

803

RECORD BK 1650 PG 0277 2/38  
INDEXED ON THE INDICATED DATE & TIME IN THE E-LOCK & PAGE LOCK  
Kalin



PLANNED COMMUNITY DECLARATION 3

2004 JAN 29 P 3 31

for STEARNS CROSSING

College Township, Centre County, Pennsylvania

*Joseph H. ...*

CENTRE COUNTY RECORDER OF DEEDS

Submitted pursuant to the provisions of the Pennsylvania Uniform Planned Community Act, 68 Pa.S. § 5101 et seq.

THIS DECLARATION is made this 15<sup>th</sup> day of January 2004, by Stearns Boal, L.P., a Pennsylvania limited partnership, with an office address of 100 North Patterson Street State College, Pennsylvania, as the Owner in fee simple of the real estate herein described.

ARTICLE I SUBMISSION

1.1 **Name: County: Description:** Stearns Boal, L.P., its successors and assigns (the "Declarant"), Owner in fee simple of the real estate described in Exhibit "A" attached hereto (the "Property"), located in College Township Centre County, Pennsylvania, hereby submits the Property to the Uniform Planned Community Act, 68 Pa. C.S. §§ 5101 et seq. (the "Act") and hereby creates a residential planned community, to be known as "STEARNS CROSSING."

1.2 **Easements and Licenses:** The Property is subject to the following easements, rights and appurtenances:

- (a) Right of Way to Bell Telephone Company as recorded May 14, 1960 in Centre County Miscellaneous Book 85 Page 528.
- (b) Right of Way to West Penn Power Company as recorded October 27, 1960 in Centre County Miscellaneous Book 67, Page 357.
- (c) Right of Way to Columbia Gas Company of Pennsylvania as recorded August 15, 1967 in Centre County Miscellaneous Book 96, Page 712
- (d) Right of Way to Columbia Gas Company of Pennsylvania as recorded October 21, 1966 in Centre County Miscellaneous Book 93, Page 753
- (e) Right of Way to Columbia Gas Company of Pennsylvania as recorded July 11, 1968 in Centre County Miscellaneous Book 103, Page 80
- (f) Right of Way from James C. Wambold and Alice Wambold, husband and wife, to Stearns Boal, L.P. and Antioch International Church and Ministries, Inc. dated September 24, 2003 and recorded in Centre County Record Book 1644, Page 772.
- (g) Assignment of Easement and Mortgage form Stearns Boal, L.P. to Kishacoquillas Valley National Bank dated October 3, 2003 and recorded in Centre County Record Book 1611, Page 407.
- (h) Subject to the easements, rights, conditions, and plan notes as shown on the Final Subdivision Plan for STEARNS CROSSING, Phases I, II, and III recorded in Centre County Plat Book 70, Pages 122-123.

**ARTICLE II  
DEFINITIONS**

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

2.2 **Other Terms Defined:** The following terms used herein or in the Plats and Plans show the meanings set forth below:

(a) *"Allocated Interest"* means the common expense liability and votes in the Association allocated to each Unit.

(b) *"Association"* means the Unit Owners Association for the Planned Community and shall be known as STEARNS CROSSING HOMEOWNERS ASSOCIATION INC.

(c) *"Common Expense Liability"* shall mean the liability for common expenses allocated to each Unit.

(d) *"Common Expenses"* means expenditures made by or financial liabilities of the Association, together with any allocations to reserves.

(e) *"Common Facilities"* means any real estate within the Planned Community which is owned by the Association or leased to the Association. The term specifically does not include a Unit.

(f) *"Controlled Facilities"* means any real estate within a Planned Community, whether or not a part of a Unit, that is not a common facility but is maintained, improved, repaired, replaced, regulated, managed, insured or controlled by the Association.

(g) *"Declarant"* shall mean Stearns Coal, LP, its successors and assigns.

(h) *"Declaration"* means this document as may be amended from time to time.

(i) *"Executive Board"* means the Executive Board of the Association.

(j) *"Lot"* shall mean "Unit".

(k) *"Plans"* shall mean the Final Subdivision Plan for STEARNS CROSSING Phases I, II, and III, recorded in Centre County Plan Book 70, Pages 122-123, and plans for subsequent phases for STEARNS CROSSING as each phased plan is recorded.

(l) *"Special Declarant Rights"* are rights reserved for the benefit of the Declarant to:

(i) complete improvements included on the Plans filed with the Declaration;

(ii) convert a Unit into two or more Units, common facilities or controlled facilities, or into two or more Units and common facilities or controlled facilities;

(iii) maintain offices, signs and models under Section 5217 of the Act;

(iv) use easements through the common facilities or controlled facilities for the purpose of making improvements within the Planned Community;

(m) "Successor Declarant" shall mean any successor to Declarant or a successor to any Special Declarant Right.

(n) "Unit" shall mean a physical portion of the Planned Community designated for separate Ownership or occupancy as described herein and as depicted in the Plans. Units are described on the Plans as Lots.

(o) "Unit Owner" is a Declarant or any other person who owns a Unit in the Planned Community.

### ARTICLE III UNITS AND VOTING

3.1 **Units:** The location and dimensions of all Units comprising the Planned Community are shown on the Plans attached hereto as **Exhibit "B."** There are three planned phases for the Planned Community and Declarant is under no obligation to construct more than three (3) phases. The number of projected Units in each phase are as follows:

Phase I	11
Phase II	12
Phase III	13

Declarant reserves the right to change the total number of Units, the total number of phases, and the total number of Units per phase.

Declarant reserves the right to change or alter the location and dimensions of Units and the size of buildings or dwellings to be constructed upon a Unit in undeveloped phases provided that such change or alteration does not conflict with the architectural control and protective covenants set forth in Article VII and VIII hereof by the imposition of lesser standards. Except to the extent provided by the Declaration, each Unit Owner is responsible for the maintenance, repair and replacement of his or her Unit and improvements thereon.

3.2 **Relocation of Unit Boundaries:** The boundaries between adjoining Units may be relocated by amendment to the Declaration upon application to the Association by the Owners of the adjoining Units. Unless the Executive Board determines, within 30 days, that the relocation is unreasonable, and upon the requesting Unit Owners first obtaining municipal approval thereof, the Association shall prepare, and record, at the cost and expense of the Unit Owners whose boundaries are being relocated, an amendment to the Declaration and the Plans containing all information required by Section 5214 of the Act. The relocation of boundaries between adjoining Units shall not result in a reallocation of votes in the Association of the affected, adjoining Unit Owners. No more than two (2) lots, as originally set forth on the original subdivision of Declarant, may be combined into one lot.

3.3 **Subdivision or Conversion of Units:** A Unit may not be subdivided into two or more Units except in the case of a Unit owned by Declarant which may subdivide a Unit or Units into a combination of Units and common facilities. Declarant also has the right to replot a Unit

or Units prior to final plan approval for an undeveloped phase to provide for a public street or driveway to connect to other residential properties.

3.4 **Voting Rights: Common Expense Liability:** Each Unit shall be entitled to one vote in the Association. When more than one (1) person holds an interest in any Unit, all such persons shall be members. The vote for such Unit shall be exercised as such persons among themselves may determine, but in no event shall more than one (1) vote be cast with respect to any Unit. Any such joint Owners shall designate and register with the secretary of the Association the name of that Owner entitled to cast such single vote, and to receive all notices.

The Common Expense Liability of each Unit shall be assessed in accordance with each Unit's Voting Interest. No voting interests or Common Expense Liability will attach to any lot designated as open space on the Plans. No voting interests or Common Expense Liability will attach to Units within any undeveloped phase of the development unless and until the first lot within that phase is sold or conveyed to a party other than Declarant or a Successor Declarant.

A phase will not be considered developed until the phase has received final subdivision plan approval from College Township and the final subdivision plan for that phase is recorded. At the time that the first Unit within a developed phase is sold or conveyed to a party other than Declarant or a Successor Declarant, the Common Expense Liability for the Unit Owners within that phase and all prior developed phases for which assessments have already been levied shall be recalculated and reallocated by adding the total number of Units in the recently developed phase to the Units in the prior developed phases. Thus, for example, before conveyance of the first lot in Phase III, the Common Expense Liability for each Unit in Phase I (11 Units) and in Phase II (12 Units) shall be 1/23 of the total Common Expenses; and, after conveyance of the first lot in Phase III, the Common Expense Liability for each Unit in Phase I (11 units), Phase II (12 units), and Phase III (13 Units) shall be 1/36 of the total Common Expenses.

#### ARTICLE IV DESCRIPTION AND ALLOCATION OF COMMON AND CONTROLLED FACILITIES

4.1 **Common Facilities:** The Common Facilities are those portions of the Planned Community not forming either part of a Unit or areas to be dedicated to the municipality and utilities. The Common Facilities consist of open space and any storm water management facilities and structures required by College Township. Any structures to be constructed will be shown on subsequent final subdivision plans and constructed by the Declarant, except that any structure that may be erected in an open space area will be the responsibility of the Association to construct. The Common Facilities will be conveyed to the Association and until the time of conveyance will be owned by the Declarant or any Successor Declarant. Conveyance will be by special warranty deed to the Association for consideration of One Dollar (\$1.00).

#### 4.2 **Controlled Facilities:**

(a) Declarant will install all controlled facilities as shown on the final subdivision plans or easements. Thereafter, the Association is obligated to maintain, improve, repair, replace, regulate, manage, insure and control the controlled facilities.

(b) There are controlled facilities pursuant to recorded easements located at the entrances to STEARNS CROSSING in Phase I, Phase II, and Phase III. These controlled facilities are for the following purposes:

(i) to maintain landscaping and STEARNS CROSSING identification signs and lighting at the entrances to the Planned Community, whether

or land owned by Association or acquired by easement by Association;

(ii) to maintain street signs in coordination with College Township;

(iii) to maintain stormwater detention basins, storm water drainage easements and areas, bike paths, walking paths, and

(iv) others to be determined by the Association

(c) The Association shall be responsible to maintain as controlled facilities all stormwater management controls located outside of the rights-of-way and streets to be dedicated to College Township. These controlled facilities include such controls as piping, inlets and outfall structures located within easements on Units as shown on final subdivision plans.

#### **ARTICLE V EASEMENTS**

**5.1 Additional Easements:** In addition to and in supplementation of the easements provided for by Sections 5216 (encroachments), 5217 (Declarant's use of portions of buildings for sales purposes) and 5218 (to facilitate Declarant's work) and other provisions of the Act and in addition to the easements set forth in Section 1.2 hereof, the following easements are hereby created:

(a) *Models:* Declarant, or the builders approved by Declarant, shall have the right to maintain model homes and make sales from the model homes, but only for lots in Stearns Crossing, and only with prior written approval of the Declarant. No management offices, sales offices, or rental offices may be maintained, nor may any materials be delivered to or stored on any Unit.

(b) *Signs:* Declarant shall have the right to maintain or authorize on the Controlled Facilities and/or upon Declarant owned Units such advertising signs as Declarant in its sole discretion may deem appropriate, provided that such signs comply with applicable governmental requirements. Declarant may from time to time relocate such advertising signs.

(c) *Utility Easements:* The Common Facilities shall be made subject to easements in favor of the Declarant, appropriate utility and service companies and governmental agencies or authorities for such utility and service lines, and as may be necessary or desirable to serve any portion of the Property. The easements created in this Article 5.1 shall include, without limitation, rights of Declarant or the providing utility or service company, or governmental agency or authority to install, lay, maintain, repair, relocate and replace gas lines, pipes and conduits, water mains and pipes, sewer, and drain lines, telephone wires and equipment, television equipment electrical wires, conduits and facilities (cable or otherwise), and equipment over, under, through, along and on the Common Facilities.

(d) *Ingress and Egress.* Each Unit Owner has an unrestricted right of access to his or her Unit. Each Unit Owner has a non-exclusive easement to access and use of the Common Facilities, subject to the restrictions established by the Association.

(e) *Support.* Each Unit Owner has the benefit of a restriction upon any action of a neighboring Unit Owner, or of the Association with respect to the Common Facilities, which would endanger the stability or safety of his Unit.

**5.2 Common Facility Easements in Favor of the Association:** The Common Facilities and Controlled Facilities shall be and are hereby made subject to an easement in favor of the Association and the agents, employees and independent contractors thereof for the

purpose of the inspection, upkeep, maintenance, repair and replacement.

#### ARTICLE VI AMENDMENT OF DECLARATION

**6.1 Amendment Generally:** This Declaration may be amended only in accordance with the procedures specified in Section 5219 of the Act, the other sections of the Act referred to in Section 5219 thereof and the express provisions of this Declaration. Except as set forth in Section 5219(2) and (3) of the Act and Article III hereof, no amendment of this Declaration may be made without the prior written approval of sixty-seven (67%) of the Unit Owners if and to the extent that any such amendment would add or amend any material provisions of the Declaration.

**6.2 Rights of Declarant:** No change, modification or amendment which affects the rights, privileges or obligations of the Declarant shall be effective without the prior written consent of the Declarant.

**6.3 Other Amendments:** If any amendment is necessary in the judgment of the Executive Board to cure any ambiguity or to correct or supplement any provision of this Declaration or the Plans which is defective or inconsistent with any other provision hereof or thereof or with the Act, or to change, correct or supplement anything appearing or failing to appear in the Plans which is incorrect, defective or similarly inconsistent, or if such amendment is necessary to conform to the then current requirements of the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, or similar organizations, with respect to planned community projects, the Executive Board may, at any time and from time to time effect such amendment without the approval of the Unit Owners upon receipt by the Executive Board of an opinion from independent legal counsel to the effect that the proposed amendment is permitted by the terms of this sentence. Each such amendment shall be effective upon the recording of an appropriate instrument setting forth the amendment and its due execution and acknowledgement by one or more officers of the Board.

**6.4 Termination:** Subject to the limitations imposed by Section 5220 of the Act, termination of the Planned Community requires the unanimous prior written approval of all Unit Owners, provided, however, in the event of substantial destruction or substantial taking by eminent domain of the Property then the Planned Community may be terminated with agreement of Unit Owners of Units which have at least eighty (80%) percent of the votes in the Association.

#### ARTICLE VII ARCHITECTURAL CONTROL

**7.1 Architectural Control Committee:** The Declarant shall initially appoint an Architectural Control Committee and shall fill any vacancies in said committee. After the Declarant has conveyed all of the units in STEARNS CROSSING, then the STEARNS CROSSING HOMEOWNERS ASSOCIATION, INC. shall thereafter appoint the Architectural Control Committee.

**7.2 Exterior Changes After Occupancy:** After the initial occupancy of any dwelling house located on a Unit, any erection of a structure (including but not limited to fences, walls

and mailboxes), any addition or alteration to the exterior of a structure, or any change in the existing color or finish of any exterior surface of any building on a Unit shall not be done until plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing by the Executive Board of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Executive Board as to harmony of external design, colors and location in relation to surrounding structures, and finished ground elevation topography. In the event said Executive Board, or its designated committee, fails to approve or disapprove such change, design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will be deemed to have been given.

#### ARTICLE VIII PROTECTIVE COVENANTS

8.1. Each Lot shall be used for residential purposes only, and only one (1) single family residential dwelling may be erected or maintained on each Lot. As part of each single family residential dwelling constructed on a Lot, an integral or attached garage for at least two (2) automobiles but for not more than four (4) automobiles must be erected. Separate apartments within the residential structure are prohibited. Other outbuildings or appurtenances, if any, may be erected or placed on the Lot only if approved by Architectural Control Committee. No residential dwelling shall be rented for a period of less than six (6) months.

8.2. Home occupations and professional offices may be conducted or maintained on the premises provided that (a) there is no client contact on the site, (b) there are no deliveries to the site, and (c) it is approved by Architectural Control Committee.

8.3. No mobile home, shack, or other temporary structure shall be kept, maintained or allowed on the premises.

8.4. No motor homes, campers, boats, trucks in excess of 8,000 pounds (gross vehicle weight), or recreational vehicles and no abandoned, unlicensed or inoperable vehicles may be kept or stored on the premises except in a garage.

8.5. No animals, livestock, horses, or poultry, of any kind shall be raised, bred or kept on the premises except that dogs, cats or other household pets may be kept, provided they are not kept bred, or maintained for any commercial purpose, and provided that there shall be kept on the premises no more than two (2) dogs and/or cats. No dog houses or kennels may be erected on the premises.

8.6. No above ground swimming pool may be constructed on any Lot.

8.7. No satellite dish or other antenna may be placed on any structure or on any portion of the land of the Lot without the prior approval of Architectural Control Committee; screening design plans must be approved by Architectural Control Committee. No satellite dish or other antenna may be fastened to the chimney.

8.8. No manufactured home, trailers, double-wide homes, mobile homes or modular homes of any type may be brought onto, affixed to, or constructed upon a Lot.

8.9. All buildings on a corner Lot must have the same materials on the sides of the building facing both streets, or an alternate material approved by the Architectural Control Committee.

8.10. Exposed foundations on all buildings must be concealed by stucco or a suitable building material; no exposed block foundations are permitted.

8.11. The exterior of all chimney stacks must be covered with exterior insulated finishing system (eifs; e.g. drivit). stucco, brick or stone: vinyl covering is not permitted.

8.12. No storage buildings, gazebos, greenhouses, playhouses or other structures other than the main dwelling may be permitted, unless approved by Architectural Control Committee. All mailboxes must follow the conformity established or approved by the Architectural Control Committee.

8.13. An outside electric eye pole light must be installed on each Lot prior to the completion of the dwelling unit and must be maintained thereafter. The pole light must be placed within five (5) feet of the walkway leading to the house from the walkway running parallel to the street or from the driveway; it must be lighted at all times, from sundown to sunup; it must be regulated by an automatic day and night photocell wired directly to the circuit panel; and it must have at least a sixty (60) watt bulb. No in-line switches are permitted to control the outside electric eye pole light.

8.14. No fences shall be permitted unless approved by Architectural Control Committee. The procedure for approval of the design and location of the fence shall be in accordance with the Fence Policy attached hereto as Exhibit "C" and Articles 8.22 and 8.23, below.

8.15. All trash, garbage and refuse shall be stored in covered metal or plastic underground receptacles, or otherwise concealed from view by an enclosure or screening approved by Architectural Control Committee.

8.16. No sign of any kind shall be displayed to the public view on any Lot except when the house or Lot is for sale; in which case, one sign having an area of not more than five (5) square feet advertising the property for sale may be displayed. The foregoing notwithstanding, Declarant may allow signs which exceed the size set forth in this paragraph for (1) advertisement of the subdivision during development, and (2) gateway or subdivision name signs, whether temporary or permanent.

8.17. Each Unit Owner must provide a paved driveway for off the street parking, for at least four (4) vehicles (excluding garage spaces). All driveways must be paved with either concrete, asphalt or utilize brick pavers.

8.18. The minimum required front yard setback is thirty (30') feet from the front property line. Unit Owners are encouraged to set their home back forty (40') feet if possible. Exceptions may be granted by the Architectural Control Committee. It is strongly encouraged that side entry garages be used and that garages be set back beyond the front wall line of the house so that garage doors do not dominate the streetscape.

8.19. Each building shall be provided with gutters and down spouts and all roof water shall drain to underground sumps or alternative techniques. When the dwelling is of contemporary design, gutters and down spouts may be omitted so long as the roof overhang is provided with a crushed stone sump of at least two (2) feet in depth and one (1) foot in width which shall run the entire length of the overhang.

8.20. No building shall be erected, altered or placed upon any Lot and there shall be no landscaping or grading of any Lot, or any removal of trees until:

- (a) The identity of the proposed builder has been submitted to the Declarant and the Declarant shall have approved the identity of the proposed builder.



- (b) A complete set of plans and specifications and a site plan shall have been furnished to Declarant and Architectural Control Committee at least thirty (30) days prior to construction and the plans and specifications have been approved in writing by the Architectural Control Committee.

All submissions of plans for construction, proposed grading, and tree removals must be in duplicate, one (1) copy of which shall be retained by Architectural Control Committee.

After receipt of the identity of the proposed builder, Declarant shall approve or disapprove the same within fifteen (15) days.

After receipt of the proposed plans and specifications Architectural Control Committee shall approve or disapprove the same within fifteen (15) days.

Architectural Control Committee may approve in part and disapprove in part, or otherwise qualify such approval, and may take into consideration aesthetic or other considerations or reasons as Architectural Control Committee shall deem suitable.

Unit owner further agrees that no change shall be made in the identity of the builder without the written approval of Declarant first had and obtained. Declarant reserves the right to approve or disapprove of any builder of a dwelling or improvement within STEARNS CROSSING

Unit owner further agrees that no change shall be made in the approved plans and specifications without the written approval of Architectural Control Committee first had and obtained

The Architectural Control Committee shall create a list of minimum building specifications. All builders and Owners shall comply with the specifications.

8.21. All site plans shall show the following:

- (a) Subdivision name, Uniform Parcel Identifier Number, Lot number, street address, and abutting Lot numbers.
- (b) Name, address phone number, and e-mail of person or firm preparing the site plan.
- (c) Zoning district.
- (d) Total size of the Lot.
- (e) The proposed use(s) of the Lot.
- (f) The total tract boundary with distances drawn to the nearest foot, including any street rights-of-way when applicable
- (g) All stream, flood plains and wetland boundaries, if applicable, and slopes of twenty-five percent (25%) or more.
- (h) Location and area of all existing and proposed primary and accessory structures, including exterior dimensions.
- (i) North arrow and scale.
- (j) Date of plan, and date of any and all revisions made to the plan after the

- original date of submission
- (k) Cartways and names of abutting streets.
  - (l) Lot boundary bearings and distances, and property corners.
  - (m) Building setback lines per the subdivision record plan. Location of the front, side, and rear yard setback areas as required by the applicable zoning district.
  - (n) Easements.
  - (o) Utilities above and below ground and all appurtenances such as valves, clean outs, etc. All existing and proposed utility poles, drainage facilities, and walkways.
  - (p) Existing topography at two foot (2') even contours with existing spot elevations on flat grades if needed to define drainage patterns. Topographic contour lines drawn at vertical intervals of two (2) feet for land with average undisturbed slopes of ten percent (10%) or less and at intervals of five (5) feet for land with average slopes exceeding ten percent (10%) including the source of topographic data; or two perpendicular cross sections through the entire property, showing existing and proposed grades and the floor elevations of any proposed structures.
  - (q) Proposed topography at two foot (2') even contours.
  - (r) Accurate depiction of all floors of the house plan, showing door and window openings, and indicating garage, porch, deck, gazebo, pool or other separate use areas or structures.
  - (s) Square footage of finished living space
  - (t) Cross section through the structure and the total height of all proposed structures, in accordance with College Township definition of "height", Section 200-7, and as amended.
  - (u) Underground roof drain sump or alternative locations shall be shown or noted. All sumps shall have a minimum four inch (4") overflow pipe to daylight.
  - (v) Finished floor elevations of the dwelling, porch, patio, garage or other separate use Areas. Basement and main floor level finished elevations.
  - (w) Proposed limits of paved areas and labeling of use. Location of existing or proposed driveways.
  - (x) Height and materials of all proposed retaining walls.
  - (y) Outdoor lighting not attached to the dwelling facades.
  - (z) Drainage design direction arrow in swales or tightly graded areas, including as well high point drainage divide locations and elevations. When applicable, show direction and/or paths of all existing site drainage, any/all methods of erosion and sedimentation control and on-site storm

water management practices to be implemented.

- (aa) Proposed grading spot elevations necessary to define and construct accurately proposed land forms.
- (bb) Landscaping requirements contained in Article 8.22 shall be noted on the site plan.
- (cc) Finished floor elevations of the dwelling, porch, patio, garage or other separate use Areas. Basement and main floor level finished elevations.
- (dd) Spot elevations shall indicate top and bottom of embankments, swales, and micro grading. Water shall drain away from the dwelling on all sides for a minimum distance of ten feet (10'). Grass swales at a minimum two percent (2%) slope shall drain water from around the house. Unless clearly impractical without drastic or unattractive grading, drainage swales shall not direct water onto an adjacent Lot but shall direct it to the street or recorded subdivision drainage easement. Elevations and cross sections of structures, and details of all grading elements such as berms, earth mounds, and retaining walls.
- (ee) All driveways and parking shall be a minimum of two feet (2') from side or rear Lot lines or a greater distance if required by College Township.
- (ff) Percentage of impervious coverage on the Lot after all proposed improvements.

Architectural Control Committee shall have the right to approve or disapprove any such plans or specifications, all grading, landscaping, and all tree removal, and Architectural Control Committee shall have the right to require whatever screening it deems suitable. Declarant shall have the right to approve or disapprove the identity of a builder.

Each Unit Owner acknowledges and agrees that any construction, improvement or movement of soil on a Lot is under and subject to the restriction and regulation of the Soil Conservation District, and each Unit Owner shall be responsible for constructing and maintaining erosion and sedimentation controls in accordance with the approved plans, and each Unit Owner hereby indemnifies and saves harmless Declarant and the Architectural Control Committee, and their successors and assigns, from any loss, damage or claim that Unit Owner may have or incur as a result of the Unit Owner's failure to construct and maintain proper erosion and sedimentation controls.

8.22. At least thirty (30) days prior to occupancy of the dwelling, a landscaping plan shall first have been furnished to Architectural Control Committee, and such plans shall have been approved in writing by Architectural Control Committee. Each Unit Owner further agrees that no change shall be made in said approved landscaping plan without first obtaining the written approval of Architectural Control Committee. The amount allocated to landscaping (including fine grading and grass seeding) shall be no less than ten (10%) percent of the purchase price of the Lot. This amount must be expended within the one (1) year described in Article 8.23. All submissions of landscaping plans must be in duplicate, one copy of which shall be retained by Architectural Control Committee. After receipt of the landscaping plan, Architectural Control Committee shall approve or disapprove the same within fifteen (15) days. Architectural Control Committee may approve in part and disapprove in part, or otherwise qualify such approval, and may take into consideration aesthetic or other considerations or reasons as Architectural Control Committee shall deem suitable.

8.23. The building and landscaping of any dwelling, garage and driveway must be completed within eighteen (18) months from the start thereof, or else there shall be assessed against the Unit Owner liquidated damages in the amount of Fifty (\$50.00) Dollars per day for that time beyond the foregoing eighteen (18) month period during which such construction or landscaping is incomplete. The eighteen (18) month time period may be extended by the Architectural Control Committee.

8.24. In Phases I, II, and III, minimum finished square footage of living space above grade of all dwellings, excluding basements and garages, must be at least three thousand (3,000) square feet, subject to Declarant's exclusive right to waive this provision as, in Declarant's judgment, is required by special circumstances, and such decision of waiver shall be final.

8.25. In Phases I, II, and III, each dwelling built on a Lot shall have a cost, at the time of construction, of no less than Three Hundred Thousand (\$300,000.00) Dollars (exclusive of Lot purchase); said amount to be increased annually in accordance with the Consumer Price Index in effect on the date of this Declaration.

8.26. Neither Declarant, nor Architectural Control Committee, nor its successors or assigns, shall be liable in damages to anyone submitting any plans or request for approval, or to any Unit Owner affected by these Covenants by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any such plans or request. Every Unit Owner who submits any plans or request to Architectural Control Committee for approval agrees, by submission thereof and every Unit Owner agrees, by acquiring title thereto, that he will not bring any such action or suit to recover any such damages.

8.27. Declarant and Architectural Control Committee each shall have the express power and the right to enjoin the construction of any structure or other improvement and the removal of any trees and to order the removal of any structure or improvement on any Lot where approval for the said construction, tree removal, or other improvement shall not have been obtained in strict compliance with the provisions of Articles 8.22 and 8.23, and to take such other remedies as are available to Declarant or Architectural Control committee in law or equity.

8.28. Each Unit Owner shall refrain from interference with natural and developed drainage courses and swales.

8.29. At no time shall any Lot be stripped of its top soil, except to the extent necessary for approved construction, nor be stripped of its trees, or allowed to go to waste, or be neglected, excavated, or have refuse or trash thrown, placed, or dumped upon it, and Declarant and Declarant's and their contractors' machinery shall have the right to enter upon any Lot for the purpose of removing trash, mowing, cutting, clearing or pruning the Lot of any Unit Owner permits the same to become unsightly or if the same detracts from the overall beauty, setting and safety of the STEARNS CROSSING. In the event that Declarant or their contractor removes trash, mows, cuts, clears or prunes, then the expense of the same may be recovered from Unit Owner.

8.30. From the time of purchase, Unit Owner shall be responsible for weed control and shall allow no unsightly growth to occur and shall comply with the ordinances of College Township.

8.31. Each Unit Owner agrees that within three (3) years of Closing on a Lot, or upon occupancy of the house, whichever first occurs, or sooner if required by College Township, the Unit Owner shall cause to be constructed five (5) foot wide concrete sidewalks as may be required by College Township. In the event that the Unit Owner does not construct the sidewalk as required, Declarant or the Association may construct the sidewalk and put a lien against the property for the cost of construction.

8.32. No Lot may be used as a means of access or egress to or from any other real estate except with Declarant's specific written consent.

8.33. No Lot may be used for any activity which produces offensive or obnoxious sound, odor or light which may be perceived from the Lot line of the Lot. No Lot may be used for any activity which may be construed as a nuisance by a reasonable person. No blinking, flashing or neon lights shall be permitted on any Lot such that the same is visible at the Lot line.

8.34. Each reference to Declarant herein shall refer to Declarant, its successors and assigns, and if after the period of the control of Declarant, each reference to Declarant shall mean the Association. Declarant shall have the right to grant and convey or assign any or all of their rights to enforce these restrictive covenants, reservations and easements to another person or persons. Declarant may grant and convey or assign some rights, but not others and may grant and convey or assign some rights to one person and other rights to other persons. Upon such conveyance, grant or assignment, the person or persons shall have and shall succeed to all rights and duties with the same power as the original Declarant. If Declarant assigns any or all rights to the Association, the Association must accept the responsibility for the enforcement of those covenants, reservations and easements so assigned. Unit Owner herein shall refer to the original purchaser from Declarant, its successors or assigns and successors in interest.

#### ARTICLE IX POWERS OF THE EXECUTIVE BOARD

9.1 **General:** In addition to the powers set forth in Section 5302 of the Act, the Executive Board shall have the following additional powers:

*(a) Appoint Committees.* To appoint committees of the Board (which need consist of only one [1] Board Member) and to delegate to such committees the Executive Board's authority to carry out certain duties of the Board, subject to the approval and control of the Board.

*(b) Management.* To engage the services of a manager or managing agent, who may be any person, firm or corporation, upon such terms and compensation as the Executive Board deems fit and to remove such manager or managing agent at any time, provided any agreement with such manager or managing agent shall extend for not more than three (3) years and must be terminable by either party to such agreement without cause and without payment of a termination fee, upon thirty (30) days or less prior written notice.

*(c) Engage Services.* To engage the services of any persons (including, but not limited to, accountants and attorneys) deemed necessary by the Executive Board at such compensation as is deemed reasonable by the Executive Board, in the operation, repair, maintenance, and management of the Property, or in connection with any duty, responsibility or right of the Executive Board and to remove, at any time, any such personnel.

*(d) Discharge Liens.* To pay any amount necessary to discharge any mechanic's lien or other encumbrance levied against the Property or any part thereof which may in the opinion of the Executive Board constitute a lien against the Property or against the Common Facilities, rather than merely against the interest therein of particular Unit Owners. Where one or more Unit Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and any costs incurred by the Executive Board by reason of said lien or liens, including reasonable attorneys fees, shall be specially assessed to said Unit Owners.

**ARTICLE X  
INDEMNIFICATION**

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

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

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

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

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

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

**10.3 Limited Liability:**

(a) The members of the Executive Board and officers, in their capacity as such, shall not be personally liable for monetary damages for any action taken, or any failure to take any action, unless any such person has breached or failed to perform the duties of his office under the standards described above; provided, however, that the provisions of this Section 10.3 shall not apply to the responsibility or liability of an Executive Board member or officer pursuant to any criminal statute, or to the liability of an Executive Board member or officer for the payment of taxes pursuant to local, state, or federal law.

(b) In discharging the duties of their respective positions, the Executive Board members and officers may, in considering the best interests of the Association, consider the effects of any action upon employees and upon suppliers of the Association and upon communities in which the Planned Community is located, and all other pertinent factors. The consideration of those factors shall not constitute a violation of the standards described above.

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

(d) To the extent permissible under Pennsylvania law, expenses incurred by an Executive Board member or officer in defending a civil or criminal action, suit or proceeding shall be paid by the Association in advance of the final disposition of such action, suit or proceeding upon the request of the Executive Board member or officer, after the Association has received an undertaking by or on behalf of such person to repay such amount if it shall

ultimately be determined that he is not entitled to be indemnified by the Association.

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

(f) The Executive Board may obtain insurance to satisfy the indemnification obligation of the Association and all Unit Owners set forth in subparagraph (e) above, if and to the extent available.

#### ARTICLE XI BUDGETS, COMMON EXPENSES, ASSESSMENTS AND ENFORCEMENT

11.1 **Annual Payments:** All regular Common Expense assessments made in order to meet the requirements of the Association's annual budget shall be deemed to be adopted and assessed on an annual basis and shall be due and payable in advance, on the first day of each year. Special assessments shall be due and payable in one or more payments, as determined by the Executive Board. Upon the sale of the first Unit in each phase of the development project, all Units within that phase, including Units owned by the Declarant, will be assessed a Common Expense Assessment. This initial assessment shall be pro-rated by the number of months remaining in the year. No assessment shall be made or levied upon Units in future phases until a Unit is sold or conveyed to a party other than the Declarant or Successor Declarant.

11.2 **Fee and Charges; Liens:** The Board may impose any fees, charges, late charges, fines and interest which may be levied by the Executive Board pursuant to Section 5302(a)(10), (11) and (12). The Association has a lien on a Unit for any assessment levied against that Unit or fines imposed against the Unit Owner from the time the assessment or fine becomes due. Foreclosure, perfection and priority of the lien shall be in accordance with Section 5315 of the Act.

11.3 **Reserve:** Each annual budget for Common Facilities shall include an amount reasonably considered by the Executive Board to be sufficient as a reserve for replacements and contingencies. To initiate such reserve, Declarant shall collect from each Unit Owner at the time of purchase of the Unit, an initiation fee of One Hundred and 00/100 (\$100.00) Dollars.

11.4 **Accounting:** On or before the first day of January of each calendar year commencing 2004, the Executive Board shall supply to all Unit Owners an itemized accounting of the Common Expenses for the preceding calendar year actually incurred and paid together with a tabulation of the amounts collected pursuant to the annual budget or assessments and

leases and sales of, property owned or managed by the Executive Board on behalf of the Association, and showing the net excess or deficit of income over expenditures plus reserves.

**11.5 Special Assessments:** If any annual budget proves inadequate for any reason including nonpayment of any Unit Owner's assessments, or any nonrecurring Common Expense or any Common Expense not set forth in the annual budget as adopted, the Executive Board may at any time levy a further assessment, which shall be assessed to the Unit Owners according to each Unit Owner's Allocated Interest in the Common Facilities. Such further assessment shall be payable in one or more monthly payments during such period of time as the Board may determine. The Executive Board shall serve notice of such further assessment on all Unit Owners by a statement in writing giving the amount and reasons therefore, and such further assessment shall become effective and shall be payable at such time or times as determined by the Executive Board.

**11.6 Interest and Charges:** All sums assessed by the Executive Board against any Unit Owner as a regular or special assessment shall bear interest thereon at the then maximum legal rate provided by the Act from the fifth (5th) day following default in payment of any installment when due. Any delinquent Unit Owner shall also be obligated to pay (i) all expenses of the Board, including reasonable attorneys' fees, incurred in the collection of the delinquent assessment by legal proceedings or otherwise, and (ii) any amounts paid by the Board for taxes or on account of superior liens or otherwise to protect its lien, which expenses and amounts together with accrued interest and late charges, shall be deemed to constitute part of the delinquent assessment and shall be collectible as such subject to Article 11.2 above.

**11.7 Surplus:** Any amounts accumulated from assessments for Common Expenses and income from the operation of the Common Facilities to which such Common Expenses pertain in excess of the amount required for actual Common Expenses and reserves for future Common Expenses shall be credited to each Unit Owner in accordance with Allocated Interests, said credits to be applied to the next assessment of Common Expenses due from said Unit Owners under the current fiscal year's budget, and thereafter, until exhausted.

## ARTICLE XII ALIENATION

**12.1 Restrictions on Transfer:** There are no restrictions on the subsequent transfer of a Unit except that such transfer is subject to the terms, conditions, provisions and requirements of this Declaration.

## ARTICLE XIII INSURANCE; CONDEMNATION

**13.1 Generally:** The Executive Board, to the extent reasonably available, shall acquire and pay for insurance to be written by insurers licensed in Pennsylvania and having a Best's Insurance Rating of "B" general policyholder's rating and III financial size category or an "A" general policyholder's rating, or their equivalent if such rating is no longer available in the amounts as required by the Act in addition to and subject to the following:

*(a) Board's Discretion.* Such insurance as the Executive Board deems advisable in the operation, and for the protection of the Common Facilities.

*(b) Release.* Each unit owner and the executive board hereby waives and releases any and all claims which he or it may have against any other unit owner, the association, the executive board and members thereof, the Declarant and their respective employees and agents, for damage to the common or controlled facilities and the units, or to any personal property located in the units and the common facilities or controlled facilities, caused by fire or other casualty or any act or omission of any such party to the extent that such



damage is covered by fire or other form of hazard insurance.

*(c) Contribution.* If the act or omission of a Unit Owner or of a member or his family, a household pet, guest, occupant or visitor of such Unit Owner, shall cause damage to the Common Facilities, or Controlled Facilities or maintenance, repairs or replacements shall be required which would otherwise be a Common Expense, then such Unit Owner shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Executive Board, to the extent such payment is not waived or released under the provisions of subparagraph "(c)" hereof.

*(d) Recovery of Proceeds.* Any release or waiver referred to in subparagraphs "(c)" and "(d)" hereof shall be valid only if such release or waiver does not affect the right of the insured under the applicable insurance policy to recover thereunder. The Unit Owners and the Executive Board, with regard to the insurance carried by each of them, shall use their best efforts to see that their insurance carriers agree that such release or waiver does not affect their rights to recover.

*(e) Property and Casualty Limits.* Comprehensive general liability and property damage insurance as required by the Act shall be in such limits as the Board shall deem desirable provided that such limit shall not be less than One Million (\$1,000,000.00) Dollars per occurrence, for personal injury and/or property damage, insuring the Association, the Board members, the managing agent, if any, and their respective agents and employees, and the Unit Owners from any liability to the public or to the Unit Owners, their tenants or invitees, relating in any way to the Ownership and/or use of the Common Facilities, Controlled Facilities or any part thereof.

*(f) Forms.* The Executive Board may obtain such other forms of insurance as the Board shall elect to effect including Board members and officers liability insurance and such Worker's Compensation insurance as may be necessary to comply with applicable laws.

*(g) Fidelity Bonds.* The Executive Board may obtain a fidelity bond or bonds or insurance policy to protect against dishonest acts on the part of the Board members, officers, agents (including agents for the management of the Property), employees, volunteers and all others who handle, or are responsible for handling funds of the Association. If obtained, such bond or bonds or insurance policy shall name the Association as an obligee or insured and shall be in the amount of one hundred fifty (150%) percent of the then current annual budget for Common Expenses or such higher amount as the Board deems appropriate provided, however, in no event in an amount less than the sum of three months' assessments on all Units plus the Association's reserve funds. Such bond or bonds or insurance policy shall contain: (1) a waiver of defense based upon the exclusion of persons who serve without compensation from the definition of "employee" or other appropriate provisions to assure coverage of such persons and (2) a provision that the Bond may not be cancelled or substantially modified without at least ten (10) days prior written notice to the Association.

*(h) Premiums.* Except as otherwise provided in this Declaration, premiums for all insurance obtained or maintained by the Board, fees and expenses of the insurance trustee, if any, and the cost of any appraisal which the Board deems advisable in connection with any insurance, shall be Common Expenses.

*(i) Attorney in Fact.* The Executive Board is hereby irrevocably appointed as attorney-in-fact for each Unit Owner and for each holder of a mortgage or other lien upon a Unit and for each Owner of any other interest in the Property for the purpose of purchasing and maintaining insurance as set forth in this Section including the collection and appropriate disposition of the proceeds thereof; the negotiation of losses and execution of releases of liability; the execution of all documents; and the performance of all other acts necessary to accomplish such purpose.

### 13.2 Insurance Trustee:

(a) *Names Trustee.* The Executive Board shall have the option, in its sole discretion, of naming as an insured, on behalf of the Association, an Insurance Trustee with whom the Association has entered into an insurance trust agreement. The duty of the Insurance Trustee shall be to receive, hold or otherwise properly dispose of, in accordance with Section 5312 of the Act, proceeds of insurance designated in the Insurance Trust Agreement in trust for Unit Owners and their Permitted Mortgagees as their interests may appear.

(b) *Proceeds.* The net proceeds of all property insurance policies and (subject to the provisions of Article 13.4) the net award or other net proceeds of any taking by the power of or a power in the nature of eminent domain or pursuant to a deed in lieu of condemnation, shall be paid to and distributed by the Executive Board or any Insurance Trustee as follows:

(i) in cases where the Premises are to be repaired, replaced and restored in appropriate progress payments to the contractors, material men, engineers, architects, or other persons engaged by the Executive Board who have rendered services or furnished materials for such repair and restoration, provided that appropriate waivers of mechanics or materialmen liens are first validly recorded before any work is commenced by each such person; and

(ii) in cases where there is a termination of the Planned Community, in accordance with the provisions of Section 5320 of the Act.

(c) *Application of Proceeds.* If the amount of insurance proceeds or the amount of the award or such other net proceeds shall exceed the cost of repairs and restoration in cases governed by clause (b)(i), the excess shall be applied against Common Expenses.

### 13.3 General Insurance Provisions:

(a) *Provisions.* All policies of insurance carried under Article 13.1 shall:

(i) provide that they shall not be canceled or modified without at least 10 days prior written notice to all whose interests are covered thereby, including, without limitation, the holders of Permitted Mortgages in the case of policies of property and fidelity insurance;

(ii) provide that the policy is primary coverage and that the coverage afforded thereby shall not be affected or diminished or result in contribution by reason of any additional insurance separately carried by any Unit Owner or by any other person or entity;

(iii) provide that the insurer shall not have the option to restore the insured premises in lieu of making a cash payment of the proceeds;

(iv) provide that each Unit Owner is an insured person under the policy with respect to liability arising out of his Ownership of an undivided interest in the Common Facilities or membership in the Association and that no act or omission by any 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.

Duplicate originals of all such insurance policies and renewals shall be delivered

by insurers (at least 30 days prior to the renewal in case of each renewal) to the Executive Board and to any Insurance Trustee.

(b) *Permissions.* No Unit Owner shall do or permit any act which would void or impair the coverage afforded by said policies or would result in an increase in the premium therefor; and any Unit Owner not complying therewith shall be liable to the Association for the amount of any such increase.

(c) *Notice of Violation.* If the insurance required by Article 13.1 of this Declaration is not maintained at any time, the Association shall promptly give each Unit Owner written notice of that fact.

#### 13.4 Condemnation:

(a) *Disposition.* The disposition of the Allocated Interest of a Unit acquired in whole or in part by the power of or a power in the nature of eminent domain and the consequences of certain such acquisitions of part of a Unit or of part of the Common Facilities shall be as provided in Section 5107 of the Act.

(b) *Notice.* Whenever any proceedings are instituted which could result in the temporary or permanent taking, injury or destruction of all or part of the Common Facilities, by the power of or a power in the nature of eminent domain or by an action or deed in lieu of condemnation, the Executive Board and each Unit Owner shall be entitled to notice thereof and the Executive Board shall, and each Unit Owner at his expense may, participate in such proceedings. In any such proceedings, damages shall be determined for such taking, injury or destruction as a whole and not for each Unit Owner's interest therein.

### ARTICLE XIV DECLARANT'S RIGHTS

#### 14.1 Control:

(a) Not later than sixty (60) days after conveyance of twenty-five (25%) percent of the Units (in all phases which may be created, including Additional Real Estate) to Unit Owners other than Declarant, one member of the three (3) member Executive Board shall be elected by Unit Owners other than Declarant.

(b) Not later than the earlier of (i) seven (7) years after the date of the first conveyance of a unit, or (ii) sixty (60) days after seventy-five (75%) percent of the Units (in all phases) are conveyed to Unit Owners other than Declarant, all members of the Executive Board shall resign and the Unit Owners (including Declarant to the extent of Units owned by Declarant) shall elect a new three (3) member Executive Board, at least a majority of whom must be Unit Owners.

14.2 Special Declarant Rights: Anything in this Declaration or in the Bylaws to the contrary notwithstanding, Declarant reserves certain rights (collectively, the "Special Declarant Rights"), in addition to any expressly contained in the Act, as follows:

(a) Declarant reserves the unrestricted right to sell any Units which it continues to own after the recording of this Declaration.

(b) Declarant reserves the unrestricted right to complete improvements indicated on the plats and plans.

(c) Declarant reserves the unrestricted right to add Additional Real Estate pursuant to Article XV.

(d) Declarant reserves the unrestricted right to use easements through the common facilities or controlled facilities for the purpose of making improvements within the planned community or within the additional real estate.

(e) Declarant reserves the unrestricted right to appoint or remove any officer of the Association or Executive Board member during any period of Declarant control as described in Article 14.1 above.

(f) Declarant shall have the unrestricted right to maintain within the Planned Community, management offices and signs advertising sales of Units in the Planned Community.

(g) Declarant reserves the unrestricted right, as it deems appropriate, to complete all improvements to the Common Facilities, if any, provided, however, that the Declarant will endeavor not to interfere with the use of any Unit in connection therewith.

(h) Declarant reserves the unrestricted right to convert any unsold Unit into two or more Units, Common Facilities, or into two or more Units and Common Facilities.

(i) Declarant reserves the unrestricted right to amend the Declaration and to change or alter the location and dimensions of Units in future phases provided that such change or alteration does not conflict with the architectural control and protective covenants set forth in Article VII and VIII hereof by the imposition of lesser standards. Declarant may increase the size of individual Units, thus decreasing the total number of Units, and Declarant may increase the minimum building size on a Unit.

14.3 **Assignment:** Any one or more of the Special Declarant Rights, as created and reserved under this Article or elsewhere received by Declarant hereunder may be assigned by Declarant to any other party in connection with any financing provided to Declarant, and such assignment shall be effective as to all persons or parties affected thereby if at such time the instrument evidencing such transfer is executed both by the transferor and the transferee of the subject Special Declarant Rights and is recorded in the Office of the Recorder of Deeds of Centre County. The holder of any mortgage obligation encumbering the Declarant's interest in the Planned Community may succeed to the Special Declarant Rights, whether or not the Declarant has assigned the Special Declarant Rights to the holder of such mortgage. No such Mortgagee shall be liable for any acts or omissions of the Declarant relating to the Special Declarant Rights and arising prior to (i) such Mortgagee exercising its rights under the preceding sentence or (ii) such Mortgagee's acceptance of a specific assignment of the Special Declarant Rights and succeeding to the Declarant's rights hereunder.

14.4 **Transfer of Declarant's Rights:** Declarant reserves the right pursuant to Section 5304 of the Act to transfer Declarant's rights

#### ARTICLE XV ADDITIONAL REAL ESTATE

15.1 **Reservation:** Declarant reserves the right to add real estate known as the "Additional Real Estate" to the Planned Community. The real estate which may be added in whole or in part is described in Exhibit "D" attached hereto. Declarant reserves the right to create Units and limited common elements within the Additional Real Estate. Declarant expressly reserves the right to add any or all portions of the Additional Real Estate at any time, at different times, in any order, without limitation and without any requirement that any other real estate be converted, added or withdrawn, provided, however, that the Additional Real Estate shall not exceed the area described and labeled as such on Exhibit "D." The Additional Real Estate may be added in whole or in part to the Planned Community at various and any times so long as all additions to real estate occur within seven (7) years of the recording of this

## Declaration with the Recorder of Deeds of Centre County

The maximum number of units which may be created within the Additional Real Estate is 135, all of which units will be restricted exclusively to residential use with the exception of Lot numbers 273, 235, 117, 101, and 88 shown on the Preliminary Subdivision Plan and which may be conveyed by Declarant to College Township.

All Units in Additional Real Estate will be subject to the same terms and conditions of this Declaration with the exception of Articles 8.24 and 8.25 and such other amendments which may be made by the Declarant or Association in accordance with the terms of this Declaration, and excepting those lots which may be conveyed to College Township.

The voting strength in the Association and share of common expense liability in regard to each Unit in the Additional Real Estate will be calculated in accordance with this Declaration, specifically a revised Article 3.1 will be incorporated in each addition of Additional Real Estate and voting rights and common expense liability will be calculated in accordance with Article 3.4.

#### ARTICLE XVI REAL ESTATE TAXES

16.1 **Real Estate Taxes:** Real estate taxes are to be separately assessed to each Unit Owner for his or her Unit as provided for in Section 5105(b) of the Act. Until the Common Facilities are completed, Declarant is solely responsible for real estate taxes assessed against or allocable to the Common Facilities, if any.

#### ARTICLE XVII MISCELLANEOUS

17.1 **Interpretation:** The provisions of this Declaration shall be liberally construed in order to effectuate Declarant's desire to create a uniform plan for development and operation of a residential project. The headings preceding the various paragraphs of this Declaration are intended solely for the convenience of readers of this Declaration.

17.2 **Severability:** The provisions of this Declaration shall be deemed independent and severable, and the invalidity or unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision or portion thereof unless such deletion shall destroy the uniform plan for development and operation of the residential project uniform plan for development and which this Declaration is intended to create.

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

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

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

17.6 **Effective Date:** This Declaration shall become effective when it together with the Plans have been recorded with the Recorder of Deeds of Centre County.

IN WITNESS WHEREOF, the Declarant has caused its name to be signed to these presents on this the 15<sup>th</sup> day of January, 2004.

**STEARNS BOAL, L. P.**, by its general partner,  
**Stearns Boal, LLC**

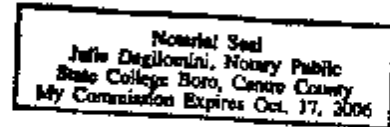
By:   
Name: Calvin E. Zimmerman  
Title: Manager

COMMONWEALTH OF PENNSYLVANIA }  
COUNTY OF CENTRE } SS:

On this, the 15<sup>th</sup> day of January, 2004, before me, the undersigned officer, personally appeared Calvin E. Zimmerman, who acknowledged himself to be the Manager of Stearns Boal, LLC, general partner of Stearns Boal, L.P., and as such manager, he being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as such officer.

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

*Julie Deglomini*



**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

**Phase 1**

All that certain tract of land situated in College Township, Centre County, PA, being Phase I, as shown on a Plan entitled, "Stearns Crossing, Single Family Residential Subdivision, Final Subdivision Plan, Phase I, II and III Subdivision Panel 1", dated November 4, 2003 by PennTerra Engineering, Inc., being bounded and described as follows:

Beginning at an iron pin, being a westerly corner of lands owned now or formerly by David J. & John M. Hopkins-Trustee (Tax Parcel 19-4-36, RB 673 pg. 962), and lying in a northerly R/W line of Houserville Road (S.R-3011, 33' R/W); thence along said R/W, along a curve to the left, having a chord bearing of N62°42'22"E, a chord distance of 9.58 feet, a radius of 14012.52 feet and an arc length of 9.58 feet to a point; thence continuing along said R/W, N62°43'33"W, 172.42 feet to a point; thence continuing along said R/W along a curve to the left, having a chord bearing of N61°35'20"W, a chord distance of 97.89 feet, a radius of 2466.70 feet and an arc length of 97.90 feet to an iron pin, lying in a northerly line of said R/W and being a southerly corner of lands owned now or formerly by Dan T. Stearns & Diane S. Karfakis (Tax Parcel 19-4-34, RB 819 pg. 439); thence along said lands N31°55'31"E, 201.14 feet to an iron pin, being an easterly corner of said lands and a southerly corner of Lands owned now or formerly by Anna H. Stearns (Tax Parcel 19-4-34A, RB 1116 pg. 852); thence along said lands, N31°59'19"E, 260.21 feet to an iron pin, being an easterly corner of said lands and a southerly corner of lands owned now or formerly by Dan W. & Anna H. Stearns (Tax Parcel 19-4-34E, DB 431 pg. 672); thence along said lands, N16°48'39"W, 362.43 feet to an iron pin, lying in an easterly line of said lands and being a southerly corner of lands owned now or formerly by Michael J. & Judith A. Hite (Tax Parcel 19-1B-90, RB 1074 pg. 945); thence along said lands and along lands owned now or formerly by Donald M. & Mary Ellen Fisher (Tax Parcel 19-1B-91 RB 938 pg. 58), N54°05'58"E, 457.11 feet to an iron pin being an easterly corner of said Fisher lands and a southerly corner of lands owned now or formerly by Steven D. & Penni D. Fishbaine (Tax Parcel 19-1B-92, RB 793 pg. 499); thence along said lands, N78°39'49"E, 253.30 feet to an iron pin, being an easterly corner of said lands and a westerly corner of Lot No. 220; thence along said lot the following bearings and distances: S41°50'24"E, 99.17 feet to an iron pin; thence N48°09'36"E, 11.96 feet to a point, lying in a southerly line of said lot and in a northerly line of Holly Ridge Drive (50' R/W); thence traversing through said R/W and along Lot No.'s 257 and 258, S41°50'24"E, 219.59 feet to an iron pin, being a southerly corner of Lot No. 257 and an easterly corner of Lot No. 258; thence along Lot No. 258 and along Lot No.'s 259, 260 and 261, S46°09'36"W, 443.28 feet to an iron pin, being a southerly corner of Lot No. 261 and an easterly corner of Lot No. 262; thence along said lot S43°31'22"W, 202.32 feet to an iron pin, being a southerly corner of said lot and lying in a westerly line of (Future Phase) lands; thence along said lands the following bearings and distances: S25°07'22"E, 73.96 feet to a point; thence along a curve to the left, having a chord bearing of



S26°50'58"E, a chord distance of 34.66 feet, a radius of 575.00 feet and an arc length of 34.66 feet to a point; thence S28°34'35"E, 5.86 feet to a point; thence along a curve to the left, having a chord bearing of S73°34'35"E, a chord distance of 14.14 feet, a radius of 10.00 feet and an arc length of 15.71 feet to a point; thence S28°34'35"E, 88.00 feet to a point lying in a southerly line of said (Phase) lands and in a northerly line of lands owned now or formerly by Antioch International Church, Inc. (Tax Parcel 19-4-36B, RB 1438 pg. 919); thence along said lands the following bearings and distances: S61°25'25"W, 221.95 feet to an iron pin; thence N60°43'13"W, 39.71 feet to a point; thence along a curve to the left, having a chord bearing of S38°20'00"W, a chord distance of 234.31 feet, a radius of 450.00 feet and an arc length of 237.04 feet to a point; thence S23°14'36"W, 51.85 feet to a point; thence S59°06'17"E, 27.18 feet to an iron pin, lying in a westerly line of said lands and being a northerly corner of lands owned now or formerly by David J. & John M. Hopkins-Trustee (Tax Parcel 19-4-36, RB 673 pg. 962); thence along said lands S26°04'28"W, 169.54 feet to an iron pin, being the place of beginning and containing 12.277 acres.

#### Phase II

All that certain tract of land situated in College Township, Centre County, PA, being Phase II, as shown on a Plan entitled, "Stearns Crossing, Single Family Residential Subdivision, Final Subdivision Plan, Phase I, II, & III Subdivision, Panel 1," dated November 4, 2003 by PennTerra Engineering, Inc., being bounded and described as follows:

Beginning at an iron pin, lying in an easterly line of Phase I and lying in a northerly R/W line of Holly Ridge Drive (50' R/W); thence traversing through said R/W N41°50'24"W, 50.00 feet to a point; thence along said R/W S48°09'36"W, 11.96 feet to an iron pin; thence continuing along the Phase I lands N41°50'24"W, 99.17 feet to an iron pin, being a northerly corner of said lands and an easterly corner of lands owned now or formerly by Steven D. and Penni D. Fishbaine (Tax Parcel 19-1B-92, R.B. 793, pg. 499); thence along the Fishbaine lands N18°30'38"W, 98.92 feet to an iron pin, lying in an easterly line of said lands and being a southerly corner of Phase III; thence along the Phase III lands N48°09'36"E, passing over iron pins at 106.53 feet and 226.53 feet, for a total distance of 297.64 feet to an iron pin; thence continuing along said lands N01°38'30"E, passing over an iron pin at 75.41 feet, for a total distance of 194.50 feet to an iron pin; thence continuing along said lands N51°32'56"E, 115.50 feet to an iron pin, lying along said lands and lying in a westerly line of Holly Ridge Drive (50' R/W); thence traversing through said R/W N51°32'56"E, 50.00 feet to a point; thence along said R/W along a curve to the right, having a chord bearing of S34°35'19"E, a chord distance of 43.79 feet, a radius of 325.00 feet and an arc length of 43.82 feet to an iron pin, lying in an easterly line of said R/W and being a southerly corner of Phase III; thence continuing along said lands N58°30'10"E, 191.38 feet to an iron pin, being an easterly corner of said lands and lying in a westerly line of lands owned now or formerly by Dr. Gerald F. and Susan W. Clair (Tax Parcel 19-4-12, R.B. 661, pg. 225); thence along the Clair lands S12°31'10"E, 740.06 feet to an iron pin, lying in a westerly line of said lands and being a northerly corner of lands

known as Future Phase; thence along the Future Phase lands S77°28'50"W, 371.89 feet to an iron pin; thence continuing along said lands S48°09'36"W, 120.00 feet to an iron pin, lying in a westerly line of said lands and being an easterly corner of Phase I; thence along the Phase I lands N41°50'24"W, 169.59 feet to an iron pin, being the place of beginning and containing 8.131 acres.

### Phase III

All that certain tract of land situated in College Township, Centre County, PA, being Phase III, as shown on a Plan entitled, "Stearns Crossing, Single Family Residential Subdivision, Final Subdivision Plan, Phase I, II, & III Subdivision, Panel 1," dated November 4, 2003 by PennTerra Engineering, Inc., being bounded and described as follows:

Beginning at an iron pin, lying in a westerly line of Holly Ridge Drive (50' R/W) and being a northerly corner of Phase II; thence along said lands S51°32'56"W, 115.50 feet to an iron pin; thence continuing along said lands S01°38'30"W, passing over an iron pin at 119.09 feet, for a total distance of 194.50 feet to an iron pin; thence continuing along said lands S48°09'36"W, passing over iron pins at 71.11 feet and 191.11 feet, for a total distance of 297.64 feet to an iron pin, being a westerly corner of said lands and lying in an easterly line of lands owned now or formerly by Steven D. and Penni D. Fishbaine (Tax Parcel 19-1B-92, R.B. 793, pg. 499); thence along the Fishbaine lands, along lands owned now or formerly by, Martin R. and Lee A. McGann (Tax Parcel 19-1B-93, R.B. 777, pg. 316), lands owned now or formerly by Judith A. and James M. Rayback (Tax Parcel 19-1B-94, R.B. 964, pg. 1020), and lands owned now or formerly by John S. & Deborah C. Campbell (Tax Parcel 19-1B-100, R.B. 933, pg. 570), N18°30'38"W, 799.97 feet to an iron pin, lying in an easterly line of said lands and being a southerly corner of lands known as Future Phase; thence along the Future Phase lands N58°11'16"E, 163.86 feet to an iron pin, lying in a southerly line of said lands and in a westerly line of the Holly Ridge Drive R/W; thence traversing through said R/W N55°24'07"E, 50.56 feet to an iron pin, lying in an easterly line of said R/W and in a southerly line of the Future Phase lands; thence continuing along the Future Phase lands the following four bearings and distances: N64°23'24"E, 157.87 feet to an iron pin; thence S46°38'23"E, passing over an iron pin at 95.65 feet, for a total distance of 183.35 feet to an iron pin; thence S58°36'01"E, passing over an iron pin at 125.31 feet, for a total distance of 144.06 feet to an iron pin; thence S59°30'26"E, 125.00 feet to an iron pin; thence N77°28'50"E, 83.56 feet to an iron pin, being an easterly corner of said lands and lying in a westerly line of lands owned now or formerly by Dr. Gerald F. and Susan W. Clair (Tax Parcel 19-4-12, R.B. 661, pg. 225); thence along the Clair lands S12°31'10"E, 139.15 feet to an iron pin, lying in a westerly line of said lands and being a northerly corner of Phase II; thence along the Phase II lands S58°30'10"W, 191.38 feet to an iron pin, being a westerly corner of said lands and lying in a northerly R/W line of Holly Ridge Drive (50' R/W); thence along said R/W along a curve to the left, having a chord bearing of N34°35'19"W, a chord distance of 43.79 feet, a radius of 325.00 feet and an arc length of 43.82 feet to a point; thence traversing through said R/W S51°32'56"W, 50.00 feet to an iron pin, being the place of beginning and containing 8.456 acres.

---

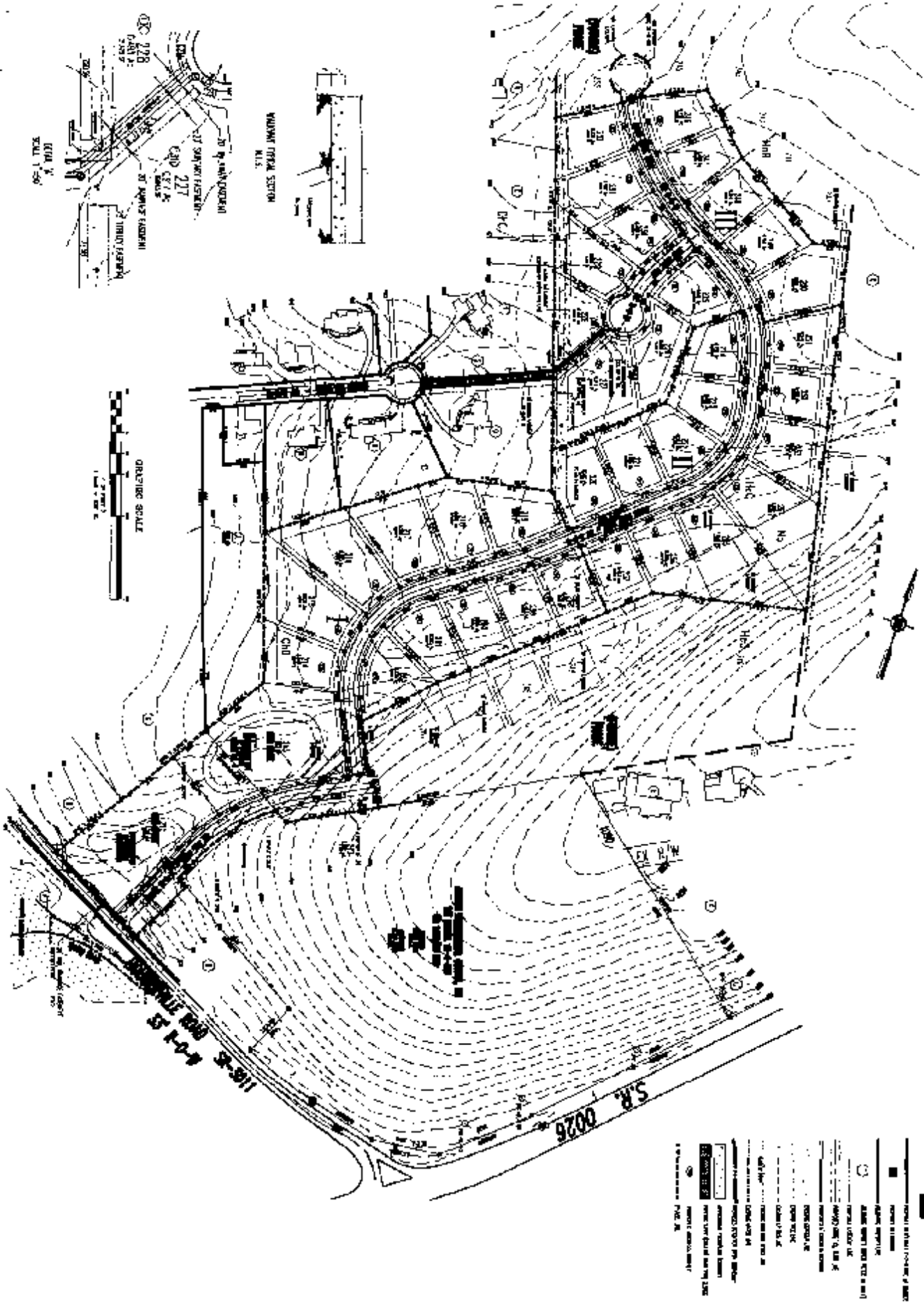
BK 1650 PG 0303

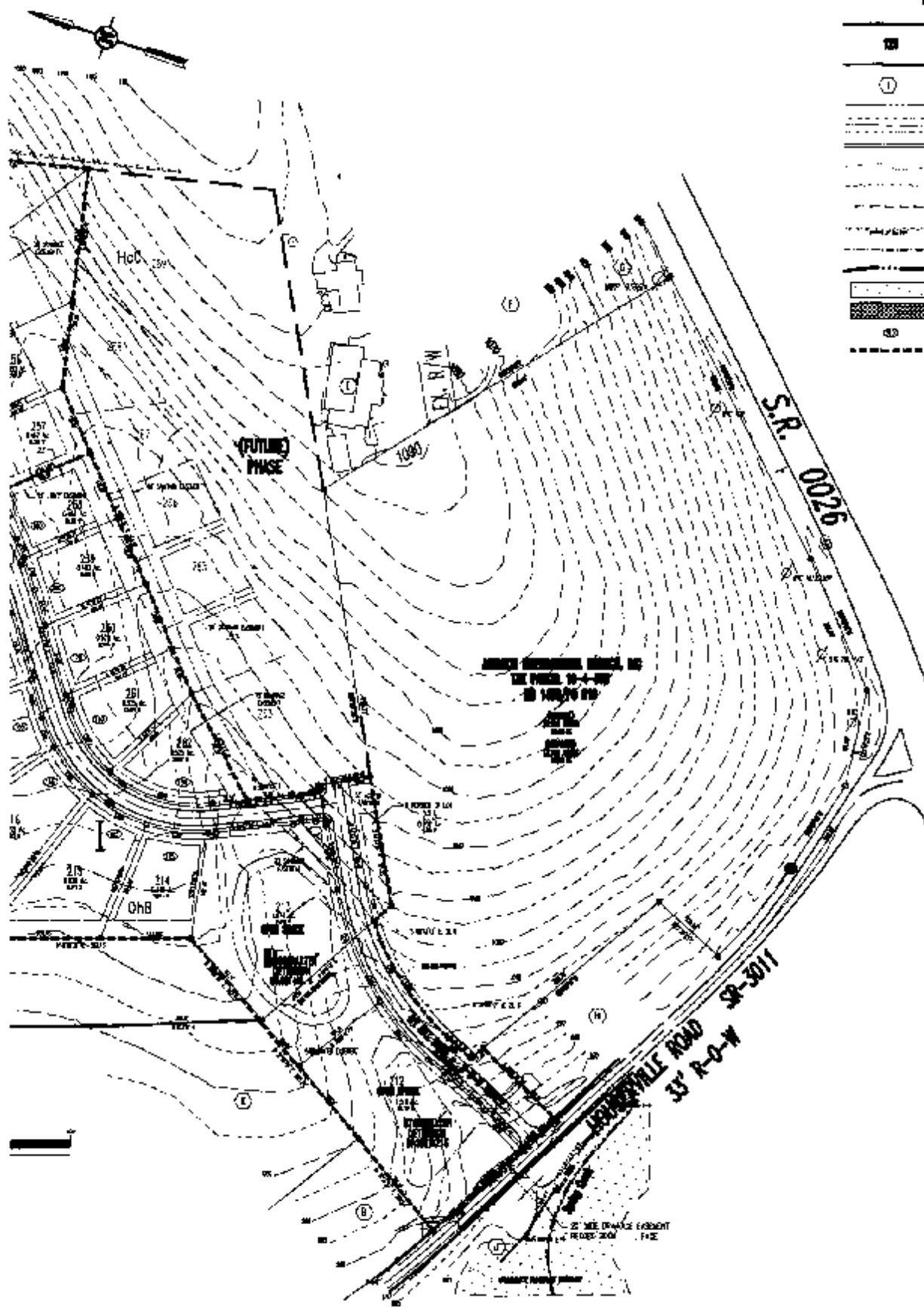
**EXHIBIT "B"**

**PLANS**

See attached 3 pages

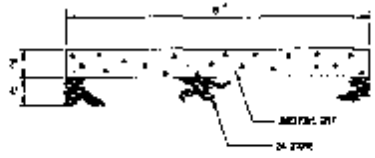
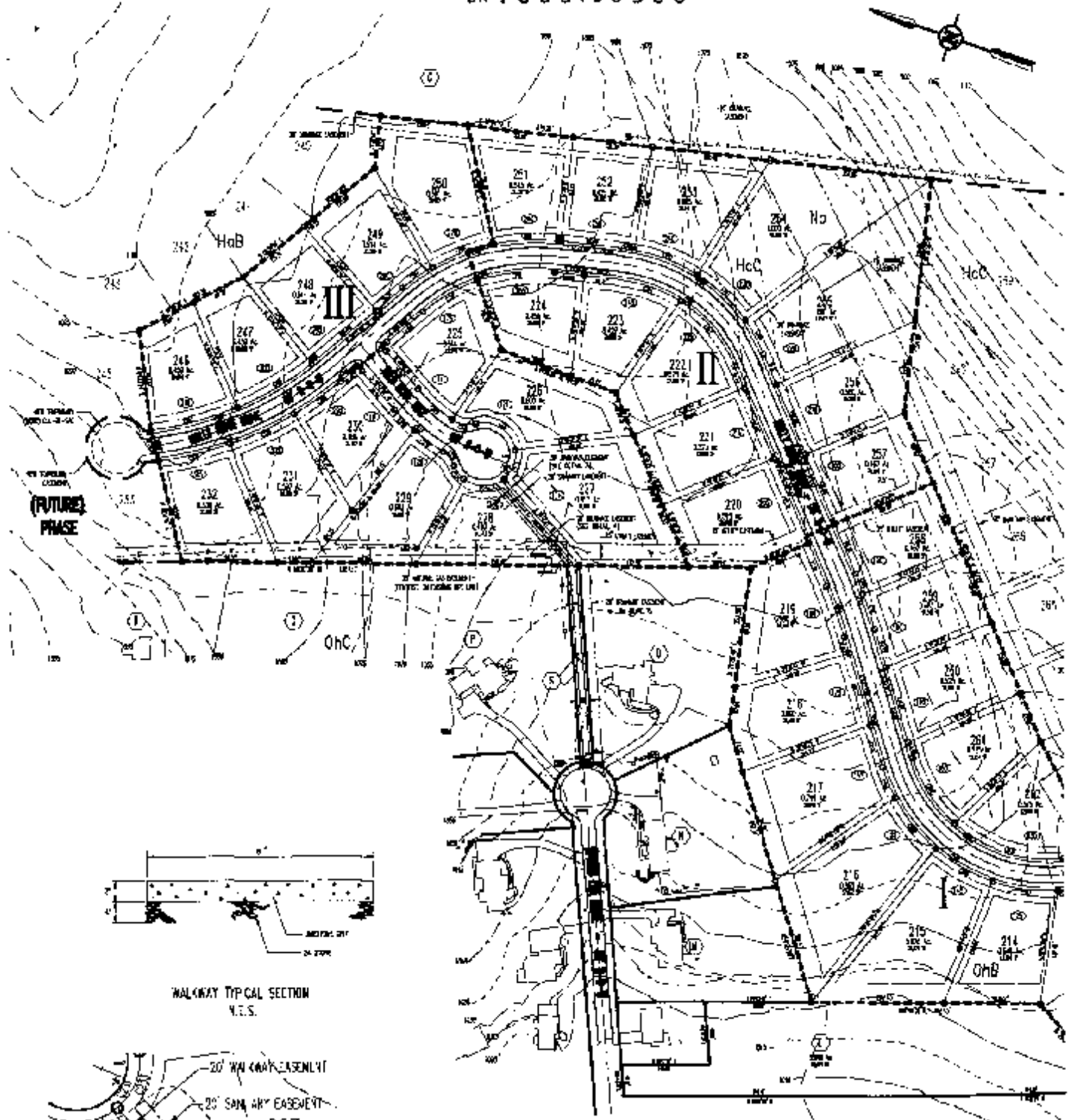
BK 1650PG0304



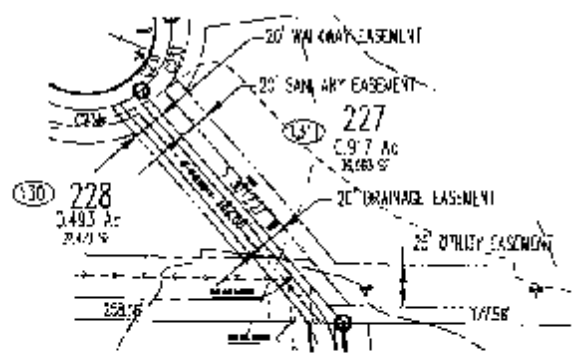


LEGEND

- PROPOSED LOT CENTER LINE TO 1/4 AC +/- BOUND
- PROPOSED LOT BOUND
- EXISTING PROPERTY BOUND
- ① EXISTING PROPERTY, OTHER THAN TO BOLD
- PROPOSED LOT BOUND LINE
- PROPOSED STREET CENTER LINE
- PROPERTY CENTER BOUNDARY
- EXISTING CENTER LINE
- EXISTING WEL. LN.
- EXISTING UP 225 LN.
- EXISTING PROPERTY BOUND LINE
- EXISTING WATER LINE
- PROPOSED SECTION BOUNDARY
- APPROXIMATE LOT CENTER BOUNDARY
- PROPERTY SIZE GREATER THAN ONE ACRE
- ② PROPOSED ADDRESS NUMBER
- PHASE LINE



WALKWAY TYPICAL SECTION  
N.E.S.



DETAIL 'A'  
SCALE: 1"=50'

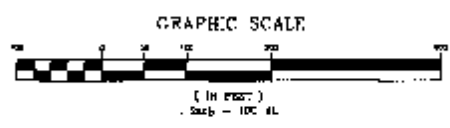
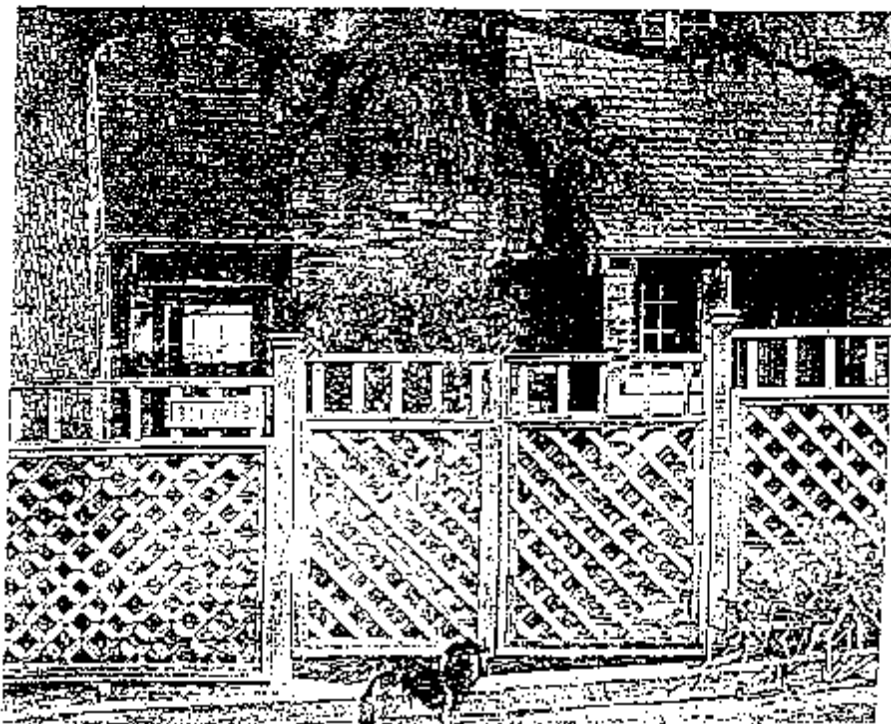
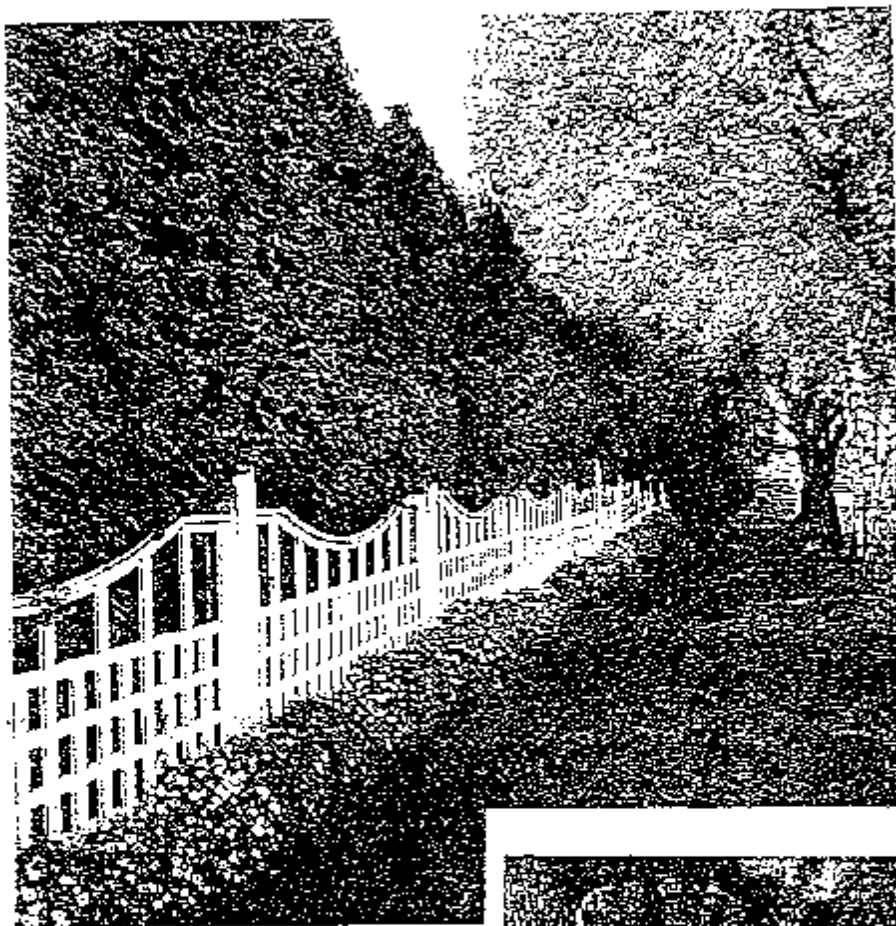


EXHIBIT "C"

FENCE POLICY

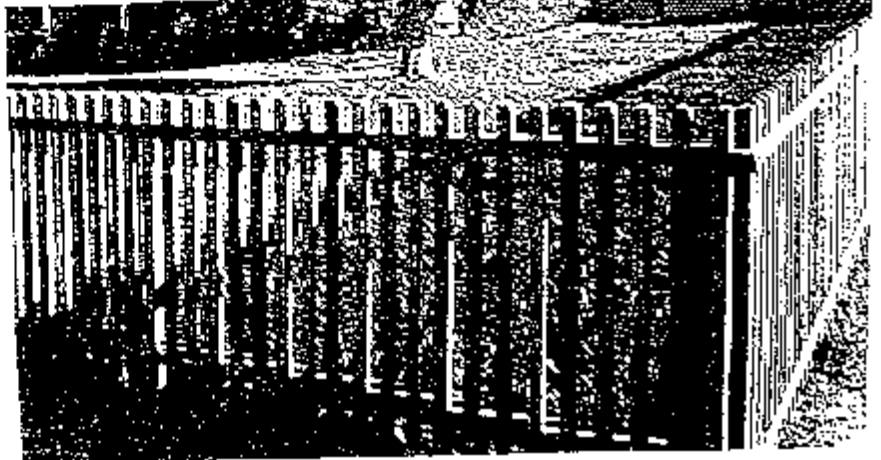
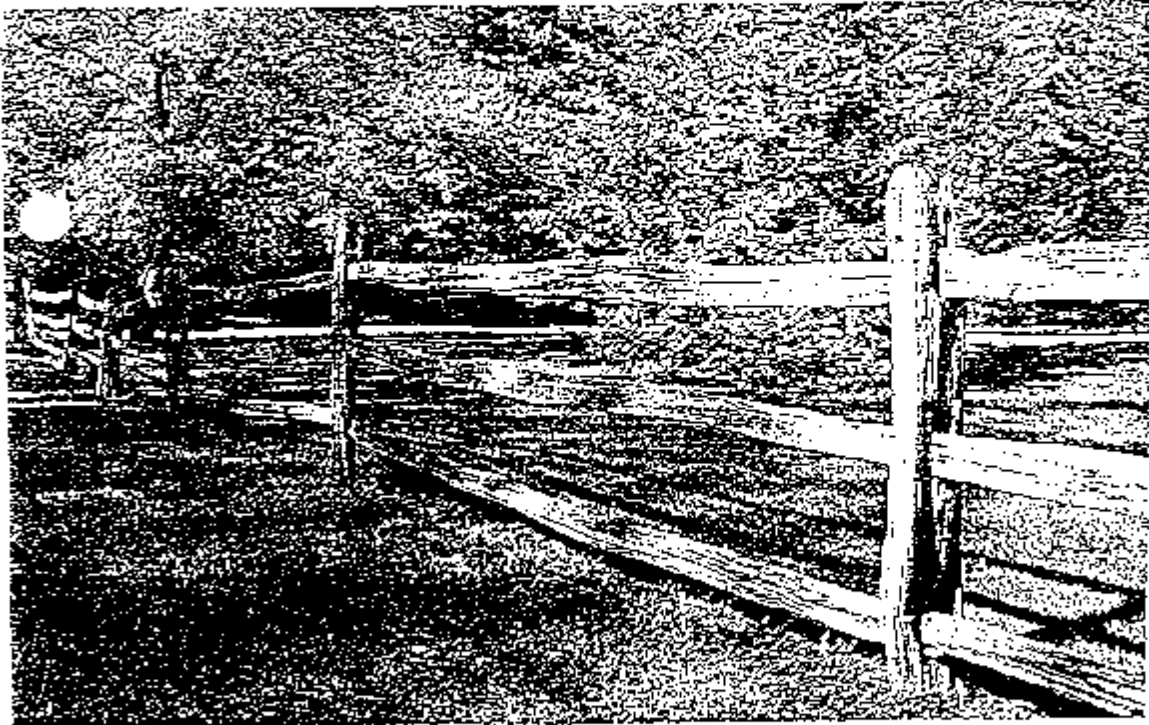
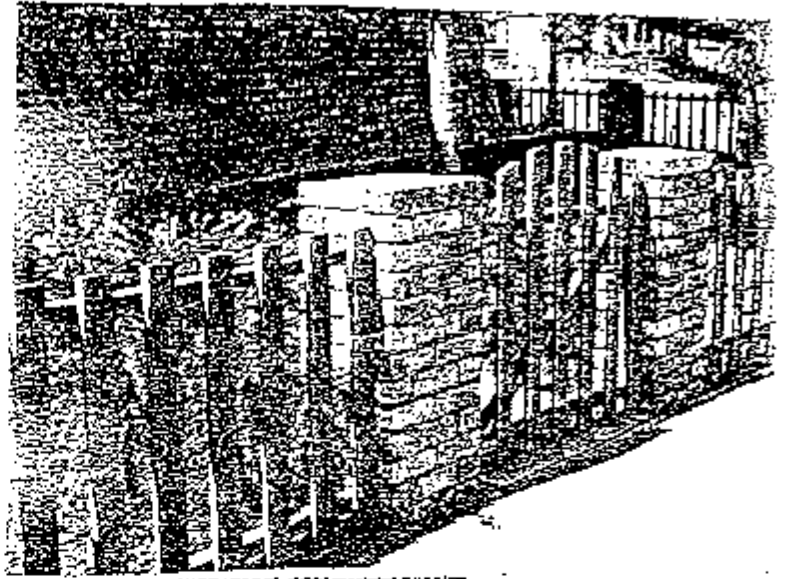
1. All fences must be located in the rear yard area of the home. No fences are permitted in the front or side yard unless they are a non-continuous decorative fence.
2. The fences must follow the side yard and rear yard setbacks specified on the attached diagram. Specifically, the minimum acceptable width between the side or rear property line and the fence must be a minimum distance of ten (10) feet.
3. Evergreen trees (i.e. Hemlock, Spruce or Pine) must be planted outside the fence at a maximum of ten (10) foot intervals. Trees are to be three (3) feet high at the time of planting.
4. Attached as Exhibits "C-1" and "C-2" are the types of fencing permitted and the general layout of the fence that will be permitted. All fences are to be wood or vinyl as approved by the Architectural Control Committee.
5. All fences are to be professionally installed and must be maintained and painted as necessary.
6. The maximum height for a fence is six feet (6'); provided that if government regulation require a higher fence for safety reasons, then the fence may be built to the required height, but no higher.
7. All fences need to be approved and reviewed by the Architectural Control Committee prior to installation.
8. No fence may be built forward of the rear wall line of the house.

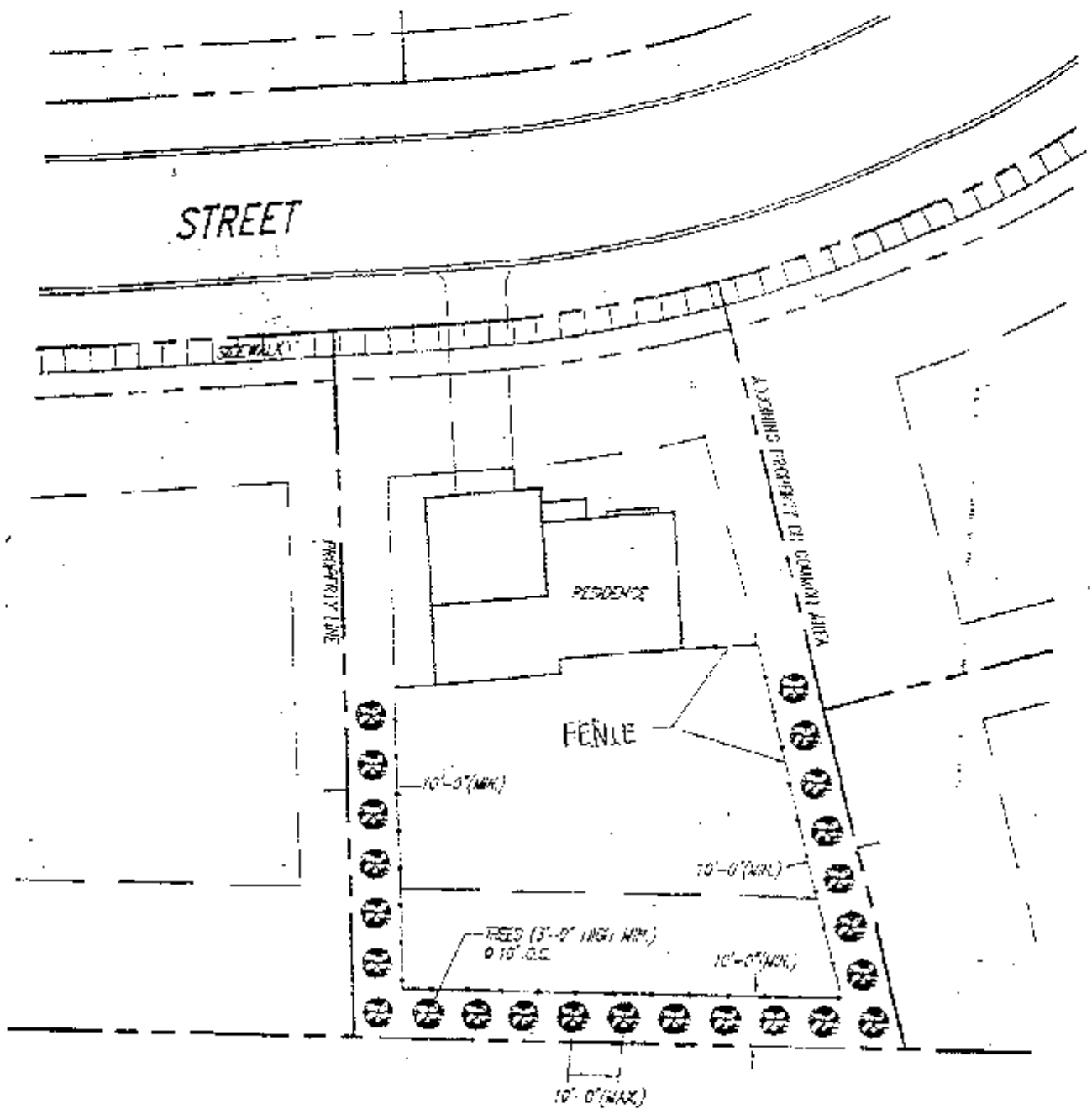
ACCEPTABLE FENCE STYLES.





ACCEPTABLE FENCE STYLES:





Typical Fence Layout for Stearns Crossing

**EXHIBIT "D"**  
**ADDITIONAL REAL ESTATE**

ALL that certain tract of land situated in College Township, Centre County, PA, being Tax Parcel 19-4-33R, as shown on a Plan entitled, "Preliminary/ Final Replot and Resubdivision Plan, Replot Plan of Tax Parcels 19-4-33 and 19-4-34E into 19-4-33ⓐ and 19-4-34Eⓑ), "dated July 21, 2003 by PennTerra Engineering, Inc., State College, PA, and recorded at Centre County Plat Book 69, Page 82, and being bounded and described as follows:

BEGINNING at an iron pin, being a northerly corner of lands owned now or formerly by Antioch International Church, Inc. (Tax Parcel 19-4-36B, R.B. 1438, pg. 919), being an easterly corner of lands owned now or formerly by Anna H. Stearns (Tax Parcel 19-4-34A, R.B. 1116, pg. 852) and being a southerly corner of lands owned now or formerly by Dan W. and Anna H. Stearns (Tax Parcel 19-4-34E, D.B. 431, pg. 672); thence along said lands N29° 52' 10"E, 182.57 feet to an iron pin; thence continuing along said lands N18° 48' 39"W, 362.43 feet to an iron pin, lying in an easterly line of said lands and being a southerly corner of lands owned now or formerly by Michael J. and Judith A. Hite (Tax Parcel 19-1B-90, R.B. 1074, pg. 945); thence along said lands and along lands owned now or formerly by Donald M. and Mary Ellen Fisher (Tax Parcel 19-1B-91, R.B. 938, pg. 56) N54° 05' 58"E, 457.11 feet to an iron pin, being an easterly corner of said lands and a southerly corner of lands owned now or formerly by Stephen D. and Penni D. Fishbaine (Tax Parcel 19-1B-92, R.B. 793, pg. 499); thence along the Fishbaine lands N78° 39' 49"E, 253.30 feet to an iron pin, being an easterly corner of said lands; thence continuing along said lands and along lands owned now or formerly by Martin R. and Lee A. McGann (Tax Parcel 19-1B-93, R.B. 777, pg. 316), lands owned now or formerly by Judith A. and James M. Rayback (Tax Parcel 19-1B-94, R.B. 964, pg. 1020), lands owned now or formerly by John S. and Deborah C. Campbell (Tax Parcel 19-1B-100, R.B. 933, pg. 570) and lands owned now or formerly by John S. and Deborah C. Campbell (Tax Parcel 19-1B-101, R.B. 1089, pg. 482) N18° 30' 38"W, 1,307.17 feet to an iron pin; thence continuing along the Campbell lands N21° 05' 43"W, 14.54 feet to an iron pin, being a northerly corner of the Campbell lands, an easterly corner of lands owned now or formerly by State College Area School District (Tax Parcel 19-4-34D, D.B. 103, pg. 808) and a southerly corner of lands owned now or formerly by Dan W. Stearns (Tax Parcel 19-4-11, R.B. 549, pg. 335); thence along the Stearns lands N66° 26' 37"E, 796.37 feet to an iron pin, being an easterly corner of said lands and lying in a westerly line of lands owned now or formerly by Dr. Gerald F. and Susan W. Clair (Tax Parcel 19-4-12, R.B. 661, pg. 225); thence along the Clair lands S12° 31' 10"E, 1,993.26 feet to an iron pin, being a southerly corner of said lands and lying in a northerly line of lands owned now or formerly by Robert T. and Elizabeth W. Gretzler (Tax Parcel 19-4A-5, R.B. 960, pg. 588); thence along the Gretzler lands and along lands owned now or formerly by Stewart J. and Rebecca M. Smith (Tax Parcel 19-4A-13, R.B. 1139, pg. 275), lands owned now or formerly by Dorsey I. Houtz (Tax Parcel 19-4A-14, R.B. 1119, pg. 322) and lands owned now or formerly by Antioch International Church, Inc. (Tax Parcel 19-4-36B, R.B. 1438, pg. 919) S61°25'

25"W, 1,229.00 feet to an iron pin; thence continuing along the church lands N60° 43' 13"W, 292.66 feet to an iron pin, being the place of beginning, containing 43.395 acres.

EXCEPTING AND RESERVING PHASES I, II, and III as follows:

Phase I

All that certain tract of land situated in College Township, Centre County, PA, being Phase I, as shown on a Plan entitled, "Stearns Crossing, Single Family Residential Subdivision, Final Subdivision Plan, Phase I, II and III Subdivision Panel 1", dated November 4, 2003 by PennTerra Engineering, Inc., being bounded and described as follows:

Beginning at an iron pin, being a westerly corner of lands owned now or formerly by David J. & John M. Hopkins-Trustee (Tax Parcel 19-4-36, RB 673 pg. 962), and lying in a northerly R/W line of Houseville Road (S.R-3011, 33' R/W); thence along said R/W, along a curve to the left, having a chord bearing of N62°42'22"E, a chord distance of 9.58 feet, a radius of 14012.52 feet and an arc length of 9.58 feet to a point; thence continuing along said R/W, N62°43'33"W, 172.42 feet to a point; thence continuing along said R/W along a curve to the left, having a chord bearing of N61°35'20"W, a chord distance of 97.89 feet, a radius of 2466.70 feet and an arc length of 97.90 feet to an iron pin, lying in a northerly line of said R/W and being a southerly corner of lands owned now or formerly by Dan T. Stearns & Diane S. Karfakis (Tax Parcel 19-4-34, RB 819 pg. 439); thence along said lands N31°55'31"E, 201.14 feet to an iron pin, being an easterly corner of said lands and a southerly corner of Lands owned now or formerly by Anna H. Stearns (Tax Parcel 19-4-34A, RB 1116 pg. 852); thence along said lands, N31°59'19"E, 260.21 feet to an iron pin, being an easterly corner of said lands and a southerly corner of lands owned now or formerly by Dan W. & Anna H. Stearns (Tax Parcel 19-4-34E, DB 431 pg. 672); thence along said lands, N18°48'39"W, 362.43 feet to an iron pin, lying in an easterly line of said lands and being a southerly corner of lands owned now or formerly by Michael J. & Judith A. Ilite (Tax Parcel 19-1B-90, RB 1074 pg. 945); thence along said lands and along lands owned now or formerly by Donald M. & Mary Ellen Fisher (Tax Parcel 19-1B-91 RB 938 pg. 56), N54°05'58"E, 457.11 feet to an iron pin, being an easterly corner of said Fisher lands and a southerly corner of lands owned now or formerly by Steven D. & Penni D. Fishbaine (Tax Parcel 19-1B-92, RB 793 pg. 499); thence along said lands, N78°39'49"E, 253.30 feet to an iron pin, being an easterly corner of said lands and a westerly corner of Lot No. 220; thence along said lot the following bearings and distances: S41°50'24"E, 99.17 feet to an iron pin; thence N48°09'36"E, 11.96 feet to a point, lying in a southerly line of said lot and in a northerly line of Holly Ridge Drive (50' R/W); thence traversing through said R/W and along Lot No.'s 257 and 258, S41°50'24"E, 219.59 feet to an iron pin, being a southerly corner of Lot No. 257 and an easterly corner of Lot No. 258; thence along Lot No. 258 and along Lot No.'s 259, 260 and 261, S48°09'36"W, 443.28 feet to an iron pin, being a southerly corner of Lot No. 261 and an easterly corner of Lot No. 262; thence along said lot S43°31'22"W, 202.32 feet to an iron pin, being a southerly corner of said lot and lying in a westerly line of (Future Phase) lands; thence along said lands the following bearings and distances: S25°07'22"E, 73.96 feet to

a point; thence along a curve to the left, having a chord bearing of S26°50'58"E, a chord distance of 34.66 feet, a radius of 575.00 feet and an arc length of 34.66 feet to a point; thence S28°34'35"E, 5.86 feet to a point; thence along a curve to the left, having a chord bearing of S73°34'35"E, a chord distance of 14.14 feet, a radius of 10.00 feet and an arc length of 15.71 feet to a point; thence S28°34'35"E, 88.00 feet to a point lying in a southerly line of said (Phase) lands and in a northerly line of lands owned now or formerly by Antioch International Church, Inc. (Tax Parcel 19-4-36B, RB 1438 pg. 919); thence along said lands the following bearings and distances: S61°25'25"W, 221.95 feet to an iron pin; thence N60°43'13"W, 39.71 feet to a point; thence along a curve to the left, having a chord bearing of S38°20'00"W, a chord distance of 234.31 feet, a radius of 450.00 feet and an arc length of 237.04 feet to a point; thence S23°14'36"W, 51.85 feet to a point; thence S59°06'17"E, 27.18 feet to an iron pin, lying in a westerly line of said lands and being a northerly corner of lands owned now or formerly by David J. & John M. Hopkins-Trustee (Tax Parcel 19-4-36, RB 673 pg. 962); thence along said lands S26°04'28"W, 169.54 feet to an iron pin, being the place of beginning and containing 12.277 acres.

#### Phase II

All that certain tract of land situated in College Township, Centre County, PA, being Phase II, as shown on a Plan entitled, "Stearns Crossing, Single Family Residential Subdivision, Final Subdivision Plan, Phase I, II, & III Subdivision, Panel 1," dated November 4, 2003 by PennTerra Engineering, Inc., being bounded and described as follows:

Beginning at an iron pin, lying in an easterly line of Phase I and lying in a northerly R/W line of Holly Ridge Drive (50' R/W); thence traversing through said R/W N41°50'24"W, 50.00 feet to a point; thence along said R/W S48°09'36"W, 11.96 feet to an iron pin; thence continuing along the Phase I lands N41°50'24"W, 99.17 feet to an iron pin, being a northerly corner of said lands and an easterly corner of lands owned now or formerly by Steven D. and Penni D. Fishbaine (Tax Parcel 19-1B-92, R.B. 793, pg. 499); thence along the Fishbaine lands N18°30'38"W, 98.92 feet to an iron pin, lying in an easterly line of said lands and being a southerly corner of Phase III; thence along the Phase III lands N48°09'36"E, passing over iron pins at 106.53 feet and 226.53 feet, for a total distance of 297.64 feet to an iron pin; thence continuing along said lands N01°38'30"E, passing over an iron pin at 75.41 feet, for a total distance of 194.50 feet to an iron pin; thence continuing along said lands N51°32'56"E, 115.50 feet to an iron pin, lying along said lands and lying in a westerly line of Holly Ridge Drive (50' R/W); thence traversing through said R/W N51°32'56"E, 50.00 feet to a point; thence along said R/W along a curve to the right, having a chord bearing of S34°35'19"E, a chord distance of 43.79 feet, a radius of 325.00 feet and an arc length of 43.82 feet to an iron pin, lying in an easterly line of said R/W and being a southerly corner of Phase III; thence continuing along said lands N58°30'10"E, 191.38 feet to an iron pin, being an easterly corner of said lands and lying in a westerly line of lands owned now or formerly by Dr. Gerald F. and Susan W. Clair (Tax Parcel 19-4-12, R.B. 661, pg. 225); thence along the Clair lands S12°31'10"E, 740.06 feet to an iron pin, lying in a westerly line of said lands and being a northerly corner of lands known as Future Phase; thence along the Future Phase lands S77°28'50"W, 371.89 feet to an iron pin; thence

continuing along said lands S48°09'36"W, 120.00 feet to an iron pin, lying in a westerly line of said lands and being an easterly corner of Phase I; thence along the Phase I lands N41°50'24"W, 169.59 feet to an iron pin, being the place of beginning and containing 8.131 acres.

### Phase III

All that certain tract of land situated in College Township, Centre County, PA, being Phase III, as shown on a Plan entitled, "Stearns Crossing, Single Family Residential Subdivision, Final Subdivision Plan, Phase I, II, & III Subdivision, Panel 1," dated November 4, 2003 by PennTerra Engineering, Inc., being bounded and described as follows:

Beginning at an iron pin, lying in a westerly line of Holly Ridge Drive (50' R/W) and being a northerly corner of Phase II; thence along said lands S51°32'56"W, 115.50 feet to an iron pin; thence continuing along said lands S01°38'30"W, passing over an iron pin at 119.09 feet, for a total distance of 194.50 feet to an iron pin; thence continuing along said lands S48°09'36"W, passing over iron pins at 71.11 feet and 191.11 feet for a total distance of 297.64 feet to an iron pin, being a westerly corner of said lands and lying in an easterly line of lands owned now or formerly by Steven D. and Penni D. Fishbaine (Tax Parcel 19-1B-92, R.B. 793, pg. 499); thence along the Fishbaine lands, along lands owned now or formerly by, Marlin R. and Lee A. McGann (Tax Parcel 19-1B-93, R.B. 777, pg. 316), lands owned now or formerly by Judith A. and James M. Rayback (Tax Parcel 19-1B-94, R.B. 964, pg. 1020), and lands owned now or formerly by John S. & Deborah C. Campbell (Tax Parcel 19-1B-100, R.B. 933, pg. 570), N18°30'38"W, 799.97 feet to an iron pin, lying in an easterly line of said lands and being a southerly corner of lands known as Future Phase; thence along the Future Phase lands N58°11'16"E, 163.86 feet to an iron pin, lying in a southerly line of said lands and in a westerly line of the Holly Ridge Drive R/W; thence traversing through said R/W N55°24'07"E, 50.56 feet to an iron pin, lying in an easterly line of said R/W and in a southerly line of the Future Phase lands; thence continuing along the Future Phase lands the following four bearings and distances: N64°23'24"E, 157.87 feet to an iron pin; thence S46°38'23"E, passing over an iron pin at 95.65 feet, for a total distance of 183.35 feet to an iron pin; thence S58°36'01"E, passing over an iron pin at 125.31 feet, for a total distance of 144.06 feet to an iron pin; thence S59°30'26"E, 125.00 feet to an iron pin; thence N77°28'50"E, 83.56 feet to an iron pin, being an easterly corner of said lands and lying in a westerly line of lands owned now or formerly by Dr. Gerald F. and Susan W. Clair (Tax Parcel 19-4-12, R.B. 661, pg. 225); thence along the Clair lands S12°31'10"E, 139.15 feet to an iron pin, lying in a westerly line of said lands and being a northerly corner of Phase II; thence along the Phase II lands S58°30'10"W, 191.38 feet to an iron pin, being a westerly corner of said lands and lying in a northerly R/W line of Holly Ridge Drive (50' R/W); thence along said R/W along a curve to the left, having a chord bearing of N34°35'19"W, a chord distance of 43.79 feet, a radius of 325.00 feet and an arc length of 43.82 feet to a point; thence traversing through said R/W S51°32'56"W, 50.00 feet to an iron pin, being the place of beginning and containing 8.456 acres.

N:\DL\SB\SBDecl 8 wpd 1/27/04