

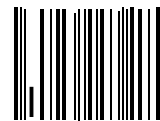
BOOK

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YORK COUNTY
ASSESSMENT OFFICE

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P-E

**AMENDED
DECLARATION OF
BENNETT RUN, A FLEXIBLE PLANNED COMMUNITY**

THIS DECLARATION is made on the date hereinafter set forth by **F-T, LLLP**, a Maryland Limited Partnership, hereinafter referred to as "the Declarant". *P-E*

WITNESSETH:

WHEREAS, Declarant is the current or former owner of certain property in the Township of Conewago, County of York, Commonwealth of Pennsylvania, which is more particularly described in Exhibit "A", to a Declaration of Bennett Run, A Flexible Planned Community recorded in the Office of the Recorder of Deeds in and for York County, Pennsylvania, in Land Record Book 1422, Page 4684 ("Initial Declaration"); and

WHEREAS, a portion of the aforesaid property contains an open area that is intended to be used in common by all members of the Planned Community; and

WHEREAS, the Uniform Planned Community Act, 68 Pa. C.S.A. §5205, requires that all planned communities set forth certain items pertaining to the Planned Community in a Declaration placed of record;

WHEREAS, pursuant to Section 6.03 of the Declaration, the Declarant, having an excess of the required interest for amending the Initial Declaration, wishes to cause the Initial Declaration to be amended as hereinafter set forth.

NOW, THEREFORE, the Declarant hereby declares that all of the property more particularly described in Exhibit "A" to the Initial Declaration, and all of the individual lots thereon shall be held, governed, sold and conveyed subject to the provisions set forth in this Declaration ("Declaration"), which shall run with, and be binding upon, the real property and all parties having any right, title or interest in any part of the real property, along with their heirs, successors and assigns.

**ARTICLE I
DEFINITIONS**

1.01 "Additional Real Estate" shall mean real estate that may be added to the Planned Community.

1.02. "Association" shall mean and refer to Bennett Run Homeowners Association, its successors and assigns.

1.03. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the

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Association at the time of the conveyance of the first lot is described in Exhibit "B", to the Initial Declaration.

1.04. "Declarant" shall mean and refer to F-T, LLLP, its successors and assigns if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

1.05. "Limited Common Area" shall mean a portion of the Common Area allocated by or pursuant to the Uniform Planned Community Act for the exclusive use of one or more but fewer than all of the Lots.

1.06. "Lot" shall mean and refer to any plot of land or parcel shown on any recorded subdivision map of the properties with the exception of the Common Area. The delineation of the boundaries of each lot in Phase I, Section A, are as set forth on the final subdivision plan for Bennett Run dated October 14, 1999, as revised, as prepared by Gordon L. Brown & Associates, Inc. and approved by the Board of Supervisors of Conewago Township and recorded in the Office of the Recorder of Deeds for York County, Pennsylvania at Plan Book RR, Page 91, Sheets 1, 2, and 3.

1.07. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

1.08. "Planned Community" shall mean and refer to Bennett Run, a Planned Community.

1.09. "Properties" shall mean and refer to that certain real property described more fully in Exhibit "A", to the Initial Declaration, along with such additions thereto as may hereafter be brought within the confines of the Planned Community.

1.10. "Unit" shall refer to each Lot Owner, and shall also refer to condominium units for any portion of the Planned Community that is developed as a condominium.

ARTICLE II PROPERTY RIGHTS

Owners' Easements of Enjoyment

2.01. Every Owner shall have a right and easement in and to the Common Area which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by

two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.

**ARTICLE III
MEMBERSHIP AND VOTING RIGHTS**

3.01. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership will be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

3.02. The Association shall have two (2) classes of voting membership:

Class A

- (1) All Lot owners other than Declarant shall be Class A Members and shall be entitled to one vote (per Lot owned) on each matter submitted to a vote at a meeting of the Members, subject to the following exceptions and conditions:
- A. When any such Lot is owned or held by more than one Member as tenants by the entireties, or in joint tenancy in common or any other manner of joint or common ownership or interest, such Members shall collectively be entitled to only one (1) vote relative to such Lot, and if such Members cannot jointly agree as to how that vote should be cast, no vote shall be allowed with respect to such Lot. But if a vote is cast, that vote will be final and binding with respect to such Lot regardless of the disagreement between Common Owners, and counted by the Association, the Association has no liability for counting such a vote.
 - B. Any member who has violated the Common Area Use Rules may have their voting rights suspended in accordance with Section 2.6 of the By-laws that have been adopted by the Declarant contemporaneously with this Declaration.
 - C. Any member who has been notified by the Architectural Committee of a violation of the Protective Covenants that have been adopted by the Declarant contemporaneously with this Declaration, or the Architectural Committee Rules, shall not be entitled to vote during any period in which such violation continues.
 - D. Any member who fails to pay any special assessment levied by the Association shall not be entitled to vote during any period in which any such assessment is delinquent and unpaid.
 - E. The Board may make such regulations, consistent with the terms of the Covenants and Articles of Incorporation and By-Laws of the Association, as it deems advisable for any meeting of members, in regard to proof of Membership in the Association, evidence of right to vote, the appointment and duties of inspectors of votes, registration of members for voting

purposes, and such other matters concerning the conduct of meetings and voting as it shall deem fit.

Class B

(2) The Class B Member shall be Declarant. The Class B Member shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of the first to occur of the following events:

- A. When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- B. December 31, 2007.

**ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS**

Creation of the Lien and Personal Obligation of Assessments

4.01. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, 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 interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Purpose of Assessments

4.02. The assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of the residents in the Properties and for the maintenance, improvement, repair, replacement, regulation, management, real estate taxes, insurance and control of the Common Area.

Maximum Annual Assessment

4.03. Until January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment shall be \$50.00 per Lot. The Declarant will be responsible for the maximum annual assessment for each lot owned by the Declarant.

- (1) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than five percent (5%) above the maximum assessment for the previous year without a vote of the membership.
- (2) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above five percent (5%) by the vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

Special Assessments for Capital Improvements

4.04. In addition to the annual assessments authorized above, 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, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Notice and Quorum for Any Action Authorized Under Paragraphs 4.03, 4.04

4.05. Any action authorized under Paragraph 4.03 or 4.04 shall be taken at a meeting called for that purpose, written notice of which shall be sent to all members not less than thirty (30) nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) 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 the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Uniform Rate of Assessment

4.06. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a quarterly basis.

Date of Commencement of Annual Assessments: Due Dates

4.07. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period.

Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, on demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

**Effect of Nonpayment of Assessments:
Remedies of the Association**

4.08. Any assessments not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of six percent (6%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

Subordination of the Lien to Mortgage

4.09. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessment as to payments which became due prior to such sale or liability for any assessments thereafter becoming due or from the lien thereof. The Association shall have a six (6) month super priority lien for assessments prior to foreclosure which shall be excepted from the provisions of this section.

**ARTICLE V
OTHER PROVISIONS**

Maximum Number of Lots

5.01. Phase I of the Planned Community known as BENNETT RUN, of which Section A is a part, will, as presently planned, consist of a family residential community with approximately one hundred twenty-seven (127) Single Family Detached, thirty (30) Single Family Semi-Detached, one hundred sixty-three (163) Single Family Attached, 1 Recreation, Storm Water & Parking Lot (Lot 327), and 1 Residual (Lot 321) (Phase II), which could contain an additional three hundred twenty (320) lots (One hundred twenty-seven (127) Single Family Detached, thirty (30) Single Family Semi-Detached, and one hundred sixty-three (163) Single Family Attached. Section A of Phase I, which is the initial area of the Planned Community will consist of ten (10) Single Family Detached, thirty-two (32) Single Family Attached and ten (10) Single Family Semi-Detached and one (1) Storm Water and Parking Lot (Lot 322).

Recorded Easements and Licenses

5.02. The Planned Community, and the Properties therein, are subject to certain recorded easements and licenses, as more fully set forth in Exhibit "C" to the Initial Declaration.

Master Association

5.03. There is an explicit reservation of special declarant rights in Declarant to create a Master Association, which right will expire December 31, 2007, unless Declarant has earlier voluntarily relinquished such special Declarant rights. Currently no other planned community exists under which a Master Association could be created. Should a Master Association be created, the relative voting strength and share of common area liability could decrease under a formula in which the fractional share will be determined by the numerator being one and denominator being the total number of Lots controlled by the Master Association.

The Properties which could be a part of the Master Association are contained within the areas of the Additional Real Estate and may be effectuated at different times, and no assurances are made as to the order in which Properties are merged and not all of such Properties are required to be merged.

All Lots created as a result of such merger shall be residential but no assurances are made that any merged Lots will be compatible in terms of architectural style, quality of construction, principal material employed, construction or size.

Restrictions affecting use and occupancy and alienation of Lots in the Declaration will apply to any merged Lots, but no assurances are made relative to the location of improvements or Limited Common Areas or that the proportion of Limited Common Areas to Lots in any merged properties will be equal to those created in this Declaration.

Any assurances made will not apply if the other planned communities are not merged or consolidated with Bennett Run.

Conveyance of Common Area to Association

5.04. The Common Area described in Exhibit "B" to the Initial Declaration shall be conveyed to the Homeowners Association upon the conveyance of the first lot to a homeowner.

Other Covenants and Restrictions for the Planned Community

5.05. Declarant has no knowledge of any hazardous conditions or investigations affecting the Planned Community site, including contamination by hazardous substances,

hazardous wastes or the like or the existence of underground storage tanks for petroleum products or other hazardous substances.

ARTICLE VI

Additional Real Estate

6.01. The Declarant reserves the right to create additional Lots and Limited Common Elements located in the Additional Real Estate, which is described as Phase 1, less Section A, and Phase II known as Lot 321 as shown on Exhibit "D" to the Initial Declaration. This option to add Additional Real Estate will expire December 31, 2007 unless earlier terminated by Declarant. There are no limitations on this option. As additional Lots are added, voting strength and share of Common Area liability is automatically decreased in direct proportion to the number of Lots added. No assurances are made as to the order in which portions of the Additional Real Estate will be added and when any portion is added there is no requirement that all or particular portions must be added.

ARTICLE VII GENERAL PROVISIONS

Enforcement

7.01 .The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to so thereafter.

Severability

7.02. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provision which shall remain in full force and effect.

Amendment

7.03. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first thirty (30) year period by an instrument signed by not less than sixty-seven percent (67%) of the Association, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Association. Any amendment must be recorded.

Insurance

7.04 The Association shall acquire and maintain adequate insurance for liability and other coverages as may be appropriate.

Pledge of Collateral

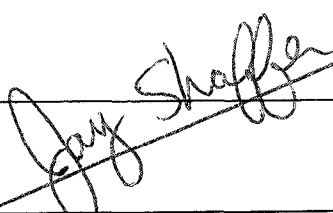
7.05 The Association shall have the right to pledge the Common Area as collateral to a lending institution should it be necessary for capital improvements.


IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto caused its General Partner to set his hand and seal on this 23rd day of May, 2002.

Witness:

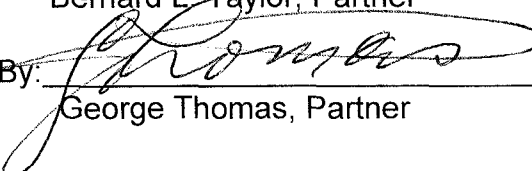
F-T, LLLP

By: Hickory Hills Partnership, Its
General Partner



By: 
Charles W. Test, Partner

By: 
Bernard L. Taylor, Partner

By: 
George Thomas, Partner

COMMONWEALTH OF PENNSYLVANIA

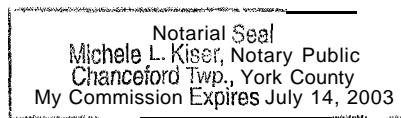
SS:

COUNTY OF YORK

On this 23 day of May, ²⁰⁰²~~2001~~, before me, the undersigned office, a Notary Public, "personally appeared **Charles W. Test, Bernard L. Taylor and George Thomas**, Partners of Hickory Hills Partnership, General Partner of **F-T, LLLP**, and they, as Partners being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

Notary Public Michele L. Kiser



January 12, 2001

DESCRIPTION OF BENNETT RUN -- PHASE I, SECTION A
LOCATED IN CONEWAGO TOWNSHIP

BEGINNING at a point in the centerline of Copenhafer Road, said point being the southeast corner of property, now or formerly, belonging to Conewago Township; thence along the centerline of said Conewago Road, South forty-four (44) degrees, **fifteen** (15) minutes, zero (00) seconds East, fifty and one one-hundredths (50.01) feet to a point; thence along property, now or formerly, belonging to Kim M. Thomas, South forty-four (44) degrees, thirty-six (36) minutes, thirty (30) seconds West, six hundred thirty-six and seventy-two one-hundredths (636.72) feet to a point; thence by the same South forty-four (44) degrees, fifteen (15) minutes, zero (00) seconds East, two hundred five and **thirty-** nine one-hundredths (205.39) feet to a point; thence along property, now or formerly, belonging to Ross A. Dubs, the following seven (7) courses and distances: (1) South **fifty** (50) degrees, zero (00) minutes, zero (00) seconds West, four hundred sixty-four and forty-one one-hundredths (464.41) feet to a point; (2) South fifty (50) degrees, twenty-seven (27) minutes, seven (07) seconds West, fifty and **fifty** one-hundredths (50.50) feet to a point; (3) South forty-nine (49) degrees, forty (40) minutes, twenty-six (26) seconds West, seventy and zero one-hundredths (70.00) feet to a point; (4) South fifty (50) degrees, zero (00) minutes, zero (00) seconds West, one hundred eighty-four and nineteen one-hundredths (184.19) feet to a point; (5) South forty-six (46) degrees, four **(04)** minutes, nine (09) seconds West, fifteen and eighty-five one-hundredths (15.85) feet to a point; (6) South forty-four (44) degrees, thirty (30) minutes, fifty (50) seconds West, one hundred sixty-four and twenty one-hundredths (164.20) feet to a point; (7) South forty (40) degrees, thirty-four (34) minutes, forty-one (41) seconds West, six and twenty-seven one-hundredths (6.27) feet to a point; thence along other property of Bennett Run -- Phase I, South **fifty-one** (51) degrees, forty-nine (49) minutes, forty-seven (47) seconds West, ten and thirty-eight one-hundredths (10.38) feet to a point; thence by the same South fifty (50) degrees, zero (00) minutes, zero (00) seconds West, one hundred twenty-six and seventy-eight one-hundredths (126.78) feet to a point; thence along the east side

Exhibit "A"

of a fifty (50) foot wide street known as Matthew Drive, North forty (40) degrees, **zero** (00) minutes, zero (00) seconds West, one hundred twenty-one and forty-eight **one-** hundredths (121.48) feet to a point; thence crossing said Matthew Drive, South **fifty** (50) degrees, zero (00) minutes, zero (00) seconds West, fifty and zero one-hundredths (50.00) feet to a point; thence along the arc of a curve to the **left** having a radius of sixteen and zero one-hundredths (16.00) feet, a distance of twenty-five and thirteen one-hundredths (25.13) feet, the chord of which is North eighty-five (85) degrees, zero (00) minutes, **zero** (00) seconds West, twenty-two and sixty-three one-hundredths (22.63) feet to a point; thence along other property of Bennett Run -- Phase I, and along the south side of a fifty (50) foot wide street known as Fisher Drive, South **fifty** (50) degrees, zero (**00**) minutes, zero (00) seconds West, four hundred forty and thirty one-hundredths (440.30) feet to a point; thence along the arc of a curve to the left having a radius of sixteen and zero **one-** hundredths (16.00) feet, a distance of twenty-five and sixty-nine one-hundredths (25.69) feet (erroneously labeled as twenty-three and eighty-seven one-hundredths (23.87) feet on the recorded plan), the chord of which is South three (3) degrees, fifty-nine (59) minutes, thirteen (13) seconds West, twenty-three and two one-hundredths (23.02) feet (erroneously labeled as South eighty-seven (87) degrees, fifteen (15) minutes, fifty-five (55) seconds East, twenty-one and seventy-two one-hundredths (21.72) feet on the recorded plan) to a point; thence along other property of Bennett Run -- Phase I, and along the east side of a fifty (50) foot wide street known as Taylor Drive, South forty-two (42) degrees, one (01) minute, thirty-four (34) seconds East, two hundred ninety-five and twenty-eight one-hundredths (295.28) feet to a point; thence crossing said Taylor Drive, **South** forty-seven (47) degrees, fifty-eight (58) minutes, twenty-six (26) seconds West, fifty and zero one-hundredths (50.00) feet to a point; thence along other property of **Bennett** Run -- Phase I, and along the west side of said Taylor Drive, North forty-two (42) **degrees,** **one** (01) minute, thirty-four (34) seconds West, three hundred eighty-four and thirty one-hundredths (384.30) feet to a point; thence crossing said Taylor Drive, North forty-seven (47) degrees, fifty-eight (**58**) minutes, twenty-six (26) seconds East, fifty and zero one-hundredths (50.00) feet to a point; thence along other property of Bennett Run -- Phase I, and along the west side of said Taylor Drive, South forty-two (42) degrees, one (01) minute, thirty-four (34) seconds East, six and ninety-seven one-hundredths (6.97)

feet to a point; thence along the arc of a curve to the left having a radius of sixteen and zero one-hundredths (16.00) feet, a distance of twenty-four and fifty-seven ~~one-~~ hundredths (24.57) feet (erroneously labeled as twenty-six and thirty-two one-hundredths (26.32) feet on the recorded plan), the chord of which is South eighty-six (86) degrees, zero (00) minutes, forty-seven (47) seconds East, twenty-two and twenty one-hundredths (22.20) feet (erroneously labeled as South two (2) degrees, fifty-two (52) minutes, thirty (30) seconds West, twenty-three and forty-five one-hundredths (23.45) feet on the recorded plan) to a point; thence along other property of Bennett Run → Phase I and along the north side of the above mentioned fifty (50) foot wide street known as Fisher Drive, **North fifty** (50) degrees, zero (00) minutes, zero (00) seconds **East**, four hundred sixty-eight and seventy-two one-hundredths (468.72) feet to a point; thence along Lot No. 176, North forty (40) degrees, zero (00) minutes, zero (00) seconds West, one hundred ten and zero one-hundredths (110.00) feet to a point; thence along other property of Bennett Run → Phase I, North **fifty** (50) degrees, zero (00) minutes, zero (00) seconds East, five hundred forty-three and ten one-hundredths (543.10) feet to a point; thence by the same and along the west side of a **fifty** (50) foot wide street known as Thomas Drive, North forty-four (44) degrees, thirty-one (31) minutes, fifty (50) seconds West, one hundred five and fifty-nine one-hundredths (105.59) feet to a point; thence along the arc of a curve to the left having a radius of sixteen and zero one-hundredths (16.00) feet, a distance of twenty-three and eighty-seven one-hundredths (23.87) feet, the chord of which is North eighty-seven (87) degrees, **fifty-five** (55) minutes, fifteen (15) seconds West, twenty-one and seventy-two one-hundredths (21.72) feet to a point; thence crossing a fifty (50) foot wide street known as Jewel Drive, North forty-seven (47) degrees, twenty-four (24) minutes, fifteen (15) seconds West, (erroneously labeled as North seventeen (17) degrees, twenty-four (24) minutes, fifteen (15) seconds West, on the recorded plan), fifty and forty-two one-hundredths (50.42) feet to a point; thence along the arc of a curve to the **left** having a radius of sixteen and zero one-hundredths (16.00) feet, a distance of twenty-six and forty one-hundredths (26.40) feet, the chord of which is North two (2) degrees, forty-four (44) minutes, five (05) seconds East, twenty-three and fifty one-hundredths **(23.50) feet** to a point; thence along other property of Bennett Run → Phase I, and along the west side of the above mentioned Thomas Drive, North forty-four (44) degrees,

thirty-one (3 1) minutes, **fifty** (50) seconds West, (erroneously labeled as South seventy-five (75) degrees, twenty-eight (28) minutes, ten (10) seconds West, one the recorded plan), **one** hundred nine and **thirteen** one-hundredths (109.13) feet to a point; thence crossing said Thomas Drive , North forty-five (45) degrees, twenty-eight (28) minutes, ten (10) seconds East, (erroneously labeled as South seventy-five (75) degrees, **twenty-eight** (28) minutes, ten (10) seconds West, one the recorded plan), fifty and zero **one-hundredths** (50.00) feet to a point; thence along other property of Bennett Run ~ Phase I, **the** following two (2) courses and distances: (1) North fifty (50) degrees, zero (00) minutes, zero (00) seconds East, two hundred sixty-three and ninety-one one-hundredths (263.91) feet to a point; (2) South forty-four (44) degrees, fifteen (15) minutes, zero (00) seconds East, one hundred thirty and thirty-six one-hundredths (I 30.36) feet to a point; thence by the same and along the north side of a **fifty** (50) foot wide street known as Jewel Drive, North fifty (50) degrees, zero (00) minutes, zero (00) seconds East, seventy-eight and three one-hundredths (78.03) feet to a point; thence along the arc of a curve to **the left** having a radius of sixteen and zero one-hundredths (I 6.00) feet, a distance of twenty-six and thirty-two one-hundredths (26.32) feet, the chord of which is North two (2) degrees, fifty-two (52) minutes, **thirty** (30) seconds East, twenty-three and forty-five one-hundredths (23.45) feet to a point; thence crossing a **fifty** (50) foot wide street known as Trevor Road, North forty-five (45) degrees, forty-five (45) minutes, zero (00) seconds East, (erroneously labeled as South forty-four (44) degrees, fifteen (15) minutes, zero (00) seconds East on the recorded plan), fifty and zero one-hundredths (50.00) feet to a point; thence along other property of Bennett Run ~ Phase I, and along the east side of said Trevor Road, South forty-four (44) degrees, fifteen (1 5) minutes, zero (00) seconds East, forty-one and forty-six one-hundredths (41.46) feet to a point; thence along Lot No. 53, North forty-five (45) degrees, forty-five (45) minutes, zero (00) seconds East, one hundred ten and zero one-hundredths (110.00) feet to a point; thence along property, now or formerly, belonging to Conewago Township, South forty-four (44) degrees, fifteen (I 5) minutes, zero (00) seconds East, one hundred eighty-three and fifty one-hundredths (I 83.50) feet to a point; thence by the same and along the north side of the above mentioned **fifty** (50) foot wide street known as Fisher Drive, North forty-four (44)

degrees, thirty-six (36) minutes, thirty (30) seconds East, six hundred thirty-six and
seventy-two one-hundredths (636.72) feet to a point the place of Beginning.

Containing 12.0973 acres.

Lee **Faircloth**
Chief-Of-Surveys

January 12, 2001

DESCRIPTION OF LOT NO. 322 IN
BENNETT RUN - PHASE I, SECTION A
LOCATED IN CONEWAGO TOWNSHIP

BEGINNING at a point on the south side of a **fifty** (50) foot wide street known as Fisher Drive, said point being the northwest corner of Lot No. 10; thence along said Lot No. 10, South forty (40) degrees, zero (00) minutes, zero (00) seconds East, one hundred nineteen and sixty one-hundredths (119.60) feet to a point; thence along property, now or formerly, belonging to Ross A. Dubs, South forty-nine (49) degrees, forty (40) minutes, twenty-six (26) seconds West, seventy and zero one-hundredths (70.00) feet to a point; thence **along** Lot No. 226, North forty (40) degrees, zero **(00)** minutes, zero (00) seconds West, one hundred twenty and zero one-hundredths (120.00) feet to a point; thence along the south side of the above mentioned fifty (50) foot wide street known as Fisher Drive, North **fifty** (50) degrees, zero (00) minutes, zero (00) seconds East, seventy and zero **one-** hundredths (70.00) feet to a point the place of Beginning.

Containing 8,385.81 sq. ft.

Lee Faircloth
Chief-Of-Surveys

Exhibit "B"

January 12, 2001

DESCRIPTION OF LOT NO. 322 IN
BENNETT RUN -PHASE I, SECTION A
LOCATED IN CONEWAGO TOWNSHIP

BEGINNING at a point on the north side of a **fifty (50)** foot wide street known as Fisher Drive, said point being the southeast corner of Lot No. 176; thence along said Lot No. 176, North forty (40) degrees, zero (00) minutes, zero (00) seconds West, one hundred ten and zero one-hundredths (110.00) feet to a point; thence along other property of Bennett Run - Phase I, North **fifty (50)** degrees, zero (00) minutes, zero (00) seconds East, forty-six and seventy-six one-hundredths (46.76) feet to a point; thence along Lot No. 174, South forty (40) degrees, zero (00) minutes, zero (00) seconds East, one hundred ten and zero one-hundredths (110.00) feet to a point; thence along the north side of the above mentioned fifty (50) foot wide street known Fisher Drive, South fifty (50) degrees, zero (00) minutes, zero (00) seconds West, forty-six and seventy-six one-hundredths (46.76) feet to a point the place of Beginning.

Containing 5,144.00 sq. ft.

Lee Faircloth
Chief-Of-Surveys

Exhibit "B"

EXHIBIT "C"

**LIST OF RECORDED EASEMENTS AND LICENSES FOR LANDS CONTAINED
WITHIN BENNETT RUN, A PLANNED COMMUNITY**

1. 175 foot right of way as referred to in Record Book 1325, Page 5670.
2. Maintenance Agreement as set forth in Record Book 1409, Page 1242.
3. Reservation as set forth in Record Book 135.2, Page 6456.
4. The legal operation and effect of the plan notes, easements, conditions and encumbrances as shown on Plan Book NN-935, Y-558, II-414, FF-543, DD-519, **QQ-62**
5. Rights of others in and to stream crossing premises.
6. Restrictions, covenants and conditions as set forth in Record Book 60-U, Page 261, 84-K, 127, 67-C, 258, 103-Y, 207. 103-R, 28.
7. Rights granted to General Telephone Company of Pennsylvania as set forth in Record Book 68-C, Page 1067.
8. Rights granted to Metropolitan Edison Company as set forth in Record Books 36-I, Page 238, 40-G, Page 318, 41-J, page 402, 40-G, page 324, 52-0, Page 80, 44-R, Page 377, 44-B, Page 146, 63-N Page 614, 107-A, Page 479, 53-Q, Page 545.
9. Rights granted to York Telephone and Telegraph Company as set forth in Record Books 37-E, page 342, 46-V, Page 202, 64-K, Page 988.
10. Rights granted to Edison Light and Power Company as set forth in Record Books 26-U, Page 658 and 26-X, Page 10.
11. Private road referred to in Tract 3 of Record Books 845 Page 48 and 1366, page 3199.
12. Right-of-Ways as set forth in Record Books 1398-3768, 1400-4735, 1400-4741, 1402-6764, 1409-1246, 1409, 1253, as amended in 1419-3918. These Right-of-Ways were assigned to Conewago Township Sewer Authority by Assignment dated November 28, 2000, and about to be recorded in the Office of the Recorder of Deeds in and for York County, Pennsylvania
13. Reservation as set forth in Record Book 27-E, Page 87.
14. Right-of-Way to be granted for access to adjoining property owner through extension of Test Road in westwardly direction to property line.

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RECORDER OF DEEDS
 YORK COUNTY
 PENNSYLVANIA

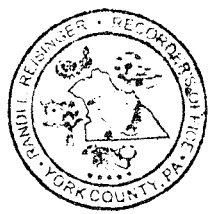
INSTRUMENT NUMBER
 2002049756

RECORDED ON
 JUN 19, 2002
 1:56:32 PM

RECORDING FEE \$43.00
 PIN NUMBER FEES \$112.00
 STATE WRIT TAX \$0.50
 COUNTY ARCHIVES FEE \$1.00
 RDD ARCHIVES FEE \$1.00
 TOTAL \$157.50

INV: 331189 USER: TMS
 CUSTOMER
 BARLEY, SNYDER, BENET
 COHEN

I Certify This Document To Be
 Recorded In York County, Pa.



Randi J. Reisinger
 Recorder of Deeds