

**MASTER DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF
CLEARVIEW GARDENS**

THIS MASTER DECLARATION, made this _____ day of _____, 200__, by J. GLENN WISSLER and MILDRED G. WISSLER, of 355 Clearview Road, Ephrata, Pennsylvania, 17522 hereinafter collectively referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property located in Clay Township, Lancaster County, Pennsylvania, which property is more particularly described in Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, Declarant will convey the said property subject to certain protective covenants, conditions, restrictions, reservations and charges as hereinafter set forth; and

WHEREAS, Declarant desires to create thereon a master residential planned community known as "Clearview Gardens"; and

WHEREAS, although Declarant contemplates that separate easements, covenants, conditions, and restrictions will be imposed with regard to a section or portion of Clearview Gardens (identified on the Plats and Plans as Lot Nos. 4 through 31, 63 through 75, and 87 through 96) designated as a 55 and Older Community (the "55 and Older Community") and that a separate owners' association will be established in connection therewith, Declarant desires to impose pursuant hereto easements, covenants, conditions, and restrictions upon all of the residential portions of Clearview Gardens as set forth in Exhibit "A", with the understanding that certain additional and/or supplementary easements, covenants, conditions, and restrictions will be imposed with regard to the 55 and Older Community as herein above stated; and

WHEREAS, Declarant desires to provide for the preservation and enhancement of the property values, amenities, and opportunities in Clearview Gardens and for the maintenance of the properties and the improvements thereon, and to that end desires to subject the real property as described in Exhibit "A", to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Declarant has deemed it desirable for the efficient preservation of the values and amenities in Clearview Gardens to create an agency to which should be delegated and

assigned the powers of owning, maintaining and administering certain Planned Community properties and facilities, administering and enforcing the master covenants, conditions, restrictions, collecting and disbursing the Master Association assessments and charges hereinafter created, and promoting the recreation, health, safety, and welfare of the owners, residents, and tenants of Clearview Gardens; and

WHEREAS, Declarant has incorporated or will incorporate under the laws of the Commonwealth of Pennsylvania the Clearview Gardens Master Unit Owners' Association, Inc., as a non-profit corporation for the purpose of exercising the functions aforesaid, among others; and

WHEREAS, the foregoing notwithstanding, it is understood that the real property described in Exhibit "B" attached hereto and made a part hereof, including all easements, rights and appurtenances belonging thereto, and the improvements erected or to be erected thereon, shall not be subject to this Master Declaration and shall not be deemed part of Clearview Gardens.

NOW, THEREFORE, Declarant hereby declares all of the property as herein above described in Exhibit "A" to be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, all of which shall run with the real property, shall be binding on all parties having or acquiring any right, title or interest in the described properties or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I **DEFINITIONS**

Section 1.1. **Defined Terms.** Capitalized terms not otherwise defined herein or in the Plats and Plans shall have the meanings specified or used in the Act.

1.2.1. "Act" shall mean the Pennsylvania Uniform Planned Community Act, 68 Pa.C.S. §5101 et seq.

1.2.2. "Bylaws" shall mean the bylaws of the Master Association.

1.2.3. "Clearview Gardens" shall mean and refer to that certain real property which is subject to this Master Declaration.

1.2.4. "Declarant" shall mean and refer to J. Glenn Wissler and Mildred G. Wissler, as well as their heirs, personal representatives and assigns, if such heirs, personal representatives and assigns should acquire more than one undeveloped lot from the Declarant for the purposes of development, and all successors to any Special Declarant Rights.

1.2.5. "Declarant Control Period" means the time period commencing on the date of recordation of this Master Declaration and ending on the earlier of:

(i) Five (5) years after the date of the first conveyance of a Unit to a person other than the Declarant; or

(ii) Sixty (60) days after the conveyance of seventy-five percent (75%) of the Units to Unit Owners other than the Declarant; or

(iii) Two years after the Declarant has ceased to offer Units for sale in the ordinary course of business.

1.2.6. "Master Association" shall mean and refer to Clearview Gardens Master Unit Owners' Association, Inc., a Pennsylvania nonprofit corporation, its successors and assigns.

1.2.7. "Master Declaration" shall mean and refer to this Master Declaration of Covenants, Conditions and Restrictions of Clearview Gardens, as the same may be amended from time to time as herein provided.

1.2.8. "Percentage Interest" means the percentage of Common Expenses assessed against each Unit and the voting percentage allocated to each Unit, as set forth in Exhibit "C" attached hereto.

1.2.9. "Permitted Mortgage" means a first mortgage to (i) the Declarant; (ii) the seller of a Unit; (iii) a Bank, Trust Company, Savings Bank, Savings and Loan Association, Mortgage Service Company, Insurance Company, Credit Union, Pension Fund, Real Estate Investment Trust, or like institutional investor or lender; and (iv) any other mortgagee approved by the Executive Board. A holder of a Permitted Mortgage is referred to herein as a "Permitted Mortgagee."

1.2.10. "Planned Community" means the Clearview Gardens planned community.

1.2.11. "Planned Unit Documents" consist of this Master Declaration including the Plats and Plans, the Bylaws, and the Rules and Regulations, if any.

1.2.12. "Plats and Plans" means the Plats and Plans of the Planned Community, attached hereto as Exhibit "D", as the same may be amended from time to time.

1.2.13. "Property" means the Property described in Exhibit "A".

1.2.14. "Rules and Regulations" means such rules and regulations as are promulgated by the Executive Board from time to time with respect to various details of the use of the Residential Units which either supplement or elaborate upon the provisions in the Master Declaration or the Bylaws.

1.2.15. "Special Declarant Rights" means Special Declarant Rights as defined in Section 5103 of the Act and such additional rights reserved for the benefit of the Declarant as set forth in the "Planned Unit Documents."

1.2.16. "Sub-Association" shall mean and refer to the property owners' association formed or to be formed to oversee the development and maintenance of portions of Clearview Gardens designated as the 55 and Older Community in accordance with the appropriate Supplementary Declaration.

1.2.17. "Supplementary Declaration" shall mean and refer to the Supplementary Declaration of Covenants, Conditions, and Restrictions which are specific to that certain section of Clearview Gardens designated as the 55 and Older Community.

1.2.18. "Transition Elections" means the elections at which additional members shall be elected to the Executive Board. The first such election shall take place within sixty (60) days after conveyance of twenty-five percent (25%) of the Units to Unit Owners other than the Declarant. A second such election shall take place within sixty (60) days after 50% of the Units have been conveyed to persons other than the Declarant.

1.2.19. "Unit" means a Unit as described in this document and in the Plats and Plans.

Section. 1.2. **Provisions of the Act.** The provisions of the Act and those amendments thereto which by their terms would be applicable to this Planned Community shall apply to and govern the operation of the Planned Community, except to the extent that contrary provisions, not prohibited by the Act as so amended, are contained in this Master Declaration (including Plats and Plans) or the Bylaws.

ARTICLE II
ALLOCATION OF PERCENTAGE INTEREST
(COMMON EXPENSE LIABILITIES AND VOTES):
UNIT IDENTIFICATION AND
BOUNDARIES; MAINTENANCE RESPONSIBILITIES

Section 2.1. **Percentage Interests.** Attached to this document as Exhibit "C" is an allocation to each Unit of a portion of the votes in the Master Association and a Percentage Interest of the Common Expenses of the Master Association. Percentage Interests are allocated equally among all Units, with each Unit having a Percentage Interest equal to one hundred percent (100%) divided by the number of Units in the Planned Community. The Common Expense Liability and the voting percentage of each Unit shall be assessed and allocated in accordance with each Unit's Percentage Interest, and the Common Expense Liability and voting

percentage of each Unit shall be equal and shall not subject to amendment or change by any subsequent action or actions of the Association or Unit owners.

Section 2.2. Unit Identification and Boundaries.

Each Unit consists of the space, fixtures and improvements located within its boundaries as shown on the Plats and Plans. Declarant reserves the right to relocate the boundaries between adjoining Units owned by Declarant. No Unit owner, other than Declarant, may subdivide or convert his or her Unit into a smaller Unit, nor may any portion thereof less than the entire Unit be sold or otherwise transferred.

Section 2.3. Maintenance Responsibilities.

Notwithstanding the ownership of the various portions of the Common Elements and the Units by virtue of the provisions of Section 2.2. above, the Units and Common Elements shall be maintained and repaired by each Unit Owner and by the Association in accordance with the provisions of Section 5307 of the Act, except as expressly set forth to the contrary in this Section 2.3.

ARTICLE III
DESCRIPTION, ALLOCATION AND RESTRICTION OF
COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

Section 3.1. Common Elements.

3.1.1 The following, as more fully depicted on the Plats and Plans, shall be Common Elements and shall be owned and maintained by the Master Association, unless otherwise set forth herein:

a. Open Space (Lot No. 118), as shown on the Plats and Plans, and including the walking trail, gazebo, lawn, landscaping and all other improvements located within the Open Space.

b. Permanent storm water management facilities located within the Planned Community (but specifically excluding permanent storm water management facilities located upon lot/Unit Nos. 119, 120, 121, 122 and 123, as such lots/Units are not a part of the Planned Community, and specifically excluding permanent storm water management facilities located or to be located upon property owned by Kerry E. Boyd and Deborah A. Boyd, which shall be maintained by the Clearview Plaza Unit Owners' Association). The foregoing notwithstanding, it shall be the obligation of the owner of any lot/Unit within the Planned Community to perform "Customary Maintenance" with regard to the permanent storm water management facilities located upon such owner's lot/Unit. "Customary Maintenance" shall include the removal of trash, mowing, proper planting of grass, trimming of trees and bushes,

and related and similar activities. Repair and maintenance of permanent storm water management facilities, other than Customary Maintenance, shall be the obligation of the Master Association and shall include, but not be limited to, the following:

(i) All pipes, swales and detention facilities shall be kept free of any debris or other obstructions. The integrity of the storm water drainage structure shall be maintained, including repairs to damage created by erosion, sink holes, and earth subsidence, by using acceptable sound engineering and building practices reviewed by the Township of Clay.

(ii) Silt and sediment shall be removed from all permanent structures which trap silt or sediment in order to keep the material from building up in grass waterways and thus reducing their capacity.

(iii) General maintenance shall be performed at least once each year. In addition, storm water facilities shall be inspected, maintained and repaired as necessary following any two (2) year storm event.

c. Traffic signal markings/roadway markings and related signage associated with intersection improvements to the Route 322 /Clay School Road intersection and any other traffic signal markings/roadway markings and related signage installed for the benefit of Clearview Gardens.

d. Sidewalks located adjacent to and within Open Space Lot No. 118.

e. Entrance signage, if any (exclusive of entry signage designated as and for the 55 and Older Community), and associated landscaping.

Section 3.2. Limited Common Elements (Limited Common Facilities and Limited Controlled Facilities).

3.2.1. Common Elements which may be assigned as Limited Common Elements, if any, are marked on the Plats and Plans.

ARTICLE IV
EASEMENTS

Section 4.1. **Additional Easements.** In addition to and in supplementation of the easements provided for by Sections 5216, 5217 and 5218 and other provisions of the Act, and in addition to the easements, rights and appurtenances set forth in Exhibit "E", the Planned Community shall be subject to the following easements and restrictions:

4.1.1. Declarant's Use for Sales Purposes.

a. Declarant shall have the right to maintain sales offices, management offices, models, and advertising signs throughout the Property. Declarant reserves the right to place models, management offices, sales offices, and advertising signs on any portion of the Common Elements in such manner, of such size and in such locations as Declarant deems appropriate. Declarant may from time to time relocate models, management offices, sales offices and signs to different locations within the Common Elements. Upon relocation of a model, management office or sales office constituting a Common Element, Declarant may remove all personal property and fixtures therefrom. Any fixtures not removed shall be deemed Common Elements, and any personal property not removed shall be deemed the property of the Master Association.

b. So long as Declarant shall be selling Units in the Planned Community, Declarant shall have the right to restrict the use of the Common Element parking spaces. Such use shall include reserving such spaces for use by prospective Unit purchasers, Declarant's employees and others engaged in sales, maintenance, construction, or management activities.

4.1.2. Utility and Other Easements. The Units and Common Elements shall be, and are hereby, made subject to easements in favor of the Declarant (until Declarant shall have satisfied all of its obligations under any Planned Community Document and all commitments in favor of any Unit Owner and the Master Association), the Master Association, appropriate utility and service companies and governmental agencies or authorities for such utility and service lines and equipment, including security systems, as may be necessary or desirable to serve any portion of the Property. The easements provided for by this Section 4.1.2. shall include, without limitation, rights of Declarant, the Master Association, any utility or service company, and any governmental agency or authority, and any of them, 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 and facilities (cable or otherwise), security systems, electrical wires, conduits and equipment and ducts and vents and any other appropriate equipment and facilities over, under, through, along and on the other Units and Common Elements. Notwithstanding the foregoing provisions of this Section 4.1.2., unless approved in writing by the Unit Owner or Unit Owners affected thereby, any such easement through a Unit shall be located either in substantially the same location as such facilities or similar facilities existed at the time of first conveyance of the Unit by the Declarant to a grantee other than the Declarant, or so as not to materially interfere with the use of occupancy of the Unit by its occupants.

4.1.3. Declarant's Easements.

a. Declarant reserves an easement (until Declarant shall have satisfied all of its obligations under any Planned Community Document and all commitments in favor of any Unit Owner and the Master Association) to use portions of the Common Elements and any Units owned by Declarant for construction or renovation related purposes including the storage

of tools, machinery, equipment, building materials, appliances, supplies and fixtures, and the performance of work respecting the Property.

b. Declarant reserves an easement (until Declarant shall have satisfied all of its obligations under any Planned Community Document and all commitments in favor of any Unit Owner and the Master Association) on, over and under those portions of the Common Elements for the purpose of maintaining and correcting drainage of surface, roof or storm water. The easement created by this Section 4.1.3.b. expressly includes the right to cut any trees, bushes, or shrubbery, to grade the soil or take any other action reasonably necessary, following which the Declarant shall restore the affected property as closely to its original condition as practicable.

c. During the Declarant Control Period and for a period of two (2) years thereafter the Declarant shall have an easement through the Units for any access necessary to complete any renovations or modifications to be performed by Declarant.

d. Declarant reserves an easement on, over, and under those portions of the Common Elements for all purposes relating to the construction, development, leasing, and sale of improvements on the Property. This easement shall include without limitation, the right of vehicular and pedestrian ingress and egress, the right to park motor vehicles and to engage in construction and marketing activities of any nature whatsoever, including the movement and storage of building materials and equipment, the conduct of sales, leasing and management activities, the maintenance of models and offices, and the erection and maintenance of directional and promotional signs.

4.1.4. Easement for Ingress and Egress Through Common Elements, Access to Units and Support.

a. Each Unit Owner is hereby granted an easement in common with each other Unit Owner for ingress and egress through all Common Elements, subject to such reasonable rules, regulations and restrictions as may be imposed by the Master Association.

b. To the extent necessary, each Unit shall have an easement for structural support over every other Unit in the Buildings, the Common Element and the Limited Common Elements, and each Unit and the Common Elements shall be subjected to an easement for structural support in favor of every other Unit in the Buildings, the Common Elements and the Limited Common Elements.

4.1.5. Common Elements Easement in Favor of the Master Association. The Common Elements (including, but not limited to, the Limited Common Elements) shall be and are hereby made subject to an easement in favor of the Master Association and the agents, employees, and independent contractors thereof for the purpose of the inspection, upkeep, maintenance, repair and replacement of the Common Elements (including, but not limited to, the Limited Common Elements).

4.1.6. **Title Exceptions.** The Planned Community is subject to those additional title exceptions as listed on Exhibit "E" attached hereto.

4.1.7. **Clear Sight Easements.** An easement of clear sight is hereby declared on Lot Nos. 1, 3, 19, 31, 32, 50, 51, 62, 63, 76, 84, 87, 96, 97, 110 and 117, and any other Lots identified as being subject to an easement of clear sight as shown on the Plats and Plans. No Unit Owner shall obstruct clear sight across the easement areas as shown on the Plats and Plans and the owners of such Lots shall maintain trees, shrubs, plants or other potential obstructions of view at a level so not as to obstruct the clear sight of drivers of motor vehicles.

ARTICLE V **AMENDMENT OF MASTER DECLARATION**

Section 5.1. Amendment Generally.

a. This Master Declaration may be amended only in accordance with the procedures specified in the Act and the express provisions of this Master Declaration.

b. Subject to the limitations imposed by the Act, no amendment shall be made to this Master Declaration during the Declarant Control Period without the written consent of the Declarant. No amendment to this Master Declaration shall diminish or impair the rights of Declarant under this Master Declaration without the prior written consent of the Declarant. No amendment may modify this Article or the rights of any person hereunder. Except as specifically provided in this Master Declaration or the Act, no provision of this Master Declaration shall be construed to grant any Unit Owner, or to any other Person, any priority over any rights of Mortgagees.

ARTICLE VI **USE RESTRICTIONS**

Section 6.1. Rules and Regulations.

a. The occupancy and use of the Units and Common Elements shall be subjected to the following restrictions:

(i) The Units in the Planned Community (with the exception of any Units during the time period when they are being used by the Declarant as a sample, model or sales office) are restricted to single family residential use and may not be used for any other purposes by the Unit Owner or any future Unit Owner. Notwithstanding the foregoing, Units may also be used for accessory uses which are customarily incidental to the foregoing use, including a professional office or rooms for home occupations; provided that any such accessory use conforms with the applicable zoning requirements of the Township of Honey Brook, as the same may be amended from time to time. No Unit Owner shall permit his or her Unit to be used or occupied for any prohibited purpose.

(ii) A Unit Owner is prohibited from making any alteration, installation, removal, reconstruction, or repair to his or her Unit or Units which will impair the structural integrity of the building in which such Unit or Units are located or any mechanical or electrical system therein; or adversely affect either the thermal or acoustical character of such building; or lessen the support of any portion of such building; or violate any applicable law, ordinance or governmental rule, regulation or order.

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

c. That portion of the Planned Community designated as 55 and Older may be subject to additional rules and regulations, as promulgated by the Sub-Association.

ARTICLE VII **MORTGAGES**

Section 7.1. Requirements.

a. Any mortgage or other lien on a Unit and the obligations secured thereby shall be deemed to provide, generally, that the mortgage or other lien instrument and the rights and obligations of the parties thereto shall be subject to the terms and conditions of the Act and this Master Declaration.

(i) Nothing contained in Section 7.1.a. herein above or elsewhere in this Master Declaration shall give a Unit Owner, or any other party, priority over any rights of the mortgagee of a Unit pursuant to its mortgage in case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for loss to or a taking of one or more Units and/or Common Elements.

b. No Unit Owner or purchaser of a Unit shall deliver any mortgage or other lien instrument secured by a Unit, or any obligation to be secured thereby, unless it has first notified the Executive Board of the name and address of the proposed mortgagee or lien holder, the amount of the debt proposed to be so secured, and has submitted to the Executive Board a copy of the form of the proposed mortgage and note or other instrument of obligation. When a mortgage other than (i) a first mortgage or (ii) a junior mortgage to the Declarant or Seller of a Unit is delivered to the Executive Board, the Executive Board shall promptly notify the proposed mortgagee whether such mortgage has been approved by the Executive Board as a Permitted Mortgage.

Section 7.2. Permitted Mortgagees.

a. When a Permitted Mortgage is delivered to the Permitted Mortgagee or other lien holder, the Unit Owner shall simultaneously provide executed or conformed copies to the Executive Board.

b. The Secretary shall maintain a register of Permitted Mortgages, showing the names and addresses of the Permitted Mortgagee, the amount secured by each Permitted Mortgage, and whether it is a first Mortgage.

Section 7.3. Rights of Permitted Mortgagees.

7.3.1. Upon the specific written request of a holder of a Permitted Mortgage on a Unit or its servicer to the Executive Board, the mortgagee shall be entitled to receive some or all of the following as designated in the request:

a. Copies of budgets, notices of assessments, or any other notices or statements provided under this Master Declaration by the Executive Board to the Owner of the Unit covered by the mortgage;

b. Any audited or unaudited financial statements of the Executive Board which are prepared for the Executive Board and distributed to the Unit Owners. The holder of any mortgage on a Unit shall be entitled to have an audited statement prepared at its own expense if one is not otherwise available;

c. Copies of notices of meetings of the Unit Owners and the right to be represented at any such meetings by a designated representative;

d. Notice of substantial damage to or destruction of any Unit (in excess of \$1,000) or any part of the Common Elements (in excess of \$10,000);

e. Notice of the commencement of any condemnation or eminent domain proceedings with respect to any part of the Property;

f. Notice of any default of the owner of the Unit which is subject to the mortgage, where such default is not cured by the Unit Owner within thirty (30) days after the giving of notice by the Master Association to the Unit Owner of the existence of the default;

g. Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Master Association;

h. Notice of any decision by the Executive Board to terminate professional management and assume self-management of the Property;

i. Any condemnation or casualty loss that affects either a material part of the Planned Community or the Unit securing the Mortgagee's mortgage;

j. Such other financial data as such Permitted Mortgagee shall reasonably request; or

k. Any proposed action which would require the consent of a specified percentage of first mortgagees as set forth in Section 7.4. below.

7.3.2. The request of a Permitted Mortgagee or its servicer shall specify which of the above items it desires to receive and shall indicate the address to which any notices or documents shall be sent by the Executive Board. The Executive Board need not inquire into the validity of any request made hereunder by a Permitted Mortgagee. The Executive Board may refuse to honor any request where, after reasonable inquiry, it shall determine that the person making such request is not entitled to the material so requested and may establish reasonable rules to implement this Section 7.3.2.

7.3.3. Failure to comply with the requirements set forth above shall in no way invalidate the otherwise proper actions of the Master Association and the Executive Board.

7.3.4. Any Permitted Mortgagee shall have the right, exercisable upon written request to the Executive Board, to examine the books and records of the Master Association at any reasonable time.

Section 7.4. **Approval of Mortgagees.** Subject to the limitations imposed by Section 5221 of the Act and the rights of the Declarant as set forth above:

a. The prior written approval of holders of first mortgages of Units representing at least sixty-seven percent (67%) of the votes of Units subject to first mortgages shall be required for any of the following:

(i) the termination or abandonment of the Planned Community status of the Property except for termination or abandonment as a result of condemnation or substantial destruction to the Property;

(ii) a change in the schedule of Percentage Interests set forth in Exhibit "C" allocated to each Unit;

(iii) the partition or subdivision of any part of the Common Elements; and

(iv) the abandoning, encumbering, selling or transferring of the Common Elements (the granting of easements for public utilities or for other public purposes

consistent with the intended use of the Common Elements shall not be deemed a transfer within the meaning of this subsection).

b. The prior written approval of holders of first mortgages of Units representing at least fifty-one (51%) of the votes of Units subject to first mortgages shall be required to make an amendment of a material nature to the Planned Community Documents. A change of the provisions of any Planned Community Document directly relating to any of the following shall for this purpose be considered material:

- (a) Voting rights;
- (b) Assessments, assessment liens, or subordination of
assessment liens;
- (c) Reserves for maintenance, repair and replacement of the
Common Elements;
- (d) Responsibility for maintenance and repairs;
- (e) Reallocation of interests in the Common Elements or
Limited Common Elements or rights to their use;
- (f) Boundaries of any Unit;
- (g) Provisions relating to convertibility of Units into Common
Elements or vice versa;
- (h) Provisions relating to expansion or contraction of the
Project, or the addition, annexation or withdrawal of property to or from the Project;
- (i) Insurance or Fidelity Bonds;
- (j) Leasing of Units;
- (k) Imposition of any restrictions on a Unit Owner's right to sell
or transfer his or her Unit;
- (l) A decision by the Master Association to establish self-
management when professional management had been required previously by a Permitted
Mortgagee;
- (m) Restoration or repair of the Project (after a hazard damage
or partial condemnation) in a manner other than that specified in the Planned Community
Documents;

(n) Actions to terminate the legal status of the Project after substantial destruction or condemnation occurs;

(o) Provisions that expressly benefit holders, insurers or guarantors of Permitted Mortgages.

ARTICLE VIII **LEASING**

Section 8.1. Restrictions.

8.1.1. A Unit Owner may lease or sublease his Unit (but not less than his entire Unit) at any time from time to time provided that the rights of any lessee or sublessee of the Unit shall be subject to, and each such lessee or sublessee shall be bound by the covenants, conditions and restrictions set forth in the Master Declaration, Bylaws and Rules and Regulations and a default thereunder shall constitute a default under the lease or sublease; provided, however, that the foregoing shall not impose any direct liability on any lessee or sublessee of a Unit to pay any Common Expense assessment or special assessments on behalf of the owner of that Unit.

8.1.2. Notwithstanding the foregoing, the provisions of Section 8.1.1. shall not apply to a holder of a first mortgage who is in possession of a Unit following a default in such mortgage, a foreclosure proceeding or any deed or other arrangement in lieu of foreclosure.

ARTICLE IX **BUDGETS; COMMON EXPENSES: ASSESSMENTS & ENFORCEMENTS**

Section 9.1. **Monthly Payments.** The Executive Board shall levy and enforce the collection of general and special assessments for Common Expenses. Assessments shall commence upon the conveyance of the first Unit to a person other than the Declarant. All Common Expense annual assessments shall be due and payable in equal monthly installments, in advance, on the first day of each month. Special Assessments shall be due and payable in equal monthly installments, in advance, on the first day of each month, during such period of time as established by the Executive Board. Assessments, other than special assessments, shall be deemed to have been adopted and assessed on a monthly basis and not on an annual basis payable in monthly installments.

Section 9.2. **Subordination of Certain Charges.** 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) of the Act, shall be subordinate to the lien of a first mortgage on a Unit, if the mortgage was recorded before the same became due.

Section 9.3. **Surplus Funds.** Surplus funds of the Master Association remaining after payment of or provision for Common Expenses and any reserves may in the discretion of the

Executive Board either be returned to the Unit Owners pro rata in accordance with each Unit Owner's Percentage Interest, be credited on a pro rata basis to the Unit Owners to reduce each Unit Owner's future Common Expense assessments, or be retained by the Master Association as an addition to the Master Association's Capital Reserve Fund.

Section 9.4. **Membership in a Sub-Association.** Whenever the Sub-Association shall have been established with respect to that portion of Clearview Gardens designated as the 55 and Older Community, each and every owner of a lot within such designated area, including contract sellers, shall be a member of the Sub-Association which shall have jurisdiction over that section of Clearview Gardens designated as the 55 and Older Community. The provisions regarding voting, quorum, notice requirements, and other applicable terms relating to such membership shall be included in the Supplemental Declaration and/or in the Articles of Incorporation and/or bylaws of the Sub-Association.

ARTICLE X **DECLARANT'S RIGHTS**

Section 10.1. Declarant Control of the Master Association.

10.1.1. The Declarant may, at its option, control the Master Association during the Declarant Control Period.

10.1.2. During the Declarant Control Period the Declarant may appoint and remove the officers and members of the Executive Board except as otherwise provided in one or more Sections 5303 (c), (d) and (e) of the Act or Section 10.1.3. below.

10.1.3. Not later than sixty (60) days after conveyance of twenty-five percent (25%) of the Units that may be constructed on the Property have been conveyed to Unit Owners other than the Declarant, a Transition Election shall be held at which time one additional member shall be elected to the Executive Board by Unit Owners other than the Declarant. Not later than sixty (60) days after conveyance of fifty (50%) percent of the Units that may be constructed on the Property and have been conveyed to Unit Owners other than the Declarant, a second Transition Election shall be held at which time another additional member shall be elected to the Executive Board by Unit Owners other than the Declarant, who shall not be subject to removal by the Declarant.

10.1.4. Not later than the earlier of (i) five years after the date of the recording of this Master Declaration, or (ii) 60 days after the conveyance of seventy-five (75%) of the Units that may be constructed on the Property have been conveyed to Unit Owners other than Declarant, or (iii) two years after the Declarant has ceased to offer Units for sale in the ordinary course of business, all remaining Declarant appointed members of the Executive Board shall resign, and the Unit Owners (including Declarant to the extent of Units owned by Declarant) shall elect the entire Executive Board.

ARTICLE XI
UNITS SUBJECT TO PLANNED COMMUNITY
DOCUMENTS; EMINENT DOMAIN

Section 11.1. **Applicability of Planned Community Documents.** Each present and future owner, lessee, occupant, and mortgagee of a Unit shall be subject to and shall comply with the provisions of the Act, this Master Declaration (including the Plats and Plans), the Bylaws the Rules and Regulations, and with the covenants, conditions and restrictions as set forth in this Master Declaration (including the Plats and Plans), the Bylaws, the Rules and Regulations and the deed to such Unit, provided that nothing contained herein shall impose upon any lessee or mortgagee of a Unit any obligation which the Act or one or more of such documents, or both, make applicable only to Unit Owners (including, without limitation, the obligation to pay assessments for Common Expenses). The acceptance of a deed or mortgage to any Unit, or the entering into of a lease or the entering into occupancy of any Unit, shall constitute an agreement that the provisions of the Act, this Master Declaration (including the Plats and Plans), the Bylaws, the Rules and Regulations and the covenants, conditions and restrictions set forth in the deed to such Unit are accepted and ratified by such grantee, mortgagee or lessee insofar as applicable. All of such provisions shall be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed conveyance, mortgage or lease thereof.

Section 11.2. **Eminent Domain.** Whenever all or part of the Common Elements shall be taken, injured or destroyed by eminent domain, the Master Association shall represent the Unit Owners in negotiations, settlements and agreements with the condemning authority. Each Unit Owner appoints the Master Association as attorney-in-fact for this purpose. Each Unit Owner shall be entitled to notice thereof, but in any proceedings for the determination of damages, such damages shall be determined for such taking, injury or destruction as a whole and not for each Unit Owner's interest therein. The award or proceeds of settlement shall be payable to the Master Association for the use and benefit of the Unit Owners and their mortgagees as their interests may appear.

ARTICLE XII
EXECUTIVE BOARD
OF THE MASTER ASSOCIATION

Section 12.1. **Powers of Executive Board.** The Executive Board of the Master Association shall possess all of the duties and powers granted to the Executive Board by the Act.

Section 12.2. **Composition of Executive Board.** The Executive Board shall consist of five (5) members who shall be elected at Annual Meetings of Master Association members except that until the Transition Elections there shall be only three (3) members of the Executive Board, which three (3) members and any successors to such three (3) members shall be appointed by the Declarant until the end of the Declarant Control Period. Two (2) additional Executive Board members shall be elected at the Transition Elections described in Paragraph

10.1.4. above. At such Transition Elections all Unit Owners other than the Declarant shall have the right to vote for the additional Executive Board members. During the Declarant Control Period the successors to such two (2) additional members of the Executive Board shall be elected by the vote only of Unit Owners other than the Declarant. Each Executive Board member shall hold office pursuant to the provisions relating thereto in the Bylaws.

Section. 12.3. **Disputes.** In the event of any dispute or disagreement between any Unit Owners relating to the Property, or any questions of interpretation or application of the provisions of this Master Declaration (including the Plats and Plans), the Bylaws or Rules and Regulations, the ultimate determination with respect thereto by the Executive Board following an appeal to such Executive Board from the Master Association body making a determination in the first instance shall be final and binding on each and all such Unit Owners. The Executive Board shall have the authority to seek a declaratory judgment or other appropriate judicial relief in order to assist it in carrying out its responsibilities under this Section 12.3. All costs of obtaining such a judgment shall be borne by the disputants, or in the absence of disputants, by the Master Association as a Common Expense.

Section 12.4. **Amendments to the Planned Community Documents.** The Planned Community Documents may be amended only in accordance with the Act and the Planned Community Documents. Notwithstanding any other provisions of this Master Declaration to the contrary, if any amendment is necessary to the judgment of the Executive Board to cure any ambiguity or to correct or supplement any provisions of the Planned Community Documents that are defective, missing or inconsistent with any other provisions thereof, or if such amendment is necessary to conform to the requirements of the Federal National Mortgage Master Association, the Federal Home Loan Mortgage Corporation, the Federal Housing Administration, the Veterans Administration or other secondary mortgage market lenders, guarantors, or insurers with respect to planned community projects, then at any time and from time to time the Executive Board may effect an appropriate corrective amendment without the approval of the Unit Owners or the holders of any liens on all or any part of the Property, 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 amendment of the type described in this Section 12.4. shall be effective upon the recording of an appropriate instrument setting forth the amendment and its due adoption, which instrument has been executed and acknowledged by one or more officers of the Executive Board.

Section 12.5. **Abating and Enjoining Violations by Unit Owners.** The violation of any Rules and Regulations adopted by the Executive Board, the breach of any provision contained in the Bylaws or the breach of any provision of this Master Declaration or the Planned Community Act by any Unit Owner, shall give the Executive Board and any aggrieved Unit Owner the right, in addition to any other rights to which it may be entitled, to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

Section 12.6. **Insurance.** The Executive Board shall obtain and maintain insurance as provided by the Bylaws.

IN WITNESS WHEREOF, J. Glenn Wissler and Mildred G. Wissler have executed this instrument as of the __ day of _____, 200__.

Witness:

J. GLENN WISSLER

MILDRED G. WISSLER

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF LANCASTER)

On this _____ day of _____, 2003, before me, the subscriber, a Notary Public in and for the aforesaid Commonwealth and County, came the above-named J. GLENN WISSLER and MILDRED G. WISSLER, known to me (or satisfactorily proven) to be the persons whose name are subscribed to the within instrument and acknowledged the foregoing Master Declaration to be their act and deed and desired the same to be recorded as such.

WITNESS my hand and notarial seal the day and year aforesaid.

Notary Public

Clearview Gardens
Unrestricted Residential Area
Clay Township, Lancaster County, Pennsylvania

ALL THAT CERTAIN parcel situate north of Clay School Road (S.R. 1035) and west of Snyder Lane in Clay Township, Lancaster County, Pennsylvania; consisting of Lots 1 through 3, Lots 32 through 62, Lots 76 through 86 and Lots 97 through 117, as shown on the Final Subdivision and Land Development Plan of Clearview Gardens and Clearview Plaza, prepared by Christian & Gabriel Inc., Drawing Number 01221-01, and Exhibit "F", Drawing Number 01221-01 EX4 attached hereto, and being more fully bound and described as follows:

BEGINNING AT A POINT on the northern line of Clay School Road, said point also being a common corner of Lot 1 and Lot 119, thence extending along Lot 119, N03°05'48"W, 211.46' to a point, a common corner of Lot 3 and Lot 4; thence extending along Lot 4, N57°38'01"E, 164.40' to a point on the western line of Bloomfield Drive (60' wide); thence crossing Bloomfield Drive, N57°38'01"E, 60.00' to a point on the eastern line of Bloomfield Drive, said point also being in line of Lot 63; thence extending along on the eastern line of Bloomfield Drive and along Lot 63 the following two courses and distances: 1) on a line curving to the left, having a radius of 280.00', an arc length of 13.79', and a chord bearing of S33°46'40"E, 13.79' to a point, and 2) on a line curving to the left, having a radius of 24.00', an arc length of 41.60', and a chord bearing of S84°50'31"E, 36.58' to a point on the northern line of Meadow Drive (60' wide), said point also being in line of Lot 63; thence extending along Lot 63 and along the northern line of Meadow Drive, on a line curving to the right, having a radius of 410.00', an arc length of 93.20', and a chord bearing of N52°01'02"E, 93.00' to a point, the southeast corner of Lot 63; thence extending along Lot 63 through Lot 75 respectively, the following six courses and distances: 1) N31°28'15"W, 133.09' to a point, a common corner of Lot 64 and Lot 65, 2) N34°54'39"E, 111.75' to a point, a common corner of Lot 66 and Lot 67, 3) N82°04'14"E, 209.79' to a point, a common corner of Lot 70 and Lot 71, 4) S80°13'26"E, 242.95' to a point, a common corner of Lot 74 and Lot 75, 5)

EXHIBIT A

S18°02'42"E, 74.44' to a point, a common corner of Lot 75 and Lot 76, and 6)
N52°04'14"E, 122.42' to a point on the western line of Bloomfield Drive; thence crossing
Bloomfield Drive, N52°04'14"E, 60.00' to a point on the eastern line of Bloomfield
Drive, said point also being in line of Lot 87; thence extending along the eastern line of
Bloomfield Drive and along Lot 87, S37°55'46"E, 40.00' to a point, a common corner of
Lot 86 and 87; thence extending along Lot 87 through Lot 96 the following five courses
and distances: 1) N52°04'14"E, 100.00' to a point, the southeast corner of Lot 87, 2)
S37°55'46"E, 75.00' to a point, the southwest corner of Lot 88, 3) N51°39'21"E, 279.46'
to a point, a corner of Lot 91, 4) N68°59'36"E, 88.73' to a point, a corner of Lot 92, and
5) N82°04'14"E, 315.90' to a point on the western line of Bloomfield Drive; thence
extending along Bloomfield Drive and along Lot 96, N07°55'46"W, 86.00' to a point;
thence crossing Bloomfield Drive, N82°04'14"E, 60.00' to a point on the eastern line of
Bloomfield Drive, said point also being in line of Lot 32; thence extending along the
eastern line of Bloomfield Drive and along Lot 32, on a line curving to the right, having a
radius of 24.00', an arc length of 37.70', and a chord bearing of N37°04'14"E, 33.94' to a
point on the southern line of Harvest Drive (60' wide); thence extending along the
southern line of Harvest Drive and along Lot 32 respectively, the following two courses
and distances: 1) N82°04'14"E, 79.07' to a point, and 2) on a line curving to the right,
having a radius of 24.00', an arc length of 16.86', and a chord bearing of S77°47'56"E,
16.52' to a point, the northernmost corner of Lot 118; thence extending along Lot 118 the
following seven courses and distances: 1) S03°21'14"E, 349.68' to a point, 2) on a line
curving to the right, having a radius of 440.00', an arc length of 460.41', and a chord
bearing of S33°51'16"W, 439.69' to a point, 3) S63°49'52"W, 141.28' to a point, 4) on a
line curving to the right, having a radius of 440.00', an arc length of 594.37', and a chord
bearing of N77°28'13"W, 550.20' to a point, 5) N32°09'43"W, 20.32' to a point, 6) on a
line curving to the right, having a radius of 440.00', an arc length of 368.48', and a chord
bearing of S81°49'44"W, 357.80' to a point, and 7) on a line curving to the left, having a
radius of 250.00', an arc length of 474.01', and a chord bearing of S51°30'09"W, 406.13'
to a point, the southeast corner of Lot 62, said point also being on the northern line of
Clay School Road; thence extending along the northern line of Clay School Road the
following three courses and distances: 1) S87°25'52"W, 58.68' to a point on the eastern

line of Meadow Drive (60' wide), 2) S87°25'52"W, 121.43' to a point, and 3) on a line curving to the left, having a radius of 24,013.50', an arc length of 80.01', and a chord bearing of S87°20'08"W, 80.01' to the POINT OF BEGINNING.

CONTAINING:18.229 Acres

Clearview Gardens
Age Restricted Residential Area - (55 years of age and Older)
Clay Township, Lancaster County, Pennsylvania

ALL THAT CERTAIN parcel situate north of Clay School Road (S.R. 1035) and west of Snyder Lane in Clay Township, Lancaster County, Pennsylvania; consisting of Lots 4 through 31, Lots 63 through 75, and Lots 87 through 96, as shown on the Final Subdivision and Land Development Plan of Clearview Gardens and Clearview Plaza, prepared by Christian & Gabriel Inc., Drawing Number 01221-01, and Exhibit "D", Drawing Number 01221-01 EX3 attached hereto, and being more fully bound and described as follows:

BEGINNING AT A POINT on the west side of Snyder Lane, said point also being in line of lands, now or formerly, of Glenn & Mildred Wissler, said point also being the northeast corner of Lot 31, thence extending along Lot 31 and along the terminus of Harvest Drive (60' wide) respectively, $S03^{\circ}21'14''E$, 186.51' to a point, the northeastern corner of Lot 118; thence extending along Lot 118 and Lot 32 respectively, and along the southern line of Harvest Drive the following two courses and distances: 1) on a line curving to the left, having a radius of 24.00', an arc length of 39.62', and a chord bearing of $N50^{\circ}38'30''W$, 35.27' to a point, 2) $S82^{\circ}04'14''W$, 79.07' to a point on the eastern line of Bloomfield Drive (60' wide); thence extending along Lot 32 and along the eastern line of Bloomfield Drive, on a line curving to the left, having a radius of 24.00', an arc length of 37.70', and a chord bearing of $S37^{\circ}04'14''W$, 33.94' to a point; thence crossing Bloomfield Drive, $S82^{\circ}04'14''W$, 60.00' to a point on the western line of Bloomfield Drive and in line of Lot 96; thence extending along the western line of Bloomfield Drive, $S07^{\circ}55'46''E$, 86.00' to a point, the northeast corner of Lot 97; thence extending along the northern lines of Lot 97 through Lot 104 and Lot 85 respectively, the following three courses and distances: 1) $S82^{\circ}04'14''W$, 315.90' to a point, a common corner of Lot 100 and Lot 101, 2) $S68^{\circ}59'36''W$, 88.73' to a point, a common corner of Lot 101 and Lot 102, and 3) $S51^{\circ}39'21''W$, 279.46' to a point, the southeastern corner of Lot 86; thence extending along Lot 86, $N37^{\circ}55'46''W$, 75.00' to a point, the southeastern corner of Lot

87; thence extending along Lot 87, S52°04'14"W, 100.00' to a point on the eastern line of Bloomfield Drive (60' wide); thence extending along the eastern line of Bloomfield Drive, N37°55'46"W, 40.00' to a point; thence crossing Bloomfield Drive, S52°04'14"W, 60.00' to a point on the western line of Bloomfield Drive, said point also being a common corner of Lot 75 and Lot 76; thence extending along Lot 76 through Lot 83 respectively, the following six courses and distances: 1) S52°04'14"W, 122.42' to a point, a common corner of Lot 75 and Lot 76, said point also being in line of Lot 77, 2) N18°02'42"W, 74.44' to a point, a common corner of Lot 75 and Lot 74, 3) N80°13'26"W, 242.95' to a point, the northernmost corner of Lot 80, 4) S82°04'14"W, 209.79' to a point, the northwestern corner of Lot 82, 5) S34°54'39"W, 111.75' to a point, the northwest corner of Lot 83, and 6) S31°28'15"E, 133.09' to a point on the northern line of Meadow Drive (60' wide); thence extending along the northern line of Meadow Drive, on a line curving to the left, having a radius of 410.00', an arc length of 93.20', and a chord bearing of S52°01'02"W, 93.00' to a point on the eastern line of Bloomfield Drive; thence extending along the eastern line of Bloomfield Drive the following two courses and distances: 1), on a line curving to the right, having a radius of 24.00', an arc length of 41.60', and a chord bearing of N84°50'31"W, 36.58' to a point, and 2) on a line curving to the right, having a radius of 280.00', an arc length of 13.79', and a chord bearing of N33°46'40"W, 13.79' to a point; thence crossing Bloomfield Drive, S57°38'01"W, 60.00' to a point on the western line of Bloomfield Drive, said point also being a common corner of Lot 4 and Lot 3; thence extending along Lot 3, S57°38'01"W, 164.40' to a point in line of Lot 119; thence extending along Lot 119 and Lot 120 respectively, N03°05'48"W, 650.98' to a point in line of lands, now or formerly, of Glenn & Mildred Wissler; thence extending along lands, now or formerly, of Glenn & Mildred Wissler, N82°04'14"E, 1896.01' to the POINT OF BEGINNING.

CONTAINING: 15.806Acres

Legal Description

Lot 119

Clearview Gardens and Clearview Plaza

ALL THAT CERTAIN tract of land situate on the northern side of Clay School Road in Clay Township, Lancaster County, Pennsylvania; and shown as Lot 119 on the Final Subdivision and Land Development Plan of Clearview Gardens and Clearview Plaza, prepared by Christian & Gabriel Inc., Drawing Number 01221-01, Dated April 9, 2003, and recorded in and for the Office of the Lancaster County Recorder of Deeds in Subdivision Plan Book J-_____, page _____, and being more fully bound and described as follows:

BEGINNING AT A POINT on the on the northern line of Clay School Road, said point also being the southeastern most corner of Lot 120; thence extending along Lot 120 the following three courses and distances: 1) $N00^{\circ}18'39''W$, 191.98' to a point, 2) $N35^{\circ}19'49''E$, 76.40' to a point, and 3) $N86^{\circ}47'04''E$, 194.91' to a point in line of Lot 4; thence extending along Lot 4 through Lot 1 respectively, $S03^{\circ}05'48''E$, 294.59' to a point on the northern line of Clay School Road; thence extending along the northern line of Clay School Road the following two courses and distances: 1) on a line curving to the left, having a radius of 24013.50', an arc length of 62.76', and a chord bearing of $S87^{\circ}18'54''W$, 62.67' to a point, and 2) on a line curving to the right, having a radius of 280.00', an arc length of 155.29', and a chord bearing of $N77^{\circ}07'15''W$, 153.30' to the POINT OF BEGINNING.

CONTAINING: 1.597 Acres

BEING SUBJECT to a 100' clear sight triangle located at the access to Clay School Road. No building or other obstruction that would obscure the vision of motorists will be permitted within the area of a clear sight triangle.

BEING SUBJECT ALSO to a clear sight easement located along the southern portion of the herein described Lot 119. No building or other obstruction that would obscure the vision of motorists will be permitted within the area of a clear sight easement.

EXHIBIT B

BEING SUBJECT ALSO to a 20' wide sewer easement located along a portion of the southern side of the herein described Lot 119

BEING SUBJECT ALSO to a joint access easement associated with Lot 120, located along the northern portion of the herein described Lot 119, containing 3,900 Sq. Ft..

Legal Description

Lot 120

Clearview Gardens and Clearview Plaza

ALL THAT CERTAIN tract of land situate on the northern side of Clay School Road in Clay Township, Lancaster County, Pennsylvania; and shown as Lot 120 on the Final Subdivision and Land Development Plan of Clearview Gardens and Clearview Plaza, prepared by Christian & Gabriel Inc., Drawing Number 01221-01, Dated April 9, 2003, and recorded in and for the Office of the Lancaster County Recorder of Deeds in Subdivision Plan Book J-____, page _____, and being more fully bound and described as follows:

BEGINNING AT A POINT on the northern line of Clay School Road, said point also being the southeastern most corner of Lot 122; thence extending along Lot 122 the following two courses and distances: 1) N12°00'00"W, 131.75' to a point, and 2) on a line curving to the left, having a radius of 150.00', an arc length of 154.91', and a chord bearing of N59°50'30"E, 148.12' to a point; thence extending along Lot 122 the following two courses and distances: 1) N33°59'41"W, 73.91' to a point, and 2) N30°33'06"W, 463.34' to a point in line of lands, now or formerly, of Glenn & Mildred Wissler; thence extending along lands, now or formerly, of Glenn & Mildred Wissler, N82°04'14"E, 838.09' to a point, the northwest corner of Lot 10; thence extending along Lot 10 through Lot 4 respectively, S03°05'48"E, 567.85' to a point, the northeast corner of Lot 119; thence extending along Lot 119 the following three courses and distances: 1) S86°47'04"W, 194.91' to a point, 2) S35°19'49"W, 76.40' to a point, and 3) S00°18'39"E, 191.98' to a point on the northern line of Clay School Road; thence extending along the northern line of Clay School Road, the following two courses and distances: 1) on a line curving to the right, having a radius of 280.00', an arc length of 43.97' and a chord bearing of N56°44'02"W, 43.93' to a point, and 2) on a line curving to the left, having a radius of 340.00', an arc length of 317.83' and a chord bearing of N79°00'52"W, 306.38' to the POINT OF BEGINNING.

CONTAINING: 10.212 Acres

BEING SUBJECT to a variable width access easement located along the southwestern portion of the herein described Lot 120.

BEING SUBJECT ALSO to a 100' clear sight triangles located at the accesses to Plaza Drive and the intersections of Plaza Drive and Clay School Road. No building or other obstruction that would obscure the vision of motorists will be permitted within the area of a clear sight triangle.

BEING SUBJECT ALSO to a clear sight easement located along the southern portion of the herein described Lot 120. No building or other obstruction that would obscure the vision of motorists will be permitted within the area of a clear sight easement.

BEING SUBJECT ALSO to a joint access easement associated with Lot 119, located along the southeastern portion of the herein described Lot 120, containing 3,900 Sq. Ft..

BEING SUBJECT ALSO to various storm drainage easements.

BEING SUBJECT ALSO to a 20' wide sewer easement extending from the east to the west, bisecting the herein described Lot 120.

Legal Description

Lot 121

Clearview Gardens and Clearview Plaza

ALL THAT CERTAIN tract of land situate on the northern side of Twenty-Eighth Division Highway (S.R. 0322) and the eastern side of Clear View Road (S.R. 1028) in Clay Township, Lancaster County, Pennsylvania; and shown as Lot 121 on the Final Subdivision and Land Development Plan of Clearview Gardens and Clearview Plaza, prepared by Christian & Gabriel Inc., Drawing Number 01221-01, Dated April 9, 2003, and recorded in and for the Office of the Lancaster County Recorder of Deeds in Subdivision Plan Book J-_____, page _____, and being more fully bound and described as follows:

BEGINNING AT A POINT, the southwest corner of Lot 123, said point also being located on the northern line of Twenty-Eighth Division Highway (S.R. 0322), thence extending along the northern line of Twenty-Eighth Division Highway (S.R. 0322), N59°44'38"W, 235.55' to a point on the eastern line of Clear View Road (S.R. 1028); thence extending along the eastern line of Clear View Road (S.R. 1028) the following two courses and distances: 1) on a line curving to the right, having a radius of 40.00', an arc length of 56.77', and a chord bearing of N19°04'59"W, 52.13' to a point, and 2) N21°34'40"E, 390.80' to a point in line of lands, now or formerly, of Glenn & Mildred Wissler; thence extending along lands, now or formerly, of Glenn & Mildred Wissler, N82°04'14"E, 403.75' to a point, the northwest corner of Lot 120; thence extending along Lot 120 the following two courses and distances: 1) S30°33'06"E, 463.34' to a point, and 2) S33°59'41"W, 43.91' to a point in line of Lot 122; thence extending along Lot 122 thence following two courses and distances: 1) on a line curving to the left, having a radius of 112.50', an arc length of 67.87', and a chord bearing of N73°17'20"W, 66.85' to a point, and 2) S89°25'39"W, 118.01' to a point, the northeast corner of Lot 123; thence extending along Lot 123 the following three courses and distances: 1) S89°25'39"W, 169.40' to a point, 2) on a line curving to the left, having a radius of 150.00', an arc length of 154.91', and a chord bearing of S59°50'31"W, 148.12' to a point, and 3) S30°15'22"W, 108.33' to the POINT OF BEGINNING.

CONTAINING: 6.114 Acres

BEING SUBJECT to a variable width access easement located along the southern portion of the herein described Lot 121.

BEING SUBJECT ALSO to a 100' clear sight triangle located at the intersection of Plaza Drive and Twenty-Eighth Division Highway (S.R. 0322). No building or other obstruction that would obscure the vision of motorists will be permitted within the area of a clear sight triangle.

BEING SUBJECT ALSO to a pump station easement located near the access to Twenty-Eighth Division Highway (S.R. 0322), containing 3,617 Sq. Ft..

BEING SUBJECT ALSO to a variable width drainage easement.

BEING SUBJECT ALSO to a portion of a 20' wide sewer easement located at the southeast corner of the herein described Lot 121.

Legal Description

Lot 122

Clearview Gardens and Clearview Plaza

ALL THAT CERTAIN tract of land situate on the northern side of Clay School Road in Clay Township, Lancaster County, Pennsylvania; and shown as Lot 122 on the Final Subdivision and Land Development Plan of Clearview Gardens and Clearview Plaza, prepared by Christian & Gabriel Inc., Drawing Number 01221-01, Dated April 9, 2003, and recorded in and for the Office of the Lancaster County Recorder of Deeds in Subdivision Plan Book J-_____, page _____, and being more fully bound and described as follows:

BEGINNING AT A POINT on the northern line of Twenty-Eighth Division Highway (S.R. 0322), said point also being the southeast corner of Lot 123; thence extending along Lot 123, N30°15'22"E, 323.95' to a point in line of Lot 121; thence extending along Lot 121 the following two courses and distances: 1) N89°25'39"E, 118.01' to a point, and 2) on a line curving to the right, having a radius of 112.50', an arc length of 67.87', and a chord bearing of S73°17'20"E, 66.85' to a point, a corner of Lot 120; thence extending along Lot 120 the following two courses and distances: 1) on a line curving to the right, having a radius of 112.50', an arc length of 86.40', and a chord bearing of S34°00'10"E, 84.30' to a point, and 2) S12°00'00"E, 131.75' to a point on the northern line of Clay School Road; thence along Clay School Road the following two courses and distances: 1) on a line curving the left, having a radius of 340.00', an arc length of 216.68', and a chord bearing of S55°56'55"W, 213.03' to a point, and 2) on a line curving to the right, having a radius of 85.00', an arc length of 122.49', and a chord bearing of S78°58'26"W, 112.16' to a point on northern line of Twenty-Eighth Division Highway (S.R. 0322); thence extending along the northern line of Twenty-Eighth Division Highway (S.R. 0322), N59°44'38"W, 154.21' to the POINT OF BEGINNING.

CONTAINING: 2.280 Acres

BEING SUBJECT to a variable width access easement located along the northern and eastern portions of the herein described Lot 122.

BEING SUBJECT ALSO to a 100' clear sight triangle located at the of Plaza Drive and Clay School Road. No building or other obstruction that would obscure the vision of motorists will be permitted within the area of a clear sight triangle.

BEING SUBJECT ALSO to a 20' wide clear sight easement located along northern and eastern portions of the herein described Lot 122. No building or other obstruction that would obscure the vision of motorists will be permitted within the area of a clear sight easement.

BEING SUBJECT ALSO to various utility easements located along the southern and western portions of the herein described Lot 122.

BEING SUBJECT ALSO to a portion of a 20' wide sewer easement located along the northern and western portions on the herein described Lot 122.

Legal Description

Lot 123

Clearview Gardens and Clearview Plaza

ALL THAT CERTAIN tract of land situate on the northern side of Twenty-Eighth Division Highway (S.R. 0322) in Clay Township, Lancaster County, Pennsylvania; and shown as Lot 123 on the Final Subdivision and Land Development Plan of Clearview Gardens and Clearview Plaza, prepared by Christian & Gabriel Inc., Drawing Number 01221-01, Dated April 9, 2003, and recorded in and for the Office of the Lancaster County Recorder of Deeds in Subdivision Plan Book J-_____, page _____, and being more fully bound and described as follows:

BEGINNING AT A POINT on the northern line of Twenty-Eighth Division Highway (S.R. 0322), said point also being the southeastern corner of Lot 121, thence extending along Lot 121 the following three courses and distances: 1) N°15'22"E, 108.33' to a point, 2) on a line curving to the right, having a radius of 150.00', an arc length of 154.91', and a chord bearing of N59°50'31"E, 148.12' to a point, and 3) N89°25'39"E, 169.40' to a point, the northwest corner of Lot 122; thence extending along Lot 122, S30°15'22"W, 323.95' to a point on the northern line of Twenty-Eighth Division Highway (S.R. 0322); thence extending along the northern line of Twenty-Eighth Division Highway (S.R. 0322), N59°44'38"W, 218.60' to the POINT OF BEGINNING.

CONTAINING: 1.272 Acres

BEING SUBJECT to a variable width access easement located along the northern and western portions of the herein described Lot 123.

BEING SUBJECT ALSO to a 100' clear sight triangle located at the intersection of Plaza Drive and Twenty-Eighth Division Highway (S.R. 0322). No building or other obstruction that would obscure the vision of motorists will be permitted within the area of a clear sight triangle.

BEING SUBJECT ALSO to a variable wide clear sight easement located along northern and western portions of the herein described Lot 123. No building or other obstruction

that would obscure the vision of motorists will be permitted within the area of a clear sight easement.

BEING SUBJECT ALSO to a 30' wide utility easements located along the southern portion of the herein described Lot 123.

BEING SUBJECT ALSO to a portion of a 20' wide sewer easement located along the eastern portion on the herein described Lot 123.

EXHIBIT "C"

(Plats and Plans)

EXHIBIT "D"

PERCENTAGE OF COMMON EXPENSES AND VOTING PERCENTAGE

THE PERCENTAGE OF COMMON EXPENSES AND VOTING PERCENTAGE IN THE Master Association OF EACH UNIT SHALL BE THE QUOTIENT OF ONE HUNDRED (100) DIVIDED BY THE THEN NUMBER OF UNITS IN THE SUBJECT PROPERTY, IT BEING UNDERSTOOD THAT FROM TIME TO TIME PORTIONS OF THE SUBJECT PROPERTY MAY BE APPROVED FOR DEVELOPMENT PURSUANT TO THE REQUIREMENTS OF ALL GOVERNMENTAL ENTITIES HAVING JURISDICTION THEREOF. PERCENTAGE INTERESTS ARE ALLOCATED EQUALLY AMONG ALL UNITS. LOT/UNIT NOS. 119, 120, 121, 122 AND 123 ARE SPECIFICALLY EXCLUDED FROM ANY SUCH CALCULATIONS.

EXHIBIT "E"

(Easements, Rights and other Title Exceptions)

JOINDER BY MORTGAGEE

The undersigned ("Mortgagee") being the holder of a certain mortgage on the foregoing premises located Clay Township, Lancaster County, Pennsylvania (the "Premises"), which mortgage, in the original principal amount of \$ _____ is dated _____, and was recorded in the Lancaster County Recorder of Deeds' Office on _____, in Record Book _____, Page _____, as well as any other mortgages which Mortgagee may now or hereafter hold on the Premises (all such mortgages hereinafter collectively referred to as the "Mortgages"), joins in, consents to, and expressly approves the grant of easements and other rights and privileges described in the attached Master Declaration.

The Mortgagee, for itself, its successors and assigns (which shall include any assignee of the Mortgages and any purchaser of the Premises at a sale in foreclosure of the Mortgages or otherwise), hereby covenants and agrees that the rights and privileges herein granted with respect to the Premises shall not be terminated or disturbed by reason of any foreclosure or other action which may be instituted by the Mortgagee, its successors and assigns, as a result of any default under the Mortgages or the debt instruments that such Mortgages secure. Mortgagee by consenting to the Master Declaration shall not by virtue of its interest as Mortgagee be deemed to have undertaken any of the obligations of the Grantor under the Master Declaration, including but not limited to construction, maintenance, inspection or indemnification.

IN WITNESS WHEREOF, Mortgagee hereby joins in the execution of the Master Declaration, as of this _____ day of _____, 20__.

[name of mortgagee]

ATTEST: _____

By: _____

[SEAL]

(MORTGAGEE ACKNOWLEDGMENT)

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF LANCASTER)

On this, the _____ day of _____, 20____, before me, a notary public, the undersigned officer, personally appeared _____, who acknowledged _____ self to be the (Vice) President of _____, a corporation, and that as such officer being authorized to do so, acknowledged the foregoing instrument for the purpose therein contained by signing the name of the Bank by _____ self as (Vice) President.

Notary Public

My Commission Expires: