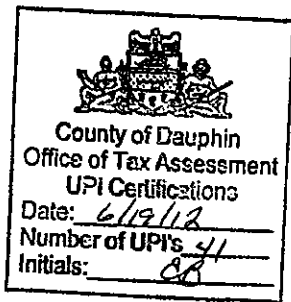


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DECLARATION OF COVENANTS AND RESTRICTIONS
WILLOW CREEK FARMS
A PLANNED COMMUNITY



Parcel Nos. 56-003-003, 56-003-156, 56-003-157, 56-003-158, 56-003-159, 56-003-160, 56-003-161, 56-003-162, 56-003-163, 56-003-164, 56-003-165, 56-003-166, 56-003-167, 56-003-168, 56-003-169, 56-003-170, 56-003-171, 56-003-172, 56-003-173, 56-003-174, 56-003-175, 56-003-176, 56-003-177, 56-003-178, 56-003-179, 56-003-180, 56-003-181, 56-003-182, 56-003-183, 56-003-184, 56-003-185, 56-003-186, 56-003-187, 56-003-188, 56-003-189, 56-003-190, 56-003-191, 56-003-192, 56-003-193, 56-003-194, 56-003-195

DECLARATION OF COVENANTS AND RESTRICTIONS

WILLOW CREEK FARMS

A PLANNED COMMUNITY

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**DECLARATION OF COVENANTS AND RESTRICTIONS
WILLOW CREEK FARMS
A PLANNED COMMUNITY**

This Declaration, made this 14th day of June, 2012 (referred to in this document as the "Declaration" and by use of such words as "hereinto", "herein", "hereof" and "hereunder", or other descriptive words or phrases having similar import), by WC Farms, LLC, a Pennsylvania limited liability corporation (hereinafter "Declarant"), for approximately 56.694 acres, located in South Hanover Township, Dauphin County, Pennsylvania:

WITNESSETH:

WHEREAS, the Declarant desires to develop certain real estate and create a residential neighborhood as more particularly described in Article I hereof, to be known and designated as "Willow Creek Farms", consisting of residential building lots, as single-family detached homes with the right to use and enjoyment of common areas pursuant to the Covenants and Restrictions herein; and

WHEREAS, the Declarant desires to insure the attractiveness of the homes within Willow Creek Farms to prevent nuisances, protect and enhance the value and amenities of Willow Creek Farms and to provide for the maintenance of the common areas therein; and to accomplish these purposes, Declarant desires to subject the real property included within Willow Creek Farms, each and all of which is and for the benefit of said property and each owner thereof; and

WHEREAS, the Declarant has deemed it desirable for efficient preservation, protection and enhancement of the values and amenities in Willow Creek Farms, to create an organization which shall be delegated and assigned the powers of owning, maintaining or administering the common areas, administering and enforcing the covenants and restrictions, as well as collecting and disbursing the assessments and charges hereinafter created; and

NOW, THEREFORE, the Declarant declares that all of the Property and the lots herein described are held, and shall be held, conveyed, transferred, sold, leased, occupied, maintained, improved and repaired subject to the provisions of this Declaration, all of which are declared and agreed to be in furtherance of a plan for the development, improvement and conveyance of the property at Willow Creek Farms and/or established and agreed upon for the purposes of enhancing and protecting the value, desirability and attractiveness thereof. The provisions of this declaration are intended to create mutual equitable servitudes upon each of the lots in favor of all such lots with each owner covenanting and agreeing with each other owner and with Declarant, and for the mutual benefit that the owners, their heirs, administrators, successors and assigns will faithfully keep, observe and perform the covenants and conditions hereof for the benefit of each other owner, to grant each owner the right to enforce, in law or in equity, the performance hereof by each other owner, and to operate as covenants running with the land for the benefit of the

property and each lot subject to this Declaration and the owners thereof, at present and in the future.

ARTICLE I

GENERAL PROVISIONS

Section 1.1 Declarant; Property; County; Name. Declarant, WC Farms, LLC, is the owner in fee simple of certain real property consisting of a total of approximately 56.694 acres, more or less, situated in South Hanover Township, County of Dauphin, Commonwealth of Pennsylvania, more particularly described in Exhibit "A" which is attached hereto and made a part hereof by reference, hereby submits the real property including all easements, rights, and appurtenances thereunto belonging and the building and improvements erected or to be erected thereon (hereinafter collectively the "Property") to the provisions of the Pennsylvania Uniformed Planned Community Act, 68 Pa. C.S.A. §5101, et seq, as amended (hereinafter the "Act") and hereby creates with respect to the Property a Planned Community to be known as "Willow Creek Farms, a Planned Community."

Section 1.2. Definitions. All terms defined in Section 5103 of the Act and used herein or in the Public Offering Statement, By-Laws, Rules and Regulations, or Plats and Plans, shall have the meaning specified in the Act. The following terms and phrases shall have the specific meanings as set forth in this Declaration, the Public Offering Statement, By-Laws, Rules and Regulations and Plats and Plans:

"Act" means the Pennsylvania Uniform Planned Community Act, 68 Pa. C.S.A. Section 5101 et seq. The provisions of the Act and those amendments thereto which by their terms would be applicable to this Planned Community shall apply to and govern the operation of the Planned Community, except to the extent that contrary provisions, not prohibited by the Act as amended, are contained in this Declaration (including the Plats and Plans) or the By-Laws.

"Association" shall mean and refer to the Willow Creek Farms Homeowners Association, Inc. established pursuant to this Declaration.

"Board" shall mean the Board of Directors of the Association elected pursuant to the provisions hereof in the Bylaws.

"Bylaws" shall mean the Bylaws of the Association.

"Common Areas" shall mean and refer to those common areas and properties as designated and shown on the Willow Creek Farms Documents as herein defined, excluding those areas of land designated as a building Lot for a single-family dwelling and sidewalks, walkways

and driveways designated for specific use of an individual Lot, and streets dedicated to a municipality or other public authority for public use, but shall include therefore streets not dedicated to public use, alleys, parking areas, pedestrian walkways of whatever composition as shown on the Willow Creek Farms Documents, walking paths, detention basins, drainage easement areas, entrance signs and accompanying sign access easements as depicted on the Willow Creek Farms Documents, landscaping, landscaped islands at two entrances, lawn and forested areas as designated on the Willow Creek Farms Documents and not designated for use of a specific individual lot, and any buildings, structures or appurtenances incident thereto, the Recreational Area to include the pond as depicted on the Willow Creek Farms Documents to include fencing thereon and any and all improvements erected therein, all of which properties and improvements are to be maintained for the benefit of the Owners of Lots within the Willow Creek Farms Property from assessments as provided in this Declaration.

Common Areas shall include for purposes of maintenance and common expenses such Entrance Sign Easement Area as more specifically set forth on the Willow Creek Farms Documents, being a portion of Lots No. 1 and 19. Title to the designated Entrance Sign Easement Area shall be conveyed to and for the use by the respective Owner of Lots No. 1 and 19; however, such area shall be maintained by the Association with ingress and egress provided for purposes of sign and landscaping installation, maintenance, repair and restoration.

“Common Expenses” means the expenses or financial liabilities for the operation of the Common Areas and the Willow Creek Farms Homeowners Association. These include:

- (i) Expenses of administration, maintenance, repair or replacement of the Common Areas, including entrance signage and landscaped areas, pathways and recreational areas to include improvements erected thereon and therein to also include such necessary expenses to maintain the recreational area and the pond therein in a safe, clean and sanitary manner;
- (ii) Expenses declared to be Common Expenses by the Willow Creek Farms Documents or the Act;
- (iii) Expenses agreed upon as Common Expenses by the Association;
- (iv) Such reasonable reserves as may be established by the Association whether held in trust or by the Association for repair, replacement or addition to the Common Areas or any other real or personal property acquired or held by the Association.

“Declarant” means WC Farms LLC, a Pennsylvania limited liability corporation, and its

successors and assigns.

“Declarant Control Period” means the time period commencing on the date of recordation of this Declaration and ending on the earlier of:

- (i) Five (5) years after the date of the first conveyance of a Lot to a Lot Owner other than the Declarant; or
- (ii) Sixty (60) days after the conveyance of seventy-five percent (75%) of the Lots to Lot Owners other than the Declarant which may be built on the Willow Creek Farms Property.
- (iii) Two (2) years after the Declarant has ceased to offer units for sale in the ordinary course of business.

“Declaration” means this document, any Exhibits attached hereto, and the Plats and Plans, as the same may be amended from time to time.

“Documents” or “Willow Creek Farms Documents” consist of this Declaration including the Plats and Plans, the By-Laws, and the Rules and Regulations.

“Eligible Mortgage” means a first mortgage to (i) the Declarant; (ii) the Seller of a Lot; (iii) a bank, trust company, savings bank, savings and loan association, mortgage service company, insurance company, credit union, pension fund, real estate investment trust or like institutional investor or lender; and (iv) any other mortgage approved by the Executive Board; or a junior mortgage which is approved by the Executive Board. A holder, insurer or governmental guarantor of an Eligible Mortgage is referred to herein as an “Eligible Mortgagee.”

“Executive Board” means the Board of Directors of the Association.

“Final Plan” means a subdivision or development plan for the property defined in Section 1.1 and Exhibit A, or any portion thereof, as adopted by Declarant and, if applicable, as submitted to and approved by the authorities of South Hanover Township, Dauphin County, Pennsylvania, and including such Plan as recorded in the office of the Recorder of Deeds of Dauphin County, for the development of residential Lots known as Willow Creek Farms, on June 1, 2012 at Instrument No. 20120015776, as amended or supplemented.

“Lot” means and refers to any plot of land shown as a Lot upon a recorded subdivision plan of Willow Creek Farms, but shall not include the Common Area. The term “Unit” may be used interchangeably with “Lot”. An unimproved Lot shall NOT be subject to assessment. A Lot shall be subject to assessment only at such time that the improved dwelling home is erected thereon and a certificate of occupancy issued.

"Lot Owner" means Declarant or other individual, corporation, trust, estate, partnership, association or other legal or commercial entity (hereinafter also "person"). Lot Owner does not include a person having an interest in a Lot solely as security for an obligation. The Declarant is the initial owner of any lot created by this Declaration.

"Maintenance" means collectively and separately all maintenance, repair work, restoration work, reconstruction work, improvements, replacement, painting, landscaping, paving, cleaning, trash collection and other general repairs and upkeep required to maintain the Common Area, and Lots, or portions thereof, as provided herein, in a good sanitary condition and state of repair.

"Majority" or "Majority of Lot Owners" means the owners of more than fifty (50%) percent of the votes in the Willow Creek Farms Association.

"Percentage Interest" means the Lot or Unit Owner's percentage responsibility for the Common Expenses as set forth in Exhibit "B" attached hereto, as the same may be amended from time to time, with each Lot or Unit Owner having a 2.5% responsibility.

"Plats and Plans" means the Final Plan of "Willow Creek Farms, A Planned Community" recorded pursuant to the Act as hereinbefore described constituting a part of the Declaration, as the same may be amended from time to time.

"Property" (or the "Willow Creek Farms Property") shall mean and refer to the parcel of land more particularly described on Exhibit "A" attached hereto and made a part hereof, including the Lots, the Common Areas as shown on the Final Plan, Plats and Plans and all improvements thereto, to be constructed thereon and any other improvements such as streets, roads, alleys, garages, driveways, parking areas, pedestrian walkways and other improvements constructed upon said parcel pursuant to the provisions hereof which have been submitted to the provisions of the Act by this Declaration.

"Public Offering Statement" means the current document prepared pursuant to Section 5402 of the Act as it may be amended from time to time and provided to purchasers prior to the time of execution of a binding purchase agreement.

"Rules and Regulations" means such rules and regulations as are promulgated by the Executive Board from time to time with respect to various details of the use of all or any portion of the Property, which either supplement or elaborate upon the provisions in the Declaration or By-Laws.

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

“Wetlands” shall mean and refer to those portions of the Common Areas as defined by the United States Army Corps of Engineers to be part of the “Waters of the United States” and as may be described on the Final Plan.

“Withdrawable Real Estate”. THERE IS NO ADDITIONAL CONVERTIBLE OR WITHDRAWABLE REAL ESTATE AS DEFINED IN THE ACT REGARDING THE WILLOW CREEK FARMS PROPERTY.

Section 1.3. Provisions of the Act. The provisions of the Act and those amendments thereto which by their terms would be applicable to this Planned Community shall apply to and govern the operation of the Planned Community, except to the extent that contrary provisions, not prohibited by the Act, as so amended, are contained in this Declaration, including the Plats and Plans, or the By-Laws.

ARTICLE II

THE WILLOW CREEK FARMS PROPERTY

Section 2.1. Willow Creek Farms Property. The entire parcel of real estate more particularly described on Exhibit “A” attached hereto and made a part hereof, together with any improvements thereto, referred to herein as Willow Creek Farms are hereby made subject to this Declaration and shall be held, transferred, sold, conveyed, occupied, managed, maintained and improved subject to the provisions hereby.

Section 2.2. Lots Within The Willow Creek Farms Property. The Declarant has constructed or will construct, individually or by builders exclusively approved by Declarant, single family detached dwellings, in designated areas within Willow Creek Farms as shown on the Willow Creek Farms Final Plan and Declaration Plats and Plans. The Lot shall include, where applicable, that certain portion or parcel of real estate designated for construction of a dwelling and any appurtenant garage, driveway, yard area, walkway or sidewalk with respect to such Lot, all as shown on the Willow Creek Farms Final Plan and Declaration Plats and Plans.

Section 2.3. Willow Creek Farms Common Areas. The following provisions shall apply to the Common Areas:

(a) Declarant shall convey title to the Common Areas, excluding the Entrance Signs Easement Area as designated on Lots 1 and 19, together with any improvements thereto, to the Association for operation, maintenance and use as provided herein by this Declaration. The Common Areas shall be subject to the Members easements provided herein, as amended.

(b) The Association shall operate and maintain the Common Areas and shall

pay all costs applicable thereto, if any, from the general and special assessments imposed upon Owners of Lots within the Willow Creek Farms Property as provided in this Declaration.

Section 2.4. Wetlands. "Wetlands" are those portions of the Willow Creek Farms Common Areas as defined by the United States Army Corps of Engineers to be part of the "Waters of the United States". "Wetlands" shall not be changed, altered, or disturbed in any fashion from their present existing condition.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE WILLOW CREEK FARMS HOMEOWNERS' ASSOCIATION

Section 3.1. Percentage Interests. Attached to this document as Exhibit "B" is a list of all Lots by their Identifying Numbers and the Percentage Interest appurtenant to each Lot. The percentage interest of each Lot shall be equal and proportionate to the total number of all Lots. The Percentage Interests as so computed may be rounded out expressed as a fraction or a percentage so that the sum of the Percentage Interests of all Lots shall equal one hundred percent (100%). The Common Expense liability of each Lot shall be assessed equally in accordance with each Lot's Percentage Interest. Neither increases nor decreases in the total area of an individual Lot or in square feet of the finished floor area and garage space of a dwelling by subsequent approved addition, alteration or improvements by the Executive Board, as provided in Article IV, shall change the percentage interest as established herein.

Section 3.2. Membership. Every person or entity who is a record Owner of a fee or undivided fee in any Lot which is subject by covenants of record to assessment by the Association shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 3.3. Voting Rights. The Association shall have two (2) classes of voting membership:

Class A. (1) All Lot Owners of residential Lots, including Single-Family detached dwellings, with the exception of the Declarant, shall be Class A voting members in the Association and shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership by Section 3.2. When more than one person holds such interest or interests in any Lot, all such persons shall be members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

Class B. The Declarant shall be the Class B member in the Association and shall be entitled to two (2) votes for each Lot approved for construction on the Property in which it holds the interest required for membership by Section 3.2 for election of members to the Executive Board and for any other matter or issue provided that such does not evade, limit or otherwise modify any limitation imposed by a Declarant by the Act in which events the Declarant shall be entitled to but one (1) vote for each Lot then owned by Declarant. The Class B membership will cease and be converted to Class A membership on the happening of the earlier of the following events:

- (i) when the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership; or
- (ii) twenty (20) years from the date hereof.

From and after the happening of these events, whichever occurs earlier, the Class B member shall then be deemed to be a Class A member entitled to one (1) vote for each Lot in which it holds the interest required for membership under Section 3.2. A majority vote of each Class of outstanding shares shall be required for actions of the Association.

ARTICLE IV

ADDITIONS, ALTERATIONS AND IMPROVEMENTS

Section 4.1. Additions, Alterations and Improvements by Owners.

(a) No Lot Owner will make any exterior addition, exterior alteration or exterior improvement in or to a Lot or any part thereof, including but not limited to exterior color, siding or trim paint, without the prior approval of the Declarant during the Declarant Control Period and thereafter by the Executive Board and appropriate governmental authority, if any, having jurisdiction.

- (b) Subject to Section 4.1(a), a Lot Owner:
 - (i) may make any other improvement or alterations to the interior of his or her dwelling that does not impair the structural integrity or mechanical systems or lessen the support of any portion of the dwelling;
 - (ii) may not change the appearance of any of the Common Areas;
 - (iii) may not change the exterior appearance of a Lot, or

any other portion of the Lot;

(c) A Lot Owner shall submit a written request to the Executive Board for approval to do anything that he or she is forbidden to do under Section 4.1.(a) and (b). The Executive Board shall answer any written requests for such approval, after notice and hearing before the Executive Board, within sixty (60) days after the request thereof. Failure to do so within such time will not constitute a consent by the Executive Board to the proposed action. The Executive Board shall review the request in accordance with the provisions of its rules.

(d) Copies of any applications to any department or to any governmental authority for a permit to make any addition, alteration or improvement in or to any living Lot shall be submitted to the Declarant during the Declarant Control Period and thereafter by the Executive Board for its review. Such review will not, however, create any liability on the part of the Association, the Declarant during the Declarant Control Period and thereafter by the Executive Board or any of its members to any contractor, subcontractor or materialman on account of such addition, alteration or improvement or to any person having any claim for injury to person or damage to property arising therefrom. Approvals for any additions, alterations or improvements received from any governmental or other authorities shall not constitute or be deemed an approval of the Declarant during the Declarant Control Period and thereafter by the Executive Board, both of which are required for any additions, alterations or improvements.

(e) All additions, alterations and improvements to Lots and the Common Areas shall not, except pursuant to prior approval by the Declarant during the Declarant Control Period and thereafter by the Executive Board, cause any increase in the premiums of any insurance policies carried by the Association or by the Owners of any Lots other than those affected by such change.

Section 4.2. Additions, Alterations and Improvements by the Declarant during the Declarant Control Period and thereafter by the Executive Board. Subject to the limitations set forth in Section 4.1, the Declarant during the Declarant Control Period and thereafter by the Executive Board may make any other additions, alterations or improvements to the Common Areas which in its judgment it deems necessary.

Section 4.3. Rules and Regulations. Reasonable Rules and Regulations, not in conflict with the provisions of this Declaration, concerning the use and enjoyment of the Property may be promulgated from time to time by the Executive Board, subject to the right of the Association to change such Rules and Regulations.

ARTICLE V

MAINTENANCE

Section 5.1. Maintenance of Common Areas. The Association shall be responsible for and shall only maintain and repair those areas designated as the Common Areas, and excluding those areas, properties which are required by this Declaration or applicable law to be maintained by record Owners. Lot owners, and not the Association, shall maintain and be responsible for all other areas including, but not limited to, utility lateral connections to a Lot, water, sewer, electric, gas, radio, television cable or other communication or transmission lines or devices.

Section 5.2. Maintenance of Lots. The Lot Owners shall have the duty, responsibility and liability to maintain, repair and replace, as necessary, any property or other area not designated as the Common Areas on the Final Plan and Plats and Plans of Willow Creek Farms Property, including but not limited to any portion of any Lot, dwelling, garage, building, roof, gutters, downspouts, soffits, driveways, walkways, sidewalks, utility lateral connections, yard areas, sewer, water, electric, radio, television, cable and other communication or transmission lines or devices, and any other improvement on any Lot within the Willow Creek Farms Property. Each Lot Owner shall maintain, repair and replace, at their own expense, any and all parts or portions of their Lot and all improvements or additions except those portions thereof specifically required by this Declaration to be maintained, repaired or replaced by the Association. Each owner shall maintain, restore, repair and replace, at their own expense, any and all parts or portions of the Common Areas disturbed, affected by or damaged as a result of any maintenance, repairs, alterations, additions, improvements on or relating to the respective owner's Lot. Furthermore, the Lot Owners of Lots 19, 39 and 40 shall have dual grinder pumps installed as part of their building sewer. These Lot Owners shall also have on the premises, at all times, a spare grinder pump. It shall be the responsibility of the said three (3) Lot Owners to maintain, repair and replace the dual grinder pumps, and maintaining a spare grinder pump on their respective Lot enforceable by the Association and the Township if the Lot Owner fails to properly maintain, repair, and replace said grinder pumps and accompanying force main system on their building sewer. Any costs expended by the Association in this regard will be charged as a special assessment against the Lot Owner. An appropriate easement for access by the Association/Township shall be contained in the deed to each of these three (3) Lots upon which a grinder pump is located.

Section 5.3. Maintenance Caused Through or Resulting From Negligence. Each Owner will reimburse the Association for any and all damages, claims, demands, costs, fees, fines, penalties, expenses and losses, including interest and reasonable attorneys' fees, to the Common Areas caused:

- (a) through the negligent, intentional or willful act of the Owner, his family, guests or invitees; or

(b) by an alteration, change, maintenance, or repair by any Owner, other than Declarant or the Association, of any improvement to a Lot.

The cost of such maintenance shall be added to and become a part of an assessment to such Lot.

Section 5.4. Failure of Lot Owner to Maintain. Except for maintenance as set forth in Section 5.1, in the event an Owner of any Lot in the Willow Creek Farms Property shall fail to maintain their premises and the improvements situated thereon in a manner satisfactory to the Declarant during the Declarant Control Period and thereafter by the Executive Board, the Association shall have the right at its sole discretion, but not an obligation, other than the grinder pumps where required, through its agents and employees, upon reasonable notice, to enter upon said parcel and to repair, maintain, and restore at the sole cost and expense of the Lot Owner, the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such repair, maintenance and restoration shall be added to and become part of the assessment to such individual Lot.

Section 5.5. South Hanover Township Easement. If the Association fails to maintain the Common Areas, including but not limited to the pond area, two entrance medians, storm water management facilities and the three private grinder pumps serving the three lots as indicated in the plan documents, in reasonable order and condition according to the Development Plan, then the Township shall have the right, but not the obligation, upon giving the Association thirty (30) days written notice, and after a duly advertised public hearing, to enter upon the Common Areas to perform the necessary maintenance, and the costs incurred by the Township to perform such maintenance may be assessed and collected by the Township against the properties within Willow Creek Farms in accordance with the provisions of Section 10705(f) of the Pennsylvania Municipalities Planning Code, 53 P. S. § 10101, et. seq. Accordingly, South Hanover Township, by and through its duly authorized agents, servants, employees, contractors and consultants, including, but not limited to, fire, police, emergency and code enforcement officers, shall possess an easement, over and access thereto all of the Common Areas as herein defined and the grinder pumps for all lawful purposes to specifically include performance of any necessary maintenance as herein provided.

ARTICLE VI

PROPERTY RIGHTS IN THE WILLOW CREEK FARMS COMMON AREAS

Section 6.1. Members' Easements of Enjoyment. Subject to the provisions of Section 6.3, every Member shall have a right and easement of enjoyment in and to the Common Areas such easement shall be appurtenant to and shall pass with the title to every Lot.

Section 6.2. Title to the Common Areas. Notwithstanding any provision herein, the

Declarant hereby covenants, for itself, its heirs and assigns, that it shall convey the following:

(a) Rights-of-way and easements for streets, sanitary sewers and storm drainageways with completed improvements in place be constructed in accordance with the approved Final Plan and Plats and Plans to the appropriate public entity, agency or authority as applicable.

(b) The title to Common Areas and other common facilities shall be transferred to the Association under the condition that the Association shall have, hire or engage adequate staff or sub-contractors to administer and maintain the Common Areas and common facilities.

(c) Easements for water, electric, telephone, television, and other utility services which shall be provided to the respective operating companies.

(d) In the event and to the extent the public entity, agency or authority, as applicable, would fail or refuse to accept such dedication for repairs not the fault or cause of Declarant, such improvements as described in subsection (a) shall become the responsibility for care and maintenance by Association until such time dedication is completed.

Section 6.3. Extent of Members' Easements. The right and easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Association, in accordance with its Articles of Incorporation and By-Laws, to improving the Common Areas; and

(b) The right of the Association to take steps as are reasonably necessary to protect the Common Areas against foreclosure; and

(c) The right of the Association, as provided in its Articles of Incorporation, By-Laws and Rules and Regulations, to suspend the enjoyment rights of any Member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations; and

(d) The right of the Association, in accordance with its Articles of Incorporation, By-Laws and Rules and Regulations, to borrow money for the purpose of improving the Common Areas and in aid thereof to mortgage said properties and the rights of such mortgages in said properties shall be subordinate to the rights of the Owners hereunder; and

(e) The right of the Association to charge reasonable admission and other fees for the use of the Common Areas; and

(f) The right of the Declarant during the period of Declarant control and thereafter the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such dedication or transfer, determination as to the purposes or as to the conditions thereof, shall be effective unless an instrument signed by Members entitled to cast two-thirds (2/3) of the votes of each class of membership has been recorded, agreeing to such dedication, transfer, purpose or condition, and unless written notice of the proposed agreement and action thereunder is sent to every Member at least sixty (60) days in advance of any action to be taken. It is understood and agreed that although a vote of the Members is provided, after the period of Declarant control is the obligation of the Members and, indeed, to their benefit to facilitate and approve dedications as promptly as reasonably possible. It is further understood and agreed that no such public agency or authority is obligated to accept any such dedication or transfer.

(g) The right of the Declarant, and thereafter the Association after the period of Declarant control shall cease, to grant and reserve easements and rights-of-way through, under, over and across the Common Areas for the purpose of installing, maintaining, repairing, replacing and inspecting all components, elements or portions of the Common Areas and improvements thereon with full access over and across all portions consisting of the full exercise and enjoyment of such easements and rights-of-ways.

ARTICLE VII

COVENANT FOR MAINTENANCE AND COMMON EXPENSE ASSESSMENTS

Section 7.1. Creation of the Lien and Personal Obligation. The Declarant for each Lot owned by it within the Willow Creek Farms Property hereby covenants but as conditioned by Subsection 7.3(e) of this Article and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance shall be deemed to covenant and agree to pay to the Willow Creek Farms Association: (1) annual assessments or charges; (2) monthly assessments or charges; (3) special or assessments for maintenance, capital or other improvements; all such assessments to be fixed, established, and collected from time to time as hereinafter provided. All assessments, together with such late fees, interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof, as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

Section 7.2. Purpose of Assessments. The assessments levied by the Association shall

be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the Willow Creek Farms Property and in particular for the improvement, maintenance and restoration of properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Areas situated upon the Willow Creek Farms Property, including, but not limited to, the payment of taxes and insurance thereon and repair, replacement and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof.

Section 7.3. Basis of Assessments. Declarant during the Declarant Control Period and thereafter, the Association, through its Executive Board, no less than annually shall fix, levy and enforce the collection of all general and special assessments per Lot based upon the estimated cost of carrying out the responsibilities of the Association. Assessments shall be fixed in accordance with the percentage interest of each Lot within the Willow Creek Farms Property based upon the estimated annual costs of the following:

- (a) operation and maintenance of the Willow Creek Farms Common Areas, including:
 - (i) Streets (not dedicated or until dedication to public use), alleyways, parking areas, pedestrian walkways or paths and related improvements not designated as a Lot or a portion of a Lot;
 - (ii) Lawns, trees and landscape plantings under the title of the Common Areas;
 - (iii) Snow removal on the Common Areas, excluding de-icing and application of de-icing materials upon any individual Lot Owner's sidewalks, walkways and driveways;
 - (iv) The sidewalks, pedestrian walkways and walking paths and the public rights-of-way easements in Common Areas;
 - (v) Outdoor lighting in public rights-of-way and Common Areas excluding individual Lot light posts;
 - (vi) Essential improvements (not dedicated or until dedication) such as sanitary sewers, water lines, fire hydrants, storm sewers, signs and other facilities essential for the specific use and maintenance of the

Common Areas;

- (vii) Maintenance and repair of the Common Areas, excluding those areas which are required by this Declaration or applicable law to be maintained or repaired by record Lot Owners;
- (viii) Liability and Property Damage Insurance relating to the aforementioned Common Areas, comprehensive liability insurance coverage, insuring to the extent available, the Owners, the Declarant and the Association against any liability to the public or to the Owners, their tenants or invitees, relating in any way to the ownership and/or use of the Common Areas and/or any part thereof; limits of liability shall be at least Five Hundred Thousand Dollars (\$500,000.00) per occurrence; the scope and amount of coverage of all liability insurance policies shall be reviewed at least once each year by the Declarant during the Declarant Control Period and thereafter by the Executive Board and may be increased at its discretion;
- (ix) Such workers compensation insurance and other such insurance as applicable laws may require or as the Declarant during the Declarant Control Period and thereafter by the Executive Board may deem advisable;
- (x) Capital Reserves as deemed necessary for replacement of the aforementioned Common Areas;
- (xi) Management, accounting legal, engineering, professional and other services and expenses regarding the carrying out of the responsibilities of the Association;
- (xii) Fidelity bond or bonds as the Association may deem necessary;
- (xiii) Improvements and additions to the Common Areas, which will include stormwater management facilities, as the Association may deem necessary

and proper, as well as any materials, supplies, labor, services, structural alterations, insurance and tax assessments which apply thereto and/or which the Association is required to secure or pay by law, by this Declaration or which the Declarant during the Declarant Control Period and thereafter by the Executive Board deems necessary and proper in its discretion;

- (xiv) Mechanics' and materialmens' liens arising as the result of the maintenance of the Common Areas or any part of it;
- (xv) Real estate, sale, use and all other taxes or governmental charges due or paid with respect to the use, ownership or occupancy of the Common Area, provided, however, that the real estate taxes on the Common Areas shall be paid only to the extent that such taxes are assessed against the Association as the owner of record of the Common Areas. Any portion of the Common Areas included within the tax assessment of a particular Lot by the appropriate taxing authorities shall be the responsibility of the owner of such Lot and shall in no event be the responsibility of the Association;
- (xvi) Amounts necessary to recover any deficits from the operations of the Association in prior years;
- (xvii) Adequate reserves, as determined by the Declarant during the Declarant Control Period and thereafter by the Executive Board for: repair, replacement or depreciation of the Common Areas or any portion thereof; uncollected accounts; and any other contingency for which a reserve account reasonably may be established pursuant to sound accounting practices.

(b) Capital reserves as deemed necessary by the Association for repair and replacement related to improvements and maintenance of the Common Areas within the Willow Creek Farms Properties as provided herein.

(c) An initiation fee to be paid upon the initial sale of a Lot to an Owner other

than the Declarant, its successors and assigns, in the amount of Eight Hundred Dollars (\$800.00).

(d) It is estimated the yearly annual assessments shall be also approximately Eight Hundred Dollars (\$800.00) per year per lot.

(e) Lots owned by the Declarant or any other party, for which a certificate of occupancy has not been issued, shall NOT be subject to assessment fees until such certificate of occupancy has been issued. Any assessment(s) charged against any Lot, even though a certificate of occupancy has been issued, owned by Declarant shall be offset and thereby shall be deducted there from any costs, expenses or fees incurred by the Declarant for the Willow Creek Farms Property in the previous twenty-four (24) months.

Section 7.4. Special Assessments. In addition to the annual assessments authorized by Section 7.3 hereof, the Association may levy in any assessment year a special assessment, applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Areas, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 7.5. Change in Basis and Maximum of Assessments. The Association may change the maximum and basis of the assessments fixed by Section 7.3 hereof prospectively for any such period provided that any such change shall have the assent of two-thirds (2/3) of the votes of each class of Members of the Association who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting, provided further that the limitations of Section 7.3 hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.

Section 7.6. Quorum for Any Action Authorized Under Sections 7.4 and 7.5. The quorum required for any action authorized by Sections 7.4 and 7.5 hereof shall be as follows:

At the first meeting called, as provided in Sections 7.4 and 7.5 hereof, the presence at the meeting of Members, or of proxies, entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Sections 7.4 and 7.5, and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be

held more than sixty (60) days following the preceding meeting.

Section 7.7 Date of Commencement of Annual Assessments: Due Date. The annual assessments provided for herein shall commence on the date of Deed transfer from Declarant to the Purchaser of the initial Lot prorated for the first year that that date of purchase of the Lot bears to the calendar year. The assessments for any year, after the first year, shall become due and payable on the first day of January of said year.

The amount of the annual assessment which may be levied for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the annual assessment provided for in Section 7.3 hereof as the remaining number of months in that year bear to twelve (12). The same reduction in the amount of the assessment shall apply to the first assessment levied against any property which is hereafter added to the properties now subject to assessment at a time other than the beginning of any assessment period.

Annual assessments may be payable in equal monthly installments, in advance, on the first day of each month or such other date, as shall be fixed by the Declarant during the Declarant Control Period and thereafter by the Executive Board. In the event of default by any Lot Owner in the monthly installment of an assessment, the Declarant during the Declarant Control Period and thereafter by the Executive Board shall have the right to declare all unpaid monthly installments and assessments for the pertinent fiscal year to be immediately due and payable. The due date of any special assessment under Section 7.4 hereof shall be fixed in the resolution authorizing such assessment.

Section 7.8. Duties of the Executive Board. The Executive Board of the Association shall fix the date of commencement and the amount of the assessment against each Lot for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment shall thereupon be sent to every Owner subject thereto.

The Association shall, upon demand, at any time, furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 7.9. Effect of Non-Payment of Assessment: The Personal Obligation of the Owner; Lien; and Remedies of the Association. If the assessments are not paid on the date when due (being the dates specified in Section 7.11 and Section 7.12 hereof), then such assessment shall become delinquent and shall, together with such interest thereupon, fines, charges, fees and costs, including reasonable attorneys fees and costs of collection thereof, as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then Owner, their heirs, devisees, personal representatives and assigns. The personal

obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them. No Lot owner may exempt himself or herself from liability for payment of assessments by waiver of any right or abandonment of his or her Lot other than as herein provided or action of the Executive Board.

If the assessment or any monthly installment is not paid within the period specified in Section 7.7 hereof, then each such assessment or monthly installment thereof, as the case may be, shall bear a minimum late charge fee as shall be fixed by the Executive Board. If the assessment is not paid within thirty (30) days after the due date, the assessment total balance due shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, together with all fines, charges, fees and costs, or to foreclose the lien against the property, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and, in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee, together with the costs of the action.

Section 7.10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

Section 7.11. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charges and liens created herein: (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (b) all Common Areas as defined in Article I hereof; (c) all properties exempted from taxation by the laws of the Commonwealth of Pennsylvania, upon the terms and to the extent of such legal exemption.

Notwithstanding any provisions herein, no Lot devoted to dwelling use shall be exempt from said assessment, charges or liens once a building permit has been issued although lots owned by Declarant may be only obligated for reduced or NO assessments by reason of set-off and unimproved status as hereinbefore provided. All other unimproved Lots shall likewise be limited to amount of assessment for items of insurance and unimproved common area maintenance until a residential building permit is issued.

Section 7.12 Annual and Billing Assessments. Each annual and special assessment shall be due and payable within thirty (30) days of the date of issuance. If the assessment is not paid within said period and after fifteen (15) additional days has expired after further notice,

there shall be charged a Twenty-Five (\$25.00) Dollar late fee due in thirty (30) days plus interest shall accrue on all delinquent assessments at the rate of twelve (12%) percent per year.

Section 7.13. The Failure of the Board to Fix Annual Assessments. If any annual assessment for any fiscal year is not fixed before the expiration of the previous fiscal year, the Owner shall continue to pay the same sums they were paying in the fiscal year that just ended as if such sums were the new annual assessment, and such failure to fix a new annual assessment shall not constitute a waiver, modification or release of any Owner's obligation. If the Association shall change the annual assessment at a later date, an increase in the total assessment amount as a result of such new assessment shall be treated as if it were a supplemental assessment hereunder and retroactive to the beginning of the fiscal year.

Section 7.14. Fiscal Year. The fiscal year of the Association shall be the calendar year unless otherwise determined by the Board.

Section 7.15. Notice and Quorum for Any Action Authorized Under.

Section 3 and 4:

Written notice of the time and location of any meeting called for the purpose of taking any action authorized under Section 3 and 4 shall be sent to all members not less than 10 days or more than 60 days in advance of the meeting. At any such meeting called, the presence of members or of proxies entitled to cast thirty-three and one-third (33 1/3%) percent of all the votes of each class membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and there shall be no quorum requirement. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. The above notice and quorum requirement shall supersede and be in lieu of any notice or quorum requirements at any time hereafter adopted by the Association in its By-Laws, Articles or any resolution, and may be modified only by an amendment to this Declaration. Notice and quorum requirements for all other meetings of the Association called for purposes not in any way including the taking of any action authorized under Section 3 or 4 hereof shall be governed by the Articles and By-Laws of the Association.

Section 7.16. Uniform Rate of Assessment.

Both annual and special assessments must be fixed at a uniform rate for all Lots sold by the Declarant.

Section 7.17. Effect of Nonpayment of Assessments: Remedies of the Association.

Any assessment not paid within fifteen (15) days after the due date shall bear interest from the due date at the rate of twelve (12%) percent per annum to be compounded monthly. In addition, in the event of after five (5) days further notice of non-payment, there shall be a \$25.00 late fee, plus the interest hereinbefore provided. The Association may bring an action at law

against the Owner personally obligated to pay the assessment, or foreclose the lien against the property. In addition, Owner shall likewise be responsible for payment of reasonable attorneys fees and costs if the assessment and interest is more than sixty (60) days in default. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Areas of Common Responsibility or abandonment of his Lot, or any other reason.

ARTICLE VIII

RESTRICTIONS FOR USE AND DEVELOPMENT; ARCHITECTURAL CONTROL

Section 8.1. Building Plans: Approval.

Excepting any original construction by the Declarant, or an affiliated company of Declarant, no building, fence, addition, deck, pool, wall or other structure shall be commenced, erected, modified, or maintained upon the Lots in Willow Creek Farms, until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures, topography and finished ground elevation by the Declarant during the Declarant Control Period, or by an architectural committee, or other appropriate designees, appointed by Declarant or the Association following the Declarant Control Period. The Declarant, however, by approval of any such plans shall not assume, directly or impliedly, any responsibility, duty or liability with regard to the sufficiency, adequacy or any other aspect of such plans, to include conformity with any governmental statutes or regulations. Any decisions made by an architectural committee or other designees appointed by the Declarant or the Association following the Declarant Control Period shall be consistent with, and shall use the same or similar criteria as decisions made by Declarant during the Declarant Control Period, and any approval by such parties shall not be unreasonably withheld, delayed or conditioned.

Section 8.2. Site Plan: Approval.

A final site development plan showing the final grading for the Lot shall be approved by Declarant, or by Declarant's designee(s). Declarant, or Declarant's designee(s), assumes no responsibility, or legal liability for any changes made by any builder or Lot Owner to the final grading plan of the Lot which deviates from the approved Land Development Plan.

Section 8.3. Approval of Plans Prior to Construction; Minimum Living Area.

Written approval of the building plans and site plan must be obtained from Declarant, or by an architectural committee or other appropriate designees appointed by Declarant or the Association following the Declarant Control Period, prior to the commencement of construction of any building on any Lot. Any single family detached home shall have the minimum of 2,500 square feet of living area. A failure to comply with this requirement may permit Declarant or Association to seek legal and/or equitable relief, as may be appropriate to enjoin the construction and/or removal of any construction commenced prior to the approval. Any such proceeding

necessitated by the failure to obtain approval the violating Owner shall also be responsible for all of Declarant's or Association's reasonable court and legal fees, costs, and charges. It is understood however that such approval shall not be unreasonably withheld, conditioned or delayed so long as the proposed improvements as contained in the plans are consistent with the improvements previously approved and are in keeping with the character and property values of Willow Creek Farms.

Section 8.4. Building Commencement and Completion.

Construction of the dwelling house on any Lot must commence within one (1) year of purchase of the Lot by the Owner, and completion of the dwelling house, landscaping and the driveway, weather permitting, shall occur within one (1) year of commencement of construction of the dwelling house. However, the commencement of construction within one (1) year may be waived and extended to a date certain, in writing by Declarant upon good cause shown, all within the reasonable discretion of Declarant and, after Declarant Control Period, by the Executive Board.

Section 8.5. Landscaping Plan.

Prior to the occupancy of any dwelling located on a Lot a landscaping plan for the Lot, showing the type, size and location of the plants and materials shall be submitted to and approved in writing as to conformity and harmony with Township Ordinances and Regulations and, all other governmental regulations, existing structures, topography and finished ground elevation by the Declarant, or by a landscaping committee appointed by the Declarant or his designee(s). The grass plot on the Lot and the plants and materials as shown on the landscaping plan shall be installed by the Owner within one (1) year of the commencement of construction of any dwelling on the Lot, but no later than thirty (30) days of issuance of occupancy permit, weather permitting, whichever shall occur earlier. No planting other than grass and flower beds shall be permitted in the area from the property line to the curb. Trees, shrubs and bushes of any type, form or kind are specifically prohibited in this area unless approved by Declarant, the Association or committee appointed by the Association.

Section 8.6. Plan Changes.

No changes shall be made in the approved plans prior to the occupancy of any dwelling house located on a Lot without the prior written approval of Declarant or his designee(s) as above provided.

Section 8.7. Exterior Changes After Occupancy.

After the initial occupancy of any dwelling house located on a Lot, any erection of a structure (including but not limited to fences, walls and mailboxes), any addition or alteration to the exterior of a structure, or any change in the existing color or finish of any exterior surface of any building on a Lot shall not be done until plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in

writing as to harmony of external design and location in relation to surrounding structures, and finished ground elevation, topography, by the Declarant initially for the period of Declarant's control, then by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such change, design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

Section 8.8. Single Family Residence. Except as hereinafter provided, no Lot shall be used for other than single-family residence which may include a home occupation. Home occupation means a business, profession, occupation or trade conducted for gain and located entirely within a residential building which is accessory, incidental and secondary to the use of the building for dwelling purposes and does not change the residential appearance or character of such building. No such home occupation may engage persons other than members of the family residing on the premises; may have no visible advertising, display or other indication of a home occupation on the premises; shall not involve solicitation from clients or customers; shall not necessitate additional off-street parking other than what is required for the principal residential use; and may not involve deliveries from a commercial supplier more than one time a week. Any home occupation uses must comply with Township Ordinance and Regulations..

Section 8.8.1. An exception from these restrictions is that two (2) Lots owned by Declarant and, any two (2) Lots at any time owned by an approved builder and the approved builder has not been declared in default of any of its obligations to Declarant, may be used as temporary Real Estate Offices or Model Homes. Such use shall cease upon the sale of all the original Lots that make up Willow Creek Farms.

Section 8.8.2. Excepting any original construction by Declarant, no building, fence, wall, structure, including but not limited to mailboxes and landscaping and trees, shall be commenced, placed, installed, constructed or maintained upon a Lot, nor shall any exterior addition to or change or alteration thereto be made, until the plans and specifications showing the nature, kind, shape, height, color, finish, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Declarant during the Declarant Control Period and thereafter by the Executive Board in accordance with the provisions of other Sections of this Article VIII. No building blocks nor concrete foundations shall be used in the exterior walls of any building above the finish grade of the ground unless faced or covered with brick, natural stone, manufactured stone, wood, aluminum siding or such other materials as shall have the prior approval of the Declarant during the Declarant Control Period and thereafter by the Executive Board.

Section 8.8.3. No Lot shall be divided or re-divided without the prior approval of Declarant, and its assigns or its authorized agent and the Declarant during the Declarant Control Period and thereafter by the Executive Board.

Section 8.9. Structures. Other than a dwelling and ancillary structures used for residential purposes only (including attached and detached garages, pool houses, gazebos, studios and storage buildings), no building or structure of any kind whatsoever shall be erected on a Lot; no outbuilding, tent, shack, trailer, shed or temporary building of any kind shall be used as a residence, either temporarily or permanently. Ancillary structures may be constructed only in the rear yard of a Lot; however, garages may be located inside yards.

Section 8.10. Storage or Tool Sheds. No storage or tool sheds, either permanent or free-standing, attached or detached, shall be placed or erected on any Lot unless and until the Owner has received written approval from the Declarant during the Declarant Control Period and thereafter by the Executive Board. Such storage or tool sheds shall not exceed 300 square feet in area and shall be used solely for the storage of tools, toys, lawn equipment and similar uses, but shall not be used for the storage of any type of motor vehicle or recreational vehicle. Storage or tool sheds shall be located and screened from view so as to be inoffensive to neighbors.

Section 8.11. Garages. Any garage hereafter built shall be of the same architectural style as the house with which it is associated. No garage shall exceed one and one-half stories in height (unless the garage is an integral part of the residential structure in which case it and the living quarters above shall not exceed the height of the house).

Garage doors shall be kept closed except when moving motor vehicles, mowers and other large equipment into or out of the garage.

Section 8.12. Setback Lines. No structure shall be erected on any Lot in violation of the building setback restrictions designated on the Final Subdivision Plan, or which would violate any law of any type, except with the prior written consent of the Declarant during the Declarant Control Period and thereafter by the Executive Board and applicable governmental agencies.

Section 8.13. Setback of Corner Lots. Structures erected upon corner Lots shall be located so as to comply with the setback restrictions of each of the bordering streets.

Section 8.14. Trash and Garbage. No garbage, refuse, rubbish or cuttings shall be deposited on any Lot, street, sidewalk or parking area. All trash, garbage, yard waste, recyclable materials or other waste shall be kept in sanitary containers, kept in a clean and sanitary condition, screened from the view of the next door neighbor. Garbage and recycling containers shall not be placed at curbside more than 18 hours in advance of scheduled collection time. The burning of trash, debris and leaves shall not be permitted on any Lot. No Lot shall be used or maintained as a dumping ground for rubbish.

Section 8.15. Skateboarding. There shall be no half-pipes, ramps, elevated platforms, of any material or construction whatsoever, permitted on any Lot.

Section 8.16. Common Areas. There shall be neither obstruction of nor storage in the common facilities or the Common Areas, or both.

Section 8.17. Statues. No statues, sculptures, bird baths, replicas of animals, lawn ornaments, decorative landscape ornamentation, or other objects of similar type may be placed on any Lot where they would be visible from the street unless approved by the Declarant during the Declarant Control Period and thereafter by the Executive Board.

Section 8.18. Rights of Way. All utility rights-of-way or easements shown on the Final Subdivision Plan or obvious upon inspection constitute easements imposed on the Lots affected thereby.

Section 8.19. Fencing.

(a) Fences shall not exceed a height of six (6) feet and shall be constructed of either wood, vinyl, aluminum, simulated wood or forged ornamental iron construction only which shall be the only types of fences permitted in Willow Creek Farms and in the locations as hereinafter limited. Absolutely no chain link or wire materials shall be permitted, except standard tennis court enclosures which will require the consent of the Declarant and/or the Association.

(b) No fences shall be located closer to the street than the front corners of the dwelling home except a limited landscaping fencing.

(c) Fences shall not extend any closer to the side property than the side property line or Township Ordinance, if more restrictive.

(d) Fences shall not extend closer to the rear property line than the rear of the lot or the Township Ordinance, if more restrictive.

(e) In the event a lot owner desires to erect a fence taller than and restricted other materials or otherwise in conflict with this restriction and provide such request does not violate any local Ordinance, Rule or Regulation, the Declarant and/or the Association may grant variance upon good cause shown which request must contain the consent of all adjoining land owners.

(f) It is not intended that these restrictions shall prohibit limited decorative fences incorporated into any landscape islands or underground electric fences for pet control.

(g) No property boundary walls or fences shall exceed eight (8) feet. This shall not exclude well maintained hedges which shall not to exceed twelve (12) feet. Appropriate swimming pool fences will be required and tennis court fences, if required, will be allowed by Declarant or Association and fencing thereof will be allowed to exceed the height guidelines herein established, but only upon approval of Declarant or Association. All such walls and

fencing shall be reasonable, appropriate and tasteful to provide privacy screening. All walls and fencing shall be constructed and in strict accord with all governmental ordinances and regulations.

(h) No natural fencing/boundary wall of any type, form or composition, to include trees, shrubs, hedges or the like shall be constructed in any front yard.

(i) All fencing must furthermore be in strict compliance with any and all Township and other governmental ordinances, rules or regulations.

Section 8.20. Signs. No billboards or any other objectionable structures, including written or printed signs of any kind, shall be erected or maintained temporarily or permanently upon any Lot. A daily fine may be imposed for violation of this section if the violation continues after three (3) business days notice receipt effective no later than three (3) business days placing notice in mail, postage prepaid or hand-delivery. This restriction does not, however, prohibit the use of small residential identification signs, or real estate signs not exceeding eight (8) square feet in size placed upon any Lot offered for sale. Further, Declarant shall have the right, without restriction, to erect community identification signs and signs offering property for sale. All such signs proposed to be erected shall be in conformance with applicable township sign ordinances.

Section 8.21. Vehicles. No unlicensed motor vehicles of any type shall be permitted to remain overnight on a Lot unless garaged. This provision shall not apply to vehicles involved in site development or building construction for the duration of such work.

Section 8.21.1 Motorized Recreational Vehicles. No all-terrain vehicles, three-wheelers, four-wheelers, dirt bikes, mini-bikes, motorcycles, snow mobiles or other motorized vehicles shall be permitted on streets or other property included within Willow Creek Farms Property, whether vacant or developed. This prohibition does not include properly licensed motorcycles that are exclusively for on-road usage, nor to all-terrain vehicles used by the Declarant until such time as the development is completed.

Section 8.22. Earth Excavated. All excess earth excavated within the boundaries of any Lot, which is not used by the Owner for development of his Lot, must be deposited temporarily within the limits of this development at a place designated by Declarant, unless written direction is given by Declarant during the Declarant Control Period and thereafter by the Executive Board that it be disposed of elsewhere.

Section 8.23. Interference with the Flow of Surface Water. No Lot Owner shall alter, modify or otherwise disturb the drainage easements designated in the Final Subdivision Plan so as to interfere with the flow of surface water, nor shall any Lot Owner substantially interfere with the flow of surface water elsewhere upon any Lot.

Section 8.23.1. To permit the coordination of finish grading and landscaping operations and the provision of permanent and/or temporary storm drainage facilities or other work as development work progresses from Lot to Lot, the Declarant, at its expense, shall have the right to change, alter, modify and/or revise the finish grade and to complete landscape work of the yard within ten (10) feet of any Lot line and in drainage swales beyond ten (10) feet after title to a Lot and the dwelling thereon has been transferred to another Owner.

Section 8.23.2. For the purpose of performing exterior work authorized by this Article, the Declarant, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owner, to enter upon any Lot or exterior of any dwelling lot at reasonable hours on any day.

Section 8.23.3. Further, Declarant shall have the right to regrade or perform other work on an Owner's Lot at any time up to one (1) year after the date of the sale of the last dwelling house within the subdivision in order to finalize surface water drainage within the subdivision. Each Lot Owner hereby grants to Declarant a temporary easement across the Lot being purchased for such purposes. This covenant shall expressly survive the execution and delivery of the deed and shall not be merged therein. In the event Declarant regrades or performs other work on an Owner's Lot, Declarant shall reseed the disturbed areas of Owner's Lot following completion of the work; PROVIDED, HOWEVER, that in the event the work takes place within the above time frame, and although Declarant will use care in removing and replacing landscaping installed by a Lot Owner, Declarant shall not be responsible for the survival of any shrubbery or landscaping.

In the event a Lot Owner or a builder re-grades a lot or changes the grade on a lot during construction in a manner contrary to the grading plan, said Owner and/or builder shall grade the lot in accordance with the plan at his sole cost and expense, including all engineering and re-inspection fees.

Section 8.24. Poles, Appliances, Play Equipment and Mailboxes. No poles or appliances upon which to hang or expose laundry shall be erected or maintained on any Lot. Play equipment shall be placed so as to comply with all applicable township or other ordinances and may not be erected or maintained closer to the front property line of any Lot than the rear wall of the dwelling erected or to be erected on that Lot.

Section 8.24.1. Mailboxes shall be constructed in mailbox surrounds made of brick, stone, stucco, cast aluminum, or other materials consistent with the dwelling house, and as approved by the Declarant during the Declarant Control Period and thereafter by the Executive Board. Numbers on mailboxes shall be of a type as determined by the Declarant during the Declarant Control Period and thereafter by the Executive Board so as to be uniform throughout Willow Creek Farms Property.

Section 8.25. Television and Radio Antennas. No outside radio or television antennas, including satellite dishes or towers, shall be erected on any Lot unless and until the owner receives written approval from the Declarant during the Declarant Control Period and thereafter by the Executive Board. Notwithstanding the foregoing, a satellite dish antenna twenty-four (24") inches or less in diameter mounted on a post no more than five (5') feet in height may be erected in the rear yard or in the rear portion of the roof of the home.

Section 8.26. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot; provided, however, that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose and shall not exceed five (5) pets in the aggregate. Pets shall be maintained and controlled at all times so as not to offend or disturb other Lot owners by noise, odor, intrusion, destruction of property or otherwise. All pets must be registered, licensed and inoculated as required by law. All Owners must promptly clean up their pet's waste in all areas. No hunting, trapping or shooting of animals shall be permitted on the Property. Any animals which become a nuisance are subject to removal in accordance with pest control measures approved by the Declarant during the Declarant Control Period and thereafter by the Executive Board.

Section 8.26.1. Dog Houses/Runs. Doghouses, dog pens, dog runs and any other similar structure are not considered to be ancillary structures under these Declarations and are prohibited.

Section 8.27. Street Trees. Each Lot Owner shall maintain and replace, as necessary, at least six (6) trees, two (2) of which shall be planted in the front yard of said Lot. The trees may not be planted in the public street right-of-way and must be at least two (2") caliper and shall be as approved by the Declarant during the Declarant Control Period and thereafter by the Executive Board. Fruit trees shall not be used as street trees.

Section 8.28. Landscape Development. The landscape development of any Lot shall be approved in advance by the Declarant during the Declarant Control Period and thereafter by the Executive Board and shall be in accordance with the residential character of the neighborhood, shall be in harmony with the design of the house erected thereon, and in compliance with these Restrictions. Lawns, trees, bushes and shrubs shall be regularly maintained so as to provide a pleasing environment, shall not obstruct sight distance at street and driveway intersections, and shall aid in maintaining the health and safety of the inhabitants of the neighborhood. Leaves shall be disposed of through any municipal leaf collection program which may be in effect from time to time. Compost piles/containers are forbidden. The landscape development of the individual Lots and area in the public right-of-way between the property line and the paved roadway in front of the Lot shall be developed and maintained in accordance with the residential neighborhood character of the development and the design of the house. Such landscaping shall be maintained and pruned regularly to provide a pleasing environment and to aid in maintaining the health and safety of the inhabitants of the neighborhood. All premises and Lots shall be mowed and kept free and clear of weeds at all times by the Owners thereof. Hedges located in

the front yard shall not exceed three feet six inches (3'6") in height; provided, however, that the within height restrictions shall not apply to hedge or screening for a patio or court that may be constructed on the premises in close proximity to the house. No hedges, trees or shrubs shall be planted on or immediately adjacent to any of the property lines unless approved by Declarant, the committee established by the Association and the abutting Lot Owners. The buyer or Owner of any Lot agrees not to alter the grade of any Lot without the written consent of the Declarant during the Declarant Control Period and thereafter by the Executive Board.

Section 8.29. Storage. No Lot shall be used for storage of anything that appears unclean or untidy, or that will be offensive. No junk cars/trucks or cars/trucks for sale may be stored at any time. Firewood, bicycles, lawn mowers, garden tools, furniture, and all other such articles shall be stored in areas appropriately located on the Lot to the rear of the dwelling and garage, and set back from all Lot lines as mentioned above and screened from all streets, side and rear Lot lines within the original structure, shrubs, hedge or fencing.

Section 8.30. Outdoor Lighting. Outdoor lights of a uniform design shall be installed throughout Willow Creek Farms Property under the supervision of the Declarant during the Declarant Control Period and thereafter by the Executive Board. Each owner of a single family detached dwelling shall be responsible for the installation, maintenance and operation of at least one (1) outdoor (post) light on their Lot outside the public and/or private right-of-way easements in a location approved by the Declarant during the Declarant Control Period and thereafter by the Executive Board.

Section 8.31. Parking. Not less than two (2) improved off-street parking spaces shall be located on each Lot. The two (2) improved off-street parking spaces shall be in addition to the house garage and may be part of the driveway and shall be constructed of macadam or concrete and shall be kept in a good state of repair. No parking shall be permitted on any grassed areas, or in any setback area of any Lot.

Section 8.32. Utility Lines. All utility service lines shall be installed underground. No overhead wires of any type may be constructed on or cross over any Lot. Such wires not located entirely within the enclosed portion of the structure must be buried beneath the surface of the ground.

Section 8.33. Construction Periods. If construction of a home is started, such construction shall be completed within one (1) year. No lumber or building materials shall be stored on Lots over ninety (90) days prior to the actual beginning of construction. No machinery, trailers, tractors or equipment shall be stored or maintained for longer than is reasonably necessary for the use of the items in connection with actual residential construction.

Section 8.34. Swimming Pools. Wading pools intended for small children may not exceed two (2) feet in height and eight (8) feet in diameter. Wading pools must be emptied before dusk and be stored from view. A Lot Owner is permitted to install a swimming pool,

provided that the Owner or his agents comply with all ordinances, regulations, laws and restrictions for South Hanover Township and any other federal, state or local municipality. Above-ground pools are prohibited, regardless of whether they are permitted by local ordinance, regulation or law. Below-ground pools shall not be constructed unless and until the Owner receives written approval from the Declarant during the Declarant Control Period and thereafter by the Executive Board.

Section 8.35. Fuel Tanks. No fuel tanks or similar storage containers located outside a structure shall be permitted unless and until the Owner receives written approval from the Declarant during the Declarant Control Period and thereafter by the Executive Board. Such containers shall be screened from view so as to be inoffensive to neighbors.

Section 8.36. Sight Distances at Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2') and six (6') feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points seventy-five (75') feet from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within the ten (10') feet from the intersection of a street property line with the edge of a driveway pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent such obstruction of such lines.

Section 8.37. Registered Sex Offenders. No Lot shall be sold to any person who is listed on the Pennsylvania State Police Megan's Law Website.

Section 8.38. Construction Commencement and Completion. Unless specifically exempted by sales agreement or deed, every purchase of a Lot must begin construction within twelve (12) months after taking title to the Lot and complete construction of the dwelling house, and related improvements and landscaping, within eighteen (18) months after taking title to the Lot or within twelve (12) months from commencement of construction. Declarant shall have the right but not the obligation to repurchase, and by acceptance of the deed to any Lot, each Owner agrees to resell it to the Declarant, or its assignee or designee, any Lot where construction of the dwelling home does not commence within such twelve (12) month period. Declarant shall exercise such right by providing written notice thereof to the Lot Owner at any time after the twelve (12) month period expires and prior to the commencement of construction of the dwelling house by the Lot Owner. Settlement shall occur within thirty (30) days of the date of such notice, the purchase price shall be identical to the purchase price initially paid by the Lot Owner less ten (10%) percent, transfer taxes shall be divided equally between the Declarant and the Lot Owner, and the Lot Owner shall convey by special warranty deed, good and marketable fee simple title to the Lot to Declarant, free and clear of all liens, subject only to easements existing as of the date the Lot was initially conveyed to the Lot Owner.

Section 8.39. Commercial Vehicles. No commercial or other non-passenger vehicle of any type and no unlicensed or non-operational motor vehicles of any type shall be permitted to remain overnight on any property of a Lot Owner within Willow Creek Farms, or on any of the public streets, other than as may be used by the Declarant, or a commercial firm, organization or entity approved by Declarant, in conjunction with building operations. Notwithstanding the foregoing, if a property owner, as a condition of employment, is required to drive a vehicle to his home, such is permitted providing the vehicle is under 10,000 pounds gross vehicle weight, and is parked at all times on the owner's property. This exception shall furthermore permit only one commercial vehicle per lot within said limitations and conditions, which must be garaged.

Section 8.40. Boats and Campers. No boats, campers, trailers or other recreational vehicles shall be permitted to be parked on any Lot or on any street within the Willow Creek Farms for more than one (1) day, unless garaged or screened from view of other Lot Owners.

Section 8.41. Nuisances. No noxious, unsightly or offensive activity, including, but not limited to, vehicle repairs done outside of buildings, shall be conducted on the property of a Lot Owner or on the streets, nor shall anything be permitted to be done thereon which may be or may become an annoyance or nuisance to the residents of Willow Creek Farms.

Section 8.42. Natural Screening of Structures. All structures (other than the principal residence), whether permanent or, if permitted hereunder, temporary, shall be attractively surrounded by natural screening whereby the structures are not objectionable to adjoining property owners, unless approved in writing by the Declarant or the Association. Other than during the construction of the principal resident, no shed, trailers, or temporary housing of any type, shall be located on said Lot, as otherwise also herein addressed.

Section 8.43. Driveways. All driveways and parking areas of each Lot shall be paved with asphalt or constructive materials acceptable to the Declarant or architectural control committee and shall furthermore comply with all Township Ordinances and Regulations. All driveways shall be complete at the time of occupancy, weather permitting, of the dwelling home on the Lot.

Section 8.44. Mailboxes. The location, style and design of mailboxes shall be determined by Declarant or his designee(s) or by the Board of Directors of the Association, as applicable.

Section 8.45. Roof Pitches. Roof pitches of all structures shall be approved by Declarant or his designee(s) or by the Board of Directors of the Association, as applicable.

Section 8.46. Lot Maintenance. Each Lot shall be maintained in a neat, clean and attractive manner, consistent with its approved landscaping plan prior to, during and after construction of any structure. All grass, trees and shrubbery shall be maintained and pruned regularly and kept in a well-maintained, attractive, orderly condition at all times. Any dead or

diseased tree(s) or shrubs must be promptly removed from the Lot. Upon receipt of notification, the Declarant or Association providing not less than twenty (20) days notice, the Owner shall remove any such dead trees or shrubs, and upon failure to do so, the Declarant or Association may do so and will charge and assess the Owner therefor. Furthermore, no trees having a diameter of six (6) inches or more shall be cut down, unless dead, damaged or diseased, without the prior approval of the Declarant or the Association. If there would occur a violation of this provision, the Owner may be required to replant and replace such tree(s) or shrubs, (cut and remove without approval) at Owner's cost and if he would fail to do so after not less than twenty (20) days notice, the Declarant or Association may replace such trees and will charge and assess the Owner therefor. With regard to lawns and landscaping, maintenance shall include regular mowing and trimming of all grass areas and grooming of all landscape areas on owner's property, in order that same shall be maintained similar to that maintained by other property owners in the Willow Creek Farms community.

Section 8.47. Reconstruction. If any structure is partially or totally damaged by fire or other casualty, the Owner shall repair or reconstruct the structure in accordance with the plans and specifications submitted to, and approved by, the Declarant or the architectural review committee. All repairs and reconstruction shall be commenced within three (3) months and complete within six (6) months after the damage has occurred unless a total loss has occurred in which event the time to complete shall be twelve (12) months. If the damaged structure is not repaired or reconstructed because of reasons beyond the Owner's control, the Owner shall clear and restore the site to its natural state within three (3) months of the date of the damage.

Section 8.48. Storm Water Facilities. Each Lot Owner shall maintain in a good, safe and attractive condition any storm water retention basin, swales and ditches located on said Lot in the same manner, design and plan as originally constructed and described in the Final Subdivision Plan for Willow Creek Farms.

Section 8.49. Exterior Laundry Drying Facilities. All clotheslines or other exterior laundry drying facilities, to include racks and rotating-type equipment, must be placed in the rear yard of the dwelling and be of a retractable nature out of view from neighbors. IN NO CASE MAY A PERMANENT WASH LINE OR POLES BE INSTALLED.

Section 8.50. Front Facade. Material used on the front facade of any building shall be masonry, stucco or similar material. No vinyl or aluminum siding is permitted unless approved in writing by Declarant or Association.

Section 8.51. Gardens. Any vegetable garden shall be located to the rear of the single family dwelling home.

Section 8.52. Lighting and Lamp Posts. Exterior lighting shall be shielded to prevent glare and shall not directly light areas beyond Lot boundaries. Each Owner shall install a lamp

post in the front yard that shall be controlled by a photocell and/or timer so as to provide some light from dusk to midnight.

ARTICLE IX

EASEMENTS

Section 9.1. Additional Easements. In addition to and in supplementation of the easements provided for by Article VI and other provisions of the Planned Community Act, the Willow Creek Farms Property shall be subject to the following easements and restrictions.

Section 9.1.1. Declarant's Use for Sales Purposes

(a) Declarant or other builders approved by Declarant shall have an easement to maintain sales offices, management offices and models through the Property and to maintain one (1) or more advertising signs in and/or on such offices and models and/or on the Common Areas while the Declarant or other approved builders are offering any Lots for sale in the community. Declarant reserves the right to place models, management offices and sales offices on any Lots owned by Declarant and on any portion of the Common Areas in such number, of such size and in such locations as Declarant deems appropriate. The models, management and sales offices shall be subject to the following requirements:

(i) The number of models maintained by the Declarant within the Willow Creek Farms Property, including the Common Areas, shall not exceed two (2). There shall be no limitation on the size of such models. Lots which are constructed, but unsold by Declarant, shall not be deemed or classified as models, unless so designated specifically by Declarant.

(ii) In addition to any models maintained by the Declarant, other approved builders shall have the right to maintain not more than two (2) lots for sales and model home purposes (also see Section 8.8.1.). Signage shall require approval by Declarant during the Declarant Control Period and thereafter by the Association which approval shall not be unreasonably withheld, delayed or conditioned. There shall be no limitation on the size of such offices. Lots constructed, but unsold by Declarant, shall not be deemed or classified as office, unless so designated specifically by Declarant.

(b) Declarant or an approved builder may, from time to time, relocate models, management offices and sales offices to different locations within the Willow Creek

Farms Property.

(c) So long as Declarant shall be offering Lots for sale in the Willow Creek Farms Property, Declarant shall have the right to restrict the use of the driveway, garage and parking spaces appurtenant to the Lots being sold. Such use shall include reserving such spaces for use by prospective Lot purchasers, Declarant's employees and others engaged in sales, maintenance, construction or management activities.

Section 9.1.2. Utility and Other Easements. The Lots and Common Areas shall be, and are hereby, made subject to easements in favor of the Declarant (until Declarant shall have satisfied all of its obligations under any Document and all commitments in favor of any Lot Owner and the Association), the Association, appropriate utility and service companies and governmental agencies or authorities for such utility and service lines and equipment, including security systems, as may be necessary or desirable to serve any portion of the Willow Creek Farms Property. The easements provided for by this Section 9.1.2 shall include, without limitation, rights of Declarant, the Association, any providing utility, any service company and any governmental agency or authority, and any of them, to install, lay, maintain, repair, relocate and replace any utility lines, pipes and conduits, water mains and pipes, sewer and drain lines, telephone wires and equipment, television equipment and facilities (cable or otherwise) security systems, electrical wires, conduits and equipment and any other appropriate equipment and facilities over, under, through, along and on the Lots and Common Areas. Notwithstanding the foregoing provision of this Section 9.1.2, unless approved in writing by the Lot Owner(s) affected thereby, any such easement through a Lot shall be located either in substantially the same location as such same or similar facilities which existed at the time of first conveyance of the Lot by the Declarant to a grantee other than the Declarant or so as not to materially interfere with the use or occupancy of the Lot by its occupants.

Section 9.1.3. Declarant's Easements.

(a) Declarant reserves an easement (until Declarant shall have satisfied all of its obligations under any Document and all commitments in favor of any Lot Owner and the Association) to use portions of the Common Areas and any Lots owned by Declarant for construction or renovation related purposes, including the storage of tools, machinery, equipment, building materials, appliances, supplies and fixtures, and the performance of work respecting the Willow Creek Farms Property.

(b) Declarant reserves an easement (until Declarant shall have satisfied all of its obligations under any Document and all commitments in favor of any Lot Owner and the Willow Creek Farms Association) on, over and under those portions of the Common Areas not located within a building for the purpose of maintaining and correcting drainage of surface, roof or storm water. The easement created by this subsection expressly includes the right to cut and/or remove any trees, bushes or shrubbery, to grade

and/or remove the soil or to take any other action reasonably necessary, following which the Declarant shall restore the affected property as closely to its original condition as practicable.

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

(d) Declarant reserves an easement through the Common Areas as may be reasonably necessary for the purpose of discharging its obligations or exercising special Declarant rights, however arising.

(e) Declarant shall have the right in its sole discretion to assign all or part of any easements which it retains and enjoy for the benefit of the Willow Creek Farms Property.

Section 9.1.4. Easement for Ingress and Egress Through Common Areas, Access to Lots and Support.

(a) Each Lot Owner is hereby granted an easement in common with each other Lot Owner for ingress and egress through all Common Areas subject to such reasonable Rules and Regulations as may be imposed by the Association. Each Lot is hereby burdened with and subjected to an easement for ingress and egress through all Common Areas by persons lawfully using or entitled to the same.

(b) To the extent necessary, each Lot shall have an easement for structural support over every Lot in a building and the Common Areas; and each Lot and Common Areas shall be subject to an easement for structural support in favor of every other Lot and the Common Areas and further provided none of the foregoing encroaches, changes, alters or disturbs any Wetlands areas as defined by the United States Army Corps of Engineers and located in the Common Areas.

Section 9.1.5. Common Areas Easement in Favor of the Willow Creek Farms Association. The Common Areas shall be and are hereby made subject to an easement in favor of the Association and the agents, employees and independent contractors thereof for the purpose of the inspection, upkeep, maintenance, repair and replacement of the Common Areas.

Section 9.1.6. Common Areas Easement in Favor of Lot Owners. The Common Areas shall be and are hereby made subject to the following easements in favor of the Lots benefited:

(a) For the installation, repair, maintenance, use, removal and/or replacement, where applicable, of pipes, ducts, heating, air conditioning systems, fireplace systems, electrical, plumbing, telephone and other communication wiring and cables and all other utility lines and conduits which are a part of or serve any Lot and which shall pass across or through a portion of the Common Areas; provided such does not unreasonably interfere with the common use of any part of the Common Areas, impair, or structurally weaken or change the appearance of the Common Areas.

Section 9.1.7. Additional Easement in Favor of the Association. The Lots and the Willow Creek Farms Property are hereby made subject to the following easements in favor of the Association and its agents, employees and independent contractors:

(a) For inspection of the Lots in order to verify the performance by Owners of all items of maintenance and repair for which they are responsible;

(b) For inspection, maintenance, repair and replacement of the Common Areas situated in or accessible from such Lots, or both; and

(c) For correction of emergency conditions or casualties in the Common Areas. In case of an emergency, no request or notice is required and the right of entering shall be immediate with such force as is apparently necessary to gain entrance, whether or not the Owner is present at the time.

Section 9.1.8. Record Easements. The Properties are subject to those additional record easements and title exceptions as listed on Exhibit "C" attached hereto.

Section 9.2. Rights of the Association. In addition to any other rights which the Association may possess, however arising, the Association shall have the right to grant permits, licenses and easements for utilities and other purposes reasonably necessary or useful for the maintenance, operation or use of the Willow Creek Farms Property or any part thereof.

Section 9.3. Assignment of Declarant's Easements. Declarant's rights and easements under this section shall be assignable by Declarant to approved builders as may be designated by Declarant.

ARTICLE X

COLLECTION OF ASSESSMENTS

Section 10.1. Lien.

(a) The Association has a lien on a Lot for an assessment levied against a Lot

or fine imposed against its Lot Owner from the time the assessment or fine becomes due. Fees, charges, late charges, fines and interest and reasonable costs and expenses of the Association including legal fees incurred in connection with enforcement of the Act, the Declaration, the By-Laws or Rules are enforceable as assessments and a lien under this Section. If an assessment is payable in installments, and one or more installments is not paid when due, the entire outstanding balance of the assessment is a lien from the due date of the delinquent installment.

(b) A lien under this Section is prior to all other liens and encumbrances on a Lot except:

- (i) a lien and encumbrance recorded before the recordation of the Declaration;
- (ii) a first mortgage on the Lot recorded before the date on which the assessment sought to be enforced became delinquent; and
- (iii) liens for real estate taxes and other governmental assessments or charges against a Lot.

This subsection does not affect the priority of mechanics' or materialmen's liens or the priority of a lien for other assessments made by the Association.

(c) Recording of the Declaration constitutes record notice and perfection of the lien. Further recording of a claimant lien for assessment under this Section is not required.

(d) A lien for an unpaid assessment is extinguished unless proceedings to enforce a lien are instituted within three (3) years after the full amount of the assessment becomes due; provided, that if an owner of a Lot subject to a lien under this Section files a petition for relief under the United States Bankruptcy Code, the period of time of reinstating proceedings to enforce the Association's lien shall be tolled until the automatic stay of proceedings under Section 362 of the Bankruptcy Code is lifted.

(e) This Section does not prohibit an action to recover sums for which subsection (a) of this Section creates a lien or prohibit the Association from taking a deed in lieu of foreclosure.

(f) A judgment or decree in any action brought under this Section shall include costs and reasonable attorneys fees for the prevailing party.

(g) A judgment or decree in an action brought under this Section is

enforceable by execution under the Commonwealth of Pennsylvania statute on judgment executions.

(h) The Association lien may be foreclosed as a mortgage, or as a lien as foreclosed under the Commonwealth of Pennsylvania non-judicial foreclosure proceedings.

(i) In any action by the Association to collect assessments or to foreclose a lien for unpaid assessments, the court may appoint a receiver of the Lot Owner to collect all sums alleged to be due from that Lot Owner prior to or during the pendency of the action. The court may order the receiver to pay any sums held by the receiver to the Association during the pendency of the action to the extent of the Association's Common Areas' assessments based on a periodic budget adopted by the Association pursuant to Section 10.2 of this Declaration.

(j) If a holder of a first or second mortgage on a Lot forecloses that security interest, the purchaser at the foreclosure sale is not liable for any unpaid assessments against that Lot which came due before the sale, other than the assessments which were prior to that mortgage under subsection 10.1(b)(ii) of this Declaration. Any unpaid assessments not satisfied from the proceeds of the sale become Common Area assessments collectible from all the Owners including the purchaser.

(k) In the case of foreclosure under Commonwealth of Pennsylvania non-judicial foreclosures, the Association shall give reasonable notice of its action to each of the lien holders of a Lot whose interest would be affected.

(l) Any payments received by the Association in discharge of an Owners obligation may be applied to their oldest balance due.

Section 10.2. Budget Adoption and Ratification. Within thirty (30) days after adoption of the proposed budget for the Association, the Executive Board shall provide a summary of the budget to each Owner, and shall set a date for a meeting of the Owners to consider ratification of the budget not less than fourteen (14) nor more than thirty (30) days after mailing of the summary. Unless at that meeting a majority of all Owners rejects the budget, the budget is ratified whether or not a quorum is present. If the proposed budget is rejected the periodic budget last ratified by the Owners continues until the Owners ratify a budget proposed by the Executive Board.

Section 10.3. Ratification of Non-Budgeted Common Expense Assessments. If the Executive Board votes to levy a Common Expense assessment not included in the current budget in an amount greater than fifteen percent (15%) of the current annual operating budget, the Executive Board shall submit such Common Expense assessment to Lot Owners for ratification in the same manner as the budget under Section 10.2.

Section 10.4. Certificate of Payment of Common Expense Assessments. The Association, upon written request, shall furnish to a Lot Owner a statement in recordable form setting forth the amount of unpaid assessments against his Lot and any credits or surplus in favor of his Lot. The statement shall be furnished within ten (10) business days after receipt of the request and is binding on the Association, the Executive Board and each Lot Owner. A reasonable fee may be charged by the Association for this service.

ARTICLE XI

LEASING

Section 11.1. Restrictions.

Section 11.1.1. A Lot Owner may lease or sublease his Lot (but not less than his entire Lot) at any time and from time to time, provided that:

- (a) No Lot may be leased or subleased without a written lease or sublease;
- (b) No Lot may be leased or subleased for a term of less than six (6) months;
- (c) A copy of such lease or sublease shall be furnished to the Declarant during the Declarant Control Period and thereafter the Executive Board within ten (10) days after execution thereof;
- (d) The rights of any lessee or sublessee of the Lot shall be subject to, and each such lessee or sublessee shall be bound by, all provisions set forth in this Declaration, the By-Laws of the Association 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 Lot to pay any Common Expense assessments or special assessments on behalf of the owner of that Lot;
- (e) All leases of a Lot shall be deemed to include a provision that the tenant will recognize and attorn to the Association as landlord, solely for the purpose of having the power to enforce a violation of the provisions of the Willow Creek Farms Documents against the tenant, provided the Association gives the landlord notice of its intent to so enforce and/or reasonable opportunity to cure the violation prior to the commencement of an enforcement action; and
- (f) The Lot owner shall provide to the Association his/her current mailing address, if different than the leased Lot.

Section 11.1.2. Notwithstanding the foregoing, the provisions of subsection 11.1.1 shall not apply to Declarant or to a holder of a first mortgage who is in possession of a Lot following a default in such mortgage, a foreclosure proceeding or any deed or other arrangement in lieu of foreclosure.

ARTICLE XII

DECLARANT'S RIGHTS

Section 12.1. Declarant Control of the Association.

Section 12.1.1. Subject to subsection 12.1.2 and the provisions of the Act, there shall be a period of Declarant control of the Association during which Declarant or persons designated by the Declarant, may appoint and remove the officers and members of the Executive Board. The period of Declarant control terminates no later than the earlier of:

- (a) Sixty (60) days after conveyance of seventy-five percent (75%) of the Lots that may be created, to Lot Owners other than Declarant; or
- (b) Five (5) years after the first Lot is conveyed to a Lot Owner other than Declarant.
- (c) Two (2) years after Declarant has ceased to offer Lots for sale in this ordinary course of business.

A Declarant may voluntarily surrender the right to appoint and remove officers and members of the Executive Board before termination of that period, but only by Amendment to this Declaration executed by Declarant which shall not be effective until recording, but in that event, the Declarant may require, for the duration of the period of Declarant control, that specified actions of the Association or Executive Board, as described in a recorded instrument executed by the Declarant, be approved by the Declarant before they become effective.

Section 12.1.2. Not later than sixty (60) days after conveyance of twenty-five percent (25%) of the Lots that may be created to Lot Owners other than Declarant, at least one member and not less than twenty-five percent (25%) of the members of the Executive Board shall be elected by Lot Owners other than Declarant. Not later than sixty (60) days after conveyance of fifty percent (50%) of the Lots that may be created to Lot Owners other than Declarant, not less than thirty-three and one-third percent (33-1/3%) of the members of the Executive Board must be elected by Lot Owners other than the Declarant.

Section 12.1.3. Composition of the Executive Board shall be as set forth in Section 14.2. below. The Executive Board shall elect the officers. The Executive Board

members and officers shall take office upon election.

Section 12.1.4. Notwithstanding any provision of this Declaration or the By-Laws to the contrary, following notice of not less than ten (10) nor more than sixty (60) days in advance of any meeting under Section 5308 of The Planned Communities Act, the Lot Owners, by a two-thirds (2/3) vote of all persons present and entitled to vote at a meeting of the Lot Owners at which a quorum is present, may remove a member of the Executive Board with or without cause, other than a member appointed by the Declarants.

Section 12.1.5. There is no Additional, Convertible or Withdrawable Real Estate in accord with the Act with regard to the Willow Creek Farms Property.

Section 12.1.6. Declarant reserves the right to relocate the boundaries between adjoining lots owned by the Declarant.

ARTICLE XIII

LOTS SUBJECT TO THE WILLOW CREEK FARMS DOCUMENTS; EMINENT DOMAIN

Section 13.1. Applicability of the Documents. Each present and future owner, lessee, occupant and mortgagee of a Lot shall be subject to and shall comply with the provisions of the Act, this Declaration (including the Plats and Plans) the By-Laws and the Rules and Regulations and with the covenants, conditions and restrictions as set forth in the deed to such Lot; provided that nothing contained herein shall impose upon any lessee or mortgagee of a Lot any obligation which the Act or one or more of such documents, or both, make applicable only to the Lot Owners (including, without limitation, the obligation to pay assessments). The acceptance of a deed or mortgage to any Lot, or the entering into of a lease or the entering into occupancy of any Lot shall constitute an agreement that the provisions of the Act, this Declaration (including the Plats and Plans), the By-Laws, the Rules and Regulations and the covenants, conditions and restrictions set forth in the deed to such Lot are accepted and ratified by such grantee, mortgagee or lessee insofar as applicable. All of such provisions shall be covenants running with the land and shall bind any person having at any time interest or estate in such Lot, as though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease thereof.

Section 13.2. Eminent Domain. Whenever all or part of the Common Areas shall be taken, injured or destroyed by eminent domain, the Association shall represent the Lot Owners in negotiations, settlements and agreements with the condemning authority. Each Lot Owner appoints the Association as attorney-in-fact for this purpose. Each Lot Owner shall be entitled to notice thereof; but in any proceedings for the determination of damages, such damages shall be determined for such taking, injury or destruction as a whole and not for each Lot Owner's interest therein. The award or proceeds of settlement shall be payable to the Association for the use and

benefit of the Lot Owners and their mortgagees as their interests may appear.

ARTICLE XIV

EXECUTIVE BOARD OF THE ASSOCIATION

Section 14.1. Powers of Executive Board. The Executive Board of the Association shall possess all the duties and power granted to the Executive Board by the Act and this Declaration.

Section 14.2. Composition of Executive Board. The Executive Board shall consist of members who shall be elected at Annual Meetings of the Association members except that until the transition Election there shall be only three (3) members of the Executive Board, which three (3) members and any successors to such three (3) members shall be appointed by Declarant until the end of the Declarant Control Period. Not later than termination of the Declarant Control Period, the Executive Board shall consist of at least three (3) members. Except during Declarant Control Period, the Executive Board members must be Lot owners. Each Executive Board member shall hold office pursuant to the provisions relating thereto in the By-Laws.

Section 14.3. Disputes. In the event of any dispute or disagreement between any Lot Owners relating to the Property, or any questions of interpretation or application of the provisions of this Declaration (including the Plats and Plans), the By-Laws or the Rules and Regulations, the ultimate determination with respect thereto by the Executive Board following an appeal to such Executive Board from the Association body making a determination in the first instance shall be final and binding on each and all such Lot Owners. The Executive Board shall have the authority to seek a declaratory judgment or other appropriate judicial relief or offer to assist in carrying out its responsibilities under this Section 14.3. All costs of obtaining such a judgment shall be borne by the disputants or, in the absence of disputants, by the Association as a Common Expense assessment.

Section 14.4. Amendments to the Documents. The Documents may be amended only in accordance with the Act, the Declaration and By-Laws. Notwithstanding any other provisions of this Declaration to the contrary, if any amendment is necessary in the judgment of the Executive Board to cure any ambiguity or to correct or supplement any provisions of the Documents that are defective, missing or inconsistent with any other provisions thereof, or if such amendment is necessary to conform to the requirements of any agency or entity such as the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Federal Housing Administration, the Veterans Administration or other secondary mortgage market lenders, guarantors or insurers with respect to planned community projects, then at any time and from time to time the Executive Board may effect an appropriate corrective amendment without the approval of the Lot Owners or the holders of any liens on all or any part of the Property, upon receipt by the Executive Board of an opinion from independent legal counsel to

the effect that the proposed amendment is permitted by the terms of this sentence. Each amendment of the type described in this Section 14.4. shall be effective upon the recording of an appropriate instrument setting forth the amendment and its due adoption, which instrument has been executed and acknowledged by one or more officers of the Executive Board.

Section 14.5. Abating and Enjoining Violations by Lot Owners. The violations of any Rules and Regulations adopted by the Executive Board, the breach of any provisions of this Declaration, the By-Laws or the Act by a Lot Owner or by the Association shall give the Executive Board and any aggrieved Lot Owner the right, in addition to any appropriate legal proceedings, either at law or in equity, to abate the continuance of any such breach.

ARTICLE XV

THE RELOCATION OF BOUNDARIES BETWEEN ADJOINING LOTS

Section 15.1. Application and Amendment. The boundaries between adjoining Lots may be reallocated by recorded assignment or conveyance or by an amendment to the Declaration upon application to the Association by the owners of the Lots affected by the reallocation. If the owners of the adjoining Lots have specified a reallocation between their Lots and Percentage Interests, the application shall state the proposed reallocations. Unless the Declarant during the Declarant Control Period and thereafter by the Executive Board determines, within thirty (30) days after the receipt of the application that the reallocations are unreasonable, the Association shall consent to the reallocation and prepare an amendment that identifies the Lots involved, states the reallocations and indicates the Association's consent. The amendment must be executed by those Lot Owners affected and contain words of conveyance between them and the approval of holders of mortgages in the affected Lots shall be endorsed thereon. On recordation, the amendment shall be indexed in the name of the grantor and grantee and in the grantee's index in the name of the Association. All such reallocations shall be subject to approval of all relevant governmental bodies.

Section 15.2. Recording Amendments. The Association shall prepare and record plats and plans necessary to show the altered boundaries for the adjoining Lots, their dimensions and identifying numbers. The applicants will pay for the cost of preparation of the amendment and its recording, and the reasonable consultant fees of the Association if the Executive Board deems it necessary to employ a consultant.

ARTICLE XVI

AMENDMENTS TO DECLARATION

Section 16.1. General. This Declaration, including the Plats and Plans, may be amended only in accordance with the provisions of Section 5219 of the Act, if any, relevant to a non-flexible planned community, the other Sections of the Act referred to therein and the express

provisions of this Declaration.

Section 16.2. Limitation of Challenges. An action to challenge the validity of an amendment by the Association pursuant to this Article may not be brought more than one (1) year after the amendment is recorded.

Section 16.3. Recording Amendments. Each amendment to the Declaration must be recorded in the applicable Office of the Recorder of Deeds in which a portion of the Willow Creek Farms Property is located and the amendment is effective only upon recording.

Section 16.4. When Unanimous Consent Required. Except to the extent permitted or required by this Declaration or other provisions of the Act, an amendment may not create or increase Special Declarant rights, increase the number of Lots, change the boundaries of a Lot, the Percentage Interest of a Lot, common expense liability or voting strength in the Association allocation to a Lot, or the uses to which a Lot is restricted in the absence of unanimous consent of the Lot Owners.

Section 16.5. Execution of Amendments. An amendment to the Declaration required by the Act to be recorded by the Association which has been adopted in accordance with this Declaration and the Act, must be prepared, executed, recorded and certified on behalf of the Association by an officer of the Association designated for that purpose or, in the absence of such designation, by the President of the Association.

Section 16.6. Special Declarant Rights. Provisions in this Declaration creating the Special Declarant Rights may not be amended without the consent of the Declarant.

Section 16.7. Amendments to Create Lots. To exercise Special Declarant Rights reserved by this Declaration, including but not limited to adding Additional Real Estate, converting or withdrawing Convertible and/or Withdrawable Real Estate, or by the Act for the benefit of Declarant which requires an amendment to the Declaration, the Declarant shall prepare, execute and record an amendment to the Declaration. The Declarant shall also record new Plats and Plans necessary to conform to the requirements of Section 5210 of the Act. The amendment to the Declaration shall assign an identifying number to each new Lot created and reallocate the Percentage Interest among all Lots, if necessary. The amendment shall describe any Common Areas created thereby.

ARTICLE XVII

TERMINATION

Section 17.1. Termination. Termination of the Willow Creek Farms, A Planned Community may be accomplished only in accordance with Section 5220 of the Act.

ARTICLE XVIII

DAMAGE TO OR DESTRUCTION OF COMMON AREAS OR LOTS

Section 18.1. Duty to Restore. Any area designated as "Wetlands" by the United States Army Corps of Engineers ("ACOE") within the Willow Creek Farms Property must be restored under ACOE direction to continue in perpetuity unless otherwise terminated by ACOE. Any portion of the Common Areas or Lots of the Willow Creek Farms Property for which insurance is required under this Declaration, the By-Laws or Section 5312 of the Act, for which insurance carried respectively by the Association or the Lot Owner is in effect, that is damaged or destroyed must be repaired or replaced promptly by the Association and Lot owner unless:

- (a) the Willow Creek Farms, A Planned Community is terminated;
- (b) repair or replacement would be illegal under any state or local health or safety statute or ordinance; or
- (c) eighty percent (80%) of the Lot Owners, including every owner of a Lot that will not be rebuilt, vote not to rebuild.

Section 18.2. Cost. The cost of repair or replacement Common Areas in excess of insurance proceeds and reserves is a Common Expense. The cost of repair or replacement of a Lot or portion of the Willow Creek Farms Property for which insurance is required to be maintained by a Lot Owner in excess of insurance proceeds is the Lot Owner's expense.

Section 18.3. Plans. The property must be repaired and restored in accordance with either the original plans and specifications or other plans and specifications which have been approved by the Executive Board, and a majority of Lot Owners.

Section 18.4. Replacement of Less Than Entire Property.

- (a) The insurance proceeds attributable to the damaged Common Area shall be used to restore the damaged area to a condition compatible with the remainder of the Willow Creek Farms Property;
- (b) Except to the extent that other persons would be distributees:
 - (i) the insurance proceeds attributable to a Lot and Common Area that is not rebuilt must be distributed to the Owner of the Lot and the owner of the Lot to which the Common Areas were allocated or to lien holders as their interests may appear; and

- (ii) the remainder of the proceeds must be distributed to each Lot Owner or lien holder as their interests may appear in proportion to their Common Area interests;

(c) If the Lot Owners vote not to rebuild a Lot, the Percentage Interests of the Lot are reallocated upon the vote as if the Lot had been condemned under Section 5107 of the Act and the Willow Creek Farms Association promptly shall prepare, execute and record an amendment to the Declaration reflecting the reallocations.

Section 18.5. Insurance Proceeds. The Trustee, or if there is not trustee, then the Executive Board of the Association, acting by the President, shall hold any insurance proceeds in trust for the Association, Lot Owners and lien holders as their interests may appear. Subject to the provisions of Section 18.1(a) through subsection 18.1(c) of this Declaration, the proceeds shall be disbursed first for the repair or restoration of the damaged Common Area and Lots, and the Association, Lot Owners and lien holders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the property has been completed, repaired or restored or the Willow Creek Farms Property has been terminated.

Section 18.6. Certificates by the Executive Board. The Trustee, if any, may rely on the following certification in writing made by the Executive Board:

- (a) whether damages or destroyed property is to be repaired or restored;
- (b) the manner and amounts to be paid for repairs or restoration and the names and addresses of the parties to whom such amount should be paid.

Section 18.7. Certificates by Attorneys or Title Insurance Companies. If payments are to be paid to Lot Owners or mortgagees, the Executive Board and the trustee, if any, shall obtain and may rely on a title insurance company or attorney's certificate of title or a title insurance policy based on a search of land records of the applicable Office of the Recorder of Deeds from the date of the recording of the original Declaration stating the names of the Lot Owners and the mortgagees.

ARTICLE XIX

INSURANCE

Section 19.1. Coverage. Commencing not later than the time of the first conveyance of a Lot to a person other than Declarant, the Association shall, to the extent reasonably available,

obtain and maintain the types and amounts of insurance as set forth in this Article. If the insurance required by this Article is not maintained, the Association shall cause notice of that fact to be hand-delivered or sent prepaid by United States mail to all Lot Owners and eligible mortgagees at their last known addresses. The Association may in any event, carry any other insurance it deems appropriate to protect the Association or the Lot Owners.

Section 19.2. Property Insurance. Pursuant to Section 19.1 property insurance shall be maintained on the Common Areas exclusive of improvements and betterments installed on Lots and all personal property of the Association insuring against all risks of direct physical loss commonly insured against. The total amount of insurance after application of any deductibles shall be: (i) with respect to the Common Areas, not less than 100% of the full replacement cost at the time the insurance is purchased and at each renewal date exclusive of land, excavations, portions of foundations below the under surface of the lowest basement floors and other items normally excluded from property policies; and (ii) with respect to personal property of the Association, not less than the actual cash value at the time of loss. The cost of any appraisals or valuations done in furtherance of this Article shall be a Common Expense assessment. Any insurance policies issued pursuant to this section may, at the option of the Association, contain a deductible provision in an amount to be determined by the Executive Board but not to exceed the lesser of ten thousand dollars (\$10,000.00) or one percent (1%) of the face amount of the policy.

All Lot Owners suffering a loss shall share in the payment of the deductible in the same proportion that their loss bears to the total loss. Notwithstanding the foregoing, in no event shall the aggregate amount of the insurance obtained be less than the amount of the initial principal sum of all Eligible Mortgages in effect from time to time.

Section 19.3. Liability Insurance. Pursuant to Section 19.1, the Association shall maintain, to the extent reasonably available, the following liability insurance:

(a) Comprehensive general liability insurance, including medical payments insurance, insuring the Lot Owners, in their capacity as Lot Owners and the Association members, and the Association and any manager retained by the Association in an amount determined by the Executive Board but not less than one million dollars (\$1,000,000.00) covering all occurrences commonly insured against for death and bodily injury and not less than two hundred fifty thousand dollars (\$250,000.00) for property damage arising out of or in any way relating to or in connection with the use, ownership and/or maintenance of the Common Areas and any part thereof, the public ways of the Willow Creek Farms Property and the activities of the Association including legal liability arising out of lawsuits related to employment contracts of the Association;

(b) Such insurance policy shall contain a "severability of interest endorsement" or equivalent provision which precludes the insurer from denying the claim of a Lot Owner because of the negligent acts of the Association or another Lot Owner.

Section 19.4. Contents of Insurance Policies. Insurance policies required by Sections 19.2 and 19.3 shall provide that:

(a) Each Lot Owner is an insured person under the policy with respect to liability arising out of his ownership of an undivided interest in the Common Areas or membership in the Association;

(b) The insurer waives its right to subrogation under the policy against any Lot Owner of the Willow Creek Farms Property or members of his household;

(c) No act or omission by any Lot Owner, unless acting within the scope of his authority on behalf of the Association, will void the policy or be a condition to recovery under the policy;

(d) If, at the time of a loss under the policy, there is other insurance in the name of a Lot Owner covering the same property covered by the policy, the policy of the Association provides primary insurance not contributing with the other insurance;

(e) The insurance may not be canceled, non-renewed, terminated or suspended by reason of the conduct of the insureds, all defenses based upon co-insurance or acts of the insured being waived and in no way may cancellation, material modification, non-renewal or suspension for any reason be effected without at least 30 days prior written notice to the Association, any Insurance Trustee, each Lot Owner, and each holder of a mortgage to whom a certificate or memorandum of insurance has been issued at the last known address;

(f) The name of the insured under each policy shall be stated in form and substance substantially as follows: the Willow Creek Farms Homeowners Association, Inc., for the use and benefit of the individual owners of the Lot Owners. The policies may be issued in the name of an authorized representative of the Association, including an Insurance Trustee with whom the Association has entered into an Insurance Trust Agreement, or any such successor, for the use and benefit of the individual owners;

(g) No assessment may be made against Eligible Mortgagees or become a lien on the mortgaged premises superior to the lien of any Eligible Mortgagees.

Section 19.5. Adjustment of Loss; Proceeds From Property Insurance. Any loss covered by a policy issued under Section 19.2 hereof shall be adjusted with the Willow Creek Farms Association; the proceeds for that loss shall be payable to the Willow Creek Farms Association or to any Insurance Trustee designated for that purpose as trustee for each Lot Owner. Subject to the provisions of subsection 5312(h) of the Act, the proceeds shall be disbursed first for the repair or restoration of the damaged Common Areas and Lot Owners are not entitled to receive payment of any portion of the proceeds unless there is a surplus of

proceeds after the Common Areas and Lots have been completely repaired or restored or the Willow Creek Farms Property is terminated.

Section 19.6. Fidelity Bonds. A blanket fidelity bond is required for anyone who either handles or is responsible for funds held or administered by the Association, whether or not they receive compensation for their services. However, the Declarant shall not be required to post a fidelity bond. The bond shall name the Association as obligee and shall cover the maximum funds that will be in the custody of the Association or the manager at any time while the bond is in force and in no event less than an amount equal to three (3) months Common expense assessments plus reserves. The bond shall include a provision that calls for ten (10) days' written notice to the Association, to each holder of a mortgage in a Lot, to each servicer that services a FNM-owned or FHLMC-owned mortgage on a Lot and to the insurance trustee, if any, before the bond can be canceled or substantially modified for any reason. The policy or bond must cover any persons who serve without compensation and waive any defenses based upon the exclusion of persons serving without compensation from the definition of employees or like terms or provisions.

Section 19.7. Lot Owner Policies. The Association shall not be responsible to acquire or provide insurance, including property, casualty and hazard, liability or other coverage, with respect to individual Lots or the contents thereof. An insurance policy issued to the Association does not prevent a Lot Owner from obtaining insurance for his or her own Lot and benefit.

Section 19.8. Workers Compensation Insurance. As applicable, Declarant during the Declarant Control Period and thereafter by the Executive Board shall obtain and maintain workers compensation insurance to comply with the laws of Pennsylvania.

Section 19.9. Directors and Officers Liability Insurance. The Declarant during the Declarant Control Period and thereafter by the Executive Board shall obtain and maintain Directors and Officers liability insurance if available covering all of the Directors and Officers of the Association in such limits as the Declarant during the Declarant Control Period and thereafter by the Executive Board may, from time to time, determine. The Association and Lot owners shall indemnify, save and hold harmless, the Declarant during the Declarant Control Period and thereafter by the Executive Board, its officers, directors and employees from all claims and liability for all actions or failures to act in the performance of their duties, not occasioned by willful misconduct, fraud or gross negligence.

Section 19.10. Other Insurance. The Association may carry other insurance which the Declarant during the Declarant Control Period and thereafter by the Executive Board considers appropriate to protect the Association or the Lot Owners.

Section 19.11. Premiums. Insurance premiums, excluding individual Lot owners insurance, shall be a Common Expense Assessment.

ARTICLE XX
MORTGAGES

Section 20.1. Requirements.

(a) Any mortgage or other lien on a Lot and the obligation secured thereby shall be deemed to provide, generally, that the mortgage or other lien instrument and the rights and obligations of the parties thereto shall be subject to the terms and conditions of the Act, and this Declaration and shall be deemed to provide specifically, but without limitation, that the mortgage or lien holder shall have no right (i) to participate in the adjustment of losses with insurers or in the decision as to whether or not or how to repair or restore damage to or destruction of the Property; or (ii) to receive or apply the proceeds of insurance to the reduction of the mortgage debt or otherwise, except in the event and to the extent of either a distribution of such proceeds to Lot Owners pursuant to Section 5312(h) of the Act or of insurance proceeds in excess of the cost of repair or restoration of the Common Areas and Lots being received by the owner of the Lot encumbered by such mortgage; or (iii) to accelerate the mortgage debt or to have any other remedies on the Property other than within the affected Lot, and the obligation secured shall be prepayable, without penalty, upon the happening of any termination's of the Willow Creek Farms Property or determination not to restore or replace the affected Lot.

Nothing contained in this Section 20.1(a) hereinabove or elsewhere in this Declaration shall give a Lot Owner, or any other party, priority over any rights of the mortgagee of a Lot pursuant to its mortgage in case of a distribution to such Lot Owner of insurance proceeds or condemnation awards for loss to or a taking of one or more Lots and/or Common Areas.

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

Section 20.2. Approval of Mortgagees. Subject to the limitations imposed by Section 5221 of the Act:

(a) The prior written approval of holders of first mortgages of Lots in the

Association representing at least sixty-seven percent (67%) of the votes of Lots in the Association subject to first mortgages shall be required to terminate the Planned Community status of the Property for reasons other than substantial loss to the Lots and/or Common Areas or condemnation of the Willow Creek Farms Property;

(b) The prior written approval of at least two-thirds (2/3) of the holders of first mortgages on Lots (based upon one (1) vote for each first mortgage owned) shall be required for any of the following:

- (i) a change in the schedule of Percentage Interests set forth in Exhibit "B" allocated to each Lot except changes resulting from the exercise of Special Declarant Rights;
- (ii) the partition or subdivision of any Lot or the Common Areas excluding Declarant's exercise of rights with respect to convertible and/or withdrawable real estate;
- (iii) The abandoning, encumbering, selling or transferring of the Common Areas (the granting of easements for public utilities or for the public purposes consistent with the intended uses of the Common Areas shall not be deemed a transfer within the meaning of this subsection); and
- (iv) the use of hazard insurance proceeds for losses to any Willow Creek Farms Property (whether to Lots or to Common Areas) for other than the repair, replacement or reconstruction of such Willow Creek Farms Property.

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

- (i) Voting rights;
- (ii) Assessments, assessment liens or subordination of assessment liens;

- (iii) Reserves for maintenance, repair and replacement of the Common Areas;
- (iv) Responsibility for maintenance and repairs;
- (v) Reallocation of interests in the Common Areas or rights to their use;
- (vi) Boundaries of any Lot;
- (vii) Convertibility of Lots into Common Areas or of Common Areas into Lots;
- (viii) Expansion or contraction of the property or the addition, annexation or withdrawal of property to or from the project;
- (ix) Insurance or fidelity bonds;
- (x) Leasing of Lots by the Declarant;
- (xi) Imposition of any restrictions on a Lot Owner's right to sell or transfer his or her Lot;
- (xii) A decision by the Association to establish self-management when professional management had been required previously by an Eligible Mortgagee;
- (xiii) Restoration or repair of the project (after damage or partial condemnation) in a manner other than that specified in the Willow Creek Farms Documents;
- (xiv) Actions to terminate the legal status of the project after substantial destruction or condemnation occurs; or
- (xv) Provisions that expressly benefit holders, insurers or guarantors of Eligible Mortgages.

(d) Notwithstanding anything to the contrary in this Section 20.2, written approval of holders of first mortgages on Lots shall not be required for an amendment to this Declaration made pursuant to Section 12.3. hereof.

ARTICLE XXI

MISCELLANEOUS

Section 21.1. Covenants Running with the Land. These Protective Covenants and Restrictions that run with the land and shall benefit and bond the Owners of the Lots, their heirs and personal representatives, successors and assigns.

Section 21.2. Fraud, Gross Negligence, or Other Intentional Wrongful Conduct. No approval or disapproval of any plan submitted under these Covenants and Restrictions with respect to this Declaration shall cause any liability to have occurred by Declarant or the Association or any member thereof, absent fraud, gross negligence or other intentional wrongful conduct of Declarant.

Section 21.3. Termination of Association. In the event of the liquidation or dissolution of the Association or its successors; the filing against it or voluntarily by it or a petition for reorganization or bankruptcy or for the appointment of a receiver of its assets; the suspension or termination of the Association's rights to administer the use of the Areas of Common Responsibility for any reason other than as a result of merger, passage of control of the Association to parties other than the Declarant and the Owners as herein defined; transfer of ownership or control of the Areas of Common Responsibility, or any part thereof to parties other than the Association, the Declarant or the Owners, the Areas of Common Responsibility shall be thereafter subject to the following use restriction which shall run with and be binding upon the land and be enforceable by any Owner:

- (a) No use or structure of any kind shall be permitted within the Common Areas other than safe and required utility service to a Lot Owner, maintenance of the Common Areas, or as otherwise may be permitted by Declarant or Association.

The foregoing provisions shall have no force or effect unless the Common Areas has been initially conveyed to the Association by the Declarant.


Section 21.4. Section Captions. Section titles or captions contained in this Declaration are inserted only as a matter of convenience and shall not affect the meaning of the Declaration in any way.

Section 21.5. Conformity to Law; Savings Clause. This Declaration shall be governed by and construed according to Pennsylvania law. Wherever possible, it is to be construed so as to render all of its provisions effective in accordance with the applicable law. Invalidation of any one of the provisions of this Declaration by judgment or court order shall in no way effect any other provisions hereof which shall continue in full force and effect as though the invalid provision had never been included herein.

IN WITNESS WHEREOF, Declarant has caused these presents to be executed the day and year first above written.

Declarant:

WC FARMS, LLC

By: 
Stan Custer, Jr., Managing Member

ATTEST:

Secretary

COMMONWEALTH OF PENNSYLVANIA :
 : SS:
COUNTY OF DAUPHIN :

On this, the 14th day of June, 2012, before me, a Notary Public, the undersigned officer, personally appeared Stan Custer, Jr. who acknowledged himself to be the Managing Member of WC Farms, LLC, a limited liability corporation, and being the duly authorized corporate officer, executed the foregoing instrument for the purposes therein contained by the execution thereof.

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

Deborah L. Julian
Notary Public

My Commission Expires: 10-20-2014

08316-003/190906

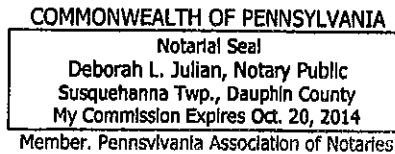


Exhibit A
Legal Description of Property

ALL THAT CERTAIN parcel of land located in the Township of South Hanover, County of Dauphin, Commonwealth of Pennsylvania, being shown on a plan entitled "Landis Farm - Existing Conditions Plan", dated March 27, 2006.

Said parcel being more fully described as follows:

BEGINNING at a railroad spike to be set, said railroad spike lying in the centerline of Red Top Road (S.R. 2024 - variable width right-of-way) where said centerline intersects with the southern line of lands now or formerly of Giuseppe & Pamela Mari, as described in Deed Book 2865, Page 321, Tract #1 and the eastern line of lands now or formerly of Red Top Road, Limited, as described in Deed Book 2765, Page 375;

Thence along said lands of Mari, North 87 degrees 09 minutes 31 seconds East, a distance of 614.47 feet (passing over a 5/8" rebar to be set 20.97 feet from the beginning of this course) to a 5/8" rebar to be set on the southwestern line of lands now or formerly of Edward W. & Connie D. Martin, as described in Deed Book 2321, Page 291;

Thence along said lands of Martin, the following two (2) courses and distances:

(1) South 57 degrees 03 minutes 00 seconds East, a distance of 461.16 feet to a 5/8" rebar to be set;

(2) South 26 degrees 45 minutes 00 seconds East, a distance of 975.13 feet to a 5/8" rebar to be set at the northwest corner of lands now or formerly of Meadows of Hanover Development, Inc., as described in Deed Book 2304, Page 43;

Thence along said lands of Meadows of Hanover Development, Inc., the following two (2) courses and distances:

(1) South 11 degrees 25 minutes 11 seconds West, a distance of 410.65 feet to a 5/8" rebar to be set;

(2) South 04 degrees 09 minutes 54 seconds West, a distance of 475.97 feet (passing over a 5/8" rebar to be on line 17.95 feet from the end of this course) to a 5/8" rebar to be set in the centerline of T-423 - Hayshed Road (unimproved - 33 foot right-of-way width);

Thence along said centerline and along the northern line of lands now or formerly of The Lower Dauphin School District, as described in Deed Book X-61, Page 802, the following four (4) courses and distances:

(1) North 62 degrees 37 minutes 52 seconds West, a distance of 96.88 feet to a 5/8" rebar to be set;

(2) North 82 degrees 20 minutes 52 seconds West, a distance of 199.10 feet to a railroad spike found;

(3) North 66 degrees 28 minutes 52 seconds West, a distance of 255.75 feet to a 5/8" rebar to be set;

(4) North 67 degrees 47 minutes 22 seconds West, a distance of 313.23 feet to a 5/8" rebar to be set on the northern lien of lands now or formerly of John D. Cassel & Sons, Inc., as described in Deed Book F-62, Page 366, Tract #2;

Thence along said lands of John D. Cassel & Sons, Inc., and continuing along the centerline of Hayshed Road, North 62 degrees 34 minutes 27 seconds West, a distance of 1042.80 feet to a 5/8" rebar to be set;

Thence continuing along said lands of John D. Cassel & Sons, Inc., and leaving said centerline of Hayshed Road, South 66 degrees 46 minutes 40 seconds West, a distance of 46.04 feet to a 5/8" rebar to be set at the northeastern corner of lands now or formerly of Donald A. & Georgine J. Tetzloff, as described in Deed Book Y-58, Page 35;

Thence along said lands of Tetzloff, along the centerline of the aforementioned Red Top Road, along lands now or formerly of John P. & Cynthia J. Wenger as described in Deed Book 403, Page 228, and along lands now or formerly of Barry E. and Deborah Klyn Tomazin, as described in Deed Book 3133, Page 316, North 11 degrees 22 minutes 19 seconds East, a distance of 271.88 feet to a railroad spike to be set;

Thence continuing along said centerline and continuing along said lands of Barry E. and Deborah Klyn Tomazin, and also along lands now or formerly of Kenneth K. Bettinger, as described in Deed Book 3111, Page 592, along lands now or formerly of Harry G. & Karen L. Stickler as described in Deed Book 1937, Page 477, along lands now or formerly of Paul W. & Barbara Day, as described in Deed Book I-58, Page 586, and along lands now or formerly of John H. & Jill R. Kiessling, as described in Deed Book 2187, Page 294, North 22 degrees 12 minutes 13 seconds East, a distance of 870.46 feet to a railroad spike to be set at the southern corner of lands now or formerly of Red Top Road, Limited, as described in Deed Book 2765, Page 375;

Thence continuing along said centerline of Red Top Road and along said lands of Red Top Road, Limited, the following two (2) courses and distances:

(1) North 22 degrees 32 minutes 40 seconds East, a distance of 65.40 feet to a railroad spike to be set;

(2) Along a curve to the right having a radius of 450.00 feet, an arc length of 93.29 feet, and a chord bearing and distance of North 28 degrees 28 minutes 57 seconds East, 93.12 feet to a railroad spike to be set; the Place of BEGINNING.

CONTAINING: 56.6942 acres of land, more or less.

Exhibit B
List of Percentage Interests

Lot 1	56-003-156	2.5%
Lot 2	56-003-157	2.5%
Lot 3	56-003-158	2.5%
Lot 4	56-003-159	2.5%
Lot 5	56-003-160	2.5%
Lot 6	56-003-161	2.5%
Lot 7	56-003-162	2.5%
Lot 8	56-003-163	2.5%
Lot 9	56-003-164	2.5%
Lot 10	56-003-165	2.5%
Lot 11	56-003-166	2.5%
Lot 31	56-003-167	2.5%
Lot 30	56-003-168	2.5%
Lot 29	56-003-169	2.5%
Lot 28	56-003-170	2.5%
Lot 27	56-003-171	2.5%
Lot 26	56-003-172	2.5%
Lot 25	56-003-173	2.5%
Lot 24	56-003-174	2.5%
Lot 23	56-003-175	2.5%
Lot 22	56-003-176	2.5%
Lot 21	56-003-177	2.5%
Lot 20	56-003-178	2.5%
Lot 19	56-003-179	2.5%
Lot 40	56-003-180	2.5%
Lot 39	56-003-181	2.5%
Lot 38	56-003-182	2.5%
Lot 37	56-003-183	2.5%
Lot 36	56-003-184	2.5%
Lot 35	56-003-185	2.5%
Lot 34	56-003-186	2.5%
Lot 33	56-003-187	2.5%
Lot 32	56-003-188	2.5%
Lot 12	56-003-189	2.5%
Lot 13	56-003-190	2.5%
Lot 14	56-003-191	2.5%
Lot 15	56-003-192	2.5%
Lot 16	56-003-193	2.5%
Lot 17	56-003-194	2.5%
Lot 18	56-003-195	2.5%

Exhibit C
Additional Easements and Title Exceptions

1. Rights or claims of parties in possession not shown by the public records.
2. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
3. Possible additional tax assessment for new construction and/or major improvements.
4. Title to all of the oil, gas and other minerals within and underlying the premises, together with appurtenant mining, drilling and extraction rights and all other rights and privileges appurtenant thereto.
5. The failure to record and/or index any leasehold interest or collateral mortgage affecting oil or gas and minerals is also excluded from insuring provisions of the title policy when issued.
6. Rights granted to Hershey Electric Company as set forth in Miscellaneous Book "U", Volume 13, Page 3.
7. Commonwealth of Pennsylvania Department of Transportation Permit recorded in Instrument No. 20100007794.
8. Commonwealth of Pennsylvania Department of Transportation Access Covenant recorded in Instrument No. 20100007795.
9. Subject to the terms and conditions set forth in Memorandum of Agreement of Sale recorded to Instrument Number 20060018997.
10. Subject to the terms, conditions and notices as set forth in the Final Subdivision and Land Development Plan for Willow Creek Farms, South Hanover Township, Dauphin County, as recorded in the Office of the Recorder of Deeds for Dauphin County, dated April 28, 2009 and recorded June 1, 2012 to Instrument Number 20120015776.
11. Open-End Mortgage and Security Agreement from Mid Penn Bank in the original principal amount of \$2,500,000 dated May 10, 2012 and recorded May 15, 2012 in the Office of the Recorder of Deeds in and for Dauphin County in Instrument Number 2012 0014060.

James M. Zugay, Esq.
Recorder of Deeds
(717) 780-6560

Candace E. Meck
First Deputy



Location:
Dauphin County Courthouse
Room 102
Front & Market Streets
Harrisburg, PA 17101

Recorder of Deeds

Harrisburg, Pennsylvania

CERTIFIED END PAGE

INSTRUMENT #: 20120017616
RECORD DATE: 6/19/2012 10:36:16 AM
RECORDED BY: TMILLER
DOC TYPE: COV
AGENT: CALDWELL & KEARNS RESIDENTIAL COMMERCIAL ABSTRACT
DIRECT NAME: WC FARMS, LLC
INDIRECT NAME:

RECORDING FEES - State: \$0.50
RECORDING FEES - County: \$13.00
ACT 8 OF 1998: \$5.00
ADDITIONAL NAME FEE: \$124.00

SOUTH HANOVER TWP

UPICount: 41
UPIFee: 410
UPIList: 56-003-003-000-0000,56-003-156-000-0000,56-003-157-000-0000,56-003-158-000-0000,56-003-159-000-0000 et al

I Certify This Document To Be Recorded
In Dauphin County, Pennsylvania.



James M. Zugay, Recorder of Deeds

THIS IS A CERTIFICATION PAGE

PLEASE DO NOT DETACH

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT