and described as follows:

BEGINNING at a point on the eastern line of Palmyra Road, S.R. 3019, said point being located a distance of 31.0 feet east of the centerline of Palmyra Road, said point also being on line of lands of Daniel Darkes, said point being the southwest corner of the hereon described tract, as shown on the above referred to plan; thence along lands of Daniel Darkes, South 89 degrees 34 minutes 32 seconds East a distance of 135.00 feet to a rebar; thence continuing along lands of Daniel Darkes, lands of Clarence Sells, lands of Marvin and Betty Hoffer, lands of Frankie and Rena Conkle and lands of James and Sharon Bracale, respectively, North 00 degrees 30 minutes 36 seconds East a distance of 550.13 feet to a iron pipe; thence along lands of Michael and Sherry Lentz, North 00 degrees 30 minutes 55 seconds East a distance of 108.20 feet to a rebar; thence along lands of James and Joanne Stump, North 00 degrees 32 minutes 09 seconds East a distance of 107.89 feet to an iron pipe; thence along lands of Roger and Patricia Brant, North 00 degrees 27 minutes 05 seconds East a distance of 237.30 feet to an iron pipe, said pipe being a corner of lands of Robert and Kathleen Rock; thence along lands of Robert and Kathleen Rock, North 33 degrees 26 minutes 35 seconds East a distance of 28.35 feet to an angle iron, said angle iron being on line of lands of H. James and Jane Schroll; thence along lands of H. James and Jane Schroll the three following courses and distances: 1) South 58 degrees 42 minutes 40 seconds East a distance of 609.05 feet to a limestone; 2) South 45 degrees 19 minutes 01 second East a distance of 239.92 feet to a limestone; 3) South 38 degrees 03 minutes 12 seconds East a distance of 925.48 feet to a limestone, said limestone being on the northern right-of-way line of Northside Drive (lands of South Londonderry Township); thence along the northern line of Northside Drive the ten following courses and distances: 1) South 74 degrees 10 minutes 36 seconds West a distance of 37.70 feet to a point; 2) along a curve to the right, having a radius of 481.00 feet, an arc distance of 350.71 feet and a chord bearing North 84 degrees 56 minutes 07 seconds West a chord distance of 342.99 feet to a point; 3) North 84 degrees 02 minutes 51 seconds West a distance of 228.32 feet to a point; 4) along a curve to the left, having a radius of 561.00 feet, an arc distance of 249.95 feet, and a chord bearing North 76 degrees 48 minutes 42 seconds West a chord distance of 247.89 feet to a point; 5) North 89 degrees 34 minutes 32 seconds West a distance of 46.27 feet to a point; 6) North 78 degrees 15 minutes 57 seconds West a distance of 50.99 feet to a point; 7) North 89 degrees 34 minutes 32 seconds West a distance of 300.00 feet to a point; 8) North 72 degrees 52 minutes 35 seconds West a distance of 52.20 feet to a point; 9) South 00 degrees 00 minutes 00 seconds West a distance of 25.00 feet to a point; 10) North 89 degrees 34 minutes 32 seconds West a distance of 114.07 feet to a point, said point being the point of beginning of a curve connecting the northern line of Northside Drive to the eastern right-of-way line of Palmyra Road; thence along said curve to the right, having a radius of 25.00 feet, an arc distance of 39.27 feet and a chord bearing North 44 degrees 34 minutes 32 seconds West a chord distance of 35.36 feet to the point of beginning.

EXHIBIT "B"

CONVERTIBLE REAL ESTATE



Policy No. O-5440-000101074
File No. 81302ST

OWNER'S POLICY
SCHEDULE A
(continued)

LEGAL DESCRIPTION

ALL THAT CERTAIN tract of land being situated on the north side of Northside Drive, in South Londonderry Township, Lebanon County, Pennsylvania, said tract of land being shown as a portion of Residual Lot "A", on a "Major Final Subdivision Plan for Springbrook Farms, Phase 4B", prepared by Lake, Roeder, Hillard & Associates, dated April 21, 2005, said plan being recorded in the Lebanon County Recorder of Deeds Office in Plan Book 62, Page 145, said tract being more particularly bounded and described as follows:

BEGINNING at a point on the eastern line of Palmyra Road, S.R. 3019, said point being located a distance of 31.0 feet east of the centerline of Palmyra Road, said point also being on line of lands of Daniel Darkes, said point being the southwest corner of the hereon described tract, as shown on the above referred to plan; thence along lands of Daniel Darkes, South 89 degrees 34 minutes 32 seconds East a distance of 135.00 feet to a rebar; thence continuing along lands of Daniel Darkes, lands of Clarence Sells, lands of Marvin and Betty Hoffer, lands of Frankle and Rena Conkle and lands of James and Sharon Bracale, respectively, North 00 degrees 30 minutes 36 seconds East a distance of 550.13 feet to an iron pipe; thence along lands of Michael and Sherry Lentz, North 00 degrees 30 minutes 55 seconds East a distance of 108.20 feet to a rebar; thence along lands of James and Joanne Stump, North 00 degrees 32 minutes 09 seconds East a distance of 107.69 feet to an iron pipe; thence along lands of Roger and Patricia Brant, North 00 degrees 27 minutes 05 seconds East a distance of 237.30 feet to an iron pipe, said pipe being a corner of lands of Robert and Kathleen Rock; thence along lands of Robert and Kathleen Rock, North 33 degrees 28 minutes 35 seconds East a distance of 28.35 feet to an angle iron, said angle iron being on line of lands of H. James and Jane Schroll; thence along lands of H. James and Jane Schroll the three following courses and distances: 1) South 56 degrees 42 minutes 40 seconds East a distance of 509.05 feet to a limestone; 2) South 45 degrees 19 minutes 01 second East a distance of 239.92 feet to a limestone; 3) South 38 degrees 03 minutes 12 seconds East a distance of 925.48 feet to a limestone, said limestone being on the northern right-of-way line of Northside Drive (lands of South Londonderry Township); thence along the northern line of Northside Drive the ten following courses and distances: 1) South 74 degrees 10 minutes 36 seconds West a distance of 37.70 feet to a point; 2) along a curve to the right, having a radius of 481.00 feet, an arc distance of 350.71 feet and a chord bearing North 84 degrees 56 minutes 07 seconds West a chord distance of 342.99 feet to a point; 3) North 84 degrees 02 minutes 51 seconds West a distance of 228.32 feet to a point; 4) along a curve to the left, having a radius of 561.00 feet, an arc distance of 249.95 feet, and a chord bearing North 76 degrees 48 minutes 42 seconds West a chord distance of 247.89 feet to a point; 5) North 89 degrees 34 minutes 32 seconds West a distance of 46.27 feet to a point; 6) North 78 degrees 15 minutes 57 seconds West a distance of 50.99 feet to a point; 7) North 89 degrees 34 minutes 32 seconds West a distance of 300.00 feet to a point; 8) North 72 degrees 52 minutes 35 seconds West a distance of 52.20 feet to a point; 9) South 00 degrees 00 minutes 00 seconds West a distance of 25.00 feet to a point; 10) North 89 degrees 34 minutes 32 seconds West a distance of 114.07 feet to a point, said point being the point of beginning of a curve connecting the northern line of Northside Drive to the eastern right-of-way line of Palmyra Road; thence along said curve to the right, having a radius of 25.00 feet, an arc distance of 39.27 feet and a chord bearing North 44 degrees 34 minutes 32 seconds West a chord distance of 35.36 feet to the point of beginning.

EXHIBIT "C"

ADDITIONAL REAL ESTATE



Policy No. O-5440-000101074
File No. 81302ST

OWNER'S POLICY
SCHEDULE A
(continued)

LEGAL DESCRIPTION

ALL THAT CERTAIN tract of land being situated on the north side of Northside Drive, in South Londonderry Township, Lebanon County, Pennsylvania, said tract of land being shown as a portion of Residual Lot "A", on a "Major Final Subdivision Plan for Springbrook Farms, Phase 4B", prepared by Lake, Roeder, Hillard & Associates, dated April 21, 2005, said plan being recorded in the Lebanon County Recorder of Deeds Office in Plan Book 82, Page 145, said tract being more particularly bounded and described as follows:

BEGINNING at a point on the eastern line of Palmyra Road, S.R. 3019, said point being located a distance of 31.0 feet east of the centerline of Palmyra Road, said point also being on line of lands of Daniel Darkes, said point being the southwest corner of the hereon described tract, as shown on the above referred to plan; thence along lands of Daniel Darkes, South 89 degrees 34 minutes 32 seconds East a distance of 135.00 feet to a rebar; thence continuing along lands of Daniel Darkes, lands of Clarence Sells, lands of Marvin and Betty Hoffer, lands of Frank and Rena Conkle and lands of James and Sharon Bracale, respectively, North 00 degrees 30 minutes 36 seconds East a distance of 550.13 feet to a iron pipe; thence along lands of Michael and Sherry Lentz, North 00 degrees 30 minutes 55 seconds East a distance of 108.20 feet to a rebar; thence along lands of James and Joanne Stump, North 00 degrees 32 minutes 09 seconds East a distance of 107.89 feet to an iron pipe; thence along lands of Roger and Patricia Brant, North 00 degrees 27 minutes 05 seconds East a distance of 237.30 feet to an iron pipe, said pipe being a corner of lands of Robert and Kathleen Rock; thence along lands of Robert and Kathleen Rock, North 33 degrees 26 minutes 35 seconds East a distance of 28.35 feet to an angle iron, said angle iron being on line of lands of H. James and Jane Schroll; thence along lands of H. James and Jane Schroll the three following courses and distances: 1) South 58 degrees 42 minutes 40 seconds East a distance of 809.05 feet to a limestone; 2) South 45 degrees 19 minutes 01 second East a distance of 239.92 feet to a limestone; 3) South 38 degrees 03 minutes 12 seconds East a distance of 925.48 feet to a limestone, said limestone being on the northern right-of-way line of Northside Drive (lands of South Londonderry Township); thence along the northern line of Northside Drive the ten following courses and distances: 1) South 74 degrees 10 minutes 36 seconds West a distance of 37.70 feet to a point; 2) along a curve to the right, having a radius of 481.00 feet, an arc distance of 350.71 feet and a chord bearing North 84 degrees 58 minutes 07 seconds West a chord distance of 342.99 feet to a point; 3) North 64 degrees 02 minutes 51 seconds West a distance of 228.32 feet to a point; 4) along a curve to the left, having a radius of 561.00 feet, an arc distance of 249.95 feet, and a chord bearing North 76 degrees 48 minutes 42 seconds West a chord distance of 247.89 feet to a point; 5) North 89 degrees 34 minutes 32 seconds West a distance of 46.27 feet to a point; 6) North 78 degrees 15 minutes 57 seconds West a distance of 50.99 feet to a point; 7) North 89 degrees 34 minutes 32 seconds West a distance of 300.00 feet to a point; 8) North 72 degrees 52 minutes 35 seconds West a distance of 52.20 feet to a point; 9) South 00 degrees 00 minutes 00 seconds West a distance of 25.00 feet to a point; 10) North 89 degrees 34 minutes 32 seconds West a distance of 114.07 feet to a point, said point being the point of beginning of a curve connecting the northern line of Northside Drive to the eastern right-of-way line of Palmyra Road; thence along said curve to the right, having a radius of 25.00 feet, an arc distance of 39.27 feet and a chord bearing North 44 degrees 34 minutes 32 seconds West a chord distance of 35.36 feet to the point of beginning.

Exhibit "D"

Encumbrances existing prior to Declaration

1. Rights granted to Metropolitan Edison Company as set forth in the following:
 - Misc. Book S, Volume 2, page 437
 - Misc. Book B, Volume 3, page 536
 - Misc. Book W, Volume 2, page 449
 - Misc. Book W, Volume 2, page 450
2. Rights granted to Pennsylvania American Water Company in a Deed of Easement and Right of Way as set forth in Record Book 249, page 439 and Record Book 2007, page 3504
3. Rights granted to UGI Utilities, Inc. as set forth in Record Book 2035, page 9158 and Record Book 2063, page 6637
4. Setback lines and drainage easements as set forth in the following:
 - Subdivision Plan Book No. 50, pages 82, 82A, 82B, 82C, and 82D
 - Subdivision Plan Book No. 62, pages 145 - 147
 - Subdivision Plan Book No. 75, pages 187 - 198



COUNTY OF LEBANON
RECORDER OF DEEDS
Donna J. Lutz, Recorder
400 South 8th Street Room 107
Lebanon, Pennsylvania 17042-6794

Instrument Number - 201314181
Recorded On 9/6/2013 At 2:55:16 PM
* Instrument Type - DECLARATION
Invoice Number - 236964
* Grantor - RIVER BEND LIMITED PARTNERSHIP
* Grantee - WINDERMERE

Book - 2190 Starting Page - 7320
* Total Pages - 29

*** FEES**


STATE WRIT TAX	\$0.50
RECORDING FEES -	\$61.00
RECORDER OF DEEDS	
PARCEL CERTIFICATION	\$10.00
FEE	
COUNTY ARCHIVES FEE	\$2.00
ROD ARCHIVES FEE	\$3.00
TOTAL PAID	\$76.50

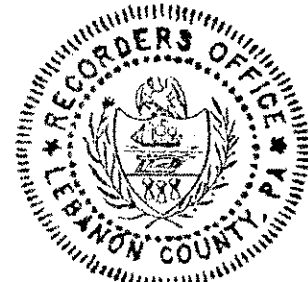
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Donna J. Lutz
Recorder of Deeds



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