

54899  
RECEIVED

2003 OCT -9 0 2:53

RECORDERS OFFICE  
COUNTY OF DAUPHIN  
PENNSYLVANIATHE TOWNES AT HERSHEY ROAD, a Planned CommunityDECLARATION OF COVENANTS AND EASEMENTS

THIS DECLARATION OF COVENANTS AND EASEMENTS (the "Declaration") is made and executed this 2nd day of October, 2003, by MTF ASSOCIATES, INC., a Pennsylvania corporation, having an office at 4701 North Front Street, Harrisburg, Pennsylvania 17110 (the "Declarant")

Background:

Declarant is the owner of certain real property (the "Property") more particularly described by the metes and bounds description attached hereto as Exhibit "A" and shown on the Final Plan and Subdivision Land Development Plan (as defined below) attached hereto as Exhibit "B" and made a part hereof. The Declarant desires to submit the Property, including all easements, rights and appurtenances thereto, to the provisions of the Uniform Planned Community Act, Act 180 of 1996, 68 Pa.C.S.A. §101, et seq (the "Act"). Declarant desires to create thereon a residential townhouse community to be named The Townes at Hershey Road, a planned community (hereinafter simply referred to as the "Townes") with permanent Common Facilities (as hereinafter defined) for the use, enjoyment and recreation of the residents of the Townes. The Townes shall consist of a total of seventy-nine (79) Units, with such Units being developed in two (2) separate phases, as shown on the Final Subdivision Plan of The Townes at Hershey Road, prepared by Dauphin Engineering Company and recorded in the Recorder of Deeds Office in and for Dauphin County at Book J, Vol. 8, Page 11 (the "Final Plan").

The Declarant also desires to insure the attractiveness of the homes within the Townes, to prevent nuisance, to preserve, protect and enhance the value and amenities of the Townes, and to provide for the maintenance of the Common Facilities (as hereinafter defined) and certain portions of the Units; and, to accomplish these purposes, desires to subject the Property to the covenants, conditions, restrictions, easements, charges and liens, hereinafter set forth for the benefit of the Property, the Association (as hereinafter defined) and each Owner (as hereinafter defined) thereof.

Declarant has deemed it desirable, for the efficient preservation, protection and enhancement of the values and amenities in the Townes, to create an Association to which shall be delegated and assigned the powers of maintaining and administering the Common Facilities, administering and enforcing these covenants and restrictions, and collecting and disbursing the assessments and charges hereinafter created. Declarant will incorporate a non-profit corporation to serve as the Association for the purpose of exercising the powers and functions aforesaid within the Townes upon recording of this Declaration.

NOW, THEREFORE, Declarant hereby declares, subject to the terms hereof, that the Property is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens, hereinafter set forth.

## ARTICLE I

### DEFINITIONS

Section 1. "Association" shall mean and refer to the non-profit corporation with the name of "The Townes at Hershey Road Homeowners Association", its successors and assigns, incorporated by the Declarant for the purpose of exercising the powers and functions set forth herein.

Section 2. "Common Facilities" shall mean all real property managed, administered and maintained by the Association for the common use and enjoyment of the Owners. Notwithstanding the foregoing, the term "Common Facility" does not include a Unit or those portions of the Unit which the Association has agreed to maintain, as hereinafter provided.

Section 3. "Common Expense" shall mean all expenditures made by or financial liabilities of the Association, together with any allocations to reserves, and includes but is not limited to the following:

- (a) the expenses as set forth in Article V;
- (b) the expenses for the maintenance obligations set forth in Article VII;
- (c) other expenses declared Common Expenses by this Declaration or by the Bylaws;
- (d) expenses agreed upon as Common Expenses by the Association and lawfully assessed against the Owners in accordance with this Declaration or the Bylaws;
- (e) expenses of management and administration of the Association, including without limitation, compensation of all employees, managers, accountants, attorneys and other personnel hired by the Association whether as employees, independent contractors or otherwise; and
- (f) expenditures made or liabilities incurred by or on behalf of the Association, together with any allocations to reserves.

Section 4. "Declarant" shall mean and refer to MTF Associates, Inc., a Pennsylvania corporation, and its successors and assigns (or any person and/or entity which shall

acquire any portion of the Townes which has not been subdivided into Units from the Declarant for the purpose of development); provided, however, that an assignee of the Declarant shall be deemed a Declarant only with respect to that portion of the Townes, conveyed to such assignee by a deed of conveyance which specifically grants to the assignee the rights of a Declarant and sets forth the number of Class B votes, as hereinafter set forth, which said assignee may be entitled to exercise.

Section 5. "Townes" shall mean the "The Townes at Hershey Road, a planned community" and shall be comprised of that certain real property located in West Hanover Township, Dauphin County, Pennsylvania and described in Exhibit "A" and shown on the Final Plan attached as Exhibit "B".

Section 6. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Unit, including contract sellers, but excluding mortgagees or others having such interests merely as security for the performance of an obligation; provided that the Declarant shall be an "Owner" of only those Units to which the Declarant has title and on which a townhouse is constructed and occupied as a residence.

Section 7. "Total Annual Assessment Amount" shall mean an annual estimated amount, established by the Executive Board (as defined herein) each fiscal year of the Association and set forth in the annual budget, of the total costs which shall be required to fulfill the purposes of the Annual Assessment, set forth in Article V, Sections 3 and 4.

Section 8. "Unit" shall mean and refer to the individual lots of land within the Townes upon which a townhouse shall be constructed by the Declarant. The Units in the Townes are designated and described on the Final Plan, attached as Exhibit "B". The Units do not include the Common Facilities. Unless expressly provided otherwise, "Unit" shall not include the townhouse and other improvements constructed on the Unit and shall have the same meaning as a "Unit" under the Act.

## ARTICLE II

### NAME OF PLANNED COMMUNITY AND PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Name and Location. The official name of the planned community shall be "The Townes at Hershey Road, a planned community".

Section 2. Subject Property. Subject to the terms hereof, the Property (all of which is located in West Hanover Township, Dauphin County, Pennsylvania) which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration, is described by a metes and bounds description attached hereto as Exhibit "A" and shall include the individual Units, the boundaries of which are set forth in the Final Plan, and all easements, rights and appurtenances

thereunto and improvements erected or to be erected thereon. All of the Property is and shall be subject to the Act.

### ARTICLE III

#### PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of use and enjoyment in and to the Common Facilities which shall be appurtenant to and shall pass with the title to every Unit, subject to the following:

(a) The right of the Association to suspend the voting rights and the right to use the Common Facilities or any facility thereon by an Owner for any period during which any assessment made under this Declaration against the Owner's Unit remains unpaid, and for a period not to exceed 60 days for any infraction of the published rules of the Association, if any.

(b) The right of the Association to dedicate, transfer or subject to an easement or license all or any part of the Common Facilities or any other portion of the Property to any public agency, authority or other third party for such purposes and subject to such conditions as may be agreed upon by the Members (as defined herein). No such dedication or transfer shall be effective unless an instrument signed by eighty percent (80%) of each class of Members agreeing to such dedication or transfer is recorded. The effect of such declaration or transfer shall be to terminate the provisions of, and rights and obligations of all parties bound by this Declaration with respect to such dedicated or transferred area.

(c) The right of the Association to borrow money for the purpose of improving the Common Facilities and in aid thereof, to mortgage the Common Facilities and the rights of such mortgagee in the Common Facilities shall be subordinate to the rights of the Owners hereunder. No such mortgage can be granted unless an agreement is signed by eighty percent (80%) of each class of Members agreeing to such mortgage is recorded.

(d) The right of the Association to take such steps as are reasonably necessary to protect the mortgaged Common Facilities against foreclosure.

(e) The right of the Association to charge reasonable assessments and other fees for the use of the Common Facilities.

(f) The right of the Declarant, and of the Association, to grant and reserve easements and rights-of-way through, under, over and across the Common Facilities, with or without limitation as to the location thereof within the Common

Facilities, for purposes of installing, maintaining, repairing, replacing and inspecting all lines and appurtenances for public or private water, sewer, drainage, and utilities, with the right of the grantees of such easements to have full access over and across all portions of the Common Facilities consistent with the full exercise and enjoyment of such easements and rights-of-way.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-laws of the Association, the Owner's right of enjoyment to the Common Facilities and any facility thereon to the members of the Owner's family, the Owner's tenants, or contract purchasers who reside on a Unit.

Section 3. Easements of Ingress, Egress and Regress. Each Owner of a Unit, the members of Owner's family, the Owner's tenants and all contract purchasers who reside on a Unit and their respective guests and invitees shall have a right and easement of ingress, egress and regress over and across those portions of the Common Facilities as shall be from time to time improved by walkways or pathways, subject to the right of the Association to specify that such right and easement over certain of such areas shall be limited to pedestrian traffic and/or bicycle traffic, as the case may be. Such easement and right, subject as aforesaid, shall be appurtenant to and shall pass with the title to every Unit.

Section 4. Declarant's Easement for Construction. The Declarant specifically reserves the right and privilege without hindrance to go upon any and all of the Property for purposes of construction, reconstruction, maintenance, repair, renovation, replacement or correction of the Units (including without limitation to change the grade of grounds and/or to install drainage control devices so as to control possible drainage and/or run off of storm water in connection with the development of the Property or any adjacent land). The Declarant agrees to indemnify and hold the Association and/or Unit Owner harmless from liabilities resulting from the exercise of this easement. The Declarant shall repair any damages to the Common Facilities and/or a Unit resulting from Declarant's exercise of this easement within a reasonable time after the completion of the project and its sales of the Units. This easement shall be appurtenant and shall pass with title to every Unit. The rights hereby reserved for the Declarant shall last for a period of five (5) years after the Declarant has conveyed the last Unit to a third party, other than a successor Declarant. This section shall not be amended without the prior written consent of the Declarant.

Section 5. Unit Easements. Each Unit shall be and is hereby made subject to the following easements:

- (a) In favor of the Association or its designee for inspection of the Units, for the purposes of verifying of performance by Owners of all items of maintenance and repair for which they are responsible, for inspection of the building situated on or assessable from such Unit, for correction of emergency conditions in each Unit or casualties to such Unit, for necessary repair and replacement in the buildings, to abate any violation of law, orders, rules or regulations of any governmental

authorities having jurisdiction, to correct any condition which violates the provisions of any mortgage, for performance of any maintenance required to be completed by the Association hereunder and for such other purpose as may be reasonably required to carry out its duties, it being understood and agreed that the Association and its agents shall take reasonable steps to minimize any interference with an Owner's use of his or her Unit resulting from the Association's exercise of the foregoing right pursuant to this Section or any other provision of this Declaration.

(b) In favor of the Units benefitted, for the installation, repair, maintenance, use, removal and/or replacement of pipes, ducts, and all other utility lines and conduits which are part of any building and are in common use by all contiguous Units and which pass across or through a portion of a Unit.

(c) There is hereby granted a blanket easement to the Association or its officers, agents and employees and to all policemen, firemen, ambulance personnel and all other similar persons to enter upon the Property or any part thereof in the proper performance of their respective duties and for repair and maintenance as is required by this Declaration. Except in the event of emergencies, the rights accompanying the easements provided for in this paragraph shall be exercised only during reasonable daylight hours and then, whenever practicable, only after advance notice to and with the permission of the Owner or Owners directly affected thereby (except when conducting routine maintenance and repair) and shall not waive any Owner's constitutional rights with regard to unreasonable search or seizure.

(d) If a Unit shall encroach upon any Common Facility or upon any other Unit by reason of original construction or a cause other than the purposeful or negligent act or omission of the Unit Owner, then an easement appurtenant to such encroaching Unit, to the extent of such encroachment, shall exist for so long as such encroachment shall exist. In the event a building is partially or totally destroyed, and then rebuilt, encroachment upon the Common Facility and/or Units, as and to the extent described above, shall be permitted, and a valid easement for said encroachments and the maintenance thereof shall exist for so long as such encroachment continues to exist.

Section 6. Additional Easements. Each Unit shall be and is hereby made subject to all other easements affecting the Townes which are set forth in the Final Plan including, but not limited to, the easements for the location of postal boxes and the signs for the Townes. Additionally, each Unit shall be and is hereby made subject to those easements and licenses of record and affecting the Property, including, the following:

1. Terms and conditions of Plan Book B, Volume 2, Page 64; Plan Book M, Volume 2, Page 6; Plan Book E, Volume 2, Page 95; Plan Book H, Volume 2, Page 76; Plan Book O, Volume 2, Page 82; Plan Book S, Volume 3, Page 15;

Plan Book A, Volume 3, Page 81; Plan Book L, Volume 5, Page 85; and Plan Book Z, Volume 5, Page 22.

2. Rights granted to Pennsylvania Power and Light Co. as set forth in Misc. Book Z, Volume 4, Page 144.
3. Right of Way for ingress, egress and regress as set forth in Misc. Book V, Volume 9, Page 81.
4. Declaration of Easement for private drive as set forth in Record Book 582, Page 175.
5. Deed of Easement as set forth in Record Book 4382, page 603.
6. Under and subject to public and private rights to Route 39 and Township Road T-465.

Section 7. Easements Appurtenant. All easements and rights described and mentioned in this Declaration are easements appurtenant, running with the Property, Units and Common Facilities, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding upon Declarant, its successors and assigns, the Association, the Executive Board, any Owner, purchaser, mortgagee, lessee, occupant and any other person having an interest in the Property, Units, Common Facilities or any portion thereof.

#### ARTICLE IV

##### MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every Owner of a Unit shall be a voting member (the "Member(s)") of the Association upon taking fee title to a Unit. Membership shall include a legally binding obligation by an Owner to comply with and be bound by the Articles of Incorporation, the Bylaws and amendments thereto, this Declaration, and the policies, rules and regulations adopted at any time by the Association in accordance with the Bylaws and this Declaration. Membership in the Association shall terminate contemporaneously with such Member ceasing to be an Owner of a Unit. Membership shall be appurtenant to and may not be separated from ownership of any Unit which is subject to assessment. The Members of the Association shall be comprised of the Class A Members and the Class B Members.

Section 2. Voting Rights; Classes. The Association shall have two classes of voting membership:

Class A. Class A Members shall be Owners and shall be entitled to one (1) vote for each Unit owned. When more than one (1) person is the Owner of any Unit, all such persons shall be Members. The vote for such Unit shall be exercised

as they among themselves determine, but in no event shall more than one (1) Class A membership vote be cast with respect to any Unit. The Class A Members shall not include the Declarant unless and until his Class B membership shall cease and be converted to Class A membership as hereinafter provided.

**Class B.** The Class B Member shall be the Declarant and shall be entitled to fifty (50) votes. The Class B membership together with the fifty (50) votes (or any additional Class B votes as hereinafter provided) shall cease and be converted to Class A membership with the right to one vote for each Unit owned as aforesaid on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes then outstanding in the Class B membership, or

(b) On October 1, 2008.

All votes shall be cast in person or by proxy registered with the Secretary of the Association. The Executive Board is authorized to establish procedures for voting by mail.

As permitted by and subject to Section 5303 of the Act, and notwithstanding anything also to the contrary contained herein, the Declarant reserves the right, until October 1, 2008 or until voluntarily surrendered by the Declarant, to appoint all members of the Executive Board.

**Section 3. Executive Board.** Subject to the provisions of Section 5303 of the Act, an Executive Board (the "Executive Board") shall be established pursuant to the Bylaws to be adopted by the Association, which Executive Board shall be empowered to make, establish, promulgate, amend or repeal rules and regulations from time to time (including, but not limited to establishing the frequency and criteria for lawn mowing and snow removal) and to perform those actions permitted by the Act. The Executive Board shall propose and approve the annual budget for the Townes thirty (30) days prior to the end of the Townes' fiscal year and shall establish the Total Annual Assessment Amount. The Executive Board shall provide a copy of the budget to all Owners of a Unit. Thereafter, the Members, by a majority of the total votes (Class A and Class B, combined), may reject the budget or any particular capital expenditure.

**Section 4. Liability of Board Members, Declarant and Employees.** Neither any member of the Executive Board, the Declarant, nor any employees of the Association shall be personally liable to any Owner, or to any other party, for any damage, loss or prejudice suffered or claimed on account of any act or omission of the Association, the Declarant, the Executive Board, or any other representatives or employees of the Association; and the Association shall indemnify and hold harmless such board member, Declarant, or other person from any and all claims and demands and expenses (including reasonable counsel fees) arising by reason of any alleged



wrongful act or omission, in accordance with the Association's Bylaws. Nothing contained herein shall be construed to limit the liability of the Association.

## ARTICLE V

### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Unit (and any lot owned by the Declarant on which a townhouse is constructed and occupied as a residence), whether or not it shall be so expressed in the deed to such Unit, is deemed to covenant and agree to pay to the Association: (1) an Annual Assessment (2) Special Assessments for capital improvements, (3) Supplemental Assessments and (4) Extra Assessments, all such Assessments to be established and collected as hereinafter provided (the Annual, Special, Supplemental and Extra Assessments are collectively referred to as "Assessments"). Each Owner or a Unit shall also be deemed to agree to pay an Initiation Fee to the Association in the amount of One Hundred Dollars (\$100.00) upon conveyance of a Unit from the Declarant to the Owner. The Assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Unit (including all improvements thereon) against which each such Assessment is made. Each Assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of the Unit at the time when the Assessment became effective. The personal obligation for delinquent Assessments shall not pass to an Owner's successor in title unless expressly assumed by it and consented to in writing by the Association.

Section 2. Purpose of Assessments. The Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the Owners of Units, for the restoration, improvement, maintenance and insurance of the Common Facilities, and certain portions of the Units identified in Article V, Section 3 and Article VII, below and all services and facilities relating to the use and enjoyment thereof.

Section 3. Annual Assessments for Common Expenses. The Association shall levy and collect, in each fiscal year, an Annual Assessment, as determined herein, upon each Unit to provide revenues to pay all Common Expenses, including among other things, the following:

- (a) Installation, construction, repair and maintenance of the Common Facilities, and repair and maintenance of the exterior siding, soffits and trim of the townhouses constructed on the Units.
- (b) A proportionate share of the costs associated with the installation, construction, repair and maintenance of any detention basin or basins located within and/or outside of the Property but servicing the Townes (solely or jointly with other lands or residential developments), and any passive recreation areas or other areas or

facilities partially or completely located inside and/or outside of the Property but serving the Townes in whole or in part.

(c) Lawn care of Units and yards as originally landscaped by Declarant (excluding yard areas enclosed by fences and additional landscaping materials installed by an Owner). Maintenance, repair, replacement, reconstruction, snow and ice removal, and cleaning of driveways and sidewalks of Units and pathways, walkways and parking areas of Common Facilities (provided that the Association shall not be responsible for the repair of damage to sidewalks resulting from the application of salt or other snow or ice melting substances to the sidewalk surface by an Owner or an Owner's lessee, agent, contractor or invitee). Maintenance, repair, and replacement of the postal boxes and entrance signage and landscaping.

(d) Trash and refuse collection with respect to common receptacles in the Common Facilities. Snow removal, landscaping, vermin extermination, or other similar services, if any, provided to the Common Facilities. Electricity and other utility services provided to the Common Facilities. All trash collection, refuse and garbage removal provided to a Unit shall be the responsibility of the Owner of such Unit and shall in no event be the responsibility of the Association. Each Unit is separately metered for electricity and gas and other utilities and each Owner shall be responsible for utility charges for the utilities utilized on the Owner's Unit.

(e) Comprehensive liability insurance coverage, covering liability for loss or damage to persons or property, insuring to the extent available, the Owners, the Declarant and the Association against any liability to the public or to Owners, their tenants or invitees, relating in any way to the ownership, maintenance, administration and/or use of the Common Facilities or those portions of the Units required to be maintained by the Association herein and/or any part thereof; limits of liability shall be at least One Million Dollars (\$1,000,000) per occurrence. The scope and amount of coverage of all liability insurance policies shall be reviewed at least once each year by the Executive Board and may be increased in its discretion.

(f) Fire and extended coverage insurance covering damage to any structures or similar insurable property which is part of the Common Facilities and personal property owned by the Association and such workmen's compensation insurance and other such insurance as the Executive Board may deem advisable.

(g) Management fees and salaries or such expenses as the Association may deem necessary or desirable for the operation and maintenance of the Common Facilities and otherwise determined by the Association in fulfilling its obligations under this Declaration or under the Act.

(h) Legal, accounting, engineering or other professional fees and administrative costs necessary and proper for any one or more of: operation and

maintenance of the Common Facilities, conduct of the affairs of the Association, or enforcement of the Declaration, or any rules and regulations, or enforcement of and/or compliance under the Act.

(i) Officers and directors liability insurance and fidelity bonds as the Association may deem necessary or advisable.

(j) Maintenance, improvements and additions to the Common Facilities and/or those portions of the Units required to be maintained by the Association herein, as the Association may deem necessary or proper, as well as any materials supplies, labor, services, structural alterations, insurance and tax assessments which apply thereto and/or which the Association is required to secure or pay by law, by this Declaration or which the Executive Board deems necessary or proper in its discretion.

(k) Mechanics and materialmen's liens arising as a result of the Association's maintenance responsibilities hereunder.

(l) Real estate, sale and use and all other taxes or other governmental charges due or paid with respect to use, ownership or occupancy of the Common Facilities.

(m) Amounts necessary to recover any deficits from operations of the Association in prior years.

(n) Adequate reserves, as determined by the Executive Board for: (i) repair, replacement or depreciation of the Common Facilities, or any portion thereof and other portion of the Units which the Association is obligated to repair and maintain; (ii) uncollectible accounts and (iii) any other contingency for which a reserve account reasonably may be established pursuant to sound accounting practices.

Section 4. Annual Assessment. Each Unit in each fiscal year shall be assessed (the "Annual Assessment") a proportionate share per Unit of the Total Annual Assessment Amount based upon the number of Units which have been conveyed by Declarant or leased by the Declarant to another party (other than the sale of Special Declarant Rights under the Act). For example, if the Declarant has conveyed ten (10) Units, then each Owner would be assessed one-tenth (1/10th) of the Total Annual Assessment. The Annual Assessment for any Owner owning a Unit for less than a full year shall be apportioned on a monthly, weekly or daily basis as determined by the Executive Board of the Association. Notwithstanding the foregoing, in no event shall the Annual Assessment exceed Eight Hundred Twenty-Eight Dollars (\$828), subject to an annual increase based on increases in the Consumer Price Index (United States, Bureau of Labor Statistics Consumer Price Index for All Items - All Urban Wage Earners and Clerical Workers for the Philadelphia Area), until 75% of the Units are sold by the Declarant.

Section 5. Special Assessments for Capital Improvements. In addition to the Annual Assessment authorized above, the Association may levy, in any fiscal year, a special assessment (the "Special Assessment") applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Facilities and those portions of the Units which the Association is obligated to maintain; provided, that any such assessment shall have the consent of one-half (1/2) of the votes of the Members of the Association who are voting in person or by proxy at a meeting duly called for this purpose (the "Special Assessment"). For each Unit purchased, an Owner shall be assessed the Owner's proportionate share of the total amount of the Special Assessment determined in the same manner as the Owner's Annual Assessment is determined under Section 4.

Section 6. Supplemental Annual Assessments. If the Total Annual Assessment Amount shall prove to be insufficient to pay the actual Common Expenses for such fiscal year for any reason including (by way of illustration and not limitation) any Owner's nonpayment of his or her assessment, the Board may, at any time it deems necessary and proper, levy a supplemental assessment (the "Supplemental Assessment"). In the event such Supplemental Assessment is required because of the failure of one or more Owners to promptly pay an Annual Assessment, the Supplemental Assessment may be determined based upon the anticipated failure of such defaulting Owner or Owners to pay his or her share of such Supplemental Assessment. Each Unit shall be assessed Owner's proportionate share of the total amount of the Supplemental Assessment in the same manner as the Owner's Annual Assessment is determined under Section 4.

Section 7. Billing Annual, Special and Supplemental Assessments. Annual Assessments are due and payable on the first day of each fiscal year; provided, however, that Annual Assessments may be billed in monthly, quarterly or any other periodic installments as may be determined by the Executive Board. Special and Supplemental Assessments are due and payable within fifteen (15) days of the date of mailing of such Assessment; provided, however, that the Executive Board may determine that such Special and/or Supplemental Assessment may be billed in monthly, quarterly or any other periodic installment.

Section 8. Failure of Executive Board to Determine Annual Assessment. If an Annual Assessment for any fiscal year is not determined before the expiration of the previous fiscal year, the Owners shall continue to pay the same sums and in the same installment as they were paying in the fiscal year just ended as if such sums were the new Annual Assessment, and such failure to fix a new Annual Assessment shall not constitute a waiver, modification or release of any Owner's obligation. If the Association shall change the Annual Assessment at a later date due to the fact that the Association failed to determine an Annual Assessment prior to the expiration of the prior fiscal year, an increase in the Annual Assessment as a result of such new assessment shall be treated as if it were a Supplemental Assessment hereunder and be retroactive to the beginning of the fiscal year.

Section 9. Fiscal Year. The fiscal year of the Association shall be the calendar year unless otherwise determined by the Board.

Section 10. Extra Assessments. The Board shall have the authority to fix, determine, assess and collect Extra Assessments for the following purposes:

(a) Any expenditure which the Association shall be required to make for the maintenance of all or any part of the Common Facilities or part of a Unit for which the Association has maintenance responsibility because of any injury thereto or misuse thereof by one or more Owners or their tenants, guests, invitees or licensees or resulting from theft or in damage to any portion of the Common Facilities shall be assessed as an Extra Assessment against the Unit owned by the Owner or Owners responsible for such injury, loss or misuse, or whose tenants, guests, invitees or licensees caused such injury, loss or misuse.

(b) If the Association shall have made any expenditures on behalf of any Owner or Owners for any reason deemed necessary by the Board, the Board shall levy such expenditures as an Extra Assessment solely upon the Unit owned by the Owner or Owners benefitted or who is responsible for the expenses. Such Extra Assessments shall be levied promptly, and the debt arising from such Extra Assessment shall be treated and due in the same manner as set forth above.

Section 11. Effect of Nonpayment of Assessments; Remedies of the Association. Any Assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of fifteen percent (15%) per annum to be compounded daily. The Association may bring an action at law against the Owner personally obligated to pay the Assessment or an action to foreclose the lien against such Owner's Unit. In addition the Owner shall likewise be responsible for payment of reasonable attorneys fees and costs if the Assessment and interest is more than sixty (60) days in default. If the Board has provided for collection of Assessments in installments, the Board may accelerate payment and declare the entire balance of said Assessment due and payable in full. In the event of a delinquency in the payment of any Assessment when due, the Board shall have the right to accelerate and call due any Assessments which will become due and payable within the next succeeding twelve (12) month period. The Board may notify any institution or their lender holding a mortgage lien on such Unit of the non-payment of Assessments. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Facility or abandonment of his Unit, or any other reason. The obligation to pay Assessments is absolute and unconditional and shall not be subject to counterclaims or set offs.

Section 12. POWER TO CONFESS JUDGMENT TO COLLECT DELINQUENT ASSESSMENTS. AS A MEANS OF ENFORCING THE OBLIGATION OF THE OWNERS TO PAY ALL ASSESSMENTS LEVIED PURSUANT TO THIS DECLARATION, THE BOARD SHALL HAVE THE RIGHT AND POWER TO OBTAIN A JUDGMENT OR JUDGMENTS FOR DELINQUENT ASSESSMENTS BY CONFESSION AGAINST THE OWNER AGAINST WHO SUCH DELINQUENT ASSESSMENTS HAVE BEEN LEVIED. ACCORDINGLY, EACH OWNER SHALL BE DEEMED TO HAVE APPOINTED ANY ONE OR MORE MEMBERS OF THE

EXECUTIVE BOARD (DURING SUCH MEMBER'S TERM OF OFFICE) AS THE ATTORNEY-IN-FACT FOR SUCH OWNER TO CONFESS JUDGMENT AGAINST SUCH OWNER IN ANY COURT OF COMPETENT JURISDICTION IN THE COMMONWEALTH OF PENNSYLVANIA FOR ANY DELINQUENT ASSESSMENT OR ASSESSMENTS, FOR THE PURPOSE OF WHICH A COPY OF THIS SECTION AND A COPY OF THE OWNER'S DEED TO HIS OR HER UNIT (BOTH VERIFIED BY THE AFFIDAVIT OF ANY MEMBER OF THE EXECUTIVE BOARD) SHALL BE SUFFICIENT WARRANT. THE AUTHORITY HEREIN GRANTED TO CONFESS JUDGMENT SHALL NOT BE EXHAUSTED BY ANY EXERCISE THEREOF BUT SHALL CONTINUE AND BE EFFECTIVE AT ALL TIMES WITH RESPECT TO EACH AND EVERY DELINQUENT ASSESSMENT. SUCH AUTHORITY TO CONFESS JUDGMENT AND THE AFORESAID APPOINTMENT OF ATTORNEYS-IN-FACT, BEING FOR SECURITY, SHALL BE IRREVOCABLE. THE EXECUTIVE BOARD SHALL NOT EXERCISE ITS RIGHTS TO OBTAIN A JUDGMENT BY CONFESSION AGAINST ANY INSTITUTIONAL LENDER WHO HAS ACQUIRED TITLE TO A UNIT BY FORECLOSURE SALE OR DEED OR ASSIGNMENT IN LIEU OF FORECLOSURE, NOR SHALL SUCH RIGHT BE EXERCISED AGAINST ANY OWNER EXCEPT AFTER THE EXECUTIVE BOARD SHALL HAVE GIVEN THE DELINQUENT OWNER AT LEAST TEN (10) DAYS' NOTICE OF ITS INTENTION TO DO SO.

Section 13. Subordination of the Lien to Mortgages. The lien of the Assessment provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the Property, or any part thereof subject to the Assessment. Sale or transfer of any Unit will not affect the Assessment lien provided, however, that the sale or transfer of any Unit pursuant to mortgage foreclosure or any other proceeding in lieu of foreclosure shall extinguish the lien of such Assessments as to payments which became due during the six-month period immediately preceding such sale or transfer but only to the extent that the six-month's unpaid Assessments are paid out of the proceeds of the sale. The lien of such Assessments as to payments which become due prior to the six-month period immediately preceding such sale will be fully extinguished, whether or not the proceeds of the judicial sale are adequate to pay such Assessments; provided, however, to the extent that the proceeds of the sale are sufficient to pay all liens, and the Assessments made during the six-month period prior to the sale, then any remaining proceeds shall be paid to any other claimant. No sale or transfer shall relieve such Unit from liability for any Assessments thereafter becoming due or from the lien thereof.

## ARTICLE VI

### ARCHITECTURAL CONTROL: PROTECTIVE COVENANTS

Section 1. Architectural Control. Except any original construction by the Declarant, no building, fence, wall or other structure shall be commenced, erected or maintained upon the Units in the Townes, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external

design and location in relation to surrounding structures and topography by the Executive Board of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Executive Board. An Owner may make any alteration or improvement to the interior of a townhouse that does not impair the structural integrity or mechanical systems or lessen the support of any portion of the Planned Community. Any proposed change by any Owner other than Declarant in the existing color or finish of any exterior surface of any townhouse or other building on a Unit shall also be submitted to and approved by the Executive Board as above provided. In the event the Executive Board, or its designated committee, fails to approve or disapprove such change, design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

Section 2. Protective Covenants. Without intending to limit the generality of the foregoing provisions of Article VI, Section 1, the following restrictions are imposed as a common scheme upon all Units:

(a) No above or below ground tank for storage of ten (10) gallons or more of gas or liquids may be maintained on any Unit (except for above ground storage tanks located in the basement of a townhouse unit and used for heating oil for providing heat and/or hot water to the townhouse).

(b) No animals, livestock, or poultry of any kind shall be raised, bred or kept in any building or on any Unit, except that dogs, cats or other domesticated household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose and provided that not more than two pets in the aggregate may be kept on any Unit. All pets shall be kept inside of the residence or garage from sunset to sunrise and no pet shall be left unattended at any time while outdoors. Each Owner shall be responsible for the control of his or her domesticated household pets and shall be responsible for cleaning up after his or her pet. In the event of failure of Owner to properly clean up after his or her pet, the Association may take whatever action is necessary to clean up after the pet of Owner and may surcharge Owner for the reasonable costs thereof.

(c) No garbage, refuse, rubbish or cutting shall be deposited on any Unit, street, sidewalk or parking area, unless the Association deems trash collections to be appropriate; then trash may be placed outside no earlier than 6:00 P.M. the night prior to the collection. Containers provided by the Owners shall not be placed on any street, sidewalk, parking area or Common Facility except when necessary for collection and shall regularly be kept in a location on the Unit which is unobtrusive to view from any other portion of the Townes, as provided by the rules of the Association.

(d) No commercial (except for standard passenger vehicles) or other non-passenger vehicle of any type shall be permitted to remain overnight on any

property of an Owner or any Unit, other than as may be used by the Declarant or its assigns in conjunction with building operations.

(e) No boats of any type shall be permitted on a Unit, unless stored within the garage of the Owner.

(f) No outside radio or television antennas shall be erected on a Unit or a building within the Townes, other than circular satellite receivers having a diameter of not more than eighteen (18) inches placed in a location approved by the Association's Executive Board and/or the architectural committee.

(g) No drying or airing of any clothing or bedding shall be permitted outdoors on any Unit, and clothes hanging devices such as lines, reels, poles and frames shall not be erected.

(h) No noxious, unsightly or offensive activity, including vehicle repairs, shall be conducted on any Unit or by an Owner on the street, nor shall anything be permitted to be done thereon which may be or become an annoyance or nuisance to any Owner.

(i) Gardening will be permitted only in areas specifically approved by the Declarant, subject to the written approval of the Executive Board.

(j) No sign of any kind shall be displayed to the public view of any Unit or building thereon except a one-family name sign of not more than two (2) square feet on each side (a total of four (4) square feet on both sides), or one temporary sign of not more than four (4) square feet on each side (a total of eight (8) square feet on both sides), advertising the property for sale or rent. No such sign shall be illuminated. This provision shall not apply to the Declarant pursuant to its activities to sell Units in the Townes.

(k) No commercial or recreational vehicle or boat will be permitted in any area except areas specifically designated within the Common Facility for said vehicles or boats, if any.

(l) No Unit shall be permitted to be subdivided by any Owner.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owner to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.



(a) The right of any Owner to contribution from any other Owner under Section 3 shall be appurtenant to the land and shall pass to such Owner's successors in title.

(b) In the event of any dispute arising concerning a party wall, or under the provisions of Article VI, Section 3, the Owners involved in such dispute shall submit the matter to the Executive Board of the Association for decision. A ruling by the majority of the Executive Board of the Association regarding any question involved under Section 3 shall be final and conclusive.

## ARTICLE VII

### MAINTENANCE OBLIGATIONS

Section 1. In addition to maintenance upon the Common Facilities, the Association shall maintain all of the paint and wood finish on the exterior surface of any building or other improvement on any Unit. In the event that the need for such maintenance of paint and wood finish is caused:

(a) through the negligence or willful act of the Owner, the Owner's family, or guests, or invitees; or

(b) by an alteration or change by Owner, other than Declarant, of any improvement on the Unit,

the cost of such maintenance shall be added to and become a part of the assessment to which such Unit is subject.

Section 2. The Association shall also maintain all of the sidewalks within the Common Facilities and shall not only be responsible for maintenance with requisite improvements to same, but shall also be responsible for snow removal from all sidewalks to the point of entrance to the building on each Unit. The Owner shall be responsible for any damage to sidewalks resulting from the Owner, Owner's lessee, agent, contractor or invitee applying salt or any other snow or ice melting substance to the surface of the sidewalks.

Section 3. The Association shall not be responsible for maintenance of wooden decks, spouting or roofing, provided, however, that the Association does have the right to control the maintenance of wood decks, spouting and roofs, and perform maintenance or repairs if the Owner refuses to do so and it is deemed necessary by the Association, the cost of said maintenance or repair to be the sole responsibility of Owner.

Section 4. The Association shall also be responsible for all cutting of grass and all exterior lawn and shrub maintenance and repair and/or replacement of all walks, walkways,

sidewalks and access easements as depicted on the plans on each Unit and throughout the Common Facilities.

Section 5. The Association shall employ such contractors or subcontractors as are necessary to provide the services provided for each Owner as contemplated in this Article by competitive closed bidding in accordance with rules and regulations to be determined by the Executive Board.

Section 6. Except with respect to exterior paint and wood finish as above provided, in the event any Owner of any Unit in the Townes shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Executive Board, the Association, after approval by one-half (1/2) vote of the Executive Board, shall have the right, through its agents and employees, to enter upon said Unit and to repair, maintain, and restore the Unit and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Unit is subject.

#### ARTICLE VIII

##### OFFICES, SIGNS AND MODELS

The Declarant specifically reserves the right and privilege to maintain offices and models in the townhouses constructed on any Units owned by Declarant in connection with its management and/or sale of Units owned by the Declarant in the Townes. The Declarant shall have the right to locate, relocate and maintain offices and models used in connection with management of or sale of Units owned by the Declarant to any of the Declarant's Units. The Declarant may maintain signs in the Declarant's Units and on the Common Facilities advertising Units in the Townes owned by the Declarant for sale.

#### ARTICLE IX

##### COMMON UTILITY LINES

To provide the Owners with underground utility lines, it may be necessary that two (2) Units be served with a common service entrance line. Owners of Units with such lines agree to cooperate fully with the utility companies concerned therewith for all maintenance, repair and other measures as may be necessary to provide adequate and proper service to the Owners and Units served thereby.

#### ARTICLE X

##### PUBLIC USE OF EASEMENTS

In order that there be adequate ingress and egress to all Units, all Owners hereby agree to permit the use by other Owners and the Association of a reasonable portion of their Unit,

which use and enjoyment shall be limited to access to the rear yard of a Unit and those walkways, sidewalks and access easements as depicted on the plans and the maintenance of the lawns.

## ARTICLE XI

### CATV

Because of architectural characteristics of certain buildings within the Townes, Declarant, their heirs, successors and assigns, may install master television antenna systems ("MATV") or CATV systems therein. Each Owner who shares access to such a system hereby grants an easement for the installation, operation, maintenance and repair of such system, which easement shall permit the Declarant, and their agents, employees or designees access at reasonable hours for said purposes. In the case of CATV or MATV systems, the connection for service shall be optional and service charges will be levied by the Owner or operator thereof.

## ARTICLE XII

### GENERAL PROVISIONS

Section 1. Enforcement. The Association shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidity of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

Section 3. Termination and Amendment. Subject to this Declaration being terminated at any time by a vote of at least eighty percent (80%) of the Owners of the Units in the Townes, the covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded after which time they shall be automatically extended for successive periods of ten (10) years, unless not less than eighty percent (80%) of the Owners vote not to extend the Declarations and such vote is taken not less than six months prior to the date for the beginning of a ten (10) year extension. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than seventy (70%) percent of the Owners, and thereafter by an instrument signed by not less than seventy-five (75%) percent of the Owners. Any amendment must be recorded to be effective and binding.

Section 4. Termination of Association. In the event of the liquidation or dissolution of the Association or its successors; the filing against it or voluntarily by it or a petition for reorganization or bankruptcy or for the appointment of a receiver of its assets; the

suspension or termination of the Association's rights to administer the use of the Common Facilities for any reason; passage of control for the Association to parties other than the Declarant and the Owners as herein defined; transfer of ownership or control of the Common Facilities, or any part thereof to parties other than the Association, the Declarant or the Owners (unless such change of ownership or control is a result of a dedication under Article III, Section 1(b), the Common Facilities shall be thereafter subject to the following use restriction which shall run with and be binding upon the land and be enforceable by any Owner;

(a) no improvement or structure of any kind shall be thereafter placed upon the Common Facilities which is not available in every respect for the use and enjoyment of the Owners in the Townes;

(b) no use or structure of any kind shall be permitted within the Common Facilities which is not primarily for the purpose of recreation for all of the Owners of the Townes, utility service to a Unit or Owner, maintenance of the Common Facilities or for use as a passage way for all Owners and their families, guests, tenants and invitees and their passenger vehicles.

Section 5. Provisions of Act. Notwithstanding anything contained herein to the contrary, this Declaration is subject to the terms and conditions of the Act and to the extent a conflict exists between this Declaration and the Act, the Act shall prevail; provided, that such conflict is not permitted to exist under the terms of the Act and in such an event, the Declaration shall prevail.

IN WITNESS WHEREOF, this Declaration has been executed the day and year above written.

MTF ASSOCIATES, INC.

By: 

President

Larry E. Troutman, Sr.

## Exhibit "A"

File No. 02-298

### Parcel 1:

ALL THAT CERTAIN tract or parcel of land situated in the Township of West Hanover, County of Dauphin and Commonwealth of Pennsylvania bounded and described as follows, to wit:

BEGINNING at a stone in a stump; thence extending by land, now or late, of Calvin S. Cassel, South  $74 \frac{1}{2}$  degrees West, a distance of 83 perches to a stone; thence extending South  $85 \frac{1}{2}$  degrees West, a distance of 114 perches to an iron pin in a locust stump; thence extending North  $83$  degrees West, a distance of 44.7 perches to a stone at land now or late of Lewis Lear; thence extending by land now or late of Lewis Lear and others, South  $22 \frac{1}{4}$  degrees West, a distance of 99.7 perches to a stone in a public road; thence extending through said road, South  $87 \frac{1}{4}$  degrees East, a distance of 58 perches to a point in the public road; thence extending by the same, South  $16 \frac{1}{4}$  degrees West, a distance of 37.8 perches to a point in said road; thence extending by same and by land, now or late, of Lizzie K. Baum, South  $89$  degrees East, a distance of 54.3 perches to a stone; thence extending across said road, North  $6 \frac{1}{2}$  degrees West, a distance of 9 perches to a stone; thence extending through said road and by lands, now or late, of Joseph Reider and others, North  $62 \frac{1}{2}$  degrees East, a distance of 139.5 perches to a stone; thence extending by said lands, now or late, of Joseph Reider and others, and land, now or late, of Simon Brinser, North  $34 \frac{1}{2}$  degrees East, a distance of 63.8 perches to a stone; thence extending by said land, now or late, of Simon Brinser, North  $25 \frac{1}{2}$  degrees East, a distance of 34.4 perches to a stone in a stump, the place of BEGINNING.

The original parcel contained 140 acres and 139 perches of land.

EXCEPTING AND RESERVING therefrom and thereout, that certain tract or parcel of land conveyed to George W. Horting and Margaret Horting on June 13, 1955 by deed recorded at Deed Book S-39-397. Being Tax Parcel No. 63-35-6.

EXCEPTING AND RESERVING therefrom and thereout, that certain tract or parcel of land conveyed to Donald W. Vachon and Gloria P. Vachon on March 12, 1956 by deed recorded at Deed Book Q-40-457, and by corrective deed recorded at Deed Book S-40-514. Being Tax Parcel No. 68-35-7.

EXCEPTING AND RESERVING therefrom and thereout, that certain tract or parcel of land conveyed to William G. Roth, II and Doris Ann Roth on September 22, 1958 by deed recorded at Deed Book S-43-449.

EXHIBIT A TO MORTGAGE.DOC

BK5196PG 461

EXCEPTING AND RESERVING therefrom and thereout, that certain tract or parcel of land conveyed to Fred C. and Mary R. Hartman on April 21, 1959 by deed recorded at Deed Book L-44-1. Being Tax Parcel No. 68-35-14.

EXCEPTING AND RESERVING therefrom and thereout, that certain tract or parcel of land conveyed to Earle R. and Harriette E. Sweikert on April 21, 1959 by deed recorded at Deed Book L-44-4. Being Tax Parcel No. 68-35-13.

EXCEPTING AND RESERVING therefrom and thereout, that certain tract or parcel of land conveyed to William L. and Donna L. Sunday on June 4, 1959 by deed recorded at Deed Book P-44-54.

EXCEPTING AND RESERVING therefrom and thereout, that certain tract or parcel of land conveyed to Edward M. and Audrey K. Keller on November 11, 1960 by deed recorded at Deed Book H-46-128. Being Tax Parcel No. 68-35-19.

EXCEPTING AND RESERVING therefrom and thereout, that certain tract or parcel of land conveyed to Edwin V. Jeszenka and Nancy E. Jeszenka on February 13, 1962 by deed recorded at Deed Book M-47-409, and by corrective deed recorded at V-50-389.

EXCEPTING AND RESERVING therefrom and thereout, that certain tract or parcel of land conveyed to Richard E. Kutz and Laura V. Kutz on March 19, 1964 by deed recorded at Deed Book N-49-362. Containing 31.02 acres and being Tax Map Parcel 68-35-24.

EXCEPTING AND RESERVING therefrom and thereout, that certain tract or parcel of land conveyed to East Shore Construction Company, Inc. on November 20, 1964 by deed recorded at Deed Book E-50-85.

EXCEPTING AND RESERVING therefrom and thereout, that certain tract or parcel of land conveyed to Edwin V. and Nancy E. Jeszenka on July 2, 1965 by deed recorded at Deed Book V-50-393 and by corrective deed recorded at Deed Book B-52-173.

EXCEPTING AND RESERVING therefrom and thereout, that certain tract or parcel of land conveyed to Michael L. Gonder and Cherry L. Gonder on October 11, 1956 by deed recorded at Deed Book D-51-70. Being Tax Parcel No. 68-35-27.

EXCEPTING AND RESERVING therefrom and thereout, that certain tract or parcel of land conveyed to Robert C. Laudermilch on February 16, 1967 by deed recorded at Deed Book L-52-369.

EXCEPTING AND RESERVING therefrom and thereout, that certain tract or parcel of land conveyed to Melvin L. and Connie K. Moody on April 23, 1970 by deed recorded at Deed Book S-55-297. Being a portion of Tax Parcel No. 68-35-25.

EXCEPTING AND RESERVING therefrom and thereout, that certain tract or parcel of land conveyed to James D. and Rose M. Kessler on August 10, 1970 by deed recorded at Deed Book B-56-115. Being Tax Parcel No. 68-35-39.

EXCEPTING AND RESERVING therefrom and thereout, that certain tract or parcel of land conveyed to Loris W. and Jayne M. Ashby on May 12, 1972 by deed recorded at Deed Book H-58-343.

EXCEPTING AND RESERVING therefrom and thereout, that certain tract or parcel of land conveyed to Loris W. and Jayne M. Ashby on July 12, 1972 by deed recorded at Deed Book O-58-270. Being Lot 20 on Rothford Hills, Section B, Plan Book M-2-6.

EXCEPTING AND RESERVING therefrom and thereout, that certain tract or parcel of land conveyed to George R. and Betty J. Schlupp on August 17, 1972 by deed recorded at Deed Book S-58-37. Being Lot 21, Rothford Hills, Section B, Plan Book M-2-6.

EXCEPTING AND RESERVING therefrom and thereout, that certain tract or parcel of land conveyed to John W. and Lynda D. Burnside on August 17, 1972 by deed recorded at Deed Book S-58-63.

EXCEPTING AND RESERVING therefrom and thereout, that certain tract or parcel of land conveyed to Loris W. and Jayne M. Ashby on September 6, 1972 by deed recorded at Deed Book U-58-83. Being Lot 19, Rothford Hills, Section B, Plan Book M-2-6.

EXCEPTING AND RESERVING therefrom and thereout, that certain tract or parcel of land conveyed to Loris W. and Jayne M. Ashby on December 5, 1972 by deed recorded at Deed Book E-59-480. Being Lot 17, Rothford Hills, Section B, Plan Book M-2-6.

EXCEPTING AND RESERVING therefrom and thereout, that certain tract or parcel of land conveyed to Loris W. and Jayne M. Ashby on December 5, 1972 by deed recorded at Deed Book E-59-482. Being Lot 18, Rothford Hills, Section B, Plan Book M-2-6.

EXCEPTING AND RESERVING therefrom and thereout, that certain tract or parcel of land conveyed to Gertrude M. Carlson on July 13, 1973 by deed recorded at Deed Book A-60-165. Being the western lot of Plan Book O-2-82.

EXCEPTING AND RESERVING therefrom and thereout, that certain tract or parcel of land conveyed to Michael D. and Debra L. Magaro on August 3, 1973 by deed recorded at Deed Book B-60-787. Being Lot 22 of Plan Book M-2-6.

EXCEPTING AND RESERVING therefrom and thereout, that certain tract or parcel of land conveyed to Michael D. and Debra L. Magaro on September 13, 1974 by deed recorded at Deed Book E-61-312. Being Tax Parcel No. 68-35-59.

EXCEPTING AND RESERVING therefrom and thereout, that certain tract or parcel of land conveyed to Carmen R. and Debra R. Altwilla on June 16, 1976 by deed recorded at Deed Book U-62-224. Being the eastern lot of Plan Book O-2-82.

EXCEPTING AND RESERVING therefrom and thereout, that certain tract or parcel of land conveyed to The New Cracker Barrel, Inc. on March 28, 1978 by deed recorded at Deed Book P-64-427. Being part of Plan Book A-3-81.

EXCEPTING AND RESERVING therefrom and thereout, that certain tract or parcel of land conveyed to Melvin L. Moody and Connie K. Moody on July 21, 1983 by deed recorded at Record Book 399-377. Being Tax Map Parcel 68-35-25.

EXCEPTING AND RESERVING therefrom and thereout, that certain tract or parcel of land conveyed to Michael L. and Cherry L. Gonder on November 4, 1987 by deed recorded at Record Book 1055-407. Being Parcel D of Plan Book M-4-68.

EXCEPTING AND RESERVING therefrom and thereout, that certain tract or parcel of land conveyed to Robert D. and Patricia B. Fowler on November 9, 1992 by deed recorded at Record Book 1856-520. Containing 51.486 acres. Being Tax Map Parcel 68-35-69.

EXCEPTING AND RESERVING therefrom and thereout, that certain tract or parcel of land conveyed to William G. Roth, II, Lauren A. Roth and Gregory G. Roth on November 30, 1992 by deed recorded at Record Book 1877-614. Containing 10 acres and being Tax Map Parcel 68-35-70.

EXCEPTING AND RESERVING therefrom and thereout, those certain tracts or subdivided parcels shown as Lot Nos. 5 through and including Lot No. 16 on Plan Book B-2-64, dated February 28, 1964, being known as Tax Parcel Nos. 68-35-42 through and including 68-35-53, respectively.

EXCEPTING AND RESERVING therefrom and thereout that certain tract or parcel of land known as Parcel E in Plan Book Z, Volume 5, Page 22 conveyed to Thomas F. Kuren and Catherine A. Kuren, husband and wife, in Book 2515, Page 448.



EXCEPTING AND RESERVING therefrom and thereout that certain tract or parcel of land known as Parcel F in Plan Book Z, Volume 5, Page 22 conveyed to Michael L. Gander and Cherry L. Gander, husband and wife in Book 2516, Page 129.

UNDER AND SUBJECT to Deed of Easement for private drive as set forth in Record Book 582, Page 175 and Deed of Easement as set forth in Record Book 4382, Page 603.

Parcel 2:

ALL THAT CERTAIN tract or parcel of land known as Lot 5 on that certain Plan of Lots, Rothford Hills, Section "A", dated February 28, 1964, prepared by William E. Sees, Jr., recorded at Plan Book B-2-64 and known as Tax Parcel No. 68-35-42.

Parcel 3:

ALL THAT CERTAIN tract or parcel of land known as Lot 6 on that certain Plan of Lots, Rothford Hills, Section "A", dated February 28, 1964, prepared by William E. Sees, Jr., recorded at Plan Book B-2-64 and known as Tax Parcel No. 68-35-43.

Parcel 4:

ALL THAT CERTAIN tract or parcel of land known as Lot 7 on that certain Plan of Lots, Rothford Hills, Section "A", dated February 28, 1964, prepared by William E. Sees, Jr., recorded at Plan Book B-2-64 and known as Tax Parcel No. 68-35-44.

Parcel 5:

ALL THAT CERTAIN tract or parcel of land known as Lot 8 on that certain Plan of Lots, Rothford Hills, Section "A", dated February 28, 1964, prepared by William E. Sees, Jr., recorded at Plan Book B-2-64 and known as Tax Parcel No. 68-35-45.

Parcel 6:

ALL THAT CERTAIN tract or parcel of land known as Lot 9 on that certain Plan of Lots, Rothford Hills, Section "A", dated February 28, 1964, prepared by William E. Sees, Jr., recorded at Plan Book B-2-64 and known as Tax Parcel No. 68-35-46.

Parcel 7:

ALL THAT CERTAIN tract or parcel of land known as Lot 10 on that certain Plan of Lots, Rothford Hills, Section "A", dated February 28, 1964, prepared by William E. Sees, Jr., recorded at Plan Book B-2-64 and known as Tax Parcel No. 68-35-47.

Parcel 8:

ALL THAT CERTAIN tract or parcel of land known as Lot 11 on that certain Plan of Lots, Rothford Hills, Section "A", dated February 28, 1964, prepared by William E. Sees, Jr., recorded at Plan Book B-2-64 and known as Tax Parcel No. 68-35-48.

Parcel 9:

ALL THAT CERTAIN tract or parcel of land known as Lot 12 on that certain Plan of Lots, Rothford Hills, Section "A", dated February 28, 1964, prepared by William E. Sees, Jr., recorded at Plan Book B-2-64 and known as Tax Parcel No. 68-35-49.

Parcel 10:

ALL THAT CERTAIN tract or parcel of land known as Lot 13 on that certain Plan of Lots, Rothford Hills, Section "A", dated February 28, 1964, prepared by William E. Sees, Jr., recorded at Plan Book B-2-64 and known as Tax Parcel No. 68-35-50.

Parcel 11:

ALL THAT CERTAIN tract or parcel of land known as Lot 14 on that certain Plan of Lots, Rothford Hills, Section "A", dated February 28, 1964, prepared by William E. Sees, Jr., recorded at Plan Book B-2-64 and known as Tax Parcel No. 68-35-51.

Parcel 12:

ALL THAT CERTAIN tract or parcel of land known as Lot 15 on that certain Plan of Lots, Rothford Hills, Section "A", dated February 28, 1964, prepared by William E. Sees, Jr., recorded at Plan Book B-2-64 and known as Tax Parcel No. 68-35-52.

Parcel 13:

ALL THAT CERTAIN tract or parcel of land known as Lot 16 on that certain Plan of Lots, Rothford Hills, Section "A", dated February 28, 1964, prepared by William E. Sees, Jr., recorded at Plan Book B-2-64 and known as Tax Parcel No. 68-35-53.

EXCEPTING AND RESERVING all that certain tract or parcel of land known as Parcel E in Plan Book Z, Volume 5, Page 22 conveyed to Thomas F. Keeren and Catherine A. Keeren, husband and wife, in Book 2515, Page 448.

EXCEPTING AND RESERVING all that certain tract or parcel of land known as Parcel F in Plan Book Z, Volume 5, Page 22 conveyed to Michael L. Gonder and Cherry L. Gonder, husband and wife in Book 2516, Page 129.

AS TO ALL OF THE PARCELS DESCRIBED HEREIN, UNDER AND SUBJECT, nevertheless, to all easements, restrictions, encumbrances and other matters of record or that a physical inspection or survey of the premises would reveal.

BEING the same premises which FULTON FINANCIAL ADVISORS, NATIONAL ASSOCIATION, a national trust company, successor to LEBANON VALLEY FARMERS BANK, successor to LEBANON VALLEY NATIONAL BANK AS TRUSTEE for the Trust of Lauren A. Roth and Gregory G. Roth established under the Will of William G. Roth by Deed dated July 2, 2002 and recorded in the Dauphin County Office of the Recorder of Deeds in Record Book 4444, Page 419 granted and conveyed unto MTF Associates, Inc., a Pennsylvania corporation.

**EXHIBIT "B"**

**Final Plan  
showing all the Property**

The Final Subdivision and Land Development Plan for the Townes at Hershey Road is recorded in the Office of the Recorder of Deeds in and for Dauphin County in Book J, Vol. 8, Page 10 and a copy is available for review at the Declarant's office.

COMMONWEALTH OF PENNSYLVANIA

:  
: SS

COUNTY OF DAUPHIN

2003

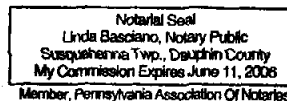
On this 2nd day of October, ~~2004~~<sup>2003</sup>, before me, a Notary Public, the undersigned officer, personally appeared Larry E. Troutman, ~~(Vice)~~<sup>President</sup> of MTF Associates, Inc., a Pennsylvania corporation and executed the foregoing instrument for the purpose therein contained by signing his name as (Vice) President.

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

  
Notary Public

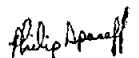
My Commission Expires:

(SEAL)



I hereby CERTIFY that this document  
is recorded in the Recorder's Office  
of Dauphin County, Pennsylvania.



  
Philip Spasoff  
Recorder of Deeds

BK 5196 PG 469