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**DECLARATION OF RESTRICTIONS, COVENANTS AND EASEMENTS
OF DARLINGTON VALLEY**

Township of Middletown, Delaware County, Pennsylvania

THIS DECLARATION OF RESTRICTIONS, COVENANTS AND EASEMENTS (hereinafter the "Declaration"), made this 29th day of June, 1993, by Mark S. Ressler and Adele M. Ressler (hereinafter "Ressler"), and Dorothy R. Darlington, Executor and Trustee under the Will of Paul Darlington, also known as Paul Darlington, Jr., Deceased, and Paul Darlington, III, Executor and Trustee under the Will of Paul Darlington, also known as Paul Darlington, Jr., Deceased, and Dorothy R. Darlington, individually, and Richard S. Darlington and Barbara Mae Darlington (collectively referred to herein as "the Darlington Family Interests"). (Ressler and the Darlington Family Interests are referred to collectively herein as "Declarant").

070113

SECTION 17, EN 2, 1F

BACKGROUND

1. Ressler is the legal owner of certain portions of and the Darlington Family Interests are the legal owners of the remaining portions of a certain tract of land known or to be known as the Darlington Valley development (the "Development"), situate in Middletown Township, Delaware County, Pennsylvania, located on Richard Lane and Stephen Drive and containing approximately 100.962 gross acres, more or less, which land is more fully described in the legal description which is attached hereto and made a part hereof and marked Exhibit "A" (the "Property" which is more fully defined in Article I hereof).

2. Ressler desires to develop the Property as an eighty-six unit planned residential development containing forty-three (43) single-family homes and forty-three (43) townhouses, with certain portions of the Property identified as common areas for the common benefit, use and enjoyment of the residents and certain portions of the Property to be dedicated to the Township of Middletown, Delaware County, Pennsylvania, in accordance with the following development plans for the Property:

a. Plans entitled "Final P.R.D. Development Plans of Ressler Development Group, Inc. for Darlington Valley, Middletown Township, Delaware County, PA," prepared by Brandywine Valley Engineers, Inc., Consulting Engineers & Land Surveyors, 188 Pennell Road, Aston, PA 19014, consisting of twenty-four sheets (Sheet Nos. 1-23 and 10A) and a cover sheet, dated July 10, 1989 and last revised June 9, 1993, except as follows:

(1) Sheet 1 is dated July 10, 1989 and last revised March 2, 1993;

EXHIBIT "J"

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house
etc

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(1) Sheet 1 is dated July 10, 1989 and last revised March 2, 1993;

- (2) Sheet 2 is dated July 10, 1989 and last revised March 2, 1993;
- (3) Sheet 4 is dated July 10, 1989 and last revised June 23, 1993;
- (4) Sheet 5 is dated July 10, 1989 and last revised March 2, 1993;
- (5) Sheet 6 is dated September 27, 1989 and last revised March 2, 1993;
- (6) Sheet 7 is dated July 10, 1989 and last revised March 2, 1993;
- (7) Sheet 8 is dated July 10, 1989 and last revised March 2, 1993;
- (8) Sheet 9 is dated July 10, 1989 and last revised June 23, 1993;
- (9) Sheet 10 is dated July 10, 1989 and last revised March 2, 1993;
- (10) Sheet 10A is dated August 7, 1990 and last revised May 27, 1993;
- (11) Sheet 11 is dated July 10, 1989 and last revised May 27, 1993;
- (12) Sheet 12 is dated July 10, 1989 and last revised May 27, 1993;
- (13) Sheet 13 is dated July 10, 1989 and last revised June 23, 1993;
- (14) Sheet 14 is dated July 10, 1989 and last revised March 2, 1993;
- (15) Sheet 15 is dated July 10, 1989 and last revised March 2, 1993;
- (16) Sheet 16 is dated July 10, 1989 and last revised March 2, 1993;
- (17) Sheet 17 is dated July 10, 1989 and last revised March 2, 1993;
- (18) Sheet 18 is dated August 7, 1989 and last revised August 22, 1990;

(19) Sheet 19 is dated August 7, 1989 and last revised March 2, 1993;

(20) Sheet 20 is dated August 7, 1989 and last revised March 2, 1993;

(21) Sheet 21 is dated November 13, 1989 and last revised August 7, 1990;

(22) Sheet 22 is dated November 13, 1990 and last revised August 7, 1990; and

(23) Sheet 23 is dated November 13, 1990 and last revised August 7, 1990 (the foregoing Plans, as finally approved and as the same may be amended from time to time in accordance with any required municipal approvals, are referred to herein as the "Submission Plans").

b. Plans entitled "Phase I Record Plan" for Darlington Valley or Darlington Valley P.R.D. prepared by Brandywine Valley Engineers, Inc., Consulting Engineers & Land Surveyors, 188 Pennell Road, Aston, PA 19014, consisting of two sheets dated February 22, 1993, Sheet 1 of which is last revised June 9, 1993 and Sheet 2 of which is last revised June 23, 1993 (the foregoing Plans, as finally approved and as the same may be amended from time to time in accordance with any required municipal approvals, are referred to herein as the "Phase I Record Plan").

c. Plans entitled "Topographic Plan for Darlington Valley Force Main (Off-Site)", prepared by Brandywine Valley Engineers, Inc., Consulting Engineers & Land Surveyors, 188 Pennell Road, Aston, PA 19014, consisting of three sheets dated May 5, 1993 (the foregoing Plans, as finally approved and as the same may be amended from time to time in accordance with any required municipal approvals, are referred to herein as the "Sewer Plans").

d. The Foregoing Submission Plans, Phase I Record Plan and the Sewer Plans, as finally approved and as the same may be amended from time to time in accordance with any required municipal approvals, are referred to collectively herein as the "Development Plan" or the "Plan". The phrase "Development Plan" or "Plan" shall also include any Record Plans for Phases II, III and IV of the Property which are approved by the Township of Middletown, Delaware County, Pennsylvania and recorded.

3. The Property has been divided into four (4) phases (the "Phases") for development purposes, which Phases have been designated "Phase I", "Phase II", "Phase III" and "Phase IV", respectively, as shown on the Development Plan (collectively referred to herein as "the Phases"). Certain portions of the

Property have also been designated "Community Open Space" and "Darlington Valley Open Space", as shown on the Development Plan.

4. Developer is the legal titleholder of Phase I of the Property. A legal description of Phase I of the Property is attached hereto, made a part hereof and marked Exhibit "A-1". Developer is the equitable titleholder of Phases II, III and IV of the property as Buyer under an Agreement of Sale with the Darlington Family Interests, as defined above, dated July 16, 1992, as amended (the "Agreement of Sale").

5. The Darlington Family Interests are the legal titleholders of Phases II, III and IV of the Property, of the Community Open Space and of the Darlington Valley Open Space. Legal descriptions of the Community Open Space and the Darlington Valley Open Space are attached hereto, made a part hereof and marked Exhibits "A-2" and "A-3", respectively.

7. Ressler intends to develop the Property in four (4) Phases as shown on the Development Plan. It is Ressler's intention to sell lots from the Property and, either prior to or after such sale, to erect or permit to be erected on each of the lots a single family dwelling unit, to dedicate certain of the street rights-of-way and the storm sewers therein and the appurtenances thereto within the rights-of-way to Middletown Township, to dedicate or cause the Community Open Space to be dedicated to the Township, to dedicate or cause the sanitary sewer system to be dedicated to the Middletown Township, Delaware County, Sewer Authority (the "Sewer Authority") and to convey to a community association the remaining portions of the Property as common areas for the benefit of the residents and Ressler as developer of the Property.

8. Declarant desires to ensure the attractiveness of Darlington Valley and to provide for the maintenance of the common areas and other areas of Darlington Valley.

9. Declarant further desires to provide for the preservation and maintenance of the value, style of living and amenities on the Property and, therefore, hereby subjects the Property to certain restrictions, easements, covenants, conditions and charges as hereinafter set forth, all of which are for the benefit of the Property, the residents and any other specific parties hereinafter named.

10. This Declaration is intended to be a master document governing the Property.

11. This Declaration is intended to set forth the rights and obligations of Ressler, the Darlington Family Interests, the residents, the holders of mortgages on the lots and Middletown Township and the Sewer Authority as each such right and

obligation relates to the development, sale and use of the Property.

TERMS

NOW, THEREFORE, Declarant, intending to be legally bound hereby, declares that the Property and every part thereof is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, conditions, assessment, liens and charges, all as hereinafter set forth, and all of which shall run with the land and shall be binding upon and inure to the benefit of all parties having or acquiring any interest in the Property or any portion thereof for the period of time hereinafter specified.

ARTICLE I

DEFINITIONS

The "Background" section set forth above is hereby incorporated herein as though fully set forth. The following definitions, in addition to those definitions set forth in the "Background" section hereof, shall apply to the capitalized words when used in this Declaration or in any amendment or supplement hereto (unless the context clearly indicates otherwise):

1. "Association" shall mean and refer to Darlington Valley Homeowners Association, Inc., a non-profit corporation formed under the laws of the Commonwealth of Pennsylvania, and any successors thereto.

2. "Board" shall mean the Board of Directors of the Association.

3. "By-Laws" shall mean the By-Laws of the Association, as the same may be amended from time to time as provided in the By-Laws.

4. "Common Areas" shall mean and refer to all of those portions of the Property shown on the Plan, including any improvements thereto, which are: not within the title lines of the Lots (hereinafter defined); and not dedicated to and accepted by the Township (hereinafter defined), the Sewer Authority or any other local or state governmental or quasi-governmental authority for public use. The Common Areas shall also include any stormwater management structures of the Property as well as any easement for access to any such structures, unless such easements or stormwater management structures are located within a road right-of-way or other area dedicated to, and accepted by, the Township.

5. "Control Date" shall mean that date on which both of the following have occurred: (a) 90% of the Lots contained in Phases 1, 2, 3 and 4 or June 28, 1998, whichever is earlier, have been conveyed by a Developer to a Person who is not a Developer and (b) the same 90% of the Lots have had Units constructed thereon which are ready for lawful occupancy.

6. "Declaration" shall mean and refer to this Declaration of Restrictions, Covenants and Easements of Darlington Valley, filed or to be filed for recording in the Office of the Recorder of Deeds of Delaware County, Pennsylvania, as the same may be amended from time to time as provided herein.

7. "Developer" shall mean and refer to Mark S. Ressler and Adele M. Ressler, or any Person to which Ressler or any future Developer assigns its rights as Developer and which owns one or more Lots. Any such assignment by Ressler or a future Developer must, to be effective, be in writing and disclosed in an Amendment to this Declaration filed for recording in the Office of the Recorder of Deeds of Delaware County. There shall be only one Developer at any time. Any special rights or powers granted herein to the Developer shall be extinguishable upon the Control Date.

8. "Directors" shall mean the members of the Board.

9. "Lot" shall mean any of the plots of land within the boundaries of the Property which is shown as a single lot on a recorded Phase Record Plan (hereinafter defined) and which is intended to be used for the erection of a single family dwelling. The term "Lot" shall include, as to each Lot, any dwelling and any other structures and improvements constructed thereon. The term "Lot" shall not, however, mean or refer to: all or any portion of the Common Area; or areas dedicated to and accepted by the Township, the Sewer Authority, or by any other local or state governmental or quasi-governmental authority for public use.

10. "Member" shall mean a member of the Association. Except for the Developer as provided in Article V, Section 1, all of the Owners of a Lot, regardless of their number, shall constitute only one Member for purposes of voting on, consenting to or approving any act under this Declaration or the By-Laws.

11. "Occupant" shall mean the occupant of a Unit who is either an Owner or a tenant under valid lease agreement with the Owner.

12. "Owner" shall mean the record owner, whether one or more Persons, of the fee simple title to any Lot, but excluding any Person having an interest, however described, merely as security for the performance of an obligation unless and until such Person has acquired fee simple title pursuant to

foreclosure, other legal proceedings or a deed in lieu of foreclosure. The Developer may also be an Owner under this Declaration.

13. "Person" shall include an individual, corporation, partnership, unincorporated association or other entity.

14. "Phase Record Plan" shall mean and refer to the final record plan for Phase I, Phase II, Phase III or Phase IV of the Property, prepared for Declarant by Brandywine Valley Engineers Inc., or any other engineer chosen by Developer, which has been approved by the Township Council and recorded in the Office of the Recorder of Deeds of Delaware County, Pennsylvania. The Phase I Record Plan for Darlington Valley P.R.D. dated February 22, 1993, Sheet one (1) of which is last revised June 9, 1993 and Sheet 2 of which is last revised June 23, 1993, prepared by Brandywine Valley Engineers, Inc., has been approved by Township Council and has been or will be recorded in the office of the Recorder of Deeds.

15. "Property" shall mean and refer to the real property described in Exhibit "A" attached to this Declaration and incorporated herein, including but not limited to any Additional Real Estate added to the Property. The term "Property" shall not include, however, any area within the lands described in Exhibit "A" once any such area has been dedicated to and accepted by a municipality, other governmental authority, quasi-governmental authority, a conservation organization or a public utility company for public use as referred to in Section 3 of Article III of this Declaration.

16. "Township" shall mean the Township of Middletown, Delaware County, Pennsylvania, and any board, commission, agency, authority, or officer or township manager thereof when acting pursuant to, or under color of, its or their lawful authority.

17. "Unit" shall mean all or any portion of a building located upon a Lot and designated and intended for the use and occupancy as a dwelling, including a single family home or a townhouse unit.

ARTICLE II

EASEMENTS

1. Grant of Easements.

Declarant, subject to the limitations contained in this Declaration, hereby grants, creates and declares the following non-exclusive, common, free and uninterrupted uses, rights, liberties, easements and privileges in, upon, through, over, under and across the Property for the benefit of the Association,

its agents, contractors and employees, Developer and Developer's agents and employees, and all present and future Owners, other Occupants and their guests and invitees:

(a) access to, ingress to and egress from all portions of the Common Areas;

(b) right and enjoyment in and to the Common Areas;

(c) use and enjoyment of all paths, walkways, driveways, roadways located wheresoever on the Common Areas, and entrances and exits to streets and roads which are now or hereinafter may be located within the Common Areas;

(d) the use of all recreational and community facilities, if any, whether now existing or to be constructed or erected within the Common Areas.

Except as provided above, no Person shall have the right to use or enjoy any easement created in this Article II, Section 1, and none of the rights, privileges or easements created in this Article II, Section 1 may be used by the public at large.

2. Utility Easements.

There is hereby created an easement upon, across, over, through and under the Property for ingress, egress, construction, installation, replacement, relocation, restoration, operation, reconstruction, alteration, inspection, removal, repair and maintenance of all utility and service lines, systems and equipment including but not limited to water, sewer, gas, telephone, electricity, television, cable or communication lines, systems and equipment. By virtue of this easement, it shall be expressly permissible for Developer, its agents, employees or contractors or the Sewer Authority or the providing utility or service company to install and maintain lines, facilities and equipment on said Property, to excavate for search purposes, to prune or remove trees and shrubbery which directly interfere with the installation or maintenance of such utility service lines, systems or equipment, and to take such additional necessary action, provided such party restores any disturbed areas (other than trees or shrubbery removed as aforesaid) as near as practicable to the condition in which they were found. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, water lines or other utility service lines or facilities for such utilities may be installed or relocated on the Property except as approved by Developer (so long as Developer is engaged in developing or improving any portion of the Property) or by the Association thereafter. The restriction set forth in the immediately

preceding sentence shall not be construed to apply to the relocation, installation, or removal of utility lines within a Unit which serve only the Unit.

3. Developer's Easement to Correct Drainage.

For a period of five (5) years from the date of conveyance of each Lot, Developer reserves an easement and right, but not an obligation, for the benefit of Developer, and Developer's agents, employees and contractors on, over and under the ground within that Lot to maintain and to correct drainage of surface water in order to maintain reasonable standards of health, safety and appearance. Such right expressly includes the right to cut any trees, bushes or shrubbery, make any grading of the soil or take any other similar action reasonably necessary, following which Developer shall restore the affected Lot, or cause the affected Lot to be restored, as near as practicable to the condition in which it was found. Developer shall give timely notice of intent to take such action to the Owner of each Lot to be entered, unless in the sole opinion of the Developer an emergency exists which precludes such notice.

4. Construction Easements and Rights.

Notwithstanding any provision of this Declaration to the contrary, so long as the Developer is engaged in developing or improving any portion of the Property, Developer, its agents, employees and contractors shall have an easement of ingress, egress and use over the Common Areas for (i) movement and storage of building materials and equipment, (ii) erection and maintenance of directional and promotional signs, and (iii) the conduct of sales activities, including, but not limited to, maintenance of model residences, if any. Such easements shall be subject to reasonable rules established by the Board to maintain reasonable standards of safety, cleanliness and general appearance of the Property.

5. Easement to Inspect.

There is hereby created an easement in favor of the Association, its agents and employees, for ingress to and egress from any Lot during reasonable hours for any of the following purposes: (i) inspecting the Lot and any Unit located thereon for alleged violations of this Declaration or for compliance with architectural standards, or approved plans for alterations and improvements, provided the Owner of such Lot is given written notice of the purpose and time of inspection (at least three (3) days in advance thereof), provided, however, that no advance written notice shall be provided in the case of an emergency as determined in the sole discretion of the Association, or (ii) to perform such maintenance as is required or permitted by this Declaration.

6. Signage Easement.

There is hereby created in favor of the Association an easement on the Common Areas for the erection and maintenance of such signs or monuments as are used to identify the community, identify streets or provide directions to pedestrians or motorists or are used for traffic safety, so long as such signs are located within fifteen feet of the right-of-way line of any street within or adjoining the Property.

Nothing contained in this Section is intended to relieve the Association from its obligation to comply with the signage requirements of any ordinance of the Township now or hereafter in effect.

7. Township's Easement.

There is hereby created in favor of the Township, its agents, employees and independent contractors, an easement upon, across, over, through and under the Property for access to and maintenance of any Common Areas in accordance with Article X, Section 1 hereof and any stormwater management swale or other structures in accordance with Article X, Section 2 hereof. There is hereby further created in favor of the Township an easement upon, across, over, through and under the Common Areas for access to and egress from the Community Open Space upon dedication and acceptance thereof, together with an easement upon, across, over and through the Property in favor of the Township for storm water drainage from the Community Open Space onto the Property.

8. Duration of Easements.

Except as otherwise set forth in this Article, the easements and rights granted and reserved herein are and shall be conveyed as running with the land and shall be perpetual and continue in full force and effect until modified or terminated pursuant to the provisions of this Declaration. Without limitation of the foregoing, the easements and rights granted and reserved herein, except those easements and rights granted in Article II, Section 7 hereof, and any other easement granted for the benefit of the Township, shall terminate as to any area within the land described in Exhibit "A" which is dedicated for public use to any municipality, other governmental or quasi-governmental authority or public utility, effective at the time of acceptance of such dedication.

9. Drainage Easement.

There shall also exist a storm water easement for drainage across certain portions of the property adjacent to the Property as detailed in a Storm Water Easement Agreement dated June 29, 1993 by and between Developer as Grantor and the

Darlington Family Interests, the Association and the Township as Grantees and recorded in the Office of the Recorder of Deeds of Delaware County, Pennsylvania.

10. Amended or Additional Easements.

All easements shown or cross-referenced on the Plan and granted and recorded prior to or contemporaneously with the recordation of this Declaration are incorporated herein by reference. The Declarant, until the Control Date only, may amend or relocate the foregoing easements or grant additional easements within the boundaries of the Property without the joinder of any Owner, his mortgagee or other interested party, in order to accomplish the objectives of such easements as described herein.

TO HAVE AND TO HOLD all the aforesaid easements, privileges and rights at all times hereafter, except and under and subject as hereinafter provided, as appurtenant to the Lots, Units, and the remainder of the Property.

ARTICLE III

THE COMMON AREAS AND COMMUNITY OPEN SPACE

1. Title to Common Areas.

The Darlington Family Interests shall transfer and convey the Darlington Valley Open Space, as shown on the Phase I Record Plan, to the Association and the Association shall accept legal title thereto. Developer shall dedicate the streets and roads shown on the Phase Record Plans, together with the storm sewers therein and the appurtenances thereto within the street rights-of-way, to the Township if and when required to do so by the Township. Declarant, Developer and the Association shall each have the authority and, where specifically provided, the obligation to transfer and convey legal title to the Common Areas or parts thereof to the Association, the Township, the Sewer Authority, a conservation organization, public utility service companies, or any of them. No portion of the Common Areas shall be conveyed without the prior written consent of the Township. The Association shall have the authority and the obligation to convey legal title to the "sewer system", as that term is defined in the Sanitary Sewer Agreement dated June 29, 1993, by and between the Sewer Authority and Ressler as the same may be amended from time to time, to the Sewer Authority when required to do so by the Sewer Authority.

2. Extent of Rights and Easements.

The rights and easements of enjoyment granted in this Declaration shall be subject to the following:

(a) The right and ability of the Developer to construct improvements upon the Property and of the Township to inspect such construction.

(b) The right of the Association to suspend the enjoyment or rights of any Owner or other Occupant for a reason set forth herein or in any rules and regulations promulgated by the Board.

(c) The right of the Declarant, Developer or the Association to dedicate or transfer all or any portion of the Common Areas to one or more of the following: the Township, a municipal authority, a conservation organization, a public utility service company or companies; for all legal purposes and subject to such conditions as may be established by the Declarant or the Association.

(d) The right of the Declarant, Developer or the Association to grant easements for use of the Common Areas to any Person for any reason and for such consideration deemed appropriate by the Board.

(e) The right of the Association to establish and enforce reasonable rules and regulations for the safety and welfare of the Occupants and maintenance and preservation of the Common Areas.

3. Dedication of Common Areas.

Upon acceptance of dedication for public use of any part of the Property by a municipality or other governmental or quasi-governmental authority, a conservation organization or a public utility, this Declaration and the rights, covenants, easements, and restrictions created herein, except those rights and easements granted in Article II Section 7 hereof and any other rights granted to the Township herein, shall no longer affect such portion of the Property nor be binding on the municipality or authority, unless expressly provided otherwise in the instrument of conveyance or an Amendment to this Declaration recorded in the Office of the Recorder of Deeds of Delaware County and approved by the Township.

4. Dedication of Community Open Space.

The Darlington Family Interests shall dedicate the Community Open Space, as shown on the Phase I Record Plan, to the Township.

ARTICLE IV

MEMBERSHIP IN THE ASSOCIATION

1. Membership.

Each Owner of a Lot, including a Developer, shall be a member in the Association, subject to the terms of this Declaration. However, if there is more than one Owner of a Lot such Owners shall nevertheless be collectively entitled to only one vote in any election or other action of the membership of the Association. Membership in the Association shall be appurtenant to each Lot and transfer of title to each Lot shall automatically transfer membership in the Association to the transferee or transferees without the necessity of the delivery of any document. Membership in the Association shall not be separated from ownership of any Lot.

2. Rights of Members.

The rights of the Members, including voting rights, and the obligations of such Members, including dues for assessments, shall be as provided hereinafter and, to the extent not in conflict with the terms of this Declaration, in the By-Laws.

3. Creation of Additional Homeowners Associations.

Declarant and Developer reserve the right to create one or more additional Homeowners Associations to serve the specific needs of Owners in any Phase or portion of any Phase of the Development. In particular, Declarant and Developer reserve the right to create one or more Townhouse Associations to serve the owners of the forty-three (43) proposed townhouses.

ARTICLE V

VOTING RIGHTS

1. Voting Rights of Owners.

In all matters which may come before the Members of the Association according to the procedures in this Declaration or in the By-Laws, there shall be only one (1) vote for each Lot; except, however, that the Developer shall have ten (10) votes for each Lot owned by the Developer. The Developer may, at any time, voluntarily relinquish, without necessity of consent by any Owner or other Person, Developer's right to ten (10) votes for each Lot owned by filing for recording in the Office of the Recorder of Deeds of Delaware County an Amendment to this Declaration evidencing such relinquishment, whereupon the Developer shall have one (1) vote for each Lot owned.

2. Common or Joint Ownership.

In the event that more than one Person shall at any time be the Owner of any Lot, all such Persons shall be Members and the vote for such Lot shall be exercised as such persons among themselves shall determine. In no event shall more than one vote be cast with respect to any Lot except as provided herein with respect to Lots owned by Developer. If any Member casts a vote representing a certain Lot, the Association may thereafter conclusively presume for all purposes that such Member is acting with the authority and consent of all other Owners of the same Lot. In the event more than one vote is cast for a particular Lot, none of said votes shall be counted and said votes shall be deemed void.

ARTICLE VI

COVENANT FOR ASSESSMENTS

1. Creation of a Charge and Obligation for Assessments.

Each Owner, by acceptance of a deed for such Owner's Lot, whether or not it shall be so expressed in such deed, including, but not limited to, any purchaser at a judicial sale or heir or devisee of a deceased Owner, is deemed to covenant and agree to pay to the Association, in the manner provided herein, such annual general, special, delinquency, and restoration assessments as are established in the manner provided herein.

2. Commencement of Assessments.

Annual general assessments shall commence immediately upon conveyance of the Lot from Developer to Owner and special, restoration and delinquency assessments may be levied at any time thereafter. In addition to the foregoing, each Person other than a Developer (by succession or assignment) shall pay, at the time of conveyance of the Lot to such Person by a Developer, a sum fixed by Developer as a non-refundable contribution to a fund to be maintained by the Association for initial working capital and capital reserves of the Association.

3. Lien for Assessments.

All assessments, together with interest thereon and costs of collection thereof as hereinafter provided, shall, from and after the date due until the date paid, be a charge and continuing lien upon the Lot and Unit against which each such assessment is made. Each assessment, together with interest and

costs of collection, shall also be the personal obligation of the Person or Persons who were the Owner or Owners of a Lot at the time when the assessment became due and shall also be the personal obligation of such Person's or Persons' respective heirs, successors and assigns. Successors in title to a Lot shall be jointly and severally liable with the prior Owner for any unpaid assessments and charges, without regard to the right of such successors to recover from the prior Owner the amounts paid by such successors for assessments and charges.

4. No Waiver of Assessments.

No Owner of any Lot may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of such Owner's Lot.

5. Method of Assessment.

The Board shall fix and collect the actual amount of the assessments as provided hereinafter and set the date or dates such assessments shall become due. All annual general and special assessments shall be fixed at a uniform rate for all Lots, regardless of whether a Unit is constructed thereon or the size or number of residents of any Unit.

6. Types of Assessments.

(a) Annual General Assessment.

The Association may levy against the Lots an annual general assessment to be used exclusively to promote the health, safety and welfare of the Owners and other Occupants and the value of the Property and in particular: (i) for the payment of taxes and insurance on the sidewalks and on the Common Areas and facilities and related personal property and fixtures, if any; (ii) to improve, maintain, insure, lease and operate the sidewalks and the Common Areas and facilities and related personal property and fixtures, if any; (iii) for the funding of appropriate reserves for future repair and replacement of any improvements which are a part of the Common Areas or sidewalks; (iv) to maintain such other insurance required or permitted under Article VII; and (v) to fund such additional costs and expenses referred to in this Declaration or otherwise related to the Common Areas or the Property and deemed by the Board to be necessary or appropriate.

By a vote of a majority of the Directors present, the Board shall fix the annual general assessment in an amount estimated to be sufficient to meet the obligations imposed by this Declaration for the applicable fiscal year. In the event an annual general assessment fixed by the Board is deemed by the Board to be either insufficient or excessive at a later time but

prior to commencement of annual general assessments for the succeeding fiscal year, the Board may, by a vote of two-thirds of the Directors present at a meeting properly held under the By-Laws, increase or decrease the annual general assessment and provide for correspondingly increased or decreased installment payments or supplemental payments for the duration of the fiscal year. In the event the Board fails to fix an annual general assessment for any fiscal year, then the annual general assessment established for the prior year shall be continued automatically until such time as the Board acts. The annual general assessment shall be payable in monthly or quarterly installments if required by the Board.

(b) Special Assessments.

The Association may levy special assessments against the Lots and Units 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 Areas and the fixtures, equipment and personal property related thereto, or the cost of any other work to be done on the Common Areas, provided that any such assessment first shall be approved in writing or by affirmative vote of two-thirds (2/3) of the voting Members present at a meeting of Members properly held under the By-Laws.

(c) Restoration Assessment.

The Association may levy a restoration assessment upon any Lot and Unit whose Owner fails to repair and maintain such Lot or the Unit located thereon. Restoration assessments shall be limited to the amount necessary to meet the cost of restoration, the cost of collection of the assessment (including attorneys' fees and court costs), and all other costs associated with the restoration.

(d) Delinquency Assessment.

The Association may levy a delinquency assessment against any Owner who demonstrates a chronic or deliberate disregard for any of the rules and regulations adopted by the Board or for any restrictions or covenants set forth in this Declaration, including but not limited to the payment of assessments, or for their enforcement, if applicable, against the Occupants or their guests and invitees. Such delinquency assessments shall be levied only by majority vote of the Board, shall require that notice of intent to make the levy and an opportunity to cure any default or defaults be sent to and afforded the Owner at least ten (10) days prior to the levy, shall not exceed five percent (5%) of the then current general annual assessment per day, shall be collectible as other assessments provided for herein and shall be construed not as a

penalty but rather as compensation for the extra time, trouble and expense connected with enforcing such rules, regulations, restrictions and covenants against Persons who chronically or deliberately disregard the same.

.7. . Effect of Nonpayment of Assessments and Remedies of the Association.

Any assessment installment not paid within ten (10) days after the date when due shall be delinquent. Thereupon, the Association shall provide notice of such delinquency and may, at any time thereafter:

(a) declare the entire balance of such assessment due and payable in full;

(b) charge a late fee in an amount or interest at a rate to be set by the Board and entered in the book of resolutions;

(c) give registered or certified notice to the Owner that in the event payment with accrued charges is not made within ten (10) days from the date of such notice then the Association may secure all legal remedies available, including foreclosure of the lien against the Lot in the same manner as provided for mortgages by an action in mortgage foreclosure; and

(d) upon registered or certified notice to the Owner, suspend the right of such Owner to vote as a Member, to use the Common Areas or both until the assessment and accrued charges are paid in full.

In addition to the remedies set forth above, the Association shall be entitled to collect from such delinquent Owner all costs and expenses of any nature incurred by the Association in connection with the collection of such delinquent assessments and fees, including, but not limited to, all court costs and attorneys' fees. The payment of all of such costs and expenses shall be secured by the lien for assessments established in this Article against the Lot of the Owner whose payment is delinquent. Furthermore, the Association shall have the right to allocate among all of the Owners the obligation for payment of delinquent assessments that remain unpaid for ninety (90) days after the due date thereof, such allocation to be made pro-rata in accordance with the proportion by which each Owner's obligation to pay assessments bears to the total obligation of all Owners to pay assessments. Such allocation shall not in any way relieve the delinquent Owner of the obligation to make such payment.

8. Subordination of the Lien to Mortgages.

The lien of the assessments provided for herein shall be subject and subordinated to the lien of any mortgage or mortgages now or hereafter encumbering any Lot. 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 deed or proceeding in lieu of foreclosure (other than foreclosure by the Association of its own assessment lien) shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer, except for claims for a share of such assessments resulting from a reallocation thereof among all Owners as described above. No sale or transfer shall relieve such Lot or its Owners from liability for any assessments thereafter becoming due or for the lien thereof.

9. Exempt Property.

The following property subject to this Declaration shall be exempted from the assessments, charges and liens created herein: all properties to the extent of any easement or other interest therein dedicated and accepted by a municipality or other governmental or quasi-governmental authority and devoted to public use; all Common Areas; all properties exempted from taxation by the State or County government upon the terms and to the extent of such legal exemption; and Lots or property owned by a Developer or Declarant.

ARTICLE VII

INSURANCE

1. Insurance to be Maintained by the Association.

The Association shall maintain, at all times, insurance in the following types and amounts:

(a) Casualty insurance covering all improvements (if any) erected upon and comprising part of the Common Areas (including all fixtures, building service equipment and other personal property and supplies related to any such improvements). Such insurance shall be in an amount equal to the full replacement value of such improvements (that is, 100% of current "replacement cost" exclusive of land, foundations, excavations and other items normally excluded from coverage) with an "agreed amount endorsement," such insurance to afford protection against at least the following: (i) loss or damage by fire and other hazards covered by the standard extended coverage endorsement, and by sprinkler leakage, debris removal, demolition, vandalism, malicious mischief, wind, storm and water damage; and (ii) such other risks as customarily are covered with respect to similar

improvements in projects similar in construction, location and use. Such insurance shall name the Association as the insured for the use and benefit of the Owners and shall provide that it may not be cancelled or substantially modified (including cancellation for non-payment of premium) without at least thirty (30) days' prior written notice to the Association and the first mortgagees of Lots who have given notice to the Association of their interest.

(b) Comprehensive general liability insurance covering the Common Areas, the sidewalks in the Property and any improvements thereon and the activities of the Association, its officers, agents and employees in connection with the maintenance of the Common Areas and all sidewalks within the Property, in an amount not less than \$2,000,000 covering all claims for personal injury and/or property damage arising out of a single occurrence. Such insurance policy shall contain a "severability of interest" clause or endorsement which shall preclude the insurer from denying a claim of an Owner because of the negligent acts of the Association or other Owners.

(c) Workmen's compensation insurance and employer's liability insurance, as required by law.

(d) Comprehensive disappearance and dishonesty bond or equivalent insurance coverage (if feasible as determined by the Board) against dishonest acts on the part of directors, officers, trustees, managers and employees of the Association and all others who handle or are responsible for the handling of funds of the Association, such bond or insurance to name the Association as the obligee or insured. Such bond or insurance shall be written in an amount equal to at least 150% of the Association's estimated annual operating expenses, including reserves. Such bond or insurance shall contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression. Such bond or insurance shall provide that it may not be cancelled or substantially modified (including cancellation for non-payment of premium) without at least thirty (30) days' prior written notice to the Association and the first mortgagees of Lots who have given notice to the Association of their interest.

(e) Such other forms of insurance as the Board may from time to time deem necessary or appropriate, including board members and officers liability insurance.

2. Insurers.

The insurance set forth in this Article VII shall be maintained in reputable insurance companies authorized to transact business within the Commonwealth of Pennsylvania.

3. Owners.

Each Owner shall be responsible for carrying insurance coverage on his residence, Lot and the furnishings and other personal property thereon and therein, and the Association shall have no responsibility for insurance coverage on any such residence, Lot or personal property of an Owner.

ARTICLE VIII

ARCHITECTURAL REVIEW

1. Review and Approval.

No building or other structure or improvement shall be constructed or placed on any Lot, nor shall any building or other structure or improvement be altered or modified (in appearance or structure) until plans and specifications showing the nature, kind, shape, height, materials, floor plans, exterior color schemes, location, and approximate cost of such building or other structure or improvement and the grading and landscaping plan, including topography and contours of the Lot, shall have been submitted to and approved in writing (or by deemed approval as hereinafter provided) by the Developer. Such approval shall be subject to any restrictions or conditions set forth on the Plan and to all applicable codes and requirements of the Township. Developer may approve or disapprove any such plans in Developer's sole and unfettered discretion, taking into account architectural features, design, construction, aesthetics, land disturbance, location, and other considerations as Developer deems appropriate. Approval by the Developer of any plans shall not constitute a warranty or other assurance of compliance of the plans with any laws, codes or architectural or engineering standards and Developer is hereby released from any claims or liabilities related to plans and the approval or disapproval thereof. Any building or other structure or improvement constructed or placed upon a Lot shall be constructed or placed, all grading, tree removal and site work shall be performed, and no Unit shall be occupied for its intended purpose unless it is constructed or placed on the applicable Lot in accordance with the plans and specifications submitted to and approved by Developer and any conditions imposed by Developer upon Developer's approval, except for immaterial variations and minor field adjustments for conditions which could not have been reasonably anticipated and included within the plans submitted to

the Developer. Notwithstanding the foregoing, the requirement for review by the Developer shall not apply to any building or other structure or improvement constructed or placed upon a Lot or altered after the Control Date. However, the Developer shall transfer and the Association shall assume all of the Developer's rights and duties for review under the Article VIII after the Control Date, and the requirements for review shall continue accordingly.

2. Plans.

All submissions of applications and plans shall be made to the Developer by hand delivery or by Certified Mail Return Receipt Requested and must be in duplicate, one (1) copy of which shall be retained by Developer, regardless of the action taken. Developer shall have the right to require plans or details in addition to that submitted by any applicant if the Developer deems those submitted to be inadequate for Developer to render a decision. Plans and applications for Developer's approval under this Article may be submitted to Developer only by an Owner, or a builder or design professional acting as agent for the Owner, of the Lot for which approval is sought.

3. Approval.

In passing upon such plans or specifications, Developer shall take into consideration, among other things, the suitability of the proposed building or other structure or improvement or alteration, the materials to be used, the color scheme, the site of any proposed structure, the degree of harmony with the surroundings and other dwellings and structures located on the Property, and the effect of such proposal on the view from adjacent or neighboring properties. In the event that after such presentation of such plans and specifications (or submission of additional information, plans or details requested by the Developer), the Developer fails to approve or disapprove said plans, or request additional information, within forty-five (45) days of such presentation, such plans and specifications shall be deemed approved. Approval of the Developer, other than deemed approval as aforesaid, shall be in writing only; the Developer shall acknowledge deemed approval in writing upon request of any applicant whose plans are deemed approved as aforesaid.

4. Immunity.

Neither Developer nor any successor or assignee of a Developer shall be liable in damages to anyone submitting any plan or request to Developer for approval, or to any Owner affected thereby by reason of a mistake in judgment, negligence or non-feasance arising out of or in connection with the approval or disapproval or failure to approve any such plan or request. Every Owner who submits any plan or request to the Developer for

approval agrees, by submission thereof, and every Owner, for such Owner's heirs, successors, contractors, agents, and assigns, agrees not to bring any legal action or suit arising out of the exercise by Developer of the rights reserved to Developer herein and hereby releases and quitclaims Developer from any claims or liability from the exercise of such rights.

5. Enforcement.

Developer shall have the power and the right to enforce strict compliance with the provisions of this Article. Remedies of Developer for violation of the provisions of this Article may include an action in a court of equity to seek specific performance of these obligations or removal of an offending building or other structure or improvement. The remedy provided in this Section is not intended in any way to limit the rights and remedies available to Developer for the enforcement of restrictive or affirmative covenants or otherwise available at law or in equity or to limit Developer to only one remedy in any particular case.

6. Provisions Inapplicable to Developer.

Developer shall be exempt from the submission and approval requirements of this Article.

ARTICLE IX

RULES AND REGULATIONS

The Board may establish from time to time and the Board shall enforce reasonable rules and regulations for the purpose of ensuring the health, safety and welfare of the Occupants as that relates to the use of the Common Areas or the Property and for the good care, maintenance and upkeep of the Common Areas or the Property, including but not limited to rules relating to architectural control standards. Such rules and regulations may be enacted only by a vote, at a meeting duly authorized, noticed and held in accordance with the By-Laws, of a majority of the Directors present. All rules and regulations shall apply equally to all Occupants and shall not be calculated to exclude any particular Occupants or class of Occupants from full use and enjoyment of the Common Areas in common with other Occupants, other than for failure to timely pay assessments or for violations of the rules and regulations. The Board shall have the right to suspend the voting rights and any other rights of any Owner violating such rules and regulations.

ARTICLE X

MAINTENANCE OBLIGATIONS

1. Maintenance of Common Areas and Municipal Liens.

(a) The Association shall keep and maintain, or cause to be kept and maintained, the Common Areas and all buildings and other improvements thereon (including without limitation any stormwater management structures) in reasonable order and condition in accordance with the approved Plan, the cost of which shall be assessed against each Owner in accordance with Article VI of this Declaration. The Association shall pay any and all taxes associated with the Common Areas.

(b) In the event that the Association shall at any time fail to maintain the Common Areas in reasonable order and condition in accordance with the Plan, the Township may serve written notice upon the Association or upon the residents or Lot Owners setting forth the manner in which the Association has failed to so maintain the Common Areas; said notice shall include a demand that such deficiencies of maintenance be remedied within thirty (30) days of the date thereof, and shall state the date and place of a hearing thereon which shall be held within fourteen (14) days of the date of the notice. At such hearing the Township may modify the terms of the original notice as to the deficiencies and may give an extension of the time within which they shall be remedied. If the deficiencies set forth in the notice or in any modifications thereof shall not be remedied within the thirty (30) days or any extension thereof, the Township, in order to preserve the taxable values of the properties within the Property and to prevent the Common Areas from becoming a public nuisance, may enter upon said Common Areas and maintain the same for a period of one (1) year. Said entry and maintenance shall not constitute a taking of the Common Areas or vest in the public any rights to use the Common Areas unless the Common Areas have been dedicated.

Before the expiration of the one year, the Township shall, upon its own initiative or upon the request of the Association, call a public hearing to be held by the Township or its designated agency, upon notice to the Association or to the residents or Owners of Lots in the Property, at which hearing the Association or the residents shall attempt to show cause why such maintenance by the Township shall not, at the election of the Township, continue for a succeeding year. If the Township shall determine that the Association is ready and able to maintain the Common Areas in reasonable order and condition in accordance with the Plan, the Township shall cease to maintain the Common Areas

at the end of said year. If the Township shall determine that the Association is not ready and able to maintain the Common Areas in reasonable order and condition in accordance with the Plan, the Township may, in its discretion, continue to maintain the Common Areas during the next succeeding year, and subject to a similar hearing and determination, in each year thereafter. The decision of the Township in any such case shall be subject to appeal to court in the same manner and within the same time limitation as is provided for zoning appeals by the Pennsylvania Municipalities Planning Code.

(c) The cost of such maintenance by the Township shall be assessed ratably against the Lot Owners and the Lots within the Property that have a right of enjoyment of the Common Areas, and shall become a lien on the Lots. The Township, at the time of entering upon the Common Areas for the purpose of maintenance, shall file in the Office of Judicial Support of Delaware County a notice of such lien upon the Lots and Common Areas within the Property.

2. Maintenance of Stormwater Management Facilities.

In the event that the Association fails, after attempted written notice from the Township, to maintain the stormwater management structures which are included within the definition of Common Area, the Township may, but shall not be obligated to, perform such maintenance as, in the opinion of the Township, is reasonably necessary to maintain the structures. The Association shall be liable for the payment of all expenses incurred by the Township in connection with such maintenance which shall be apportioned equally among the Owners. Each Owner's share of such expenses shall be an assessment against and a lien upon such Owner's Lot, and shall be the personal obligation of such Owner.

3. Maintenance of Areas Within Street Rights-of-Way, Indemnification

The Township shall not be responsible for maintaining, repairing or replacing any areas within the Property and shall not assume any liability in connection with any portion of the Property unless and until such areas have been accepted for dedication by the Township. Anything herein to the contrary notwithstanding, the Association shall be responsible for maintaining and replacing (including but not limited to mowing, weeding and seeding) any landscaped or other nonpaved areas within street or road rights-of-way, even if such areas have been accepted for dedication by the Township. Additionally, anything herein to the contrary notwithstanding, the Association shall be responsible for maintaining (including but not limited to removing snow and ice), repairing and replacing any and all sidewalks within the Property even if such sidewalks are within

areas accepted for dedication by the Township. The Association shall maintain liability insurance coverage on all sidewalks within the Property in accordance with the provisions of Article VII hereof, even if such sidewalks are not part of the Common Areas and/or are within areas accepted for dedication by the Township, and shall name the Township as an additional insured on all such liability policies. The Association shall also indemnify and hold the Township, its officials, servants, workmen, agents and/or employees, harmless from and against any and all loss, damage, cost, expense and/or liability arising out of or from or related in any way to any sidewalks within the Property and/or to any nonpaved areas within the dedicated street rights-of-way. The Association shall also indemnify and save the Township, its officials, servants, workmen, agents and/or employees, harmless from and against any and all loss, damage, cost, expense and/or liability arising out of or from or related in any way to the Township's maintenance of any Common Areas upon the failure of the Association to do so in accordance with the provisions hereof, unless such loss, damage, cost, expense or liability is caused by the sole negligence or willful misconduct of the Township.

ARTICLE XI

RESTRICTIVE COVENANTS AND OTHER GENERAL PROVISIONS

1. Flexibility of Development.

Nothing contained herein shall be construed to require Declarant or Developer to develop the Property or any part thereof or to convey any part of the Property except the Community Open Space and Darlington Valley Open Space as set forth in Article III hereof. Developer, until the 43rd Lot is conveyed or until the Common Areas or any part thereof are conveyed, whichever occurs first, and the Association thereafter, shall have the right to change the permitted use of any part of the Common Areas at any time, provided that no such change shall interfere with access to any Lot or the reasonable use of the Common Areas by the Owners, other Occupants and their guests and invitees without the consent of all Owners whose Lots are directly affected thereby. If required by Township Zoning or Subdivision Ordinances or other laws or agreements, such changes shall be subject to prior approval of the Township.

2. Compliance with Plan.

Each Lot and Unit located thereon is intended to be, and only may be used as, a single family private residence; provided, however, that Developer and any purchaser of Lots for the purpose of constructing Units for resale shall have the right to use Lots and Units for models and sales offices in connection

with the sale of the Lots and any Units located thereon. Buildings used for models or sales offices shall, after abandonment of use for such purpose, be either razed or converted to a Unit (for use as a dwelling) or to a community building under the ownership and control of the Association, as the owner thereof may elect, as permitted by the Township Zoning and Subdivision and Land Development Ordinances. No use shall be made of any Lot, Unit or Common Area which is contrary to the Plan or any other plan for the development of the Property as may be approved by the Township, nor shall any use be made of any Lot, Unit or Common Area contrary to any conditions placed upon such approval by the Township.

3. Lot Size.

No Lot shall be subdivided, partitioned or in any other manner reduced in size. However, the Declarant and Developer hereby expressly reserve to themselves, their heirs, successors or assigns, the right to make modifications of any plan of Lots prior to the sale of a Lot shown thereon, provided such modifications shall be with such approval as may be required by the Township.

4. Restrictive Covenants.

Without intending to limit the generality of the provisions of this Declaration, the following restrictions are imposed as a common scheme upon the Property:

(a) No trailer, tent, shack, detached garage, barn, above-ground swimming pool or other outbuilding shall be built on any Lot at any time, either of a temporary or permanent character, provided, however, that this prohibition shall not apply to temporary shelters used by a builder during the construction of a structure, it being clearly understood that such temporary shelters may not, at any time, be used as residences, or permitted to remain on a Lot after completion of construction.

(b) No Unit shall be constructed which contains less than 1500 square feet for townhouses or 2400 square feet for single family homes of living area or such larger area as may be required under the ordinances of Middletown Township at the time of issuance of the building permit. The term "living area" shall mean the area of the spaces within the Unit which are intended for regular human habitation, measured from the interior surface of walls, excluding unfinished attic or basement space and garages.

(c) The exterior of any Unit constructed on a Lot, including all finish grading, must be completed within six (6) months after ground is broken for such construction.

(d) No animals, livestock or poultry of any kind shall be raised, bred or kept in any Unit or on any Lot, except that dogs, cats or other domesticated household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose and provided that not more than two (2) such household pets are kept on any Lot.

(e) No front yard shall be paved, except for sidewalks, driveways and parking areas approved by the Association and not in violation of the Plans or any ordinance or regulation of the Township.

(f) No boat, boat trailer or truck exceeding one (1) ton capacity shall be parked on any unenclosed area of the Property.

(g) Except in connection with the initial construction of Units in accordance with plans approved by the Developer as provided in Article VIII, (i) existing slope or conformation of any Lot shall not be altered; (ii) no structure, retaining wall or planting shall be constructed or placed upon a Lot; and (iii) no other activity shall be undertaken; the effect of any of which is to retard, change or otherwise interfere with the natural flow of surface or drainage waters to the extent that any injury of or damage to any other Lot or Unit may result or may reasonably be expected to result in any weather condition which is likely to occur in a 25 year period. All slope or conformation work shall be (iv) subject to the approval of the Developer or the Association as provided in Article VIII and (v) subject to the requirements set forth on the Plan and to all applicable codes and ordinances of the Township. The provisions of this Section 4(g) of Article XI shall not apply to the Community Open Space.

(h) Except in connection with the initial construction of Units (provided all requirements set forth on the Plan, all applicable codes and ordinances of the Township and the plans approved by the Developer and any conditions in accordance with Article VIII are complied with), no trees of greater than three inches diameter at a height of four feet from the ground shall be cut, nor shall there be any substantial destruction of natural vegetation on any Lot without prior written approval from the Developer, until the Control Date, and thereafter from the Association.

(i) No Lots or Units shall be used or maintained as a dumping ground for rubbish. All trash, garbage and refuse shall be stored in closed containers as inconspicuously as possible. No burning of trash, garbage, or refuse shall be allowed. No materials or waste shall be stored in such manner that they may be transferred off the Property by natural causes (wind, rain, etc.).

(q) No overhead wires, including, but not limited to, telephone, electrical, television cable or otherwise may be installed or maintained on any Lot or cross over any Lot.

(r) The Community Open Space as shown on the Plan shall be used only for "Open Space" purposes permitted by Township Ordinance.

5. Notice and Covenant Regarding Wetlands.

A wetlands delineation study of the Property was performed in January, 1989 by NTH/Russell Associates, Exton, Pennsylvania. The study identified the existence of wetlands on certain portions of the Property, all as more particularly shown on the Plan. Construction or other earth disturbance upon any portion of the Property now or hereafter designated as "wetlands" under regulations of the Pennsylvania Department of Environmental Resources shall occur only in accordance with applicable laws and regulations and upon issuance of any required permits or waivers. Unlawful disturbance shall be the responsibility of the Owner of the Lot upon which the disturbed wetland is situated and not of the Association (except in the case of wetlands disturbed upon the Common Areas) nor of the Declarant, Developer or the Township. Neither the Association, Declarant, Developer or Township warrant or represent the accuracy of the NTH/Russell Associates' study, which contains the conclusions of NTH/Russell Associates only. Owners are advised to obtain, before construction or other earth disturbance, appropriate advice regarding wetlands from the governing agency or agencies having jurisdiction or from a professional engineer or consultant. At the time of execution of this Declaration, officials at the following addresses could be contacted for further information regarding wetlands:

Pa. Department of Environmental Resources
Division of Rivers and Wetlands Conservation
Environmental Review Section
P.O. Box 1467
Harrisburg, PA 17105-1467

U.S. Army Corps of Engineers.
Regulatory Branch
2nd & Chestnut Streets
Philadelphia, PA 19106

6. Management Agreements.

Declarant and Developer shall have the right to enter into a professional management agreement with respect to the Property or any part thereof, including without limitation the Common Area at any time prior to the Control Date, provided, however, that any such agreement shall be terminable by the

Association at any time after the Control Date without cause upon ninety (90) days' written notice to the professional management Person, the Declarant and the Developer.

ARTICLE XII

RIGHTS OF MORTGAGEES

Upon request, each mortgagee holding the first mortgage on a Lot shall have the following rights:

(a) to have its name and mailing address and the name and mailing address of its mortgagors recorded in the records of the Association, so that the Board or its agents can readily communicate with the said mortgagee;

(b) to receive written notice of any default by the mortgagor in the performance of such mortgagor's obligations under this Declaration and the By-Laws which is not cured within thirty (30) days;

(c) to examine the books and records of the Association, the Board and its agents at reasonable times upon written request;

(d) to pay severally, or jointly with other mortgagees, taxes or other charges which are in default and which may become or have become a charge against the Common Areas, or secure new insurance coverage on the lapse of a policy for such Common Areas; any first mortgagees making such payments shall be entitled to immediate reimbursement therefor from the Association; and

(e) if so provided in the mortgage documents, to have priority in the case of distribution to an Owner of insurance proceeds or condemnation awards for damages to or a taking of any or all of the Common Areas.

ARTICLE XIII

AMENDMENT, TERMINATION AND ENFORCEMENT

1. Amendment and Termination.

(a) In addition to certain amendment procedures set forth in the By-Laws, Declarant may modify, amend or terminate this Declaration and the Plan and rights, easements and obligations herein and therein contained without the necessity of the joinder of any Owner, Occupant, mortgagee or any other Person having an interest in the Property or any part thereof until the

Control Date and any such modification, amendment or termination shall be effective upon enactment as to all Lots and Owners, as well as to the remainder of the Property provided, however, that any amendment, modification or termination must be approved in advance in writing by the Township. Thereafter, this Declaration may be modified, amended or terminated by the Owners acting only in accordance with the provisions of this Declaration and the By-Laws. Notwithstanding anything contained in this Declaration or in the By-Laws to the contrary, unless the written approval of the Township is first obtained, which decision to approve or not approve shall not be unreasonably withheld or delayed, (i) no amendment of this Declaration shall make any change which would (1) in any way relieve the Association of its right and obligation of maintenance of the Common Areas or change the other provisions of Article X hereof, or (2) relieve the Association, Declarant or Developer of its or their right or obligation hereunder to dedicate the Common Areas or any portion thereof to the Township or to an appropriate municipal authority or (3) change or alter any other obligations or commitments to the Township which are created herein or (4) change or alter the provisions hereof requiring that every Lot Owner shall be a Member bound by the Declaration and By-Laws or (5) change or alter the provisions hereof requiring the payment of assessments; and (ii) this Declaration shall not be terminated; and (iii) the Association shall not be dissolved unless all of the Common Areas have been dedicated and conveyed to the Township or a conservation organization and only upon the prior written approval of the Township.

(b) Subject to the foregoing rights of Developer and certain amendment rights of the Developer and the Board as set forth in the By-Laws, this Declaration may be amended or modified only by an instrument signed by Owners who are the Owners of not less than seventy-five percent (75%) of the Lots and only upon the prior written approval of the Township.

(c) Subject to the foregoing rights of Developer, this Declaration and the covenants and restrictions contained herein shall run with and bind the land.

(d) Any amendment or termination must be recorded in the office of the Recorder of Deeds of Delaware County, Pennsylvania in order to become effective.

2. Enforcement.

If any Owner or other Occupant or his heirs, successors or assigns, shall violate any of these restrictions and covenants, it shall be lawful for Developer, or its or their heirs, successors or assigns, or the Association, or other Owners, to prosecute any proceeding at law or in equity against the Person or Persons violating any such covenants. No waiver of

any of the foregoing restrictions as to any Unit or Lot shall constitute a waiver of such or any restrictions as to any other Unit or Lot. Nothing contained in this Section shall impair or defeat the lien of any mortgage or deed of trust. In the event that any of the parties noted above successfully prosecutes an action at law or in equity to enforce any of these easements, restrictions and covenants, or a defendant in any such enforcement action successfully defends such an action, such party shall be entitled to recover reasonable attorneys' fees and costs, as determined by the Court, from the Owner or other Occupant against whom said action is maintained or who commenced such action, as the case may be. This provision shall be deemed to be accepted and agreed to by each Owner.

ARTICLE XIV

ADDITIONAL REAL ESTATE

1. Reservation of Option to Add Additional Real Estate.

The Declarant and Developer explicitly reserve the option, until the later of expiration of seven (7) years from the date of initial recordation of this Declaration and the Control Date, to expand the Property by subjecting, from time to time, additional Land and appurtenances which is contiguous with the Property ("Additional Real Estate") to this Declaration. This option may be exercised by the Declarant and Developer without the consent or approval of any Owner or any mortgagee, except the Department of Housing and Urban Development (HUD) and the Veterans Administration (VA), to the extent each holds, insures or guaranties any first mortgage lien on a Lot and Unit in the Property and requires the Declarant to obtain approval. This option shall not terminate prior to its expiration except by an amendment to this Declaration filed of record by the Declarant or Developer. The Declarant and Developer expressly reserve the right to subject Additional Real Estate to this Declaration at any time, at different times, in any order and without limitation. The Declarant and Developer make no assurances with regard to the order in which any Additional Real Estate may be subjected to this Declaration. The Declarant and Developer shall not be required to subject any Additional Real Estate to this Declaration. Only the Property as described in Exhibit "A" shall be deemed subject to this Declaration unless and until Declarant or Developer exercises its rights under this Section.

2. Assurances as to Additional Real Estate.

Neither Declarant nor Developer makes any assurances as to (and reserve the right to change) the location, size, architectural style and principal materials of improvements which may be constructed on Lots in the Additional Real Estate;

provided, however, that any improvements constructed in the Additional Real Estate shall be constructed in accordance with applicable governmental approvals. The Declarant and Developer reserve the right to create one or more subcommunities within the Additional Real Estate which is added to the Property. Neither Declarant nor Developer makes any assurances as to the nature, type, size or maximum number of any common facilities or their relationship or proportion to Lots in the Additional Real Estate. All provisions of this Declaration affecting the use and occupancy of Lots and the use of the Common Areas, as well as all other provisions of the Declaration, shall apply to the Lots and Common Areas created within the Additional Real Estate, except that differentiations may be made by the Declarant or Developer as to these Lots and Common Areas to reflect and account for considerations that are peculiar to them.

3. Procedure for Subjecting Additional Real Estate to Declaration.

Upon the Declarant's or Developer's election to subject Additional Real Estate to this Declaration, the Declarant or Developer shall, at its own cost and expense, prepare and record an amendment to this Declaration and to the Plan so as to include Additional Real Estate in the Property. The Declarant and Developer shall have the right to record this amendment without the prior approval of the Board of Directors, the Association, or the Owners of Lots already subjected to this Declaration but shall obtain Township approval in writing before adding any Additional Real Estate to the Property and to this Declaration and before recording any such amendment. Such amendment shall contain such additional provisions as may be appropriate to properly incorporate the Additional Real Estate into the Property and to subject the Additional Real Estate to this Declaration.

ARTICLE XV

MISCELLANEOUS

1. No Personal Liability.

Subject to any limitations imposed by law, no Director, member of any committee of the Association or officer of the Association shall be personally liable to any Owner, or to any other Person (not including the Township or the Sewer Authority), including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence of the Director, committee member or officer, provided that the Director, committee member or officer has, upon the basis of such information as may have been possessed by him, acted in good faith, without willful or intentional misconduct.

2. Notices.

Any notice required to be sent to any Member, Owner or other Occupant, or any other Person under the provisions of this

Declaration shall be deemed to have been properly given when mailed, postage prepaid, to the last known address of the Person who appears as a Member, Owner or other Occupant, or other Person on the records of the Association or the Township at the time of such mailing.

Any notice required to be given to the Association shall be deemed to have been given when mailed, postage prepaid, to the last known address of the Association, or to the last known address of the President or Secretary of the Association.

3. Condemnation.

In the event any portion of the Common Areas shall be taken or condemned by the exercise of the power of eminent domain, then the award or other monies payable with respect thereto shall be paid to the Association to be handled as it shall determine by proper corporate procedures.

4. Severability.

Invalidation of any one of these covenants or restrictions by judgement or Court Order shall in no way affect any other provisions of this Declaration, all of which shall remain in full force and effect.

5. Conflict.

In the event of conflict among or between this Declaration, the Articles of Incorporation of the Association, and the By-Laws, this Declaration shall control, then the Articles of Incorporation of the Association, and then the By-Laws.

6. Interpretation.

Unless the context otherwise requires the use herein, the singular shall include the plural and vice versa; the use of one gender shall include all genders; and the use of the term "including" shall mean "including, without limitation." The headings used herein are for indexing purposes only and shall not be used as a means of interpreting or construing any substantive provisions thereof.

7. Books and Records.

The Township shall be permitted to examine the books and records of the Association, the Board and its agents at reasonable times, and Developer (until the Control Date) and the Association (after the Control Date) shall inform the Township annually of the location of such books and records and of the address of the Association.

IN WITNESS WHEREOF, the Declarant has caused this Declaration of Restrictions, Covenants and Easements of Darlington Valley to be duly executed the day and year first above written.

RESSLER:

Mark S. Ressler

Mark S. Ressler

Adele M. Ressler

Adele M. Ressler

DARLINGTON FAMILY INTERESTS:

Dorothy R. Darlington
Dorothy R. Darlington, Executor
and Trustee under the Will of
Paul Darlington, also known as
Paul Darlington, Jr., Deceased

Paul Darlington III
Paul Darlington, III, Executor
and Trustee under the Will of
Paul Darlington, also known as
Paul Darlington, Jr., Deceased

Dorothy R. Darlington
Dorothy R. Darlington, Individually

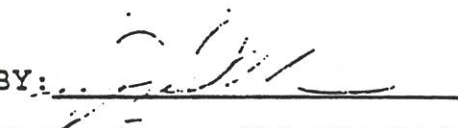
Richard S. Darlington
Richard S. Darlington


Barbara Mae Darlington
Barbara Mae Darlington

JOINDER BY MIDDLETOWN TOWNSHIP

The Township of Middletown, Delaware ^{solely} County, joins in the foregoing Declaration of Darlington Valley as a party recipient of the rights and obligations of the Declarant, Developer and the Association to dedicate the street rights-of-way and the storm sewer facilities therein and the Community Open Space as shown on the Plan of Darlington Valley to the Township. The Township of Middletown acknowledges the existence of these rights and agrees to stand as a potential grantee of the dedications as proposed in this Declaration, but does not hereby accept or agree to accept any such dedications.

TOWNSHIP OF MIDDLETOWN

BY: 

ATTEST: 

(Township Seal)

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF Delaware : SS

ON THIS, the 29th day of June, 19 93, before me, the undersigned officer and a notary public in and for the State and County last aforesaid, personally appeared MARK S. RESSLER, known to me (or satisfactorily proven) to be the person described in the foregoing instrument, and acknowledged that he executed the same for the purposes therein contained.

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

Maria O. Proctor
NOTARY PUBLIC

(SEAL)
My Commission expires:

Notarial Seal
Maria O. Proctor, Notary Public
East Goshen Twp., Chester County
My Commission Expires Feb. 18, 1997
Member, Pennsylvania Association of Notaries

COMMONWEALTH OF PENNSYLVANIA :
 :
COUNTY OF Delaware : SS

ON THIS, the 29th day of June, 1993, before me, the undersigned officer and a notary public in and for the State and County last aforesaid, personally appeared ADELE M. RESSLER, known to me (or satisfactorily proven) to be the person described in the foregoing instrument, and acknowledged that she executed the same for the purposes therein contained.

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


NOTARY PUBLIC

(SEAL)

My Commission expires:



COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF *Delaware* : SS

ON THIS, the *29th* day of *June*, 19 *93*, before me, the undersigned officer and a notary public in and for the State and County last aforesaid, personally appeared DOROTHY R. DARLINGTON, Executor and Trustee under the Will of PAUL DARLINGTON, also known as PAUL DARLINGTON, JR., Deceased, known to me (or satisfactorily proven) to be the person described in the foregoing instrument, and acknowledged that she executed the same in the capacity therein stated and for the purposes therein contained.

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

Maria Rosta

NOTARY PUBLIC

(SEAL)

My Commission expires:

COMMONWEALTH OF PENNSYLVANIA :
 :
COUNTY OF *Delaware* : SS

ON THIS, the *29th* day of *June*, 19 *93*, before me, the undersigned officer and a notary public in and for the State and County last aforesaid, personally appeared PAUL DARLINGTON, III, Executor and Trustee under the Will of PAUL DARLINGTON, also known as PAUL DARLINGTON, JR., Deceased, known to me (or satisfactorily proven) to be the person described in the foregoing instrument, and acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

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

Maria A. Pooter

NOTARY PUBLIC

(SEAL)

My Commission expires:

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF *Delaware* : SS

ON THIS, the *29th* day of *June*, 19*93*, before me, the undersigned officer and a notary public in and for the State and County last aforesaid, personally appeared DOROTHY R. DARLINGTON, individually, known to me (or satisfactorily proven) to be the person described in the foregoing instrument, and acknowledged that she executed the same for the purposes therein contained.

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

Maria O. Proctor
NOTARY PUBLIC

(SEAL)

My Commission expires:

Notarial Seal
Maria O. Proctor, Notary Public
East Goshen Twp., Chester County
My Commission Expires Feb. 18, 1997
Member, Pennsylvania Association of Notaries

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF Delaware : SS

ON THIS, the 29th day of June, 1943, before me, the undersigned officer and a notary public in and for the State and County last aforesaid, personally appeared RICHARD S. DARLINGTON, known to me (or satisfactorily proven) to be the person described in the foregoing instrument, and acknowledged that he executed the same for the purposes therein contained.

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

Maria Q. Reuter
NOTARY PUBLIC

(SEAL)

My Commission expires:

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF Delaware : SS

ON THIS, the 29th day of June, 19 93, before me, the undersigned officer and a notary public in and for the State and County last aforesaid, personally appeared BARBARA MAE DARLINGTON, known to me (or satisfactorily proven) to be the person described in the foregoing instrument, and acknowledged that she executed the same for the purposes therein contained.

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

Maria O. Proctor
NOTARY PUBLIC

(SEAL)

My Commission expires:

Notarial Seal
Maria O. Proctor, Notary Public
East Goshen Twp., Chester County
My Commission Expires Feb. 18, 1997
Member, Pennsylvania Association of Notaries

STATE OF PENNSYLVANIA

COUNTY OF *Delaware*

SS

ON THIS, the *5th* day of *August*, 19*93*, before me, the undersigned officer and a notary public in and for the State and County last aforesaid, personally appeared W. BRUCE CLARK, Township Manager of the Township of Middletown, Delaware County, Pennsylvania, known to me (or satisfactorily proven) to be the person described in the foregoing joinder and acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

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

Norma J. Grooms
NOTARY PUBLIC

(SEAL)

My Commission expires:

Notarial Seal
Norma J. Grooms, Notary Public
Middletown Twp., Delaware County
My Commission Expires April 3, 1995
Member, Pennsylvania Association of Notaries

ALL THAT CERTAIN tract or piece of land, SITUATE in the Township of Middletown, County of Delaware and Commonwealth of Pennsylvania and described according to Sheet 2 of a Phase I Record Plan for Darlington Valley P.L. made by Brandywine Valley Engineers, Inc., Consulting Engineers and Surveyors, Aston, Pa., Sheet 2 of which is dated February 22, 1993 and revised June 23, 1993, which said Plan was recorded in the Office of Recorder of Deeds of Delaware County in Site Plan Volume 18, page 29, follows:

BEGINNING at a point on the Northeasterly side of Stephen Drive (50 feet wide) measured the two following courses and distances from a point of center on the Southeasterly side of Paul Lane (50 feet wide): (1) from said point of curve on a line curving to the left having a radius of 25 feet the distance of 39.27 feet to a point of tangent on the Northeasterly side of Stephen Drive; thence extending along same (2) South 26 degrees 55 minutes 5 seconds East 193 feet to the point and place of beginning; thence extending from said beginning point and along lands now or late of Michael J. and Sabatina and James J. and Patricia Cayslandt North 63 degrees 4 minutes 5 seconds East 419 feet to a point, a corner of land now or late of Howard and Andrea Eskin; thence extending along said land South 26 degrees 55 minutes 5 seconds East 386.01 feet to a point in line of land now or late of Gary L. and Mary J. Grove; thence extending along said land the 2 following courses and distances: (1) South 45 degrees 4 minutes 4 seconds West 20 feet to a point; and (2) South 42 degrees 24 minutes 23 seconds East 80 feet to a point, a corner of lands now or late of Middletown Township; thence extending along said lands South 46 degrees 56 minutes 53 seconds East 1650.86 feet to a point, a corner of land now or late of James F. Niemeier; thence along same the 2 following courses and distances: (1) North 47 degrees 49 minutes 10 seconds West 330.56 feet to a point; and (2) South 61 degrees 20 minutes 20 seconds West 631.70 feet to a point in the bed of the South right-of-way; thence extending through the bed of said right-of-way South 61 degrees 57 minutes West 57.73 feet to a point in the Southwesterly line of said right-of-way; thence extending South 56 degrees 44 minutes 50 seconds West 18 feet to a point in the bed of Chester Creek and in line of lands of Thornbury Township; thence extending through the bed of said Creek and along a land of said Township the 15 following courses and distances: (1) North 71 degrees 15 minutes 10 seconds West 215 feet; (2) South 71 degrees 25 minutes 39 seconds West 169.41 feet; (3) South 63 degrees 36 minutes 41 seconds East 145.12 feet; (4) North 62 degrees 39 minutes West 130.60 feet; (5) South 62 degrees 24 minutes 9 seconds West 273.59 feet; (6) North 44 degrees 44 minutes 29 seconds West 246.44 feet; (7) North 29 degrees 28 minutes 5 seconds West 52.84 feet; (8) North 14 degrees 5 minutes 46 seconds East 231.99 feet; (9) North 2 degrees 20 minutes 14 seconds West 98.08 feet; (10) North 7 degrees 4 minutes 13 seconds East 454.96 feet; (11) North 18 degrees 0 minutes 15 seconds East 357.51 feet; (12) North 33 degrees 10 minutes 5 seconds East 137.99 feet; (13) North 0 degrees 56 minutes 14 seconds

EXHIBIT "A"

67.20 feet; (14) North 16 degrees 7 minutes 44 seconds West 44 feet; and (15) North 12 degrees 11 minutes 58 seconds West 190.83 feet to a point, a corner of land now or late of General Crushed Stone, Inc.; thence extending along said land North 60 degrees 11 minutes 20 seconds East, crossing the SE right-of-way, 365.18 feet to a point, a corner of land now or late of Joseph and Janet Coupe, Jr.; thence extending along said land and land now or late of Edward and Irene Smith South 29 degrees 48 minutes 40 seconds East 100 feet to a point; thence extending still along land now or late of Smith lands now or late of Charles and Cynthia Jo Evans, James E. Powell, Artin Janet Miller, A. Francis and Marianne Gosnell, Joseph and Cheryl Kain, James and Eileen Janczewski, and Frederick and Donna K. Rode the 3 following courses and distances: (1) North 60 degrees 11 minutes 20 seconds East crossing the present terminus of Richard Lane as shown on said plan, 365.18 feet; (2) North 69 degrees 12 minutes East 326.67 feet; and (3) North 69 degrees 4 minutes 10 seconds East, crossing the bed of Stephen Drive as shown on said plan, 929 feet to the first mentioned point and place of beginning.

EXCEPTING AND RESERVING THEREFROM AND THEREOUT THE FOLLOWING:

ALL THAT CERTAIN tract or piece of land with the buildings and improvements thereon erected, SITUATE in the Township of Middletown, County of Delaware and Commonwealth of Pennsylvania, and described according to the aforesaid plan, as follows:

BEGINNING AT A POINT in the easterly side of a certain SEPTA right-of-way (variable width) which point being measured the following seventeen (17) courses and distances along said side of right-of-way from its intersection with the southerly line of lands now or late General Crushed Stone, Inc. (1) South 13 degrees 16 minutes 16 seconds East 58.32 feet to a point; (2) South 0 degrees 14 minutes 34 seconds East 101.98 feet to a point; (3) South 10 degrees 45 minutes 44 seconds East 99.69 feet to a point; (4) South 10 degrees 57 minutes 35 seconds East 100.84 feet to a point; (5) South 10 degrees 53 minutes 15 seconds East 99.84 feet to a point; (6) South 10 degrees 31 minutes 37 seconds East 99.10 feet to a point; (7) South 10 degrees 13 minutes 12 seconds East 99.28 feet to a point; (8) South 10 degrees 48 minutes 5 seconds East 99.43 feet to a point; (9) South 10 degrees 40 minutes 59 seconds East 99.43 feet to a point; (10) South 10 degrees 34 degrees 46 minutes 46 seconds East 99.52 feet to a point; (11) South 10 degrees 38 degrees 48 minutes 48 seconds East 100.05 feet to a point; (12) South 10 degrees 35 degrees 36 minutes 36 seconds East 100.08 feet to a point; (13) South 10 degrees 34 degrees 16 minutes 16 seconds East 100.05 feet to a point; (14) South 10 degrees 20 degrees 43 minutes 43 seconds East 102.39 feet to a point; (15) South 10 degrees 40 degrees 44 minutes 44 seconds East 100.72 feet to a point; (16) South 10 degrees 33 degrees 33 minutes 33 seconds East 100.01 feet to a point; and (17) South 10 degrees 31 degrees 4 minutes 4 seconds East 100.05 feet to the point of beginning. Thence, from said beginning point and leaving said easterly right-of-way South 56 degrees 44 minutes 50 seconds West 20 feet to a point in the title line in the bed of said right-of-way; thence, along said title line North 33 degrees 15 minutes 10 seconds West, 472.26 feet to a point; thence, leaving same and continuing the following seven (7) courses and distances: (1) North 57 degrees 15 minutes 50 seconds East 186.70 feet to a point; (2) North 52 degrees 15 minutes 50 seconds East 17.61 feet to a point; (3) North 64 degrees 2 minutes 50 seconds East 120.66 feet to a point; (4) South 71 degrees 27 minutes

seconds East 137.76 feet to a point; (5) South 9 degrees 41 minutes
seconds East 253.72 feet to a point; (6) South 17 degrees 30 minutes
seconds East 119.30 feet to a point; and (7) South 56 degrees 44 minutes
seconds West 255.30 feet to the first mentioned point and place of Beginning
The above described being shown as an exception from Parcel #2 on said
and CONTAINING 3.686 Acres, more or less.

CONTAINING 100.962 Acres, more or less (Gross) - 99.119 Acres, more
less (Net).

BEING as to a one-half interest, part of the same premises which E
S. Darlington by Deed dated 12-31-1946 and recorded in the Office of
Recorder &c., in and for the County aforesaid in Deed Book 1418 page
granted and conveyed unto Paul Darlington, in fee.

AND the said Paul Darlington, also known as Paul Darlington, Jr.
11-28-1975, leaving Will dated 10-12-1971, proved and registered in
County under Estate No. 23-75-24141, Wherein and Whereby, inter alia
appointed Dorothy R. Darlington and Paul Darlington, III, Executors
Trustees of his said Estate unto whom Letters Testamentary were granted 1
1975, and further devised the remainder of his Estate to Paul Darlington
and his wife Barbara S. Darlington.

AND BEING as to the other one-half interest, part of the same premises
which Richard S. Darlington by Deed dated 10-10-1992 and recorded in
Office aforesaid in Volume 896 page 313, granted and conveyed unto Richard
Darlington and Barbara Mae Darlington, his wife, in fee, as tenants
Common.

BEING PART OF FOLIO NO. 27-00-00632-00.

ALL THOSE CERTAIN lots and pieces of ground SITUATE in the Township of Middletown, County of Delaware and Commonwealth of Pennsylvania and described according to Sheet 2 of a Phase 1 Record Plan of Darlington Valley P.R.D. made by Brandywine Valley Engineers, Inc., Consulting Engineers & Land Surveyors, Aston, Pa. dated February 22, 1993, and last revised June 23, 1993, as follows:

BEGINNING at a point on the Northeasterly side of Stephen Drive (50 feet wide) a corner of land now or late of Michael J. and Lois A. Sabatina, which said point is measured the two following courses and distances from a point of curve on the Southeasterly side of Paul Lane (50 feet wide): (1) on a line curving to the left having a radius of 25 feet the arc of distance of 39.27 feet to a point of tangent on the Northeasterly side of Stephen Drive; and (2) along said Drive South 26 degrees, 55 minutes, 50 seconds East 193 feet to the point and place of beginning; thence extending from said beginning point and along the Northeasterly side of Stephen Drive South 26 degrees, 55 minutes, 50 seconds East 150 feet to a point; thence extending along the Community Open Space, Parcel 2 the 4 following courses and distances: (1) North 63 degrees, 4 minutes, 10 seconds East 269 feet to a point; (2) South 26 degrees, 55 minutes, 50 seconds East 127.03 feet to a point; (3) South 45 degrees, 4 minutes, 4 seconds West 96.89 feet to a point of curve; (4) on a line curving to the left having a radius of 150 feet the arc distance of 214.71 feet to a point, a corner of Darlington Valley Open Space, Parcel 2, as shown on said plan; thence extending along said Parcel the 3 following courses and distances: (1) South 80 degrees, 41 minutes, 21 seconds West 105.05 feet to a point on the Easterly side of Stephen Drive aforesaid; thence extending along same; (2) on a line curving to the right having a radius of 525 feet the arc distance of 97 feet to a point; thence leaving said Drive (3) South 88 degrees, 43 minutes, 30 seconds East 203.92 feet to a point in the line of the Community Open Space, Parcel #2 aforesaid, thence extending along same the 2 following courses and distances: (1) South 42 degrees, 24 minutes, 23 seconds, East 515.06 feet to a point; and (2) South 46 degrees, 56 minutes, 53 seconds West 430.02 feet to a point, a corner of Darlington Valley Open Space, Parcel 3 as shown on said plan; thence extending along said Parcel North 42 degrees, 24 minutes, 23 seconds West 258.78 feet to a point, a corner of Future Phase II as shown on said plan; thence extending along same the 7 following courses and distances: (1) North 42 degrees, 24 minutes, 23 seconds West 116.21 feet to a point; (2) North 77 degrees, 11 minutes West 62.95 feet to a point on the Southeasterly side of Stephen Drive aforesaid; thence extending along same (3) South 12 degrees, 49 minutes West 60 feet to a point of curve; (4) on a line curving to the left having a radius of 310 feet the arc distance of 108.21 feet to a point of tangent; (5) South 7 degrees, 11 minutes East 100 feet to a point of curve;

(6) on a line curving to the right having a radius of 275 feet the arc distance of 68.11 feet to a point; and (7) North 82 degrees, 59 minutes, 20 seconds West, crossing the present terminus of Stephen Drive aforesaid as shown on said Plan, 50 feet to a point on the Northwesterly side of Stephen Drive aforesaid and a corner of Darlington Valley Open Space, Parcel 1, as shown on said plan; thence extending along said Drive and Parcel the following courses and distances: (1) on a line curving to the left having a radius of 225 feet the arc distance of 55.73 feet to a point of tangent; (2) North 7 degrees, 11 minutes West 100 feet to a point of curve; and (3) on a line curving to the right having a radius of 360 feet the arc distance of 62.32 feet to a point, another corner of Future Phase II as shown on said plan; thence extending along same and still along Stephen Drive aforesaid the following courses and distances; (1) on a line curving to the right having a radius of 360 feet the arc distance of 63.35 feet to a point of tangent; (2) North 12 degrees, 49 minutes East 15 feet to a point of curve; (3) on a line curving to the left having a radius of 25 feet the arc distance of 39.27 feet to a point of tangent; and (4) North 12 degrees, 49 minutes East 50 feet to a point in line of Lot No. 39 as shown on said plan; thence extending along said Lot and still along Future Phase II aforesaid the following courses and distances: (1) on a line curving to the left having a radius of 275 feet the arc distance of 90.87 feet to a point; and (2) North 6 degrees, 11 minutes, 55 seconds West 157.79 feet to a point; another corner of Darlington Valley Open Space, Parcel 1; thence extending along same the seven following courses and distances: (1) North 6 degrees, 6 minutes, fifty-five seconds West along Lot No. 40 as shown on said plan 90.51 feet to a point; (2) still along Lot No. 40 South 77 degrees, 11 minutes East 194.78 feet to a point on the Northwesterly side of Stephen Drive aforesaid; thence extending along said Drive; (3) North 12 degrees, 49 minutes East 40 feet to a point of curve; (4) on a line curving to the left having a radius of 475 feet the arc distance of 161 feet to a point, a corner of Lot No. 41 as shown on said plan; thence extending along said Lot 41, (5) South 63 degrees, 4 minutes 11 seconds West 177.22 feet to a point; thence extending still along said Lot 41 (6) North 11 degrees, 55 minutes, 50 seconds West 103.53 feet to a point, corner of Lot No. 42 as shown on said plan; thence extending along said Lot 42 and Lot No. 43 as shown on said plan, (7) North 26 degrees, 55 minutes, 5 seconds West 200 feet to a point in line of Community Open Space, Parcel 1 as shown on said plan; thence extending along said Lot No. 43 and Community Open Space, Parcel 1, North 63 degrees, 4 minutes, 10 seconds East 180 feet to a point on the Southwesterly side of Stephen Drive; thence extending along said Drive North 26 degrees, 55 minutes, 50 seconds West 150 feet to a point corner of land now or late of Frederick W. and Donna K. Rode, thence extending North 63 degrees, 4 minutes 10 seconds East, crossing the bed of Stephen Drive, 50 feet to the first mentioned point and place of beginning

BEING Lots Numbered 1 to 14 and 39 to 43 inclusive, the beds of Stephen Drive, Laura Lynn Lane and Laura Lynn Lane cul de sac as shown on said plan

BEING as to a one-half interest, part of the same premises which Ethel S. Darlington by Deed dated 12-31-1946 and recorded in the Office of the Recorder &c., in and for the County aforesaid in Deed Book 1418 page 571, granted and conveyed unto Paul Darlington, in fee.

AND the said Paul Darlington, also known as Paul Darlington, Jr. died 11-28-1975, leaving Will dated 10-12-1971, proved and registered in said County under Estate No. 23-75-24141, Wherein and Whereby, inter alia, he appointed Dorothy R. Darlington and Paul Darlington, III, Executors and Trustees of his said Estate unto whom Letters of Testamentary were granted 12-5-1975 and further, devised the remainder of his Estate to Paul Darlington III and his wife Barbara S. Darlington.

AND BEING as to the other one half interest, part of the same premises which Richard S. Darlington by Deed dated 10-10-1991 and recorded in the Office aforesaid in Volume 896 page 313, granted and conveyed unto Richard S. Darlington and Barbara Mae Darlington, his wife, in fee, as tenants in Common.

FOLIO No. 27-00-00632-00

of land now or late of General Crushed Stone, Inc.; thence extending along said land North 60 degrees 11 minutes 20 seconds East, crossing the SEPTA right-of-way, 365.18 feet to a point, a corner of land now or late of Joseph and Janet Coupe, Jr.; thence extending along said land and land now or late of Edward and Irene Smith South 29 degrees 48 minutes 40 seconds East 490 feet to a point; thence still along land of said Smith North 60 degrees 11 minutes 20 seconds East 187.81 feet to a point on the Southwesterly side of Richard Lane (50 feet wide) as shown on said plan; thence extending along same on a line curving to the left having a radius of 275 feet the arc distance of 158.65 feet to a point, a corner of Future Phase IV as shown on said plan; thence extending along same the 14 following courses and distances: (1) South 60 degrees 11 minutes 20 seconds West 232.31 feet to a point of curve; (2) on a line curving to the right having a radius of 150 feet the arc distance of 235.62 feet to a point; (3) South 60 degrees 11 minutes 20 seconds West 68.74 feet; (4) South 20 degrees 31 minutes 37 seconds East 60.18 feet; (5) South 21 degrees 13 minutes 12 seconds East 94.80 feet; (6) South 24 degrees 48 minutes 5 seconds East 89.51 feet; (7) South 30 degrees 40 minutes 59 seconds East 89.62 feet; (8) South 34 degrees 9 minutes 46 seconds East 90.84 feet; (9) South 38 degrees 57 minutes 48 seconds East 86.54 feet; (10) North 57 degrees 29 minutes 50 seconds East 39.19 feet; (11) North 52 degrees 59 minutes 50 seconds East 26.23 feet; (12) North 64 degrees 2 minutes 50 seconds East 135.17 feet to a point of curve; (13) on a line curving to the right having a radius of 150 feet the arc distance of 116.50 feet to a point of tangent; and (14) South 71 degrees 27 minutes 10 seconds East 24.26 feet to a point, a corner of Darlington Valley Open Space, Parcel #7 as shown on said plan; thence extending along same the 3 following courses and distances: (1) South 71 degrees 27 minutes 10 seconds East 137.76 feet to a point of curve; (2) on a line curving to the right having a radius of 150 feet the arc distance of 161.70 feet to a point of tangent; and (3) South 9 degrees 41 minutes 10 seconds East 155.70 feet to a point a corner of Future Phase II as shown on said plan; thence extending along same the 2 following courses and distances: (1) South 9 degrees 41 minutes 10 seconds East 88 feet and (2) South 17 degrees 30 minutes 10 seconds East 109.05 feet to a point, a corner of Darlington Valley Open Space, Parcel #6 as shown on said plan; thence extending along same the 2 following courses and distances: (1) South 17 degrees 30 minutes 10 seconds East 106.88 feet to a point and (2) North 61 degrees 20 minutes 20 seconds East 81.14 feet to a point, a corner of Future Phase II aforesaid; thence extending along same and along Darlington Valley Open Space Parcels #5, #4 & #3 as shown on said plan the 4 following courses and distances: (1) North 61 degrees 20 minutes 20 seconds East 170.70 feet to a point of curve; (2) on a line curving to the right having a radius of 150 feet the arc distance of 185.46 feet to a point of tangent; (3) South 47 degrees 49 minutes 10 seconds East 192.54 feet to a point; and (4) North 46 degrees 56 minutes 53 seconds East 934.51 feet to a point, a corner of Phase 1 as shown on said plan; thence extending along same and along Darlington Valley Open Space, Parcel #2 as shown on said plan the 7 following courses and distances: (1) North 46 degrees 56 minutes 53 seconds East 430.02 feet; (2) North 42 degrees 24 minutes 23 seconds West 660.18 feet to a point of curve; (3) on a line curving to the right having a radius of 150 feet the arc distance of 229.01 feet to a point of tangent; (4) North 45 degrees 4 minutes 4 seconds East 96.89 feet; (5) North 26 degrees 55 minutes 50 seconds West 127.03 feet; (6) South 63 degrees 4 minutes 10 seconds West 269 feet to a point on the

Northeasterly side of Stephen Drive; and (7) along said Drive North 26 degrees 55 minutes 50 second West 150 feet to the first mentioned point and place of beginning.

EXCEPTING AND RESERVING THEREFROM AND THEREOUT THE FOLLOWING:

ALL THAT CERTAIN tract or piece of land with the buildings and improvements thereon erected, SITUATE in the Township of Middletown, County of Delaware and Commonwealth of Pennsylvania, and described according to the aforesaid plan, as follows:

BEGINNING AT A POINT in the easterly side of a certain SEPTA right-of-way (variable width) which point being measured the following seventeen (17) courses and distances along said side of right-of-way from its intersection with the southerly line of lands now or late General Crushed Stone, Inc.: (1) South 13 degrees 16 minutes 16 seconds East 58.32 feet to a point; (2) South 0 degrees 14 minutes 34 seconds East 101.98 feet to a point; (3) South 10 degrees 45 minutes 44 seconds East 99.69 feet to a point; (4) South 25 degrees 57 minutes 35 seconds East 100.84 feet to a point; (5) South 8 degrees 53 minutes 15 seconds East 99.84 feet to a point; (6) South 20 degrees 31 minutes 37 seconds East 99.10 feet to a point; (7) South 21 degrees 13 minutes 12 seconds East 99.28 feet to a point; (8) South 24 degrees 48 minutes 5 seconds East 99.43 feet to a point; (9) South 30 degrees 40 minutes 59 seconds East 99.43 feet to a point; (10) South 34 degrees 9 minutes 46 seconds East 99.52 feet to a point; (11) South 38 degrees 57 minutes 48 seconds East 100.05 feet to a point; (12) South 35 degrees 32 minutes 36 seconds East 100.08 feet to a point; (13) South 34 degrees 58 minutes 16 seconds East 100.05 feet to a point; (14) South 20 degrees 50 minutes 43 seconds East 102.39 feet to a point; (15) South 40 degrees 5 minutes 44 seconds East 100.72 feet to a point; (16) South 33 degrees 49 minutes 33 seconds East 100.01 feet to a point; and (17) South 31 degrees 32 minutes 4 seconds East 100.05 feet to the point of beginning. Thence, from said beginning point and leaving said easterly right-of-way South 56 degrees 44 minutes 50 seconds West 20 feet to a point in the title line in the bed of said right-of-way; thence, along said title line North 33 degrees 15 minutes 10 seconds West, 472.26 feet to a point; thence, leaving same and continuing the following seven (7) courses and distances: (1) North 57 degrees 29 minutes 50 seconds East 186.70 feet to a point; (2) North 52 degrees 59 minutes 50 seconds East 17.61 feet to a point; (3) North 64 degrees 2 minutes 50 seconds East 120.66 feet to a point; (4) South 71 degrees 27 minutes 10 seconds East 137.76 feet to a point; (5) South 9 degrees 41 minutes 10 seconds East 253.72 feet to a point; (6) South 17 degrees 30 minutes 10 seconds East 119.30 feet to a point; and (7) South 56 degrees 44 minutes 50 seconds West 255.30 feet to the first mentioned point and place of Beginning. The above described being shown as an exception from Parcel #2 on said plan and CONTAINING 3.686 Acres, more or less.

BEING Community Open Space, Parcel #2 as shown on said plan, and CONTAINING 48.136 Acres, more or less.

2. BEGINNING at a point on the Southwesterly side of Stephen Drive (50 feet wide) measured the 3 following courses and distances from a point of

curve on the Southeasterly side of Paul Lane (50 feet wide): (1) on a line curving to the left having a radius of 25 feet the arc distance of 39.27 feet to a point of tangent on the Northeasterly side of Stephen Drive; thence extending along same (2) South 26 degrees 55 minutes 50 seconds East 193 feet to a point; and (3) South 63 degrees 4 minutes 10 seconds West, crossing the bed of Stephen Drive, 50 feet to the point and place of beginning; thence extending from said beginning point and along the Southwesterly side of Stephen Drive South 26 degrees 55 minutes 50 seconds East 150 feet to a point; thence leaving said Drive and extending along Lot No. 43 on said plan South 63 degree 4 minutes 10 seconds west 180 feet to a point, a corner of Darlington Valley Open Space, Parcel #1 as shown on said plan; thence extending along said Parcel the 3 following courses and distances: (1) South 63 degrees 4 minutes 10 seconds West 707.03 feet to a point; (2) South 69 degrees 12 minutes West 322.88 feet to a point; and (3) South 60 degrees 11 minutes 20 seconds West 88.09 feet to a point on the Northeasterly side of Richard Lane (50 feet wide); thence extending along same on a line curving to the right having a radius of 225 feet the arc distance of 164.18 feet to a point, a corner of land now or late of Charles and Cynthia Jo Evans; thence extending along said land North 60 degrees 11 minutes 20 seconds East 157.19 feet to a point; thence still along said land and lands now or late of James E. Powell and Artin and Janet Miller North 69 degrees 12 minutes East 326.67 feet to a point; thence still along land of Miller and lands now or late of A. Francis & Marianne Gosnell, Joseph and Cheryl Kain III, James and Eileen Janczewski and Frederick and Donna K. Rode North 63 degrees 4 minutes 10 seconds East 879 feet to the first mentioned point and place of beginning.

BEING Community Open Space, Parcel #1 as shown on said plan, and CONTAINING 4.618 Acres, more or less.

BEING as to a one-half interest, part of the same premises which Ethel S. Darlington by Deed dated 12-31-1946 and recorded in the Office of the Recorder &c., in and for the County aforesaid in Deed Book 1418 page 571, granted and conveyed unto Paul Darlington, in fee.

AND the said Paul Darlington, also known as Paul Darlington, Jr. died 11-28-1975, leaving Will dated 10-12-1971, proved and registered in said County under Estate No. 23-75-24141, Wherein and Whereby, inter alia, he appointed Dorothy R. Darlington and Paul Darlington, III, Executors and Trustees of his said Estate unto whom Letters Testamentary were granted 12-5-1975, and further devised the remainder of his Estate to Paul Darlington III and his wife Barbara S. Darlington.

AND BEING as to the other one-half interest, part of the same premises which Richard S. Darlington by Deed dated 10-10-1992 and recorded in the Office aforesaid in Volume 896 page 313, granted and conveyed unto Richard S. Darlington and Barbara Mae Darlington, his wife, in fee, as tenants in Common.

BEING PART OF FOLIO NO. 27-00-00632-00.

arc distance of 55.73 feet to a point in line of Future Phase II as shown on said Plan; thence extending along same the 3 following courses and distances: (1) North 82 degrees, 59 minutes, 28 seconds West 127.67 feet to a point; (2) South 70 degrees, 27 minutes, 23 seconds West 106.69 feet to a point; and (3) South 54 degrees, 31 minutes, 6 seconds West 156.03 feet to a point on the Northeasterly side of Richard Lane (50 feet wide); thence along said Lane the 6 following courses and distances: (1) North 35 degrees, 28 minutes, 54 seconds West 219.92 feet to a point of curve; (2) on a line curving to the right having a radius of 265 feet the arc distance of 149.16 feet to a point of tangent; (3) North 3 degrees, 13 minutes, 54 seconds West 100 feet to a point of curve; (4) on a line curving to the left having a radius of 225 feet the arc distance of 359.63 feet to a point of tangent; (5) South 85 degrees, 11 minutes, 20 seconds West 330.16 feet to a point of curve; and (6) on a line curving to the right having a radius of 225 feet the arc distance of 91.08 feet to a point, a corner of Community Open Space, Parcel #1 aforesaid; thence extending along said Parcel the 3 following courses and distances: (1) North 60 degrees, 11 minutes, 20 seconds East 88.09 feet to a point; (2) North 69 degrees, 12 minutes East 322.88 feet to a point; and (3) North 63 degrees, 4 minutes, 10 seconds East 707.03 feet to the first mentioned point and place of beginning.

BEING DARLINGTON VALLEY OPEN SPACE, PARCEL #1.

2. BEGINNING at a point on the Easterly side of Stephen Drive (50 feet wide) a corner of Lot No. 3 as shown on said plan; thence extending from said beginning point and along said lot North 80 degrees, 41 minutes, 21 seconds East 105.05 feet to a point in line of Community Open Space, Parcel #2 thence extending along said Open Space the 2 following courses and distances: (1) on a line curving to the left having a radius of 150 feet the arc distance of 14.30 feet to a point of tangent and (2) South 42 degrees, 24 minutes, 23 seconds East 145.12 feet to a point, a corner of Lot No. 4 as shown on said plan; thence extending along said Lot North 88 degrees, 43 minutes, 30 seconds West 203.92 feet to a point on the Easterly side of Stephen Drive; thence extending same on a line curving to the left having a radius of 525 feet the arc distance of 97 feet to the first mentioned point and place of beginning.

BEING DARLINGTON VALLEY OPEN SPACE, PARCEL #2.

3. BEGINNING at a point in line of Community Open Space, Parcel #2 and a corner Lot No. 10 as shown on said plan; thence extending from said beginning point and along said Open Space South 46 degrees, 56 minutes, 53 seconds West 287.82 feet to a point a corner of Future Phase # II; thence extending along same North 5 degrees, 16 minutes, 45 seconds East 389.21 feet to a point in line of Lot No. 12 as shown on said plan; thence extending along said lot and lots numbered 11 and 10 as shown on said plan South 42 degrees, 24 minutes, 23 seconds East 258.78 feet to the first mentioned point and place of beginning.

BEING DARLINGTON VALLEY OPEN SPACE, PARCEL #3.

4. BEGINNING at a point in line of Community Open Space, Parcel #2 and a corner of Future Phase II; thence extending from said beginning point and along said Open Space the 2 following courses and distances: (1) South 46

**AMENDMENT TO DECLARATION OF RESTRICTIONS,
COVENANTS AND EASEMENTS OF DARLINGTON VALLEY,
TOWNSHIP OF MIDDLETOWN, DELAWARE COUNTY, PENNSYLVANIA**

This Amendment to Declaration of Restrictions, Covenants and Easements, of Darlington Valley made this 10 day of May, 2000, by Cornerstone Communities, Inc. (hereinafter "Cornerstone").

BACKGROUND

A. Mark S. Ressler and Adele M. Ressler (the "Resslers"), together with certain Darlington Family Interests executed a Declaration of Restrictions, Covenants and Easements, dated June 29, 1993 (hereinafter "Declaration") relating to certain property known as the Darlington Valley Development, situate in Middletown Township, Delaware County, Pennsylvania, located on Richard Lane and Stephen Drive and containing approximately 100.962 gross acres, more or less, being Folio No. 27-00-00632-00 (the "Property"), which said Declaration was recorded in the Recorder of Deeds Office for Delaware County in Volume 1133, page 784 et seq. and Volume 1248, page 713 et seq.

B. It was contemplated that the Property would be developed in four phases, they being Phases I, II, III and IV.

C. The Resslerers acted as the "Developer" as that term is defined in the Declaration for the development of Phases I and II of the Property and assigned the Developer rights for Phases III and IV to Cornerstone Communities, Inc. ("Cornerstone") pursuant to an Assignment, dated January 18, 2000, a copy of which is attached hereto, marked Exhibit "A" and made part hereof.

COMMONWEALTH OF PENNSYLVANIA

:

COUNTY OF Montgomery

:

SS

:

On this, the 10 day of May, 2000, before me, the undersigned officer, personally appeared David Della Porta, who acknowledged himself to be the President of Cornerstone Communities, Inc., a Pennsylvania corporation, and that he, as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing his name as President, and that he desired that the same might be recorded as such.

I hereunto set my hand and official seal.

Moira E Hogan
NOTARY PUBLIC

NOTARIAL SEAL
MOIRA E. HOGAN, NOTARY PUBLIC
NETHER PROVIDENCE TWP., DELAWARE COUNTY
MY COMMISSION EXPIRES SEPT. 15, 2003

ASSIGNMENT

THIS ASSIGNMENT is made this 18th day of January, 2000 by and between Mark S. Ressler and Adele M. Ressler (hereinafter collectively, "Assignor") and Cornerstone Communities, Inc., a Pennsylvania corporation ("Assignee").

BACKGROUND

A. Assignor has acted as the "Developer" as that term is defined in that certain Declaration of Restrictions, Covenants and Easements of Darlington Valley dated June 29, 1993 and recorded in Volume 1248 at Page 713 in the Office of the Recorder of Deeds in and for Delaware County, Pennsylvania on August 13, 1993 (the "Declaration") for the development of Phases I and II of the Property (as defined in the Declaration).

B. Assignee has entered into an agreement to acquire Phases III and IV of the Property. In connection therewith, Assignor desires to assign its rights as Developer under the Declaration to Assignee to facilitate Assignee's development of Phases III and IV of the Property.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignor hereby assigns to Assignee all of Assignor's right, title and interest as Developer under the Declaration.
2. This Assignment relates to the development of Phases III and IV of the Property and shall not relieve Assignor from any liability they may have as Developer of Phases I and II of the Property. Assignor shall not be liable for any obligations of Assignee incurred as the Developer with respect to Phases III and IV of the Property. Assignee shall not be liable for any obligations of Assignor incurred as the Developer with respect to Phases I and II of the Property.

IN WITNESS WHEREOF and intending to be legally bound hereby, Assignor has executed this Assignment as of the date first above written.

Mark S. Ressler

Mark S. Ressler

Adele M. Ressler

Adele M. Ressler

EXHIBIT "A"

COMMONWEALTH OF PENNSYLVANIA

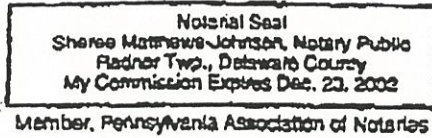
ss.

COUNTY OF

On this the 18th day of January, 2001, before me, the undersigned officer, personally appeared Mark S. Ressler, known to me or satisfactorily proven to be the person who executed the foregoing instrument for the purposes therein contained by signing his name.

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

[Notarial Seal]:



Sherree Matthews-Johnson
 Notary Public

My Commission Expires: 12/23/02

COMMONWEALTH OF PENNSYLVANIA

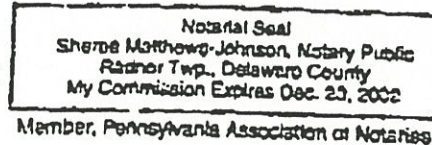
ss.

COUNTY OF

On this the 18th day of January, 2001, before me, the undersigned officer, personally appeared Adele M. Ressler, known to me or satisfactorily proven to be the person who executed the foregoing instrument for the purposes therein contained by signing his name.

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

[Notarial Seal]:



Sherree Matthews-Johnson
 Notary Public

My Commission Expires: 12/23/02

**AMENDMENT TO DECLARATION OF RESTRICTIONS,
COVENANTS AND EASEMENTS OF DARLINGTON VALLEY,
TOWNSHIP OF MIDDLETOWN, DELAWARE COUNTY, PENNSYLVANIA**

This Amendment to Declaration of Restrictions, Covenants and Easements, of Darlington Valley made this 16th day of May, 2000, by Fortress Pennsylvania LLC (hereinafter "Fortress").

BACKGROUND

A. Mark S. Ressler and Adele M. Ressler, together with certain Darlington Family Interests executed a Declaration of Restrictions, Covenants and Easements, dated June 29, 1993 (hereinafter "Declaration") relating to certain property known as the Darlington Valley Development, situate in Middletown Township, Delaware County, Pennsylvania, located on Richard Lane and Stephen Drive and containing approximately 100.962 gross acres, more or less, being Folio No. 27-00-00632-00 (the "Property"), which said Declaration was recorded in the Recorder of Deeds Office for Delaware County in Volume 1133, page 784 et seq. and Volume 1248, page 713 et seq.

B. It was contemplated that the Property would be developed in four phases, they being Phases I, II, III and IV.

C. The Resslerers acted as the "Developer" as that term is defined in the Declaration for the development of Phases I and II of the Property and assigned the Developer rights for Phases III and IV to Cornerstone Communities, Inc. ("Cornerstone") pursuant to an Assignment, dated January 18, 2000, a copy of which is attached hereto, marked Exhibit "A" and made part hereof.

D. An Amendment to Declaration of Restrictions, Covenants and Easements of Darlington Valley, Township of Middletown, Delaware County, Pennsylvania, identifying Cornerstone as the Developer of Phases III and IV was subsequently recorded in the Recorder of Deeds Office in and for Delaware County, Pennsylvania.

E. Phases III and IV of the Property, together with a portion of the bed of Richard Lane, were conveyed to Darlington Valley Associates, L.P. and Darlington Valley Associates, L.P., has, in turn, conveyed Phases III and IV of the Property, together with a portion of the bed of Richard Lane, to Fortress.

F. Fortress intends to develop Phases III and IV of the Property and that portion of Richard Lane conveyed to it and Cornerstone has assigned to Fortress the rights as Developer under the Declaration to facilitate Fortress' development of Phases III and IV of the Property.

G. A true and correct copy of the Assignment of Developer rights from Cornerstone to Fortress is attached hereto, marked Exhibit "B" and made part hereof.

H. Paragraph 7 on page 6 of the Declaration requires any assignment of Developer rights to be in writing and to be disclosed by an amendment to this Declaration.

NOW, THEREFORE, Fortress, intending to be legally bound hereby, states the following:

1. The "Background" section set forth above is hereby incorporated herein as though fully set forth at length.

2. The Declaration is hereby amended for the limited purpose of identifying the Developer of Phases III and IV as Fortress Pennsylvania LLC.

ASSIGNMENT

THIS ASSIGNMENT is made this 18th day of January, 2000 by and between Mark S. Ressler and Adele M. Ressler (hereinafter collectively, "Assignor") and Cornerstone Communities, Inc., a Pennsylvania corporation ("Assignee").

BACKGROUND

A. Assignor has acted as the "Developer" as that term is defined in that certain Declaration of Restrictions, Covenants and Easements of Darlington Valley dated June 29, 1993 and recorded in Volume 1248 at Page 713 in the Office of the Recorder of Deeds in and for Delaware County, Pennsylvania on August 13, 1993 (the "Declaration") for the development of Phases I and II of the Property (as defined in the Declaration).

B. Assignee has entered into an agreement to acquire Phases III and IV of the Property. In connection therewith, Assignor desires to assign its rights as Developer under the Declaration to Assignee to facilitate Assignee's development of Phases III and IV of the Property.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignor hereby assigns to Assignee all of Assignor's right, title and interest as Developer under the Declaration.
2. This Assignment relates to the development of Phases III and IV of the Property and shall not relieve Assignor from any liability they may have as Developer of Phases I and II of the Property. Assignor shall not be liable for any obligations of Assignee incurred as the Developer with respect to Phases III and IV of the Property. Assignee shall not be liable for any obligations of Assignor incurred as the Developer with respect to Phases I and II of the Property.

IN WITNESS WHEREOF and intending to be legally bound hereby, Assignor has executed this Assignment as of the date first above written.

Mark S. Ressler

Mark S. Ressler

Adele M. Ressler

Adele M. Ressler

EXHIBIT "A"

COMMONWEALTH OF PENNSYLVANIA

:

SS.

COUNTY OF

:

On this the 18th day of January, 2001, before me, the undersigned officer, personally appeared Mark S. Ressler, known to me or satisfactorily proven to be the person who executed the foregoing instrument for the purposes therein contained by signing his name.

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

[Notarial Seal]:

Notarial Seal
Sherie Matthews-Johnson, Notary Public
Radnor Twp., Delaware County
My Commission Expires Dec. 23, 2002
Member, Pennsylvania Association of Notaries

Sherie Matthews-Johnson
Notary Public

My Commission Expires: 12/23/02

COMMONWEALTH OF PENNSYLVANIA

:

SS.

COUNTY OF

:

On this the 18th day of January, 2001, before me, the undersigned officer, personally appeared Adele M. Ressler, known to me or satisfactorily proven to be the person who executed the foregoing instrument for the purposes therein contained by signing his name.

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

[Notarial Seal]:

Notarial Seal
Sherie Matthews-Johnson, Notary Public
Radnor Twp., Delaware County
My Commission Expires Dec. 23, 2002
Member, Pennsylvania Association of Notaries

Sherie Matthews-Johnson
Notary Public

My Commission Expires: 12/23/02

ASSIGNMENT

This Assignment is made this 10 day of May, 2000, by and between Cornerstone Communities, Inc., a Pennsylvania corporation ("Assignor") and Fortress Pennsylvania LLC, a Delaware limited liability company ("Assignee").

BACKGROUND

A. Mark S. Ressler and Adele M. Ressler (the "Resslers") have acted as the "Developer" as that term is defined in that certain Declaration of Restrictions, Covenants and Easements of Darlington Valley, dated June 29, 1993, and recorded in Volume 1248 at page 713 in the Office of the Recorder of Deeds in and for Delaware County, Pennsylvania, on August 13, 1993 (the "Declaration") for the development of Phases I and II of the Property (as defined in the Declaration).

B. The Property consists of four phases, they being Phases I, II, III and IV.

C. Phases III and IV of the Property were conveyed to Darlington Valley Associates, L.P. and in connection therewith the Resslerers assigned to Assignor all of their rights as Developer under the Declaration to facilitate the development of Phases III and IV of the Property.

D. A true and correct copy of the Assignment from the Resslerers to Assignor for Phases III and IV of the Property is attached hereto, marked Exhibit "A" and made a part hereof.

E. Assignee has entered into an agreement to acquire Phases III and IV of the Property and the bed of Richard Lane as extended. In connection therewith, Assignor desires to assign its rights as Developer under the Declaration to Assignee to facilitate the development of Phases III and IV of the Property.

AND NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and with the recitals hereinabove considered an integral part of this Assignment, the parties hereto, intending to be legally bound hereby, agree as follows:

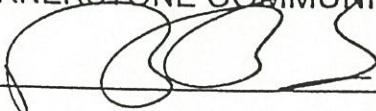
1. Assignor hereby assigns to Assignee all of Assignor's right, title and interest as Developer under the Declaration.

2. This Assignment relates to the development of Phases III and IV of the Property and is not intended to relieve the Resslerers from any liability that they have as Developer of Phases I and II of the Property. Assignor shall not be liable for any obligations of Assignee incurred as Developer with respect to Phases III and IV of the Property. Assignee shall not be liable for any obligation of the Resslerers incurred as Developer with respect to Phases I and II of the Property.

IN WITNESS WHEREOF, and intending to be legally bound hereby, Cornerstone Communities, Inc. has executed this Assignment as of the date first above written.

CORNERSTONE COMMUNITIES, INC.

By:



Attest:



COMMONWEALTH OF PENNSYLVANIA

COUNTY OF *Montgomery*

:
:
: SS
:

On this, the *10* day of *May*, 2000, before me, the undersigned officer, personally appeared *David Dellatorre*, who acknowledged himself to be the President of Cornerstone Communities, Inc. a Pennsylvania corporation, and that he, as such *President*, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing his name as President, and that he desired that the same might be recorded as such.

I hereunto set my hand and official seal.

Maira E. Hogan
NOTARY PUBLIC
NOTARIAL SEAL
MOIRA E. HOGAN, NOTARY PUBLIC
NETHER PROVIDENCE TWP., DELAWARE COUNTY
MY COMMISSION EXPIRES SEPT. 15, 2003

ASSIGNMENT

THIS ASSIGNMENT is made this 18th day of January, 2000 by and between Mark S. Ressler and Adele M. Ressler (hereinafter collectively, "Assignor") and Cornerstone Communities, Inc., a Pennsylvania corporation ("Assignee").

BACKGROUND

A. Assignor has acted as the "Developer" as that term is defined in that certain Declaration of Restrictions, Covenants and Easements of Darlington Valley dated June 29, 1993 and recorded in Volume 1248 at Page 713 in the Office of the Recorder of Deeds in and for Delaware County, Pennsylvania on August 13, 1993 (the "Declaration") for the development of Phases I and II of the Property (as defined in the Declaration).

B. Assignee has entered into an agreement to acquire Phases III and IV of the Property. In connection therewith, Assignor desires to assign its rights as Developer under the Declaration to Assignee to facilitate Assignee's development of Phases III and IV of the Property.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignor hereby assigns to Assignee all of Assignor's right, title and interest as Developer under the Declaration.

2. This Assignment relates to the development of Phases III and IV of the Property and shall not relieve Assignor from any liability they may have as Developer of Phases I and II of the Property. Assignor shall not be liable for any obligations of Assignee incurred as the Developer with respect to Phases III and IV of the Property. Assignee shall not be liable for any obligations of Assignor incurred as the Developer with respect to Phases I and II of the Property.

IN WITNESS WHEREOF and intending to be legally bound hereby, Assignor has executed this Assignment as of the date first above written.

Mark S. Ressler

Mark S. Ressler

Adele M. Ressler

Adele M. Ressler

EXHIBIT "A"

COMMONWEALTH OF PENNSYLVANIA :

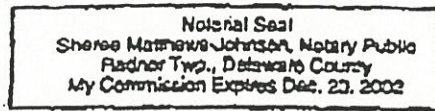
SS.

COUNTY OF :

On this the 18th day of January, 2001, before me, the undersigned officer, personally appeared Mark S. Ressler, known to me or satisfactorily proven to be the person who executed the foregoing instrument for the purposes therein contained by signing his name.

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

[Notarial Seal]:



Member, Pennsylvania Association of Notaries

Sherree Matthews-Johnson
Notary Public

My Commission Expires: 12/23/02

COMMONWEALTH OF PENNSYLVANIA :

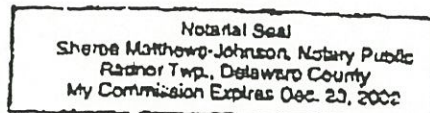
SS.

COUNTY OF :

On this the 18th day of January, 2000, before me, the undersigned officer, personally appeared Adele M. Ressler, known to me or satisfactorily proven to be the person who executed the foregoing instrument for the purposes therein contained by signing his name.

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

[Notarial Seal]:



Member, Pennsylvania Association of Notaries

Sherree Matthews-Johnson
Notary Public

My Commission Expires: 12/23/02

Phase III

ALL THAT CERTAIN parcel of land situate in the Township of Middletown, County of Delaware, State of Pennsylvania as shown on a phase III and IV record plan for Darlington Valley PRD prepared by Brandywine Valley Engineers, a division of Vollmer Associates, LLP., Civil Engineers and Land Surveyors dated July 30, 1999 and last revised April 11, 2000 the bounds of which being described as follows:

BEGINNING AT AN POINT in the centerline of Richard Lane^e (50 feet wide) which point being located along same the following three (3) courses and distances from the point of intersection of said centerline with the centerline of Stephen Drive (50 feet wide): 1.) North 15 degrees 28 minutes 54 seconds West, 57.79 feet to a point of curve; 2.) along the arc of a circle curving to the left in a northwestwardly direction having a radius of 250.00 feet, an arc distance of 87.27 feet to a point of tangency; 3.) North 35 degrees 28 minutes 54 seconds West, 48.37 feet to the point of Beginning; THENCE from said Beginning Point and leaving said centerline of Richard Lane and along lines of Darlington Valley Open Space the following five (5) courses and distances: 1.) South 74 degrees 31 minutes 06 seconds West, 218.68 feet to a point; 2.) North 35 degrees 28 minutes 54 seconds West, 185.25 feet to a point; 3.) North 13 degrees 36 minutes 35 seconds East, 169.31 feet to a point; 4.) North 10 degrees 26 minutes 35 seconds East, 131.23 feet to a point; 5.) North 86 degrees 46 minutes 06 seconds East, 96.20 feet to a point in the aforementioned centerline of Richard Lane; THENCE along same the following three (3) courses and distances: 1.) South 03 degrees 13 minutes 54 seconds East, 100.00 feet to a point of curve; 2.) along the arc of a circle curving to the left in a southwardly direction having a radius of 290.00 feet, an arc distance of 166.23 feet to a point of tangency; 3.) South 35 degrees 28 minutes 54 seconds East, 171.55 feet to the first mentioned point and place of Beginning.

The above described being the gross area of Phase III on said plan and containing 1.732 acres more or less. Said area also being subject to certain 20 feet wide storm and sanitary sewer casements that traverse through same.

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YAD

EXHIBIT A of 10/14

NEW YORK, NY ALBANY, NY ROCHESTER PARK, NY BOSTON, MA HAMILTON, CT CONCORD, NH

Phase III - 10/14

May 1, 2000
File No. 9960157

Phase IV

ALL THAT CERTAIN parcel of land situate in the Township of Middletown, County of Delaware, State of Pennsylvania as shown on a phase III and IV record plan for Darlington Valley PRD prepared by Brandywine Valley Engineers, a division of Vollmer Associates, LLP., Civil Engineers and Land Surveyors dated July 30, 1999 and last revised April 11, 2000 the bounds of which being described as follows:

BEGINNING AT A POINT in the centerline of Richard Lane (50 feet wide) which point being measured along same on the arc of a circle curving to the left in a southeastwardly direction having a radius of 250.00 feet, an arc distance of 160.86 feet from the southeasterly line of lands now or late Edward and Irene Smith extended at the terminus of existing Richard Lane; THENCE from said Beginning Point and still along said centerline of Richard Lane the following two (2) courses and distances: 1.) along the arc of a circle curving to the left in a southeastwardly direction having a radius of 250.00 feet, an arc distance of 122.75 feet to a point of tangency; 2.) North 85 degrees 11 minutes 20 seconds East, 256.69 feet to a point; THENCE leaving said centerline of Richard Lane and along lines of Darlington Valley Open Space the following two (2) courses and distances: 1.) South 23 degrees 42 minutes 30 seconds West, 411.99 feet to a point; 2.) South 60 degrees 11 minutes 20 seconds West, 168.78 feet to a point in the line of Community Open Space; THENCE extending along said line of Community Open Space the following fourteen (14) courses and distances: 1.) North 71 degrees 27 minutes 10 seconds West, 24.26 feet to a point of curve; 2.) along the arc of a circle curving to the left in a westwardly direction having a radius of 150.00 feet, an arc distance of 116.50 feet to a point of tangency; 3.) South 64 degrees 02 minutes 50 seconds West, 135.17 feet to a point; 4.) South 52 degrees 59 minutes 50 seconds West, 26.23 feet to a point; 5.) South 57 degrees 29 minutes 50 seconds West, 39.19 feet to a point; 6.) North 38 degrees 57 minutes 48 seconds West, 86.54 feet to a point; 7.) North 34 degrees 09 minutes 46 seconds West, 90.84 feet to a point; 8.) North 30 degrees 40 minutes 59 seconds West, 89.62 feet to a point; 9.) North 24 degrees 48 minutes 05 seconds West, 89.51 feet to a point; 10.) North 21 degrees 13 minutes 12 seconds West, 94.80 feet to a point; 11.) North 20 degrees 31 minutes 37 seconds West, 60.18 feet to a point; 12.) North 60 degrees 11 minutes 20 seconds East, 68.74 feet to a point; 13.) along the arc of a circle curving to the left in a southeastwardly direction having a radius of 150.00 feet, an arc distance of 235.62 feet to a point of tangency; 14.) North 60 degrees 11 minutes 20 seconds East, 262.80 feet to the first mentioned point and place of Beginning.

The above described being the gross area of Phase IV on said plan and containing 6.410 acres more or less. Said area also being subject to certain 20 feet wide storm and sanitary sewer easements and a certain 25 feet wide access easement that traverse through same.

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seconds West, 30.49 feet to a point in the westerly side of the herein described proposed right-of-way; THENCE along said westerly side the arc of a circle curving to the right in a northwestwardly direction having a radius of 275.00 feet, an arc distance of 158.65 feet to the first mentioned point and place of Beginning.

The above described containing a portion of the bed of Richard Lane containing an area of 1.127 acres
~~more or less~~
BEING Folio Number 27-00-00632-00

BEING the same premises which Paul Darlington, III, surviving Executor and Trustee under the Will of Paul Darlington a/k/a Paul Darlington, Jr., deceased, Barbara Mae Darlington, Individually and Barbara Mae Darlington, Richard S. Darlington, Jr. and Stephen G. Darlington, Executors under the Will of Richard S. Darlington, deceased, by Indenture bearing date the 6 day of December, A.D. 1999 and recorded the 25 day of April, A.D. 2000 in the Office for the Recorder of Deeds, in and for the County of Delaware, aforesaid, in Volume 2005 page 1480, granted and conveyed unto Darlington Valley Associates, L.P., correctly known as Darlington Valley Associates, L.P., in fee.

OK ylr

RECORDED 11/26/00

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF *Montgomery*

:
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: SS

On this, the *10* day of *May*, 2000, before me, the undersigned officer, personally appeared *Raymond Jacoby*, who acknowledged himself to be the *Sr. Vice President* of Fortress Pennsylvania LLC, a Delaware Limited Liability Company, and that he, as such *Sr. Vice President*, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing his name as *Sr. Vice President*, and that he desired that the same might be recorded as such.

I hereunto set my hand and official seal.

Maura E. Hogan

NOTARY PUBLIC

NOTARIAL SEAL
MOIRA E. HOGAN, NOTARY PUBLIC
NETHER PROVIDENCE TWP., DELAWARE COUNTY
MY COMMISSION EXPIRES SEPT. 15, 2003