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LIST OF EXHIBITS

Exhibit “A”	-----	Legal Description of the Land
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**DECLARATION OF COVENANTS, RESTRICTIONS,
EASEMENTS, CHARGES AND LIENS
FOR SUNNYBROOK VILLAGE COMMUNITY ASSOCIATION, INC.
A PLANNED COMMUNITY**

THIS DECLARATION made this 9th day of May 2003, by **HERITAGE-SUNNYBROOK VILLAGE II, L.P.**, a Pennsylvania limited partnership, 3326 Old York Road, Suite B, Furlong, PA 18925 (“Declarant”), as legal owner of the Property described below.

BACKGROUND

Declarant is the owner in fee simple of the land described on Exhibit “A” known as Section R-1, R-2, R-3 and Section R-4 of the plan of subdivision, as described by legal description attached hereto and made a part hereof, situate in Lower Pottsgrove Township, Montgomery County, Pennsylvania (the “Land”) The Land subdivided is being developed as shown on the Plats (as hereinafter defined) as a residential planned community known in part as “Sunnybrook Village.” Declarant is recording this Declaration to create a planned community with respect to the Land described herein and the dwellings and improvements to be constructed thereon pursuant to the Pennsylvania Uniform Planned Community Act, 68 Pa.C.S.A. §5101, et seq. (the “Act”), as described herein and subject to all the terms and conditions hereof.

WITNESSETH:

NOW, THEREFORE, the Declarant hereby declares and covenants, for itself and its successors and assigns, that the Land and all buildings and improvements now or hereafter constructed thereon is and shall be held, transferred, sold, conveyed, used and occupied under and subject to the covenants, restrictions, easements and conditions in this Declaration, all of which shall run with the Land and each of the Units, and all buildings and other improvements now or hereafter constructed thereon, as follows:

ARTICLE I – DEFINITIONS

1.01 Act Definitions. Any capitalized terms used herein that are defined in the Act shall have the meanings ascribed to them in the Act; and any terms used herein that are defined in the Act and are also defined herein shall have the general meanings ascribed to them in the Act and the specific meanings ascribed to them in this Declaration.

1.02 Defined Terms. In addition to the terms defined in the Act and elsewhere in this Declaration, the following terms, when used herein, shall have the meanings ascribed to them in this Section 1.02:

- a. “Assessments” – means amounts levied or assessed by the Association against

the Units and Unit Owners from time to time pursuant to this Declaration and the Act for the purpose of paying or providing for the payment of Common Expenses.

b. “Association” – means SUNNYBROOK VILLAGE COMMUNITY ASSOCIATION, INC., which shall be organized as a Pennsylvania non-profit corporation before the date on which the first Lot is transferred by the Declarant to a Unit Owner other than the Declarant.

c. “Board” – means the Executive Board of the Association, consisting of those individuals elected from time to time to serve on the Executive Board of the Association pursuant to this Declaration, the By-Laws and the Act.

d. “By-Laws” – means the By-Laws of the Association as amended from time to time. The By-Laws shall bind the Association and all Unit Owners whether or not they are recorded.

e. “Common Elements” – means common facilities or controlled facilities including a portion of the bike path (within Sections R1, R2, R3 and R4) and other facilities or property that may be conveyed to or acquired by the Association for the common use or benefit of the Units and Unit Owners. Common Elements also includes any entry signage that Declarant may erect as part of the Community.

f. “Common Expense Liability” – means the liability appurtenant to each Lot to pay the share of Common Expenses and Assessments therefore imposed hereunder and allocated to such Lot. Common Expense Liability may also include exterior Unit maintenance such as painting and roof replacement if authorized by the Association.

g. “Common Expenses” – includes the actual and estimated expenses incurred or to be incurred by the Association from time to time for the general benefit of the Association and all Unit Owners, including but not limited to (i) general overhead and administrative expenses of the Association, (ii) federal, state or local taxes or other impositions or charges that may be levied or assessed against the Association or its property or income, (iii) premiums for insurance and bonds carried by the Association, (iv) the costs of maintaining, managing, insuring and repairing the Common Elements and making any necessary replacements thereto or thereof, (v) amounts set aside as operating and capital reserves, (vi) expenses of prosecuting or defending any litigation or other proceedings by, against or affecting the Association, the Unit Owners, the Property or any of the Lots which the Association may bring or defend pursuant to this Declaration and the Regulations, (vii) the fees or other compensation payable to any manager that may be engaged by the Association from time to time to assist the Association in managing, operating or administering the Association or the Common Elements, and (viii) all other expenses and liabilities incurred or that may be incurred by the Association in carrying out or performing its rights, duties and functions.

h. “Community” – means the planned townhouse community created hereby known as “Sunnybrook Village,” consisting of the Land and all Units, Dwellings and improvements now or hereafter constructed or located thereon, and all Common Facilities and Controlled Facilities.

i. “Community Documents” – means, as applicable, this Declaration, the By-Laws and the Regulations, as amended from time to time.

j. “Controlled Facilities” – means any real estate that is not a Common Facility and is improved, repaired, replaced, managed, insured, controlled or maintained by the Association as provided in this Declaration.

k. “Declarant” – means the Declarant originally named herein, and any successor to any Special Declarant Rights.

l. “Declarant Control Period” – means the period of time commencing on the first transfer of a Lot to a Unit Owner other than the Declarant and ending on the earliest of (i) five (5) years after the date thereof, (ii) sixty (60) days after the conveyance of seventy-five percent (75%) of the Lots to Unit Owners other than the Declarant, or (iii) two (2) years after the Declarant has ceased to offer Lots for sale in the ordinary course of business.

m. “Declaration” – means this Declaration as it may be amended from time to time, together with the Plats, as the same may be amended from time to time. The Plats are an integral part of this Declaration.

n. “Director” – means a natural person who is a member of the Board.

o. “Dwelling” – means an attached single family dwelling constructed or hereafter constructed on a Lot in a townhouse.

p. “Eligible Mortgage” – means a first mortgage encumbering a Lot held by an Eligible Mortgagee.

q. “Eligible Mortgagee” – means a Bank, Savings and Loan Association, Savings Bank or other federally or state chartered financial institution, or any guarantor or insurer of a first mortgage lien against a Unit that is a federal or state chartered financial institution or federal or state governmental agency or corporation (including, but not limited to, the Veterans Administration, the United States Department of Housing and Urban Development, the Federal National Mortgage Association and/or the Federal Home Loan Mortgage Corporation, or their successors), which has given written notice to the Association, by certified mail, return receipt requested, of its name and address and the address and description of the Unit on which it holds, insures or guarantees an Eligible Mortgage. If an Eligible Mortgage is assigned by an Eligible Mortgagee to another person that qualifies as an Eligible Mortgagee hereunder, the Association shall not be bound to recognize the assignee

as an Eligible Mortgagee unless and until the Association shall have received written notice of such assignment and written notice of the same and address of the assignee.

r. “Land” – means the real property known as Section R-1, R-2, R-3 and Section R-4 of the plan of subdivision, as described by legal description on Exhibit “A” attached hereto and made a part hereof, situate in Lower Pottsgrove Township, Montgomery County, Pennsylvania attached hereto, consisting of the 151 Townhouse lots, a portion of the bike path (located in Sections R1, R2, R3 and R4), and the private roads called Creekside Drive and Brookview Lane, together with all easements, rights and privileges benefiting said Land, and subject to the easements, restrictions and other matters of record described on Exhibit “B” attached hereto as well as the easements, covenants and restrictions set forth herein or created pursuant hereto.

s. “Lot” – means one of the separate and subdivided one hundred and fifty-one (151) lots numbered 1 through 151, as shown on the Plat. Reference to a “Lot” includes the Dwellings and other improvements thereon. Each Lot is a separate Unit for purposes of this Declaration and the Act. Those Lots shall be included within the definition of the Lot and subject to this Declaration.

t. “Person” – means a natural person, a corporation, a partnership, a trust or any other legal entity.

u. “Plan” – means the recorded plan of subdivision for the Property. The recorded Plan refers to Sunnybrook Village prepared by Gilmore & Associates, Inc. for Heritage Building Group, Inc., dated January 29, 2001, last revised April 9, 2002, and as revised thereafter and recorded in the Land Records of Montgomery County at Plan Book L-6, Page 140~141.

v. “Property” – means the Land described on Exhibit “A” attached hereto and on the Plan, containing a total area of 33.561 acres, more or less, together with all improvements now or hereafter constructed thereon, all easements benefitting said Land, and all appurtenances thereto. (Property excludes Section C-1, C-2.1, C-2.2, C-3, C-4, C-5, C-6, C-7, I-1, I-2, I-3, I-4, and Section I-5 as reflected on the Plan).

w. “Regulations” – means those rules and regulations promulgated by the Association from time to time governing and regulating the Unit Owner’s use and enjoyment of the Common Elements and other matters pursuant to this Declaration and the Act.

x. “Special Declarant Rights” – has the meaning given to such term in the Act and includes the rights reserved for the benefit of the Declarant hereunder to (i) complete the improvements shown on the Plats, (ii) maintain offices, signs and models, (iii) use easements through the Common Elements for the purpose of making improvements within the Property, (iv) change the boundary lines between Lots owned by the Declarant, (v) appoint and remove Directors during the Declarant Control Period, and (vi) any other rights reserved unto the Declarant constituting “Special

Declarant Rights” under the Act and reserved herein, whether or not expressly designated as such in this Declaration.

y. “Township” – means Lower Pottsgrove Township, Montgomery County, Pennsylvania.

z. “Unit” – means a “Lot.”

aa. “Unit Owner” – means the Owner or Owners of fee simple title to any Townhouse, including the Declarant as to any Lots owned and declared by the Declarant, but not including a Person holding such title solely as security for an obligation. All obligations imposed on a “Unit Owner” hereunder (including, without limitation, the obligation to pay Assessments) shall be the joint and several obligation of all of the persons who are the Unit Owners of a Lot regardless of the manner in which they hold such title.

**ARTICLE II – SUBMISSION OF PROPERTY TO ACT;
UNIT BOUNDARIES; APPLICABILITY OF DECLARATION;
CONSTRUCTION AND INTERPRETATION**

2.01 Applicability of Declaration. The Declarant hereby creates a Planned Community with respect to the Property and submits the Property to the Act, subject to the limitations hereinafter set forth, pursuant to this Declaration. All present and future Unit Owners (and their respective tenants, subtenants, family members, guests, agents, servants, employees and any other persons occupying or using any Lot or the Common Elements) shall be bound by this Declaration, the By-Laws and the Regulations. This Declaration is intended to comply with and it is intended that the Act will apply to the Community and the Units only to the limited extent provided by Section 5102(a)(2) of the Act, and this Declaration shall be interpreted consistently with said intention. If any provision hereof reserves any rights to the Declarant or otherwise is deemed to cause the Community to be subject to the Act beyond the limited extent provided in Section 5102(a)(2) thereof, such provision shall be deemed stricken from this Declaration and shall be of no force or effect. The Declarant has not intended to reserve (nor shall this Declaration be interpreted to contain any reservation of) any rights under Sections 5215 or 5211 of the Act.

2.02 Construction. If there is any conflict or inconsistency between this Declaration and the By-Laws, this Declaration shall control except to the extent contrary to the Act or other applicable law.

2.03 Easements, Etc. The Property is subject to those recorded easements and other matters of record set forth on Exhibit “B” attached hereto and made a part hereof and to those other easements, notes, conditions and restrictions as are set forth herein and on the Plats.

2.04 Lot/Unit Boundaries; Unit Numbers. The title lines and horizontal boundaries of each Lot are as set forth on the Plats. Each Lot consists of all land and air space located within the

aforesaid title lines and the Dwelling and other improvements now or hereafter constructed thereon or therein. Each Lot shall have the identifying Unit or Lot number as shown on the Plats.

ARTICLE III – ASSOCIATION; MEMBERSHIP; VOTING

3.01 The Association; Powers. The Association, acting through its Board of Directors, shall have the following duties, rights, privileges, functions and responsibilities set forth in the Act, this Declaration and the By-Laws including, without limitation, the following:

- a. To keep the Common Elements in good condition and repair and to make any necessary replacements thereof or thereto.
- b. To purchase any insurance coverages or fidelity bonds required or permitted to be obtained for or on behalf of the Association hereunder.
- c. To adopt operating and capital budgets of the Association and to make amendments thereto, as from time to time necessary or desirable.
- d. To compute, levy, assess and collect Assessments, and impose late charges for delinquencies in the payment thereof.
- e. To enter into contracts with third parties as may be necessary or appropriate from time to time in connection with the performance of the Association's rights, duties and obligations hereunder, and to pay for the goods and services furnished to the Association pursuant to such contracts.
- f. To adopt, amend and repeal, from time to time, reasonable Regulations as the Board may deem necessary or desirable.
- g. To enforce the Community Documents and impose reasonable fines upon any Unit Owner violating this Declaration or the Regulations.
- h. To engage and compensate legal counsel, accountants and other professional advisors in connection with any matters affecting the business or affairs of the Association.
- i. To indemnify present and former Directors, Officers and other agents of the Association, and to advance (or reimburse them for) costs incurred in connection with or as a result of any liability, suit or proceeding which they or any of them may incur, or to which they may be subject, as a result of serving on behalf of the Association, to the extent required or permitted by applicable law, the By-Laws, or pursuant to any separate contract between the Association and such Persons.

j. To grant utility easements over, across, through or under the Common Elements as may be necessary from time to time in favor of utility or service companies furnishing electric, gas, water, sanitary sewer, telephone or cable television services for the benefit of any Units or Common Elements.

k. To prosecute or defend claims, suits and causes of action by or against the Association and to litigate, arbitrate, settle, compromise and/or release any such claims or suits.

l. The right and power to dedicate or transfer all or any part of the Common Elements to any municipal, county, state, federal or other public agency, authority or utility, for such purposes and subject to such conditions as may be agreed upon by the Unit Owners, provided that no such dedication or transfer shall become effective unless the same has been authorized by the vote or consent of Members entitled to cast at least sixty-seven percent (67%) of the votes which all Members of the Association are entitled to cast, and provided further that notwithstanding any shorter notice period permitted by the By-Laws, written notice of such proposed action (specifying in reasonable detail the property to be transferred, the proposed transferee and the purposes of such transfer) shall be mailed to each Unit Owner not less than thirty (30) days in advance of the scheduled meeting at which such action is to be considered. The right to dedicate or to transfer any part of the Common Elements, however, shall not extend to any Common Element, if any, located within a Lot boundary line owned by a Unit Owner.

m. To do all other things necessary or expedient in order to carry out all the powers, rights, privileges, duties and functions of the Association and exercise all powers incidental thereto.

3.02 Membership. Every Unit Owner is a member of the Association and is required to pay all Assessments levied by the Association against such Unit Owner's Lot. Membership in the Association is appurtenant to, and may not be severed from, ownership of a Lot, and transfers automatically upon conveyance of title to a Lot. No Unit Owner shall be relieved of the obligation to pay Assessments or to perform any other obligations arising hereunder by any waiver or purported waiver of the right to use or enjoy the Common Elements or any other benefits of membership in the Association. Membership in the Association and the rights, privileges and obligations associated therewith, are not assignable or delegable by a Unit Owner and no Unit Owner has the right to pledge, mortgage, assign or transfer to any other person his membership in the Association except by conveyance of title to his Lot. The obligations of Unit Owners shall not be affected by any purported abandonment of a Lot.

3.03 Voting Rights of Unit Owners. There shall be one (1) vote allocated and appurtenant to each Lot, regardless of the size thereof, the existence or non-existence of a Dwelling thereon, or the number of Unit Owners thereof. The vote appurtenant to a Lot may be cast by any one of the Unit Owners thereof at a meeting of Members, but if there is a conflict among such Unit Owners present as to how such vote shall be cast on any matter, such vote shall not be counted, except as may otherwise be provided in the By-Laws.

3.04 Election of Board

a. Subject to the other provisions of the Community Documents, the Board shall have the full and exclusive power and authority to act on behalf of the Association. The initial board shall consist of five (5) Directors.

b. Subject to Section 3.04 (c) hereof, during the Declarant Control Period, all members of the Board shall be appointed and may be removed and replaced by the Declarant from time to time, with or without an actual meeting, without the necessity of obtaining resignations from Directors replaced or removed, and without prior notice to the other Unit Owners.

c. Not later than sixty (60) days after the conveyance of twenty-five percent (25%) of the Lots to Unit Owners other than the Declarant, two (2) Directors shall be elected by Unit Owners other than the Declarant. The Declarant reserves the right, in its sole and absolute discretion, to surrender voluntarily the right to appoint and remove Officers and Directors prior to the termination of the Declarant Control Period, or otherwise accelerate the time for appointment of Directors by the other Unit Owners; and may, as a condition thereof, require that specified actions of the Association or the Board be approved by the Declarant before they become effective. Such actions shall be specified in an instrument executed and recorded by the Declarant. The Declarant may conditionally surrender the right to appoint and remove members of the Board, reserving the right to exercise such rights at a later time upon giving thirty (30) days prior written notice to the Association.

d. Not later than sixty (60) days after the conveyance of seventy-five percent (75%) of the Lots to Unit Owners other than the Declarant, the Directors shall all resign and all five Directors shall be elected by Unit Owners. Two Directors shall be elected to serve a term of three years. Two Directors shall be elected to serve a term of two years. One Director shall be elected to serve a term of one year. At the expiration of each successive term of each member of the Board of Directors, his successor shall be elected to serve for a term of three years.

3.05 Election of Officers. Officers of the Association shall consist of such executive and subordinate officers as may be specified in or provided for in the By-Laws. Officers of the Association shall be elected by the Board in the manner specified in the By-Laws.

3.06 Voting by Ballot or Proxy. To the extent provided in the By-Laws and to the fullest extent permitted by the Act, the Unit Owners may vote on any matter on which Unit Owners are entitled to vote under the Community Documents (including, but not limited to, election of Directors and amending the Community Documents), by proxy, by mail-in ballot, or in person.

**ARTICLE IV – COMMON ELEMENTS; MAINTENANCE
AND REPAIR**

4.01 Management and Maintenance of Common Elements and Controlled Facilities. The Association shall manage and maintain the Common Elements and shall make any necessary repairs thereto or replacements thereof. The Common Elements include, without limitation, the following, whether now existing or hereafter constructed (i) A portion of the bike path (located in Sections R1, R2, R3 and R4), (ii) entrance signage and structures constructed by the Declarant, whether located within or outside the boundaries of any Lot(s). The extent of maintenance, repair and replacement of the Common Elements shall be as determined by the Association, but shall include:

a. The Association shall be responsible for scheduled replacement of roofs at the end of their useful life and for painting of all exterior paintable surfaces of a Dwelling Unit. Unit Owners shall be responsible, without limitation, for all replacement of and repairs to doors, windows, porches, posts, siding, decks, patios, lighting or similar items.

b. The Association shall provide grass cutting of and turf applications for lawns on Dwelling Units. Unit Owners shall be responsible for replacement and reseeded of lawn areas, if necessary.

c. The Association shall maintain landscaping within the front yard and side yard of the dwelling unit as installed by Declarant. Unit Owners shall be responsible for maintaining the landscaping and all other portions of the lot and all landscaping not installed by Declarant. The Association's responsibility under this paragraph shall be limited to edging or mulching and pruning of shrubs. Weeding, removal and replacement of plantings and other work not expressly the responsibility of the Association shall remain the responsibility of the Unit Owner.

d. Unit Owners shall be responsible for all work, repairs and replacement to dwelling units not expressly the responsibility of the Association under this Declaration.

e. The Association shall provide for trash collection, removal and recycling pick up for Unit Owners.

f. Unit Owners shall be responsible for snow removal from their sidewalks and driveways of all dwelling units and in any areas of sidewalk in front of their units, whether or not the same is on the Lot or within the common facilities. Unit Owner shall be responsible for maintenance, repair, replacement of sidewalks in front of Dwelling Units, whether or not within the common facilities.

g. For maintenance purposes, the Association may also arrange and contract for trash, removal and recycling for Unit Owners and maintain those portions of all Lots outside of the walls and roofs of the Unit as the Association may from time to time determine. Those portions of a Lot so maintained shall be deemed to be Controlled Facilities for purposes of this Declaration. The Controlled Facilities maintained by the Association may include turf applications, edging, mulching, moving and trimming the grass on the Lots and the painting or of any exterior paintable wood surface of a Dwelling Unit. The Association may also establish a reserve to replace roofs of Dwelling Units uniformly.

4.02 Use and Maintenance of Open Space

a. The Declarant may convey Open Space within Sections R1, R2, R3 and R4 as described on Exhibit "C", Creekside Drive (within R1 and R2) and all of Brookview Lane to the Association at any time after the recording of this Declaration, and the Association shall accept conveyance thereof without condition, but such conveyance shall not relieve the Declarant from the obligation to construct the detention basin on Open Space R2, or the private road Brookview Lane and portions of Creekside Drive within Sections R1 and R2, in accordance with the Plan. The Association shall assume the obligation to maintain, repair and replace the Common Elements to be constructed by the Declarant no later than the transfer of the last Lot by the Declarant or as otherwise determined by the Declarant. At the option of the Declarant, the Association shall assume the obligation to maintain, repair and replace the Common Elements to such facilities at any time after Declarant has conveyed the Open Space to the Association.

b. The Open Space shall be for the use, enjoyment and benefit of the Unit Owners and the residents or occupants of any dwelling unit shown on the Plan.

4.03 Maintenance, Repair and Replacement of Lots and Dwellings. Except for those maintenance responsibilities assumed by the Association as provided in section 4.01, each Unit Owner is solely responsible for the maintenance of the Unit Owner's Lot and for the maintenance, insurance, repair and replacement of the Dwelling and other improvements located thereon, including trees, shrubbery and landscaping.

4.04 Declarant's Right to Construct Common Elements.

a. The obligation to complete Common Elements required to be completed by the Declarant and to convey them to the Association shall be binding on the Declarant and any successors in interest of the Declarant whether or not such successor in interest succeeds to any Special Declarant Rights. Conveyance of Common Elements to the Association shall be without consideration or condition other than the Association's acceptance thereof.

b. No conveyance to the Association of any improvement or facility to be constructed by the Declarant will occur unless a third party guaranty, bond, escrow, letter of credit or other mechanism assuring completion has been provided by the Declarant for the benefit of the Association

or Lower Pottsgrove Township, and any such security shall not expire until completion of the part of the Planned Community, improvement or facility to be constructed after conveyance.

4.05 Limited Common Elements. There are no Limited Common Elements planned for construction within the Community.

4.06 No Other Common Elements. Except as otherwise expressly provided herein or as shown on the Plats, there are no other Common Facilities expected to be conveyed by the Declarant to the Association. Declarant shall have no obligation to construct or convey any other facilities, property or improvements to the Association.

4.07 Warranty as to Common Facilities.

a. The Declarant makes the structural warranty as to Common Elements to be constructed by it set forth in the Act, but only to the extent such warranty applies to the Common Elements. To the fullest extent permitted by law, the Declarant disclaims any warranty except with respect to Common Elements actually constructed by or for the Declarant.

b. **THE EXPRESSED WARRANTY HEREIN IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE WARRANTY GIVEN HEREIN WITH RESPECT TO THE COMMON FACILITIES IS THE SOLE AND EXCLUSIVE WARRANTY WITH RESPECT THERETO. DECLARANT'S WARRANTY WITH RESPECT TO THE COMMON FACILITIES SHALL APPLY SOLELY TO IMPROVEMENTS AND STRUCTURES OR COMPONENTS THEREOF CONSTRUCTED BY THE DECLARANT AND SHALL NOT APPLY TO ANY PORTION OF THE COMMON FACILITIES CONSTRUCTED BY OR UNDER THE DIRECTION OF THE ASSOCIATION.**

4.08 Dedication of Easements.

a. All drainage and storm sewer and utility easements, including water and sanitary sewer facility easements, streets, roads, parking areas, and sidewalks, and curbs shown on the Plan shall be for the benefit of the Declarant, the Association and the Township, and their respective agents, contractors and subcontractors, to facilitate their construction, inspection, maintenance, repair and replacement. The blank easement across the Property to the Lower Pottsgrove Township Water and Sewer Authority for the purposes of accessing and reading water meters or other utility appurtenances, for all units.

b. Nothing in this Declaration creates any obligation on the Township to improve, reconstruct, remove snow, repair or maintain any common area.

4.09 Use of Bike Path. The bike path located within Sections R1, R2, R3 and R4 shall be available for the use and enjoyment of all residents of Lower Pottsgrove Township.

ARTICLE V – COVENANT FOR ASSESSMENTS; LIENS; COLLECTION

5.01 Assessments; Allocation of Common Expense Liability.

- a. Each Unit Owner is obligated to pay all Assessments levied against such Unit Owner or his Lot.
- b. Assessments made against a Lot shall also be the joint and several personal obligation of the Unit Owners thereof at the time the Assessment (or any installment thereof) falls due.
- c. The obligations of Unit Owners to pay Assessments shall not be subject to deduction or set-off or otherwise be diminished, discharged, suspended or abated because of- (i) any claim which any Unit Owner(s) may have against the Association or the Declarant arising out of any matter; (ii) the failure or purported failure of the Association to provide services required hereunder; (iii) the fact that there is no Dwelling on such Unit Owner's Lot or that the Dwelling thereon is or has been demolished, destroyed, removed, unoccupied or uninhabitable for any reason; (iv) the default of any other Unit Owner(s) in the payment of Assessments; or (v) any other circumstance.

5.02 Damages. Each Unit Owner shall reimburse and indemnify the Association upon demand for any losses, expenses, costs or damages incurred by the Association as a result of any damage to Common Elements caused by the act, omission or negligence of such Unit Owner or his tenants, agents, guests, family members, licensees, contractors or subcontractors. Such damages may be assessed and collected as a Special Assessment against such Unit Owner.

5.03 Time for Payment. Except as otherwise provided in this Declaration, the due date for payment of Assessments or installments thereof by each Unit Owner shall be determined by the Board, but shall not be more frequent than monthly. Unless otherwise determined by the Board, the Assessment for each fiscal year shall be due and payable in monthly installments on the first day of each month.

5.04 Non-Payment, Late Charges; Lien.

- a. Any Assessment (or installment thereof) that is not paid within fifteen (15) days after the due date thereof shall be considered delinquent and shall be subject to a late charge as determined by the Board. Interest on any Assessment (or installment thereof) that is not paid within thirty (30) days after the due date thereof shall accrue beginning on the thirty-first (31st) day after the due date at the rate of fifteen (15%) percent per annum (or such other rate, not to exceed the highest rate permitted by law, as the Board may from time to time determine), which rate shall be in effect both before and after any judgment is entered in favor of the Association, and until full payment of the delinquent amount is actually received by the Association. Any costs of collection, including reasonable attorney's fees, incurred by the Association in collecting or attempting to collect any delinquent

Assessment (whether or not suit is commenced) may be assessed and collected in the same manner as any other Assessments hereunder against the delinquent Unit Owner, and such amount shall be secured by the Association's lien for Assessments.

b. If a Unit Owner is delinquent in the payment of any Assessment (or installment thereof) for more than forty-five (45) days after the due date thereof, the Association shall have the right to accelerate Assessments with respect to the delinquent Unit Owner for twelve months in advance and to suspend such Unit Owner's privilege to pay future Assessments in installments for such period of time as the Board may reasonably determine. Notice of acceleration shall be given to the delinquent Unit Owner and shall be effective unless the delinquent Unit Owner shall have paid to the Association, within, ten (10) days after the date of mailing such notice, all delinquent Assessments or installments thereof, and all interest thereon, and all late charges and costs of collection incurred by the Association in connection with such delinquency.

c. The Association shall have a lien on each Lot for all Assessments levied against a Lot or the Unit Owner thereof to the fullest extent and with the maximum protection afforded by the Act. Such lien shall have the priority and may be enforced in the manner provided for in the Act, and by any other remedies available at law or in equity. The recording of the Declaration constitutes notice and perfection of the lien in favor of the Association for delinquent Assessments. The Association shall have the right to collect from a Unit Owner, and the lien of the Association shall secure, any amounts paid or expended by the Association in order to protect or preserve the Lot or the priority of the Association's claim or lien including, without limitation, amounts paid or incurred by the Association to pay or discharge real estate taxes or other liens senior in priority to the Association's lien.

5.05 Other Remedies. Assessments and other amounts payable by any Unit Owner may also be recovered by a lawsuit brought by the Association against the Unit Owner and any other person personally obligated to pay the same, and the Association shall have all other rights and remedies available at law or in equity.

5.06 Collection Upon Sale of a Lot.

a. If a Lot is transferred in connection with the foreclosure or execution sale of a Lot, any unpaid Assessments of which the Sheriff has notice shall be paid out of the proceeds of such sale after payment of other claims required by law to be paid first, but before any distribution of proceeds to the Unit Owner. If an Eligible Mortgagee or other purchaser acquires title to a Dwelling pursuant to foreclosure of an Eligible Mortgage, or by deed in lieu of Foreclosure Act, accrued through the date of the foreclosure sale, the transferee shall be liable for unpaid Assessments to the extent authorized by the Act, and such Eligible Mortgagee or other purchaser shall be liable to the Association for the payment of any Assessments (or installments thereof) coming due after the date of such sale.

b. Upon the voluntary sale or conveyance of a Lot or any other transfer (including transfers by operation of law), except as provided in subparagraph (a) above, the transferor and the transferee shall be jointly and severally liable for all unpaid Assessments assessed or levied against such Lot or due from the Unit Owner thereof to the Association as of the date of conveyance, except as otherwise provided in the Act.

5.07 Assessments on First Time Buyers. Each Unit Owner who purchases a Lot directly from the Declarant shall pay, at the time of conveyance, a one time assessment in the amount of Two Hundred Fifty Dollars (\$250.00) which shall be in addition to, and not in lieu of, the Assessments payable with respect to the year in which such conveyance takes place.

5.08 Discretion of Board of Directors. In connection with the collection or attempted collection of delinquent Assessments, the Board shall have the power, in its discretion, to waive, settle and/or compromise the obligation of a Unit Owner to pay delinquent Assessments, interest, late charges, and/or costs of collection, if the Board determines that it is in the best interests of the Association to do so based upon such factors as the Board deems relevant, including, without limitation, the anticipated costs and likelihood of collecting the full amount due.

5.09 Basis and Computation of Regular Assessments.

a. Approximately thirty (30) days prior to each fiscal year of the Association, the Board shall adopt a budget for such fiscal year setting forth estimated Common Expenses. The total Assessment for Common Expenses for that fiscal year shall then be computed based on the total estimated Common Expenses set forth in such budget (in excess of any surplus from a prior year or years that has not been set aside as reserves by the Board). The Assessment for Common Expenses against each Lot shall be determined by multiplying the total amount to be assessed by the percentage Common Expense Liability allocated to the Lots hereunder. In determining Assessments for any year, the Board shall have the right to include in the Budget for such year a reasonable allowance for delinquent or uncollectible Assessments, as well as such allocations to reserves as the Board deems appropriate.

b. The budget of the Association may be modified from time to time by the Board to reflect any material change in the Common Expenses incurred or expected to be incurred by the Association for such fiscal year, and the Board shall have the power to increase or decrease Regular Assessments based on such changes in the budget. Such increase or decrease will be effective not earlier than thirty (30) days after the date of the notice thereof has been given to the Unit Owners.

c. The Board shall cause notice of the Assessment and a copy of the budget to be mailed to each Unit Owner. Such budget shall become effective as of the first day of the fiscal year to which such budget relates, without the necessity of obtaining the approval of the Members. The failure of the Board to adopt a budget or to adopt a new Assessment shall not excuse the Unit Owners from paying Assessments or installments thereof based upon the budget and Assessment in effect for the

preceding year. Once an Assessment has been made by the Board, it shall automatically continue in force for the fiscal year for which it was initially adopted, and during each subsequent fiscal year, until the amount of Assessments is changed by the Board.

5.10 Special Assessments. The Board shall have the power to levy special Assessments for such purpose or purposes as the Board from time to time deem necessary or appropriate, including, but not limited to, paying the costs of unanticipated maintenance, repairs or replacements of the Common Elements. Special Assessments benefitting all Unit Owners shall be levied equally on all Lots, and shall be due and payable in a lump sum or in such installments as the Board shall determine.

5.11 Commencement of Assessments. Each Lot shall become subject to Assessments beginning on the date such Lot is conveyed to a Unit Owner other than the Declarant, and such Lot shall continue thereafter to be subject to Assessments hereunder. At the time of conveyance of a Lot by a Declarant, the purchaser thereof shall pay an amount equal to the then current Assessment applicable to the Lot, which shall be pro-rated based upon the number of days remaining in the payment period plus one month in advance for which such Assessment has been levied.

ARTICLE VI – INSURANCE

6.01 Property Casualty Insurance. If Declarant has not provided for Association insurance of the type set forth in this Article, beginning no later than the first conveyance of a Lot to a Unit Owner other than Declarant, the Association shall maintain, to the extent reasonably available, “all risk” property and casualty insurance insuring the Common Elements against all common risks of direct physical loss, covering the interests of the Association, the Board and the Unit Owners, as their interest may appear; provided that such insurance shall only be obtained if reasonably available for the type of Common Elements owned by the Association. The total amount of insurance (after application of any deductibles) shall be not less than eighty percent (80%) of the actual value of the insured property (exclusive of land, excavations, foundations and other items normally excluded from such casualty policies).

6.02 Association Liability Insurance. The Association shall obtain and maintain comprehensive general public liability insurance, including medical payments insurance, in an amount determined by the Board, but not less than \$1,000,000.00 for bodily injury or death arising from a single occurrence.

6.03 Other Insurance. The Association may carry any other insurance including, but not limited to, Directors and Officers liability insurance, fidelity bonds, and the like, as the Board may determine from time to time.

6.04 Policy Terms. Property, casualty and liability insurance carried by the Association pursuant to Sections 6.01 and 6.02 hereof shall contain any policy terms required by the Act.

Each Unit Owner shall be an insured person under the Association's liability insurance with respect to liability arising out of his membership in the Association. Each policy shall provide that the insurer waives its right of subrogation under the policy against any Unit Owner or member of the Unit Owner's household, and shall provide that no act or omission by a Unit Owner (unless acting within the scope of his authority on behalf of the Association) will void the policy or be a condition of recovery under the policy.

6.05 Failure to Obtain Insurance. If the insurance described in Sections 6.01 and 6.02 hereof is not maintained, the Association shall promptly cause notice of that fact to be given to all Unit Owners in the manner prescribed by the Act.

6.06 Insurance Obligations of Unit Owners. Each Unit Owner shall be individually and solely responsible for maintaining hazard, fire, flood and liability insurance with respect to his Lot and Dwelling, the contents thereof and any personal Property thereon, and against losses, damages or injuries occurring on his Lot. The Association shall have no insurance responsibility with respect to any Lot, Dwelling or other improvements located on any Lot.

6.07 Adjustment of Losses. Any losses covered by any property insurance policy maintained by the Association shall be adjusted solely by and with the approval of the Association and proceeds thereof shall be payable to the Association and not to any mortgagee or Unit Owner. The Association shall hold such proceeds in trust for the benefit of the Association, the Unit Owners and lien holders, as their interests may appear. Subject to Section 6.08 below, such proceeds shall be disbursed first for the repair or restoration of the damaged Common Elements and (if applicable) Units, and no Unit Owners or lien holders shall be entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the Common Elements (and, if insured, the Units) have been completely repaired or restored, or the Community is terminated.

6.08 Use of Proceeds.

a. Any part of the Common Elements for which the Association maintains property insurance which is damaged or destroyed shall be repaired or replaced promptly by the Association unless (i) the Community is terminated in the manner provided under the Act, (ii) repair or replacement would be illegal under any state or local health or safety statute, law, regulation or ordinance, or (iii) eighty percent (80%) of the Unit Owners (including every Unit Owner to whose Unit any Limited Common Element which will not be rebuilt is allocated) vote not to rebuild. The cost of the repair or replacement in excess of available insurance proceeds and reserves shall be a Common Expense.

b. Any part of a Unit or Dwelling for which insurance is required to be maintained by the Unit Owner and which is damaged or destroyed shall be repaired or replaced promptly by the Unit Owner and any cost of repair or replacement in excess of available insurance proceeds shall be borne by the Unit Owner.

c. If the entire Community is not repaired or replaced, the insurance proceeds shall be distributed and disbursed pursuant to the requirements of the Act.

6.09 Other Insurance Requirements. The Association shall maintain, to the extent reasonably available, any insurance coverages that may be required under applicable law or under applicable guidelines and regulations promulgated by the Department of Housing and Urban Development, the Veterans' Administration, the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, and/or their successors or assigns. The Board shall have the right to increase insurance coverages and obtain additional insurance coverages not specifically required hereunder as the Board may from time to time determine, in its discretion, and the premiums for such additional or different insurance coverages shall be General Common Expenses. Policies of insurance shall be deposited with and shall be maintained by the Board.

6.10 Powers of Board. The Board shall have full and exclusive power and authority to negotiate, adjust and compromise all claims for insurance coverages, and to execute and deliver releases therefore upon payment of the agreed settlement for such claims.

ARTICLE VII – BUILDING AND USE RESTRICTIONS

7.01 Subdivision or Partition. Once a Lot has been conveyed by Declarant to a Unit Owner, such Lot may not be further subdivided or portioned, directly or indirectly; provided that the foregoing shall not be deemed to prevent minor lot line changes between Lots which are approved by the Township and which are for the purpose of correcting or eliminating encroachments. The Declarant may, in its sole discretion, relocate boundaries between Lots owned by the Declarant, provided that in either such case the approval of the Township has been obtained. In no event shall any relocation or change of boundary lines result in an increase in the number of Lots.

7.02 Residential Use. Except as otherwise expressly provided herein, the Lots and Dwellings shall be used solely for residential purposes. Home occupations shall be permitted if permitted by applicable ordinances and if they are incidental and/or accessory to the primary and principal residential use of the Lot and Dwelling.

7.03 Above-Ground Utilities. No above-ground conduits, pipelines, electric, telephone, cable television, radio and other utility transmission lines or antennae shall be installed on any Lot or on the exterior of any Dwelling. Satellite dishes or other free-standing or roof-mounted antennae or reception devices shall not be constructed or erected on any Lots or Dwellings, except for one (1) satellite dish or similar device that does not exceed one meter in diameter, which shall be screened in such manner as the Board shall approve.

7.04 Animals. Except as hereinafter provided, no Lot shall be used for stabling, housing, raising, breeding, boarding or keeping one or more horses, cattle, hogs, goats, sheep, fowl, birds or other animals or livestock of any nature for personal or commercial purposes, except personal domestic household pets, such as dogs and cats. No Unit Owner, occupant, tenant or sub-tenant of any Lot

shall permit or allow any pets to run loose on or about any part of the Open Space, or on any other Lot. Each Owner, tenant or other occupant of a Lot shall be responsible for immediately collecting, removing and properly disposing of any and all animal waste left by his or her pets on or about the streets, sidewalks, walkways, driveways or Open Space.

7.05 Pools. No above or in-ground swimming pools shall be constructed or maintained on any Lot.

7.06 Outdoor Storage, Vehicles. Outdoor storage of appliances, lumber, wood or building materials shall not be permitted except during the construction of a Dwelling or other permitted structure. No camper, travel trailer or mobile home, recreational vehicle, all terrain vehicle, boat, boat trailer, or other trailer, nor any unlicensed or uninspected motor vehicle shall be kept or stored on any Lot within the Community, unless stored in an enclosed garage on the Lot, except in connection with the immediate maintenance, cleaning, repair, use or transportation thereof. Outdoor storage or parking of commercial vehicles or equipment on or about any Lot shall be prohibited. This prohibition does not apply to vendors making deliveries or providing services in the ordinary course of business.

7.07 Storage of Debris, Etc. No storage, depositing, dumping, burial, burning or abandonment of any solid waste, debris, trash or refuse of any nature shall be permitted, except for trash or refuse placed outdoors (not more than twenty-four (24) hours in advance) for trash collection purposes, in which case such trash or refuse shall be kept in enclosed containers or approved recycling bins or containers. Trash shall be removed and placed indoors promptly after the contents thereof have been collected.

7.08 Out Buildings. No outbuildings or other enclosures, storage sheds or recreational equipment may be constructed on any Lot unless such improvements are approved by the Board and/or comply with any Regulations relating thereto promulgated by the Board.

7.09 Fencing. No fencing of any kind shall be allowed on any Lot.

7.10 Changes to Existing Dwellings. No exterior additions, modifications or alterations of any Dwelling or other improvements on a Lot shall be constructed unless:

- a. The exterior materials and colors to be used in connection there with are consistent with the exterior materials and colors used in connection with the original construction of the Dwelling on such Lot, or are otherwise approved by the Board.
- b. The plans, specifications and elevations therefore have been approved by the Board.
- c. If any Dwelling is partially or entirely destroyed by fire, storm or other casualty and is partially or completely reconstructed following such damage or destruction, it shall be constructed or reconstructed utilizing the same exterior materials and colors as were used in the

original structure, unless otherwise approved in writing by the Board. Any new Dwelling to be constructed as a replacement to a Dwelling which has been damaged, destroyed or razed shall be substantially the same architectural style, size and design as the Dwelling which it is replacing, unless otherwise approved by the Board.

7.11 Appearance, Nuisances, Maintenance. Each Unit Owner shall keep his Lot and Dwelling in a clean, neat, sanitary and safe condition, and shall maintain the lawn, shrubbery, landscaping and trees on his Lot in a neat condition and in compliance with any Regulations promulgated by the Association relating thereto. Each Unit Owner shall refrain from any activity that unreasonably interferes with the quiet and peaceful enjoyment of other Lots.

7.12 Architectural Approval.

a. When any provision of this Declaration requires the approval of the Board prior to or in connection with the construction, reconstruction, alteration or modification of any improvements on any Lot, the Unit Owner shall submit to the Board appropriate plans, specifications and elevations depicting the style, size and height of the proposed improvements, the exterior building materials and colors to be used in connection therewith (including roofing materials) and the proposed location thereof on the Lot.

b. The Board shall have the discretion to disapprove any proposed new improvements, alterations or modifications to existing improvements, which the Board determines are undesirable based upon the nature, size, style and colors of other Dwellings and improvements located (or planned for construction) within the Community, the proximity of the proposed improvements to neighboring Dwellings and the general architectural and aesthetic compatibility of the proposed improvements with other similar improvements constructed or planned for construction on the other Lots. The Board may also consider the visual impact that such proposed improvements may have on neighboring or nearby Lots.

c. All plans submitted to the Board for review may be retained by the Board regardless of whether the proposed improvement is approved or disapproved. The Board may, pursuant to the By-Laws, delegate some or all of the Board's architectural review and approval responsibilities under this Article VII to an architectural review committee.

d. The Board may promulgate Regulations establishing procedures to be followed with respect to matters requiring the approval of the Board or the architectural review committee hereunder. The Board may promulgate Regulations setting forth general architectural and aesthetic standards or policies to be met for all or specified types of improvements, and may establish other procedures for the review and approval of certain types of improvements (or alterations or modifications thereof) if the Board, in its sole discretion, determines that strict adherence to the procedures set forth herein are not necessary in order to protect the interests of the Association and the Unit Owners.

e. The Board shall render its decision with regard to the proposed improvements within sixty (60) days after receipt of the applicant's request for approval accompanied by all plans and specifications required to be submitted hereunder. Such decision shall be rendered in writing. If additional information regarding the proposal is requested, the aforesaid sixty (60) day period shall run from the date all such additional information is submitted by the applicant. If such proposed improvement is not approved, the reasons for disapproval shall be set forth in the written decision. If a written decision is not rendered within the aforesaid sixty (60) day period, then the proposed improvement shall be deemed to have been approved as submitted, but no change to the plans or specifications submitted may be made without submission of such changes for approval in accordance with the procedures set forth herein. The disapproval of any proposed improvement shall be without prejudice to the right of the Unit Owner to resubmit an application for approval in which the reasons for disapproval have been addressed by the applicant. Approval may be granted subject to conditions specified in the written decision granting such conditional approval, in which event the proposed improvement shall be deemed to have been approved subject to compliance with such conditions.

f. In rendering its decision with regard to a proposal submitted by a Unit Owner hereunder, the Board (or the architectural review committee, as the case may be) shall have the power to interpret this Declaration and any Regulations relating to architectural and aesthetic standards, and to grant reasonable variances from specific requirements of this Declaration or the Regulations if, in the Board's opinion (i) the particular requirement to be varied poses unreasonable hardship on the applicant as a result of the peculiar features of the applicant's Lot or Dwelling or other existing improvements or features on the Lot, (ii) the particular requirement to be varied would not render the proposed improvements aesthetically incompatible or inconsistent with other existing improvements on the applicant's Lot or existing Structures on neighboring or nearby Lots, or (iii) the particular requirement, as applied to the particular proposed improvements, is impractical or would increase the cost of the proposed improvement or Structure by an unreasonable amount. The granting of such variances shall be within the sole and absolute discretion of the Board, and no variance granted in any one instance shall create any obligation on the Board to grant a variance in any other instance. Variances may be granted subject to such conditions as the Board may require in its sole discretion.

7.13 Compliance with Zoning, Etc. Neither the Declarant, the Association, the Board nor any Officer or committee of the Association shall be responsible for determining whether or not any improvement proposed by a Unit Owner complies with applicable zoning, building, health, safety or other regulations. However, the Board may consider whether a proposed improvement complies with or may violate applicable zoning or other laws, and may (but need not) require the submission of evidence that such proposed improvement will comply with such ordinances and laws. Each Unit Owner constructing any improvement or alteration of existing improvement on his Lot shall obtain (at his sole cost) all necessary governmental approvals and permits and upon the request of the Board, shall deliver copies thereof to the Association before commencing construction. Any improvement or thing permitted by this Declaration (or by approval of the Board) shall be subject to and limited by applicable zoning ordinances and other land use laws, ordinances and regulations.

7.14 Liability for Approval or Disapproval. Neither the Declarant, the Association, the Board (or any committee thereof) nor any Officer of the Association shall be liable, in damages or otherwise, to anyone in for approval or disapproval of any plan or proposal for the construction, reconstruction, alteration, modification or addition of any improvement, or for the consequences of such approval or disapproval. Neither the Declarant nor the Association shall be responsible for determining the safety or structural soundness of any proposed building or improvement or its compliance with applicable laws, regulations, ordinances or building codes. The establishment of a mechanism for the approval of plans and specifications for certain structures pursuant to this Declaration is for the sole purpose of protecting aesthetic standards for the benefit of the Unit Owners and Declarant, and is not for the purpose of protecting the health or safety of Unit Owners or others.

7.15 Leasing. A Unit Owner may lease or sublease no less than his entire Unit at any time and from time to time only to a Family Unit provided that the following conditions are satisfied (which shall not be applicable to any leases entered into by the Declarant with respect to Units or Dwellings owned by the Declarant): (i) such lease shall be in writing and shall be of a term of one (1) year or more, (ii) such lease (and any subsequent amendments or modifications thereto) shall be delivered by the Unit Owner to the Association within ten (10) business days after signing thereof, (iii) such lease shall expressly provide that the lessee(s) shall be obligated to comply with this Declaration and the Regulations and, to the extent applicable to the lessee, the By-Laws and, whether or not the lease so provides, the lessee shall be bound by this Declaration, the Regulations and the By-Laws, (iv) the Association shall be deemed (whether or not it is so stated in the lease) a third party beneficiary of the lease with respect to any provisions thereof governing the lessee's obligations to comply with this Declaration, the Regulations and the By-Laws, (v) the Association shall be entitled to demand payment directly from the lessee of any Assessments, fines or other sums payable by the Unit Owner, if requested by the Association, and (vi) the Association shall have the right to require that the Unit Owner terminate such lease within thirty (30) days after written notice from the Association as a result of any violations by the lessee of this Declaration or the Regulations which have continued uncured for fifteen (15) days after written notice thereof is given by the Association to the Unit Owner or the lessee. For this section., a Family Unit shall mean any group of natural persons related by blood or marriage. Family Unit also includes not more than five (5) unrelated natural persons living together in a domestic bond. A Family Unit does not include short or long term lodgers occupying or living in one or more rooms of a Unit; nor does a Family Unit include transients occupying the Unit for a period of less than one (1) year.

7.16 Certain Declarant Rights. Notwithstanding any provision hereof to the contrary, while Declarant owns any Units, Declarant shall be entitled to maintain one (1) or more model homes, sales offices and construction offices (including mobile offices) and to maintain on or about the Common Elements and on Units owned by the Declarant such construction equipment, vehicles, lumber and building materials as are necessary from time to time in connection with the development of the Property, the construction of Dwellings and the Common Elements. Unless otherwise expressly provided in this Article VII, the covenants, restrictions and prohibitions set forth in this Article VII shall be applicable only to Unit

Owners other than the Declarant. Dwellings and other improvements constructed by the Declarant shall not be subject to the restrictions and architectural review provisions set forth in this Article VII. Declarant reserves the right to change, from time to time, the style, models, configuration, elevations, pricing and other features of the Dwellings which the Declarant reserves the right to build on the Property.

7.17 Use of Common Elements. Except for the bike path which shall be available for the use and enjoyment of all the residents of Lower Pottsgrove Township, the Common Elements shall be for the common use and enjoyment of the Unit Owners. However, neither the Unit Owners nor their family, guests or others shall have the right to use the Open Space or any other Common Elements except for uses permitted hereunder or by Regulations adopted by the Board from time to time. No Unit Owner, and no tenants or occupants of any Lot, shall have any right to place, construct, erect, deposit or store any structure, improvement, refuse, rubbish, or other property of any Open Space or on any other Common Elements. No construction, improvement, modification, maintenance, alteration or similar activities with respect to the Common Elements shall be undertaken except by or under the direction of the Declarant or the Association.

7.18 Signs; Mail Boxes. No signs shall be placed on the exterior of a Dwelling or on a Lot, except (i) reasonable “for sale” or “for rent” signs after the Declarant Control Period ends, and (ii) one (1) small sign affixed to the exterior of a Dwelling (complying with such Regulations as the Association may adopt) stating the Unit Owner’s name, house number and/or street address. Mailboxes shall comply with such Regulations as may from time to time be promulgated by the Board.

7.19 On-Lot Storm Water Management. To the extent any swales, berms or similar storm water management devices are constructed on any Lot, no Unit Owner of the affected Lot shall remove, alter or change the grade thereof or otherwise do or omit to do anything that may impair the proper functioning thereof.

ARTICLE VIII - EASEMENTS; SPECIAL DECLARANT RIGHTS

8.01 Easement to Construct and to Dedicate Improvements. Declarant hereby reserves for itself, its successors and assigns and the Association, the following easements, rights and privileges:

- a. All easements, whether general or specific, shown on the Plan.
- b. An easement over and across the Property for the construction, installation, repair, inspection, alteration, maintenance and use of utilities and utility facilities including, without limitation, electrical, telephone, cable television, water, sewer and similar facilities.
- c. A blanket easement through, over, across and under the Property and all parts thereof to public or private entities including but not limited to Lower Pottsgrove Township and the Lower Pottsgrove

Township Water and Sewer Authority for utility services and facilities (including electric, telephone, cable television, public water, sanitary sewer, storm sewer, natural gas or other utility services). The easements granted herein shall include without limitation the rights of the Declarant, the Association and the providing utility or service company, or governmental agency or authority to install, lay, maintain, repair, relocate and replace gas lines, pipes and conduits, electric lines, wires and conduits, cable television lines, wires, conduits and facilities, water mains and pipes, sewer and drain lines, telephone wires and conduits and equipment and ducts and vents all, under, through, along and on the property. The unit owners shall have an easement in common with all other unit owners to use all pipes, wires, ducts, cables, conduits, public utility lines and other public utility lines serving the unit. Each unit shall be subject to such an easement in favor of all other unit owners to such pipes, conduits, cables, wires and public utility lines.

d. The right to alter the location of any easements shown on the Plats in a manner which will reflect the actual “as-built” location of any Common Elements or utility facilities constructed thereon, and to amend this Declaration and/or the Plats and/or record one or more separate easement agreements setting forth metes and bounds descriptions of such easement areas.

e. The right to dedicate or offer for dedication to the Township or other appropriate municipal or quasi-governmental entity (i) certain roads and road right-of-ways with respect to roads constructed within the Property pursuant to the Plan, (ii) all drainage, water, and sanitary sewer easements and other easements necessary or appropriate for the use and enjoyment of the Community, and any other facilities or easements required or that may be required to be dedicated or offered for dedication to the public.

f. Declarant reserves an easement on, over and under portions of the Common Elements not located within a building for the purpose of correcting drainage of surface water or otherwise maintaining the safety and well being of the Community. The easement created includes the right to cut trees, bushes, shrubbery, to grade and re-grade the soil, or to take other action reasonably required to achieve this purpose.

8.02 General Utility Easements. The Declarant and the Association shall each have the authority to grant to third parties additional utility easements that are deemed reasonable by the Declarant or the Board in connection with supplying such utility services to the Units or the Common Elements.

8.03 Easement for Inspection and Abatement. The Declarant and the Association (and its Board, Officers and agents) shall have the right and easement to have access to each Lot as may be necessary in order to inspect, maintain, repair or replace any Common Elements therein or accessible therefrom, or to inspect for or abate any violation of this Declaration or the Regulations of the Association.

8.04 Easement of Access and Use of Streets. Each Unit Owner shall have an easement of use, access, ingress, egress and regress, in common with all other Unit Owners over undedicated streets within the Community for the purpose of providing vehicular and pedestrian access to and from the Unit Owners' respective Lots. Such easements shall also be for the benefit of tenants and occupants of the Dwellings, and the family members, guests and permittees of such Unit Owners, tenants and occupants.

8.05 No Obstruction. No Unit Owner shall conduct any activities on or about his Lot or the Common Elements, or construct or place on his Lot or on any Common Elements any buildings, structures, trees, or other obstructions which may interfere with or obstruct the Declarant's, the Association's or any other person's right of use or enjoyment of the Common Elements or any of the easements created, granted or reserved herein or on the Plan, or any other easement affecting the Property or any part thereof. Specifically, no trees shall be planted on or within any sanitary or storm sewer easements shown on the Plats or created subsequent to the recording hereof.

8.06 Easement for Encroachments. If any part of the Common Elements now or hereafter encroaches on any Unit, or if any Unit or Dwelling or improvement thereon hereafter encroaches upon any Common Elements (other than as a result of the intentional or negligent act or omission of a Unit Owner other than the Declarant), a valid easement appurtenant for such encroachment shall exist.

8.07 Reservation of Special Declarant Rights. Declarant hereby reserves for itself, and any successor Declarant, the following rights:

a. The right to maintain and relocate, from time to time, construction offices and/or sales offices on the Property.

b. The right to maintain signs on Lots owned by the Declarant and on the Common Elements advertising Lots owned by the Declarant for sale or lease, and such other signs, including directional, promotional and informational signs, as the Declarant, its contractors or agents may desire to place on its Lots or on the Common Elements in connection with the marketing and/or sale of Lots and the construction of Dwellings and other improvements on the Property.

c. The right to maintain, locate and relocate offices and models used in connection with the management of and sale or rental of Lots and Dwellings owned by the Declarant on Lots owned by the Declarant.

d. The right and easement to complete all improvements and Dwellings planned for construction within the Property including, but not limited to, the Common Elements.

e. Subject to approval of the Township, the right to relocate boundaries between Lots owned by the Declarant, together with the right to prepare, execute and record such amendments to this Declaration and the Plans as may be necessary to show the altered boundaries, to the fullest extent permitted by Section 5214 of the Act.

f. The right to use and enjoy any and all easements contemplated by the Plan for the purpose of constructing, maintaining and/or repairing any improvements including, but not limited to, all improvements shown on the Plan for the Property.

g. The right to appoint, remove and replace Officers and Directors of the Association during the Declarant Control Period, to the fullest extent permitted hereunder and by the Act.

h. The right to transfer, in the manner set forth in the Act, any or all of the Special Declarant Rights reserved unto the Declarant herein.

8.08 Withdrawable Real Estate. Declarant reserves the right to withdraw any part of the Property which consists of those areas of interior roads to be constructed within the Property that are to be offered for dedication to the Township and Open Space or another public body. The Withdrawable Real Estate shall be accomplished by means of a deed of dedication to the Township of such roads and/or road rights-of-way, and no further amendment to this Declaration or the Plats shall be required in connection therewith. There are no limitations on the option reserved under this section. Such withdrawal shall have no effect on the relative voting rights or Common Expense Liability of the Units. Parts of the Withdrawable Real Estate may be withdrawn at different times without limit, and no assurances in that regard are made by the Declarant. Such right of withdrawal shall be exercised within (7) years after the recording of this Declaration.

ARTICLE IX - LOWER POTTS GROVE TOWNSHIP AS BENEFICIARY

Lower Pottsgrove Township (“Township”) shall be a third party beneficiary of the provisions of this Declaration requiring a Declarant and Association to preserve, protect or maintain the open space. The Township shall have the right to compel the preservation, protection and maintenance of the open space area (as defined in the Pennsylvania Municipalities Planning Code, the Lower Pottsgrove Township Zoning Ordinance and Subdivision and Land Development Ordinance) and as shown on the Final Record Plan. In the event of the Declarant or Association’s failure to fulfill these obligations, the Township, after notice and the opportunity to cure shall have the right to perform these obligations and reimbursed for all expenses incurred; the amount of any expenses incurred by the Township shall be a lien against the open space and the Lots or units to be same extent as the lien reserved for the Association for nonpayment of assessments.

Restrictions on use of open space - In addition to those provided elsewhere in this Declaration, the following Covenants, Conditions and Restrictions shall be for the benefit of the Township, its successors

and assigns and shall be constructed to be covenants running with the land:

(a) Open space detention basin(s) and storm water management facilities shall not be separately sold or transferred;

(b) Open space shall be used for the following purposes and no other:

(i) Lawn: A grass area with or without trees which may be used in part as a picnic grove, flower garden, landscape area or community vegetable garden but which shall have no structures, permanent or temporary, erected thereon, and shall be mowed regularly to insure a neat and tidy appearance and such that the height of the grass shall not exceed eight (8) inches.

(ii) Natural Area: An area of natural vegetation undisturbed during construction or replanted. Such areas may contain pathways or trails. Maintenance may be minimal but shall prevent undue proliferation of weeds and undesirable plants, including but not limited to, poison ivy, thistle, multi-flora rose, etc. Natural areas shall be kept free of litter, rubbish and accumulation of trash. The stream shall be kept in a free-flowing condition and free of obstructions.

ARTICLE X - COMPLIANCE AND ENFORCEMENT

10.01 Compliance and Breach. The Board shall have the authority to exercise any and all remedies provided in this Declaration, or as otherwise may be provided by law, to enforce compliance with or remedy any violation of the Community Documents, including the right to bring a suit at law or in equity to compel compliance therewith, to restrain or abate any violation thereof or to recover damages for such violation. The Association shall be entitled to recover the reasonable costs of enforcement, including attorney's fees, from any Unit Owner or other person violating the Community Documents.

10.02 Enforcement by Unit Owners, Procedures.

a. The Association shall have the sole and exclusive right and authority to enforce the covenants in this Declaration relating to the payment of Assessments by Unit Owners, and no Unit Owner shall have the right to bring any action at law or in equity to compel any other Unit Owner(s) to pay Assessments or other sums payable by one or more Unit Owners hereunder; provided, however, that nothing herein shall be, construed to prevent one or more Unit Owners from commencing an action on behalf of or in the right of the Association, or to compel the Association to collect Assessments from any Unit Owners who have failed to pay Assessments if the Association shall have failed or refused to make

reasonable efforts to collect such Assessments from the delinquent Unit Owners without reasonable cause.

b. If the Board (or the architectural review committee, as the case may be), approves the construction, alteration or modification of any structure or improvement under Article VII hereof, such decision shall be final, binding and conclusive on all Unit Owners, and no Unit Owner shall have the right to bring any action at law or in equity to contest or appeal such approval or to compel the removal, modification or alteration of any structure or improvement built, made or altered in compliance therewith.

c. No Unit Owner shall have the right to bring any action at law or in equity to enforce any of the other terms, covenants, restrictions or provisions of this Declaration, or of the By-Laws or the Rules and Regulations.

10.03 Enforcement by Township: Procedures

- a. If the Association shall fail to maintain the open space as provided for herein, the Township may serve written notice upon the Association (at its last known address) or upon the residents of the development setting forth the manner in which the Association has failed to maintain the open space. The notice shall include a demand that such deficiencies be corrected within thirty (30) days of the date of the notice and state the date and place of a hearing thereon which shall be held within fourteen (14) days of the notice. The notice shall provide that at the hearing the Township may modify the terms of the original notice as to the deficiencies recited therein and may given an extension of time within which this shall be corrected. If the deficiencies set forth in the original notice or any modification thereof shall not be corrected within the thirty (30) day period or any extension thereof, the Township may enter upon the open space in order to correct any deficiencies. Entering upon such land shall not constitute a “taking.”
- b. Any costs incurred by the Township correcting such deficiencies shall be borne initially by the Association. The Township shall have a lien on each unit to the extent of the unit’s proportionate share of the cost of performing any of the work described herein. The liens described herein shall be considered perfected as of the date this Declaration is recorded, but shall be subject and subordinate to mortgages against any Lot or Lots to the same extent as other assessments under this Covenant are subordinate to mortgages.
- c. Township is hereby granted an easement and the free and right and privilege at all times hereafter, without let or hindrance, to go upon all of the property, including lands conveyed or development, to maintain the open space;

- d. The Association shall not be dissolved nor shall it dispose of the open space, by sale or otherwise (except to an Association conceived and established to own and maintain same) with first offering to Lower Pottsgrove Township.
- e. In addition to the other remedies provided for herein, the Township shall have the right to maintain an action at law or in equity including an injunction action to enforce the Covenants, Conditions and Restrictions provided for herein for the benefit of the Township.

10.04 Remedies Cumulative; No Waiver. All rights and remedies provided for herein, or as otherwise may be available at law or in equity, shall be cumulative and may be pursued individually, together, at one time or from time to time, as the Board of the Association deems appropriate in its sole discretion. No waiver of and no delay or forbearance in the enforcement of any provisions of this Declaration shall be constructed as or shall constitute a waiver of the right to do so. Neither the Association or any Unit Owner shall be deemed to have waived any right of enforcement or any breach or default of the provisions of this Declaration on the part of any Unit Owner or occupant unless such waiver shall be in writing, and then only to the extent expressly set forth in such waiver.

ARTICLE XI - MISCELLANEOUS

11.01 Assignment of Declarant's Rights and Obligations. Each Declarant shall have the right, in its sole discretion, to assign its rights, privileges and obligations hereunder to a successor by a written instrument executed by the Declarant and such successor in compliance with the Act.

11.02 Amendment. Subject to the other provisions of this Declaration and the Act, this Declaration may be amended in the following manner:

a. Any amendment to this Declaration may be proposed by the Declarant, the Board or by Unit Owners entitled to cast at least twenty percent (20%) of the votes which all Unit Owners are entitled to cast with respect to the Association. The manner of proposing amendments to this Declaration and giving notice to Unit Owners thereof shall be the same as the procedure set forth in the By-Laws for amending the By-Laws.

b. Until the end of the Declarant Control Period, this Declaration may be amended by the Declarant, acting alone, without the consent or approval of any other Unit Owners. Thereafter, this Declaration may be amended only with the affirmative vote or written consent of at least sixty-seven percent (67%) of the votes which all Unit Owners are entitled to cast, except as provided in the other subsections hereof.

c. The Declaration can be amended by the Declarant at any time without the approval of the Unit Owners in any manner or for any purpose set forth in Section 5219 (a)(3) of the Act, to the extent applicable to this Declaration and the Association.

d. No amendment to this Declaration shall make any change that would in any way alter, modify or affect any of the rights, easements or privileges of the Declarant, including Special Declarant Rights, without the consent of the Declarant.

e. No amendment to this Declaration which would in any way alter, modify or affect any of the rights, easements or powers granted to the Township (including, without limitation, Article IX of this Declaration) may be made except by an instrument approved in writing by the governing body of the Township or joined or executed by the governing body of the Township.

f. Each amendment to the Declaration shall be executed by or on behalf of the Association or the Declarant, as the case may be, in the manner provided in the Act, and shall be effective upon recording.

11.03 Severability. If any provisions of this Declaration are determined by a court to be invalid or unenforceable, such invalid or unenforceable provisions of this Declaration shall be deemed stricken therefrom and shall not affect the validity or enforceability of any other provisions of this Declaration. If any provision of this Declaration is unenforceable or invalid as written, but may be reasonably reformed to make the same valid and enforceable and carry out the reasonable intent of the Declarant as specified herein, it is the intent of the Declarant that any court interpreting such provision shall, to the extent permitted by law, reform the same so as to make the same valid and enforceable in accordance with the reasonable intent of the Declarant expressed therein.

11.04 Governing Law. This Declaration and all substantive rights, obligations and liabilities of the Declarant, the Association and the Unit Owners shall be governed by Pennsylvania law.

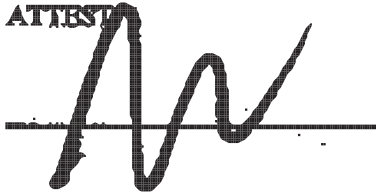
11.05 Number and Gender. Wherever any provision of this Declaration refers to the singular, such provision shall be deemed to include the plural whenever necessary or appropriate to give effect to such provisions, and the use of any gender shall be deemed to include any other gender.

11.06 Covenants, Restrictions and Easements Running with the Land. This Declaration, and all covenants, restrictions and easements set forth herein, shall run with the Land, in perpetuity, whether or not any deed conveying the Property or any Lot shall expressly refer to this Declaration; and all such covenants, restrictions and easements shall, except as otherwise expressly provided herein, be binding on and shall benefit the Declarant, the Association and all Unit Owners, and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the Declarant has executed this Declaration this
9th day of May 2003.

DECLARANT:
HERITAGE-SUNNYBROOK VILLAGE II, L.P.
by its Corporate General Partner,
HERITAGE PARTNERS, INC.

ATTEST



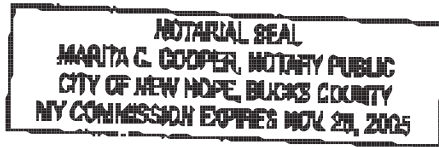
BY: _____
RICHARD R. CARROLL, JR., Vice President

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :
: 88.
COUNTY OF MONTGOMERY :

ON THIS, the 9th day of May, 2003, before me, a notary public, the undersigned officer, personally appeared Richard R. Cowell, who acknowledged himself to be the V. President of Heritage Partners, Inc., a Pennsylvania Corporation, and that he as such V. President, being authorized so to do, 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.



Marita C. Cooper
NOTARY PUBLIC

LEGAL DESCRIPTION
RESIDENTIAL SECTION
R-1

All that certain parcel or tract of land situate in Lower Pottsgrove Township, Montgomery County, Pennsylvania as shown on the plan entitled, *SECTION PLAN, SUNNYROOK VILLAGE*, dated August 27, 2001, last revised October 8, 2001 prepared by Gilmore & Associates, Inc, 184 West Main Street, Suite 300, Trappe, Pennsylvania, being more particularly described as follows to wit:

Beginning in the northwestern most corner of the herein described parcel, said point being in the eastern right-of-way line of Sunny Brook Road and in the southern line of *The Summit Subdivision* as shown in Plan Book 59, Page 152; thence

1. along *The Summit Subdivision*, North 52°20'04" East, a distance of 202.55 feet to a point; thence
2. along same, South 25°41'08" East, a distance of 175.98 feet to a point; thence
3. along same, South 69°20'20" East, a distance of 180.66 feet to a point; thence
4. along same, North 71°42'01" East, a distance of 363.40 feet to a point in the Line of residential Section R-4; thence
5. along same, South 55°44'38" East, a distance of 139.28 feet to a point; thence
6. along same, South 15°48'09" East, a distance of 41.49 feet to a point; thence
7. along same, South 56°38'24" West, a distance of 18.49 feet to a point; thence
8. along same, South 33°21'36" East, a distance of 105.00 feet to a point; thence
9. along same, North 56°38'24" East, a distance of 8.81 feet to a point; thence
10. along same, South 33°21'36" East, a distance of 30.00 feet to a point; thence
11. along same, South 56°38'24" West, a distance of 18.02 feet to a point; thence
12. along same, a curve to the Left, radius 135.00 feet, an arc distance of 19.69 feet to a point; thence
13. along same, South 48°17'04" West, a distance of 15.81 feet to a point; thence
14. along same, South 33°21'36" East, a distance of 101.27 feet to a point; thence
15. along same, South 16°10'55" East, a distance of 17.22 feet to a point; thence
16. along same and partly along residential Section R-2, South 04°55'35" West, a distance of 44.60 feet to a point; thence
17. along Residential section R-2, South 01°30'23" West, a distance of 16.65 feet to a point; thence
18. along same, South 80°57'02" West, a distance of 45.78 feet to a point; thence
19. along same, South 80°57'02" West, a distance of 30.00 feet to a point; thence
20. along same, North 89°29'53" West, a distance of 178.84 feet to a point; thence
21. along same, South 77°39'39" West, a distance of 104.83 feet to a point; thence
22. along same, South 69°12'21" West, a distance of 77.27 feet to a point; thence
23. along same and partly along Commercial Section C-7, South 73°26'34" West, a distance of 135.95 feet to a point; thence
24. along Commercial Section C-7, South 76°56'30" West, a distance of 104.45 feet to a point; thence
25. along Commercial Section C-6, North 49°45'28" West, a distance of 209.09 feet to a point; thence
26. along same, North 89°37'52" West, a distance of 5.95 feet to a point in the aforementioned right-of-way of Sunny Brook Road; thence
27. along same, North 00°22'08" East, a distance of 33.98 feet to a point; thence
28. along same, a curve to the Left, radius 525.00 feet, an arc distance of 158.27 feet to a point of compound curvature; thence
29. along same, a curve to the Left, radius 3024.86 feet, an arc distance of 55.56 feet to a point of compound curvature; thence
30. along same, a curve to the Left, radius 425.00feet, an arc distance of 146.62 feet to a point; thence
31. along same, North 37°43'19" West, a distance of 39.02 feet to the Point of Beginning

Containing 8.310 Acres, more or less.

LEGAL DESCRIPTION
RESIDENTIAL SECTION
R-2

All that certain parcel or tract of land situate in Lower Pottsgrove Township, Montgomery County, Pennsylvania as shown on the plan entitled, *RECORD/SECTION PLAN, SUNNYBROOK VILLAGE*, dated December 10, 2001, prepared by Gilmore & Associates, Inc, 184 West Main Street, Suite 300, Trappe, Pennsylvania, Being More particularly described as follows to wit:

Beginning at the southern most corner of the herein described parcel, said point being the north eastern most corner of Block 21, Unit 75, thence;

1. along Block 21, Unit 75 and Block 21, Unit 76, North $63^{\circ}01'34''$ West, a distance of 445.51 feet to a point; thence
2. along Block 21, Unit 76, South $25^{\circ}20'39''$ West, a distance of 89.31 feet to a point; thence
3. along Block 21, Unit 79 and Block 21, Unit 81, North $64^{\circ}30'59''$ West, a distance of 242.04 feet to a point; thence
4. along Commercial Section C-7, North $57^{\circ}54'07''$ West, a distance of 70.13 feet to a point; thence
5. along same, North $07^{\circ}33'07''$ West, a distance of 51.86 feet to a point; thence
6. along same, North $30^{\circ}32'05''$ West, a distance of 133.06 feet to a point in the line of Residential Section R-1; thence
7. along same, North $73^{\circ}26'34''$ East, a distance of 122.81 feet to a point; thence
8. along same, North $69^{\circ}12'21''$ East, a distance of 77.27 feet to a point; thence
9. along same, North $77^{\circ}39'39''$ East, a distance of 104.83 feet to a point; thence
10. along same, South $89^{\circ}29'53''$ East, a distance of 178.84 feet to a point; thence
11. along same, North $80^{\circ}57'02''$ East, a distance of 30.00 feet to a point; thence
12. along same, North $80^{\circ}57'02''$ East, a distance of 45.78 feet to a point; thence
13. along same, North $01^{\circ}30'23''$ East, a distance of 16.65 feet to a point in the line of Residential section R-4; thence
14. along same, North $88^{\circ}19'07''$ East, a distance of 226.71 feet to a point; thence
15. along same, North $82^{\circ}11'01''$ East, a distance of 49.17 feet to a point; thence
16. along same, North $85^{\circ}48'08''$ East, a distance of 206.65 feet to a point; thence
17. along same, South $86^{\circ}36'28''$ East, a distance of 86.04 feet to a point; thence
18. partly along same and along and Commercial Section C-1, South $00^{\circ}44'33''$ West, a distance of 187.09 feet to a point; thence
19. along commercial Section C-1, North $43^{\circ}35'15''$ East, a distance of 107.74 feet to a point; thence
20. along same, South $42^{\circ}29'54''$ East, a distance of 26.40 feet to a point; thence
21. along same, South $42^{\circ}29'54''$ East, a distance of 37.79 feet to a point; thence
22. along same, South $43^{\circ}13'00''$ West, a distance of 69.83 feet to a point; thence
23. along same, South $53^{\circ}18'40''$ West, a distance of 26.86 feet to a point; thence
24. along same, South $05^{\circ}28'58''$ West, a distance of 18.96 feet to a point; thence
25. along same, South $26^{\circ}32'47''$ West, a distance of 25.00 feet to a point; thence

26. along same, South $19^{\circ}57'33''$ West, a distance of 15.48 feet to a point in the line Block 21, Unit 66; thence
27. along same, North $70^{\circ}02'27''$ West, a distance of 76.30 feet to a point; thence
28. along same and along Block 21, Unit 67, South $42^{\circ}09'22''$ West, a distance of 400.25 feet to a point, a corner of Block 21, Unit 74; thence
29. along same, South $43^{\circ}21'03''$ West, a distance of 19.56 feet to the Point of Beginning.

Containing 9.408 Acres, more or less.

LEGAL DESCRIPTION
RESIDENTIAL SECTION
R-3

All that certain parcel or tract of land situate in Lower Pottsgrove Township, Montgomery County, Pennsylvania as shown on the plan entitled, *RECORD/SECTION PLAN, SUNNYBROOK VILLAGE*, dated December 10, 2001, prepared by Gilmore & Associates, Inc, 184 West Main Street, Suite 300, Trappe, Pennsylvania, Being More particularly described as follows to wit:

Beginning at the northern most corner of the herein described parcel, said point being in the Ultimate Right-of-Way Line of Sunny Side Avenue and said point being in the southeastern line of Block 21, Unit 10; thence

1. along Sunny Side Avenue, South 49°43'12" East, a distance of 16.51 feet to a point in the line of Block 21, Unit 19; thence
2. along same, South 41°26'48" West, a distance of 194.68 feet to a point; thence
3. along same and along Block 21, Units 47 and 46, South 49°43'12" East, a distance of 274.47 feet to a point; thence
4. along Block 21, Unit 46, North 40°16'48" East, a distance of 194.64 feet to a point in the aforementioned Ultimate Right-of-Way Line; thence
5. along same, South 49°43'12" East, a distance of 69.64 feet to a point to a point in the line of Block 21, unit 45; thence
6. along same, South 40°16'48" West, a distance of 194.64 feet to a point; thence
7. along same and along Block 21, Unit 44, South 49°43'12" East, a distance of 178.08 feet to a point; thence
8. along Block 21, Unit 44, North 40°46'48" East, a distance of 60.95 feet to a point the line of Section I-3; thence
9. along same, a curve to the Left, radius 175.00 feet, an arc distance of 94.90 feet to a point, said curve being subtended by an a chord which bears South 25°14'41" West for a distance of 93.74 feet; thence
10. along same, South 09°42'35" West, a distance of 56.17 feet to a point; thence
11. along same, a curve to the Right, radius 50.00 feet, an arc distance of 27.81 feet to a point in the line of Commercial Area C-1; thence
12. along same, South 41°34'44" West, a distance of 43.11 feet to a point; thence
13. along same, South 75°27'56" West, a distance of 34.88 feet to a point; thence
14. along same, South 81°37'10" West, a distance of 31.74 feet to a point; thence
15. along same, South 83°58'39" West, a distance of 88.09 feet to a point; thence
16. along same, South 80°37'53" West, a distance of 121.82 feet to a point; thence
17. along same, South 82°15'58" West, a distance of 105.97 feet to a point; thence
18. along same, South 85°00'53" West, a distance of 66.35 feet to a point; thence
19. along same, South 89°58'23" West, a distance of 70.76 feet to a point ; thence
20. along same, North 88°20'29" West, a distance of 63.53 feet to a point; thence
21. along same, North 85°32'06" West, a distance of 194.99 feet to a point; thence

22. along same, North $87^{\circ}26'40''$ West, a distance of 74.63 feet to a point ; thence
23. along same, North $17^{\circ}11'32''$ East, a distance of 189.10 feet to a point; thence
24. along same, South $73^{\circ}01'41''$ East, a distance of 70.65 feet to a point; thence
25. along same, North $16^{\circ}58'19''$ East, a distance of 21.84 feet to a point in the southwestern line of
aforementioned Block 21, Unit 10 ; thence
26. along same, South $48^{\circ}47'29''$ East, a distance of 17.15 feet to a point to the aforementioned
southeastern line of Block 21, Unit 10 ; thence
27. along same, North $42^{\circ}23'18''$ East, a distance of 701.00 feet to the Point of Beginning.

Containing 7.088 Acres, more or less.

LEGAL DESCRIPTION
RESIDENTIAL SECTION
R-4

All that certain parcel or tract of land situate in Lower Pottsgrove Township, Montgomery County, Pennsylvania as shown on the plan entitled, *RECORD/SECTION PLAN, SUNNYBROOK VILLAGE*, dated December 10, 2001, prepared by Gilmore & Associates, Inc, 184 West Main Street, Suite 300, Trappe, Pennsylvania, Being More particularly described as follows to wit:

Beginning at the northern most point of the herein described parcel, said point being in the line Block 21, Unit 101 thence

1. along Block 21, Unit 101, South 18°17'59" East, a distance of 50.00 feet to a point; thence
2. along same, North 71°42'01" East, a distance of 54.55 feet to a point in the line of Residential Section R-3; thence
3. along same, South 48°47'29" East, a distance of 617.82 feet to a point in the line of Residential Section R-3; thence
4. along same, South 16°58'19" West, a distance of 21.84 feet to a point; thence
5. along same, North 73°01'41" West, a distance of 70.65 feet to a point; thence
6. along same, South 17°11'32" West, a distance of 189.10 feet to a point in the line of Commercial Section C-1 ; thence
7. along same, North 86°05'41" West, a distance of 145.43 feet to a point to a point in the line of Residential Section R-2; thence
8. along same, North 00°44'33" East, a distance of 46.70 feet to a point; thence
9. along same, North 86°36'28" West, a distance of 86.04 feet to a point; thence
10. along same, South 85°48'08" West, a distance of 206.65 feet to a point; thence
11. along same, South 82°11'01" West, a distance of 49.17 feet to a point; thence
12. along same, South 88°19'07" West, a distance of 226.71 feet to a point in the line of Residential Section R-1; thence
13. along same, North 04°55'35" East, a distance of 44.60 feet to a point; thence
14. along same, North 16°10'55" West, a distance of 17.22 feet to a point; thence
15. along same, North 33°21'36" West, a distance of 101.27 feet to a point; thence
16. along same, North 48°17'04" East, a distance of 15.81 feet to a point; thence
17. along a curve to the Right, radius 135.00 feet, an arc distance of 19.69 feet to a point; thence
18. along same, North 56°38'24" East, a distance of 18.02 feet to a point; thence
19. along same North 33°21'36" West, a distance of 30.00 feet to a point; thence
20. along same, South 56°38'24" West, a distance of 8.81 feet to a point; thence
21. along same, North 33°21'36" West, a distance of 105.00 feet to a point; thence
22. along same, North 56°38'24" East, a distance of 18.49 feet to a point; thence
23. along same, North 15°48'09" West, a distance of 41.49 feet to a point; thence
24. along same, North 55°44'38" West, a distance of 139.28 feet to a point in the line of The Summit Subdivision as shown on Plan Book 59, Page 152; thence
25. along same, North 71°42'01" East, a distance of 543.62 feet to the Point of Beginning.

Containing 8.755 Acres, more or less.

List of recorded easements, licenses and restrictions

1. Rights granted to Philadelphia Electric Company as being recorded in Deed Book 1274 page 12, and Deed Book 1700 page 156.
2. Rights granted to The Bell Telephone Company of Pennsylvania and Philadelphia Electric Company as being recorded in Deed Book 3318 page 549.
3. Rights granted to The American Telephone and Telephone Company of Pennsylvania as being recorded in Deed Book 3102 page 287, Deed Book 3125 page 472 and Deed Book 3125 page 474.
4. Manhole Easement Rights granted to The American Telegraph and Telephone Company as being recorded in Deed Book 3799 page 311.
5. Rights granted to Lower Pottsgrove Township Authority as being recorded in Deed Book 3778 page 333, Deed Book 3778 page 340 and Deed Book 4165 page 541.
6. Stream of water flows through premises; subject to riparian rights of owners abutting or bounding thereon.
7. Easement of an alley (unopened) located upon and extending through premises.
8. Final Plan entitled "Record/Section Plan Sunnybrook Village" dated January 29, 2001, last revised April 9, 2002 and recorded in Plan Book L-6 page 140 ~ 141, on July 31, 2002, which Plan shows the following:
 - a) building setback lines
 - b) notes and conditions as being set forth thereon
 - c) various easements and conditions as being set forth thereon

LEGAL DESCRIPTION
RESIDENTIAL SECTION R-1
OPEN SPACE

All that certain parcel or tract of land situate in Lower Pottsgrove Township, Montgomery County, Pennsylvania as shown on the plan entitled, *LAND DEVELOPMENT PLAN, SUNNYBROOK VILLAGE*, sheets 3 – 10B of 51 dated January 29, 2001, last revised April 9, 2002 prepared by Gilmore & Associates, Inc, 184 West Main Street, Suite 300, Trappe, Pennsylvania, being more particularly described as follows to wit:

TRACT 1

Beginning in the northwestern most corner of the herein described parcel, said point being in the eastern right-of-way line of Sunny Brook Road and in the southern line of *The Summit Subdivision* as shown in Plan Book 59, Page 152; thence

1. North 52°20'04" East, a distance of 202.55 feet to a point; thence
2. South 25°41'08" East, a distance of 175.98 feet to a point; thence
3. South 69°20'20" East, a distance of 180.66 feet to a point; thence
4. North 71°42'01" East, a distance of 363.40 feet to a point; thence
5. South 55°44'38" East, a distance of 139.28 feet to a point; thence
6. South 15°48'09" East, a distance of 41.49 feet to a point; thence
7. South 56°38'24" West, a distance of 18.49 feet to a point; thence
8. South 33°21'36" East, a distance of 105.00 feet to a point; thence
9. South 56°38'24" West, a distance of 4.21 feet to a point; thence
10. along a curve to the Right, radius 5.00 feet, an arc distance of 7.85 feet to a point; thence
11. North 33°21'36" West, a distance of 13.00 feet to a point; thence
12. along a curve to the Left, radius 183.00 feet, an arc distance of 26.69 feet to a point, said curve being subtended by a chord which bears South 52°27'44" West for a distance of 26.66 feet; thence
13. South 48°17'04" West, a distance of 11.95 feet to a point; thence
14. South 41°42'56" East, a distance of 13.00 feet to a point; thence
15. along a curve to the Right, radius 5.00 feet, an arc distance of 7.85 feet to a point; thence
16. South 48°17'04" West, a distance of 16.64 feet to a point; thence
17. along a curve to the Right, radius 15.00 feet, an arc distance of 21.05 feet to a point of reverse curvature; thence
18. along a curve to the Left, radius 165.00 feet, an arc distance of 21.93 feet to a point thence
19. North 03°05'16" West, a distance of 133.13 feet to a point; thence
20. South 86°54'44" West, a distance of 164.00 feet to a point; thence
21. South 03°05'16" East, a distance of 104.66 feet to a point; thence
22. South 86°54'44" West, a distance of 8.76 feet to a point; thence
23. North 03°05'16" West, a distance of 105.00 feet to a point; thence
24. South 86°54'44" West, a distance of 116.00 feet to a point; thence
25. South 03°05'16" East, a distance of 106.41 feet to a point; thence
26. North 18°17'59" West, a distance of 102.93 feet to a point; thence
27. South 71°42'01" West, a distance of 138.00 feet to a point; thence
28. South 18°17'59" East, a distance of 95.07 feet to a point; thence

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29. along a curve to the Right, radius 135.00 feet, an arc distance of 21.12 feet to a point, said curve being subtended by a chord which bears North 81°42'02" West for a distance of 21.10 feet; thence
30. along a curve to the Right, radius 5.00 feet, an arc distance of 8.05 feet to a point; thence
31. North 14°59'12" East, a distance of 12.90 feet to a point; thence
32. along a curve to the Right, radius 117.00 feet, an arc distance of 11.59 feet to a point, said curve being subtended by a chord which bears North 72°10'34" West for a distance of 11.58 feet; thence
33. North 69°20'20" West, a distance of 42.35 feet to a point; thence
34. South 20°39'40" West, a distance of 13.00 feet to a point; thence
35. along a curve to the Right, radius 5.00 feet, an arc distance of 7.85 feet to a point; thence
36. North 69°20'20" West, a distance of 6.05 feet to a point; thence
37. North 20°39'40" East, a distance of 105.00 feet to a point; thence
38. North 69°20'20" West, a distance of 164.00 feet to a point; thence
39. South 20°39'40" West, a distance of 126.21 feet to a point; thence
40. along a curve to the Left, radius 165.00 feet, an arc distance of 21.98 feet to a point said curve being subtended by a chord which bears South 77°28'27" West for a distance of 21.96 feet; thence
41. South 73°39'30" West, a distance of 25.59 feet to a point; thence
42. along a curve to the Right, radius 15.00 feet, an arc distance of 6.06 feet to a point; thence
43. along a curve to the Left, radius 3024.86 feet, an arc distance of 44.50 feet to a point of compound curvature, said curve being subtended by a chord which bears North 17°32'04" West for a distance of 44.50 feet; thence
44. along a curve to the Left, radius 425.00 feet, an arc distance of 146.62 feet to a point; thence
45. North 37°43'19" West, a distance of 39.02 feet to the Point of Beginning.

Containing 2.30 Acres, more or less.

TRACT 2

Beginning at Station 9+67.39, 15' Right, Creekside Drive; thence

1. North 89°29'53" West, a distance of 178.84 feet to a point; thence
2. South 77°39'39" West, a distance of 104.83 feet to a point; thence
3. South 69°12'21" West, a distance of 77.27 feet to a point; thence
4. South 73°26'34" West, a distance of 135.95 feet to a point; thence
5. South 76°56'30" West, a distance of 104.45 feet to a point; thence
6. North 49°45'28" West, a distance of 209.09 feet to a point; thence
7. North 89°37'52" West, a distance of 5.95 feet to a point; thence
8. North 00°22'08" East, a distance of 33.98 feet to a point; thence
9. along a curve to the Left, radius 525.00 feet, an arc distance of 132.81 feet to a point; thence
10. along a curve to the Right, radius 15.00 feet, an arc distance of 13.02 feet to a point, said curve being subtended by a chord which bears North 48°47'44" East for a distance of 12.61 feet; thence
11. North 73°39'30" East, a distance of 20.28 feet to a point; thence
12. along a curve to the Right, radius 135.00 feet, an arc distance of 87.19 feet to a point; thence

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13. South 69°20'20" East, a distance of 118.33 feet to a point; thence
14. South 02°40'52" East, a distance of 125.70 feet to a point; thence
15. North 87°19'08" East, a distance of 164.00 feet to a point; thence
16. North 02°40'52" West, a distance of 121.60 feet to a point; thence
17. South 13°39'34" East, a distance of 102.63 feet to a point; thence
18. North 76°20'26" East, a distance of 116.00 feet to a point; thence
19. North 13°39'34" West, a distance of 96.24 feet to a point; thence
20. North 86°54'44" East, a distance of 19.39 feet to a point; thence
21. South 03°05'16" East, a distance of 106.00 feet to a point; thence
22. North 86°54'44" East, a distance of 164.00 feet to a point; thence
23. North 03°05'16" West, a distance of 89.65 feet to a point; thence
24. along a curve to the Right, radius 135.00 feet, an arc distance of 155.99 feet to a point, said curve being subtended by a chord which bears South 31°29'39" East for a distance of 147.45 feet; thence
25. South 01°21'09" West, a distance of 18.58 feet to a point; thence
26. along a curve to the Left, radius 210.00 feet, an arc distance of 33.17 feet to the Point of Beginning, said curve being subtended by a chord which bears South 04°31'29" East for a distance of 33.13 feet.

Containing 2.59 Acres, more or less.

TRACT 3

Beginning at Station 0+45.26, 15' Right, Brookview Lane; thence

1. South 33°21'36" East, a distance of 101.27 feet to a point; thence
2. South 16°10'55" East, a distance of 17.22 feet to a point; thence
3. South 04°55'35" West, a distance of 44.60 feet to a point; thence
4. South 01°30'23" West, a distance of 16.65 feet to a point; thence
5. South 80°57'02" West, a distance of 45.78 feet to a point; thence
6. along a curve to the Right, radius 180.00 feet, an arc distance of 28.43 feet to a point, said curve being subtended by a chord which bears North 04°31'29" West for a distance of 28.40 feet; thence
7. North 01°22'42" East, a distance of 17.74 feet to a point; thence
8. along a curve to the Left, radius 165.00 feet, an arc distance of 97.13 feet to a point of reverse curvature, said curve being subtended by a chord which bears North 15°15'26" West for a distance of 95.74 feet; thence
9. along a curve to the Right, radius 15.00 feet, an arc distance of 21.05 feet to a point thence
10. North 48°17'04" East, a distance of 17.78 feet to the Point of Beginning.

Containing 6,937 square feet, more or less.

LEGAL DESCRIPTION
RESIDENTIAL SECTION R-2
OPEN SPACE

All that certain parcel or tract of land situate in Lower Pottsgrove Township, Montgomery County, Pennsylvania as shown on the plan entitled, *LAND DEVELOPMENT PLAN, SUNNYBROOK VILLAGE*, sheets 3 – 10B of 51 dated January 29, 2001, last revised April 9, 2002 prepared by Gilmore & Associates, Inc, 184 West Main Street, Suite 300, Trappe, Pennsylvania, being more particularly described as follows to wit:

TRACT 1

Beginning at Station 9+67.39, 15' Left Creekside Drive; thence

1. North 80°57'02" East, a distance of 45.78 feet to a point; thence
2. North 01°30'23" East, a distance of 16.65 feet to a point; thence
3. North 88°19'07" East, a distance of 226.71 feet to a point; thence
4. North 82°11'01" East, a distance of 49.17 feet to a point; thence
5. North 85°48'08" East, a distance of 206.65 feet to a point; thence
6. South 86°36'28" East, a distance of 86.04 feet to a point; thence
7. South 00°44'33" West, a distance of 187.09 feet to a point; thence
8. North 43°35'15" East, a distance of 107.74 feet to a point; thence
9. South 42°29'54" East, a distance of 26.40 feet to a point; thence
10. along a curve to the Left, radius 165.00 feet, an arc distance of 0.86 feet to a point of reverse curvature, said curve being subtended by a chord which bears South 47°21'10" West for a distance of 0.86 feet; thence;
11. along a curve to the Right, radius 5.00 feet, an arc distance of 7.71 feet to a point thence
12. North 44°28'55" West, a distance of 13.07 feet to a point; thence
13. along a curve to the Left, radius 183.00 feet, an arc distance of 17.10 feet to a point, said curve being subtended by a chord which bears South 42°50'29" West for a distance of 17.09 feet; thence
14. South 40°09'52" West, a distance of 11.52 feet to a point; thence
15. South 40°09'52" West, a distance of 17.39 feet to a point; thence
16. along a curve to the Right, radius 117.00 feet, an arc distance of 27.67 feet to a point; thence
17. South 36°17'06" East, a distance of 12.90 feet to a point; thence
18. along a curve to the Right, radius 5.00 feet, an arc distance of 8.05 feet to a point of compound curvature; thence
19. along a curve to the Right, radius
20. 135.00 feet, an arc distance of 42.00 feet to a point; thence
21. North 02°11'11" East, a distance of 98.07 feet to a point; thence
22. North 87°48'49" West, a distance of 164.00 feet to a point; thence
23. South 02°11'11" West, a distance of 105.00 feet to a point; thence
24. North 87°48'49" West, a distance of 12.07 feet to a point; thence
25. North 02°11'11" East, a distance of 105.00 feet to a point; thence
26. North 87°48'49" West, a distance of 164.00 feet to a point; thence
27. South 02°11'11" West, a distance of 105.00 feet to a point; thence
28. North 87°48'49" West, a distance of 21.27 feet to a point; thence

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29. North 10°36'19" East, a distance of 98.20 feet to a point; thence
30. North 79°23'41" West, a distance of 164.00 feet to a point; thence
31. South 10°36'19" West, a distance of 97.88 feet to a point; thence
32. along a curve to the Right, radius 180.00 feet, an arc distance of 152.76 feet to the Point of Beginning, said curve being subtended by a chord which bears North 33°21'43" West for a distance of 148.22 feet.

Containing 1.40 Acres, more or less.

TRACT 2

Beginning at Station 18+10.21, 15' Right Creekside Drive; thence

1. South 42°29'54" East, a distance of 7.79 feet to a point; thence
2. South 43°13'00" West, a distance of 69.83 feet to a point; thence
3. South 53°18'40" West, a distance of 26.86 feet to a point; thence
4. South 05°28'58" West, a distance of 18.96 feet to a point; thence
5. South 26°32'47" West, a distance of 25.00 feet to a point; thence
6. South 19°57'33" West, a distance of 15.48 feet to a point; thence
7. North 70°02'27" West, a distance of 76.30 feet to a point; thence
8. South 42°09'22" West, a distance of 400.25 feet to a point; thence
9. South 43°21'03" West, a distance of 19.56 feet to a point; thence
10. North 63°01'34" West, a distance of 445.51 feet to a point; thence
11. South 25°20'39" West, a distance of 89.31 feet to a point; thence
12. North 64°30'59" West, a distance of 242.04 feet to a point; thence
13. North 57°54'07" West, a distance of 70.13 feet to a point; thence
14. North 07°33'07" West, a distance of 51.86 feet to a point; thence
15. North 30°32'05" West, a distance of 133.06 feet to a point; thence
16. North 73°26'34" East, a distance of 122.81 feet to a point; thence
17. North 69°12'21" East, a distance of 77.27 feet to a point; thence
18. North 77°39'39" East, a distance of 104.83 feet to a point; thence
19. South 89°29'53" East, a distance of 178.84 feet to a point; thence
20. along a curve to the Left, radius 210.00 feet, an arc distance of 19.03 feet to a point of reverse curvature, said curve being subtended by a chord which bears South 11°38'43" East for a distance of 19.02 feet; thence
21. along a curve to the Right, radius 5.00 feet, an arc distance of 7.74 feet to a point thence
22. South 74°25'35" West, a distance of 13.06 feet to a point; thence
23. South 15°34'25" East, a distance of 17.94 feet to a point; thence
24. along a curve to the Left, radius 124.39 feet, an arc distance of 42.66 feet to a point; thence
25. South 35°13'26" East, a distance of 17.94 feet to a point; thence
26. North 54°46'34" East, a distance of 13.06 feet to a point; thence
27. along a curve to the Right, radius 5.00 feet, an arc distance of 7.74 feet to a point; thence
28. South 49°17'37" West, a distance of 102.46 feet to a point; thence
29. South 40°42'23" East, a distance of 116.00 feet to a point; thence
30. North 49°17'37" East, a distance of 127.68 feet to a point; thence
31. along a curve to the Left, radius 210.00 feet, an arc distance of 4.86 feet to a point said curve being subtended by a chord which bears South 70°03'22" East for a distance of 4.86 feet; thence

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32. South 02°11'11" West, a distance of 114.27 feet to a point; thence
33. South 87°48'49" East, a distance of 164.00 feet to a point; thence
34. North 02°11'11" East, a distance of 105.00 feet to a point; thence
35. South 87°48'49" East, a distance of 14.04 feet to a point; thence
36. South 01°59'16" West, a distance of 105.28 feet to a point; thence
37. South 88°00'44" East, a distance of 164.00 feet to a point; thence
38. North 01°59'16" East, a distance of 104.72 feet to a point; thence
39. South 87°48'49" East, a distance of 7.10 feet to a point; thence
40. along a curve to the Right, radius 5.00 feet, an arc distance of 7.85 feet to a point; thence
41. South 02°11'11" West, a distance of 13.00 feet to a point; thence
42. South 87°48'49" East, a distance of 63.00 feet to a point; thence
43. North 02°11'11" East, a distance of 13.00 feet to a point; thence
44. along a curve to the Right, radius 5.00 feet, an arc distance of 7.85 feet to a point; thence
45. South 87°48'49" East, a distance of 30.02 feet to a point; thence
46. along a curve to the Left, radius 165.00 feet, an arc distance of 149.81 feet to a point;
thence
47. North 40°09'52" East, a distance of 28.92 feet to a point; thence
48. along a curve to the Right, radius 135.00 feet, an arc distance of 17.29 feet to the Point of Beginning.

Containing 5.07 Acres, more or less.

LEGAL DESCRIPTION
RESIDENTIAL SECTION R-3
OPEN SPACE

All that certain parcel or tract of land situate in Lower Pottsgrove Township, Montgomery County, Pennsylvania as shown on the plan entitled, *LAND DEVELOPMENT PLAN, SUNNYBROOK VILLAGE*, sheets 3 – 10B of 51 dated January 29, 2001, last revised April 9, 2002 prepared by Gilmore & Associates, Inc, 184 West Main Street, Suite 300, Trappe, Pennsylvania, being more particularly described as follows to wit:

TRACT 1

Beginning at Station 10+68.51, 15' Left Brookview Lane; thence

1. North 16°58'19" East, a distance of 21.84 feet to a point; thence
2. South 48°47'29" East, a distance of 17.15 feet to a point; thence
3. North 42°23'18" East, a distance of 701.00 feet to a point; thence
4. South 49°43'12" East, a distance of 16.51 feet to a point; thence
5. South 41°26'48" West, a distance of 194.68 feet to a point; thence
6. South 49°43'12" East, a distance of 274.47 feet to a point; thence
7. North 40°16'48" East, a distance of 194.64 feet to a point; thence
8. South 49°43'12" East, a distance of 69.64 feet to a point; thence
9. South 40°16'48" West, a distance of 194.64 feet to a point; thence
10. South 49°43'12" East, a distance of 178.08 feet to a point; thence
11. North 40°46'48" East, a distance of 60.95 feet to a point; thence
12. along a curve to the Left, radius 175.00 feet, an arc distance of 67.33 feet to a point, said curve being subtended by a chord which bears South 29°45'26" West for a distance of 66.92 feet; thence
13. along a curve to the Right, radius 15.00 feet, an arc distance of 3.08 feet to a point, said curve being subtended by a chord which bears North 82°33'10" West for a distance of 3.08 feet; thence
14. North 76°40'05" West, a distance of 0.31 feet to a point; thence
15. North 76°40'05" West, a distance of 84.76 feet to a point; thence
16. along a curve to the Right, radius 5.00 feet, an arc distance of 7.85 feet to a point; thence
17. North 13°19'55" East, a distance of 13.00 feet to a point; thence
18. North 76°40'05" West, a distance of 81.00 feet to a point; thence
19. South 13°19'55" West, a distance of 12.90 feet to a point; thence
20. along a curve to the Right, radius 5.00 feet, an arc distance of 8.05 feet to a point of compound curvature; thence
21. along a curve to the Right, radius 135.00 feet, an arc distance of 19.93 feet to a point; thence
22. North 66°00'12" West, a distance of 6.82 feet to a point; thence
23. North 23°59'48" East, a distance of 105.00 feet to a point; thence
24. North 66°00'12" West, a distance of 164.00 feet to a point; thence
25. South 23°59'48" West, a distance of 93.66 feet to a point; thence
26. North 09°06'05" West, a distance of 97.36 feet to a point; thence
27. South 80°53'55" West, a distance of 164.00 feet to a point; thence
28. South 09°06'05" East, a distance of 91.34 feet to a point; thence
29. North 47°36'42" West, a distance of 89.65 feet to a point; thence

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30. South 42°23'18" West, a distance of 164.00 feet to a point; thence
31. South 47°36'42" East, a distance of 92.01 feet to a point; thence
32. along a curve to the Right, radius 135.00 feet, an arc distance of 28.56 feet to a point, said curve being subtended by a chord which bears South 78°23'32" West for a distance of 28.50 feet; thence
33. South 84°27'09" West, a distance of 59.25 feet to a point; thence ,
34. South 84°27'09" West, a distance of 18.80 feet to a point; thence
35. along a curve to the Right, radius 135.00 feet, an arc distance of 53.06 feet to a point; thence
36. North 73°01'41" West, a distance of 6.34 feet to the Point of Beginning

Containing 1.57 Acres, more or less.

TRACT 2

Beginning at Station 9+97.67, 33' Right Brookview Lane; thence

1. South 73°01'41" East, a distance of 33.89 feet to a point; thence
2. North 16°58'19" East, a distance of 13.00 feet to a point; thence
3. along a curve to the Right, radius 5.00 feet, an arc distance of 7.85 feet to a point; thence
4. South 73°01'41" East, a distance of 38.28 feet to a point; thence
5. along a curve to the Left, radius 165.00 feet, an arc distance of 64.85 feet to a point; thence
6. North 84°27'09" East, a distance of 18.80 feet to a point; thence
7. North 84°27'09" East, a distance of 59.25 feet to a point; thence
8. along a curve to the Left, radius 165.00 feet, an arc distance of 98.27 feet to a point of reverse curvature; thence
9. along a curve to the Right, radius 5.00 feet, an arc distance of 7.71 feet to a point thence
10. South 41°21'30" East, a distance of 13.07 feet to a point; thence
11. along a curve to the Left, radius 183.00 feet, an arc distance of 20.41 feet to a point, said curve being subtended by a chord which bears North 45°26'48" East for a distance of 20.40 feet; thence
12. North 42°15'05" East, a distance of 24.56 feet to a point; thence
13. along a curve to the Right, radius 167.00 feet, an arc distance of 29.02 feet to a point; thence
14. North 37°47'26" West, a distance of 12.93 feet to a point; thence
15. along a curve to the Right, radius 5.00 feet, an arc distance of 7.99 feet to a point; thence
16. along a curve to the Right, radius 185.00 feet, an arc distance of 29.18 feet to a point said curve being subtended by a chord which bears North 58°19'12" East for a distance of 29.15 feet; thence
17. South 04°59'06" East, a distance of 92.90 feet to a point; thence
18. North 85°00'54" East, a distance of 140.00 feet to a point; thence
19. North 04°59'06" West, a distance of 92.76 feet to a point; thence
20. along a curve to the Right, radius 185.00 feet, an arc distance of 21.61 feet to a point, said curve being subtended by a chord which bears South 69°20'57" East for a distance of 21.59 feet; thence
21. South 66°00'12" East, a distance of 23.39 feet to a point; thence
22. South 23°59'48" West, a distance of 105.00 feet to a point; thence
23. South 66°00'12" East, a distance of 116.00 feet to a point; thence

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24. North 23°59'48" East, a distance of 107.52 feet to a point; thence
25. along a curve to the Left, radius 165.00 feet, an arc distance of 1.84 feet to a point said curve being subtended by a chord which bears South 76°20'56" East for a distance of 1.84 feet; thence
26. South 76°40'05" East, a distance of 169.82 feet to a point; thence
27. along a curve to the Right, radius 15.00 feet, an arc distance of 4.15 feet to a point; thence
28. South 09°42'35" West, a distance of 52.81 feet to a point; thence
29. along a curve to the Right, radius 50.00 feet, an arc distance of 27.81 feet to a point; thence
30. South 41°34'44" West, a distance of 43.11 feet to a point; thence
31. South 75°27'56" West, a distance of 34.88 feet to a point; thence
32. South 81°37'10" West, a distance of 31.74 feet to a point; thence
33. South 83°58'39" West, a distance of 88.09 feet to a point; thence
34. South 80°37'53" West, a distance of 121.82 feet to a point; thence
35. South 82°15'58" West, a distance of 105.97 feet to a point; thence
36. South 85°00'53" West, a distance of 66.35 feet to a point; thence
37. South 89°58'23" West, a distance of 70.76 feet to a point; thence
38. North 88°20'29" West, a distance of 63.53 feet to a point; thence
39. North 85°32'06" West, a distance of 194.99 feet to a point; thence
40. North 87°26'40" West, a distance of 74.63 feet to a point; thence
41. North 17°11'32" East, a distance of 141.10 feet to the Point of Beginning

Containing 2.99 Acres, more or less.

LEGAL DESCRIPTION
RESIDENTIAL SECTION R-4
OPEN SPACE

All that certain parcel or tract of land situate in Lower Pottsgrove Township, Montgomery County, Pennsylvania as shown on the plan entitled, *LAND DEVELOPMENT PLAN, SUNNYBROOK VILLAGE*, sheets 3 – 10B of 51 dated January 29, 2001, last revised April 9, 2002 prepared by Gilmore & Associates, Inc, 184 West Main Street, Suite 300, Trappe, Pennsylvania, being more particularly described as follows to wit:

TRACT 1

Beginning at Station 8+30.96, 15' Left Brookview Lane; thence

1. North 40°45'42" East, a distance of 93.07 feet to a point; thence
2. North 49°14'18" West, a distance of 164.00 feet to a point; thence
3. South 40°45'42" West, a distance of 109.36 feet to a point; thence
4. North 48°47'29" West, a distance of 12.25 feet to a point; thence
5. North 33°21'47" East, a distance of 111.12 feet to a point; thence
6. North 56°38'13" West, a distance of 164.00 feet to a point; thence
7. South 33°21'47" West, a distance of 95.10 feet to a point; thence
8. North 04°40'02" West, a distance of 82.05 feet to a point; thence
9. South 85°19'58" West, a distance of 116.00 feet to a point; thence
10. South 04°40'02" East, a distance of 86.74 feet to a point; thence
11. North 33°21'36" West, a distance of 88.34 feet to a point; thence
12. South 56°38'24" West, a distance of 140.00 feet to a point; thence
13. South 56°38'24" West, a distance of 162.16 feet to a point; thence
14. North 15°48'09" West, a distance of 41.49 feet to a point; thence
15. North 55°44'38" West, a distance of 139.28 feet to a point; thence
16. North 71°42'01" East, a distance of 543.62 feet to a point; thence
17. South 18°17'59" East, a distance of 50.00 feet to a point; thence
18. North 71°42'01" East, a distance of 54.55 feet to a point; thence
19. South 48°47'29" East, a distance of 617.82 feet to a point; thence
20. South 16°58'19" West, a distance of 21.84 feet to a point; thence
21. North 73°01'41" West, a distance of 123.51 feet to a point; thence
22. along a curve to the Right, radius 5.00 feet, an arc distance of 7.85 feet to a point; thence
23. North 16°58'19" East, a distance of 13.00 feet to a point; thence
24. North 73°01'41" West, a distance of 72.00 feet to a point; thence
25. South 16°58'19" West, a distance of 13.00 feet to a point; thence
26. along a curve to the Right, radius 5.00 feet, an arc distance of 7.85 feet to a point; thence
27. North 73°01'41" West, a distance of 32.03 feet to the Point of Beginning.

Containing 2.00 Acres, more or less.

OPEN SPACE R-4

TRACT 2

Beginning at Station 9+97.67, 33' Right Brookview Lane; thence

1. South 17°11'32" West, a distance of 141.10 feet to a point; thence
2. North 86°05'41" West, a distance of 145.43 feet to a point; thence
3. North 00°44'33" East, a distance of 46.70 feet to a point; thence
4. North 86°36'28" West, a distance of 86.04 feet to a point; thence
5. South 85°48'08" West, a distance of 206.65 feet to a point; thence
6. South 82°11'01" West, a distance of 49.17 feet to a point; thence
7. South 88°19'07" West, a distance of 226.71 feet to a point; thence
8. North 04°55'35" East, a distance of 44.60 feet to a point; thence
9. North 16°10'55" West, a distance of 17.22 feet to a point; thence
10. North 56°38'24" East, a distance of 164.00 feet to a point; thence
11. North 33°21'36" West, a distance of 105.00 feet to a point; thence
12. North 56°38'24" East, a distance of 14.00 feet to a point; thence
13. South 33°21'36" East, a distance of 105.00 feet to a point; thence
14. North 56°38'24" East, a distance of 164.00 feet to a point; thence
15. North 33°21'36" West, a distance of 100.74 feet to a point; thence
16. along a curve to the Right, radius 185.00 feet, an arc distance of 12.43 feet to a point; thence
17. along a curve to the Right, radius 5.00 feet, an arc distance of 7.99 feet to a point; thence
18. South 15°36'07" East, a distance of 12.93 feet to a point; thence
19. along a curve to the Right, radius 167.00 feet, an arc distance of 94.94 feet to a point, said curve being subtended by a chord which bears South 89°18'58" East for a distance of 93.66 feet; thence
20. North 16°58'12" East, a distance of 12.93 feet to a point; thence
21. along a curve to the Right, radius 5.00 feet, an arc distance of 7.99 feet to a point; thence
22. along a curve to the Right, radius 184.98 feet, an arc distance of 15.36 feet to a point; thence
23. South 41°12'31" West, a distance of 96.06 feet to a point; thence
24. South 48°47'29" East, a distance of 164.00 feet to a point; thence
25. North 41°12'31" East, a distance of 105.00 feet to a point; thence
26. South 48°47'29" East, a distance of 3.08 feet to a point; thence
27. South 31°18'25" West, a distance of 112.07 feet to a point; thence
28. South 58°41'35" East, a distance of 116.00 feet to a point; thence
29. North 31°18'25" East, a distance of 112.62 feet to a point; thence
30. South 73°01'41" East, a distance of 1.14 feet to a point; thence
31. South 16°58'19" West, a distance of 105.00 feet to a point; thence
32. South 73°01'41" East, a distance of 116.00 feet to a point; thence
33. North 16°58'19" East, a distance of 105.00 feet to a point; thence
34. South 73°01'41" East, a distance of 5.80 feet to a point; thence
35. along a curve to the Right, radius 5.00 feet, an arc distance of 7.85 feet to a point; thence
36. South 16°58'19" West, a distance of 13.00 feet to a point; thence
37. South 73°01'41" East, a distance of 38.11 feet to the Point of Beginning.

Containing 2.44 Acres, more or less.

Sunnybrook II

Lot #	Parcel #	
	42000	
1	1101009	
2	1101018	
3	1101027	
4	1101036	
5	1101045	
6	1101054	
7	1101063	
8	1101072	
9	1101081	
10	1101099	
11	1101108	
12	1101117	
13	1101126	
14	1101135	
15	1101144	
16	1101153	
17	1101162	
18	1101171	
19	1101189	
20	1101198	
21	1101207	
22	1101216	
23	1101225	
24	1101234	
25	1101243	
26	1101252	
27	1101261	
28	1101279	
29	1101288	
30	1101297	
31	1101306	
32	1101315	
33	1101324	
34	1101333	
35	1101342	
36	1101351	
37	1101369	
59	1495002	Open Space
89	4684008	Sections 3 & 4
118	1101378	
119	1101387	
120	1101396	
121	1101405	

Sunnybrook II

Lot #	Parcel #
	42000
122	1101414
123	1101423
124	1101432
125	1101441
126	1101459
127	1101468
128	1101477
129	1101486
130	1101495
131	1101504
132	1101513
133	1101522
134	1101531
135	1101549
136	1101558
137	1101567
138	1101576
139	1101585
140	1101594
141	1101603
142	1101612
143	1101621
144	1101639
145	1101648
146	1101657
147	1101666
148	1101675
149	1101684
150	1101693
151	1101702
157	4684062 Open Space