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BRYNFIELD, A PLANNED COMMUNITY

FIRST AMENDED DECLARATION

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FIRST AMENDED DECLARATION

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BRYNFIELD, A PLANNED COMMUNITY
FIRST AMENDED DECLARATION

ARTICLE I. Purpose of Amendment; Submission; Definitions

Section 1. Purpose of First Amendment. The purposes of this First Amended Declaration are to clarify that Brynfield is a Flexible Planned Community as defined in the Act, to add Phases V, VII and X, and to identify the Additional Real Estate which is available to become future phases of Brynfield. All existing Unit Owners, the Brynfield Homeowners Association, the Declarant, and Declarant's lender (as mortgagee only and limited to its security interest), have jointly executed this document in order to comply with §5219 of the Act.

Section 2. Declarant; Property; County; Name. Richard E. Yingst, Jr., a Pennsylvania resident (as to Phases I, III, and IX, only), Yingst Homes, Inc., a Pennsylvania corporation, acting by and through its President, Richard E. Yingst, Jr. (as to Phases V, VII & X, only), and West Hanover Development, LLC, a Pennsylvania Limited Liability Company, acting by and through its sole and managing member, Richard E. Yingst, Jr. (as to Brynfield East only) (hereinafter collectively referred to as "Declarant"), owner in fee simple of the real estate described in Exhibit "A", located in West Hanover Township, Dauphin County, Pennsylvania (hereinafter the "Real Estate"). Declarant hereby submits the Real Estate, including all easements, rights and appurtenances thereunto belonging and the buildings and improvements erected or to be erected thereon to the provisions of the Uniform Planned Community Act, 68 Pa. C.S. §5101 *et seq.* (hereinafter the "Act") and hereby creates with respect to said Real Estate, Brynfield, a Planned Community (hereinafter "Brynfield"). Pursuant to §5201 of the Act, Declarant is identified as the Grantor herein and Brynfield is identified as the Grantee herein.

Section 3. Definitions.

Capitalized terms not otherwise defined herein or in the Plats and Plans shall have the meanings specified or used in the Act. The following terms shall have the meanings specified:

"Architectural Control Committee" or "Committee" shall refer to a three-member Committee that may be appointed by the Board to effectuate the purposes of this Declaration.

"Assessment" means any annual or special assessment imposed by the Association.

"Association" means Brynfield Homeowners Association, Inc.

"Common Expense Liabilities" means all those expenses for which Unit Owners are liable as provided in this Declaration and includes, but is not limited to, the following:

- (a) Expenses of administration, management, operation, insurance, assessments, restoration, improvements, maintenance, repair or replacement of the Controlled Facilities.
- (b) Expenses declared Common Expenses by the Act or by this Declaration or by the Bylaws.
- (c) Expenses agreed upon as Common Expenses by the Association and lawfully assessed against the Unit Owners in accordance with the Bylaws.
- (d) Expenses of management and administration of the Planned Community by 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.
- (e) Expenditures made or liabilities incurred by or on behalf of the Association, together with any allocations to reserves.

"Common Elements" means any real estate within the Planned Community owned or to be owned by the Association.

"Declarant" shall mean and refer to Richard E. Yingst, Jr. individually, Yingst Homes, Inc., West Hanover Development, LLC, acting by and through Richard E. Yingst, Jr., and such successors and assigns as shall acquire more than one undeveloped Unit (or any portion of Brynfield which has not been subdivided into Units) from the Declarant for the purpose of development; provided, however, that an assignee of a Declarant shall be deemed a Declarant only with respect to that portion of Brynfield conveyed to such assignee by a deed of conveyance or other document duly Recorded, which specifically grants to the assignee the rights of a Declarant.

"Executive Board" or "Board" when referred to herein means a Board of natural individuals of the number stated herein and in the Bylaws, who shall manage the business, operation and affairs of the Association on behalf of the Unit Owners and in compliance with and subject to the provisions of the Act.

"Initial Purchaser" means a Unit Owner who purchases the property from Declarant.

"Owner" shall mean and refer to the record Owner, whether one or more Persons or entities, of fee simple title to any Unit or Units which is or are part of the Planned Community, but excluding those having such interest merely as security for the performance of an obligation.

"Premises" or "Brynfield" or "Planned Community" or "Real Estate" means the real estate, including all improvements thereon or thereto, all owned in fee simple, and all easements, rights and appurtenances belonging thereto which by this Declaration (as amended from time to time) have been submitted to the provisions of the Act and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

"Recorded" means that an instrument has been duly entered of record in the Office of the Recorder of Deeds in and for Dauphin County, Pennsylvania.

"Special Declarant Rights" or "Declarant's Special Rights" means the reservation of options or other rights for the benefit of the Declarant as provided in Section 5103 of the Act, and such additional rights reserved for the benefit of the Declarant as set forth in this Declaration, the Plan and the Bylaws.

"Subsequent Purchaser" means a Unit Owner who purchases the Unit from an initial purchaser or subsequent owner of said Unit.

"Title 68" means Title 68 of the Pennsylvania Consolidated Statutes (relating to real and personal property).

"Unit" means a lot, with or without improvements, in Brynfield.

"Unit Designation" means the number, letter or combination thereof designating a Unit on the Plan.

"Unit Owner" means the Person or Persons owning a Unit in fee simple.

ARTICLE II. Allocation of Votes and Common Expense Liabilities; Assessments; Unit Identification and Boundaries; Maintenance Responsibilities

Section 1. Identification of Units; Boundaries. Exhibit B hereto is a list of all Units in Brynfield by their Identifying Numbers. The boundaries of each Unit are situated as shown on the Plats and Plans. Declarant reserves the right to subdivide lots, merge lots, to convert additional real property in Brynfield to Units, or otherwise alter the lot boundaries shown on Exhibit C or the Additional Real Property identified in Exhibit D.

Section 2. Plats and Plans. Exhibit B shows fully and accurately the Units in Brynfield, the improvements thereon, the Unit Designation for each Unit shown thereon, the locations of the Common Elements and such other information as is required by the Act.

Section 3. Votes. Each Unit shall have one vote in the Association. There shall be no cumulative or class voting.

Section 4. Initiation Fees. All initial and subsequent purchasers of any Unit in Brynfield will pay an initiation fee for the benefit of the Association. The Association may use this amount for any purpose for which the Association is authorized to incur expenses. The amount of the initial initiation fee is \$200.00, but may be changed at any time by action of the Executive Board of Association.

Section 5. Purpose of Assessments. The Assessments levied by the Association shall be used exclusively:

(a) To promote the health, safety, recreation and welfare of the residents of the Premises.

(b) To restore, improve, maintain, repair and replace the following Common Elements located on and about the Premises including, without limitation:

(1) the stormwater detention facilities as well as open space shown on the Plats and Plans;

(2) headwalls, inlets, grates, swalls and subsurface stormwater collection and conveyance systems ~~as shown on the Plats and Plans that are not dedicated to~~ Fairview Township; *wrong*

(3) the landscaping at the entrances to the Premises as shown on the Plats and Plans;

(4) any entrance signs and landscaping contained within any sign easement areas at the entrance to Brynfield; and

(5) any private driveways not dedicated to the Township.

(c) 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 and/or use of the Common Elements and/or any part thereof. The scope and amount of coverage of all liability insurance policies shall be reviewed at least once each year by the Board and may be increased in its discretion.

(d) Fire and extended coverage insurance covering damage to property for all of the personal property owned by the Association and such workmen's compensation insurance and other such insurance as applicable laws and the Act may require or as the Board may deem advisable.

(e) Officers' and directors' liability insurance and fidelity bonds as the Board may deem necessary or advisable.

(f) Management fees and salaries or such expenses as the Board may deem necessary or desirable for the operation and maintenance of the Common Elements.

(g) 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 Elements, conduct of the affairs of the Association or enforcement of this Declaration or any Rules and Regulations.

(h) Additions to the Common Elements, as the Board may deem necessary and 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 Board deems necessary and proper in its discretion.

(i) Mechanics' and materialmen's liens arising as a result of maintenance of the Common Elements or part of them.

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

(k) Adequate reserves, as determined by the Board: (1) to restore, improve, maintain, repair or replace the Common Elements, or any portion thereof; (2) for uncollectible accounts; and (3) any other contingency for which a reserve account reasonably may be established pursuant to sound accounting practices.

(l) To pay for other Common Expense Liabilities as set forth in Section 2.07 hereof.

Section 6. Allocation of Common Expense Liabilities. In addition to overhead, operating and management expenses identified as Common Expense Liabilities, the Association will provide snow removal, lawn and shrubbery maintenance service, together with any other similar services as determined from time to time by the Executive Board for all Units. All Units in Brynfield submitted to this Declaration for which certificates of occupancy have been issued shall pay the same monthly assessment for these liabilities. Until changed by action of the Executive Board, the monthly assessment shall be \$50.00 per month for Duplex; \$45.00 per month for Quad; and \$35.00 per month for townhouse.

Section 7. Special Assessments for Capital Improvements. In addition to the Assessments authorized above, the Association may levy, in any assessment year, a 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 any of the Common Elements, including fixtures and personal property related thereto, provided that any such Assessment shall have the assent of the Executive Board and of two-thirds (2/3) of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 8. Maintenance Responsibilities. Notwithstanding the ownership of the various portions of the Common Elements and the Units by virtue of the foregoing boundary descriptions, the Units and Common Elements shall be maintained and repaired as a Common Expense Liability by the Association in accordance with the provisions of §5307 of Title 68, except as expressly set forth to the contrary herein.

~~Section 9. Creation of the Lien and Personal Obligation of Assessments.~~
The Declarant, for each Unit owned or to be owned by it upon which a completed dwelling is erected and for which a certificate of occupancy has been issued by the Township hereby covenants, and each subsequent Owner of any Unit (other than an Owner deemed a Declarant for such Unit) whether or not it shall be so expressed in the deed of such Unit and whether or not a completed dwelling has been erected, is deemed to covenant and agree to pay to the Association in monthly installments: (1) monthly Assessments or charges; and (2) special Assessments for capital improvements, such Assessments to be established and collected as hereinafter provided. The Declarant shall not be required to pay any monthly or special Assessments for Units owned by Declarant for which no certificate of occupancy has been issued. The monthly and special Assessments, together with interest, costs, and reasonable attorney's fees, shall be an equitable servitude and 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 such Assessment, together with interest, costs, and

reasonable attorney's fees, shall also be the personal obligation of all Persons, entities or combination thereof, jointly and severally, who were the Owners of such Unit at the time when the Assessment became due. The personal obligation for delinquent Assessments shall not pass to successors in title unless expressly assumed by them.

8 Section 10. Notice and Quorum for Action Authorized. Written notice of the time and location of any meeting called for the purpose of authorizing the monthly assessment or any special assessment shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty (60%) percent of all the votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. The above notice and quorum requirements shall supersede and be in lieu of any notice or quorum requirements at any time hereafter adopted by the Association in its By-Laws, and may be modified only by an amendment to this Declaration. Notice and quorum requirements for all other meetings of the Association called for purposes not in any way including an annual or special assessment shall be governed by the Articles of Incorporation and By-Laws of the Association.

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 twelve percent (12%) per annum or the maximum rate permitted by law, whichever is lower, until collected. The Association may bring an action at law against the Owner personally obligated to pay the Assessment and/or foreclose the lien against the Unit pursuant to the terms of Section 5315 of the Act, as the same may be amended. In addition, the Unit Owner shall likewise be responsible for payment of the Association's reasonable attorneys' fees and costs if payment of the Assessment is more than sixty (60) days in default, whether or not the Association files suit to collect the arrearages. No Owner may waive or otherwise escape liability for the Assessments provided for herein by nonuse of the Common Elements or abandonment of his Unit or any other reason.

Section 12. Relationship of the Lien to Mortgages. The lien of the Assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon Brynfield or any part thereof subject to the Assessment. Sale or transfer of any Lot, whether by sale or mortgage foreclosure or otherwise, shall not affect the Assessment lien. No sale or transfer shall relieve such Lot from liability for any Assessments thereafter becoming due or from the lien thereof.

Section 13. Certificate of Payment. The Association shall, upon request of an Owner or his agent, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the annual and special Assessments on a specified Unit have been paid, and other information required by Section 5407 of the Act. A properly executed certificate of the Association as to the status of assessments on a Unit is binding upon the Association as of the date of its issuance.

Section 14. Supplemental Annual Assessments. If the cash requirement estimated at the beginning of any fiscal year (commencing on or after the calendar year 2000) shall prove to be insufficient to cover the actual Common Expense Liabilities for such fiscal year for any reason, including (by way of illustration and not limitation) any Owner's nonpayment of an Assessment, the Association may, at any time it deems necessary and proper, levy a supplemental annual Assessment against each Unit except that, in the event such supplemental annual Assessment is required because of the failure of one or more Owners to promptly pay an annual Assessment, the supplemental annual Assessment against other Units may be determined based upon the anticipated failure of such defaulting Owner or Owners to pay his or their share of such supplemental annual Assessment.

Section 15. Billing Monthly Assessments. Monthly Assessments are due and payable on the first day of each month. Each Owner shall pay any Assessment bill levied hereunder within thirty (30) days.

Section 16. Failure of Board to Fix Monthly Assessment. If the Monthly Assessment for Common Expense Liabilities for any fiscal year is not fixed before the expiration of the previous fiscal year, the Unit Owners shall continue to pay the same sums they were paying in the fiscal year just ended as if such sums were the new monthly Assessment, and such failure to fix a new monthly Assessment shall not constitute a waiver, modification or release of any Owner's obligation. If the Board shall change the monthly Assessment at a later date, an increase in the total Assessment amount as a result of such new Assessment shall be treated as if it were a supplemental Assessment hereunder and shall be effective on the day it is assessed.

Section 17. Other Special Assessments. The Board shall have the authority to fix, determine, assess and collect Special Assessments for the following purposes:

- (a) Any expenditure which the Association shall be required to make for the maintenance upkeeping and upgrading of all or any part of the undedicated roadways or other common areas (including snow removal) located in the planned community.

Such Special Assessments shall be levied promptly, and the debt arising from such Special Assessment shall be treated and due in the same manner as any other Assessment.

Section 18. Relocation of Unit Boundaries; Subdivision and Conversion of Units. Relocation of boundaries between Units and subdivision or conversion of Units or additional real property in Brynfield will be permitted. Declarant reserves the right to merge or subdivide lots or otherwise modify Unit boundaries or the location of proposed roadways, recreation areas or other improvements.

ARTICLE III. Common Elements

Section 1. In addition to the Common Elements identified on the plats and plans (see Exhibit B), Declarant reserves the right to designate Units or portions thereof as Common Elements. Declarant will not improve these portions of the property, but will make suggestions for how the Association might improve the property when it takes possession. The conveyance of the unimproved property is expected to have a minimal impact on the budget of the Association and the common expense liability of Unit Owners.

Section 2. Unimproved property will be conveyed to the Association and the Association will accept delivery of a deed therefor when offered to the Association by the Declarant, but no later than the date of conveyance or lease by the Declarant of the last Unit Declarant owns in the Planned Community. Prior to the conveyance of any such portions of unimproved property, they will be owned by Declarant, who will be solely liable for all expenses (including real estate taxes) associated with those portions of the Property.

Section 3. Declarant shall notify the Executive Board at least thirty days in advance of conveyance or lease of the Common Elements identified above. The Executive Board may contact Declarant at any time to request conveyance or lease of the Common Elements.

Section 4. The Common Elements will be conveyed to Association by valid special warranty deed for no consideration other than the Association's acceptance of the conveyance, free of all monetary liens not created by a majority (excluding Declarant's representatives) of the Board.

Section 5. The Planned Community has no controlled facilities, limited common facilities, or limited controlled facilities, as those terms are defined in the Act. Unit owners therefore will not be charged for limited common expenses, unless such features are added as provided herein.

Article IV. Easements

Section 1. Easements and Licenses. Included among the easements, rights and appurtenances referred to in Article I, Section 1 are the following:

(A) Rights of way, setback lines, etc. as set forth in the Final Plan.

Section 2. Easement for Rear Access. Each Unit shall have an easement over Units in the same block of Units for the purpose of ingress and egress from the rear of the dominant Unit. The easement shall be 3' wide and shall be located along the rear boundary of the servient Unit(s). Persons using this easement shall exercise reasonable care to avoid damage to the servient Unit. Unit Owners shall not build fences or other structures obstructing this easement.

Section 3. Signs. This Declaration shall not be construed as in any way limiting Declarant's rights to maintain signs advertising units owned by Declarant or its agent for sale or lease.

Section 4. Common Elements. Each Unit Owner and each person lawfully residing in or on a Unit is hereby granted a non-exclusive perpetual right and easement of access to and enjoyment in common with others of the Common Elements. The rights and easements of access and enjoyment created hereby shall be subject to the following:

- a. the right of the Association to charge users (including guests) reasonable admission and other fees; and
- b. the right of the Association to adopt reasonable rules and regulations governing the use of the Common Elements.

Section 5. Utilities, Pipes and Conduits. In connection with the development of Brynfield certain sanitary sewer facilities, water facilities, underground electrical distribution facilities, gas, telephone, television cable and storm drainage facilities and other utilities may be constructed above, upon or under portions of the Units not occupied by buildings, and other storm drainage facilities will be constructed upon portions of Units not occupied by buildings. There is hereby granted an easement and right of way upon, across, over and under all of the Premises for the purpose of installing, maintaining, repairing or replacing such utilities or facilities as are or may be installed from time to time to serve one or more of the Units. By virtue of this easement, it shall be expressly permissible for the providing utility company or other responsible party to erect and maintain other necessary equipment on the Premises and to affix and maintain utility wires, circuits, conduits and pipes on, above, across

and under the roof and exterior walls of the structures to be built on the Units and to provide service of such utility and service lines and equipment as may be necessary or desirable to serve any portion of the Premises. Should any utility furnishing a service covered by the easement herein provided or should the Declarant request a specific easement by separate recordable document, the Association shall have the right to grant such easement on the Premises without conflicting with the terms hereof. The easements provided for in this Article shall not impair any other recorded easement on the Premises.

Section 6. Drainage Easements. Certain surface drainage easements for the creation and maintenance of drainage facilities are shown on the Final Plan. Within these drainage easement areas, no structure, planting or other material shall be placed or permitted to remain which may change the direction of flow of drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easements. All such drainage easements shall be maintained by the Association.

Section 7. Declarant's Easement for Marketing. The Declarant reserves the right with respect to its marketing of Units to use the Premises for the ingress and egress of itself, its officers, employees, agents, contractors and subcontractors. The Declarant shall also have the right until the conveyance of the last Unit it owns to erect signs on the Premises in connection with its marketing of Units. The Declarant shall have the right from time to time to locate and relocate model Units for the marketing of Units and a sales office in connection with the marketing of Units. The rights reserved for the Declarant by this Section 7 shall remain in effect for as long as the Declarant shall remain a Unit Owner in the Planned Community. This Section shall not be amended without the prior written consent of the Declarant.

Section 8. Declarant's Easement for Construction. The Declarant reserves the right and privilege, without hindrance with respect to the construction of the Units, to go upon any and all of the Premises 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 runoff of storm water in connection with the development of the Premises or any adjacent land). The Declarant agrees to indemnify and hold the Association harmless from liabilities resulting from the exercise of this easement. This Section shall not be amended without the prior written consent of the Declarant as long as Declarant remains a Unit Owner in the Planned Community.

Section 9. Easements Appurtenant. All easements and rights described and mentioned in this Declaration are easements appurtenant, running with the land and the Units, 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, any Unit Owner, Purchaser, mortgagee, lessee, occupant and any other Person having an interest in the Premises, Units, or any portion thereof.

ARTICLE V. Restrictions on Use, Occupancy and Alienation

Section 1. Use and Occupancy of Units and Common Elements. The occupancy and use of the Units and Common Elements shall be subject to the following restrictions:

(A) Architectural Control. Excepting any original construction, no building, fence, wall or other structure shall be commenced, erected or maintained upon the Lots in Brynfield, nor shall any exterior addition to or change or alteration therein be made, until the plans and specifications showing the nature, kinds, shape, height, materials, color and location of the same shall have been submitted to and approved in writing by Declarant. This Architectural Control shall pass to the Executive Board when Declarant ceases to be a Unit owner. This Section shall not be amended without the prior written consent of the Declarant as long as Declarant remains a Unit Owner in the Planned Community.

(B) Prohibited Uses.

(1) No tank for storage of ten (10) gallons or more of gas or liquids may be maintained on any lot.

(2) No animals, livestock, or poultry of any kind shall be raised, bred, or kept in any dwelling or on any lot, 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).

(3) No garbage, refuse, rubbish, or cutting shall be deposited on any lot, street, sidewalk or parking area, except for trash and recycling containers placed at appropriate locations for collection.

(4) No non-passenger vehicle of any type and no unlicensed or non-operational motor vehicle of any type shall be permitted to remain overnight on any property in Brynfield, other than may be used by Declarant, its agents or contractors in conjunction with building operations.

(5) No commercial vehicles, except delivery and service vehicles, or construction vehicles used by Declarant, its agents or contractors, are permitted in

Brynfield. Commercial vehicles are defined as those with signs or printed advertising exceeding an area of 18 inches by 18 inches.

(6) The following types of vehicles are prohibited in Brynfield (other than in connection with construction activities of Declarant): buses, step vans (not including handicapped accessible vans), tractor trailers, flat-bed trucks, recreational vehicles, dual axle vehicles, tractors, straight-bed trucks, trailers (all types), dump trucks, and tow trucks.

(7) No boats of any type shall be permitted to be parked in Brynfield.

(8) No outside radio or television antennas shall be erected on the property of a Unit within Brynfield. A small satellite dish is permitted, provided that its location and size are approved by the Architectural Review Committee. A satellite dish will not be permitted on the front elevation of a building.

(9) No noxious, unsightly, or offensive activity, including vehicle repairs (except that resolving minor emergencies, such as changing a flat tire, is permitted), shall be conducted on a lot or other property in Brynfield nor shall anything be done on a lot that is an annoyance or nuisance to other homeowners at Brynfield.

(10) No sign of any kind shall be displayed to public view on any lot or improvement thereon except for (i) directional signs, (ii) a one-family name sign of not more than 144 square inches and (iii) temporary REALTOR signs advertising the property for sale.

(11) No Unit shall have a fence, except that buried electronic wire fences for dog control shall be permitted.

(12) No Unit shall have a swimming pool.

(13) No part of the premises herein described shall be used for any illegal, offensive or obnoxious purpose, and any structure erected upon any of the lots or any part of the land shall be so built to as near as possible harmonize with the type of construction throughout the planned community. No grocery store or meat dispensing store, no barber shop, beauty parlor, doctor's, dentist's or chiropractor's office, confectionery or drug store, nor any other type of business or commerce of any kind or nature shall at any time in the future be carried on upon any lot or lots included within the planned community, except that Unit/Lot 18, Phase I, is reserved on the Plats and Plans for a child care center. Nor shall any dwelling house or other building erected upon said land or any part thereof be later converted for any of the uses hereinbefore prohibited, nor shall any such business or uses be carried on in any

fashion upon said property at any time, nor shall part of the same be used for warehousing or storage of articles of commerce, business or industry.

Section 2. Rules and Regulations. Reasonable rules and regulations, not in conflict with the provisions of this Declaration, concerning the use and enjoyment of the Property, may be promulgated from time to time by the Association or its Executive Board. Copies of the then current Rules and Regulations and any amendments thereto shall be furnished to all Unit Owners by the Executive Board promptly after the adoption of such Rules and Regulations or any amendments thereto.

Section 3. Restriction on Alienation. No Unit owner shall convey a Unit in Brynfield without collecting the initiation fee reasonably determined by the Executive Board from time to time for the benefit of the Association and paying said fee over to Association.

Section 4. Leases.

(a) The rights of any lessee or sublessee of a Unit shall be subject to, and each such lessee or sublessee shall be bound by, this Declaration, Bylaws and Rules and Regulations, and a default thereunder shall constitute a default under the lease or sublease; provided, however, that the foregoing shall not impose any direct liability on any lessee or sublessee of a Unit to pay any Common Expense monthly Assessments or Special Assessments on behalf of the Owner of that Unit. The Association shall have the right to enforce the provisions of any lease or sublease of a Unit directly against the tenant or subtenant if such tenant or subtenant defaults under any covenant, condition or restriction set forth in this Declaration, the Bylaws or the Rules and Regulations, if any; provided, however, that the Association has first given written notice of such default to the Unit Owner subject to the lease or sublease, and such default has not been cured within the period specified in such notice.

(b) The provisions of Subsection (a) above shall not apply to a Mortgagee who is in possession of a Unit following a default in a mortgage, a foreclosure proceeding or any deed or other arrangement in lieu of foreclosure.

ARTICLE VI. Loans/Assignment of Income

Section 1. Assignment of Income Rights. The Association may assign its rights to future income, to secure any loan obtained by the Association for repairs, replacements or capital improvements to the Common Elements, provided that any such assignment is authorized by the vote of not less than 75% of the members of the Executive Board.

ARTICLE VII. The Association, Executive Board, Voting

Section 1. Powers. An Association of Unit Owners shall exist and shall have all the powers and duties as are provided by the Act and this Declaration. The powers and duties of the Association shall include, but not be limited to, the following:

- (a) To provide for the operation, care, upkeep and maintenance of the Common Elements and to provide for all reasonable and necessary insurance coverage and appropriate liability insurance, workmen's compensation, officers' and directors' liability insurance and fidelity bonds in a manner consistent with the law and the provisions of this Declaration and the Bylaws;
- (b) To provide for the establishment and collection of charges from the Unit Owners and the Assessment and/or enforcement of liens therefor in a manner consistent with law and with this Declaration and the Bylaws;
- (c) To provide for the employment of personnel, contractors or others necessary to maintain, operate, renovate and improve the Common Elements to be maintained by the Association in a manner consistent with law and with this Declaration and the Bylaws;
- (d) To provide for the promulgation and enforcement of such Rules and Regulations, restrictions or requirements as the Association may deem proper, all of which shall be consistent with law and with this Declaration and the Bylaws, but which may either supplement or elaborate upon the provisions of this Declaration and the Bylaws; and
- (e) To take or cause to be taken any and all other actions which are required or permitted under the Act, this Declaration and the Bylaws.

Section 2. Executive Board. A Board of five (5) individuals appointed by the Declarant as hereinafter provided or elected by the Association for a term of one (1) year shall be vested with the authority, subject to the provisions of the Act, to act on behalf of the Association consistent with law and the provisions of this Declaration and the Bylaws. The original term of office shall commence on the date of filing this Declaration and shall continue until December 31, 2000. The Board shall have the power to act on behalf of the Association except that the Board may not amend this Declaration, except as provided in Section 5219(f) of the Act, elect members of the Executive Board or determine the qualifications, powers, duties or terms of the Board members, but the Executive Board may fill vacancies in its membership for unexpired portions of terms.

Section 3. Appointment of Executive Board. The original members of the Executive Board shall be appointed by Declarant. Not later than sixty (60) days after conveyance of twenty-five percent (25%) of Units to Unit Owners other than Declarant, at least one (1) member and not less than twenty-five percent (25%) of the members of the Executive Board shall be elected by Unit Owners other than Declarant. Not later than sixty (60) days after conveyance of fifty percent (50%) of the Units to Unit Owners other than the Declarant, not less than thirty-three and one-third percent (33-1/3%) of the members of the Executive Board shall be elected by Unit Owners other than the Declarant. Not later than sixty (60) days after conveyance of seventy-five percent (75%) of the Units to Unit Owners other than the Declarant, the members of the Executive Board shall be elected by Unit Owners, including the Declarant. Consistent with the foregoing, for a period of time not to exceed seven (7) years after the date of recording this Declaration, or the earlier of (1) sixty (60) days after conveyance of seventy-five percent (75%) of the Units which may be created to Unit Owners other than a Declarant; or (2) two (2) years after all Declarants have ceased to offer Units for sale in the ordinary course of business, Declarant may, at its option, control the Association, and shall specifically have the power to appoint and remove officers and members of the Executive Board. The Declarant reserves the right to send representatives to observe all meetings of the Executive Board while the Declarant holds legal title to a Unit in the Planned Community. Unit Owners, by a two-thirds (2/3) vote of all persons present and entitled to vote at any meeting of the Unit Owners at which a quorum is present, may remove any member of the Executive Board with or without cause, other than a member appointed by the Declarant.

Section 4. Membership. Every Owner of a Unit which is subject to Assessment and the Declarant shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Unit which is subject to Assessment.

ARTICLE VIII. LIMITATION OF LIABILITY

Section 1. Standard of Conduct.

(A) In the performance of their duties, the officers and members of the Executive Board shall stand in a fiduciary relation to the Association and shall perform their duties, including duties as members of any committee of the Board upon which they may serve, in good faith, in a manner they reasonably believe to be in the best interests of the Association and with such care, including reasonable inquiry, skill and diligence, as a person of ordinary prudence would use under similar circumstances.

(B) In discharging the duties of their respective positions, the Executive Board members and officers may, in considering the best interests of the Association,

consider the effects of any action upon employees and upon suppliers of the Association and upon communities in which the Property is located, and all other pertinent factors. The consideration of those factors shall not constitute a violation of the standards described above.

(C) Absent breach of fiduciary duty, lack of good faith or self-dealing, actions taken as an Executive Board member or officer or any failure to take any action shall be presumed to be in the best interest of the Association.

Section 2. Good Faith Reliance. In performing his duties, an officer or Executive Board member shall be entitled to rely in good faith on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by any of the following:

(A) One or more other officers or employees of the Association whom the officer or Executive Board member reasonably believes to be reliable and competent in the matters presented.

(B) Counsel, public accountants or other persons as to matters which the officer or Executive Board member reasonably believes to be within the professional or expert competence of such person.

(C) A committee of the Executive Board upon which he does not serve, duly designated in accordance with law, as to matters within its designated authority, which committee the officer or Executive Board member reasonably believes to merit confidence.

An officer or Executive Board member shall not be considered to be acting in good faith if he has knowledge concerning the matter in question that would cause his reliance to be unwarranted.

Section 3. Limited Liability. No Executive Board member or officer, in his capacity as such, shall be personally liable for monetary damages for any action taken, or any failure to take any action, unless he has breached or failed to perform the duties of his office under the standards described above; provided, however, that the provisions of this Section shall not apply to the responsibility or liability of an Executive Board member or officer pursuant to any criminal statute, or to the liability of an Executive Board member or officer for the payment of taxes pursuant to local, state, or federal law.

Section 4. Indemnification. To the full extent permitted under Pennsylvania law, each member of the Executive Board, in his capacity as an Executive Board member, officer or both, shall be indemnified by the Association

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

To the extent permissible under Pennsylvania law, expenses incurred by an Executive Board member or officer in defending a civil or criminal action, suit or proceeding shall be paid by the Association in advance of the final disposition of such action, suit or proceeding upon the request of the Executive Board member or officer, after the Association has received an undertaking by or on behalf of such person to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Association.

Section 5. Director and Officer Insurance. The Executive Board shall obtain insurance to satisfy the indemnification obligation of the Association and all Unit Owners set forth in this Article, if and to the extent available at reasonable cost.

ARTICLE IX. REPAIR, RESTORATION AND MAINTENANCE

Section 1. Owner's Obligation to Repair. Each Owner shall, at each Owner's sole cost and expense, repair and maintain the exterior of each Owner's residence and the exterior of other improvements, keeping the same in the condition comparable to the condition of such improvements at the time of their initial construction, excepting only normal wear and tear.

Section 2. Failure to Repair, Restore and Maintain. In the event an Owner of any Unit in the Premises shall fail to repair, restore or maintain the Unit and the improvements situated thereon in a manner satisfactory to the Board or the

Architectural Control Committee, the Board, after approval by two-thirds (2/3) vote of the 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 or repair shall be paid for by the Owner on demand, or, if not paid, shall be added to and become part of the Assessment to which such Unit is subject.

ARTICLE X. NOTICE

All notices required to be served upon Unit Owners pursuant to the Act, this Declaration or the Bylaws shall be sufficient if delivered to the Unit or mailed to the Unit Owner at the Unit mailing address by regular mail. The effective date of a notice shall be the date of delivery to the Unit in the case of actual delivery and a date five (5) days after deposit in the mail in the case of notice sent by mail.

ARTICLE XI. DECLARANT/SPECIAL DECLARANT RIGHTS

Section 1. Declarant Rights. Notwithstanding any other provisions contained herein, for so long as the Declarant continues to own any Unit(s), the following provisions shall be deemed to be in full force and effect, none of which, except as hereinafter provided, shall be construed to relieve the Declarant from any obligations of a Unit Owner to pay Assessments as to each Unit on which has been erected a residential dwelling for which a certificate of occupancy has been issued.

(a) Declarant shall have the right to relocate, enlarge, eliminate in whole or in part, change, vary or otherwise alter the easements; provided, however, that any such relocation, enlargement, elimination, charge, variance or alteration of the easements shall not be made without providing alternative access, flow area or other right-of-way or easement necessary to provide access and utilities to and storm water drainage from any Lot shown on the Final Plan of the Premises.

(b) Declarant shall have the unrestricted right to sell or lease any Unit which the Declarant owns, or to use and occupy the same, upon such terms and conditions as it shall deem to be in its own best interests.

(c) Declarant shall have the right to transact on the Property any business necessary to complete the construction of Units and improvements and to consummate the sale of Units, including but not limited to the right to maintain models, display signs, sales offices, management offices, employees in an office, the right to maintain

construction equipment, including construction trailers, and to conduct construction activities on the Premises.

(d) Declarant shall have the absolute right to make any alterations in or improvements to any Unit owned by Declarant, including the right to alter the boundaries between two (2) or more Units owned by Declarant, and, in connection with any such alterations or improvements, to revise the Final Plan and the Plats and Plans and the shares of one or more of such Units; provided that no such revision shall affect the shares of any Units not owned by Declarant, except with the consent of the Unit Owners of such Units and their respective Mortgagees. An appropriate amendment to this Declaration, reflecting any such revision in the shares, and revised Declaration Plan indicating any such alterations in the boundaries of any such Units, need not be submitted to or approved by any other party whatsoever, but shall be executed solely by the Declarant and Recorded.

(e) The Declarant shall have the absolute right to dedicate any streets, sanitary sewers or other improvements offered for dedication on the Final Plans to the appropriate municipal or governmental authorities having jurisdiction.

(f) The Declarant reserves all Special Declarant Rights as set forth in the Act, specifically including, but not limited to, the right to convert or add Additional Real Estate to the Planned Community.

Section 2. Transfer of Special Declarant Rights.

(a) No Special Declarant Rights created or reserved under this subsection may be transferred except by an instrument evidencing the transfer Recorded in the Recorder of Deeds Office of Dauphin County, Pennsylvania. The instrument shall be indexed in the name of the Planned Community in both the grantor and grantee index. The instrument is not effective unless executed by the transferee.

(b) Upon transfer of any Special Declarant Right, the liability of the transferor Declarant and the liabilities and obligations of successors to Special Declarant Rights shall be determined in accordance with Section 5304 of the Act.

(c) Nothing in this Section subjects any successor to a Special Declarant Right to any claims against or other obligations of a transferor

Declarant other than claims and obligations arising under this Declaration or the Act.

Section 3. Restrictions on Declarant-Related Actions.

(a) So long as a Declarant shall own any Units, no Declarant-related amendment shall be made to this Declaration or to any other governing document, nor shall any Declarant-related governing document be executed, adopted or promulgated by the Executive Board or the Association unless such Declarant-related amendment or governing document shall be specifically approved in writing by Declarant.

(b) An amendment or governing document which does any of the following shall be considered to be Declarant-related:

(i) Discriminates or tends to discriminate against a Declarant as a Unit Owner or otherwise.

(ii) Directly or indirectly, by its provisions or in practical application, relates to any Declarant in a manner different from the manner in which it relates to other Unit Owners.

(iii) Modifies the Declarant's Easements provided for by Article IV, the definitions provided for by Article II of this Declaration, or other rights reserved to the Declarant in this Declaration, in a manner which alters Declarant's rights or status.

(iv) Alters any previously Recorded or written agreement with any public or quasi-public agencies, utility companies, political subdivisions, public authorities or other similar agencies or bodies, respecting zoning suspension, streets, roads, drives, easements or facilities.

(v) Alters or repeals any of Declarant's rights or any provision applicable to Declarant's rights as provided for by any provision of this Declaration or of any other governing document applicable to Declarant.

Section 4. Limitation of Liability. Except as is set forth in the Act, as the same applies to structural defects, the Declarant shall not be liable to any Unit Owner, their heirs, executors or assigns, the Association, the Executive Board, or the Architectural Control Committee, any officer, any committee member, any Eligible Mortgagee and/or other lienholder, any guest or invitee, and/or any other party whatsoever for any damage, loss or prejudice suffered or claimed whatsoever and for any reason whatsoever. Furthermore, any Unit Owner or Unit Owners, the Association, the Committee and/or other occupant and/or any other party and/or the Executive

Board, or any member thereof, or any officer, or other committee member, or any Eligible Mortgagee and/or other lienholder, any guest or invitee, and/or any other party whatsoever who shall initiate or cause to initiate and/or bring and/or file any claim, demand, law suit or other legal proceeding against the Declarant for any reason whatsoever, if unsuccessful in said claim, demand, law suit or other legal proceeding, shall pay to the Declarant, on demand, the costs incurred by the Declarant, including attorneys' fees and court costs incurred in the defense of any such claim, demand, lawsuit or other legal proceeding of any kind or nature whatsoever.

ARTICLE XII. CONVERTIBLE AND ADDITIONAL REAL ESTATE

Section 1. Reservation. Declarant hereby explicitly reserves the right and option until the 7th anniversary of the recording of the original Declaration to add Additional Real Estate and/or to convert all or any portion of the Convertible Real Estate to Units, Limited Common Elements, Common Elements or any combination thereof from time to time in compliance with Section 5211 of the Act without the consent of any Unit Owner or Mortgagee. The option to add or convert may be terminated prior to such anniversary only upon the filing of an amendment to this Declaration by the Declarant expressly terminating this reservation. Declarant expressly reserves the right to add or convert any or all portions (without being required to comply with designated phase lines on any approved preliminary subdivision plans), of the Additional or Convertible Real Estate at any time, at different times, in any order, without limitation and without any requirement that any other real estate be converted, added or withdrawn. There are no other limitations on the option to add Additional Real Estate or convert Convertible Real Estate.

Section 2. Assurances. If the Additional or Convertible Real Estate is added or converted, there are no assurances given as to the exact location, exact number of Units, or dimensions of the Units or Buildings to be constructed on such Additional or Convertible Real Estate. There are no assurances given as to the number of resulting Units which will be restricted exclusively to residential use. Any Buildings to be renovated or constructed within the Additional or Convertible Real Estate and Units therein will be compatible in quality, materials and style with the Buildings on other portions of the Premises then constituting the Planned Community. Declarant may construct or convert certain additional structures containing recreational facilities and other amenities serving the Planned Community. Declarant expressly reserves the right to create Limited Common Elements within the Additional or Convertible Real Estate and to designate Common Elements therein which may be subsequently assigned as Limited Common Elements. All restrictions in this Declaration affecting use, occupancy and alienation of Units will apply to Units created in the Additional or Convertible Real Estate. The reallocation of Percentage Interests in the Additional or Convertible Real Estate and the Property shall be computed as required herein. No other assurances are made as to the type of improvements and Limited Common Elements which may be constructed, nor are assurances given as to the proportion of future Limited Common Elements to Additional or Convertible Real

Estate will remain as they exist on the date of this Declaration. As to the Additional or Convertible Real Estate, no other assurances are made in any regard.

ARTICLE XIII. AMENDMENT OF DECLARATION

Section 1. No amendment of this Declaration (except as provided in Section 5219(f) of the Act) may be made without the prior written approval of the required number of first mortgages of Units if and to the extent that such approval is required by the Act.

ARTICLE XIV. GENERAL PROVISIONS

Section 1. Invalidity. The invalidity of any provision of this Declaration shall not be deemed to impair or affect in any manner the validity, enforceability, effect or remainder of this Declaration, and, in such event, all of the other provisions of this Declaration shall continue in full force and effect as if such invalid provision had never been included herein.

Section 2. Binding Covenants; Amendment. The covenants, easements, and restrictions of this Declaration are equitable servitudes, shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owners of the Lots subject to this Declaration or the Township, their respective legal representatives, heirs, successors and assigns. This Declaration may be amended as provided in the Act. Any amendment must be Recorded. Notwithstanding the foregoing provisions, Declarant shall have the right to amend this Declaration without the consent of the Lot Owners for a period of seven (7) years from the date this Declaration is Recorded to conform this Declaration to the requirements of the Federal Housing Administration, the Veteran's Administration and/or any other government lending program (state or federal) so that the Units and prospective Owners thereof shall be eligible for and may participate in any governmental program that makes available mortgage financing for the purchase of residential dwellings.

Section 3. Waiver. No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches which may occur.

Section 4. Gender. The use of the masculine gender in this Declaration shall be deemed to refer to the feminine gender and the use of the singular shall be deemed to refer to the plural, and vice versa, whenever the context so requires.

Section 5. Headings. The headings herein are for reference purposes only and shall not affect the meaning or interpretation of this Declaration.

Section 6. Effective Date. This Declaration shall become effective when it has been duly Recorded.

IN WITNESS WHEREOF, we, the undersigned parties hereto, being all of the current Unit Owners, the Declarant of Brynfield, a Planned Community in Dauphin County, Pennsylvania, pursuant to Section 5219(d) of the Planned Community Act (68 Pa.C.S. §5201, et seq.), and Declarant's lender, to the extent it holds a security interest in the Planned Community, intending to be legally bound hereby, have executed this First Amended Declaration as of September 19, 2001, hereby evidencing our unanimous consent to this first amendment of the original Declaration for Brynfield, recorded on March 24, 2000, at Book 3637, Page 160, in the office of the Recorder of Deeds in and for Dauphin County, Pennsylvania.

WITNESS:

Mary Wick

Richard E. Yingst, Jr.
Richard E. Yingst, Jr.

ATTEST:

Brynfield Homeowners Association

Mary Wick

By: Richard E. Yingst, Jr.
Richard E. Yingst, Jr., President

ATTEST:

Yingst Homes, Inc.

Mary Wick

By: Richard E. Yingst, Jr.
Richard E. Yingst, Jr. President

ATTEST:

West Hanover Development, LLC

Mary Nider

By: Richard E. Yingst, Jr.
Richard E. Yingst, Jr.
Sole Managing Member

ATTEST:

FULTON BANK (Declarant's Lender)
(as mortgagee, limited to security interest)

Laurie Burk
(Asst.) Secretary

By: [Signature]
Sec. (Vice) President

SIGNATURES OF UNIT OWNERS IN BRYNFIELD

Vincent J. Laporte

Unit No. 1-A
VINCENT J. LAPORTE

Theresa Kirillin

Unit No. 1-B
KIRILLIN LIVING TRUST
ALEXANDER KIRILLIN, TRUSTEE
THERESA KIRILLIN, TRUSTEE

Kathy S. Wampler

Unit No. 2-T
ERNEST M. WAMPLER
KATHY S. WAMPLER

LEAVE BLANK - DO NOT USE

Unit No.

[Signature]
Unit No. 4-T
WILLIAM A. CASELLA
ELIZABETH J. CASELLA

Eva M. Cheskawich

Unit No. 5-T
EVA M. CHESKAWICH

Tamara E. Roth

Unit No. 8-T
LOUIS P. ROTH
TAMARA E. ROTH

[Signature]

Unit No. 9-T
BRUCE L. LORD, JR.
NELIANA LANDRON

ATTEST:

West Hanover Development, LLC

By: _____

Richard E. Yingst, Jr.
Sole Managing Member

ATTEST:

FULTON BANK (Declarant's Lender)
(as mortgagee, limited to security interest)

(Asst.) Secretary

By: _____

(Vice) President

SIGNATURES OF UNIT OWNERS IN BRYNFIELD

Unit No. 1-A

VINCENT J. LAPORTE

Unit No. 1-B

**KIRILLIN LIVING TRUST
ALEXANDER KIRILLIN, TRUSTEE
THERESA KIRILLIN, TRUSTEE**

Unit No. 2-T

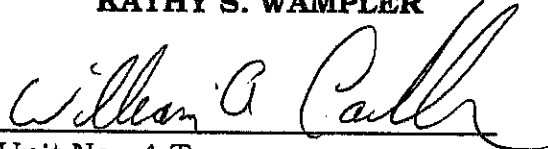
**ERNEST M. WAMPLER
KATHY S. WAMPLER**

Unit No. 3-T

NANCY C. GILBERT

Unit No. 4-T

**WILLIAM A. CASELLA
ELIZABETH J. CASELLA**



Unit No. 5-T

EVA M. CHESKAWICH

Unit No. 8-T

**LOUIS P. ROTH
TAMARA E. ROTH**

Unit No. 9-T

**BRUCE L. LORD, JR.
NELIANA LANDRON**

Linda A. Luke

Unit No. 10-T

LINDA A. LUKE

Michael A. Long

Unit No. 11-T

MICHAEL A. LONG

Dawn E. Heinbaugh

Unit No. 12-T

DAWN E. HEINBAUGH

David A. Almond

Unit No. 13-T

**DAVID A. ALMOND
PATRICE E. ALMOND**

Susan D. Lyon

Unit No. 14-T

SUSAN D. LYON

Mark A. Tyndale

Unit No. 15-T

**MARK A. TYNDALE
AYLISSA TYNDALE**

Joel E. Myers

Unit No. 16-T

**JOEL E. MYERS
JENNY SUE LEE-MYERS**

Richard P. Stewart, Jr.

Unit No. 17-T

**RICHARD P. STEWART, JR.
MILDRED M. STEWART**

Joe D. Alexander

Unit No. 20-A

JOE D. ALEXANDER

Pamela C. Mayblum

Unit No. 23-A

PAMELA C. MAYBLUM

Linda J. Zuvich

Unit No. 23-B

LINDA J. ZUVICH

Ida G. Crist

Unit No. 24-A

IDA G. CRIST

Geraldine S. Wolford

Unit No. 24-B

**E. BRYCE WOLFORD
GERALDINE S. WOLFORD**

Pearl M. Shannon

Unit No. 41-A

PEARL M. SHANNON

Sylvia M. Bonalle

Unit No. 41-B

SYLVIA M. BONALLE

Alex Rohrer

Unit No. 42-A

ALEX ROHRER

Joseph L. Crockett
Unit No. 42-B

**JOSEPH L. CROCKETT
DARLENE K. CROCKETT**

Francis J. Viozzi
Unit No. 43-A

**FRANCIS J. VIOZZI
ROSEANN M. VIOZZI**

Cheryl M. Zewe
Unit No. 43-B

**WILLIAM H. ZEWE
CHERYL M. ZEWE**

Greg Johans
Unit No. 45-A

GREG JOHANS

Juanita A. Turner
Unit No. 46-B

**CALVIN M. TURNER
JUANITA A. TURNER**

Unit No. 47-B

DORIS J. COLLINS

Alyson G. Miller
Unit No. 51-T

**DEREK W. MILLER
ALYSON G. MILLER**

Nancy L. Shuler
Unit No. 54-T

**HERBERT F. SHULER
NANCY L. SHULER**

Melanie M. Zimmerman
Unit No. 55-T

**STEFAN R. MORIN
MELANIE M. ZIMMERMAN**

James Gosa, II
Unit No. 56-T

JAMES GOSA, II

Marjorie F. Gillam
Unit No. 191-A

**PAUL J. GILLAM TRUST
PAUL J. GILLAM, TRUSTEE
MARJORIE F. GILLAM TRUST
MARJORIE F. GILLAM, TRUSTEE**

Charles E. Lontz
Unit No. 191-B

CHARLES E. LONTZ

Mary E. Ferrer
Unit No. 191-D

MARY E. FERRER

Unit No. 42-B

**JOSEPH L. CROCKETT
DARLENE K. CROCKETT**

Unit No. 43-A

**FRANCIS J. VIOZZI
ROSEANN M. VIOZZI**

Unit No. 43-B

**WILLIAM H. ZEWE
CHERYL M. ZEWE**

Unit No. 45-A

GREG JOHANS

Juanita A. Turner
Unit No. 46-B

**CALVIN M. TURNER
JUANITA A. TURNER**

Doris J. Collins
Unit No. 47-B

DORIS J. COLLINS

Unit No. 51-T

**DEREK W. MILLER
ALYSON G. MILLER**

Unit No. 54-T

**HERBERT F. SHULER
NANCY L. SHULER**

Unit No. 55-T

**STEFAN R. MORIN
MELANIE M. ZIMMERMAN**

Unit No. 56-T

JAMES GOSA, II

Unit No. 191-A

**PAUL J. GILLAM TRUST
PAUL J. GILLAM, TRUSTEE
MARJORIE F. GILLAM TRUST
MARJORIE F. GILLAM, TRUSTEE**

Unit No. 191-B

CHARLES E. LONTZ

Unit No. 191-D

MARY E. FERRER

ACKNOWLEDGMENT

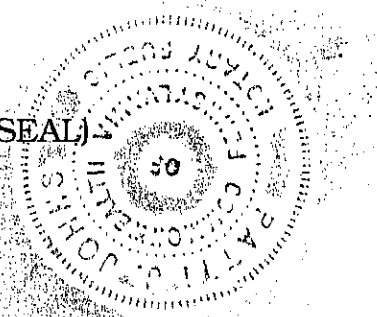
COMMONWEALTH OF PENNSYLVANIA :
: SS.:
COUNTY OF DAUPHIN :

On this the 19th day of September, 2001, before me the undersigned officer, personally appeared Joseph F. Rilatt, who acknowledged himself/herself to be (Vice) President of Fulton Bank, a Pennsylvania banking corporation, and that he/she as such officer, being authorized to do so executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself/herself as (Vice) President.

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

Notarial Seal
Patti J. Johns, Notary Public
Harrisburg, Dauphin County
My Commission Expires Feb. 9, 2004
Member, Pennsylvania Association of Notaries

Patti J. Johns (SEAL)
Notary Public
My Commission Expires:



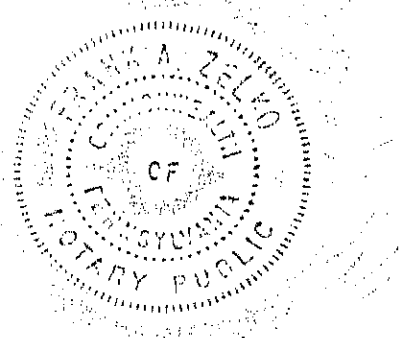
ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :
: SS.:
COUNTY OF DAUPHIN :

Notarial Seal
Patti J. Johns, Notary Public
Harrisburg, Dauphin County
My Commission Expires Feb. 9, 2004
Member, Pennsylvania Association of Notaries

On this the 1st day of September, 2001, before me the undersigned officer, personally appeared VINCENT J. LAPORTE, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

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



Frank A. Zelko (SEAL)
Notary Public
My Commission Expires:

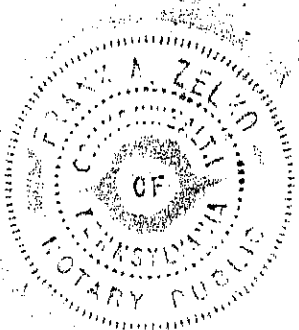
Notarial Seal
Frank A. Zelko, Notary Public
Swatara Twp., Dauphin County
My Commission Expires July 1, 2002
Member, Pennsylvania Association of Notaries

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :
: SS.:
COUNTY OF DAUPHIN :

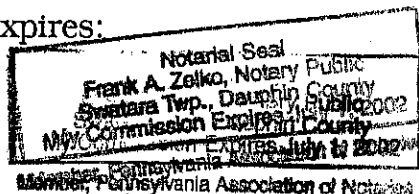
On this the *1st* day of *September*, 2001, before me the undersigned officer, personally appeared RICHARD E. YINGST, JR., who acknowledged himself to be the President of Yingst Homes, Inc., a Pennsylvania corporation, and that he as such officer, being authorized to do so executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

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



Frank A. Zelko (SEAL)
Notary Public
My Commission Expires:

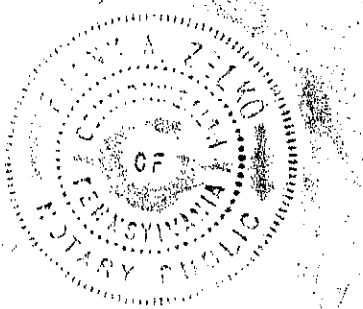
ACKNOWLEDGMENT



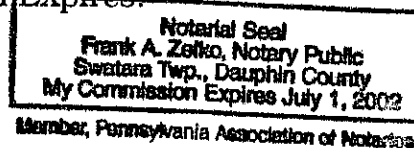
COMMONWEALTH OF PENNSYLVANIA :
: SS.:
COUNTY OF DAUPHIN :

On this the *1st* day of *September*, 2001, before me the undersigned officer, personally appeared RICHARD E. YINGST, JR., who acknowledged himself to be the Sole Managing Member of West Hanover Development, LLC, a Pennsylvania limited liability company, and that he as such officer, being authorized to do so executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by himself as Sole Managing Member.

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



Frank A. Zelko (SEAL)
Notary Public
My Commission Expires:

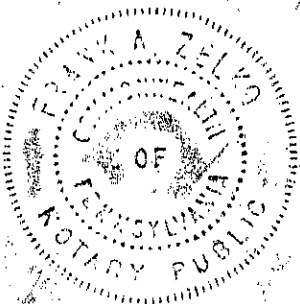


ACKNOWLEDGMENT

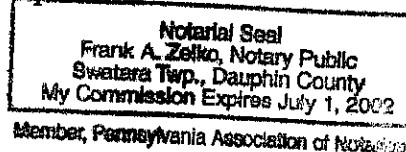
COMMONWEALTH OF PENNSYLVANIA :
: SS.:
COUNTY OF DAUPHIN :

On this the ^{1st} day of *September*, 2001, before me the undersigned officer, personally appeared RICHARD E. YINGST, JR., known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

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



Frank A. Zelko (SEAL)
Notary Public
My Commission Expires:

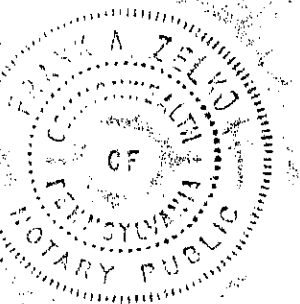


ACKNOWLEDGMENT

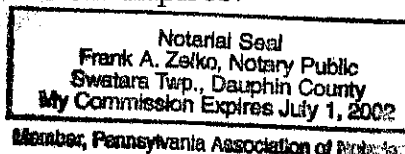
COMMONWEALTH OF PENNSYLVANIA :
: SS.:
COUNTY OF DAUPHIN :

On this the ^{1st} day of *September*, 2001, before me the undersigned officer, personally appeared RICHARD E. YINGST, JR., who acknowledged himself to be the President of Brynfield Homeowners Association, a Pennsylvania corporation, and that he as such officer, being authorized to do so executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

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



Frank A. Zelko (SEAL)
Notary Public
My Commission Expires:

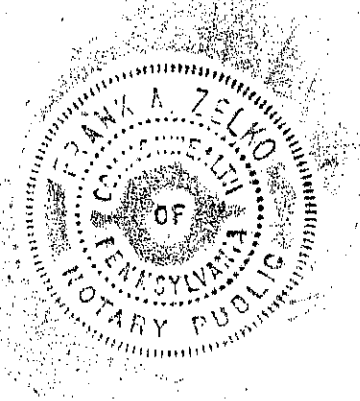


ACKNOWLEDGMENT

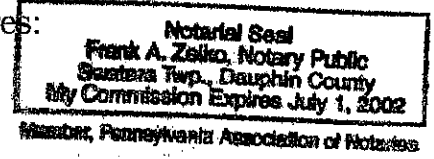
COMMONWEALTH OF PENNSYLVANIA :
: SS.:
COUNTY OF DAUPHIN :

On this the 31st day of *August*, 2001, before me the undersigned officer, personally appeared ALEXANDER KIRILLIN and/or THERESA KIRILLIN, who acknowledged himself/herself to be Trustees for the Kirillin Living Trust, and that he/she as such Trustee, being authorized to do so executed the foregoing instrument for the purposes therein contained by signing the name of the Trust by himself/herself as Trustee.

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



Frank A. Zelko (SEAL)
Notary Public
My Commission Expires:

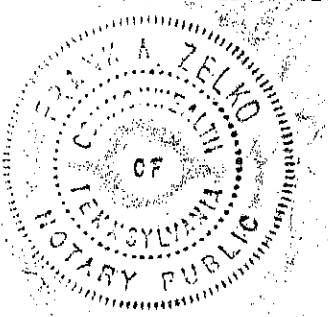


ACKNOWLEDGMENT

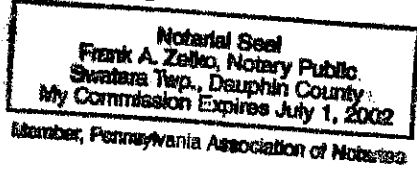
COMMONWEALTH OF PENNSYLVANIA :
: SS.:
COUNTY OF DAUPHIN :

On this the 1st day of *September*, 2001, before me the undersigned officer, personally appeared ERNEST M. WAMPLER and/or KATHY S. WAMPLER, known to me (or satisfactorily proven) to be the person(s) whose name is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained.

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



Frank A. Zelko (SEAL)
Notary Public
My Commission Expires:



ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :
: SS.:
COUNTY OF DAUPHIN :

DO NOT USE

On this the day of , 2001, before me the undersigned officer, personally appeared NANCY C. GILBERT, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained.

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

LEAVE BLANK

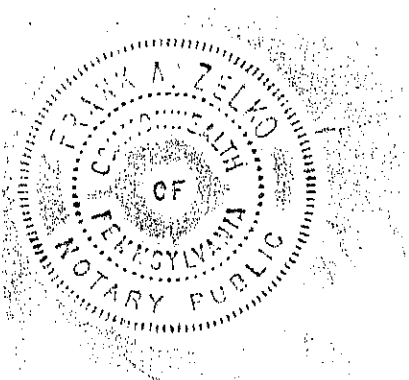
_____(SEAL)
Notary Public
My Commission Expires:

ACKNOWLEDGMENT

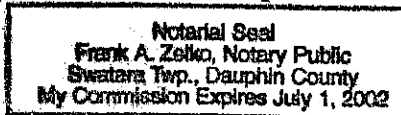
COMMONWEALTH OF PENNSYLVANIA :
: SS.:
COUNTY OF DAUPHIN :

On this the 31st day of *August* , 2001, before me the undersigned officer, personally appeared WILLIAM A. CASELLA and/or ELIZABETH J. CASELLA, known to me (or satisfactorily proven) to be the person(s) whose name is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained.

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



Frank A. Zelko (SEAL)
Notary Public
My Commission Expires:



Member, Pennsylvania Association of Notaries

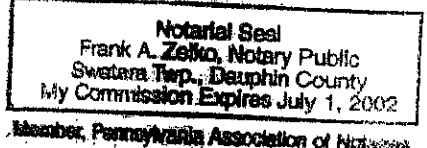
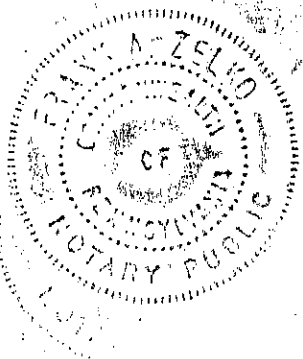
ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :
: SS.:
COUNTY OF DAUPHIN :

On this the 31st day of August, 2001, before me the undersigned officer, personally appeared EVA M. CHESKAWICH, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained.

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

Frank A. Zelko (SEAL)
Notary Public
My Commission Expires:



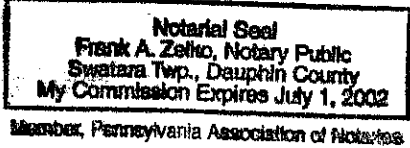
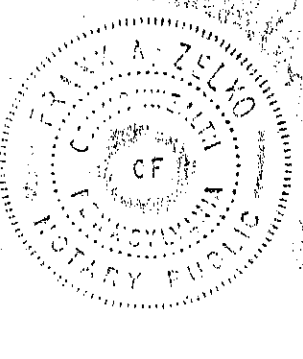
ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :
: SS.:
COUNTY OF DAUPHIN :

On this the 31st day of August, 2001, before me the undersigned officer, personally appeared LOUIS P. ROTH and/or TAMARA E. ROTH, known to me (or satisfactorily proven) to be the person(s) whose name is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained.

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

Frank A. Zelko (SEAL)
Notary Public
My Commission Expires:

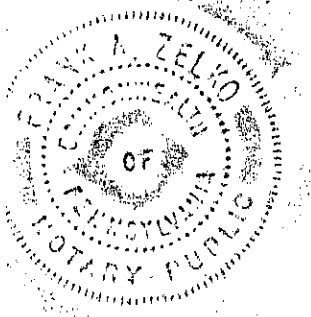


ACKNOWLEDGMENT

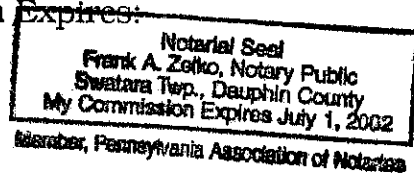
COMMONWEALTH OF PENNSYLVANIA :
: SS.:
COUNTY OF DAUPHIN :

On this the *1st* day of *September*, 2001, before me the undersigned officer, personally appeared BRUCE L. LORD, JR. and/or NELIANA LANDRON, known to me (or satisfactorily proven) to be the person(s) whose name is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained.

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



Frank A. Zelko (SEAL)
Notary Public
My Commission Expires:

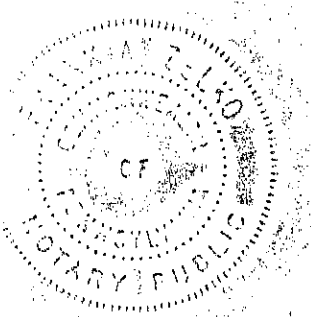


ACKNOWLEDGMENT

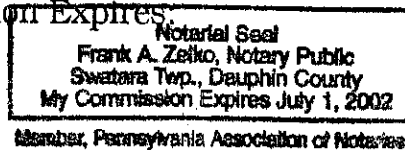
COMMONWEALTH OF PENNSYLVANIA :
: SS.:
COUNTY OF DAUPHIN :

On this the *1st* day of *September*, 2001, before me the undersigned officer, personally appeared LINDA A. LUKE, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained.

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



Frank A. Zelko (SEAL)
Notary Public
My Commission Expires:

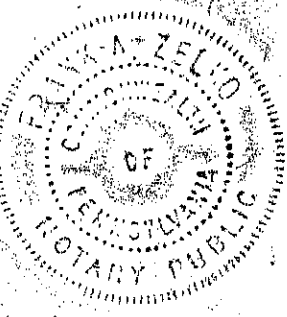


ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :
: SS.:
COUNTY OF DAUPHIN :

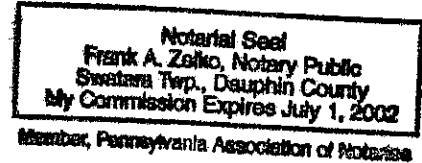
On this the ^{31st} day of *August*, 2001, before me the undersigned officer, personally appeared MICHAEL A. LONG, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

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



Frank A. Zelko (SEAL)
Notary Public
My Commission Expires:

ACKNOWLEDGMENT



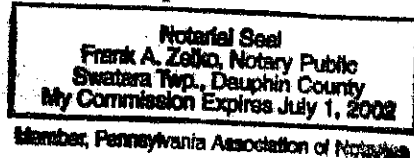
COMMONWEALTH OF PENNSYLVANIA :
: SS.:
COUNTY OF DAUPHIN :

On this the ^{4th} day of *September*, 2001, before me the undersigned officer, personally appeared DAWN E. HEINBAUGH, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained.

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



Frank A. Zelko (SEAL)
Notary Public
My Commission Expires:

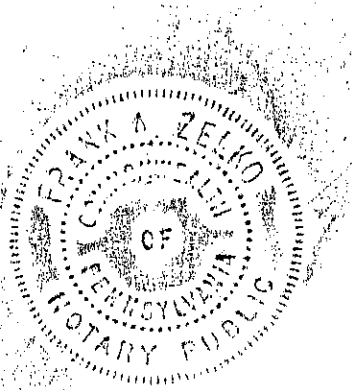


ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :
: SS.:
COUNTY OF DAUPHIN :

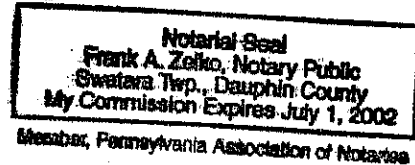
On this the *1st* day of *September*, 2001, before me the undersigned officer, personally appeared DAVID A. ALMOND and/or PATRICE E. ALMOND, known to me (or satisfactorily proven) to be the person(s) whose name is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained.

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



Frank A. Zelko (SEAL)
Notary Public
My Commission Expires:

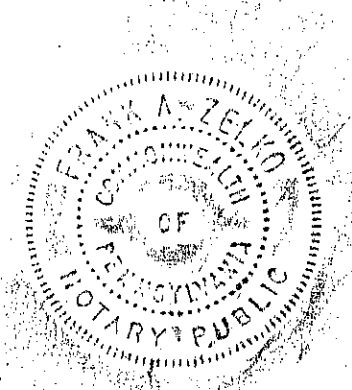
ACKNOWLEDGMENT



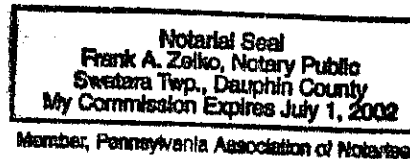
COMMONWEALTH OF PENNSYLVANIA :
: SS.:
COUNTY OF DAUPHIN :

On this the *30th* day of *August*, 2001, before me the undersigned officer, personally appeared SUSAN D. LYON, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained.

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



Frank A. Zelko (SEAL)
Notary Public
My Commission Expires:

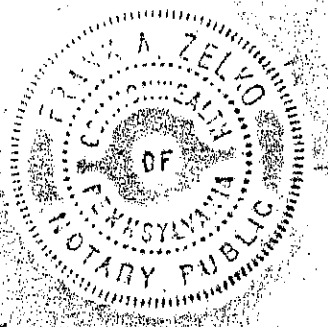


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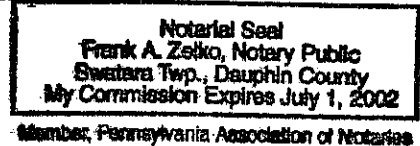
COMMONWEALTH OF PENNSYLVANIA :
: SS.:
COUNTY OF DAUPHIN :

On this the *1st* day of *September*, 2001, before me the undersigned officer, personally appeared MARK A. TYNDALE and/or AYLISSA TYNDALE, known to me (or satisfactorily proven) to be the person(s) whose name is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained.

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



Frank A. Zelko (SEAL)
Notary Public
My Commission Expires:

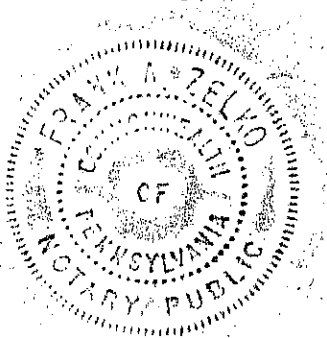


ACKNOWLEDGMENT

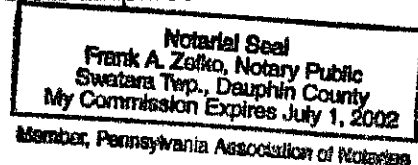
COMMONWEALTH OF PENNSYLVANIA :
: SS.:
COUNTY OF DAUPHIN :

On this the *31st* day of *August*, 2001, before me the undersigned officer, personally appeared JOEL E. MYERS and/or JENNY SUE LEE-MYERS, known to me (or satisfactorily proven) to be the person(s) whose name is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained.

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



Frank A. Zelko (SEAL)
Notary Public
My Commission Expires:



ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :
: SS.:
COUNTY OF DAUPHIN :

On this the 30th day of August, 2001, before me the undersigned officer, personally appeared RICHARD P. STEWART, JR. and/or MILDRED M. STEWART, known to me (or satisfactorily proven) to be the person(s) whose name is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained.

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

Frank A. Zelko (SEAL)
Notary Public
My Commission Expires:

ACKNOWLEDGMENT

Notarial Seal
Frank A. Zelko, Notary Public
Swatara Twp., Dauphin County
My Commission Expires July 1, 2002
Member, Pennsylvania Association of Notaries

COMMONWEALTH OF PENNSYLVANIA :
: SS.:
COUNTY OF DAUPHIN :

On this the 1st day of September, 2001, before me the undersigned officer, personally appeared JOE D. ALEXANDER, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

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

Frank A. Zelko (SEAL)
Notary Public
My Commission Expires:

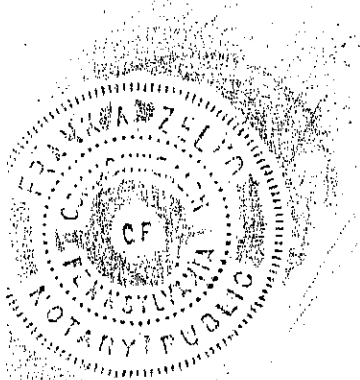
Notarial Seal
Frank A. Zelko, Notary Public
Swatara Twp., Dauphin County
My Commission Expires July 1, 2002
Member, Pennsylvania Association of Notaries

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :
: SS.:
COUNTY OF DAUPHIN :

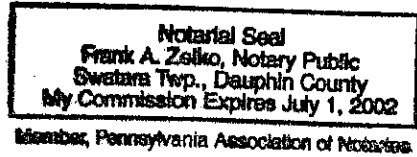
On this the 31st day of August, 2001, before me the undersigned officer, personally appeared PAMELA C. MAYBLUM, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained.

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



Frank A. Zelko (SEAL)
Notary Public
My Commission Expires:

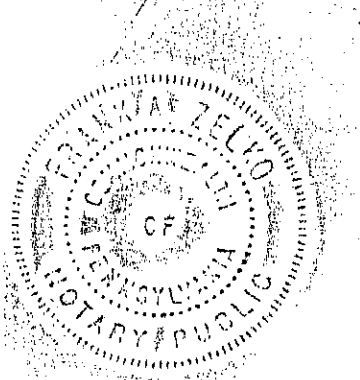
ACKNOWLEDGMENT



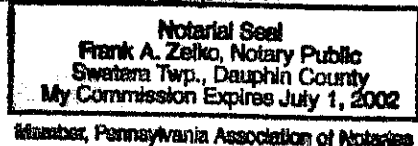
COMMONWEALTH OF PENNSYLVANIA :
: SS.:
COUNTY OF DAUPHIN :

On this the 1st day of September, 2001, before me the undersigned officer, personally appeared LINDA J. ZUVICH, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained.

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



Frank A. Zelko (SEAL)
Notary Public
My Commission Expires:



ACKNOWLEDGMENT

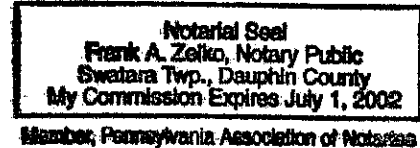
COMMONWEALTH OF PENNSYLVANIA :
: SS.:
COUNTY OF DAUPHIN :

On this the 30th day of August, 2001, before me the undersigned officer, personally appeared IDA G. CRIST, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained.

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



Frank A. Zelko (SEAL)
Notary Public
My Commission Expires:



ACKNOWLEDGMENT

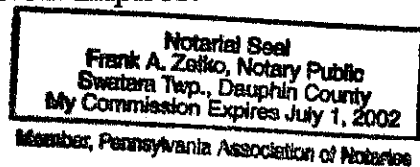
COMMONWEALTH OF PENNSYLVANIA :
: SS.:
COUNTY OF DAUPHIN :

On this the 4th day of September, 2001, before me the undersigned officer, personally appeared E. BRYCE WOLFORD and/or GERALDINE S. WOLFORD, known to me (or satisfactorily proven) to be the person(s) whose name is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained.

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



Frank A. Zelko (SEAL)
Notary Public
My Commission Expires:

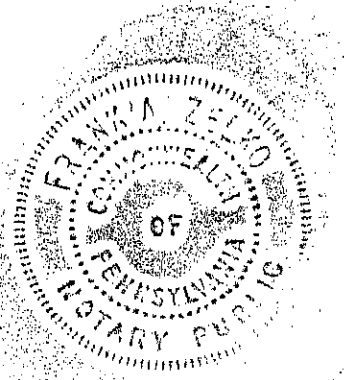


ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :
: SS.:
COUNTY OF DAUPHIN :

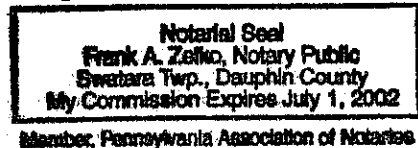
On this the ^{1st} day of *September*, 2001, before me the undersigned officer, personally appeared PEARL M. SHANNON, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained.

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



Frank A. Zeiko (SEAL)
Notary Public
My Commission Expires:

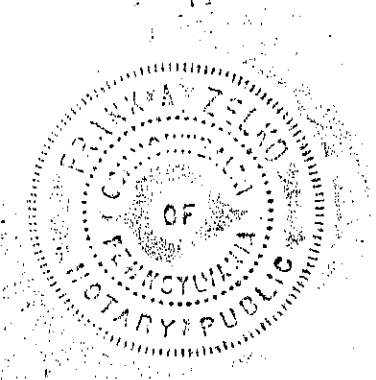
ACKNOWLEDGMENT



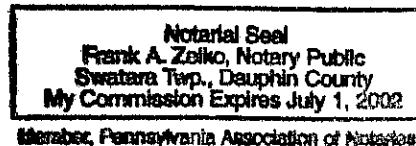
COMMONWEALTH OF PENNSYLVANIA :
: SS.:
COUNTY OF DAUPHIN :

On this the ^{1st} day of *September*, 2001, before me the undersigned officer, personally appeared SYLVIA M. BONALLE, known to me (or satisfactorily proven) to be the person) whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained.

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



Frank A. Zeiko (SEAL)
Notary Public
My Commission Expires:

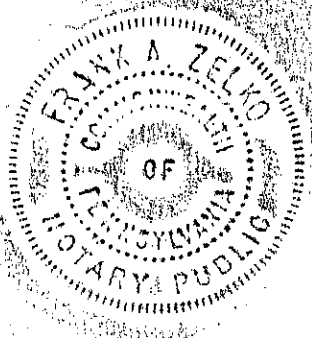


ACKNOWLEDGMENT

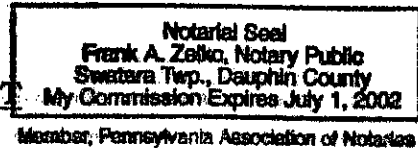
COMMONWEALTH OF PENNSYLVANIA :
: SS.:
COUNTY OF DAUPHIN :

On this the *31st* day of *August*, 2001, before me the undersigned officer, personally appeared ALEX ROHRER, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

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



Frank A. Zelko (SEAL)
Notary Public
My Commission Expires:

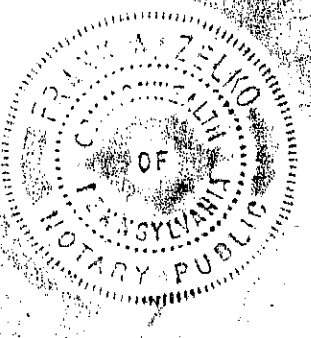


ACKNOWLEDGMENT

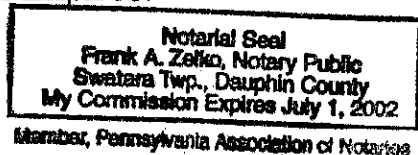
COMMONWEALTH OF PENNSYLVANIA :
: SS.:
COUNTY OF DAUPHIN :

On this the *1st* day of *September*, 2001, before me the undersigned officer, personally appeared JOSEPH L. CROCKETT and/or DARLENE K. CROCKETT, known to me (or satisfactorily proven) to be the person(s) whose name is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained.

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



Frank A. Zelko (SEAL)
Notary Public
My Commission Expires:

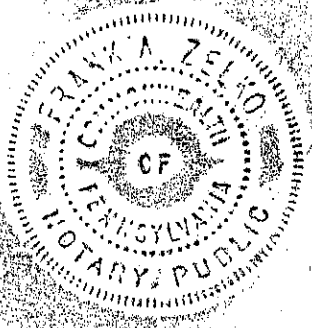


ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :
: SS.:
COUNTY OF DAUPHIN :

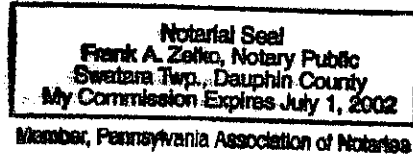
On this the *31st* day of *August*, 2001, before me the undersigned officer, personally appeared FRANCIS J. VIOZZI and/or ROSEANN M. VIOZZI, known to me (or satisfactorily proven) to be the person(s) whose name is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained.

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



Frank A. Zelko (SEAL)
Notary Public
My Commission Expires:

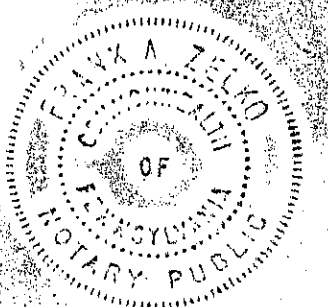
ACKNOWLEDGMENT



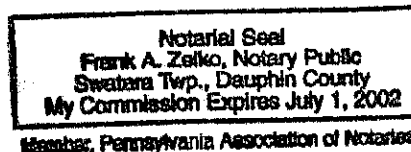
COMMONWEALTH OF PENNSYLVANIA :
: SS.:
COUNTY OF DAUPHIN :

On this the *1st* day of *September*, 2001, before me the undersigned officer, personally appeared WILLIAM H. ZEWE and/or CHERYL M. ZEWE, known to me (or satisfactorily proven) to be the person(s) whose name is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained.

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



Frank A. Zelko (SEAL)
Notary Public
My Commission Expires:

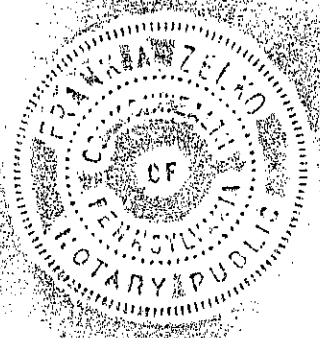


ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :
: SS.:
COUNTY OF DAUPHIN :

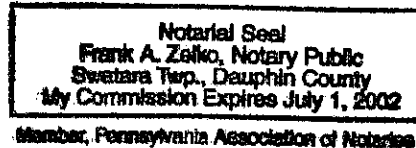
On this the 30th day of August, 2001, before me the undersigned officer, personally appeared GREG JOHANS, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

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



Frank A. Zelko (SEAL)
Notary Public
My Commission Expires:

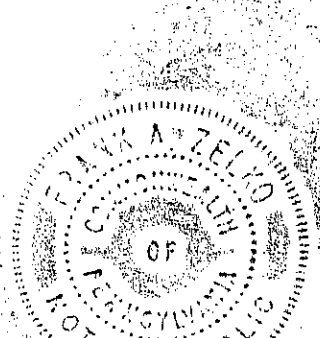
ACKNOWLEDGMENT



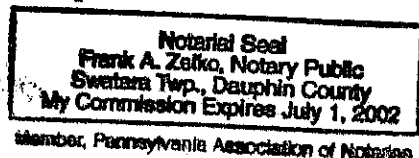
COMMONWEALTH OF PENNSYLVANIA :
: SS.:
COUNTY OF DAUPHIN :

On this the 1st day of September, 2001, before me the undersigned officer, personally appeared CALVIN M. TURNER and/or JUANITA A. TURNER, known to me (or satisfactorily proven) to be the person(s) whose name is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained.

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



Frank A. Zelko (SEAL)
Notary Public
My Commission Expires:



ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :
STATE OF FLORIDA : SS.:
COUNTY OF DAUPHIN :
HERNANDO :

On this the th 12 day of *September*, 2001, before me the undersigned officer, personally appeared DORIS J. COLLINS, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained.

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



SUSAN RUTH KURTZ
Notary Public, State of Florida
My Comm. expires 9/14/04
Comm No. CC967826

Susan Ruth Kurtz (SEAL)
Notary Public
My Commission Expires:

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF DAUPHIN : SS.:

DO NOT USE

On this the ___ day of _____, 2001, before me the undersigned officer, personally appeared DEREK W. MILLER and/or ALYSON G. MILLER, known to me (or satisfactorily proven) to be the person(s) whose name is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained.

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

LEAVE BLANK

_____(SEAL)
Notary Public
My Commission Expires:

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :
: SS.:
COUNTY OF DAUPHIN :

DO NOT USE

On this the day of , 2001, before me the undersigned officer, personally appeared DORIS J. COLLINS, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained.

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

LEAVE BLANK

_____(SEAL)
Notary Public
My Commission Expires:

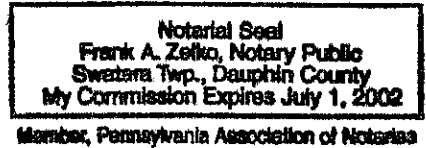
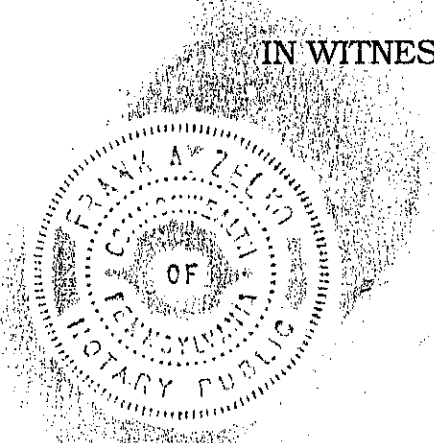
ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :
: SS.:
COUNTY OF DAUPHIN :

On this the *1st* day of *September* , 2001, before me the undersigned officer, personally appeared DEREK W. MILLER and/or ALYSON G. MILLER, known to me (or satisfactorily proven) to be the person(s) whose name is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained.

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

Frank A. Zello (SEAL)
Notary Public
My Commission Expires:

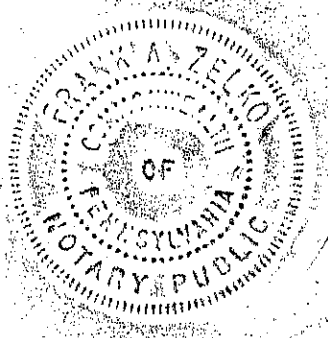


ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :
: SS.:
COUNTY OF DAUPHIN :

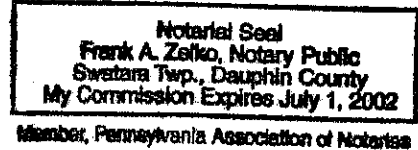
On this the 30th day of August, 2001, before me the undersigned officer, personally appeared HERBERT F. SHULER and/or NANCY L. SHULER, known to me (or satisfactorily proven) to be the person(s) whose name is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained.

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



Frank A. Zelko (SEAL)
Notary Public
My Commission Expires:

ACKNOWLEDGMENT



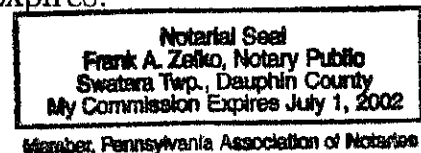
COMMONWEALTH OF PENNSYLVANIA :
: SS.:
COUNTY OF DAUPHIN :

On this the 1st day of September, 2001, before me the undersigned officer, personally appeared STEFAN R. MORIN and/or MELANIE M. ZIMMERMAN, known to me (or satisfactorily proven) to be the person(s) whose name is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained.

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



Frank A. Zelko (SEAL)
Notary Public
My Commission Expires:

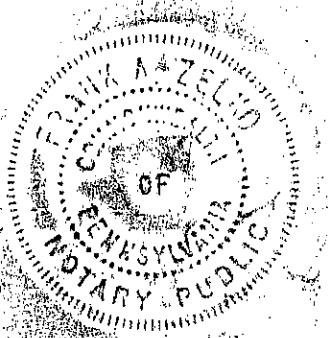


ACKNOWLEDGMENT

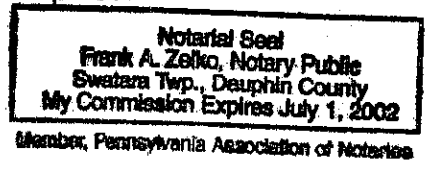
COMMONWEALTH OF PENNSYLVANIA :
: SS.:
COUNTY OF DAUPHIN :

On this the 31st day of August, 2001, before me the undersigned officer, personally appeared JAMES GOSA, II, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

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



Frank A. Zelko (SEAL)
Notary Public
My Commission Expires:

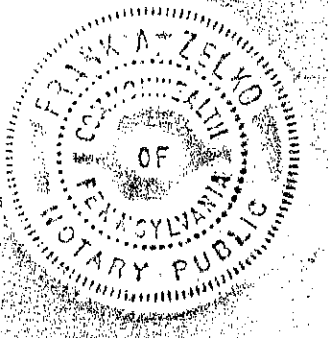


ACKNOWLEDGMENT

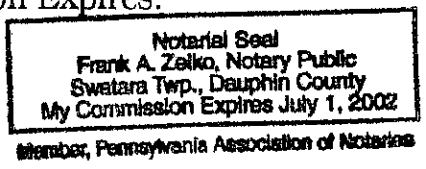
COMMONWEALTH OF PENNSYLVANIA :
: SS.:
COUNTY OF DAUPHIN :

On this the 1st day of September, 2001, before me the undersigned officer, personally appeared PAUL J. GILLAM and/or MARJORIE F. GILLAM, who acknowledged himself/herself to be Trustees for the Paul J. Gillam and Marjorie F. Gillam Trusts, and that he/she as such Trustee, being authorized to do so executed the foregoing instrument for the purposes therein contained by signing the name of the Trusts by himself/herself as Trustee.

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



Frank A. Zelko (SEAL)
Notary Public
My Commission Expires:

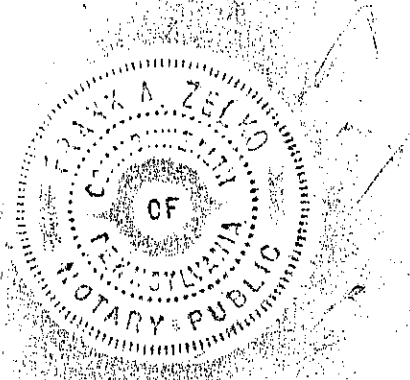


ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :
: SS.:
COUNTY OF DAUPHIN :

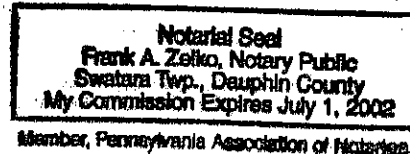
On this the 30th day of August, 2001, before me the undersigned officer, personally appeared CHARLES E. LONTZ, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

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



Frank A. Zelko (SEAL)
Notary Public
My Commission Expires:

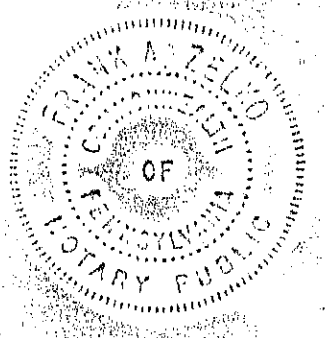
ACKNOWLEDGMENT



COMMONWEALTH OF PENNSYLVANIA :
: SS.:
COUNTY OF DAUPHIN :

On this the 1st day of September, 2001, before me the undersigned officer, personally appeared MARY E. FERRER, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained.

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



Frank A. Zelko (SEAL)
Notary Public
My Commission Expires:

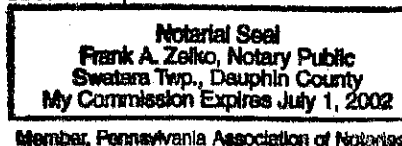


Exhibit A. Submitted Real Estate

BRYNFIELD – PHASES I, III & IX

ALL THAT CERTAIN tract or lot of land situate in West Hanover Township, Dauphin County, Commonwealth of Pennsylvania, more particularly bounded and described as follows, to wit:

BEGINNING at a p.k. nail in Green Hill Road at the dividing line of lands now or formerly of Maximino Torres and subject premises; thence by Green Hill Road South 87 degrees 49 minutes 00 seconds West 50.00 feet to a p.k. nail; thence by lands now or formerly of Lucille Davidson North 02 degrees 11 minutes 00 seconds West 230.00 feet to a point; thence by same and by lands now or formerly of Thomas Schwartz, Anthony Morrow, and John Lazur South 87 degrees 49 minutes 00 seconds West 399.48 feet to a point; thence through lands now or formerly of Barbara Patterson the following 27 courses: 1) North 13 degrees 22 minutes 24 seconds West 180.93 feet to a point; 2) North 00 degrees 32 minutes 41 seconds West 122.96 feet to a point; 3) North 43 degrees 44 minutes 34 seconds East 200.25 feet to a point; 4) North 10 degrees 33 minutes 48 seconds West 164.61 feet to a point; 5) North 01 degrees 00 minutes 00 seconds East 41.69 feet to a point; 6) North 04 degrees 36 minutes 58 seconds East 80.16 feet to a point; 7) North 01 degrees 00 minutes 00 seconds East 130.00 feet to a point; 8) South 89 degrees 32 minutes 39 seconds East 85.82 feet to a point; 9) North 73 degrees 00 minutes 22 seconds East 67.38 feet to a point; 10) North 64 degrees 40 minutes 00 seconds East 470.00 feet to a point; 11) South 25 degrees 20 minutes 00 seconds East 145.00 feet to a point; 12) North 64 degrees 40 minutes 00 seconds East 20.90 feet to a point; 13) by a curve to the left having a radius of 325.00 feet, an arc length of 82.32 feet and a chord of North 57 degrees 24 minutes 36 seconds East 82.10 feet to a point; 14) North 50 degrees 09 minutes 12 seconds East 8.23 feet to a point; 15) by a curve to the left having a radius of 100.00 feet, an arc length of 93.97 feet and a chord of North 23 degrees 13 minutes 55 seconds East 90.55 feet to a point; 16) North 50 degrees 09 minutes 12 seconds East 88.52 feet to a point; 17) by a curve to the left having a radius of 100.00 feet, an arc length of 93.97 feet, and a chord of North 77 degrees 04 minutes 29 seconds East 90.55 feet to a point; 18) North 50 degrees 09 minutes 12 seconds East 14.99 feet to a point; 19) by a curve to the left having a radius of 225.00 feet, an arc length of 83.13 feet and a chord of North 39 degrees 34 minutes 10 seconds East 82.65 feet to a point; 20) North 61 degrees 00 minutes 53 seconds West 45.00 feet to a point; 21) North 74 degrees 51 minutes 40 seconds West 75.17 feet to a point; 22) North 06 degrees 07 minutes 26 seconds West 190.96 feet to a point; 23) North 78 degrees 27 minutes 13 seconds East 51.22 feet to a point; 24) North 80 degrees 06 minutes 08 seconds East 59.82 feet to a point; 25) North 77 degrees 14 minutes 36 seconds East 25.00 feet to a point; 26) South 85 degrees 37 minutes 49 seconds East 52.32 feet to a point; 27) North 77 degrees 14 minutes 36 seconds East 151.13 feet to a point on line of lands now or formerly of West Hanover Development, LLC; thence by lands now or formerly of West Hanover Development, LLC South 12 degrees 41 minutes 19 seconds East 387.58 feet to a

point; thence through lands now or formerly of Barbara Patterson South 77 degrees 18 minutes 41 seconds West 127.16 feet to a point; thence by same South 38 degrees 32 minutes 20 seconds West 234.86 feet to a point; thence by same South 61 degrees 54 minutes 41 seconds West 56.83 feet to a point; thence continuing through lands of Barbara Patterson South 50 degrees 09 minutes 12 seconds West 190.11 feet to a point; thence by same South 08 degrees 22 minutes 55 seconds East 84.03 feet to a iron pin; thence by lands now or formerly of Gerald Longenecker South 81 degrees 36 minutes 45 seconds West 300.00 feet to an iron pin; thence by same South 08 degrees 22 minutes 59 seconds East 200.00 feet to a concrete monument; thence by lands of Gerald Longenecker South 06 degrees 17 minutes 16 seconds East 238.76 feet to an iron pin; thence by same South 02 degrees 08 minutes 42 seconds East 199.65 feet to a point; thence by lands now or formerly of Maximino Torres South 87 degrees 49 minutes 00 seconds West 210.00 feet to a point; thence by same South 02 degrees 11 minutes 00 seconds East 230.00 feet to a p.k. nail in Green Hill Road, the place of **BEGINNING.**

CONTAINING 19.38 Acres.

BEING lands of Brynfield Phases I, III and IX as shown on the Final Subdivision Plan of Brynfield Phases I, III and IX, prepared by ACT ONE Consultants, Inc., recorded in the Office of the Recorder of Deeds in and for Dauphin County, Pennsylvania, on June 10, 1999, in Plan Book C, Volume 7, Pages 55 through 74.

BEING part of the same premises which Barbara W. Patterson, widow, by Deed dated May 18, 1999, and recorded in the Office for the Recording of Deeds in and for Dauphin County, Pennsylvania, on May 28, 1999, in Record Book 3419, Page 47, granted and conveyed unto Richard E. Yingst, Jr.

BRYNFIELD EAST – PHASE I

ALL THAT CERTAIN tract or lot of land situate in West Hanover Township, Dauphin County, Commonwealth of Pennsylvania, more particularly bounded and described as follows, to wit:

BEGINNING at a point in the center of Hershey Road (State Route 39) at the dividing line of lands now or formerly of Agway, Inc. and subject premises; Thence by partially crossing Hershey Road and by lands of Agway, Inc. South 83 degrees 28 minutes 00 seconds West 42.68 feet to a point on the dedicated right-of-way line of Hershey Road; Thence by lands of Lot #1 of Hanover Crossing North 26 degrees 56 minutes 31 seconds West 362.22 feet to a point; Thence by same by a curve to the right having a radius of 11,499.16 feet, an arc length of 234.84 feet, and a chord bearing of North 26 degrees 21 minutes 25 seconds West 234.83 feet to a point; Thence by same by a curve to the left having a radius of 24.00 feet, an arc length of 37.56 feet, and a chord bearing of North 70 degrees 36 minutes 35 seconds West 33.85 feet to a point; Thence continuing by Lot #1 of Hanover Crossing South 64 degrees 33 minutes 08 seconds West 97.77 feet to a point; Thence by same by a curve to the right having a radius of 260.00 feet, an arc length of 179.64 feet, and a chord bearing of South 84 degrees 20 minutes 45 seconds West 176.09 feet to a point on the

northern right-of-way line of PP&L; Thence by same and by said PP&L right-of-way South 55 degrees 15 minutes 55 seconds West 315.74 feet to a point on line of lands now or formerly of Gerald W. and Jane Longenecker; Thence by lands of Gerald W. and Jane Longenecker and Barbara W. Patterson North 12 degrees 41 minutes 19 seconds West 615.92 feet to a point; Thence through remaining lands of Brynfield East North 58 degrees 14 minutes 40 seconds East 62.99 feet to a point; Thence by same by a curve to the right having a radius of 475.00 feet, an arc length of 127.37 feet, and a chord bearing of North 65 degrees 55 minutes 34 seconds 126.99 feet to a point; Thence by same North 73 degrees 36 minutes 28 seconds East 22.13 feet to a point; Thence continuing through other lands of Brynfield East North 70 degrees 01 minutes 53 seconds East 80.16 feet to a point; Thence by same North 73 degrees 36 minutes 28 seconds East 188.42 feet to a point; Thence by same by a curve to the left having a radius of 25.00 feet, an arc length of 38.76 feet, and a chord bearing of North 29 degrees 11 minutes 17 seconds East 35.00 feet to a point on the western dedicated right-of-way line of Hershey Road; Thence by partially crossing Hershey Road North 74 degrees 46 minutes 06 seconds East 40.00 feet to a point in the center of Hershey Road; Thence by the center of Hershey Road by a curve to the left having a radius of 2650.54 feet, an arc length of 450.23 feet and a chord bearing of South 20 degrees 05 minutes 53 seconds East 449.69 feet to a point; Thence continuing by the center of Hershey Road by a curve to the left having a radius of 11,459.16 feet, an arc length of 395.56 feet, and a chord bearing of South 25 degrees 57 minutes 11 seconds East 395.54 feet to a point; Thence by same South 26 degrees 56 minutes 37 seconds East 377.10 feet to a point, the place of **BEGINNING**.

CONTAINING 8.33 acres.

BEING Phase I as shown on the Final Subdivision Plan of Brynfield East, prepared by ACT ONE Consultants, Inc., and recorded in the Office of the Recorder of Deeds in and for Dauphin County, Pennsylvania, on March 3, 2000, in Plan Book L, Volume 7, Pages 67 through 78.

BEING subject to a 150-foot PP&L right-of-way, tree restrictions, and certain wetland area restrictions as shown on the above mentioned subdivision plan.

BEING a part of the same premises which Elmer R. Yeager and Carolyn G. Yeager, husband and wife, by deed dated September 15, 1997, and recorded in the Office for the Recording of Deeds in and for Dauphin County, Pennsylvania, on September 16, 1997, in Record Book 2932, Page 178, granted and conveyed unto West Hanover Development, LLC, a Pennsylvania Limited Liability Company.

thence continuing by the western right-of-way line of Hanoverdale Drive by a curve to the right having a radius of 325.00 feet and an arc length of 77.65 feet, said curve also having a chord bearing and distance of South 56 degrees 59 minutes 52 seconds West 77.46 feet to a point at the dividing line of other Lands of Brynfield and Lands of Brynfield, Phase VII, the place of BEGINNING.

CONTAINING 4.21 acres.

BEING the overall perimeter of Brynfield, Phase VII, recorded in Plan Book U, Volume 7, Page 6.

BEING SUBJECT TO conditions and restrictions as set forth on the above mentioned subdivision plan.

BEING a portion of the same premises which Barbara W. Patterson, individually, and as Administratrix of the Estate of Robert E. Patterson, et al., by their deed dated April 1, 1988, and recorded in the Recorder of Deeds Offices of Dauphin County in Record Book 1094, Page 228, granted and conveyed unto Barbara W. Patterson.

BRYNFIELD — PHASE VII

ALL THAT CERTAIN lot or tract of land situate in West Hanover Township, Dauphin County, Commonwealth of Pennsylvania, more particularly bounded and described as follows, to wit:

BEGINNING at a point on the western dedicated right-of-way line of Hanoverdale Drive at the dividing line of other lands of Brynfield and the subject premises: thence by line of other lands of Brynfield North 26 degrees 09 minutes 29 seconds West 189.03 feet to a point; thence by same North 56 degrees 03 minutes 31 seconds West 172.97 feet to a point; thence continuing by other lands of Brynfield North 43 degrees 44 minutes 50 seconds West 25.00 feet to a point on the eastern dedicated right-of-way line of Graybill Drive; thence by same and crossing Graybill Drive North 83 degrees 42 minutes 27 seconds West 75.84 feet to a point on the western right-of-way line of Graybill Drive; thence by line of other lands of Brynfield North 24 degrees 47 minutes 58 seconds West 30.00 feet to a point; thence by same North 59 degrees 40 minutes 48 seconds West 59.41 feet to a point; thence continuing by other lands of Brynfield North 30 degrees 19 minutes 12 seconds East 132.00 feet to a point on the southern dedicated right-of-way line of Baumgardner Drive; thence crossing Baumgardner Drive North 57 degrees 52 minutes 31 seconds East 56.40 feet to a point on the northern right-of-way line of Baumgardner Drive; thence by the northern right-of-way line of Baumgardner Drive and other lands of Brynfield South 59 degrees 40 minutes 48 seconds East 39.78 feet to a point; thence continuing by other lands of Brynfield the following bearing and distances: (1) North 30 degrees 19 minutes 12 seconds East 94.62 feet to a point; (2) North 80 degrees 17 minutes 03 seconds East 55.00 feet to a point; (3) South 59 degrees 40 minutes 48 seconds East 325.89 feet to a point; South 49 degrees 43 minutes 40 seconds East 82.93 feet to a point; thence by line of Lands of Brynfield, Phase 9 (recorded in Plan Book C, Volume 7, Page 55) South 06 degrees 07 minutes 26 seconds East 24.00 feet to a point; thence by same South 74 degrees 51 minutes 40 seconds East 76.17 feet to a point; thence continuing by same South 61 degrees 00 minutes 53 seconds East 45.00 feet to a point on the western dedicated right-of-way line of Quiggley Circle; thence by the western right-of-way line of Quiggley Circle by a curve to the right having a radius of 225.00 feet and an arc length of 83.13 feet, said curve also having a chord bearing and distance of South 39 degrees 34 minutes 10 seconds West 82.65 feet to a point; thence by same South 50 degrees 09 minutes 12 seconds West 14.99 feet to a point; thence continuing by the western right-of-way line of Quiggley Circle by a curve to the right having a radius of 100.00 feet and an arc length of 93.97 feet, said curve also having a chord bearing and distance of South 77 degrees 04 minutes 29 seconds West 90.55 feet to a point; thence crossing Baumgardner Drive South 50 degrees 09 minutes 12 seconds West 88.52 feet to a point on a curve connecting the southern right-of-way line of Baumgardner Drive and the western right-of-way line of Hanoverdale Drive; thence by the western right-of-way line of Hanoverdale Drive by a curve to the right having a radius of 100.00 feet and an arc length of 93.97 feet, said curve also having a chord bearing and distance of South 23 degrees 13 minutes 55 seconds West 90.55 feet to a point; thence by same South 50 degrees 09 minutes 12 seconds West 8.23 feet to a point;

Thence by line of land now or formerly of John A. Lazur, lands now or formerly of Larry Hicks, Jr., and lands now or formerly of Ralph A. McWhirter South 87 degrees 49 minutes 00 seconds West 142.72 feet to an iron pin; Thence by line of land now or formerly of Ralph A. McWhirter, land now or formerly of Brenda L. Tshuoy, land now or formerly of Leonard H. Krein and land now or formerly of Donald L. Albert North 82 degrees 51 minutes 00 seconds West 506.85 feet to an iron pin; Thence continuing by land now or formerly of Donald L. Albert and by partially crossing Green Hill Road South 07 degrees 09 minutes 00 seconds West 230.00 feet to a P.K. Nail in the centerline of Green Hill Road; Thence by the centerline of Green Hill Road North 82 degrees 51 minutes 00 seconds West 50.00 feet to a P.K. Nail in the centerline of Green Hill Road; Thence by partially crossing Green Hill Road and by land now or formerly of Henry J. Koncewicz North 07 degrees 09 minutes 00 seconds East 230.00 feet to an iron pin, *the place of beginning.*

CONTAINING 13.01 acres.

BEING the overall perimeter of Brynfield, Phase V & X. Recorded in Plan Book W, Vol. 7, Page 86.

BEING SUBJECT TO conditions and restrictions as set forth on the above mentioned subdivision plan.

95-083

Exhibit B. Schedule of Unit Identifying Numbers

The units in Brynfield are identified below by lot number and type of Unit. The lots and their boundaries are shown on the certified plans, Exhibit C, which are incorporated herein by reference. Lots will be described by metes and bounds in deeds to Unit Owners.

<u>Lot No.</u>	<u>Type of Unit</u>
52	Duplex
58	Quad
189	Townhouse

Exhibit C. Certified Plats and Plans

These plats and plans are on file at Dauphin County Courthouse.

Exhibit D. Convertible and Additional Real Property

BRYNFIELD _ ADDITIONAL REAL PROPERTY

All that certain two tracts of land situate in West Hanover Township Dauphin County Commonwealth of Pennsylvania more particularly bounded and described as follows, to wit:

Tract 1:

Beginning at a pin in a rotted post at north-west corner of lands of West Hanover Development Corp, said point also being located on line of lands of Skycrest Section C;

Thence by line of lands of West Hanover Development, LLC, South 12 degrees 41 minutes 19 seconds East 329.96 feet to a point at the north-west extremity of lands of Brynfield, Phase IX; Thence by Lot 60T of Brynfield Phase IX South 77 degrees 14 minutes 36 seconds West 151.13 feet to a point; Thence by crossing Quiggley Circle North 85 degrees 37 minutes 49 seconds West 52.32 feet to a point; Thence by Lot 93T of Brynfield Phase IX South 77 degrees 14 minutes 36 seconds West 25.00 feet to a point; Thence by same South 80 degrees 06 minutes 08 seconds West 59.82 feet to a point; Thence by same South 78 degrees 27 minutes 13 seconds West 51.22 feet to a point; Thence by Lots 93T, 94T, 95T, 96T, 97T, 98T, 98T, and 99T South 06 degrees 07 minutes 26 seconds East 166.96 feet to a point on line of lands of Brynfield Phase VII; Thence by Lots 101C and 101D of Brynfield Phase VII North 49 degrees 43 minutes 40 seconds West 62.93 feet to a point; Thence by Lots 102A, 102B, 103A, 103B, 104A, 104B, 105A, and 105B of Brynfield Phase VII North 59 degrees 40 minutes 48 seconds West 325.89 feet to a point; Thence continuing by Lot 105 B South 80 degrees 17 minutes 03" West 55.00 feet to a point; Thence by same South 30 degrees 19 minutes 12 seconds West 94.62 feet to a point on the northern dedicated right-of-way line of Baumgardner Drive; Thence by said dedicated right-of-way line North 59 degrees 40 minutes 48 seconds West 39.78 feet to a point; Thence by crossing Baumgardner Drive South 57 degrees 52 minutes 31 seconds West 56.40 feet to a point; Thence by Lot 158A of Brynfield Phase VII South 30 degrees 19 minutes 12 seconds West 132.00 feet to a point; Thence by same and by Lot 158B South 59 degrees 40 minutes 48 seconds East 59.41 feet to a point; Thence by Lot 158B South 24 degrees 47 minutes 58 seconds East 30.00 feet to a point; Thence by crossing Graybill Drive South 83 degrees 42 minutes 27 seconds East 75.84 feet to a point; Thence by Lot 159A of Brynfield Phase VII South 43 degrees 44 minutes 50 seconds East 25.00 feet to a point; Thence by same and by Lots 159B, 160A, and 160B South 56 degrees 03 minutes 31 seconds East 172.97 feet to a point; Thence by Lots 161A, 161B, 162A, and 162B of Brynfield Phase VII South 28 degrees 09 minutes 29 seconds East 189.03 feet to a point on the northern

Tract 2:

Beginning at a pin at the north-east corner of lands now or formerly of Gerald Longenecker at the dividing line of Brynfield Phase I and subject premises;

Thence by line of lands of Open Space D2 of Brynfield, Phases I and III North 08 degrees 22 minutes 55 seconds West 84.03 feet to a point; Thence by same North 50 degrees 09 minutes 12 seconds East 190.11 feet to a point; Thence by crossing Brynfield Way (formerly Hanover View Court) North 61 degrees 64 minutes 41 seconds East 56.83 feet to a point; Thence by Lots 48A, 48B, 48C, and 48D of Brynfield Phase III North 38 degrees 32 minutes 20 seconds East 234.86 feet to a point; Thence by Open Space A1 of Brynfield Phase IX North 77 degrees 18 minutes 41 seconds East 127.16 feet to a point on line of lands of West Hanover Development, LLC (Brynfield East Development); Thence by lands now or formerly of West Hanover Development, LLC, by crossing Brynfield Way, by Lot 93 and Open Space C of Brynfield East, Phase I, South 12 degrees 41 minutes 19 seconds East 573.96 feet to an iron pin in concrete; Thence by lands now or formerly of Gerald Longenecker South 81 degrees 36 minutes 45 seconds West 557.12 feet to an iron pin; Thence by same North 08 degrees 22 minutes 55 seconds West 200.00 feet to an iron pin, the place of beginning.

Containing 5.56 Acres.

Being the southeastern remains of lands

dedicated right-of-way line of Hanoverdale Drive; Thence by said dedicated right-of-way line by a curve to the right having a radius of 325.00 feet and an arc length of 4.68 feet, said curve also having a chord bearing of South 64 degrees 15 minutes 16 seconds West 4.68 feet to a point; Thence by same South 64 degrees 40 minutes 00 seconds West 20.90 feet to a point; Thence by Lot 47B of Brynfield Phase I North 25 degrees 20 minutes 00 seconds West 145.00 feet to a point; Thence by same and by Lots 47A, 46B, 46A, 45B, 45A, 44B, 44A, 43B, and 43A of Brynfield Phase I South 64 degrees 40 minutes 00 seconds West 470.00 feet to a point; Thence by Lots 42B and 42A South 73 degrees 00 minutes 22 seconds West 67.38 feet to a point; Thence by Lots 41B and 41A of Brynfield, Phase I, North 89 degrees 32 minutes 39 seconds West 85.82 feet to a point; Thence continuing by Lot 41A South 01 degrees 00 minutes 00 seconds West 130.00 feet to a point at the dividing line of Brynfield Phase I and Brynfield Phase V; Thence by the northern dedicated right-of-way line of Hanoverdale Drive North 89 degrees 00 minutes 00 seconds West 252.32 feet to a point; Thence by the eastern dedicated right-of-way line of Baumgardner Drive by a curve to the right having a radius of 15.00 feet and an arc length of 23.58 feet, said curve also having a chord bearing of North 44 degrees 00 minutes 00 seconds West 21.21 feet to a point; Thence by same North 01 degrees 00 minutes 00 seconds East 78.35 feet to a point; Thence by crossing Baumgardner Drive and by Lot 40D and Open Space A3 of Brynfield, Phase V, North 89 degrees 00 minutes 00 seconds West 285.44 feet to a point on line of Open Space A of Sagewicke, Phase III; Thence by lands of Sagewicke, Phase III North 29 degrees 35 minutes 14 seconds East 111.45 feet to a point; Thence by same North 07 degrees 16 minutes 23 seconds East 314.92 feet to a set stone; Thence by lands now or formerly of Gary L. Houck (remaining lands of Sagewicke) North 33 degrees 03 minutes 28 seconds East 454.93 feet to a pipe; Thence by same North 04 degrees 53 minutes 08 seconds West 378.36 feet to an iron pin at lands of Patterson Acres, Phase II; Thence by lands of Lot # 9 of Patterson Acres, Phase II and by crossing Short Street North 87 degrees 47 minutes 08 seconds East 257.55 feet to a point; Thence by Lot 2 of Patterson Acres South 04 degrees 53 minutes 07 seconds East 12.23 feet to a point; Thence by same North 87 degrees 47 minutes 11 seconds East 205.16 feet to a point; Thence by same North 04 degrees 34 minutes 17 seconds West 12.23 feet to a point; Thence by line of Lot 10 of Patterson Acres (lands now or formerly of West Hanover Township Skyline Commons Park) North 87 degrees 47 minutes 08 seconds East 479.88 feet to a point on line of lands of Skycrest Section C; Thence by Lots 12 and 13 of Skycrest Section C South 04 degrees 55 minutes 42 seconds East 256.85 feet to a point; Thence by Lots 13 and 14 of Skycrest Section C North 80 degrees 04 minutes 45 seconds East 399.37 feet to a pin at a rotted post, the place of beginning.

Containing 28.23 Acres.

Being the northern remains of lands