

DECLARATION OF  
OAK HILL AT SPRING RIDGE,  
A PLANNED COMMUNITY  
SPRING TOWNSHIP, BERKS COUNTY  
PENNSYLVANIA

# INDEX

	<u>Page</u>
ARTICLE I	SUBMISSION; DEFINED TERMS ..... 1
Section 1.1.	Declarant; Property; County; Name ..... 1
Section 1.2.	Easements and Licenses ..... 1
Section 1.3.	Defined Terms. .... 3
ARTICLE II	ALLOCATION OF COMMON EXPENSE LIABILITIES; ALLOCATION OF VOTES; LOT AND UNIT IDENTIFICATION AND BOUNDARIES AND MAINTENANCE RESPONSIBILITIES ..... 5
Section 2.1.	General Common and Limited Common Expenses ..... 5
Section 2.2.	Voting Rights ..... 6
Section 2.3.	Unit Boundaries ..... 6
Section 2.4.	Maintenance Responsibilities ..... 6
Section 2.5.	Exemptions ..... 9
ARTICLE III	COMMON ELEMENTS AND LIMITED COMMON ELEMENTS ..... 9
Section 3.1.	Common Elements ..... 9
Section 3.2.	Limited Common Elements: ..... 10
Section 3.3.	Common Facilities ..... 10
ARTICLE IV	EASEMENTS ..... 10
Section 4.1.	Additional Easements ..... 10
ARTICLE V	AMENDMENT OF DECLARATION ..... 16
Section 5.1.	Amendment Generally ..... 16
Section 5.2.	Rights of Secured Lenders ..... 16
ARTICLE VI	RESTRICTIONS ON USE AND OCCUPANCY OF UNITS, COMMON ELEMENTS AND LIMITED COMMON ELEMENTS AND ENFORCEMENT THEREOF ..... 16
Section 6.1.	Use and Occupancy Conditions and Restrictions ..... 16
Section 6.2.	Persons Entitled to Use Common Elements ..... 19
Section 6.3.	Enforcement Methods ..... 20
ARTICLE VII	MORTGAGES ..... 20
Section 7.1.	Permitted Mortgages ..... 20

INDEX  
(continued)

		<u>Page</u>
ARTICLE VIII	LEASING .....	21
Section 8.1.	Permitted Leases .....	21
ARTICLE IX	ARCHITECTURAL CONTROL; PROTECTIVE COVENANTS .....	22
Section 9.1.	Architectural Control .....	22
Section 9.2.	Protective Covenants .....	22
Section 9.3.	No Parking Areas .....	24
ARTICLE X	BUDGETS; COMMON EXPENSES; ASSESSMENTS AND ENFORCEMENT .....	24
Section 10.1.	Quarterly Payments .....	24
Section 10.2.	Subordination of Certain Charges .....	24
Section 10.3.	Surplus .....	24
ARTICLE XI	RIGHTS OF PERMITTED MORTGAGEES .....	25
Section 11.1.	Reports and Notices .....	25
ARTICLE XII	DECLARANT'S RIGHTS .....	26
Section 12.1.	Control .....	26
ARTICLE XIII	LIMITATION OF LIABILITY .....	27
Section 13.1.	Limited Liability of the Executive Board .....	27
Section 13.2.	Indemnification .....	28
Section 13.3.	Defense of Claims .....	28
Section 13.4.	Insurance Alternative .....	29
ARTICLE XIV	CONVERTIBLE REAL ESTATE .....	29
Section 14.1.	Reservation .....	29
Section 14.2.	Assurances .....	29
ARTICLE XV	OPTION TO WITHDRAW REAL ESTATE .....	30
Section 15.1.	Reservation .....	30
ARTICLE XVI	COMPLETION OF IMPROVEMENTS, FACILITIES, COMMON ELEMENTS OR LIMITED COMMON ELEMENTS .....	31
Section 16.1.	Completion Certificate .....	31

INDEX  
(continued)

	<u>Page</u>
ARTICLE XVII NOTICE .....	31
Section 17.1. Notice .....	31

DECLARATION OF  
OAK HILL AT SPRING RIDGE,  
A PLANNED COMMUNITY

ARTICLE I  
SUBMISSION; DEFINED TERMS

Section 1.1. Declarant; Property; County; Name. THE VILLAGES OF SPRING RIDGE II, INC., a Pennsylvania corporation (the "Declarant"), owner in fee simple of certain real estate (the "Real Estate") located in Spring Township, Berks County, Pennsylvania, which is more specifically bounded and described in Exhibit "A" attached hereto and made a part hereof, hereby submits said Real Estate, including all easements, rights and appurtenances thereunto belonging and the buildings and improvements erected or to be erected thereon (collectively, the "Property") to the provisions of the Pennsylvania Uniform Planned Community Act, 68 PA. C.S. §5101 et seq. (the "Act"), and hereby creates with respect to the Property a planned community, to be known as "Oak Hill at Spring Ridge, a Planned Community" (the "Planned Community").

Section 1.2. Easements and Licenses. Included among the easements, rights and appurtenances referred to in Section 1.1 above are the following recorded easements, licenses, and agreements, and the Real Estate is hereby submitted to the Act subject thereto:

- a. Declaration of Covenants, Easements and Restrictions dated November 21, 1989, recorded in Record Book Volume 2106, page 1734, Berks County Records.
- b. Declaration of Use Restrictions by Spring Ridge, Inc. dated November 21, 1989 recorded in Record Book Volume 2106, page 1723, Berks County Records.
- c. Common Open Space Declaration between Spring Ridge, Inc., Meridian Properties, Inc. and Spring Ridge Commercial Property Owners Association dated November 11, 1989 recorded in Record Book Volume 2106, page 1688, as amended and superseded in Record Book Volume 2462, page 398, Berks County Records.
- d. Agreement for Treatment of Sewage by and between the Township of Spring, the Municipal Authority of the Township of Spring, Meridian Properties, Inc. and Spring Ridge, Inc., dated March 14, 1988 and recorded in Record Book 2002, page 844, Berks County Records.

e. Amendment to Treatment Agreement by and among the City of Reading, the Municipal Authority of the Township of Spring and the Township of Spring, dated October 26, 1998 and recorded in Record Book 2081, page 1065, Berks County Records.

f. Easement Agreement by and between Spring Ridge, Inc. and Citizens Utilities Water Company of Pennsylvania, dated April 1, 1988 and recorded in Record Book 2110, page 123, Berks County Records.

g. Easement Agreement between Spring Ridge, Inc. and The Villages of Spring Ridge, Inc., dated August 26, 1991 and recorded in Record Book 2234, page 1975, Berks County Records.

h. Declaration of Easements and Covenants recorded in Record Book 2593, page 674, Berks County Records.

i. Right of Way granted to Pennsylvania Power and Light Co. by Record Book 2114, page 1426; and Misc. Book 288 page 666, Berks County Records.

j. Rights of Pennsylvania Power & Light and Bell Telephone Company of Pa. as set forth in Record Book 2035 page 1725, Berks County Records.

k. Right of Way granted to the Bell Telephone Co. by Record Book 2169 page 2191; and Record Book 2367 page 1044, Berks County Records.

l. Thirty foot wide building set back line as shown on Plan recorded in Plan Book 238 page 16, Berks County Records.

m. Easement Agreement by and among Meridian Properties, Inc.; Spring Ridge Commercial Property Owners Association, Inc., and Spring Ridge Holdings, Inc., recorded in Record Book 3130, page 1762, Berks County Records.

n. Easement Agreement by and between Hilda Letman, a natural person, and The Villages of Spring Ridge II, Inc., recorded in Record Book 3130, page 1780, Berks County Records.

Section 1.3. Defined Terms.

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

1.3.2. The following terms some of which are used or defined in general terms in the Act shall have the specified meanings herein as follows:

a. "Association" means the Unit Owners' Association of the Planned Community which shall be known as the "Oak Hill at Spring Ridge Association."

b. "Declarant" means The Villages at Spring Ridge II, Inc., the Declarant described in Section 1.1 above and all successors to any Special Declarant Rights.

c. "Declaration" means this document, as the same may be amended from time to time.

d. "Executive Board" means the Executive Board of the Association as created pursuant to the Bylaws of the Association.

e. "Limited Common Elements" means the Limited Common Elements described as such in the Act and as defined herein or specified as such on the Plat and Plans.

f. "Limited Expenses" means the Common Expenses described as such in Section 5314(c) of the Act and as modified by Section 2.4 of this Declaration.

g. "Lot" means any real estate upon which a Unit is constructed or is intended to be constructed, located within the boundaries of the Planned Community and owned in single and separate form of ownership (including, without being limited to, any and all forms of joint ownership).

h. "Party Wall" means any wall constructed as part of a building within the Planned Community and placed a dividing line between two Units, without regard to any surveyor's error, shifting, settling or error in construction, repair or reconstruction which would cause the described property line to deviate from the center line of a Party Wall.

i. "Permitted Mortgage" means (i) any mortgage to the Declarant, (ii) any mortgage to the seller of a Unit, (iii) a mortgage or a home

equity loan mortgage, regardless of position, to 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, (iv) any mortgage granted by Declarant including its existing mortgage in favor of Millennium Bank and (v) any other mortgage approved by the Executive Board. A holder of a Permitted Mortgage is referred to herein as a "Permitted Mortgagee."

j. "Plans" mean the Plans attached hereto as Exhibit "G" and made a part hereof, as the same may be amended from time to time.

k. "Plat" means the Plat attached hereto as Exhibit "H", and made a part hereof, as the same may be amended from time to time.

l. "Property" means the Property described in Section 1.1.

m. "Unit" means a Unit as described herein and in the Plat and Plans:

(i) "Unit" means a residential townhouse unit of varying size, depending on the style of Unit, designed and occupied exclusively as a residence for one family and being one of a group of two or more attached dwellings, placed side by side, separated by Party Walls, each containing one, two or three stories, and each having a separate front and rear or side yard and rear or front or side entrances from the outside (including corner or end buildings in a group or cluster), together with the Lot on which it is erected, whether held under a lease or owned individually.

n. "Unit Owner" shall mean the Declarant or other person who owns a Unit. The term does not include a person having an interest in a Unit solely as security for an obligation.

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ARTICLE II  
ALLOCATION OF COMMON EXPENSE LIABILITIES;  
ALLOCATION OF VOTES;  
UNIT IDENTIFICATION AND  
BOUNDARIES AND MAINTENANCE RESPONSIBILITIES

Section 2.1. General Common and Limited Common Expenses.

a. Attached as Exhibit "B" hereto is a list of the first fifty-four (54) Units by their type and Identifying Numbers. Each Unit's share of the Common Expenses has been determined based on the location, width, price and size, of the Units within the Planned Community. The basis used to calculate each Unit's share of the General Common Expenses, placed the most weight on location with descending weight on width and price and the least weight on size. Based on these weighted factors, the quarterly assessment or share of General Common Expense Liability attributable to each style of Unit is as follows:

<u>Style of Unit</u>	<u>Quarterly Assessment</u>	<u>Fractional Share of Common Expense Per Unit</u>
Essex, Freeport and Hamilton	\$423 per Unit	.0108 (based on a total of 25 such Units)
Julian, Dublin, and Kingston	\$378 per Unit	.00966 (based on a total of 24 such Units)
Ashford, Brussels, Clermont I, and Clermont II	\$348 per Unit	.0089 (based on a total of 56 such Units)

b. Attached hereto as Exhibit "C" is a list of the identifying numbers and the current proposed style of the additional fifty-one (51) Units that will be located in the second Phase of the Planned Community. The Declarant reserves the right to change the style of any Unit shown on Exhibit "C" based on market conditions and the popularity of a particular style. Therefore, Declarant makes no guarantee that the Units identified on Exhibit "C" will be of the style currently designated for such Units. However, Declarant assures that the factors and weighted basis used to determine the fractional share of General Common Expense Liability assigned to such Units will be the same as was used to determine the Common Expense Liability of the initial fifty four (54) Units. Furthermore, if Declarant does elect to change the style of any of the Units listed on Exhibit "C",

Declarant will file an amendment to this Declaration specifying any such changes and revising the Fractional Share of Common Expense Liability per unit if applicable, as a result of any such changes.

c. At the initial settlement on the conveyance of a Unit to a Unit Owner, the Unit Owner shall be required to make a Two Hundred Fifty Dollar (\$250.00) contribution to a working capital fund.

d. The Limited Common Expense Liability attributed to Limited Common Elements serving only one or less than all Units shall be allocated in equal shares to those Units served by such Limited Common Elements.

e. During the period of Declarant Control, Declarant shall not be responsible for paying any monthly fees or assessments on account of either General or Limited Common Expenses, for Lots upon which no Units have been constructed.

Section 2.2. Voting Rights. Except for Units owned by the Declarant as herein provided, votes in the Association shall be apportioned equally; therefore each Unit not owned by Declarant, regardless of type, shall be entitled to one (1) vote. Subject to the provisions of Article XII hereof, until the seventh (7<sup>th</sup>) anniversary of the recording of this Declaration, Declarant shall be entitled to three (3) votes for each Lot or Unit owned by the Declarant and after the seventh (7) anniversary of the recording of the Declaration, Declarant shall only be entitled to one (1) vote for each Unit it owns. Declarant shall have the right to exercise the votes attributed to each Lot or Unit owned by Declarant as herein provided.

Section 2.3. Unit Boundaries.

a. Each Unit consists of the entire interior and exterior of such Unit, together with the Lot, upon which it is erected. Each such Unit shall include to the respective Unit's side of the interior center line of the Party Wall separating it from another Unit.

Section 2.4. Maintenance Responsibilities. Notwithstanding the ownership of the various portions of the Common Elements, Limited Common Elements and the Lots or Units by virtue of the foregoing boundary descriptions, the Lots, Units, Common Elements and Limited 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 herein.

a. Maintenance, repair, painting and replacement of the exterior of a Unit, including walls, siding, trim, doors, windows and roof, shall be the responsibility of the Unit Owner at the Unit Owner's expense. Nevertheless, in the event that any part of the exterior of any Unit is in need of repair or replacement or is unsightly or unsafe, in the opinion of the Executive Board, the Association, acting through the Executive Board, shall notify the Unit Owner of such Unit to make specified repairs, replacements and/or perform certain maintenance and, if the same are not promptly done, the Association shall cause them to be done and shall assess the cost thereof against the Unit and/or the Unit Owner, as provided herein or the Act, or at law. Unit Owner may elect to have any exterior maintenance or repair performed by the Managing Agent of the Association, if available, in which event Unit Owner shall be billed directly by the Managing Agent for such Service.

b. Each Unit Owner shall be responsible for the repair and maintenance of the interior of his Unit. If any Unit Owner fails to maintain the interior of his Unit and such failure shall jeopardize adjacent Units the Common Elements or Limited Common Elements, the Association shall have the right to enter upon such Unit and perform the necessary interior maintenance. Such maintenance shall be made only after ten (10) days written notice to the Unit Owner, except in cases of emergency. The cost of such interior maintenance shall be assessed against the Unit upon which such maintenance was performed as a Limited Common Expense.

c. For the purpose of performing any authorized exterior or interior maintenance, the Association and its duly authorized agents, contractors or employees shall have the right, after reasonable notice, to the Unit Owner, to enter any Unit at reasonable hours.

d. The Association shall be responsible for the maintenance of the walking paths located outside of the Planned Community but which have been designated as a Common Element as provided in Section 3.1.b hereof and which are to be located in the area shown on Exhibit "D" attached hereto and made a part hereof. If constructed, the Association shall also be responsible for the maintenance of the sidewalk and stone planter specified in Section 4.1.9 hereof.

e. All Common Areas or Limited Common Areas maintained by the Association shall be maintained at least in compliance with all applicable Township, County, State or Federal laws.

f. Rights of Spring Township.

(1) In the event that the Association shall at any time fail to maintain the Common Elements in reasonable order and condition, in accordance with the Act and this Declaration, the Township of Spring may serve written notice on the Association or upon the Unit Owners setting forth the manner in which the Association has failed to maintain the Common Elements in reasonable condition. The notice shall include or demand that such deficiencies be cured within thirty (30) days thereof, and shall state the date and place of a hearing thereon which shall be held within fourteen (14) days of the notice. At such a hearing the Township may modify the terms of the original notice as to the deficiencies and may give an extension of time within which they shall be corrected. If the deficiencies set forth in the original notice or any modification thereof are not corrected within said thirty (30) days or any extension thereof, the Township, in order to preserve the taxable values of the Units and to prevent the Common Elements from becoming a public nuisance may enter upon the Common Elements and maintain the same for a period of one (1) year. Said maintenance by the Township shall not constitute a taking of the Common elements, nor vest in the public any rights to use the same. Before the expiration of said year, the Township shall, upon its initiative or at the request of the Association, call a public hearing upon notice to the Association or to the Unit Owners, to be held by the Board of Supervisors, or its designated agency, at which hearing the Association or the Unit Owners shall show cause why such maintenance by the Township shall not, at the option of the Township, continue for an additional year. If the Board of Supervisors, or its designated agency, determine that the Association is ready and able to maintain the Common Elements in reasonable condition, the Township shall cease to maintain the Common Elements at the end of said year. If the Board of Supervisors, or its designated agency, determine the Association its not ready and able to maintain the Common Elements in a reasonable condition, the Township may, at its discretion, continue to maintain the Common Elements for an additional year and subject to a similar hearing and determination in each year thereafter. The decision of the Township or its designated agency, shall be subject to appeal to the Court in the same manner and subject to the same limitations, as for provided by zoning appeals in the Pennsylvania Municipalities Code or any replacement statute. Any cost of such maintenance by the Township shall be assessed ratably against the Units, using such assessment formulas the Township may in its sole discretion decide, and the assessment shall become a lien on said Units. Any lien so imposed shall have priority over all other liens upon or against any Unit, whether such lien is now in existence or hereafter granted. The Township, at the time of entering upon the Common Elements for the purpose of

maintenance shall file a notice of lien in the office of the Prothonotary of Berks County upon the Units affected by the lien.

(2) The Association shall have the right to dedicate or transfer all or any part of the Common Elements or Limited Common Elements to the Township of Spring, its Municipal Authority or a public utility for such purposes and subject to such conditions as may be agreed to by Declarant, during the period of Declarant control or the Association thereafter, and the Township of Spring, its Municipal Authority or a public utility, as the case may be. No such dedication or transfer shall be effective unless an investment agreeing to such dedication or transfer is approved or signed by two thirds (2/3) of each class of Members and legally accepted or approved by the Township of Spring, its Municipal Authority, or public utility company, as the case may be or unless such dedication is required as provided in subparagraph (1) hereof. A document providing for any such dedication or transfer should be recorded in the Office of the Recorder of Deeds of Berks County.

Section 2.5. Exemptions. No Unit Owner may exempt himself, herself or itself from liabilities with respect to Common Expenses, Limited or General, by waiver of the enjoyment of the right to use any of the Common Elements or Limited Common Elements, or by abandonment of his, her or its Unit or otherwise.

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### ARTICLE III

#### COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

Section 3.1. Common Elements. The Common Elements consist of the entire Planned Community, other than the Lots, Units and the Limited Common Elements, including without limitation, the following:

- a. All roadways, parking areas, driveways, access ways, walkways, utilities infrastructure, grassed and landscaped areas and recreational areas shown on the Plot, including the tennis court, shuffleboard court and gazebo.
- b. The walking paths located on adjacent property and shown on Exhibit "D".
- c. If constructed, the sidewalk and/or planter located on property now or late of Hilda Litman in accordance with an Easement Agreement recorded in Record Book 3130, page 1780, Berks County Records.

d. All other items designated as Common Elements by the Act.

Section 3.2. Limited Common Elements:

a. The portion of the water and sewer laterals leading to a Unit, from the end of each Unit to the point of connection to the applicable sewer or water main. Therefore, Unit Owners shall be individually responsible for their respective water or sewer laterals from the point of connection to their Unit to the point of connection to the sewer or water main.

b. Unless otherwise specifically declared as a Common Element in Section 3.1 hereof, all other items attributed to the Units, as Limited Common Elements by the Act.

c. The walkways, porches, patios and driveways serving only one Unit or less than all Units shall be Limited Common Elements of the Unit or Units served by the same.

Section 3.3. Common Facilities. All Common Elements and Limited Common Elements, except as otherwise specified in the Declaration, are Common Facilities, as defined in the Act, owned by the Association. The only Controlled Facilities or Limited Controlled Facilities as defined in the Act, are the maintenance responsibilities of the Association specified in Section 2.4 hereof, as to the exterior or interior of Units, the walking paths located on property adjacent to the Planned Community and the sidewalk and stone planter on the property of Hilda Litman (if constructed) and the prohibitions regarding the Units specified in Sections 6.1 and 9.2 hereof.

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## 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 of the Act and Section 1.2 hereof, the following easements are hereby created:

4.1.1. Declarant's Use for Sales Purposes. Declarant shall have the right to maintain one or more of the Units as a model for sales purposes and to relocate such models from time to time within the Property. Declarant or its agents shall have the right to display such models to interested parties at reasonable times

until all Units in the Planned Community are sold to someone other than Declarant. Declarant or its agents and all prospective purchasers shall have the right to use the Common Elements and Limited Common Elements for access to and from the models as aforesaid.

4.1.2. Utility Easements. The Units, Common Elements and Limited Common Elements shall be, and are hereby, made subject to easements in favor of the Declarant, the Association, appropriate utility and service companies and governmental agencies or authorities for such utility and service lines and equipment as may be necessary or desirable to serve any portion of the Property. The easements created in this Section 4.1.2 shall include, without limitation, rights of Declarant, its successors or assigns, the Association, 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 and facilities (cable or otherwise), electric wires, conduits and equipment and ducts and vents over, under, through, along and on the Units, Common Elements and Limited Common Elements. This easement shall in no way affect any other recorded easements on the Units, Common Elements or Limited Common Elements. Notwithstanding the foregoing provisions of this Section 4.1.2, unless approved in writing by the Unit Owner 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, so as not to materially interfere with the use or occupancy of the Unit by its occupants. This Utility Easement shall inure to the benefit of the Declarant, its respective successors or assigns, regarding the development of additional utilities to serve the Units and Common Elements in the Convertible Real Estate and shall also inure to the benefit of the Declarant, its successors or assigns, or adjoining land owners, with the consent of Declarant regarding any future development of utilities to serve lands contiguous to but not part of the Planned Community or to serve the Withdrawable Real Estate should all or any portion of the Withdrawal Real Estate be withdrawn from the Planned Community, regardless of the use or uses to which such contiguous land or Withdrawal Real Estate shall be put by the Declarant or any other person or entity.

4.1.3. Declarant's Easement to Correct Drainage. Declarant, for itself, its successors or assigns, and the Association, reserves an easement on, over and under those portions of the Units, Common Elements, Limited Common Elements for the purpose of maintaining and correcting drainage of surface water in order to maintain reasonable standards of health, safety and appearance. The easement created by this Section 4.1.3 expressly includes the right to cut any trees,

bushes, or shrubbery, to grade the soil, or to take any other action reasonably necessary to achieve this purpose, following which the Declarant or the Association, as the case may be, shall restore the affected property as closely to its original condition as practicable.

4.1.4. Easement for Maintenance and Repair. Declarant, its successors or assigns, and the Association and their agents and employees shall have the irrevocable right and easement to have access to each Unit from time to time during reasonable hours, as may be necessary for required exterior or interior Unit repair, maintenance or replacement as specified in Section 2.4 hereof and for the inspection, maintenance, repair and replacement of any of the Common Elements or Limited Common Elements therein or accessible therefrom or in the making of any addition or improvements thereto, or to make repairs to any Unit or the Common Elements or the Limited Common Elements if such repairs are reasonably necessary for the public safety and to prevent damage to the Unit or the Common Elements or the Limited Common Elements; or to abate any violation of law, orders, rules or regulations of any governmental authority having jurisdiction thereof.

4.1.5. Easements for Ingress and Egress. There is hereby created easements for ingress and egress for pedestrian traffic over, through and across sidewalks, paths, walks, and lanes that from time to time may exist upon the Common Elements or Limited Common Elements. There is also created an easement for ingress and egress for pedestrian and vehicular traffic over, through and across such roadways, streets, driveways and parking areas as from time to time may be paved and intended for such purposes within the Planned Community. Such easements shall run in favor of and be for the benefit of the Declarant, Unit Owners or the occupants of the Units and their guests, families, tenants and invitees. There is also created an easement for ingress and egress for pedestrian, vehicular and construction traffic, in favor of Declarant, its successors or assigns, or an adjoining land owner and its successors and assigns, with the consent of Declarant, over, through and across such roadways or streets as may be developed in the Planned Community to provide access to and from either, the Withdrawable Real Estate should all or any part of the Withdrawable Real Estate be withdrawn from the Planned Community or any contiguous tract of ground not part of the Planned Community, to the public road system abutting or within the Planned Community, regardless of the use or uses to which such contiguous land or Withdrawable Real Estate shall be put by the Declarant or any other person or entity.



4.1.6. Unit Owners Easements of Enjoyment.

a. Every Unit Owner, their guests or invitees, shall have a right and easement of enjoyment in and to the Common Elements, which right and easement shall be appurtenant to and shall pass with the title to every Unit, subject to the following provisions:

(1) The right of the Association to adopt reasonable rules and regulations governing the use of the Common Elements and Limited Common Elements;

(2) The right of the Association to convey the Common Elements and Limited Common Elements or subject the Common Elements and Limited Common Elements to a mortgage, deed of trust, or other security interest, in the manner and subject to the limitations set forth in the By-laws or in the Act;

(3) All rights and easements set forth in this Declaration including, but not limited to, the rights and easements granted to the Declarant and others by this Article IV;

(4) The right of the Association to suspend the right of a Unit Owner and any resident of a Unit to use of the Common Elements or Limited Common Elements for any period during which the Unit Owner or such resident is in violation of any provision of this Declaration or the Association's Rules and Regulations or Bylaws.

b. A Unit Owner's right and easement of enjoyment in and to the Common Elements shall not be conveyed, transferred, alienated or encumbered separate and apart from his Unit. Such right and easement of enjoyment in and to the Common Elements shall be deemed to be conveyed, transferred, alienated or encumbered upon the sale of any Unit, notwithstanding that the description in the instrument of conveyance, transfer, alienation or encumbrance may not refer to such right and easement.

4.1.7. Declarant's Additional Rights and Easements.

a. Declarant for itself, its successors or assigns, hereby reserves an easement on and over the Common Elements and Limited Common Elements to construct the Common Elements, Limited Common Elements, the Units shown on the Plat and Plans, all other Improvements the Declarant deems necessary and to use the Common Elements and Limited Common Elements, for construction or renovation related purposes, including the storage of tools,

machinery, equipment, building materials, appliances, supplies and fixtures, the performance of work in the Planned Community, the right of vehicular and pedestrian ingress and egress, the right to park motor vehicles and the construction and maintenance of directional and promotion signs.

b. The Declarant, its successors or assigns, shall have the right and an easement on, over, and through the Common Elements and Limited Common Elements as may be reasonably necessary for the purpose of discharging its obligations and exercising Special Declarant Rights whether arising under the Planned Community Act, reserved in this Declaration or otherwise, including without limitation the construction, development, leasing, and sale of improvements of Units on the Convertible Real Estate and for the construction and development of additional Common Elements, or Limited Common Elements on the Convertible Real Estate. This right of way and easement shall include 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 and maintenance of models and promotional and directional signs.

c. Declarant for itself, its successors or assigns, hereby reserves the right and option, until the seventh (7th) anniversary of the recording of this Declaration, without the joinder or consent of any Unit Owner, to increase the size and dimensions of the private roadways or streets so that same can be dedicated as public streets, provided Spring Township approves of such change and dedication. In the event Declarant elects and Spring Township approves of such a change and dedication, Declarant shall have the right to relocate and increase the size of such private roadways or streets to meet the requirements of the Township of Spring for public street purposes and to also relocate or amend the location of Lots, Units, Common Elements or Limited Common Elements within the Planned Community to accommodate any change of private roadways or streets into public streets. Provided however, in no event shall such relocation change the maximum number of Units to be located within the Planned Community or any phase thereof.

d. In the event that any of the easements specified in this Section 4.1.7 or in Section 4.1.5 are exercised for the benefit of such property that is not part of the Planned Community, then Declarant or its successors or assigns shall require the owner of such property to contribute towards the cost of maintaining or repairing those private roadways or streets of the Planned Community used for the benefit of such property not part of the Planned

Community, so that such use of the private roadways or streets does not increase the amount the Association would normally budget for maintenance or repair of the private roadways and streets within the Planned Community.

4.1.8. Limited Common Elements Easement in Favor of Unit Owners. The Limited Common Elements shall be subject to the following easements in favor of the Units benefited:

a. For the installation, repair, maintenance, use, removal or replacement of pipes, ducts, heating and air conditioning systems, electrical, telephone and other communication wiring cables and all other utility lines and conduits which are a part of or serve any Unit and which pass across or through a portion of the Limited Common Elements.

4.1.9. Easement to Construct Sidewalk and/or Planter. The Declarant, the Association, or their respective successors or assigns have been granted an easement to construct, if Declarant and/or Association so elect, and to maintain a sidewalk and/or stone planter on the property now or formerly of Hilda Litman, which is adjacent to the Planned Community along Meridian Boulevard, which sidewalk may be used by Unit Owners, in common with Hilda Litman and her respective heirs, administrators, successors and assigns.

4.1.10. Unit Easement. In the event any reasonable portion of a Unit encroaches upon the Common Elements or a Limited Common Element, as a result of lawful construction, repair, reconstruction, shifting, settlement or movement, an easement shall exist for such encroachment so long as such encroachment exists.

4.1.11. Easement Over Acorn Drive. Declarant, for itself, its successors and assigns, and the Association, reserves a perpetual easement on, over, across, and under Acorn Drive, as shown on the Plat, for the benefit of the owners, occupiers, tenants and subtenants, and their respective mortgagees, of the tract of land known as either Convertible Real Estate or Withdrawable Real Estate (defined in Sections 14.1 and 15.1 hereof), regardless of the type of use made from time to time of said tract of land and regardless of whether or not said tract of land is converted to Units, Common Elements, or Limited Common Elements. Said easement shall provide ingress, egress and regress between said tract of land (including the improvements to be constructed thereon) and Meridian Boulevard and shall also permit all types of utility lines and appurtenances to be located therein.

## ARTICLE V

### AMENDMENT OF DECLARATION

Section 5.1. 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.

Section 5.2. Rights of Secured Lenders. Subject to the limitations imposed by Section 5221 of the Act and except as set forth herein, no amendment of this Declaration may be made without the prior written approval of all recordholders of Permitted Mortgages, including Permitted Mortgages on Units, if and to the extent that such approval is required by the Act or if and to the extent that such amendment would have the effect of (i) terminating or abandoning the Planned Community (except for termination or abandonment as a result of a taking of all the Lots and Units by eminent domain); (ii) abandoning, encumbering, selling or transferring the Common Elements or Limited Common Elements; (iii) partitioning or subdividing any Lot or Unit or the Common Elements or the Limited Common Elements; or (iv) changing the share of the General Common Expense Liability or voting rights of any Unit Owners. The granting of an easement for public utilities or for other public purposes consistent with the intended use of the Common Elements or the Limited Common Elements shall not be deemed to be a transfer within the meaning of this Section.

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## ARTICLE VI

### RESTRICTIONS ON USE AND OCCUPANCY OF UNITS, COMMON ELEMENTS AND LIMITED COMMON ELEMENTS AND ENFORCEMENT THEREOF

Section 6.1. Use and Occupancy Conditions and Restrictions. The occupancy and use of the Lots, Units, Common Elements and Limited Common Elements shall be subject to the following conditions and restrictions:

a. Units may be used only for residential purposes, except for the model Units maintained by Declarant which may be used for sales purposes as provided in Section 4.1.1 hereof.

b. No Unit Owner shall do any work which would affect or alter any of the Common Elements, or Limited Common Elements or jeopardize the soundness or safety of the Planned Community, or impair any easement.

c. There shall be no additional Lots or Units created by any subdivision or conversion of the Lots or Units presently in existence or to be constructed in the future.

d. Without the prior written consent of the Association, no Unit Owner shall do anything to change the exterior appearance of his Unit; such changes shall include, but not be limited to, changing the color or style of the brick, windows, window frames, exterior doors or storm doors, concrete, railings, doorways or exterior paint, placing awnings or shades (except awnings and shades the color and type of which shall be approved by the Architectural Control Committee) on outside patios and balconies and laying outside carpeting (except carpeting the color and type of which shall be approved by the Architectural Control Committee) on patio or balcony floors and screening patios or balconies (except in colors and type of construction approved by the Architectural Control Committee).

e. No Unit Owner or any other person, firm or corporation shall build or cause to be built any addition or structure, whether or not owned by him, or any other manner or thing which alters the height of the structure, the area covered by the structure, or the use, without first having obtained the consent of the Architectural Control Committee.

f. No Unit Owner or any other person or persons acting under him shall use any object or thing which creates noise, smoke, odor, soot or vibrations in any manner as to disturb the other Unit Owners or lawful users of the Planned Community, nor shall they have any signs, flags, banners, pennants, flashing lights, wire, clothes or unsightly object beyond the exterior walls of their Unit so that they are in any way visible from the outside; provided, however, that American flags and other decorative flags shall be permitted to be flown or hung and provided further that lights of a steady or flashing nature will be permitted to be used during the year-end holiday season.

g. No outdoor radio or television antennas shall be permitted to be installed on a Lot or attached to a Unit, provided, however, satellite dishes, in accordance with parameters established pursuant to the Rules and Regulations, shall be permitted.

h. No device of any kind shall be placed upon any of the Common Elements or Limited Common Elements, except those specifically approved by the Architectural Control Committee. The Association, shall have the power to remove any such sign or device, not approved by the Architectural Control Committee and to charge to the person or persons causing the erection of the same the cost thereof. In the event that the person so responsible cannot be ascertained or funds cannot be collected, then the same shall be paid from the Association's funds.

i. In the event of a fire or any other catastrophe which damages a Unit, the Unit Owner of said Unit shall restore said Unit to the same condition as when destroyed, using the same or substantially the same material, architectural style, position area, height and location and to provide lateral support pending construction, if necessary. All such construction and reconstruction shall first be subject to the Architectural Control Committee's approval in writing and the Unit Owner agrees that any proceeds from any insurance policies shall be held by such Owner for that purpose.

j. No Unit Owner shall allow any pets or animals to roam at large beyond the confines of the exterior of such Owner's Lot, and in no event will any pet of any kind or nature, other than dogs, cats and other domesticated household pets, be brought upon or housed in a Unit, or on a Lot. No pets or animals, whether under control or leash or otherwise, shall at any time create a nuisance by the discharge of bodily wastes on any part of such Owner's Lot or any other part of the Planned Community.

k. No boats, commercial or other non-passenger automobiles, vans, jeeps, trailers or vehicles of any type and no unlicensed vehicles are permitted on the Common Elements, Limited Common Elements or Unit driveways, unless such vehicle is being used by a person who is actually performing work or making repairs at a Unit on a temporary basis.

l. All Unit Owners whose Units have individual garages shall park their vehicles in the garage or driveway serving such Unit and not on other Common Elements or Limited Common Elements designated for parking, which shall be for the use of Unit Owners who do not have garages in their Units. Each Unit Owner shall have the use of one (1) but not more than two (2) parking spaces as the same are available on the Common Elements, which space or spaces shall be as near and convenient to an Owner's Unit as reasonably possible. Such spaces, however, shall not be permanently assigned without express approval of the Association.

m. All leases between Unit Owners and any lessee of a Unit shall be in writing and shall provide that such lease and the lessee shall be subject in all respects to this Declaration and any failure of lessee to comply with the terms of this Declaration shall constitute a default under such lease.

n. Nothing herein contained shall be construed to permit any Unit Owner or group of Unit Owners to build, plant, or maintain any manner or thing upon, over or under the Common Elements or Limited Common Elements, except with the express permission of the Architectural Control Committee in writing first had and obtained, nor to permit any Unit Owner to place trash, garbage, excess materials of any kind on or about the Common Elements or Limited Common Elements, nor to burn, chop or cut anything on, over or above the Common Elements or Limited Common Elements, nor to transfer any right herein contained except to a subsequent grantee of a Unit who then and there remains a bona fide, legal occupier thereof.

o. All Units shall be subject to the additional restrictions specified in Article IX hereof.

p. Any breach of the covenants and restrictions specified herein shall be subject to all the provisions of this Declaration without limiting any other power contained herein and to the provisions of Section 6.4 hereof. Furthermore, the Association shall have the right to establish a fine system and to levy and collect a fine from any Unit Owner who violates any provision hereof and such fine shall become a lien on such Owner's Unit in the event it is not paid in the same manner as other charges or assessments established by the Association hereunder or pursuant to the Act may become liens upon a Unit.

q. Reasonable Rules and Regulations, not in conflict with the provisions of this Declaration, concerning the use and enjoyment of the Planned Community may be promulgated from time to time by the Executive Board, subject to the right of the 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. The Association shall have the right to charge reasonable admission or other fees for the use of any active recreational facility which is part of the Common Elements.

Section 6.2. Persons Entitled to Use Common Elements. Except as their use may otherwise be limited by this Declaration or the Bylaws, each Unit Owner, tenant and occupant of a Unit and the family members and guests, agents and

contractors of such Unit Owner, may use the Common Elements in common with all Unit Owners and, tenants or occupants of other Units and their respective family members, guests, agents and contractors, in accordance with the provisions for which they are intended without hindering or encroaching upon the lawful rights of the other Unit Owners.

Section 6.3. Enforcement Methods. The Association shall have the power, at its option, to enforce the terms of this Declaration or any Rule or Regulation promulgated pursuant hereto, by any or all of the following: self-help, by imposing fines or penalties against any violating party; by sending notice to the offending party to cause certain things to be done or undone; by restoring the Planned Community to its original condition, charging the breaching party with the entire cost, or any part thereof, treating the same as a user charge or assessment in default; by towing any vehicles or boats which are in violation of Section 6.1(k) and (l) and Section 9.3 hereof, and charging the cost thereof against the owner, lessee or user of such boat, trailer vehicle; by taking any other action specified in the Act or before any court, summary or otherwise, as may be provided by law; by complaint to duly constituted governmental authorities; by barring the use of the Common Elements or Limited Common Elements to the violating party and treating him as a trespasser; or by taking any other reasonable step necessary to protect the Planned Community. The foregoing shall be construed to be in addition to any other powers granted under the Act or herein, and not in limitation thereof.

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## ARTICLE VII

### MORTGAGES

Section 7.1. Permitted Mortgages. A Unit Owner, other than the Declarant, or the Executive Board, may not voluntarily encumber or subject his, her or its Unit to any lien, other than to the lien of a Permitted Mortgage. Whether or not they expressly so state, all such Permitted Mortgages and the obligations secured thereby shall be deemed to provide, generally, that the Permitted Mortgage, and the rights and obligations of the parties thereto, shall be subject to the terms and conditions of the Act and this Declaration and shall be deemed to provide specifically, but without limitation, that the Permitted Mortgagee shall have no right (a) for mortgages encumbering Units, to participate in the decision with insurers as to whether or not or how to repair or restore damage to or destruction of such Units, or (b) to accelerate the mortgage debt or to have any other remedies by virtue of waste or alleged waste or other conditions occurring on



the Property other than within the affected Unit, and (c) the obligation secured shall be prepayable, without penalty, upon the happening of any termination of the Planned Community or determination not to restore or replace the affected Unit. No Unit Owner shall deliver any Permitted Mortgage, or any obligation to be secured thereby, unless it has first notified the Executive Board of the name and address of the proposed Permitted Mortgagee and of the amount of the debt proposed to be so secured. When such a Permitted Mortgage is delivered to the Permitted Mortgagee, the Unit Owner shall simultaneously provide executed or conformed copies thereof to the Executive Board. Upon receipt of such copy of a Permitted Mortgage, the Secretary of the Executive Board shall instruct the insurer of the Property to add the name of the Permitted Mortgagee to the mortgagee loss payable provision of the hazard insurance policy covering the Property and to provide such Permitted Mortgagee with a Certificate of Insurance showing that the Permitted Mortgagee's name has been so added. The lien of any purported mortgage which does not comply with all the requirements of this Article VII shall not attach to or affect the Property or any part thereof or interest therein and shall be of no force and effect as and to the extent that it purports to relate thereto. The Secretary shall maintain a register of such Permitted Mortgages, showing the names and addresses of the Permitted Mortgagees and the amount secured thereby.

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## ARTICLE VIII

### LEASING

Section 8.1. Permitted Leases. A Unit Owner or the Declarant for any Units it owns may lease or sublease his, her or its Unit (but not less than the entire Unit) at any time and from time to time provided that (except for a lease or sublease made by (i) the Declarant or (ii) a Permitted Mortgagee which is either in possession or is a purchaser at judicial sale): (1) no Unit may be leased or subleased for transient or hotel purposes or for an initial term of less than one (1) year; (2) no Unit may be leased or subleased without a written lease or sublease; (3) a copy of such lease or sublease shall be furnished to the Executive Board within ten (10) days after execution thereof; and (4) the rights of any lessee or sublessee of Unit shall be subject to, and each such lessee or sublessee shall be bound by, the covenants, conditions and restrictions set forth in the 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 General

Common Expense or Limited Expense assessments on behalf of the Owner of that Unit.

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## ARTICLE IX

### ARCHITECTURAL CONTROL; PROTECTIVE COVENANTS

Section 9.1. Architectural Control. Except for any original construction by Declarant, no building, fence, wall, improvement or other structure shall be commenced, erected, maintained or used upon any Lot, Unit, Common Element or Limited Common Element, nor shall any exterior addition to or change or alteration thereof be made, including any alteration to the original exterior materials and colors or shades of colors of the Unit, until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing by the Executive Committee of the Association, or by an Architectural Control Committee (hereinafter referred to as the "Architectural Control Committee") comprised of three (3) or more representatives appointed by the Executive Committee. In the event a separate Architectural Control Committee is not appointed by the Executive Committee, the Executive Committee shall act as the Architectural Control Committee for the purposes of this Declaration. The Architectural Control Committee shall consider, among other things, harmony of the external design of the Units.

Any proposed change by any Unit Owner, other than Declarant in the existing color or finish of any exterior surface or roof of any Unit shall also be submitted to and approved as above provided. Whether proposed exterior maintenance constitutes a change within the meaning of this section shall be determined by the Architectural Control Committee or a simple majority thereof whose decision in this regard shall be final without right of appeal. In the event the Architectural Control Committee fails to approve or disapprove such change, design, color, and location within sixty (60) days after said plans and specifications have been submitted to it, approval shall be deemed to have been denied. The first order of business of the Architectural Control Committee shall be to establish standards by which requested changes shall be judged.

Section 9.2. Protective Covenants. Without intending to limit the generality of the foregoing provisions of Section 9.1 of this Article IX, the following restrictions are imposed as a common scheme upon all Units:

a. no garbage, refuse, rubbish, or cutting shall be deposited on any Lot, street, sidewalk, parking area, Common Element or Limited Common Element but shall be placed in appropriate sealed vinyl trash bags or cans and deposited in the refuse collection area designed by the Association.

b. no drying or airing of any clothing or bedding or other articles of any kind shall be permitted outdoors on a Lot, Unit or any portion of the Common Elements or Limited Common Elements, and clothes handling devices such as lines, reels, poles, frames, etc., shall not be erected;

c. no noxious, unsightly, or offensive activity, including vehicle repairs, shall be conducted on any Lot, Unit or on any portion of the Common Elements or Limited Common Elements or by any Unit Owner, nor shall anything be permitted to be done thereon which may be or may become an annoyance or nuisance to the residents of the Planned Community;

d. no fence, wall, building, or other structure shall be commenced, erected, or maintained in any portion of the a Lot, Common Element or Limited Common Element (except those construction by the Declarant);

e. no sign of any kind, other than signs erected and maintained by the Declarant, shall be displayed to the public view on a Lot or Unit, except for one (1) "for sale" or "for rent" sign, and if permitted by the Township of Spring Zoning Ordinance as it is from time to time amended, one (1) sign containing not more than thirty (30) square inches identifying the Lot or Unit. Declarant notes that the zoning regulations of the Township of Spring, in effect at the time of the recording of this Declaration, permit no residential signs other than identifying address numerals;

f. except for construction by Declarant, the existing slope or configuration of any Lot shall not be altered, nor shall any structure, retaining wall, planting, or other activity be taken which retards, changes, or otherwise interferes with the natural flow of surface or drainage waters, or which creates erosion or sliding problems;

g. no storage of above ground gas or liquid storage tanks, materials or equipment is permitted; provided however, storage of firewood, gas or charcoal grills on porches or patios of Units is permitted;

h. access shall not be in any way prevented to nor shall any items or materials be stored or placed in those areas designated as public utility areas on the Plat or recorded subdivision plan for the Planned Community;

i. no above ground swimming pools or outside storage sheds shall be permitted;

j. there shall be no obstruction of the Common Elements or Limited Common Elements nor shall anything be stored in the Common Elements or Limited Common Elements without the prior consent of the Architectural Control Committee except as herein expressly provided. The maintenance, repair and replacement of any or all of the exterior surfaces of the Unit shall be subject to the Rules and Regulations of the Executive Board.

Section 9.3. No Parking Areas. The Association shall have the right to establish and enforce "No Parking" areas on the private streets and roadways within the Planned Community. The Association may request the assistance of and/or or delegate the enforcement of such parking regulations to the Police Department of The Township of Spring or its successors or assigns.

## ARTICLE X

### BUDGETS; COMMON EXPENSES; ASSESSMENTS AND ENFORCEMENT

Section 10.1. Quarterly Payments. All General Common Expense and Limited 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 a quarterly basis payable in quarterly installments (rather than on an annual basis payable in quarterly installments) which shall be due and payable in advance on the first day of January, April, July and October. Special assessments shall be due and payable in one or more monthly payments, in advance, on the first day of each month, as determined by the Executive Board.

Section 10.2. Subordination of Certain Charges. Any fees, charges, late charges, fines and interest which may be levied by the Association pursuant to Sections 5302(a)(10)(11) and (12) of the Act, shall be subordinate to the lien of a Permitted Mortgage, including a Permitted Mortgage on a Unit.

Section 10.3. Surplus. The budget of the Association shall segregate Limited Expenses from General Common Expenses. Any amounts accumulated from assessment for Limited Expenses and income from the operation of Limited Common Elements to which such Limited Expenses pertain in excess of the amount required for actual Limited Expenses and reserves for future Limited Expenses shall be credited to each Lot Owner or Unit Owner paying a share of such Limited Expenses in proportion to the share of such Limited Expenses paid

by each such Lot Owner Unit Owner, said credits to be applied to the next monthly assessments of Limited Expenses due from said Lot Owner or Unit Owners under the current fiscal year's budget, and thereafter, until exhausted. Any amounts accumulated from assessments for General Common Expenses and income from the operation of the Common Elements to which the General Common Expenses pertain in excess of the amount required for actual General Common Expenses and reserves for future General Common Expenses shall be credited to each Lot Owner or Unit Owner in accordance with Percentage Interests, said credits to be applied to the next monthly assessments of General Common Expenses due from said Lot Owners or Unit Owners under the current fiscal year's budget, and thereafter, until exhausted.

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## ARTICLE XI

### RIGHTS OF PERMITTED MORTGAGEES

Section 11.1. Reports and Notices. 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 the following as designated in the request:

- a. Copies of budgets, notices of assessment, or any other notices or statements provided under this Declaration by the Executive Board to the Owner of the Lot or Unit covered by the mortgage.
- b. Any audited or unaudited financial statements of the Association which are prepared for the Association and distributed to the Lot or Unit Owners.
- c. Copies of notices of meetings of the Lot and Unit Owners and the right to designate a representative to attend such meetings.
- d. Notice of the decision of the Lot and Unit Owners to make any material amendment to this Declaration.
- e. Notice of substantial damage to or destruction of any Unit (the repair of which could cost in excess of \$1,000) or any part of a Limited Common Element (the repair of which would cost in excess of \$2,000.00) or any part of the Common Elements (the repair of which would cost in excess of \$10,000).

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

g. Notice of any default by a Unit Owner subject to the mortgage, when such default is not cured by the Unit Owner within thirty (30) days after giving of notice by the Association to the Unit Owner of the existence of the default.

h. The right to examine the books and records of the Executive Board and/or Association at any reasonable time.

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

The request of a 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 by a mortgagee hereunder.

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

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## ARTICLE XII

### DECLARANT'S RIGHTS

#### Section 12.1. Control.

12.1.1. Declarant's Right to Control. Until the 60th day after conveyance of 25% of the Units to Unit Owners other than Declarant, Declarant shall have the right to appoint and remove any and all officers and members of the Executive Board. Declarant may not unilaterally remove any members of the Executive Board elected by Unit Owners other than Declarant.

12.1.2. Declarant's Partial Control. Not later than 60 days after conveyance of 25% of the Units to Unit Owners other than Declarant, one (33-1/3%) of the three members of the Executive Board shall be elected by Unit Owners other than Declarant.

12.1.3. Association's Right to Control. Not later than the earlier of (i) seven (7) years after the date of the recording of this Declaration, or (ii) 180

days after conveyance of 75% of the Units to Unit Owners other than Declarant, all members of the Executive Board appointed by Declarant shall resign, and the Unit Owners (including Declarant for Units still owned by Declarant) shall elect a new three member Executive Board.

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## ARTICLE XIII

### LIMITATION OF LIABILITY

Section 13.1. Limited Liability of the Executive Board. The Executive Board, and its members in their capacity as members, officers and employees:

a. Shall not be liable for the failure of any service to be obtained by the Executive Board and paid for by the Association, or for injury or damage to Persons or property caused by the elements or by another Unit Owner or Person on the Property, or resulting from electricity, gas, water, rain, dust or sand which may leak or flow from the outside or from any part of the Common Elements or Limited Common Elements, or from any of its pipes, drains, conduits appliances, or equipment, or from any other place unless in each such instance such injury or damage has been caused by the willful misconduct or gross negligence of the Association or the Executive Board;

b. Shall not be liable to the Unit Owners as a result of the performance of the Executive Board members' duties for any mistake of judgment, negligence or otherwise, except for the Executive Board members' own willful misconduct or gross negligence;

c. Shall have no personal liability in contract to a Unit Owner or any other person or entity under any agreement, check, contract, deed, lease, mortgage, instrument or transaction entered into by them on behalf of the Executive Board or the Association in the performance of the Executive Board members' duties;

d. Shall not be liable to a Unit Owner, or such Unit Owner's tenants, employees, agents, customers or guests, for loss or damage caused by theft of or damage to personal property left by such Unit Owner or his tenants, employees, agents, customers or guests in a Unit, or in or on the Common Elements or Limited Common Elements, except for loss or damage caused by the Executive Board members' own willful misconduct or gross negligence;

e. Shall have no personal liability in tort to a Unit Owner or any other person or entity, direct or imputed, by virtue of acts performed by or for them, except for the Executive Board members' own willful misconduct or gross negligence in the performance of their duties; and

f. Shall have no personal liability arising out of the use, misuse or condition of the Units or Common Elements or Limited Common Elements, or which might in any other way be assessed against or imputed to the Executive Board members as a result of or by virtue of their performance of their duties, except for the Executive Board members' own willful misconduct or gross negligence.

Section 13.2. Indemnification. Each member of the Executive Board, in such member's capacity as an Executive Board member, officer or both, shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon such member in connection with any proceeding in which such member may become involved by reason of his or her being or having been a member and/or officer of the Executive Board, or any settlement of any such proceeding, whether or not such member 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 willful misconduct or gross negligence in the performance of such member's duties; 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 such member is then an Executive Board member) approves such settlement and reimbursement as being in the best interests of the Association; and provided further that, indemnification hereunder with respect to any criminal action or proceeding is permitted only if such Executive Board member and/or officer had no reasonable cause to believe such member's conduct was unlawful. The indemnification by the Unit Owners set forth in this Section 13.2 shall be paid by the Association on behalf of the Unit Owners and shall constitute a General 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.

Section 13.3. Defense of Claims. Legal actions commenced against the Association, the Executive Board or the officers, employees or agents thereof in their respective capacities as such, or the Planned Community as a whole, shall be referred to the Executive Board of the Association, which shall promptly give written notice thereof to the Unit Owners and such actions shall be defended by the



Association. The Unit Owners and the holders of mortgages on Units shall have no right to participate in such defense other than through the Association.

Section 13.4. Insurance Alternative. The Executive Board may obtain insurance to satisfy the indemnification obligation of the Association and all Unit Owners set forth in Section 13.2. above.

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## ARTICLE XIV

### CONVERTIBLE REAL ESTATE

Section 14.1. Reservation. Declarant hereby explicitly reserves an option, until the seventh (7th) anniversary of the recording of this Declaration, to convert all or any portion of the Convertible Real Estate (herein defined) to Units, Common Elements, or Limited Common Elements, from time to time in compliance with Section 5211 of the Act without the consent of any Unit Owner or mortgagee. Any Common Elements or Limited Common Elements created within the Convertible Real Estate shall be Common or Limited Common Facilities and the only Controlled or Limited Controlled Facilities created therein shall be the maintenance responsibilities of the Association or prohibitions regarding the Units as specified in Sections 2.4, 6.1 and 9.2 hereof. This option to convert shall be terminated prior to such anniversary only upon the filing of an amendment to this Declaration by the Declarant. Declarant, its successors or assigns, expressly reserves the right for itself to convert any or all portions of the Convertible Real Estate at any time, at different times, in any order, without limitation and without any requirement that any other real estate be converted, added or withdrawn; provided, however, that the Convertible Real Estate shall not exceed the area shown as such on the Plat and Plans and described as such in Exhibit E, attached hereto. There are no other limitations on the option to convert the Convertible Real Estate.

Section 14.2. Assurances. If the Convertible Real Estate is converted, at such time as it is completely converted, the maximum number of Units in the Planned Community, in the aggregate, will be no more than one hundred thirty three (133). All Units to be constructed within the Convertible Real Estate and the Common Elements or Limited Common Elements contained therein will be compatible in qualify, size, materials, architectural style and structure with the Units and the Common Elements or Limited Common Elements and other portions of the Planned Community. There shall be no more than twenty-eight (28) Units constructed in the Convertible Real Estate. All restrictions in this Declaration

affecting use, occupancy and alienation of Units shall apply to Units created within the Convertible Real Estate. No assurances are made as to any other improvements and the Common Elements or Limited Common Elements to be made or created in the Convertible Real Estate. In the event additional Units are added to the Planned Community, their share of the General Common Expenses shall be apportioned on the same basis as the original Units, as set forth in Section 2.1 hereof.

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## ARTICLE XV

### OPTION TO WITHDRAW REAL ESTATE

Section 15.1. Reservation. Declarant hereby explicitly reserves an option, until the seventh (7th) anniversary of the recording of this Declaration, to withdraw the Withdrawable Real Estate (herein defined) from the Planned Community from time to time in compliance with Section 5212 of the Act, without the consent of any Unit Owner or mortgagee. This option to withdraw may be terminated prior to such anniversary only upon the filing of an amendment to this Declaration by the Declarant. Declarant expressly reserves the right to withdraw any or all portions of the Withdrawable Real Estate at any time, at different times, in any order, without limitation and without any requirement that any other real estate be withdrawn, added or converted, except as set forth in Section 5212 of the Act; provided, however, that the Withdrawable Real Estate shall not exceed the area described as such in Exhibit F, attached hereto. No portion of the Withdrawable Real Estate will be withdrawn if any Units exist thereon. There are no other limitations on this option to withdraw Withdrawable Real Estate from the Planned Community. In the event any Withdrawable Real Estate is withdrawn, none of the assurances and restrictions in this Declaration regarding such Withdrawable Real Estate shall apply and Declarant and his successors shall be free to develop and use such Withdrawable Real Estate without restriction, for any lawful purpose, including but not so limited to any commercial use or development approved by Spring Township.

## ARTICLE XVI

### COMPLETION OF IMPROVEMENTS, FACILITIES, COMMON ELEMENTS OR LIMITED COMMON ELEMENTS

Section 16.1. Completion Certificate. Any portion of the Planned Community or any improvement, facility, Common Element or Limited Common Element described in this Declaration or shown on the Plat and Plans will be deemed to be completed upon the recording of a certificate executed by an independent surveyor, architect or professional engineer, providing that the portion of the Planned Community or any such improvement, facility, Common Element or Limited Common Element is substantially completed in accordance with the descriptions set forth in the Declaration, the Plat or Plans or the Public Offering Statement so as to permit the use of the same for their intended use.

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## ARTICLE XVII

### NOTICE

Section 17.1. Notice. All notices required by the Act shall be sent or delivered as specified therein and all notices required by this Declaration and not specified as to type of delivery in the Act, shall be deemed to be properly served if delivered personally or sent by registered or certified United States mail, return receipt request, to the Declarant at 825 Berkshire Boulevard, Wyomissing, Pennsylvania 19610, or to a Unit Owner at his or her particular Unit or at such other address as Declarant, Association or a Unit Owner may designate by notice pursuant hereto from time to time. Date of service by mail shall be the date on which such notice or writing is deposited in a post office of the United States Post Office Department.

IN WITNESS WHEREOF, Oak Hill at Spring Ridge, Inc. has caused this Declaration to be signed this 21 day of August, 2000.

THE VILLAGES OF SPRING RIDGE II,  
INC., a Pennsylvania corporation

By \_\_\_\_\_

Attest: \_\_\_\_\_

COMMONWEALTH OF PENNSYLVANIA

:

:SS.

COUNTY OF BERKS

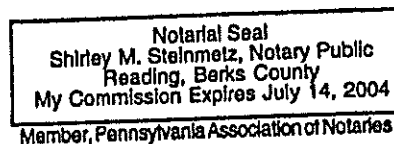
:

On this 21<sup>st</sup> day of August, 2000, before me, a notary public, the undersigned officer, personally appeared Stephen J. Najarian, who acknowledged himself to be President of THE VILLAGES AT SPRING RIDGE II, INC., a Pennsylvania corporation, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such officer.

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



Shirley M. Steinmetz  
Notary Public



## CONSENT AND JOINDER

Millennium Bank the holder of a first-lien Mortgage on the Property which is the subject of the Declaration to which the Consent and Joinder is attached, which Mortgage is recorded to Mortgage Book Number \_\_\_\_\_, Page \_\_\_\_\_, Berks County Records hereby consents to the recording of this Declaration of Oak Hill at Spring Ridge and hereby agrees that its Mortgage shall be subordinate and subject to all of the terms, conditions and rights and easements specified in said Declaration.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the undersigned has caused this Consent to be executed this 21<sup>st</sup> day of August, 2000.

MILLENNIUM BANK

By:   
Managing Director

COMMONWEALTH OF PENNSYLVANIA

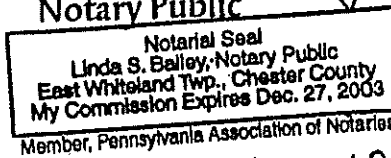
:  
: SS

COUNTY OF BERKS

On this 21<sup>st</sup> day of August 2000, before me, a notary public, Thomas M. Miller, personally appeared, who acknowledged self to Managing Director of MILLENNIUM BANK, a Pennsylvania corporation, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such officer.

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

Linda S. Bailey  
Notary Public



My commission expires: 12-27-03

POOR ORIGINAL

83778.1

POOR ORIGINAL

DESCRIPTION OF 18.971 ACRES, "OAK HILL AT SPRING RIDGE,"  
SPRING TOWNSHIP, BERKS COUNTY, PENNSYLVANIA

ALL THAT CERTAIN tract or piece of land located on the West side of Meridian Boulevard as shown on the Final Land Development Plan of "Oak Hill at Spring Ridge," recorded in PBV 238, page 16, Berks County Records, situate in the Township of Spring, County of Berks, Commonwealth of Pennsylvania, being more fully bounded and described as follows to wit:

BEGINNING at a steel pin on the West right-of-way line of Meridian Boulevard (85' wide), a corner in common with Lot No. 3 of the "Commerce Center at Spring Ridge", said point being the southeasternmost corner of the herein described tract of land;

THENCE EXTENDING in a southwesterly direction along Lot No. 3 of the "Commerce Center at Spring Ridge," on a line bearing South thirty-nine degrees fifty-three minutes eight seconds West (S.39°53'08"W.) a distance of two hundred ninety-five feet and fifty-seven hundredths of one foot (295.57') to a steel pin a corner of Lot No. 6 of the "Commerce Center at Spring Ridge".

THENCE EXTENDING in a southwesterly direction along Lot No. 6 the two (2) courses and distances to wit:

1. On a line bearing South seventy-six degrees seventeen minutes twenty seconds West (S.76°17'20"W.) A distance of seventy-six feet and twenty hundredths of one foot (76.20') to a steel pin;
2. On a line bearing South fifty-eight degrees three minutes nine seconds West (58°03'09"W.) A distance of two hundred forty-six feet and sixty-two hundredths of one foot (246.62') to a steel pin a corner of Spring Ridge Residential Development, Phase II, PBV 201, page 40;

THENCE EXTENDING along the Spring Ridge Residential Development, Phase II the eight (8) courses and distances to wit:

1. In a northwesterly direction on a line bearing North eighteen degrees thirty-four minutes nineteen seconds West (N.18°34'19" W.) a distance of ninety-one feet and sixty-three hundredths of one foot (91.63') to a steel pin;
2. In a northwesterly direction on a line bearing North forty-two degrees sixteen minutes twenty-five seconds West (N. 42°16'25" W.) a distance of ninety-seven feet and sixty-five hundredths of one foot (97.65') to a steel pin;
3. In a northeasterly direction on a line bearing North twenty-six degrees fifty-one minutes fourteen seconds East (N. 26°51'14" E.) a distance of three hundred seventy-six feet and sixty hundredths of one foot (376.60') to a steel pin;
4. In a northwesterly direction on a line bearing North sixty-three degrees eight minutes forty-six seconds West (N. 63°08'46"W.) A distance of three hundred sixty-seven feet and sixty-nine hundredths of one foot (367.69') to a steel pin;

POOR ORIGINAL

POOR ORIGINAL

83778.1

5. In a northeasterly direction on a line bearing North nine degrees forty-six minutes thirty-four seconds East (N.  $09^{\circ}46'34''$ E.) A distance of one hundred sixteen feet and forty-eight hundredths of one foot (116.48') to a steel pin;
6. In a northwesterly direction on a line bearing North fourteen degrees twenty-five minutes thirteen seconds West (N.  $14^{\circ}25'13''$ W.) A distance of one hundred eighty-five feet and thirty-four hundredths of one foot (185.34') to a steel pin;
7. In a northwesterly direction on a line bearing North thirty-eight degrees sixteen minutes thirteen seconds West (N.  $38^{\circ}16'13''$ W.) a distance of one hundred sixty-eight feet and ninety-one hundredths of one foot (168.91') to a steel pin;
8. In a northwesterly direction on a line bearing North fifty degrees twenty-one minutes twenty-seven seconds West (N.  $50^{\circ}21'27''$ W.) A distance of thirty-eight feet and ninety-six hundredths of one foot (38.96') to a steel pin a corner of property belonging to Arthur J. Strunk and Kathryn J. Strunk, his wife;

THENCE EXTENDING in a northeasterly direction partially along the Strunk property and partially along the residue area belonging to Spring Ridge Holdings, Inc. on a line bearing North thirty-nine degrees forty-one minutes eight seconds East (N.  $39^{\circ}41'08''$ E.) A distance of six hundred forty-six feet and forty-five hundredths of one foot (646.45') to a steel pin corner in common with Lot No. 17 and Lot No. 3 on the Final Plan of "Meridian Properties, Inc.";

THENCE EXTENDING in a southeasterly direction along Lot No. 3 on a line bearing South forty-five degrees five minutes sixteen seconds East (S.  $45^{\circ}05'16''$ E.) A distance of seven hundred ninety feet and sixty-two hundredths of one foot (790.62') to a point in a curve on the West right-of-way line of Meridian Boulevard;

THENCE EXTENDING in a southwesterly direction along the West right-of-way line of Meridian Boulevard and along a curve deflecting to the left having a radius of seven hundred sixty-two feet and fifty hundredths of one foot (762.50'), a central angle of fifty-three degrees nine minutes twenty-nine seconds ( $53^{\circ}09'29''$ ), a tangent of three hundred eighty-one feet and forty-eight hundredths of one foot (381.48'), a chord of six hundred eighty-two feet and thirty-three hundredths of one foot (682.33'), a chord bearing of South seven degrees thirty minutes fifty-one seconds and five tenths of one second West (S.  $07^{\circ}30'51.5''$ W) and a distance along the arc of seven hundred seven feet and forty-three hundredths of one foot (707.43') to the Place of BEGINNING.

CONTAINING IN AREA eighteen acres and nine hundred seventy-one thousandths of one acre (18.971).

BEING THE SAME PREMISES which Spring Ridge Holdings, Inc., a Pennsylvania corporation, by its Deed dated September 30, 1999 and recorded in the Office of the Recorder of Deeds in Record Book Volume 3130, page 1773, granted and conveyed unto The Villages of Spring Ridge II, Inc., a Pennsylvania corporation, in fee.

VL3235P61750



UNIT IDENTIFYING NUMBERSTYLE

101 Oak Hill Lane	Clermont I
102 Oak Hill Lane	Ashford
103 Oak Hill Lane	Brussels
104 Oak Hill Lane	Brussels
105 Oak Hill Lane	Ashford
106 Oak Hill Lane	Clermont I
119 Oak Hill Lane	Clermont I
120 Oak Hill Lane	Ashford
121 Oak Hill Lane	Brussels
122 Oak Hill Lane	Brussels
123 Oak Hill Lane	Ashford
124 Oak Hill Lane	Clermont I
107 Oak Hill Lane	Clermont I
108 Oak Hill Lane	Ashford
109 Oak Hill Lane	Brussels
110 Oak Hill Lane	Brussels
111 Oak Hill Lane	Ashford
112 Oak Hill Lane	Clermont I
113 Oak Hill Lane	Clermont II
114 Oak Hill Lane	Ashford
115 Oak Hill Lane	Brussels
116 Oak Hill Lane	Brussels
117 Oak Hill Lane	Ashford
118 Oak Hill Lane	Clermont II
321 Oak Hill Lane	Kingston
322 Oak Hill Lane	Dublin
323 Oak Hill Lane	Dublin
324 Oak Hill Lane	Kingston
317 Oak Hill Lane	Julian
318 Oak Hill Lane	Dublin
319 Oak Hill Lane	Dublin
320 Oak Hill Lane	Julian
313 Oak Hill Lane	Kingston
314 Oak Hill Lane	Dublin

UNIT IDENTIFYING NUMBER

STYLE

315 Oak Hill Lane	Dublin
316 Oak Hill Lane	Kingston
309 Oak Hill Lane	Julian
310 Oak Hill Lane	Dublin
311 Oak Hill Lane	Dublin
312 Oak Hill Lane	Julian
413 Oak Hill Lane	Hamilton
414 Oak Hill Lane	Hamilton
411 Oak Hill Lane	Hamilton
412 Oak Hill Lane	Hamilton
408 Oak Hill Lane	Essex
409 Oak Hill Lane	Dublin
410 Oak Hill Lane	Freeport
405 Oak Hill Lane	Hamilton
406 Oak Hill Lane	Dublin
407 Oak Hill Lane	Essex
403 Oak Hill Lane	Hamilton
404 Oak Hill Lane	Hamilton
401 Oak Hill Lane	Freeport
402 Oak Hill Lane	Freeport

UNIT IDENTIFYING NUMBERCURRENT PROPOSED STYLE

201 Oak Hill Lane	Clermont I
202 Oak Hill Lane	Ashford
203 Oak Hill Lane	Brussels
204 Oak Hill Lane	Brussels
205 Oak Hill Lane	Ashford
206 Oak Hill Lane	Clermont I
207 Oak Hill Lane	Clermont II
208 Oak Hill Lane	Brussels
209 Oak Hill Lane	Brussels
210 Oak Hill Lane	Clermont II
211 Oak Hill Lane	Clermont II
212 Oak Hill Lane	Brussels
213 Oak Hill Lane	Brussels
214 Oak Hill Lane	Clermont II
215 Oak Hill Lane	Clermont I
216 Oak Hill Lane	Ashford
217 Oak Hill Lane	Ashford
218 Oak Hill Lane	Clermont I
219 Oak Hill Lane	Clermont I
220 Oak Hill Lane	Clermont I
221 Oak Hill Lane	Clermont I
222 Oak Hill Lane	Ashford
223 Oak Hill Lane	Ashford
224 Oak Hill Lane	Clermont I
225 Oak Hill Lane	Clermont II
226 Oak Hill Lane	Brussels
227 Oak Hill Lane	Brussels
228 Oak Hill Lane	Clermont II
229 Oak Hill Lane	Clermont
230 Oak Hill Lane	Ashford
231 Oak Hill Lane	Ashford
232 Oak Hill Lane	Clermont

UNIT IDENTIFYING NUMBERCURRENT PROPOSED STYLE

301 Oak Hill Lane  
302 Oak Hill Lane  
303 Oak Hill Lane  
304 Oak Hill Lane

Julian  
Dublin  
Dublin  
Julian

305 Oak Hill Lane  
306 Oak Hill Lane  
307 Oak Hill Lane  
308 Oak Hill Lane

Kingston  
Dublin  
Dublin  
Kingston

415 Oak Hill Lane  
416 Oak Hill Lane

Freeport  
Freeport

417 Oak Hill Lane  
418 Oak Hill Lane

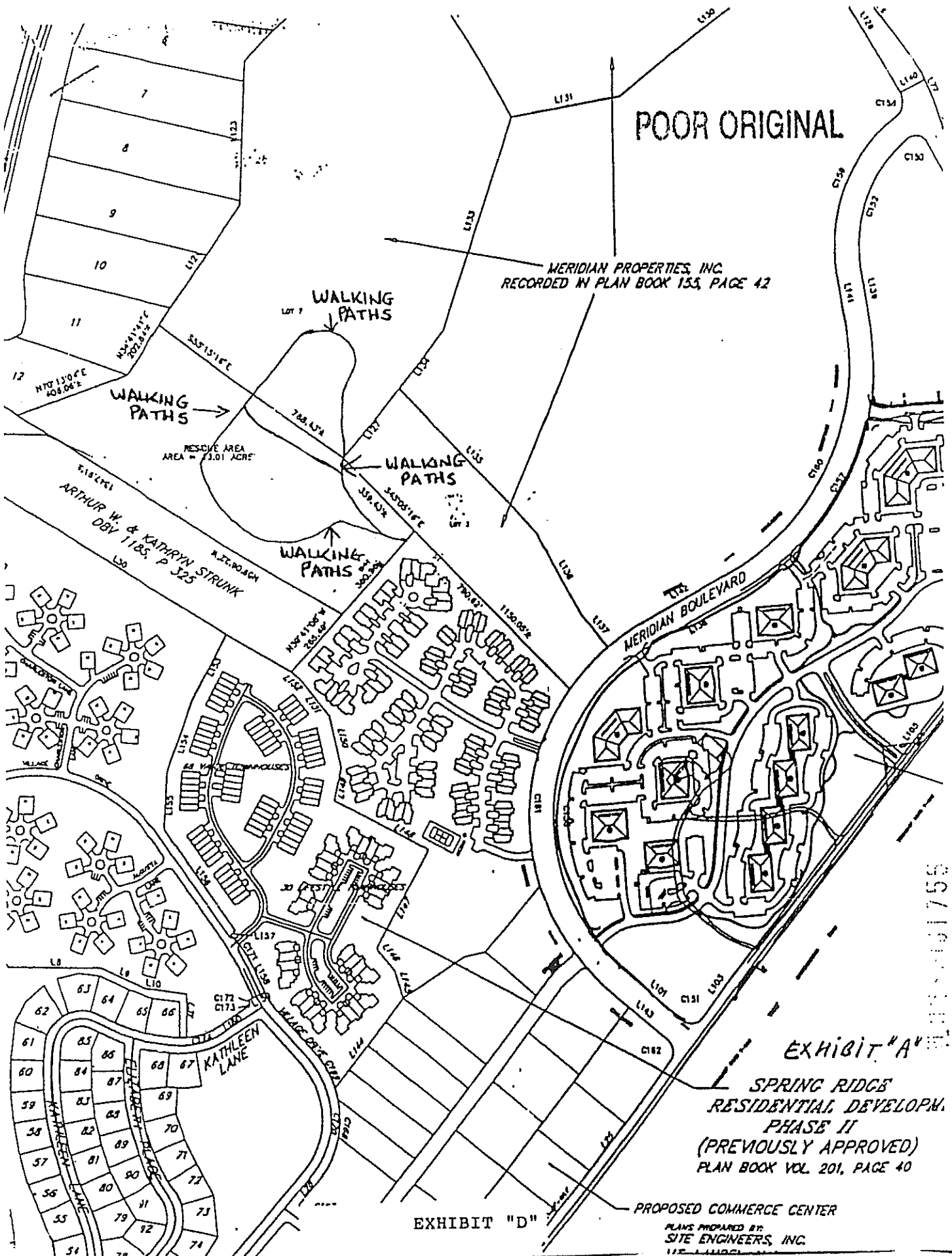
Hamilton  
Hamilton

419 Oak Hill Lane  
420 Oak Hill Lane  
421 Oak Hill Lane  
422 Oak Hill Lane

Essex  
Dublin  
Dublin  
Essex

423 Oak Hill Lane  
424 Oak Hill Lane  
425 Oak Hill Lane

Essex  
Dublin  
Freeport



POOR ORIGINAL

MERIDIAN PROPERTIES, INC.  
RECORDED IN PLAN BOOK 133, PAGE 42

WALKING  
PATHS

WALKING  
PATHS

WALKING  
PATHS

WALKING  
PATHS

MERIDIAN BOULEVARD

ARTHUR W. & KATHRYN STRUNK  
DBV 1185 P 525

EXHIBIT "A"

SPRING RIDGE  
RESIDENTIAL DEVELOPMENT  
PHASE II  
(PREVIOUSLY APPROVED)  
PLAN BOOK VOL. 201, PAGE 40

EXHIBIT "D"

PROPOSED COMMERCE CENTER  
PLANS PREPARED BY:  
SITE ENGINEERS, INC.  
115 LAMAR

1561755



## STACKHOUSE, SEITZ & BENSINGER

Landscape Architecture  
Land Planning  
Municipal Consulting

Civil Engineering  
Surveying  
Resource Planning

FOOR ORIGINAL

August 21, 2000

### DESCRIPTION OF WITHDRAWABLE AND CONVERTIBLE REAL ESTATE CONTAINING 3.662 ACRES, "VILLAGES OF SPRING RIDGE II," SPF'NG TOWNSHIP, BERKS COUNTY, PENNSYLVANIA

ALL THAT CERTAIN tract or piece of land located on the West side of Meridian Boulevard eighty-five feet wide (85') being withdrawable and convertible real estate and being a portion of the "Village of Spring Ridge II," as shown on the Final Land Development Plan "Village of Spring Ridge II," prepared by Thomas R. Gibbons & Associates, Inc., Plan No. TRG-D-3216-2, dated June 10, 2000, recorded in PBV , page , Berks County Records, situate in the Township of Spring, County of Berks, Commonwealth of Pennsylvania, being more fully bounded and described as follows to wit:

BEGINNING at a point in a curve on the West right-of-way line of Meridian Boulevard eighty-five feet wide (85'), a corner of Lot 3 of the "Commerce Center at Spring Ridge," recorded in PBV 194, page 25, Berks County Records, said point being the southeasternmost corner of the herein described tract of land;

THENCE EXTENDING in a southwesterly direction along Lot 3 on a line bearing South thirty-nine degrees fifty-three minutes eight seconds West (S. 39°53'08" W.) a distance of two hundred ninety-five feet and fifty-seven hundredths of one foot (295.57') to a steel pin, a corner of Lot 6 of the aforementioned "Commerce Center at Spring Ridge;"

THENCE EXTENDING in a southwesterly direction along Lot 6 the two (2) courses and distances to wit;

1. On a line bearing South seventy-six degrees seventeen minutes twenty seconds West (S. 76°17'20" W.) a distance of seventy-six feet and twenty hundredths of one foot (76.20') to a steel pin;
2. On a line bearing South fifty-eight degrees three minutes nine seconds West (S. 58°03'09" W.) a distance of two hundred forty-six feet and sixty-two hundredths of one foot (246.62') to a steel pin, a corner of the "Spring Ridge Residential Development Phase II;"

2850 WINDMILL ROAD  
SINKING SPRING, PA 19608  
VOICE: 610-927-1200  
FAX: 610-927-3179  
EMAIL: [sswinc@elseinc.com](mailto:sswinc@elseinc.com)

200 PENN STREET, SUITE 200  
READING, PA 19602  
VOICE: 610-374-1551  
FAX: 610-374-3000  
EMAIL: [trgibbons@aol.com](mailto:trgibbons@aol.com)

Quality Integrated Design Services

LANCASTER, PA (717) 733-6449

EXHIBIT "E"

POTTSVILLE PA (717) 628-4049

113230061756



POOR ORIGINAL

2

THENCE EXTENDING along the aforementioned "Spring Ridge Residential Development Phase II," the three (3) courses and distances to wit;

1. In a northwesterly direction on a line bearing North eighteen degrees thirty-four minutes nineteen seconds West (N.  $18^{\circ}34'19''$  W.) a distance of ninety-one feet and sixty-three hundredths of one foot (91.63') to a steel pin;
2. In a northwesterly direction on a line bearing North forty-two degrees sixteen minutes twenty-five seconds West (N.  $42^{\circ}16'25''$  W.) a distance of ninety-seven feet and sixty-five hundredths of one foot (97.65') to a steel pin;
3. In a northeasterly direction on a line bearing North twenty-six degrees fifty-one minutes fourteen seconds East (N.  $26^{\circ}51'14''$  E.) a distance of three hundred seventy-six feet and sixty hundredths of one foot (376.60') to a steel pin;

THENCE EXTENDING through the Spring Ridge Residential Development Phase II the two (2) courses and distances to wit;

1. In a southeasterly direction on a line bearing South eighty-three degrees eighteen minutes twenty-eight seconds East (S.  $83^{\circ}18'28''$  E.) a distance of three hundred forty-six feet and six hundredths of one foot (346.06');
2. In a northeasterly direction on a line bearing North seventy-seven degrees twenty-three minutes thirty-one seconds East (N.  $77^{\circ}23'31''$  E.) a distance of thirty feet (30.00') to a point in a curve on the West right-of-way line of Meridian Boulevard eighty-five feet (85') wide;

THENCE EXTENDING in a southeasterly direction along a curve deflecting to the left having a radius of seven hundred sixty-two feet and fifty hundredths of one foot (762.50'), a central angle of six degrees forty-three minutes twenty-two seconds ( $06^{\circ}43'22''$ ), a tangent of forty-four feet and seventy-eight hundredths of one foot (44.78'), a chord of eighty-nine feet and forty-one hundredths of one foot (89.41'), a chord bearing of South fifteen degrees fifty-eight minutes ten seconds East (S.  $15^{\circ}58'10''$  E.), and a distance along the arc of eighty-nine feet and forty-seven hundredths of one foot (89.47') to the Place of BEGINNING.

CONTAINING IN AREA three acres and six hundred sixty-two thousandths of one acre (3.662) of land.



## **STACKHOUSE, SEITZ & BENSINGER**

Landscape Architecture  
Land Planning  
Municipal Consulting

Civil Engineering  
Surveying  
Resource Planning

POOR ORIGINAL

August 21, 2000

### **DESCRIPTION OF WITHDRAWABLE AND CONVERTIBLE REAL ESTATE CONTAINING 3.662 ACRES, "VILLAGES OF SPRING RIDGE II," SPRING TOWNSHIP, BERKS COUNTY, PENNSYLVANIA**

ALL THAT CERTAIN tract or piece of land located on the West side of Meridian Boulevard eighty-five feet wide (85') being withdrawable and convertible real estate and being a portion of the "Village of Spring Ridge II," as shown on the Final Land Development Plan "Village of Spring Ridge II," prepared by Thomas R. Gibbons & Associates, Inc., Plan No. TRG-D-3216-2, dated June 10, 2000, recorded in PBV , page , Berks County Records, situate in the Township of Spring, County of Berks, Commonwealth of Pennsylvania, being more fully bounded and described as follows to wit:

BEGINNING at a point in a curve on the West right-of-way line of Meridian Boulevard eighty-five feet wide (85'), a corner of Lot 3 of the "Commerce Center at Spring Ridge," recorded in PBV 194, page 25, Berks County Records, said point being the southeasternmost corner of the herein described tract of land;

THENCE EXTENDING in a southwesterly direction along Lot 3 on a line bearing South thirty-nine degrees fifty-three minutes eight seconds West (S. 39°53'08" W.) a distance of two hundred ninety-five feet and fifty-seven hundredths of one foot (295.57') to a steel pin, a corner of Lot 6 of the aforementioned "Commerce Center at Spring Ridge;"

THENCE EXTENDING in a southwesterly direction along Lot 6 the two (2) courses and distances to wit;

1. On a line bearing South seventy-six degrees seventeen minutes twenty seconds West (S. 76°17'20" W.) a distance of seventy-six feet and twenty hundredths of one foot (76.20') to a steel pin;
2. On a line bearing South fifty-eight degrees three minutes nine seconds West (S. 58°03'09" W.) a distance of two hundred forty-six feet and sixty-two hundredths of one foot (246.62') to a steel pin, a corner of the "Spring Ridge Residential Development Phase II;"

2850 WINDMILL ROAD  
SINKING SPRING, PA 19608  
VOICE: 610-927-1200  
FAX: 610-927-3179  
EMAIL: [sealinc@slsenc.com](mailto:sealinc@slsenc.com)

200 PENN STREET, SUITE 200  
READING, PA 19602  
VOICE: 610-374-1551  
FAX: 610-374-3006  
EMAIL: [trgibbons@aol.com](mailto:trgibbons@aol.com)

**Quality Integrated Design Services**

LANCASTER, PA (717) 733-6449

EXHIBIT "F"

POTTSVILLE PA (717) 628-4049

W 628 374 1758





POOR ORIGINAL

2

THENCE EXTENDING along the aforementioned "Spring Ridge Residential Development Phase II," the three (3) courses and distances to wit;

1. In a northwesterly direction on a line bearing North eighteen degrees thirty-four minutes nineteen seconds West (N.  $18^{\circ}34'19''$  W.) a distance of ninety-one feet and sixty-three hundredths of one foot (91.63') to a steel pin;
2. In a northwesterly direction on a line bearing North forty-two degrees sixteen minutes twenty-five seconds West (N.  $42^{\circ}16'25''$  W.) a distance of ninety-seven feet and sixty-five hundredths of one foot (97.65') to a steel pin;
3. In a northeasterly direction on a line bearing North twenty-six degrees fifty-one minutes fourteen seconds East (N.  $26^{\circ}51'14''$  E.) a distance of three hundred seventy-six feet and sixty hundredths of one foot (376.60') to a steel pin;

THENCE EXTENDING through the Spring Ridge Residential Development Phase II the two (2) courses and distances to wit;

1. In a southeasterly direction on a line bearing South eighty-three degrees eighteen minutes twenty-eight seconds East (S.  $83^{\circ}18'28''$  E.) a distance of three hundred forty-six feet and six hundredths of one foot (346.06');
2. In a northeasterly direction on a line bearing North seventy-seven degrees twenty-three minutes thirty-one seconds East (N.  $77^{\circ}23'31''$  E.) a distance of thirty feet (30.00') to a point in a curve on the West right-of-way line of Meridian Boulevard eighty-five feet (85') wide;

THENCE EXTENDING in a southeasterly direction along a curve deflecting to the left having a radius of seven hundred sixty-two feet and fifty hundredths of one foot (762.50'), a central angle of six degrees forty-three minutes twenty-two seconds ( $06^{\circ}43'22''$ ), a tangent of forty-four feet and seventy-eight hundredths of one foot (44.78'), a chord of eighty-nine feet and forty-one hundredths of one foot (89.41'), a chord bearing of South fifteen degrees fifty-eight minutes ten seconds East (S.  $15^{\circ}58'10''$  E.), and a distance along the arc of eighty-nine feet and forty-seven hundredths of one foot (89.47') to the Place of BEGINNING.

CONTAINING IN AREA three acres and six hundred sixty-two thousandths of one acre (3.662) of land.

*Handwritten signature*

41045  
3235 1711



RECORDED IN BERKS CO., PA

*Handwritten signature*  
RECORDER OF DEEDS

REC 08-25-2000 10:24 VERONT 2 29072

RECORDER OF DEEDS  
BERKS COUNTY  
READING, PA. 19601  
ELIE PATRONE

FEE	\$305.00
WRIT	\$0.50
RECORDS MENT	\$2.00
CHECK 1	1215
ST	\$307.50
CHK	\$307.50
CG	\$0.00

VERONT 1 29072

VL3235461860

305.  
8.00  
8.50

**SECOND AMENDMENT TO DECLARATION OF  
OAK HILL AT SPRING RIDGE, A PLANNED COMMUNITY**

This Agreement is made as of this 8th day of January, 2003, by the VILLAGES OF SPRING RIDGE II, INC., a Pennsylvania corporation (the "Declarant").

**BACKGROUND**

A. Pursuant to a certain Declaration executed by the Declarant on August 21, 2000 and recorded in the Office of the Recorder of Deeds in and for Berks County, Pennsylvania in Record Book Volume 3235, Page 117, et seq., as amended by a certain Amendment to Declaration dated October 15, 2001 and recorded in Record Book Volume 3428, Page 1987, et seq. (collectively, the "Declaration") certain real estate described therein, located in Spring Township, Berks County, Pennsylvania was submitted to the provisions of the Pennsylvania Planned Community Act, 68 Pa. C.S.A. §5101 et seq. as amended (the "Act"), whereby a planned community known as Oak Hill at Spring Ridge, a Planned Community (the "Planned Community") was created.

B. Pursuant to Article XIV of the Declaration, Declarant reserved an option to convert into Units, Common Elements and/or Limited Common Elements, or any combination thereof, all or a portion of the "Convertible Real Estate" described in Exhibit E of the Declaration, at any time and from time to time, until the seventh (7th) anniversary of the recording of the Declaration.

C. Declarant now desires to convert into Units, Limited Common Elements and Common Elements the Convertible Real Estate.

D. Terms used herein which are not defined herein shall have the meaning subscribed to them in the Declaration.

NOW THEREFORE, intending to be legally bound, the Declarant hereby amends the Declaration as follows:

1. In exercise of the right created pursuant to Article XIV of the Declaration and Section 5211 of the Act, as amended, the Declarant hereby converts into Units, Limited Common Elements and Common Elements, the Convertible Real Estate described in Exhibit E of the Declaration (hereinafter called the "Converted Real Estate"). The Units to be created in the Converted Real Estate are listed on Exhibit C attached hereto and made a part hereof, and shall include the Common Elements and/or Limited Common Elements appurtenant to each Unit.

2. The Units, Limited Common Elements and Common Elements created or to be created in the Converted Real Estate are shown on the Plat of Stackhouse, Seitz and Bensinger, a copy of which is attached hereto and made a part hereof and marked Exhibit H. The term Plat and Plans, as defined in the Declaration, shall henceforth mean the Plat and Plans attached to the Declaration as Exhibits D and G and the Plat attached hereto as Exhibit H. Exhibit H, attached hereto and made a part hereof, describes and delineates the Units, Limited Common Elements and/or Common Elements formed or to be formed in the Converted Real Estate, as well as the balance of the Planned Community.

3. Pursuant to Section 5211 of the Act, Declarant hereby assigns an identifying number to each Unit formed or to be formed in the Converted Real Estate as specified on Exhibit "C."

4. Based upon the addition of the Units located in the Converted Real Estate, Section 2.1(a) of the Declaration, is hereby amended in its entirety as follows:

"Attached as Exhibit B is a listing of all one hundred thirty (130) Units located or to be located in the Planned Community, which shall be of the type and have the identifying numbers listed on Exhibit B attached hereto. Each Unit's


share of the Common Expenses has been determined based on the location, width, price, and size of the Units within the Planned Community. The basis used to calculate each Unit's share of the general Common Expenses, placed the most weight on location with descending weight on width and price and the least weight on size. Based on these weighted factors, the quarterly assessment or the share of the Common Expense Liability attributable to each style of Unit listed on Exhibits B is as follows:

<u>Style of Unit</u>	<u>Quarterly Assessment</u>	<u>Fractional Share of Common Expense Per Unit</u>
Essex, Freeport and Hamilton	\$423 per Unit	.00886 percent (based on a total of 18 such Units)
Julian, Dublin and Kingston	\$378 per Unit	.00792 percent (based on a total of 38 such Units)
Ashford, Brussels, Clermont I and Clermont II	\$348 per Unit	.00729 percent (based on a total of 74 such Units)"

5. Any portion of the Convertible Real Estate that has not been converted to Units or Limited Common Elements shall remain Common Elements.
6. Except as specifically amended herein, all of the terms and conditions of the Declaration shall remain in full force and effect
7. This Second Amendment to Declaration is executed by the Declarant by virtue of the authority granted to it pursuant to the Act and the Declaration and the consent of the Unit Owners or eligible mortgagees is not required.

IN WITNESS WHEREOF, Declarant has executed this Second Amendment to  
Declaration of Oak Hill at Spring Ridge, a Planned Community, the day and year first above  
written.

VILLAGES OF SPRING RIDGE II, INC.

By   
Name: Stephen J. Najarian  
Title: Pres.

COMMONWEALTH OF PENNSYLVANIA

:SS.

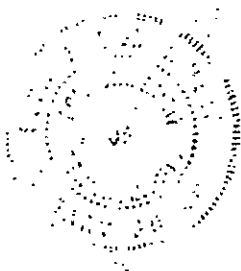
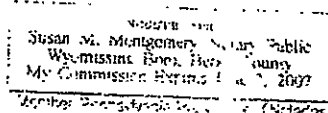
COUNTY OF BERKS

On this 8th day of January 2003, before me, a notary public, the undersigned officer, personally appeared Stephen J. Najarian, who acknowledged himself to be the President of VILLAGES OF SPRING RIDGE II, INC., a Pennsylvania corporation, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such officer.

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

Notary Public

*Susan M. Montgomery*



**CONSENT AND JOINDER**

MILLENNIUM BANK, the holder of the first lien mortgage on the property which is the subject of the Declaration, as amended, to which this Consent and Joinder is attached, which mortgage is recorded in Record Book Volume 3579, Page 261, Berks County Records, hereby consents to the recording of this Amendment to Declaration of Oak Hill at Spring Ridge, and hereby agrees that its mortgage shall be subordinate and subject to all of the terms, conditions, rights and easements specified in the Declaration, as amended.

IN WITNESS WHEREOF, intending to be legally bound hereby, the undersigned has caused this Consent and Joinder to be executed effective as of the 8th day of January, 2003.

MILLENNIUM BANK

By

Name:

Title:

*Thomas M. McNeil*

*Exec*

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EXHIBIT "B"

<u>UNIT IDENTIFYING NUMBER</u>	<u>MODEL</u>
101 Oak Hill Lane	Clermont I
102 Oak Hill Lane	Ashford
103 Oak Hill Lane	Brussels
104 Oak Hill Lane	Brussels
105 Oak Hill Lane	Ashford
106 Oak Hill Lane	Clermont I
107 Oak Hill Lane	Clermont I
108 Oak Hill Lane	Ashford
109 Oak Hill Lane	Brussels
110 Oak Hill Lane	Brussels
111 Oak Hill Lane	Ashford
112 Oak Hill Lane	Clermont I
113 Oak Hill Lane	Clermont II
114 Oak Hill Lane	Ashford
115 Oak Hill Lane	Brussels
116 Oak Hill Lane	Brussels
117 Oak Hill Lane	Ashford
118 Oak Hill Lane	Clermont II
119 Oak Hill Lane	Clermont I
120 Oak Hill Lane	Ashford
121 Oak Hill Lane	Brussels
122 Oak Hill Lane	Brussels
123 Oak Hill Lane	Ashford
124 Oak Hill Lane	Clermont I
201 Oak Hill Lane	Clermont I
202 Oak Hill Lane	Ashford
203 Oak Hill Lane	Brussels
204 Oak Hill Lane	Brussels
205 Oak Hill Lane	Ashford
206 Oak Hill Lane	Clermont I
207 Oak Hill Lane	Clermont II
208 Oak Hill Lane	Ashford
209 Oak Hill Lane	Ashford
210 Oak Hill Lane	Clermont II
211 Oak Hill Lane	Clermont I
212 Oak Hill Lane	Ashford

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213 Oak Hill Lane	Ashford
214 Oak Hill Lane	Clermont I
215 Oak Hill Lane	Clermont I
216 Oak Hill Lane	Ashford
217 Oak Hill Lane	Ashford
218 Oak Hill Lane	Clermont I
219 Oak Hill Lane	Kingston
220 Oak Hill Lane	Kingston
221 Oak Hill Lane	Kingston
222 Oak Hill Lane	Dublin
224 Oak Hill Lane	Kingston
225 Oak Hill Lane	Kingston
226 Oak Hill Lane	Dublin
228 Oak Hill Lane	Kingston
229 Oak Hill Lane	Clermont I
230 Oak Hill Lane	Ashford
231 Oak Hill Lane	Ashford
232 Oak Hill Lane	Clermont I
301 Oak Hill Lane	Julian
302 Oak Hill Lane	Dublin
303 Oak Hill Lane	Dublin
304 Oak Hill Lane	Julian
305 Oak Hill Lane	Kingston
306 Oak Hill Lane	Dublin
307 Oak Hill Lane	Dublin
308 Oak Hill Lane	Kingston
309 Oak Hill Lane	Kingston
310 Oak Hill Lane	Dublin
312 Oak Hill Lane	Kingston
313 Oak Hill Lane	Kingston
314 Oak Hill Lane	Dublin
315 Oak Hill Lane	Dublin
316 Oak Hill Lane	Kingston
317 Oak Hill Lane	Julian
318 Oak Hill Lane	Dublin
319 Oak Hill Lane	Dublin
320 Oak Hill Lane	Julian

321 Oak Hill Lane	Kingston
322 Oak Hill Lane	Dublin
323 Oak Hill Lane	Dublin
324 Oak Hill Lane	Kingston
401 Oak Hill Lane	Freeport
402 Oak Hill Lane	Freeport
403 Oak Hill Lane	Freeport
404 Oak Hill Lane	Freeport
405 Oak Hill Lane	Hamilton
406 Oak Hill Lane	Dublin
407 Oak Hill Lane	Essex
408 Oak Hill Lane	Essex
409 Oak Hill Lane	Dublin
410 Oak Hill Lane	Freeport
411 Oak Hill Lane	Hamilton
412 Oak Hill Lane	Hamilton
413 Oak Hill Lane	Hamilton
414 Oak Hill Lane	Hamilton
415 Oak Hill Lane	Freeport
416 Oak Hill Lane	Freeport
417 Oak Hill Lane	Kingston
418 Oak Hill Lane	Kingston
419 Oak Hill Lane	Essex
420 Oak Hill Lane	Dublin
421 Oak Hill Lane	Dublin
422 Oak Hill Lane	Essex
423 Oak Hill Lane	Essex
424 Oak Hill Lane	Dublin
425 Oak Hill Lane	Freeport
501 Oak Hill Lane	Clermont I
502 Oak Hill Lane	Ashford
503 Oak Hill Lane	Ashford
504 Oak Hill Lane	Clermont I
505 Oak Hill Lane	Clermont II

506 Oak Hill Lane	Brussels
507 Oak Hill Lane	Brussels
508 Oak Hill Lane	Clermont II
509 Oak Hill Lane	Clermont I
510 Oak Hill Lane	Ashford
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526 Oak Hill Lane	Brussels
527 Oak Hill Lane	Ashford
528 Oak Hill Lane	Clermont I

EXHIBIT "C"

<u>UNIT IDENTIFYING NUMBER</u>	<u>MODEL</u>
501 Oak Hill Lane	Clermont I
502 Oak Hill Lane	Ashford
503 Oak Hill Lane	Ashford
504 Oak Hill Lane	Clermont I
505 Oak Hill Lane	Clermont II
506 Oak Hill Lane	Brussels
507 Oak Hill Lane	Brussels
508 Oak Hill Lane	Clermont II
509 Oak Hill Lane	Clermont I
510 Oak Hill Lane	Ashford
511 Oak Hill Lane	Ashford
512 Oak Hill Lane	Clermont I
513 Oak Hill Lane	Clermont I
514 Oak Hill Lane	Ashford
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516 Oak Hill Lane	Clermont I
517 Oak Hill Lane	Clermont I
518 Oak Hill Lane	Ashford
519 Oak Hill Lane	Brussels
520 Oak Hill Lane	Brussels
521 Oak Hill Lane	Ashford
522 Oak Hill Lane	Clermont I
523 Oak Hill Lane	Clermont I
524 Oak Hill Lane	Ashford
525 Oak Hill Lane	Brussels
526 Oak Hill Lane	Brussels
527 Oak Hill Lane	Ashford
528 Oak Hill Lane	Clermont I



Thomas A. Lee

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