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PLANNED COMMUNITY DECLARATION

2004 JAN 29 P 3 31

for
STEARNS CROSSING

College Township,
Centre County, Pennsylvania

Submitted pursuant to the provisions
of the Pennsylvania Uniform Planned Community Act,
68 Pa.S. § 5101 et seq.

THIS DECLARATION is made this 15th day of January 2004, by **Stearns Boal, L.P.**, a
Pennsylvania limited partnership, with an office address of 100 North Patterson Street State
College, Pennsylvania, as the Owner in fee simple of the real estate herein described.

**ARTICLE I
SUBMISSION**

1.1 **Name: County: Description:** Stearns Boal, L.P., its successors and assigns
(the "Declarant"), Owner in fee simple of the real estate described in Exhibit "A" attached
hereto (the "Property"), located in College Township Centre County, Pennsylvania, hereby
submits the Property to the Uniform Planned Community Act, 68 Pa. C.S. §§ 5101 et seq. (the
"Act") and hereby creates a residential planned community, to be known as "**STEARNS
CROSSING**."

1.2 **Easements and Licenses:** The Property is subject to the following easements,
rights and appurtenances:

(a) Right of Way to Bell Telephone Company as recorded May 14, 1960 in
Centre County Miscellaneous Book 65 Page 526.

(b) Right of Way to West Penn Power Company as recorded October 27,
1960 in Centre County Miscellaneous Book 67, Page 357.

(c) Right of Way to Columbia Gas Company of Pennsylvania as recorded
August 15, 1967 in Centre County Miscellaneous Book 96, Page 712

(d) Right of Way to Columbia Gas Company of Pennsylvania as recorded
October 21, 1966 in Centre County Miscellaneous Book 93, Page 753

(e) Right of Way to Columbia Gas Company of Pennsylvania as recorded
July 11, 1968 in Centre County Miscellaneous Book 103, Page 80

(f) Right of Way from James C. Wambold and Alice Wambold, husband and
wife, to Stearns Boal, L.P. and Antioch International Church and Ministries, Inc. dated
September 24, 2003 and recorded in Centre County Record Book 1644, Page 772.

(g) Assignment of Easement and Mortgage from Stearns Boal, L.P. to
Kishacoquillas Valley National Bank dated October 3, 2003 and recorded in Centre County
Record Book 1611, Page 407.

(h) Subject to the easements, rights, conditions, and plan notes as shown on
the Final Subdivision Plan for STEARNS CROSSING, Phases I, II, and III recorded in Centre
County Plat Book 70, Pages 122-123.

ARTICLE II DEFINITIONS

2.1 **Terms Defined or Used in the Act:** Terms used herein and in the Plans shall have the meanings specified or used for such terms in Section 5103 or elsewhere in the Act, unless otherwise defined herein.

2.2 **Other Terms Defined:** The following terms used herein or in the Plans and Plans show the meanings set forth below:

(a) "Allocated Interest" means the common expense liability and votes in the Association allocated to each Unit.

(b) "Association" means the Unit Owners Association for the Planned Community and shall be known as STEARNS CROSSING HOMEOWNERS ASSOCIATION INC.

(c) "Common Expense Liability" shall mean the liability for common expenses allocated to each Unit.

(d) "Common Expenses" means expenditures made by or financial liabilities of the Association, together with any allocations to reserves.

(e) "Common Facilities" means any real estate within the Planned Community which is owned by the Association or leased to the Association. The term specifically does not include a Unit.

(f) "Controlled Facilities" means any real estate within a Planned Community, whether or not a part of a Unit, that is not a common facility but is maintained, improved, repaired, replaced, regulated, managed, insured or controlled by the Association.

(g) "Declarant" shall mean Stearns Boal, LP, its successors and assigns.

(h) "Declaration" means this document as may be amended from time to time.

(i) "Executive Board" means the Executive Board of the Association.

(j) "Lot" shall mean "Unit".

(k) "Plans" shall mean the Final Subdivision Plan for STEARNS CROSSING Phases I, II, and III, recorded in Centre County Plan Book 70, Pages 122-123, and plans for subsequent phases for STEARNS CROSSING as each phased plan is recorded.

(l) "Special Declarant Rights" are rights reserved for the benefit of the Declarant to:

(i) complete improvements included on the Plans filed with the Declarant;

(ii) convert a Unit into two or more Units, common facilities or controlled facilities, or into two or more Units and common facilities or controlled facilities;

(iii) maintain offices, signs and models under Section 5217 of the Act;

(iv) use easements through the common facilities or controlled facilities for the purpose of making improvements within the Planned Community;

(m) "Successor Declarant" shall mean any successor to Declarant or a successor to any Special Declarant Right.

(n) "Unit" shall mean a physical portion of the Planned Community designated for separate Ownership or occupancy as described herein and as depicted in the Plans. Units are described on the Plans as Lots.

(o) "Unit Owner" is a Declarant or any other person who owns a Unit in the Planned Community.

ARTICLE III UNITS AND VOTING

3.1 **Units:** The location and dimensions of all Units comprising the Planned Community are shown on the Plans attached hereto as **Exhibit "B."** There are three planned phases for the Planned Community and Declarant is under no obligation to construct more than three (3) phases. The number of projected Units in each phase are as follows:

Phase I	11
Phase II	12
Phase III	13

Declarant reserves the right to change the total number of Units, the total number of phases, and the total number of Units per phase.

Declarant reserves the right to change or alter the location and dimensions of Units and the size of buildings or dwellings to be constructed upon a Unit in undeveloped phases provided that such change or alteration does not conflict with the architectural control and protective covenants set forth in Article VII and VIII hereof by the imposition of lesser standards. Except to the extent provided by the Declaration, each Unit Owner is responsible for the maintenance, repair and replacement of his or her Unit and improvements thereon.

3.2 **Relocation of Unit Boundaries:** The boundaries between adjoining Units may be relocated by amendment to the Declaration upon application to the Association by the Owners of the adjoining Units. Unless the Executive Board determines, within 30 days, that the relocation is unreasonable, and upon the requesting Unit Owner's first obtaining municipal approval thereof, the Association shall prepare, and record, at the cost and expense of the Unit Owners whose boundaries are being relocated, an amendment to the Declaration and the Plans containing all information required by Section 5214 of the Act. The relocation of boundaries between adjoining Units shall not result in a reallocation of votes in the Association of the affected, adjoining Unit Owners. No more than two (2) lots, as originally set forth on the original subdivision of Declarant, may be combined into one lot.

3.3 **Subdivision or Conversion of Units:** A Unit may not be subdivided into two or more Units except in the case of a Unit owned by Declarant which may subdivide a Unit or Units into a combination of Units and common facilities. Declarant also has the right to replot a Unit

or Units prior to final plan approval for an undeveloped phase to provide for a public street or driveway to connect to other residential properties.

3.4 Voting Rights: Common Expense Liability: Each Unit shall be entitled to one vote in the Association. When more than one (1) person holds an interest in any Unit, all such persons shall be members. The vote for such Unit shall be exercised as such persons among themselves may determine, but in no event shall more than one (1) vote be cast with respect to any Unit. Any such joint Owners shall designate and register with the secretary of the Association the name of that Owner entitled to cast such single vote, and to receive all notices.

The Common Expense Liability of each Unit shall be assessed in accordance with each Unit's Voting Interest. No voting interests or Common Expense Liability will attach to any lot designated as open space on the Plans. No voting interests or Common Expense Liability will attach to Units within any undeveloped phase of the development unless and until the first lot within that phase is sold or conveyed to a party other than Declarant or a Successor Declarant.

A phase will not be considered developed until the phase has received final subdivision plan approval from College Township and the final subdivision plan for that phase is recorded. At the time that the first Unit within a developed phase is sold or conveyed to a party other than Declarant or a Successor Declarant, the Common Expense Liability for the Unit Owners within that phase and all prior developed phases for which assessments have already been levied shall be recalculated and reallocated by adding the total number of Units in the recently developed phase to the Units in the prior developed phases. Thus, for example, before conveyance of the first lot in Phase III, the Common Expense Liability for each Unit in Phase I (11 Units) and in Phase II (12 Units) shall be 1/23 of the total Common Expenses; and, after conveyance of the first lot in Phase III, the Common Expense Liability for each Unit in Phase I (11 units), Phase II (12 units), and Phase III (13 Units) shall be 1/36 of the total Common Expenses.

ARTICLE IV DESCRIPTION AND ALLOCATION OF COMMON AND CONTROLLED FACILITIES

4.1 Common Facilities: The Common Facilities are those portions of the Planned Community not forming either part of a Unit or areas to be dedicated to the municipality and utilities. The Common Facilities consist of open space and any storm water management facilities and structures required by College Township. Any structures to be constructed will be shown on subsequent final subdivision plans and constructed by the Declarant, except that any structure that may be erected in an open space area will be the responsibility of the Association to construct. The Common Facilities will be conveyed to the Association and until the time of conveyance will be owned by the Declarant or any Successor Declarant. Conveyance will be by special warranty deed to the Association for consideration of One Dollar (\$1.00).

4.2 Controlled Facilities:

(a) Declarant will install all controlled facilities as shown on the final subdivision plans or easements. Thereafter, the Association is obligated to maintain, improve, repair, replace, regulate, manage insure and control the controlled facilities.

(b) There are controlled facilities pursuant to recorded easements located at the entrances to STEARNS CROSSING in Phase I, Phase II, and Phase III. These controlled facilities are for the following purposes:

- (i) to maintain landscaping and STEARNS CROSSING identification signs and lighting at the entrances to the Planned Community, whether

or land owned by Association or acquired by easement by Association;

(ii) to maintain street signs in coordination with College Township;

(iii) to maintain stormwater detention basins, storm water drainage easements and areas, bike paths, walking paths, and

(iv) others to be determined by the Association

(c) The Association shall be responsible to maintain as controlled facilities all stormwater management controls located outside of the rights-of-way and streets to be dedicated to College Township. These controlled facilities include such controls as piping, inlets and outfall structures located within easements on Units as shown on final subdivision plans.

ARTICLE V EASEMENTS

5.1 Additional Easements: In addition to and in supplementation of the easements provided for by Sections 5216 (encroachments), 5217 (Declarant's use of portions of buildings for sales purposes) and 5218 (to facilitate Declarant's work) and other provisions of the Act and in addition to the easements set forth in Section 1.2 hereof, the following easements are hereby created:

(a) **Models:** Declarant, or the builders approved by Declarant, shall have the right to maintain model homes and make sales from the model homes, but only for lots in Stearns Crossing, and only with prior written approval of the Declarant. No management offices, sales offices, or rental offices may be maintained, nor may any materials be delivered to or stored on any Unit.

(b) **Signs:** Declarant shall have the right to maintain or authorize on the Controlled Facilities and/or upon Declarant owned Units such advertising signs as Declarant in its sole discretion may deem appropriate, provided that such signs comply with applicable governmental requirements. Declarant may from time to time relocate such advertising signs.

(c) **Utility Easements:** The Common Facilities shall be made subject to easements in favor of the Declarant, appropriate utility and service companies and governmental agencies or authorities for such utility and service lines, and as may be necessary or desirable to serve any portion of the Property. The easements created in this Article 5.1 shall include, without limitation, rights of Declarant or the providing utility or service company, or governmental agency or authority to install, lay, maintain, repair, relocate and replace gas lines, pipes and conduits, water mains and pipes, sewer, and drain lines, telephone wires and equipment, television equipment electrical wires, conduits and facilities (cable or otherwise), and equipment over, under, through, along and on the Common Facilities.

(d) **Ingress and Egress.** Each Unit Owner has an unrestricted right of access to his or her Unit. Each Unit Owner has a non-exclusive easement to access and use of the Common Facilities, subject to the restrictions established by the Association.

(e) **Support.** Each Unit Owner has the benefit of a restriction upon any action of a neighboring Unit Owner, or of the Association with respect to the Common Facilities, which would endanger the stability or safety of his Unit.

5.2 Common Facility Easements in Favor of the Association: The Common Facilities and Controlled Facilities shall be and are hereby made subject to an easement in favor of the Association and the agents, employees and independent contractors thereof for the

purpose of the inspection, upkeep, maintenance, repair and replacement.

ARTICLE VI AMENDMENT OF DECLARATION

6.1 Amendment Generally: This Declaration may be amended only in accordance with the procedures specified in Section 5219 of the Act, the other sections of the Act referred to in Section 5219 thereof and the express provisions of this Declaration. Except as set forth in Section 5219(2) and (3) of the Act and Article III hereof, no amendment of this Declaration may be made without the prior written approval of sixty-seven (67%) of the Unit Owners if and to the extent that any such amendment would add or amend any material provisions of the Declaration.

6.2 Rights of Declarant: No change, modification or amendment which affects the rights, privileges or obligations of the Declarant shall be effective without the prior written consent of the Declarant.

6.3 Other Amendments: If any amendment is necessary in the judgment of the Executive Board to cure any ambiguity or to correct or supplement any provision of this Declaration or the Plans which is defective or inconsistent with any other provision hereof or thereof or with the Act, or to change, correct or supplement anything appearing or failing to appear in the Plans which is incorrect, defective or similarly inconsistent, or if such amendment is necessary to conform to the then current requirements of the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, or similar organizations, with respect to planned community projects, the Executive Board may, at any time and from time to time effect such amendment without the approval of the Unit Owners upon receipt by the Executive Board of an opinion from independent legal counsel to the effect that the proposed amendment is permitted by the terms of this sentence. Each such amendment shall be effective upon the recording of an appropriate instrument setting forth the amendment and its due execution and acknowledgement by one or more officers of the Board.

6.4 Termination: Subject to the limitations imposed by Section 5220 of the Act, termination of the Planned Community requires the unanimous prior written approval of all Unit Owners, provided, however, in the event of substantial destruction or substantial taking by eminent domain of the Property then the Planned Community may be terminated with agreement of Unit Owners of Units which have at least eighty (80%) percent of the votes in the Association.

ARTICLE VII ARCHITECTURAL CONTROL

7.1 Architectural Control Committee: The Declarant shall initially appoint an Architectural Control Committee and shall fill any vacancies in said committee. After the Declarant has conveyed all of the units in STEARNS CROSSING, then the STEARNS CROSSING HOMEOWNERS ASSOCIATION, INC. shall thereafter appoint the Architectural Control Committee.

7.2 Exterior Changes After Occupancy: After the initial occupancy of any dwelling house located on a Unit, any erection of a structure (including but not limited to fences, walls

and mailboxes), any addition or alteration to the exterior of a structure, or any change in the existing color or finish of any exterior surface of any building on a Unit shall not be done until plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing by the Executive Board of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Executive Board as to harmony of external design, colors and location in relation to surrounding structures, and finished ground elevation topography. In the event said Executive Board, or its designated committee, fails to approve or disapprove such change, design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will be deemed to have been given.

ARTICLE VIII PROTECTIVE COVENANTS

8.1. Each Lot shall be used for residential purposes only, and only one (1) single family residential dwelling may be erected or maintained on each Lot. As part of each single family residential dwelling constructed on a Lot, an integral or attached garage for at least two (2) automobiles but for not more than four (4) automobiles must be erected. Separate apartments within the residential structure are prohibited. Other outbuildings or appurtenances, if any, may be erected or placed on the Lot only if approved by Architectural Control Committee. No residential dwelling shall be rented for a period of less than six (6) months.

8.2. Home occupations and professional offices may be conducted or maintained on the premises provided that (a) there is no client contact on the site, (b) there are no deliveries to the site, and (c) it is approved by Architectural Control Committee.

8.3. No mobile home, shack, or other temporary structure shall be kept, maintained or allowed on the premises.

8.4. No motor homes, campers, boats, trucks in excess of 8,000 pounds (gross vehicle weight), or recreational vehicles and no abandoned, unlicensed or inoperable vehicles may be kept or stored on the premises except in a garage.

8.5. No animals, livestock, horses, or poultry, of any kind shall be raised, bred or kept on the premises except that dogs, cats or other household pets may be kept, provided they are not kept, bred, or maintained for any commercial purpose, and provided that there shall be kept on the premises no more than two (2) dogs and/or cats. No dog houses or kennels may be erected on the premises.

8.6. No above ground swimming pool may be constructed on any Lot.

8.7. No satellite dish or other antenna may be placed on any structure or on any portion of the land of the Lot without the prior approval of Architectural Control Committee; screening design plans must be approved by Architectural Control Committee. No satellite dish or other antenna may be fastened to the chimney.

8.8. No manufactured home, trailers, double-wide homes, mobile homes or modular homes of any type may be brought onto, affixed to, or constructed upon a Lot.

8.9. All buildings on a corner Lot must have the same materials on the sides of the building facing both streets, or an alternate material approved by the Architectural Control Committee.

8.10. Exposed foundations on all buildings must be concealed by stucco or a suitable building material; no exposed block foundations are permitted.

8.11. The exterior of all chimney stacks must be covered with exterior insulated finishing system (eifs; e.g. drivit). stucco, brick or stone: vinyl covering is not permitted.

8.12. No storage buildings, gazebos, greenhouses, playhouses or other structures other than the main dwelling may be permitted, unless approved by Architectural Control Committee. All mailboxes must follow the conformity established or approved by the Architectural Control Committee.

8.13. An outside electric eye pole light must be installed on each Lot prior to the completion of the dwelling unit and must be maintained thereafter. The pole light must be placed within five (5) feet of the walkway leading to the house from the walkway running parallel to the street or from the driveway; it must be lighted at all times, from sundown to sunup; it must be regulated by an automatic day and night photocell wired directly to the circuit panel; and it must have at least a sixty (60) watt bulb. No in-line switches are permitted to control the outside electric eye pole light.

8.14. No fences shall be permitted unless approved by Architectural Control Committee. The procedure for approval of the design and location of the fence shall be in accordance with the Fence Policy attached hereto as Exhibit "C" and Articles 8.22 and 8.23, below.

8.15. All trash, garbage and refuse shall be stored in covered metal or plastic underground receptacles, or otherwise concealed from view by an enclosure or screening approved by Architectural Control Committee.

8.16. No sign of any kind shall be displayed to the public view on any Lot except when the house or Lot is for sale; in which case, one sign having an area of not more than five (5) square feet advertising the property for sale may be displayed. The foregoing notwithstanding, Declarant may allow signs which exceed the size set forth in this paragraph for (1) advertisement of the subdivision during development, and (2) gateway or subdivision name signs, whether temporary or permanent.

8.17. Each Unit Owner must provide a paved driveway for off the street parking, for at least four (4) vehicles (excluding garage spaces). All driveways must be paved with either concrete, asphalt or utilize brick pavers.

8.18. The minimum required front yard setback is thirty (30') feet from the front property line. Unit Owners are encouraged to set their home back forty (40') feet if possible. Exceptions may be granted by the Architectural Control Committee. It is strongly encouraged that side entry garages be used and that garages be set back beyond the front wall line of the house so that garage doors do not dominate the streetscape.

8.19. Each building shall be provided with gutters and down spouts and all roof water shall drain to underground sumps or alternative techniques. When the dwelling is of contemporary design, gutters and down spouts may be omitted so long as the roof overhang is provided with a crushed stone sump of at least two (2) feet in depth and one (1) foot in width which shall run the entire length of the overhang.

8.20. No building shall be erected, altered or placed upon any Lot and there shall be no landscaping or grading of any Lot, or any removal of trees until:

- (a) The identity of the proposed builder has been submitted to the Declarant and the Declarant shall have approved the identity of the proposed builder.

- (b) A complete set of plans and specifications and a site plan shall have been furnished to Declarant and Architectural Control Committee at least thirty (30) days prior to construction and the plans and specifications have been approved in writing by the Architectural Control Committee.

All submissions of plans for construction, proposed grading, and tree removals must be in duplicate, one (1) copy of which shall be retained by Architectural Control Committee.

After receipt of the identity of the proposed builder, Declarant shall approve or disapprove the same within fifteen (15) days.

After receipt of the proposed plans and specifications Architectural Control Committee shall approve or disapprove the same within fifteen (15) days.

Architectural Control Committee may approve in part and disapprove in part, or otherwise qualify such approval, and may take into consideration aesthetic or other considerations or reasons as Architectural Control Committee shall deem suitable.

Unit owner further agrees that no change shall be made in the identity of the builder without the written approval of Declarant first had and obtained. Declarant reserves the right to approve or disapprove of any builder of a dwelling or improvement within STEARNS CROSSING

Unit owner further agrees that no change shall be made in the approved plans and specifications without the written approval of Architectural Control Committee first had and obtained

The Architectural Control Committee shall create a list of minimum building specifications. All builders and Owners shall comply with the specifications.

8.21. All site plans shall show the following:

- (a) Subdivision name, Uniform Parcel Identifier Number, Lot number, street address, and abutting Lot numbers.
- (b) Name, address phone number, and e-mail of person or firm preparing the site plan.
- (c) Zoning district.
- (d) Total size of the Lot.
- (e) The proposed use(s) of the Lot.
- (f) The total tract boundary with distances drawn to the nearest foot, including any street rights-of-way when applicable
- (g) All stream, flood plains and wetland boundaries, if applicable, and slopes of twenty-five percent (25%) or more.
- (h) Location and area of all existing and proposed primary and accessory structures, including exterior dimensions.
- (i) North arrow and scale.
- (j) Date of plan, and date of any and all revisions made to the plan after the

original date of submission

- (k) Cartways and names of abutting streets.
- (l) Lot boundary bearings and distances, and property corners.
- (m) Building setback lines per the subdivision record plan. Location of the front, side, and rear yard setback areas as required by the applicable zoning district.
- (n) Easements.
- (o) Utilities above and below ground and all appurtenances such as valves, clean outs, etc. All existing and proposed utility poles, drainage facilities, and walkways.
- (p) Existing topography at two foot (2') even contours with existing spot elevations on flat grades if needed to define drainage patterns. Topographic contour lines drawn at vertical intervals of two (2) feet for land with average undisturbed slopes of ten percent (10%) or less and at intervals of five (5) feet for land with average slopes exceeding ten percent (10%) including the source of topographic data; or two perpendicular cross sections through the entire property, showing existing and proposed grades and the floor elevations of any proposed structures.
- (q) Proposed topography at two foot (2') even contours.
- (r) Accurate depiction of all floors of the house plan, showing door and window openings, and indicating garage, porch, deck, gazebo, pool or other separate use areas or structures.
- (s) Square footage of finished living space
- (t) Cross section through the structure and the total height of all proposed structures, in accordance with College Township definition of "height", Section 200-7, and as amended.
- (u) Underground roof drain sump or alternative locations shall be shown or noted. All sumps shall have a minimum four inch (4") overflow pipe to daylight.
- (v) Finished floor elevations of the dwelling, porch, patio, garage or other separate use Areas. Basement and main floor level finished elevations.
- (w) Proposed limits of paved areas and labeling of use. Location of existing or proposed driveways.
- (x) Height and materials of all proposed retaining walls.
- (y) Outdoor lighting not attached to the dwelling facades.
- (z) Drainage design direction arrow in swales or tightly graded areas, including as well high point drainage divide locations and elevations. When applicable, show direction and/or paths of all existing site drainage, any/all methods of erosion and sedimentation control and on-site storm

water management practices to be implemented.

- (aa) Proposed grading spot elevations necessary to define and construct accurately proposed land forms.
- (bb) Landscaping requirements contained in Article 8.22 shall be noted on the site plan.
- (cc) Finished floor elevations of the dwelling, porch, patio, garage or other separate use Areas. Basement and main floor level finished elevations.
- (dd) Spot elevations shall indicate top and bottom of embankments, swales, and micro grading. Water shall drain away from the dwelling on all sides for a minimum distance of ten feet (10'). Grass swales at a minimum two percent (2%) slope shall drain water from around the house. Unless clearly impractical without drastic or unattractive grading, drainage swales shall not direct water onto an adjacent Lot but shall direct it to the street or recorded subdivision drainage easement. Elevations and cross sections of structures, and details of all grading elements such as berms, earth mounds, and retaining walls.
- (ee) All driveways and parking shall be a minimum of two feet (2') from side or rear Lot lines or a greater distance if required by College Township.
- (ff) Percentage of impervious coverage on the Lot after all proposed improvements.

Architectural Control Committee shall have the right to approve or disapprove any such plans or specifications, all grading, landscaping, and all tree removal, and Architectural Control Committee shall have the right to require whatever screening it deems suitable. Declarant shall have the right to approve or disapprove the identity of a builder.

Each Unit Owner acknowledges and agrees that any construction, improvement or movement of soil on a Lot is under and subject to the restriction and regulation of the Soil Conservation District, and each Unit Owner shall be responsible for constructing and maintaining erosion and sedimentation controls in accordance with the approved plans, and each Unit Owner hereby indemnifies and saves harmless Declarant and the Architectural Control Committee, and their successors and assigns, from any loss, damage or claim that Unit Owner may have or incur as a result of the Unit Owner's failure to construct and maintain proper erosion and sedimentation controls.

8.22. At least thirty (30) days prior to occupancy of the dwelling, a landscaping plan shall first have been furnished to Architectural Control Committee, and such plans shall have been approved in writing by Architectural Control Committee. Each Unit Owner further agrees that no change shall be made in said approved landscaping plan without first obtaining the written approval of Architectural Control Committee. The amount allocated to landscaping (including fine grading and grass seeding) shall be no less than ten (10%) percent of the purchase price of the Lot. This amount must be expended within the one (1) year described in Article 8.23. All submissions of landscaping plans must be in duplicate, one copy of which shall be retained by Architectural Control Committee. After receipt of the landscaping plan, Architectural Control Committee shall approve or disapprove the same within fifteen (15) days. Architectural Control Committee may approve in part and disapprove in part, or otherwise qualify such approval, and may take into consideration aesthetic or other considerations or reasons as Architectural Control Committee shall deem suitable.

8.23. The building and landscaping of any dwelling, garage and driveway must be completed within eighteen (18) months from the start thereof, or else there shall be assessed against the Unit Owner liquidated damages in the amount of Fifty (\$50.00) Dollars per day for that time beyond the foregoing eighteen (18) month period during which such construction or landscaping is incomplete. The eighteen (18) month time period may be extended by the Architectural Control Committee.

8.24. In Phases I, II, and III, minimum finished square footage of living space above grade of all dwellings, excluding basements and garages, must be at least three thousand (3,000) square feet, subject to Declarant's exclusive right to waive this provision as, in Declarant's judgment, is required by special circumstances, and such decision of waiver shall be final.

8.25. In Phases I, II, and III, each dwelling built on a Lot shall have a cost, at the time of construction, of no less than Three Hundred Thousand (\$300,000.00) Dollars (exclusive of Lot purchase); said amount to be increased annually in accordance with the Consumer Price Index in effect on the date of this Declaration.

8.26. Neither Declarant, nor Architectural Control Committee, nor its successors or assigns, shall be liable in damages to anyone submitting any plans or request for approval, or to any Unit Owner affected by these Covenants by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any such plans or request. Every Unit Owner who submits any plans or request to Architectural Control Committee for approval agrees, by submission thereof and every Unit Owner agrees, by acquiring title thereto, that he will not bring any such action or suit to recover any such damages.

8.27. Declarant and Architectural Control Committee each shall have the express power and the right to enjoin the construction of any structure or other improvement and the removal of any trees and to order the removal of any structure or improvement on any Lot where approval for the said construction, tree removal, or other improvement shall not have been obtained in strict compliance with the provisions of Articles 8.22 and 8.23, and to take such other remedies as are available to Declarant or Architectural Control committee in law or equity.

8.28. Each Unit Owner shall refrain from interference with natural and developed drainage courses and swales.

8.29. At no time shall any Lot be stripped of its top soil, except to the extent necessary for approved construction, nor be stripped of its trees, or allowed to go to waste, or be neglected, excavated, or have refuse or trash thrown, placed, or dumped upon it, and Declarant and Declarant's and their contractors' machinery shall have the right to enter upon any Lot for the purpose of removing trash, mowing, cutting, clearing or pruning the Lot of any Unit Owner permits the same to become unsightly or if the same detracts from the overall beauty, selling and safety of the STEARNS CROSSING. In the event that Declarant or their contractor removes trash, mows, cuts, clears or prunes, then the expense of the same may be recovered from Unit Owner.

8.30. From the time of purchase, Unit Owner shall be responsible for weed control and shall allow no unsightly growth to occur and shall comply with the ordinances of College Township.

8.31. Each Unit Owner agrees that within three (3) years of Closing on a Lot, or upon occupancy of the house, whichever first occurs, or sooner if required by College Township, the Unit Owner shall cause to be constructed five (5) foot wide concrete sidewalks as may be required by College Township. In the event that the Unit Owner does not construct the sidewalk as required, Declarant or the Association may construct the sidewalk and put a lien against the property for the cost of construction.

ARTICLE X INDEMNIFICATION

10.1 Fiduciary Duty: In the performance of their duties, the officers and members of the Executive Board shall stand in a fiduciary relation to the Association and shall perform their duties, including duties as members of any committee of the Board upon which they may serve, in good faith, in a manner they reasonably believe to be in the best interests of the Association and with such care, including reasonable inquiry, skill and diligence, as a person of ordinary prudence would use under similar circumstances.

10.2 Good Faith Reliance: In performing his or her duties, an officer or Executive Board member shall be entitled to rely in good faith on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by any of the following:

(a) one or more other officers or employees of the Association whom the officer or Executive Board member reasonably believes to be reliable and competent in the matters presented.

(b) counsel, public accountants or other persons as to matters which the officer or Executive Board member reasonably believes to be within the professional or expert competence of such person.

(c) a committee of the Executive Board upon which he does not serve, duly designated in accordance with law, as to matters within its designated authority, which committee the officer or Executive Board member reasonably believes to merit confidence.

An officer or Executive Board member shall not be considered to be acting in good faith if he has knowledge concerning the matter in question that would cause his reliance to be unwarranted.

10.3 Limited Liability:

(a) The members of the Executive Board and officers, in their capacity as such, shall not be personally liable for monetary damages for any action taken, or any failure to take any action, unless any such person has breached or failed to perform the duties of his office under the standards described above; provided, however, that the provisions of this Section 10.3 shall not apply to the responsibility or liability of an Executive Board member or officer pursuant to any criminal statute, or to the liability of an Executive Board member or officer for the payment of taxes pursuant to local, state, or federal law.

(b) In discharging the duties of their respective positions, the Executive Board members and officers may, in considering the best interests of the Association, consider the effects of any action upon employees and upon suppliers of the Association and upon communities in which the Planned Community is located, and all other pertinent factors. The consideration of those factors shall not constitute a violation of the standards described above.

(c) Absent breach of fiduciary duty, lack of good faith or self-dealing, actions taken as an Executive Board member or officer or any failure to take any action shall be presumed to be in the best interests of the Association.

(d) To the extent permissible under Pennsylvania law, expenses incurred by an Executive Board member or officer in defending a civil or criminal action, suit or proceeding shall be paid by the Association in advance of the final disposition of such action, suit or proceeding upon the request of the Executive Board member or officer, after the Association has received an undertaking by or on behalf of such person to repay such amount if it shall

ultimately be determined that he is not entitled to be indemnified by the Association.

(e) To the extent permitted under Pennsylvania law, each member of the Executive Board, in his capacity as an Executive Board member, officer or both, shall be indemnified by the Association against all expenses and liabilities, including reasonable attorneys' fees, reasonably incurred by or imposed upon him in connection with any proceeding in which he may become involved by reason of his having been a member and/or officer of the Executive Board, or any settlement of any such proceeding, whether or not he is an Executive Board member, officer or both at the time such expenses are incurred, except in such cases wherein such Executive Board member and/or officer is adjudged guilty of breach of the standards of conduct described above; provided that, in the event of a settlement, this indemnification shall apply only if and when the Executive Board (with the affected member abstaining if he is then an Executive Board member) approves such settlement and reimbursement as being in the best interest of the Association; and provided further that, indemnification hereunder with respect to any criminal action or proceeding is permitted only if such Executive Board member and/or officer had no reasonable cause to believe his conduct was unlawful. The indemnification by the Unit Owners set forth in this subparagraph (e) shall be paid by the Association on behalf of the Unit Owners and shall constitute a Common Expense and shall be assessed and collectible as such. Such right of indemnification shall not be deemed exclusive of any other rights to which such Executive Board member and/or officer may be entitled as a matter of law or agreement or by vote of the Unit Owners or otherwise.

(f) The Executive Board may obtain insurance to satisfy the indemnification obligation of the Association and all Unit Owners set forth in subparagraph (e) above, if and to the extent available.

ARTICLE XI BUDGETS, COMMON EXPENSES, ASSESSMENTS AND ENFORCEMENT

11.1 **Annual Payments:** All regular Common Expense assessments made in order to meet the requirements of the Association's annual budget shall be deemed to be adopted and assessed on an annual basis and shall be due and payable in advance, on the first day of each year. Special assessments shall be due and payable in one or more payments, as determined by the Executive Board. Upon the sale of the first Unit in each phase of the development project, all Units within that phase, including Units owned by the Declarant, will be assessed a Common Expense Assessment. This initial assessment shall be pro-rated by the number of months remaining in the year. No assessment shall be made or levied upon Units in future phases until a Unit is sold or conveyed to a party other than the Declarant or Successor Declarant.

11.2 **Fee and Charges: Liens:** The Board may impose any fees, charges, late charges, fines and interest which may be levied by the Executive Board pursuant to Section 5302(a)(10), (11) and (12). The Association has a lien on a Unit for any assessment levied against that Unit or fines imposed against the Unit Owner from the time the assessment or fine becomes due. Foreclosure, perfection and priority of the lien shall be in accordance with Section 5315 of the Act.

11.3 **Reserve:** Each annual budget for Common Facilities shall include an amount reasonably considered by the Executive Board to be sufficient as a reserve for replacements and contingencies. To initiate such reserve, Declarant shall collect from each Unit Owner at the time of purchase of the Unit, an initiation fee of One Hundred and 00/100 (\$100.00) Dollars.

11.4 **Accounting:** On or before the first day of January of each calendar year commencing 2004, the Executive Board shall supply to all Unit Owners an itemized accounting of the Common Expenses for the preceding calendar year actually incurred and paid together with a tabulation of the amounts collected pursuant to the annual budget or assessments and

leases and sales of, property owned or managed by the Executive Board on behalf of the Association, and showing the net excess or deficit of income over expenditures plus reserves.

11.5 Special Assessments: If any annual budget proves inadequate for any reason including nonpayment of any Unit Owner's assessments, or any nonrecurring Common Expense or any Common Expense not set forth in the annual budget as adopted, the Executive Board may at any time levy a further assessment, which shall be assessed to the Unit Owners according to each Unit Owner's Allocated Interest in the Common Facilities. Such further assessment shall be payable in one or more monthly payments during such period of time as the Board may determine. The Executive Board shall serve notice of such further assessment on all Unit Owners by a statement in writing giving the amount and reasons therefore, and such further assessment shall become effective and shall be payable at such time or times as determined by the Executive Board.

11.6 Interest and Charges: All sums assessed by the Executive Board against any Unit Owner as a regular or special assessment shall bear interest thereon at the then maximum legal rate provided by the Act from the fifth (5th) day following default in payment of any installment when due. Any delinquent Unit Owner shall also be obligated to pay (i) all expenses of the Board, including reasonable attorneys' fees, incurred in the collection of the delinquent assessment by legal proceedings or otherwise, and (ii) any amounts paid by the Board for taxes or on account of superior liens or otherwise to protect its lien, which expenses and amounts together with accrued interest and late charges, shall be deemed to constitute part of the delinquent assessment and shall be collectible as such subject to Article 11.2 above.

11.7 Surplus: Any amounts accumulated from assessments for Common Expenses and income from the operation of the Common Facilities to which such Common Expenses pertain in excess of the amount required for actual Common Expenses and reserves for future Common Expenses shall be credited to each Unit Owner in accordance with Allocated Interests, said credits to be applied to the next assessment of Common Expenses due from said Unit Owners under the current fiscal year's budget, and thereafter, until exhausted.

ARTICLE XII ALIENATION

12.1 Restrictions on Transfer: There are no restrictions on the subsequent transfer of a Unit except that such transfer is subject to the terms, conditions, provisions and requirements of this Declaration.

ARTICLE XIII INSURANCE; CONDEMNATION

13.1 Generally: The Executive Board, to the extent reasonably available, shall acquire and pay for insurance to be written by insurers licensed in Pennsylvania and having a Best's Insurance Rating of "B" general policyholder's rating and III financial size category or an "A" general policyholder's rating, or their equivalent if such rating is no longer available in the amounts as required by the Act in addition to and subject to the following:

(a) *Board's Discretion.* Such insurance as the Executive Board deems advisable in the operation, and for the protection of the Common Facilities.

(b) *Release.* Each unit owner and the executive board hereby waives and releases any and all claims which he or it may have against any other unit owner, the association, the executive board and members thereof, the Declarant and their respective employees and agents, for damage to the common or controlled facilities and the units, or to any personal property located in the units and the common facilities or controlled facilities, caused by fire or other casualty or any act or omission of any such party to the extent that such

damage is covered by fire or other form of hazard insurance.

(c) *Contribution.* If the act or omission of a Unit Owner or of a member or his family, a household pet, guest, occupant or visitor of such Unit Owner, shall cause damage to the Common Facilities, or Controlled Facilities or maintenance, repairs or replacements shall be required which would otherwise be a Common Expense, then such Unit Owner shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Executive Board, to the extent such payment is not waived or released under the provisions of subparagraph "(c)" hereof.

(d) *Recovery of Proceeds.* Any release or waiver referred to in subparagraphs "(c)" and "(d)" hereof shall be valid only if such release or waiver does not affect the right of the insured under the applicable insurance policy to recover thereunder. The Unit Owners and the Executive Board, with regard to the insurance carried by each of them, shall use their best efforts to see that their insurance carriers agree that such release or waiver does not affect their rights to recover.

(e) *Property and Casualty Limits.* Comprehensive general liability and property damage insurance as required by the Act shall be in such limits as the Board shall deem desirable provided that such limit shall not be less than One Million (\$1,000,000.00) Dollars per occurrence, for personal injury and/or property damage, insuring the Association, the Board members, the managing agent, if any, and their respective agents and employees, and the Unit Owners from any liability to the public or to the Unit Owners, their tenants or invitees, relating in any way to the Ownership and/or use of the Common Facilities, Controlled Facilities or any part thereof.

(f) *Forms.* The Executive Board may obtain such other forms of insurance as the Board shall elect to effect including Board members and officers liability insurance and such Worker's Compensation insurance as may be necessary to comply with applicable laws.

(g) *Fidelity Bonds.* The Executive Board may obtain a fidelity bond or bonds or insurance policy to protect against dishonest acts on the part of the Board members, officers, agents (including, agents for the management of the Property), employees, volunteers and all others who handle, or are responsible for handling funds of the Association. If obtained, such bond or bonds or insurance policy shall name the Association as an obligee or insured and shall be in the amount of one hundred fifty (150%) percent of the then current annual budget for Common Expenses or such higher amount as the Board deems appropriate provided, however, in no event in an amount less than the sum of three months' assessments on all Units plus the Association's reserve funds. Such bond or bonds or insurance policy shall contain: (1) a waiver of defense based upon the exclusion of persons who serve without compensation from the definition of "employee" or other appropriate provisions to assure coverage of such persons and (2) a provision that the Bond may not be cancelled or substantially modified without at least ten (10) days prior written notice to the Association.

(h) *Premiums.* Except as otherwise provided in this Declaration, premiums for all insurance obtained or maintained by the Board, fees and expenses of the insurance trustee, if any, and the cost of any appraisal which the Board deems advisable in connection with any insurance, shall be Common Expenses.

(i) *Attorney in Fact.* The Executive Board is hereby irrevocably appointed as attorney-in-fact for each Unit Owner and for each holder of a mortgage or other lien upon a Unit and for each Owner of any other interest in the Property for the purpose of purchasing and maintaining insurance as set forth in this Section including the collection and appropriate disposition of the proceeds thereof; the negotiation of losses and execution of releases of liability; the execution of all documents; and the performance of all other acts necessary to accomplish such purpose.

13.2 Insurance Trustee:

(a) *Names Trustee.* The Executive Board shall have the option, in its sole discretion, of naming as an insured, on behalf of the Association, an Insurance Trustee with whom the Association has entered into an insurance trust agreement. The duty of the Insurance Trustee shall be to receive, hold or otherwise properly dispose of, in accordance with Section 5312 of the Act, proceeds of insurance designated in the Insurance Trust Agreement in trust for Unit Owners and their Permitted Mortgagees as their interests may appear.

(b) *Proceeds.* The net proceeds of all property insurance policies and (subject to the provisions of Article 13.4) the net award or other net proceeds of any taking by the power of or a power in the nature of eminent domain or pursuant to a deed in lieu of condemnation, shall be paid to and distributed by the Executive Board or any Insurance Trustee as follows:

(i) in cases where the Premises are to be repaired, replaced and restored in appropriate progress payments to the contractors, material men, engineers, architects, or other persons engaged by the Executive Board who have rendered services or furnished materials for such repair and restoration, provided that appropriate waivers of mechanics or materialmen liens are first validly recorded before any work is commenced by each such person; and

(ii) in cases where there is a termination of the Planned Community, in accordance with the provisions of Section 5320 of the Act.

(c) *Application of Proceeds.* If the amount of insurance proceeds or the amount of the award or such other net proceeds shall exceed the cost of repairs and restoration in cases governed by clause (b)(i), the excess shall be applied against Common Expenses.

13.3 General Insurance Provisions:

(a) *Provisions.* All policies of insurance carried under Article 13.1 shall:

(i) provide that they shall not be canceled or modified without at least 10 days prior written notice to all whose interests are covered thereby, including, without limitation, the holders of Permitted Mortgages in the case of policies of property and fidelity insurance;

(ii) provide that the policy is primary coverage and that the coverage afforded thereby shall not be affected or diminished or result in contribution by reason of any additional insurance separately carried by any Unit Owner or by any other person or entity;

(iii) provide that the insurer shall not have the option to restore the insured premises in lieu of making a cash payment of the proceeds;

(iv) provide that each Unit Owner is an insured person under the policy with respect to liability arising out of his Ownership of an undivided interest in the Common Facilities or membership in the Association and that no act or omission by any Unit Owner, unless acting within the scope of his authority on behalf of the Association, will void the policy or be a condition of recovery under the policy.

Duplicate originals of all such insurance policies and renewals shall be delivered

by insurers (at least 30 days prior to the renewal in case of each renewal) to the Executive Board and to any Insurance Trustee.

(b) *Permissions.* No Unit Owner shall do or permit any act which would void or impair the coverage afforded by said policies or would result in an increase in the premium therefor; and any Unit Owner not complying therewith shall be liable to the Association for the amount of any such increase.

(c) *Notice of Violation.* If the insurance required by Article 13.1 of this Declaration is not maintained at any time, the Association shall promptly give each Unit Owner written notice of that fact.

13.4 Condemnation:

(a) *Disposition.* The disposition of the Allocated Interest of a Unit acquired in whole or in part by the power of or a power in the nature of eminent domain and the consequences of certain such acquisitions of part of a Unit or of part of the Common Facilities shall be as provided in Section 5107 of the Act.

(b) *Notice.* Whenever any proceedings are instituted which could result in the temporary or permanent taking, injury or destruction of all or part of the Common Facilities, by the power of or a power in the nature of eminent domain or by an action or deed in lieu of condemnation, the Executive Board and each Unit Owner shall be entitled to notice thereof and the Executive Board shall, and each Unit Owner at his expense may, participate in such proceedings. In any such proceedings, damages shall be determined for such taking, injury or destruction as a whole and not for each Unit Owner's interest therein.

ARTICLE XIV DECLARANT'S RIGHTS

14.1 Control:

(a) Not later than sixty (60) days after conveyance of twenty-five (25%) percent of the Units (in all phases which may be created, including Additional Real Estate) to Unit Owners other than Declarant, one member of the three (3) member Executive Board shall be elected by Unit Owners other than Declarant.

(b) Not later than the earlier of (i) seven (7) years after the date of the first conveyance of a unit, or (ii) sixty (60) days after seventy-five (75%) percent of the Units (in all phases) are conveyed to Unit Owners other than Declarant, all members of the Executive Board shall resign and the Unit Owners (including Declarant to the extent of Units owned by Declarant) shall elect a new three (3) member Executive Board, at least a majority of whom must be Unit Owners.

14.2 Special Declarant Rights: Anything in this Declaration or in the Bylaws to the contrary notwithstanding, Declarant reserves certain rights (collectively, the "Special Declarant Rights"), in addition to any expressly contained in the Act, as follows:

(a) Declarant reserves the unrestricted right to sell any Units which it continues to own after the recording of this Declaration.

(b) Declarant reserves the unrestricted right to complete improvements indicated on the plats and plans.

(c) Declarant reserves the unrestricted right to add Additional Real Estate pursuant to Article XV.

(d) Declarant reserves the unrestricted right to use easements through the common facilities or controlled facilities for the purpose of making improvements within the planned community or within the additional real estate.

(e) Declarant reserves the unrestricted right to appoint or remove any officer of the Association or Executive Board member during any period of Declarant control as described in Article 14.1 above.

(f) Declarant shall have the unrestricted right to maintain within the Planned Community, management offices and signs advertising sales of Units in the Planned Community.

(g) Declarant reserves the unrestricted right, as it deems appropriate, to complete all improvements to the Common Facilities, if any, provided, however, that the Declarant will endeavor not to interfere with the use of any Unit in connection therewith.

(h) Declarant reserves the unrestricted right to convert any unsold Unit into two or more Units, Common Facilities, or into two or more Units and Common Facilities.

(i) Declarant reserves the unrestricted right to amend the Declaration and to change or alter the location and dimensions of Units in future phases provided that such change or alteration does not conflict with the architectural control and protective covenants set forth in Article VII and VIII hereof by the imposition of lesser standards. Declarant may increase the size of individual Units, thus decreasing the total number of Units, and Declarant may increase the minimum building size on a Unit.

14.3 **Assignment:** Any one or more of the Special Declarant Rights, as created and reserved under this Article or elsewhere received by Declarant hereunder may be assigned by Declarant to any other party in connection with any financing provided to Declarant, and such assignment shall be effective as to all persons or parties affected thereby if at such time the instrument evidencing such transfer is executed both by the transferor and the transferee of the subject Special Declarant Rights and is recorded in the Office of the Recorder of Deeds of Centre County. The holder of any mortgage obligation encumbering the Declarant's interest in the Planned Community may succeed to the Special Declarant Rights, whether or not the Declarant has assigned the Special Declarant Rights to the holder of such mortgage. No such Mortgagee shall be liable for any acts or omissions of the Declarant relating to the Special Declarant Rights and arising prior to (i) such Mortgagee exercising its rights under the preceding sentence or (ii) such Mortgagee's acceptance of a specific assignment of the Special Declarant Rights and succeeding to the Declarant's rights hereunder.

14.4 **Transfer of Declarant's Rights:** Declarant reserves the right pursuant to Section 5304 of the Act to transfer Declarant's rights

ARTICLE XV ADDITIONAL REAL ESTATE

15.1 **Reservation:** Declarant reserves the right to add real estate known as the "Additional Real Estate" to the Planned Community. The real estate which may be added in whole or in part is described in Exhibit "D" attached hereto. Declarant reserves the right to create Units and limited common elements within the Additional Real Estate. Declarant expressly reserves the right to add any or all portions of the Additional Real Estate at any time, at different times, in any order, without limitation and without any requirement that any other real estate be converted, added or withdrawn, provided, however, that the Additional Real Estate shall not exceed the area described and labeled as such on Exhibit "D." The Additional Real Estate may be added in whole or in part to the Planned Community at various and any times so long as all additions to real estate occur within seven (7) years of the recording of this

Declaration with the Recorder of Deeds of Centre County

The maximum number of units which may be created within the Additional Real Estate is 135, all of which units will be restricted exclusively to residential use with the exception of Lot numbers 273, 235, 117, 101, and 88 shown on the Preliminary Subdivision Plan and which may be conveyed by Declarant to College Township.

All Units in Additional Real Estate will be subject to the same terms and conditions of this Declaration with the exception of Articles 8.24 and 8.25 and such other amendments which may be made by the Declarant or Association in accordance with the terms of this Declaration, and excepting those lots which may be conveyed to College Township.

The voting strength in the Association and share of common expense liability in regard to each Unit in the Additional Real Estate will be calculated in accordance with this Declaration, specifically a revised Article 3.1 will be incorporated in each addition of Additional Real Estate and voting rights and common expense liability will be calculated in accordance with Article 3.4.

ARTICLE XVI REAL ESTATE TAXES

16.1 **Real Estate Taxes:** Real estate taxes are to be separately assessed to each Unit Owner for his or her Unit as provided for in Section 5105(b) of the Act. Until the Common Facilities are completed, Declarant is solely responsible for real estate taxes assessed against or allocable to the Common Facilities, if any.

ARTICLE XVII MISCELLANEOUS

17.1 **Interpretation:** The provisions of this Declaration shall be liberally construed in order to effectuate Declarant's desire to create a uniform plan for development and operation of a residential project. The headings preceding the various paragraphs of this Declaration are intended solely for the convenience of readers of this Declaration.

17.2 **Severability:** The provisions of this Declaration shall be deemed independent and severable, and the invalidity or unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision or portion thereof unless such deletion shall destroy the uniform plan for development and operation of the residential project uniform plan for development and which this Declaration is intended to create.

17.3 **Invalidity:** The invalidity of any provision of this Declaration shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration and, in such event, all other provisions of this Declaration shall continue in full force and effect as if such invalid provision had never been included herein.

17.4 **Waiver:** No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

17.5 **Gender:** The use of the masculine gender in this Declaration shall be deemed to refer to the feminine gender, and the use of the singular shall be deemed to refer to the plural and vice versa, whenever the context so requires.

17.6 **Effective Date:** This Declaration shall become effective when it together with the Plans have been recorded with the Recorder of Deeds of Centre County.

IN WITNESS WHEREOF, the Declarant has caused its name to be signed to these presents on this the 15th day of January, 2004.

STEARNS BOAL, L. P., by its general partner,
Stearns Boal, LLC

By: 
Name: Calvin E. Zimmerman
Title: Manager

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF CENTRE

} SS:

On this, the 15th day of January, 2004, before me, the undersigned officer, personally appeared Calvin E. Zimmerman, who acknowledged himself to be the Manager of Stearns Boal, LLC, general partner of Stearns Boal, L.P., and as such manager, he being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as such officer.

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

Julia Deglorini

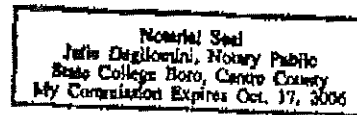


EXHIBIT "A"
LEGAL DESCRIPTION

Phase I

All that certain tract of land situated in College Township, Centre County, PA, being Phase I, as shown on a Plan entitled, "Stearns Crossing, Single Family Residential Subdivision, Final Subdivision Plan, Phase I, II and III Subdivision Panel 1", dated November 4, 2003 by PennTerra Engineering, Inc., being bounded and described as follows:

Beginning at an iron pin, being a westerly corner of lands owned now or formerly by David J. & John M. Hopkins-Trustee (Tax Parcel 19-4-36, RB 673 pg. 962), and lying in a northerly R/W line of Houserville Road (S.R. 3011, 33' R/W); thence along said R/W, along a curve to the left, having a chord bearing of N62°42'22"E, a chord distance of 9.58 feet, a radius of 14012.52 feet and an arc length of 9.58 feet to a point; thence continuing along said R/W, N62°43'33"W, 172.42 feet to a point; thence continuing along said R/W along a curve to the left, having a chord bearing of N61°35'20"W, a chord distance of 97.89 feet, a radius of 2466.70 feet and an arc length of 97.89 feet to an iron pin, lying in a northerly line of said R/W and being a southerly corner of lands owned now or formerly by Dan T. Stearns & Diane S. Karfakis (Tax Parcel 19-4-34, RB 819 pg. 439); thence along said lands N31°55'31"E, 201.14 feet to an iron pin, being an easterly corner of said lands and a southerly corner of Lands owned now or formerly by Anna H. Stearns (Tax Parcel 19-4-34A, RB 1116 pg. 852); thence along said lands, N31°59'19"E, 260.21 feet to an iron pin, being an easterly corner of said lands and a southerly corner of lands owned now or formerly by Dan W. & Anna H. Stearns (Tax Parcel 19-4-34E, DB 431 pg. 672); thence along said lands, N18°48'39"W, 362.43 feet to an iron pin, lying in an easterly line of said lands and being a southerly corner of lands owned now or formerly by Michael J. & Judith A. Hite (Tax Parcel 19-1B-90, RB 1074 pg. 945); thence along said lands and along lands owned now or formerly by Donald M. & Mary Ellen Fisher (Tax Parcel 19-1B-91 RB 938 pg. 56), N54°05'58"E, 457.11 feet to an iron pin, being an easterly corner of said Fisher lands and a southerly corner of lands owned now or formerly by Steven D. & Penni D. Fishbaine (Tax Parcel 19-1B-92, RB 793 pg. 499); thence along said lands, N78°39'49"E, 253.30 feet to an iron pin, being an easterly corner of said lands and a westerly corner of Lot No. 220; thence along said lot the following bearings and distances: S41°50'24"E, 99.17 feet to an iron pin; thence N48°09'36"E, 11.96 feet to a point, lying in a southerly line of said lot and in a northerly line of Holly Ridge Drive (50' R/W); thence traversing through said R/W and along Lot No.'s 257 and 258, S41°50'24"E, 219.59 feet to an iron pin, being a southerly corner of Lot No. 257 and an easterly corner of Lot No. 258; thence along Lot No. 258 and along Lot No.'s 259, 260 and 261, S48°09'36"W, 443.28 feet to an iron pin, being a southerly corner of Lot No. 261 and an easterly corner of Lot No. 262; thence along said lot S43°31'22"W, 202.32 feet to an iron pin, being a southerly corner of said lot and lying in a westerly line of (Future Phase) lands; thence along said lands the following bearings and distances: S26°07'22"E, 73.96 feet to a point; thence along a curve to the left, having a chord bearing of

S26°50'58"E, a chord distance of 34.66 feet, a radius of 575.00 feet and an arc length of 34.66 feet to a point; thence S28°34'35"E, 5.86 feet to a point; thence along a curve to the left, having a chord bearing of S73°34'35"E, a chord distance of 14.14 feet, a radius of 10.00 feet and an arc length of 15.71 feet to a point; thence S28°34'35"E, 88.00 feet to a point lying in a southerly line of said (Phase) lands and in a northerly line of lands owned now or formerly by Antioch International Church, Inc. (Tax Parcel 19-4-36B, RB 1438 pg. 919); thence along said lands the following bearings and distances: S61°25'25"W, 221.95 feet to an iron pin; thence N60°43'13"W, 39.71 feet to a point; thence along a curve to the left, having a chord bearing of S38°20'00"W, a chord distance of 234.31 feet, a radius of 450.00 feet and an arc length of 237.04 feet to a point; thence S23°14'36"W, 51.85 feet to a point; thence S58°06'17"E, 27.18 feet to an iron pin, lying in a westerly line of said lands and being a northerly corner of lands owned now or formerly by David J. & John M. Hopkins-Trustee (Tax Parcel 19-4-36, RB 673 pg. 962); thence along said lands S26°04'28"W, 169.54 feet to an iron pin, being the place of beginning and containing 12.277 acres.

Phase II

All that certain tract of land situated in College Township, Centre County, PA, being Phase II, as shown on a Plan entitled, "Stearns Crossing, Single Family Residential Subdivision, Final Subdivision Plan, Phase I, II, & III Subdivision, Panel 1," dated November 4, 2003 by PennTerra Engineering, Inc., being bounded and described as follows:

Beginning at an iron pin, lying in an easterly line of Phase I and lying in a northerly R/W line of Holly Ridge Drive (50' R/W); thence traversing through said R/W N41°50'24"W, 50.00 feet to a point; thence along said R/W S48°09'36"W, 11.96 feet to an iron pin; thence continuing along the Phase I lands N41°50'24"W, 99.17 feet to an iron pin, being a northerly corner of said lands and an easterly corner of lands owned now or formerly by Steven D. and Penni D. Fishbaine (Tax Parcel 19-1B-92, R.B. 793, pg. 499); thence along the Fishbaine lands N18°30'38"W, 98.92 feet to an iron pin, lying in an easterly line of said lands and being a southerly corner of Phase III; thence along the Phase III lands N48°09'36"E, passing over iron pins at 106.53 feet and 226.53 feet, for a total distance of 297.64 feet to an iron pin; thence continuing along said lands N01°38'30"E, passing over an iron pin at 75.41 feet, for a total distance of 194.50 feet to an iron pin; thence continuing along said lands N51°32'56"E, 115.50 feet to an iron pin, lying along said lands and lying in a westerly line of Holly Ridge Drive (50' R/W); thence traversing through said R/W N51°32'56"E, 50.00 feet to a point; thence along said R/W along a curve to the right, having a chord bearing of S34°35'19"E, a chord distance of 43.79 feet, a radius of 325.00 feet and an arc length of 43.82 feet to an iron pin, lying in an easterly line of said R/W and being a southerly corner of Phase III; thence continuing along said lands N58°30'10"E, 191.38 feet to an iron pin, being an easterly corner of said lands and lying in a westerly line of lands owned now or formerly by Dr. Gerald F. and Susan W. Clair (Tax Parcel 19-4-12, R.B. 661, pg. 225); thence along the Clair lands S12°31'10"E, 740.06 feet to an iron pin, lying in a westerly line of said lands and being a northerly corner of lands

known as Future Phase; thence along the Future Phase lands S77°28'50"W, 371.89 feet to an iron pin; thence continuing along said lands S48°09'36"W, 120.00 feet to an iron pin, lying in a westerly line of said lands and being an easterly corner of Phase I; thence along the Phase I lands N41°50'24"W, 169.59 feet to an iron pin, being the place of beginning and containing 8.131 acres.

Phase III

All that certain tract of land situated in College Township, Centre County, PA, being Phase III, as shown on a Plan entitled, "Stearns Crossing, Single Family Residential Subdivision, Final Subdivision Plan, Phase I, II, & III Subdivision, Panel 1," dated November 4, 2003 by PennTerra Engineering, Inc., being bounded and described as follows:

Beginning at an iron pin, lying in a westerly line of Holly Ridge Drive (50' R/W) and being a northerly corner of Phase II; thence along said lands S51°32'56"W, 115.50 feet to an iron pin; thence continuing along said lands S01°38'30"W, passing over an iron pin at 119.09 feet, for a total distance of 194.50 feet to an iron pin; thence continuing along said lands S48°09'36"W, passing over iron pins at 71.11 feet and 191.11 feet, for a total distance of 297.64 feet to an iron pin, being a westerly corner of said lands and lying in an easterly line of lands owned now or formerly by Steven D. and Penni D. Fishbaine (Tax Parcel 19-1B-92, R.B. 793, pg. 499); thence along the Fishbaine lands, along lands owned now or formerly by, Martin R. and Lee A. McGann (Tax Parcel 19-1B-93, R.B. 777, pg. 316), lands owned now or formerly by Judith A. and James M. Rayback (Tax Parcel 19-1B-94, R.B. 964, pg. 1020), and lands owned now or formerly by John S. & Deborah C. Campbell (Tax Parcel 19-1B-100, R.B. 933, pg. 570), N18°30'38"W, 799.97 feet to an iron pin, lying in an easterly line of said lands and being a southerly corner of lands known as Future Phase; thence along the Future Phase lands N58°11'16"E, 163.86 feet to an iron pin, lying in a southerly line of said lands and in a westerly line of the Holly Ridge Drive R/W; thence traversing through said R/W N55°24'07"E, 50.56 feet to an iron pin, lying in an easterly line of said R/W and in a southerly line of the Future Phase lands; thence continuing along the Future Phase lands the following four bearings and distances: N64°23'24"E, 157.87 feet to an iron pin; thence S46°38'23"E, passing over an iron pin at 95.65 feet, for a total distance of 183.35 feet to an iron pin; thence S58°36'01"E, passing over an iron pin at 125.31 feet, for a total distance of 144.06 feet to an iron pin; thence S59°30'26"E, 125.00 feet to an iron pin; thence N77°28'50"E, 83.56 feet to an iron pin, being an easterly corner of said lands and lying in a westerly line of lands owned now or formerly by Dr. Gerald F. and Susan W. Clair (Tax Parcel 19-4-12, R.B. 861, pg. 225); thence along the Clair lands S12°31'10"E, 139.15 feet to an iron pin, lying in a westerly line of said lands and being a northerly corner of Phase II; thence along the Phase II lands S58°30'10"W, 191.38 feet to an iron pin, being a westerly corner of said lands and lying in a northerly R/W line of Holly Ridge Drive (50' R/W); thence along said R/W along a curve to the left, having a chord bearing of N34°35'19"W, a chord distance of 43.79 feet, a radius of 325.00 feet and an arc length of 43.82 feet to a point; thence traversing through said R/W S51°32'56"W, 50.00 feet to an iron pin, being the place of beginning and containing 8.456 acres.

BK1650PG0303

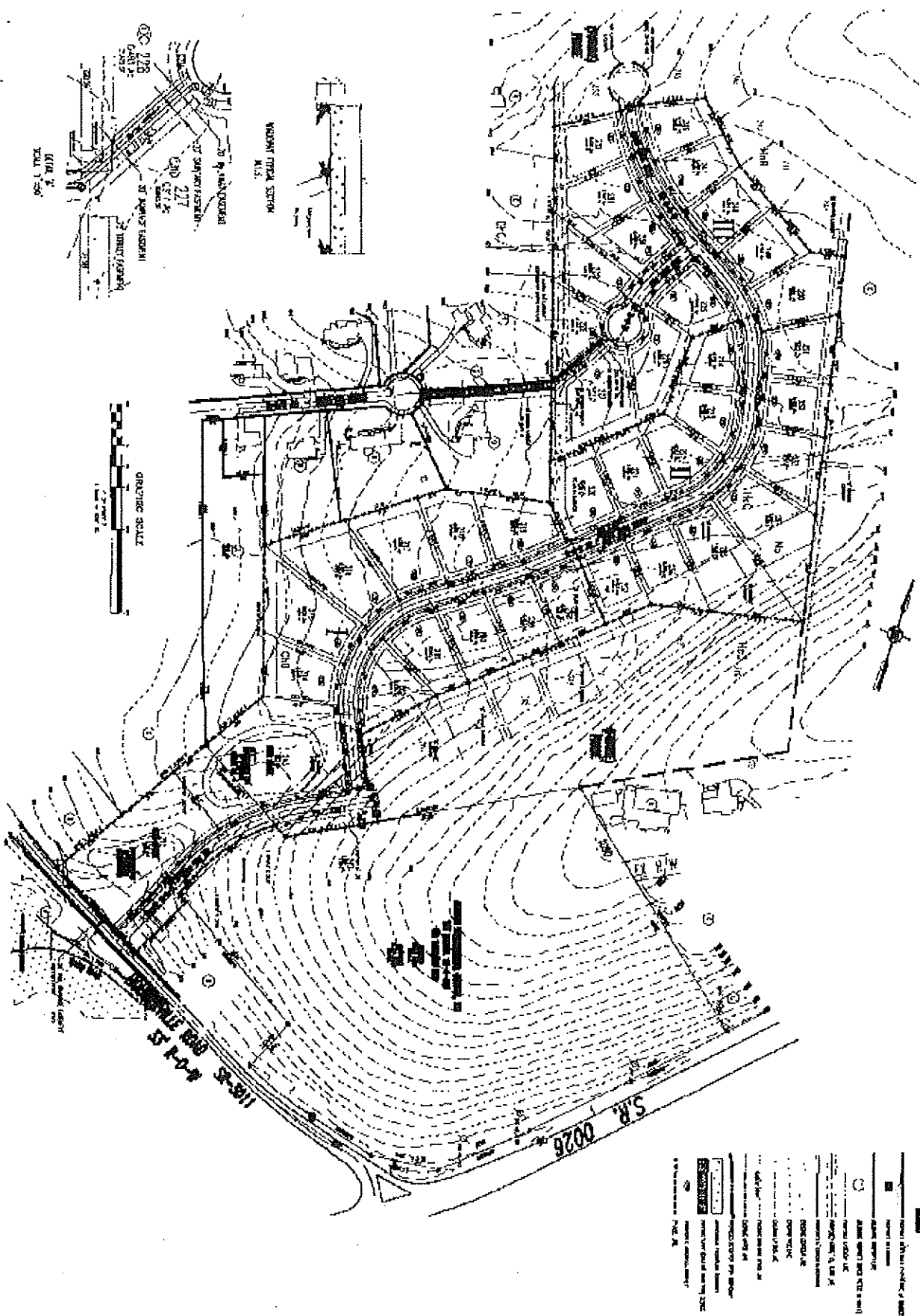
EXHIBIT "B"

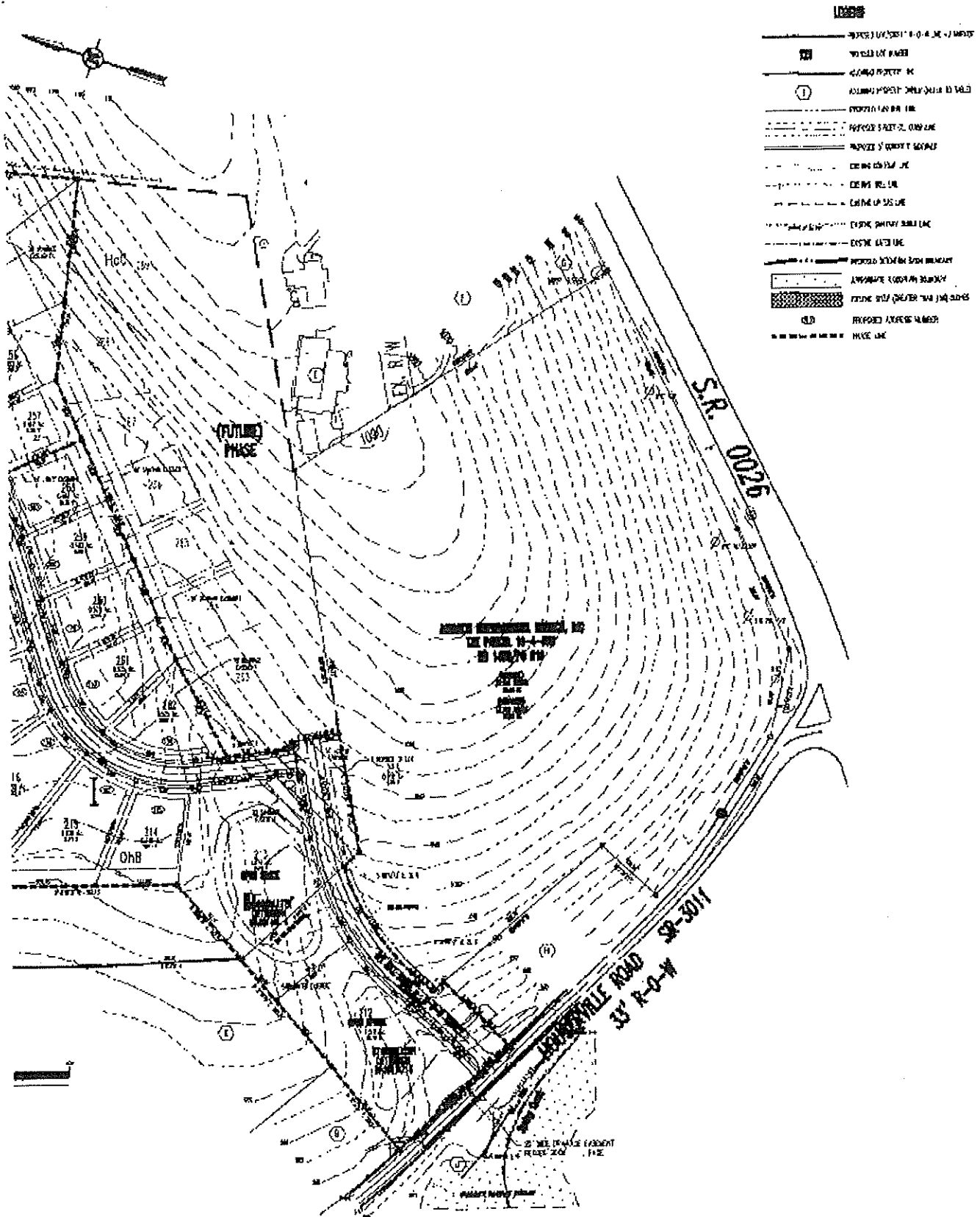
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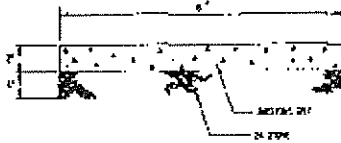
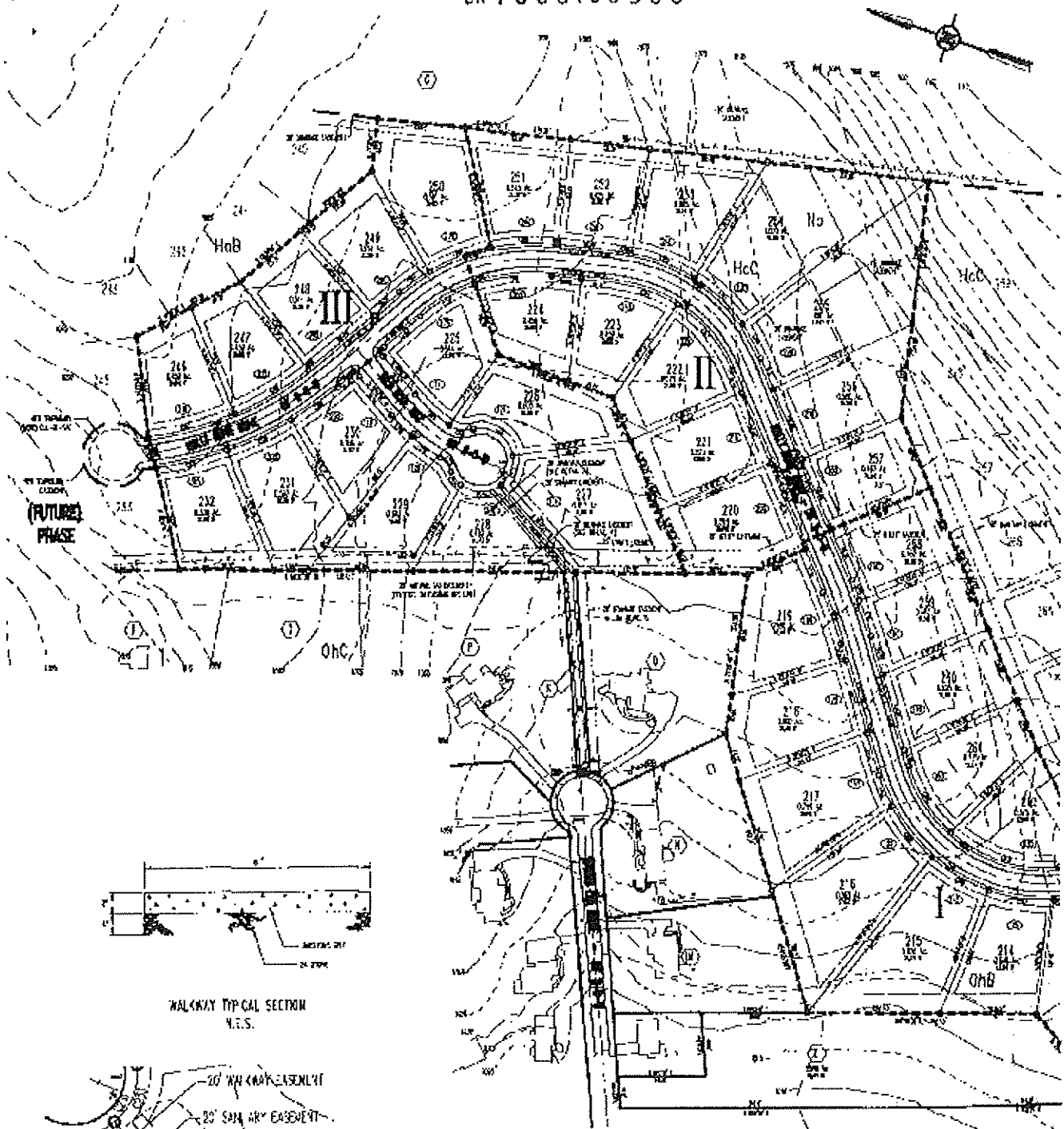
See attached 3 pages

Page 27

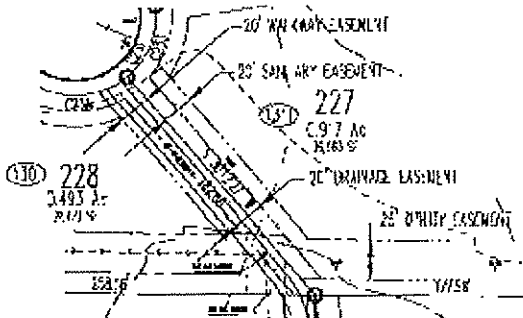
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WALKWAY TYPICAL SECTION
N.T.S.



DETAIL 'A'
SCALE: 1"=50'

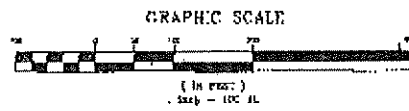


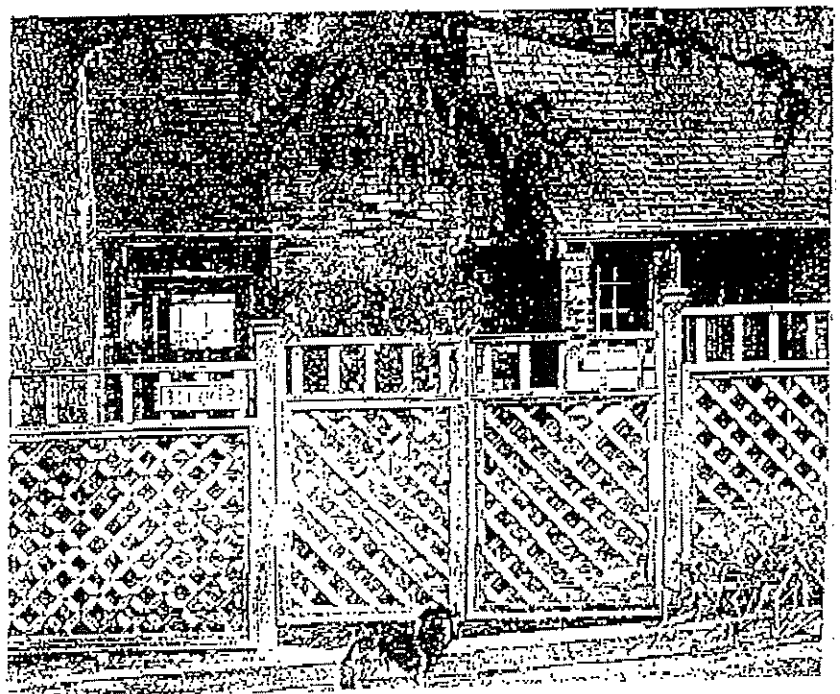
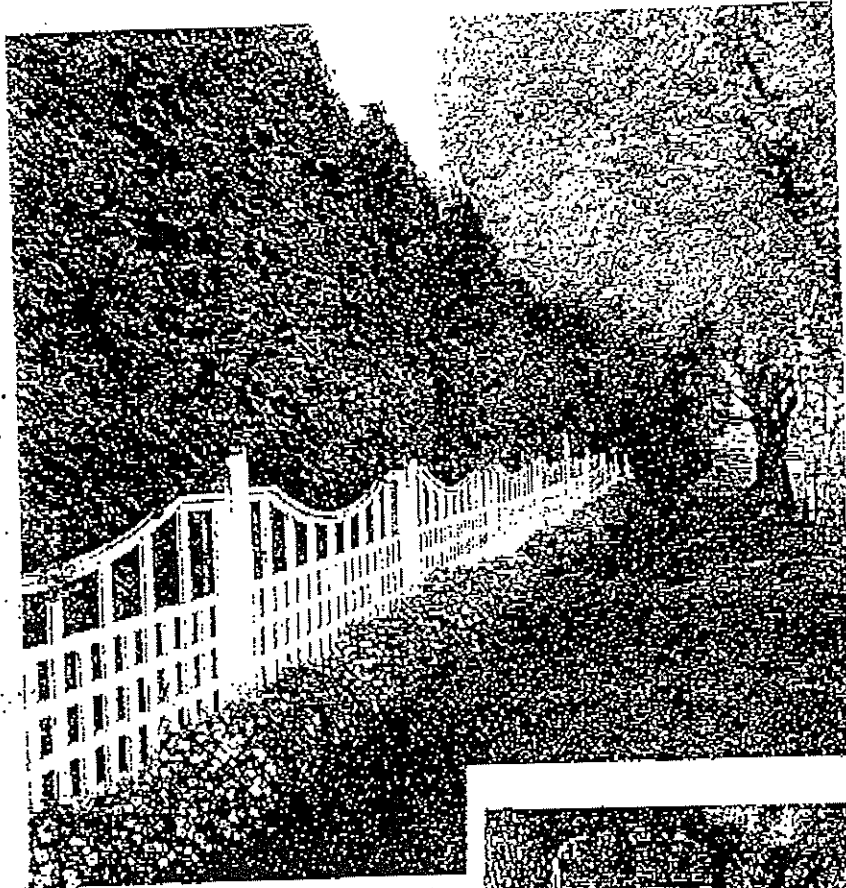
EXHIBIT "C"

FENCE POLICY

1. All fences must be located in the rear yard area of the home. No fences are permitted in the front or side yard unless they are a non-continuous decorative fence.
2. The fences must follow the side yard and rear yard setbacks specified on the attached diagram. Specifically, the minimum acceptable width between the side or rear property line and the fence must be a minimum distance of ten (10) feet.
3. Evergreen trees (i.e. Hemlock, Spruce or Pine) must be planted outside the fence at a maximum of ten (10) foot intervals. Trees are to be three (3) feet high at the time of planting.
4. Attached as Exhibits "C 1" and "C 2" are the types of fencing permitted and the general layout of the fence that will be permitted. All fences are to be wood or vinyl as approved by the Architectural Control Committee.
5. All fences are to be professionally installed and must be maintained and painted as necessary.
6. The maximum height for a fence is six feet (6'); provided that if government regulation require a higher fence for safety reasons, then the fence may be built to the required height, but no higher.
7. All fences need to be approved and reviewed by the Architectural Control Committee prior to installation.
8. No fence may be built forward of the rear wall line of the house.

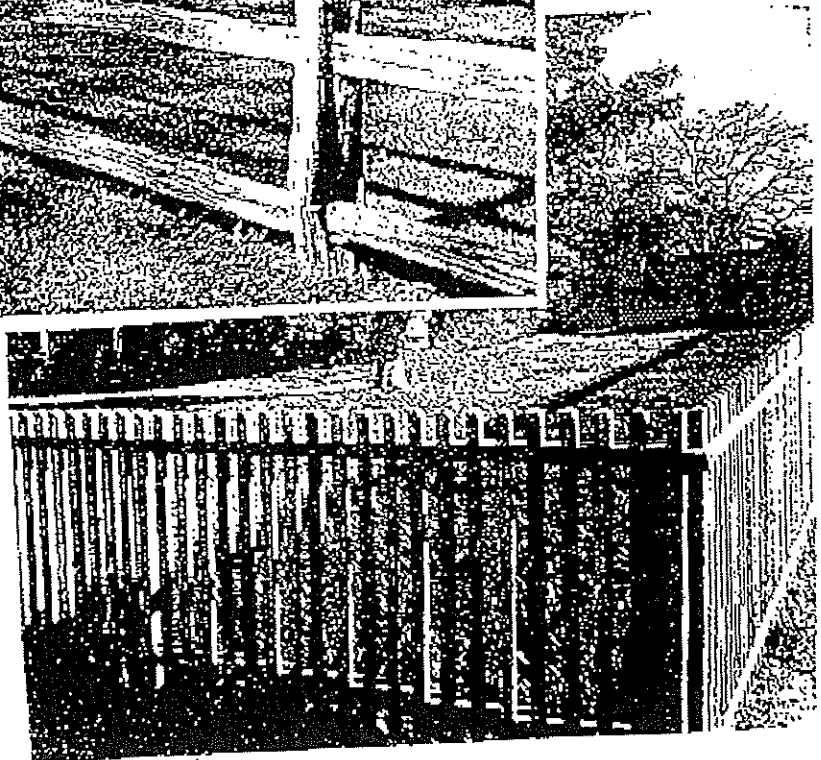
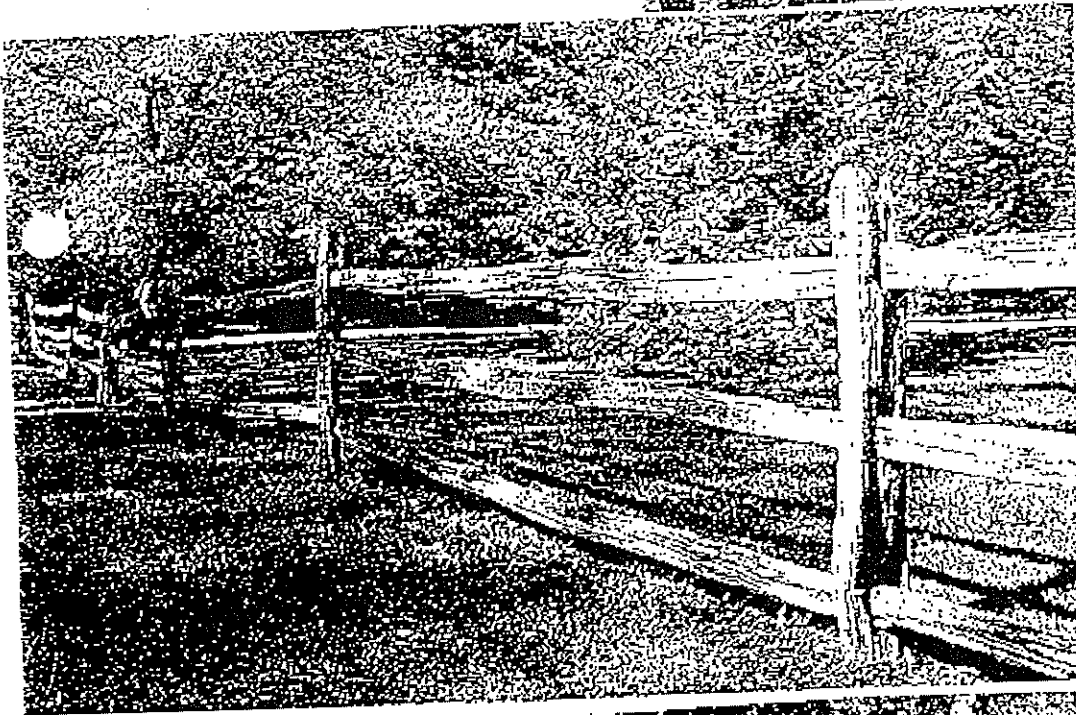
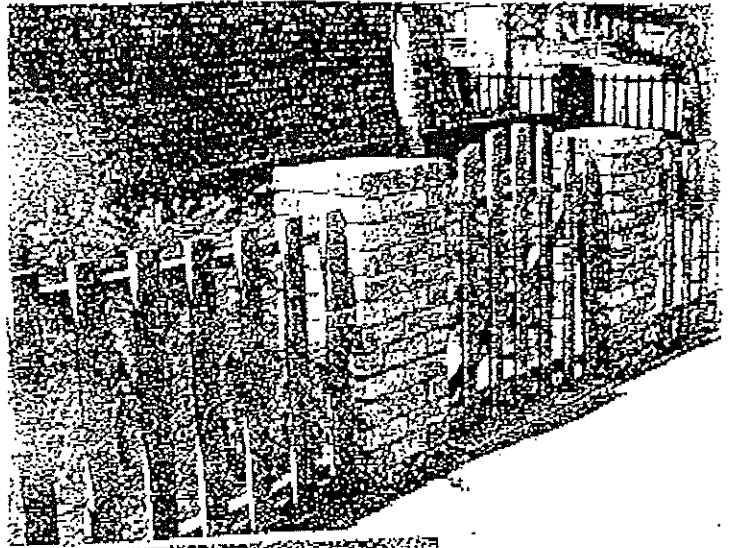
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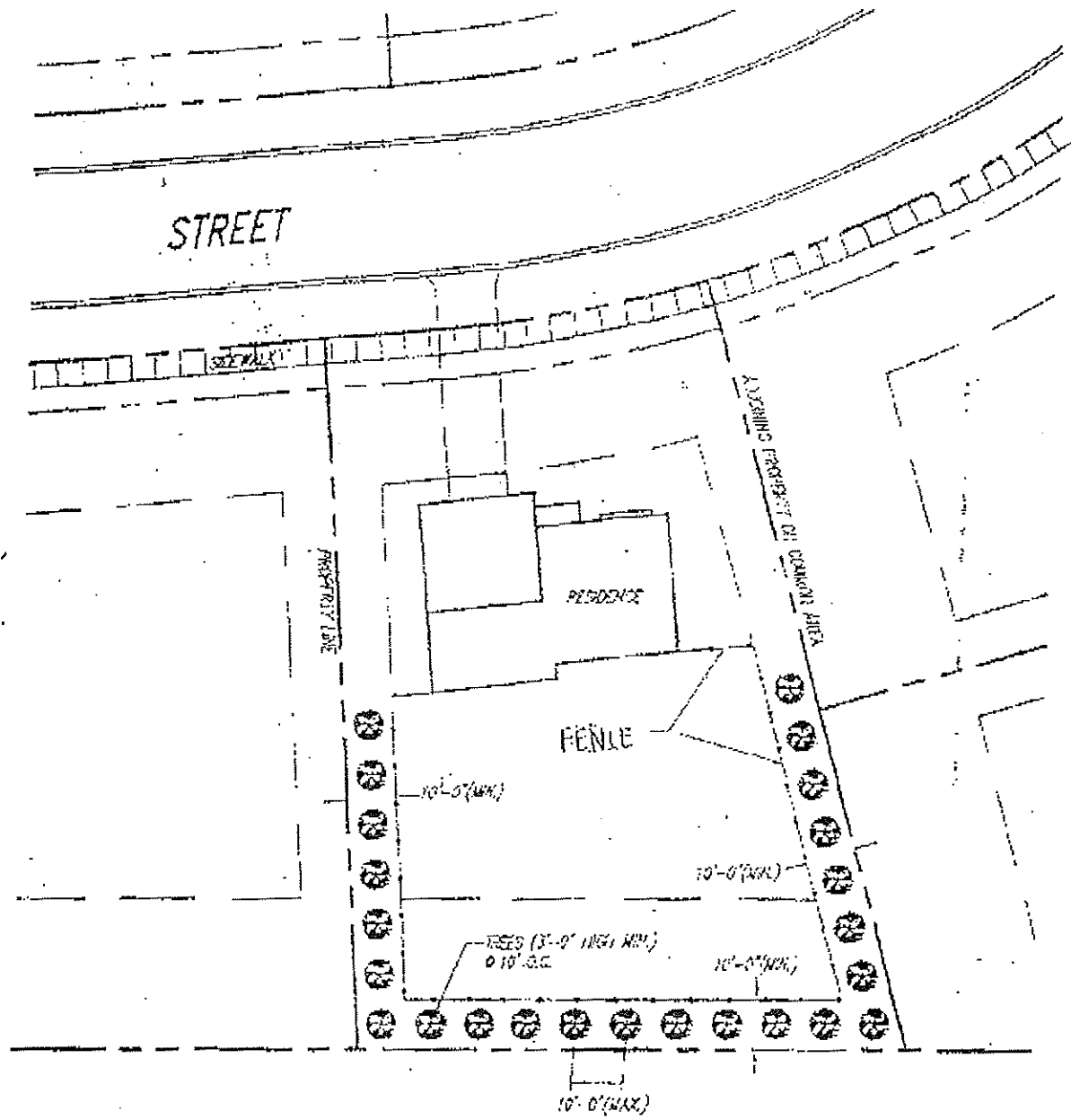
ACCEPTABLE FENCE STYLES.



BK1650PG0309

ACCEPTABLE FENCE STYLES:





Typical Fence Layout for
Stearns Crossing

EXHIBIT "D"
ADDITIONAL REAL ESTATE

ALL that certain tract of land situated in College Township, Centre County, PA, being Tax Parcel 19-4-33R, as shown on a Plan entitled, "Preliminary/ Final Replot and Resubdivision Plan, Replot Plan of Tax Parcels 19-4-33 and 19-4-34E into 19-4-33© and 19-4-34E©", dated July 21, 2003 by PennTerra Engineering, Inc., State College, PA, and recorded at Centre County Plat Book 69, Page 82, and being bounded and described as follows:

BEGINNING at an iron pin, being a northerly corner of lands owned now or formerly by Antioch International Church, Inc. (Tax Parcel 19-4-36B, R.B. 1438, pg. 919), being an easterly corner of lands owned now or formerly by Anna H. Stearns (Tax Parcel 19-4-34A, R.B. 1116, pg. 852) and being a southerly corner of lands owned now or formerly by Dan W. and Anna H. Stearns (Tax Parcel 19-4-34E, D.B. 431, pg. 672); thence along said lands N29° 52' 10"E, 182.57 feet to an iron pin; thence continuing along said lands N18° 48' 39"W, 362.43 feet to an iron pin, lying in an easterly line of said lands and being a southerly corner of lands owned now or formerly by Michael J. and Judith A. Hite (Tax Parcel 19-1B-90, R.B. 1074, pg. 945); thence along said lands and along lands owned now or formerly by Donald M. and Mary Ellen Fisher (Tax Parcel 19-1B-91, R.B. 938, pg. 56) N54° 05' 58"E, 457.11 feet to an iron pin, being an easterly corner of said lands and a southerly corner of lands owned now or formerly by Stephen D. and Penni D. Fishbaine (Tax Parcel 19-1B-92, R.B. 793, pg. 499); thence along the Fishbaine lands N78° 39' 49"E, 253.30 feet to an iron pin, being an easterly corner of said lands; thence continuing along said lands and along lands owned now or formerly by Martin R. and Lee A. McGann (Tax Parcel 19-1B-93, R.B. 777, pg. 316), lands owned now or formerly by Judith A. and James M. Rayback (Tax Parcel 19-1B-94, R.B. 964, pg. 1020), lands owned now or formerly by John S. and Deborah C. Campbell (Tax Parcel 19-1B-100, R.B. 933, pg. 570) and lands owned now or formerly by John S. and Deborah C. Campbell (Tax Parcel 19-1B-101, R.B. 1089, pg. 482) N18° 30' 38"W, 1,307.17 feet to an iron pin; thence continuing along the Campbell lands N21° 05' 43"W, 14.54 feet to an iron pin, being a northerly corner of the Campbell lands, an easterly corner of lands owned now or formerly by State College Area School District (Tax Parcel 19-4-34D, D.B. 103, pg. 808) and a southerly corner of lands owned now or formerly by Dan W. Stearns (Tax Parcel 19-4-11, R.B. 549, pg. 335); thence along the Stearns lands N66° 26' 37"E, 796.37 feet to an iron pin, being an easterly corner of said lands and lying in a westerly line of lands owned now or formerly by Dr. Gerald F. and Susan W. Clair (Tax Parcel 19-4-12, R.B. 661, pg. 225); thence along the Clair lands S12° 31' 10"E, 1,993.26 feet to an iron pin, being a southerly corner of said lands and lying in a northerly line of lands owned now or formerly by Robert T. and Elizabeth W. Gretzier (Tax Parcel 19-4A-5, R.B. 960, pg. 588); thence along the Gretzier lands and along lands owned now or formerly by Stewart J. and Rebecca M. Smith (Tax Parcel 19-4A-13, R.B. 1139, pg. 275), lands owned now or formerly by Dorsey I. Houtz (Tax Parcel 19-4A-14, R.B. 1119, pg. 322) and lands owned now or formerly by Antioch International Church, Inc. (Tax Parcel 19-4-36B, R.B. 1438, pg. 919) S81° 25'

25°W, 1,229.00 feet to an iron pin; thence continuing along the church lands N60° 43' 13"W, 292.66 feet to an iron pin, being the place of beginning, containing 43.395 acres.

EXCEPTING AND RESERVING PHASES I, II, and III as follows:

Phase I

All that certain tract of land situated in College Township, Centre County, PA, being Phase I, as shown on a Plan entitled, "Stearns Crossing, Single Family Residential Subdivision, Final Subdivision Plan, Phase I, II and III Subdivision Panel 1", dated November 4, 2003 by PennTerra Engineering, Inc., being bounded and described as follows:

Beginning at an iron pin, being a westerly corner of lands owned now or formerly by David J. & John M. Hopkins-Trustee (Tax Parcel 19-4-36, RB 673 pg. 962), and lying in a northerly R/W line of Houserville Road (S.R. 3011, 33' R/W); thence along said R/W, along a curve to the left, having a chord bearing of N62°42'22"E, a chord distance of 9.58 feet, a radius of 14012.52 feet and an arc length of 9.58 feet to a point; thence continuing along said R/W, N62°43'33"W, 172.42 feet to a point; thence continuing along said R/W along a curve to the left, having a chord bearing of N61°35'20"W, a chord distance of 97.89 feet, a radius of 2466.70 feet and an arc length of 97.90 feet to an iron pin, lying in a northerly line of said R/W and being a southerly corner of lands owned now or formerly by Dan T. Stearns & Diane S. Karfakis (Tax Parcel 19-4-34, RB 819 pg. 439); thence along said lands N31°55'31"E, 201.14 feet to an iron pin, being an easterly corner of said lands and a southerly corner of Lands owned now or formerly by Anna H. Stearns (Tax Parcel 19-4-34A, RB 1116 pg. 852); thence along said lands, N31°59'19"E, 260.21 feet to an iron pin, being an easterly corner of said lands and a southerly corner of lands owned now or formerly by Dan W. & Anna H. Stearns (Tax Parcel 19-4-34E, DB 431 pg. 672); thence along said lands, N18°48'39"W, 362.43 feet to an iron pin, lying in an easterly line of said lands and being a southerly corner of lands owned now or formerly by Michael J. & Judith A. Hite (Tax Parcel 19-1B-90, RB 1074 pg. 945); thence along said lands and along lands owned now or formerly by Donald M. & Mary Ellen Fisher (Tax Parcel 19-1B-91 RB 938 pg. 56), N54°05'58"E, 457.11 feet to an iron pin, being an easterly corner of said Fisher lands and a southerly corner of lands owned now or formerly by Steven D. & Penni D. Fishbaine (Tax Parcel 19-1B-92, RB 793 pg. 499); thence along said lands, N78°39'49"E, 253.30 feet to an iron pin, being an easterly corner of said lands and a westerly corner of Lot No. 220; thence along said lot the following bearings and distances: S41°50'24"E, 99.17 feet to an iron pin; thence N48°09'36"E, 11.96 feet to a point, lying in a southerly line of said lot and in a northerly line of Holly Ridge Drive (50' R/W); thence traversing through said R/W and along Lot No.'s 257 and 258, S41°50'24"E, 219.59 feet to an iron pin, being a southerly corner of Lot No. 257 and an easterly corner of Lot No. 258; thence along Lot No. 258 and along Lot No.'s 259, 260 and 261, S48°09'36"W, 443.28 feet to an iron pin, being a southerly corner of Lot No. 261 and an easterly corner of Lot No. 262; thence along said lot S43°31'22"W, 202.32 feet to an iron pin, being a southerly corner of said lot and lying in a westerly line of (Future Phase) lands; thence along said lands the following bearings and distances: S25°07'22"E, 73.96 feet to

a point; thence along a curve to the left, having a chord bearing of S26°50'58"E, a chord distance of 34.66 feet, a radius of 575.00 feet and an arc length of 34.66 feet to a point; thence S28°34'35"E, 5.86 feet to a point; thence along a curve to the left, having a chord bearing of S73°34'35"E, a chord distance of 14.14 feet, a radius of 10.00 feet and an arc length of 15.71 feet to a point; thence S28°34'35"E, 88.00 feet to a point lying in a southerly line of said (Phase) lands and in a northerly line of lands owned now or formerly by Antioch International Church, Inc. (Tax Parcel 19-4-36B, RB 1438 pg. 919); thence along said lands the following bearings and distances: S61°25'25"W, 221.95 feet to an iron pin; thence N60°43'13"W, 39.71 feet to a point; thence along a curve to the left, having a chord bearing of S35°20'00"W, a chord distance of 234.31 feet, a radius of 450.00 feet and an arc length of 237.04 feet to a point; thence S23°14'36"W, 51.85 feet to a point; thence S59°06'17"E, 27.18 feet to an iron pin, lying in a westerly line of said lands and being a northerly corner of lands owned now or formerly by David J. & John M. Hopkins-Trustee (Tax Parcel 19-4-36, RB 673 pg. 962); thence along said lands S26°04'28"W, 169.54 feet to an iron pin, being the place of beginning and containing 12.277 acres.

Phase II

All that certain tract of land situated in College Township, Centre County, PA, being Phase II, as shown on a Plan entitled, "Stearns Crossing, Single Family Residential Subdivision, Final Subdivision Plan, Phase I, II, & III Subdivision, Panel 1," dated November 4, 2003 by PennTerra Engineering, Inc., being bounded and described as follows:

Beginning at an iron pin, lying in an easterly line of Phase I and lying in a northerly R/W line of Holly Ridge Drive (50' R/W); thence traversing through said R/W N41°50'24"W, 50.00 feet to a point; thence along said R/W S48°09'36"W, 11.96 feet to an iron pin; thence continuing along the Phase I lands N41°50'24"W, 99.17 feet to an iron pin, being a northerly corner of said lands and an easterly corner of lands owned now or formerly by Steven D. and Penni D. Fishbaine (Tax Parcel 19-1B-92, R.B. 793, pg. 499); thence along the Fishbaine lands N18°30'38"W, 98.92 feet to an iron pin, lying in an easterly line of said lands and being a southerly corner of Phase III; thence along the Phase III lands N48°09'36"E, passing over iron pins at 106.53 feet and 226.53 feet, for a total distance of 297.64 feet to an iron pin; thence continuing along said lands N01°38'30"E, passing over an iron pin at 75.41 feet, for a total distance of 194.50 feet to an iron pin; thence continuing along said lands N51°32'56"E, 115.50 feet to an iron pin, lying along said lands and lying in a westerly line of Holly Ridge Drive (50' R/W); thence traversing through said R/W N51°32'56"E, 50.00 feet to a point; thence along said R/W along a curve to the right, having a chord bearing of S34°35'19"E, a chord distance of 43.79 feet, a radius of 325.00 feet and an arc length of 43.82 feet to an iron pin, lying in an easterly line of said R/W and being a southerly corner of Phase III; thence continuing along said lands N58°30'10"E, 191.38 feet to an iron pin, being an easterly corner of said lands and lying in a westerly line of lands owned now or formerly by Dr. Gerald F. and Susan W. Clair (Tax Parcel 19-4-12, R.B. 661, pg. 225); thence along the Clair lands S12°31'10"E, 740.06 feet to an iron pin, lying in a westerly line of said lands and being a northerly corner of lands known as Future Phase; thence along the Future Phase lands S77°28'50"W, 371.89 feet to an iron pin; thence

continuing along said lands S48°09'36"W, 120.00 feet to an iron pin, lying in a westerly line of said lands and being an easterly corner of Phase I; thence along the Phase I lands N41°50'24"W, 169.59 feet to an iron pin, being the place of beginning and containing 8.131 acres.

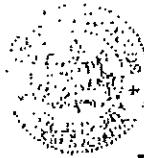
Phase III

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RECORD BK 1712 PG 0256
RECORDED ON THE INDICATED
DATE & TIME IN THE ABOVE BOOK & PAGE
INST #



000243

2004 JUL -2 P 2:54

**FIRST AMENDMENT TO
PLANNED COMMUNITY DECLARATION
for
CENTRE COUNTY RECORDER OF DEEDS
STEARNS CROSSING**

**College Township,
Centre County, Pennsylvania**

**Submitted pursuant to the provisions
of the Pennsylvania Uniform Planned Community Act,
68 Pa.S. § 5101 et seq.**

THIS FIRST AMENDMENT TO PLANNED COMMUNITY DECLARATION is made this 16th day of June, 2004 by **Stearns Boal, L.P.**, a Pennsylvania limited partnership (hereinafter referred to as "Declarant").

WHEREAS, Declarant is the developer of certain real estate located in College Township, Centre County, Pennsylvania, known as Stearns Crossing, as more particularly described in the Planned Community Declaration for Stearns Crossing dated January 15, 2004, and recorded in the office of the Recorder of Deeds of Centre County in Record Book 1650, Page 277 (hereinafter referred to as the "Original Declaration"); and

WHEREAS, the Original Declaration provides in Section 15.1 that the Declarant may add real estate, known as "Additional Real Estate", to the Planned Community; and

WHEREAS, Declarant desires to add Additional Real Estate to the Planned Community and which real estate is described in Exhibit "A" and shown on a plot plan recorded in Centre County Plat Book 71, Page 47-48, as also being subject to the covenants, restrictions, easements, charges and liens hereinafter set forth, and each and all of which is and or for the benefit of said property and each owner thereof.

NOW THEREFORE, the Declarant hereby declares that Additional Real Estate shall be added to the Planned Community of Stearns Crossing and the Planned Community Declaration for Stearns Crossing shall be amended as follows:

1. The Declarant declares that the real estate described in **Exhibit "A"** and known as **Phase IV Stearns Crossing** and as shown on a Plat Plan recorded in Centre County Plat Book 71, Page 47-48, and as attached hereto forming a part hereof and marked **Exhibit "B"**, is and shall be held, transferred, sold, conveyed and occupied subject to the terms of the Planned Community Declaration for Stearns Crossing dated January 15, 2004, and recorded in Centre County in Record Book 1650, Page 277, with the following exceptions:

A. Paragraph 3.1 shall be amended to read as follows:

3.1 **Units:** The location and dimensions of all Units comprising the Planned Community are shown on the Plans attached hereto as **Exhibit "B."** There are four planned phases for the Planned Community and Declarant is under no obligation to construct more than four (4) phases. The number of projected Units in each phase are as follows:

Phase I	11
Phase II	12
Phase III	13
Phase IV	10

Declarant reserves the right to change the total number of Units, the total number of phases, and the total number of Units per phase.

Declarant reserves the right to change or alter the location and dimensions of Units and the size of buildings or dwellings to be constructed upon a Unit in undeveloped phases provided that such change or alteration does not conflict with the architectural control and protective covenants set forth in Article VII and VIII hereof by the imposition of lesser standards. Except to the extent provided by the Declaration, each Unit Owner is responsible for the maintenance, repair and replacement of his or her Unit and improvements thereon.

B. Paragraph 1.2 shall be amended so that the following easements and licenses are added:

I. Subject to the easements, rights, conditions, and plan notes as shown on the Final Subdivision Plan for STEARNS CROSSING, Phase IV recorded in Centre County Plat Book 71, Page 47-48.

C. Paragraphs 8.24 and 8.25 shall be amended, in regard to Phase IV only, to read as follows:

8.24. In Phase IV, minimum finished square footage of living space above grade of all dwellings, excluding basements and garages, must be at least twenty-five hundred (2,500) square feet, subject to Declarant's exclusive right to waive this provision as, in Declarant's judgment, is required by special circumstances, and such decision of waiver shall be final.

8.25. In Phase IV, each dwelling built on a Lot shall have a cost, at the time of construction, of no less than Three Hundred Thousand (\$300,000) Dollars (exclusive of Lot purchase); said amount to be increased annually in accordance with the Consumer Price Index in effect on January 15, 2004.

2. In all other respects, the Planned Community Declaration for Stearns Crossing shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused this First Amendment to be executed the day and year first above written.

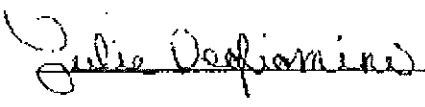
STEARNS BOAL, L. P., by its general partner,
Stearns Boal, LLC

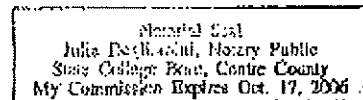
By: 
Name: Calvin E. Zimmerman
Title: Manager

COMMONWEALTH OF PENNSYLVANIA }
COUNTY OF CENTRE } SS:

On this, the 1st day of June, 2004, before me, the undersigned officer, personally appeared Calvin E. Zimmerman, who acknowledged himself to be the Manager of Stearns Boal, LLC, general partner of Stearns Boal, L.P., and as such manager, he being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as such officer.

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





Phase IV Perimeter

ALL THAT CERTAIN tract of land situated in College Township, Centre County, Pennsylvania, being Phase IV Perimeter, as shown on a Plan entitled, "Stearns Crossing, Single Family Residential Subdivision, Final Subdivision Plan, Phase IV Subdivision, Panel 1," dated April 7, 2004, by PennTerra Engineering, Inc., State College, Pennsylvania, being bounded and described as follows:

Beginning at an iron pin, lying in a northerly line of lands owned now or formerly by Antioch International Church, Inc. (Tax Parcel 19-4-36B, RB 1438 Pg. 919) and lying in a southerly line of Lot No. 273; thence traversing through said lot and Ivy Hill Drive (50'R/W), N28°34'35"W, passing over an iron pin at 38.00 feet, for a total distance of 88.00 feet to an iron pin, lying in a northerly line of said R/W and being an easterly corner of Holly Ridge Drive (50'R/W); thence along said R/W, the following bearings and distances: along a curve to the right, having a chord bearing of N73°34'35"W, a chord distance of 14.14 feet, a radius of 10.00 feet and an arc length of 15.71 feet to a point; thence N28°34'35"W, 5.86 feet to a point; thence along a curve to the right, having a chord bearing of N26°50'58"W, a chord distance of 34.66 feet, a radius of 575.00 feet and an arc length of 34.66 feet to a point; thence N25°07'22"W, 73.96 feet to an iron pin, lying in an easterly line of said R/W and being a southerly corner of Lot No. 262; thence along said lot, N43°31'22"E, 202.32 feet to an iron pin, being an easterly corner of said lot and a southerly corner of Lot No. 261; thence along said lot and along Lot No.'s 260, 259, 258 and 257, N48°09'36"E, 563.28 feet to an iron pin, being an easterly corner of Lot No. 257 and a southerly corner of Lot No. 256; thence along said lot and along Lot No. 255, N77°28'50"E, 371.89 feet to an iron pin, being an easterly corner of Lot No. 255, a southerly corner of Lot No. 254 and lying in a westerly line of lands owned now or formerly by Dr. Gerald F. and Susan W. Clair (Tax Parcel 19-4-12, RB 661 Pg. 225); thence along said lands, S12°31'10"E, passing over an iron pin at 237.77 feet, for a total distance of 313.10 feet to an iron pin, being a southerly corner of said lands and lying in a northerly line of lands owned now or formerly by Robert T. and Elizabeth W. B. Gretzier (Tax Parcel 19-4A-5, RB 960 Pg. 588); thence along said lands, lands owned now or formerly by Stewart J. and Rebecca M. Smith (Tax Parcel 19-4A-13, RB 1139 Pg. 275), lands owned now or formerly by Dorsey I. Houtz (Tax Parcel 19-4A-14, RB 1119 Pg. 322) and along lands owned now or formerly by Antioch International Church, Inc. (Tax Parcel 19-4-36B, RB 1438, Pg. 919), S61°25'25"W, 1007.05 feet to an iron pin, being the place of beginning, containing 7.936 acres.

BEING known as Centre County Uniform Parcel Identifier Tax Parcel Number

Exhibit "A"

\\A1\\mr\\DL\\SB\\Deeds\\Phase IV Description.wpd

TABLE OF DIMENSIONS

SECTION	SPAN	WIDTH	DEPTH	HEIGHT	LENGTH	AREA	VOLUME
1	100	40	10	10	100	4000	40000
2	100	40	10	10	100	4000	40000
3	100	40	10	10	100	4000	40000
4	100	40	10	10	100	4000	40000
5	100	40	10	10	100	4000	40000
6	100	40	10	10	100	4000	40000
7	100	40	10	10	100	4000	40000
8	100	40	10	10	100	4000	40000
9	100	40	10	10	100	4000	40000
10	100	40	10	10	100	4000	40000

RECORD BK 1712 PG 0256
RECORDED ON THE INDICATED
DATE & TIME IN THE ABOVE BOOK & PAGE
INST #

Kalin



000243

2004 JUL -2 P 2:54

**FIRST AMENDMENT TO
PLANNED COMMUNITY DECLARATION
for
STEARNS CROSSING**

College Township,
Centre County, Pennsylvania

Submitted pursuant to the provisions
of the Pennsylvania Uniform Planned Community Act,
68 Pa.S. § 5101 et seq.

THIS FIRST AMENDMENT TO PLANNED COMMUNITY DECLARATION is made this
16th day of June, 2004 by **Stearns Boal, L.P.**, a Pennsylvania limited partnership
(hereinafter referred to as "Declarant").

WHEREAS, Declarant is the developer of certain real estate located in
College Township, Centre County, Pennsylvania, known as Stearns Crossing, as more
particularly described in the Planned Community Declaration for Stearns Crossing dated
January 15, 2004, and recorded in the office of the Recorder of Deeds of Centre County
in Record Book 1650, Page 277 (hereinafter referred to as the "Original Declaration");
and

WHEREAS, the Original Declaration provides in Section 15.1 that the
Declarant may add real estate, known as "Additional Real Estate", to the Planned
Community; and

WHEREAS, Declarant desires to add Additional Real Estate to the Planned
Community and which real estate is described in Exhibit "A" and shown on a plot plan
recorded in Centre County Plat Book 71, Page 47-48, as also being subject to the
covenants, restrictions, easements, charges and liens hereinafter set forth, and each and
all of which is and or for the benefit of said property and each owner thereof.

NOW THEREFORE, the Declarant hereby declares that Additional Real
Estate shall be added to the Planned Community of Stearns Crossing and the Planned
Community Declaration for Stearns Crossing shall be amended as follows:

1. The Declarant declares that the real estate described in **Exhibit "A"** and
known as **Phase IV Stearns Crossing** and as shown on a Plat Plan recorded in Centre
County Plat Book 71, Page 47-48, and as attached hereto forming a part hereof and
marked **Exhibit "B"**, is and shall be held, transferred, sold, conveyed and occupied
subject to the terms of the Planned Community Declaration for Stearns Crossing dated
January 15, 2004, and recorded in Centre County in Record Book 1650, Page 277, with
the following exceptions:

A. Paragraph 3.1 shall be amended to read as follows:

3.1 **Units:** The location and dimensions of all Units comprising the Planned Community are shown on the Plans attached hereto as **Exhibit "B."** There are four planned phases for the Planned Community and Declarant is under no obligation to construct more than four (4) phases. The number of projected Units in each phase are as follows:

Phase I	11
Phase II	12
Phase III	13
Phase IV	10

Declarant reserves the right to change the total number of Units, the total number of phases, and the total number of Units per phase.

Declarant reserves the right to change or alter the location and dimensions of Units and the size of buildings or dwellings to be constructed upon a Unit in undeveloped phases provided that such change or alteration does not conflict with the architectural control and protective covenants set forth in Article VII and VIII hereof by the imposition of lesser standards. Except to the extent provided by the Declaration, each Unit Owner is responsible for the maintenance, repair and replacement of his or her Unit and improvements thereon.

B. Paragraph 1.2 shall be amended so that the following easements and licenses are added:

1. Subject to the easements, rights, conditions, and plan notes as shown on the Final Subdivision Plan for STEARNS CROSSING, Phase IV recorded in Centre County Plat Book 71, Page 47-48.

C. Paragraphs 8.24 and 8.25 shall be amended, in regard to Phase IV only, to read as follows:

8.24. In Phase IV, minimum finished square footage of living space above grade of all dwellings, excluding basements and garages, must be at least twenty-five hundred (2,500) square feet, subject to Declarant's exclusive right to waive this provision as, in Declarant's judgment, is required by special circumstances, and such decision of waiver shall be final.

8.25. In Phase IV, each dwelling built on a Lot shall have a cost, at the time of construction, of no less than Three Hundred Thousand (\$300,000) Dollars (exclusive of Lot purchase); said amount to be increased annually in accordance with the Consumer Price Index in effect on January 15, 2004.

2. In all other respects, the Planned Community Declaration for Stearns Crossing shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused this First Amendment to be executed the day and year first above written.

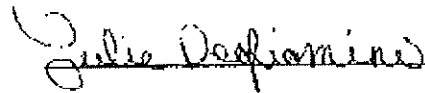
STEARNS BOAL, L. P., by its general partner,
Stearns Boal, LLC

By: 
Name: Calvin E. Zimmerman
Title: Manager

COMMONWEALTH OF PENNSYLVANIA }
COUNTY OF CENTRE } SS:

On this, the 17th day of June, 2004, before me, the undersigned officer, personally appeared Calvin E. Zimmerman, who acknowledged himself to be the Manager of Stearns Boal, LLC, general partner of Stearns Boal, L.P., and as such manager, he being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as such officer.

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



Notary Seal Julie DeGiampini, Notary Public State College Area, Centre County My Commission Expires Oct. 17, 2006
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Phase IV Perimeter

ALL THAT CERTAIN tract of land situated in College Township, Centre County, Pennsylvania, being Phase IV Perimeter, as shown on a Plan entitled, "Stearns Crossing, Single Family Residential Subdivision, Final Subdivision Plan, Phase IV Subdivision, Panel 1," dated April 7, 2004, by PennTerra Engineering, Inc., State College, Pennsylvania, being bounded and described as follows:

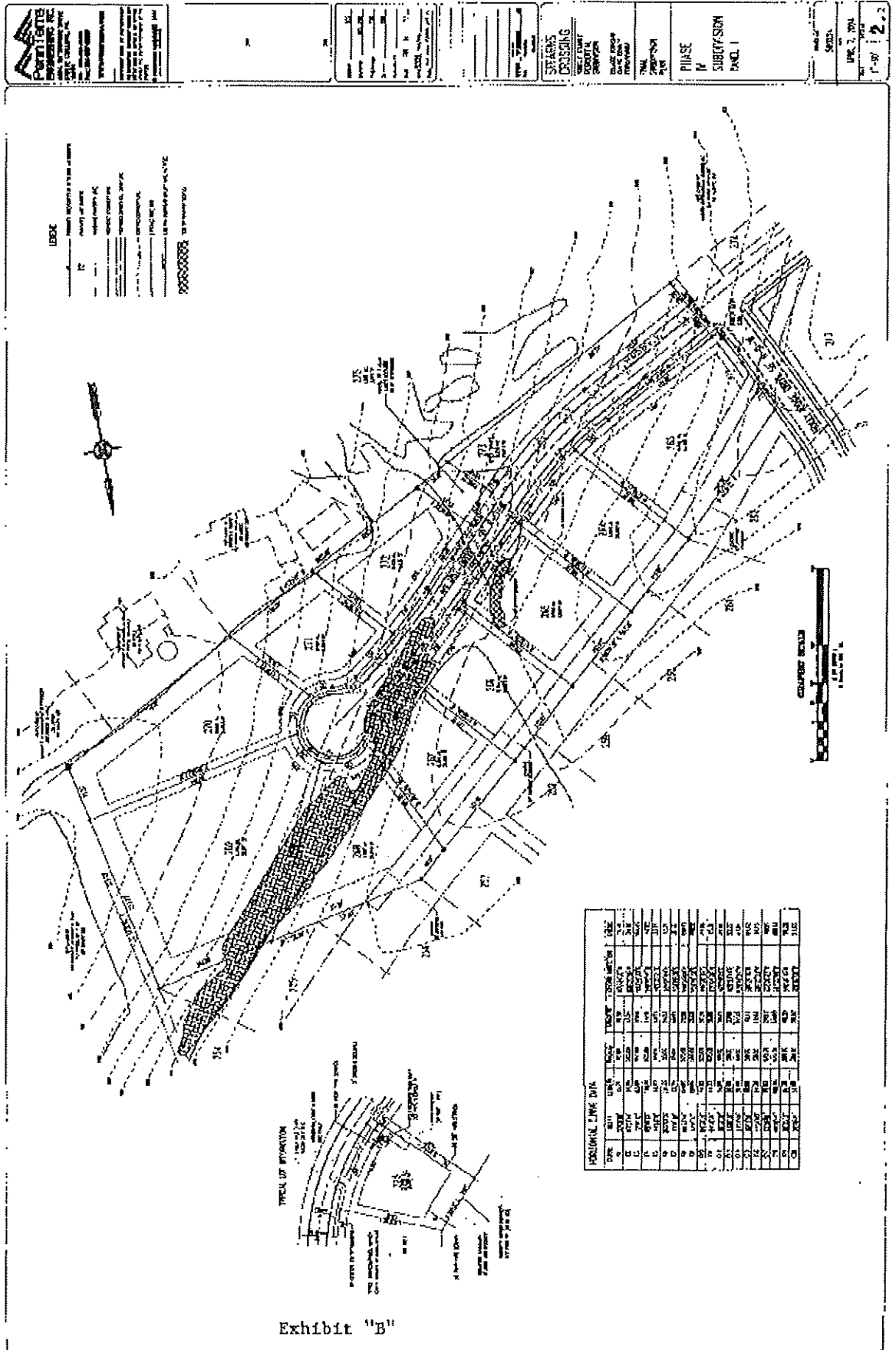
Beginning at an iron pin, lying in a northerly line of lands owned now or formerly by Antioch International Church, Inc. (Tax Parcel 19-4-36B, RB 1438 Pg. 919) and lying in a southerly line of Lot No. 273; thence traversing through said lot and Ivy Hill Drive (50'R/W), N28°34'35"W, passing over an iron pin at 38.00 feet, for a total distance of 88.00 feet to an iron pin, lying in a northerly line of said R/W and being an easterly corner of Holly Ridge Drive (50'R/W); thence along said R/W, the following bearings and distances: along a curve to the right, having a chord bearing of N73°34'35"W, a chord distance of 14.14 feet, a radius of 10.00 feet and an arc length of 15.71 feet to a point; thence N28°34'35"W, 5.86 feet to a point; thence along a curve to the right, having a chord bearing of N26°50'58"W, a chord distance of 34.66 feet, a radius of 575.00 feet and an arc length of 34.66 feet to a point; thence N25°07'22"W, 73.96 feet to an iron pin, lying in an easterly line of said R/W and being a southerly corner of Lot No. 262; thence along said lot, N43°31'22"E, 202.32 feet to an iron pin, being an easterly corner of said lot and a southerly corner of Lot No. 261; thence along said lot and along Lot No.'s 260, 259, 258 and 257, N48°09'36"E, 563.28 feet to an iron pin, being an easterly corner of Lot No. 257 and a southerly corner of Lot No. 256; thence along said lot and along Lot No. 255, N77°28'50"E, 371.89 feet to an iron pin, being an easterly corner of Lot No. 255, a southerly corner of Lot No. 254 and lying in a westerly line of lands owned now or formerly by Dr. Gerald F. and Susan W. Clair (Tax Parcel 19-4-12, RB 661 Pg. 225); thence along said lands, S12°31'10"E, passing over an iron pin at 237.77 feet, for a total distance of 313.10 feet to an iron pin, being a southerly corner of said lands and lying in a northerly line of lands owned now or formerly by Robert T. and Elizabeth W. B. Gretzler (Tax Parcel 19-4A-5, RB 960 Pg. 588); thence along said lands, lands owned now or formerly by Stewart J. and Rebecca M. Smith (Tax Parcel 19-4A-13, RB 1139 Pg. 275), lands owned now or formerly by Dorsey I. Houtz (Tax Parcel 19-4A-14, RB 1119 Pg. 322) and along lands owned now or formerly by Antioch International Church, Inc. (Tax Parcel 19-4-36B, RB 1438, Pg. 919), S61°25'25"W, 1007.05 feet to an iron pin, being the place of beginning, containing 7.936 acres.

BEING known as Centre County Uniform Parcel Identifier Tax Parcel Number

Exhibit "A"

\\A1\md\DL\SB\Deeds\Phase IV Description.wpd

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**SECOND AMENDMENT TO
PLANNED COMMUNITY DECLARATION
for
STEARNS CROSSING**

**College Township,
Centre County, Pennsylvania**

**Submitted pursuant to the provisions
of the Pennsylvania Uniform Planned Community Act,
68 Pa.S. § 5101 et seq.**

THIS SECOND AMENDMENT TO PLANNED COMMUNITY DECLARATION is made this 6th day of September 2005 by **Stearns Boal, L.P.**, a Pennsylvania limited partnership (hereinafter referred to as "Declarant").

WHEREAS, Declarant is the developer of certain real estate located in College Township, Centre County, Pennsylvania, known as Stearns Crossing, as more particularly described in the Planned Community Declaration for Stearns Crossing dated January 15, 2004, and recorded in the office of the Recorder of Deeds of Centre County in Record Book 1650, Page 277 (hereinafter referred to as the "Original Declaration"); and

WHEREAS, the Original Declaration provides in Section 15.1 that the Declarant may add real estate, known as "Additional Real Estate", to the Planned Community; and

WHEREAS, Declarant has added Additional Real Estate to the Planned Community and which real estate is described in the First Amendment to Planned Community Declaration dated June 16, 2004 and recorded in Centre County Record Book 1712 Page 0256, and further shown on a plot plan recorded in Centre County Plat Book 71, Page 47-48, and

WHEREAS, Declarant desires to add Additional Real Estate to the Planned Community and which real estate is described in Exhibit "A" and shown on two plot plans recorded in Centre County Plat Book 74, Pages 34 and 35, and in Centre County Plat Book 74, Pages 183 and 184 and also being subject to the covenants, restrictions, easements, charges and liens hereinafter set forth, and each and all of which is and or for the benefit of said property and each owner thereof.

NOW THEREFORE, the Declarant hereby declares that Additional Real Estate shall be added to the Planned Community of Stearns Crossing and the Planned Community Declaration for Stearns Crossing shall be amended as follows:

1. The Declarant declares that the real estate described in Exhibit "A" and known as **Phase V Stearns Crossing** and as shown on a Plat Plan recorded in Centre County Plat Book 74, Pages 34 and 35, and known as **Phase VI Stearns Crossing** and as shown on a Plat Plan recorded in Centre County Plat Book 74, Pages 183 and 184 is and shall be held, transferred, sold, conveyed and occupied subject to the terms of the

Planned Community Declaration for Stearns Crossing dated January 15, 2004, and recorded in Centre County in Record Book 1650, Page 277, and the First Amendment to Planned Community Declaration dated June 16, 2004 and recorded in Centre County Record Book 1712 Page 0256 with the following exceptions:

A, Paragraph 1.2 shall be amended so that the following easements and licenses are included:

(1) Right of Way to Bell Telephone Company as recorded May 14, 1960 in Centre County Miscellaneous Book 65, Page 526.

(2) Right of Way to West Penn Power Company as recorded October 17, 1960 in Centre County Miscellaneous Book 67, Page 357.

(3) Right of Way to Columbia Gas Company of Pennsylvania as recorded August 15, 1937 in Centre County Miscellaneous Book 96, Page 712.

(4) Right of Way to Columbia Gas Company of Pennsylvania as recorded October 21, 1966 in Centre County Miscellaneous Book 93, Page 753.

(5) Right of Way to Columbia Gas Company of Pennsylvania as recorded July 11, 1968 in Centre County Miscellaneous Book 103, Page 80.

(6) Right of Way from James C. Wambold and Alice Wambold, husband and wife, to Stearns Boal, L.P. and Antioch International Church and Ministries, Inc. dated September 24, 2003 and recorded in Centre County Record Book 1644, Page 772.

(7) Assignment of Easement and Mortgage from Stearns Boal, L.P. to Kishacoquillas Valley National Bank dated October 3, 2003 and recorded in Centre County Record Book 1611 Page 407.

(8) Subject to the easements, rights, conditions, and plan notes as shown on the Final Subdivision Plan for STEARNS CROSSING, Phases I, II, and III recorded in Centre County Plat Book 70, Pages 122-123.

(9) Planned Community Declaration for Stearns Crossing as recorded 1-29-04 in Record Book 1650, page 277.

(10) Stearns Boal to Stearns Crossing Homeowners Association, Inc. -- Lot 213 Stearns Crossing 19-4A-258) as dated 1-27-04 and recorded 2-13-04 in Record Book 1654, Page 953. Outsale-detention basin.

(11) Stearns Crossing Homeowners Association - Stearns grants a perpetual easement for bike path & walking paths as recorded 2-13-04 in Record Book 1654, Page 957.

(12) Right-of-Way to West Penn Power Company dba Allegheny Power as recorded 8-30-04 in Record Book 1734, Page 300.

(13) First amendment to Planned Community Declaration for Stearns Crossing as recorded 7-2-04 in Record Book 1712, Page 256.

(14) College Township Water Authority -- Right-of-Way for water line as recorded 8-16-04 in Record Book 1729, page 242.

(15) Verizon Pennsylvania, Inc. & Allegheny Power Right-of-Way as recorded 9-10-04 in Record Book 1738, page 714.

(16) Right-of-Way to West Penn Power Company dba Allegheny Power as recorded 7-9-04 in Record Book 1714, Page 581.

(17) Stearns Crossing Homeowners Association - easement agreement - Lot 263 19-4A-296 as recorded 9-14-04 in Record Book 1740, Page 30.

(18) Stearns Crossing Homeowners Association - Deed of Dedication Lot 273 Phase IV 19-4A-307 as recorded 9-15-04 in Record Book 1740, Page 324.

(19) College Township - Deed of Dedication of Holly Ridge Drive, etc. as recorded 10-6-04 in Record Book 1748, Page 111.

(20) Deed of Dedication - College Township - for Wild Rose Way as recorded 10-6-04 in Record Book 1748, Page 116.

(21) College Township - Deed of Dedication of Ivy Hill Drive as recorded 10-6-04 in Record Book 1748, Page 120.

(22) College Township - Deed of Dedication Lot 275 Phase IV Parcel 1 as recorded 10-6-04 in Record Book 1748, Page 128.

(23) Common. of Penna. Department of Transportation - Highway Occupancy Permit for Rt. 3011 - to be completed 4-2-05 as recorded 4-19-04 in Record Book 1677, Page 556.

(24) Verizon Pennsylvania, Inc. - easement - 19-4A-300A - Lot 213 as recorded 9-10-04 in Record Book 1738, Page 709.

(25) Subject to the easements, rights, conditions, and plan notes as shown on the Final Subdivision Plan for STEARNS CROSSING, Phase IV, recorded in Centre County Plat Book 71, Pages 47-48.

(26) Right-of-Way to Bel. Telephone Company as recorded 5-1-88 in Misc. Book 60, Page 342.

(27) Bell of Pennsylvania Right of Way modification agreement - (modifies MS: 60 PG: 342) as recorded 6-28-76 in Misc. Book 131, page 64.

(28) Subject to the easements, rights, conditions, and plan notes as shown on the Final Subdivision Plan for STEARNS CROSSING, Phase V, recorded in Centre County Plat Book 74, Pages 34 and 35.

(29) Subject to the easements, rights, conditions, and plan notes as shown on the Final Subdivision Plan for STEARNS CROSSING, Phase VI, recorded in Centre County Plat Book 74, Pages 183 and 184.

(30) Right of Way to Columbia Gas Company of Pennsylvania as recorded August 9, 2005 in Centre County Record Book 1859, Page 847.

B. Paragraph 3.1 shall be amended to read as follows:

3.1 Units: The location and dimensions of all Units comprising the Planned Community are shown on the Plans recorded in Centre County Plat Book 74, Pages 34 and 35. There are thirteen (13) planned phases for the Planned Community and Declarant is under no obligation to construct more than six (6) phases. The number of projected Units in each phase are as follows:

Phase I	11
Phase II	12
Phase III	13
Phase IV	10
Phase V	27
Phase VI	11

Declarant reserves the right to change the total number of Units, the total number of phases, and the total number of Units per phase.

Declarant reserves the right to change or alter the location and dimensions of Units and the size of buildings or dwellings to be constructed upon a Unit in undeveloped phases provided that such change or alteration does not conflict with the architectural control and protective covenants set forth in Article VII and VIII hereof by the imposition of lesser standards. Except to the extent provided by the Declaration, each Unit Owner is responsible for the maintenance, repair and replacement of his or her Unit and improvements thereon.

C. Paragraphs 8.20, 8.21, and 8.22 shall be amended to read as follows:

8.20. No building shall be erected, altered or placed upon any Lot and there shall be no landscaping or grading of any Lot, or any removal of trees until:

- a. The identity of the proposed builder has been submitted to the Declarant and the Declarant shall have approved the identity of the proposed builder.

- b. A complete set of plans and specifications and a site plan, including a landscape plan (unless the other requirements of Section 8.22 are met), shall have been furnished to Declarant and Architectural Control Committee at least thirty (30) days prior to construction and the plans and specifications have been approved in writing by the Architectural Control Committee.

All submissions of plans for construction, proposed grading, and tree removals must be in duplicate, one (1) copy of which shall be retained by Architectural Control Committee.

After receipt of the identity of the proposed builder, Declarant shall approve or disapprove the same within fifteen (15) days

After receipt of the proposed plans and specifications Architectural Control Committee shall approve or disapprove the same within fifteen (15) days.

Architectural Control Committee may approve in part and disapprove in part, or otherwise qualify such approval, and may take into consideration aesthetic or other considerations or reasons as Architectural Control Committee shall deem suitable.

Unit owner further agrees that no change shall be made in the identity of the builder without the written approval of Declarant first had and obtained. Declarant reserves the right to approve or disapprove of any builder of a dwelling or improvement within STEARNS CROSSING

Unit owner further agrees that no change shall be made in the approved plans and specifications without the written approval of Architectural Control Committee first had and obtained

The Architectural Control Committee shall create a list of minimum building specifications. All builders and Owners shall comply with the specifications.

8.21. All site plans shall show the following:

- (a) Subdivision name, Uniform Parcel Identifier Number, Lot number, street address, and abutting Lot numbers
- (b) Name, address phone number, and e-mail of person or firm preparing the site plan.
- (c) Zoning district.
- (d) Total size of the Lot.
- (e) The proposed use(s) of the Lot.
- (f) The total tract boundary with distances drawn to the nearest foot, including any street rights-of-way when applicable.
- (g) All stream, flood plains and wetland boundaries, if applicable, and slopes of twenty-five percent (25%) or more.
- (h) Location and area of all existing and proposed primary and

accessory structures, including exterior dimensions.

- (l) North arrow and scale.
- (j) Date of plan, and date of any and all revisions made to the plan after the original date of submission
- (k) Cartways and names of abutting streets.
- (l) Lot boundary bearings and distances, and property corners.
- (m) Building setback lines per the subdivision record plan. Location of the front, side, and rear yard setback areas as required by the applicable zoning district.
- (n) Easements.
- (o) Utilities above and below ground and all appurtenances such as valves, clean outs, etc. All existing and proposed utility poles, drainage facilities, and walkways.
- (p) Existing topography at two foot (2') even contours with existing spot elevations on flat grades if needed to define drainage patterns. Topographic contour lines drawn at vertical intervals of two (2) feet for land with average undisturbed slopes of ten percent (10%) or less and at intervals of five (5) feet for land with average slopes exceeding ten percent (10%), including the source of topographic data; or two perpendicular cross sections through the entire property, showing existing and proposed grades and the floor elevations of any proposed structures.
- (q) Proposed topography at two foot (2') even contours.
- (r) Accurate depiction of all floors of the house plan, showing door and window openings, and indicating garage, porch, deck, gazebo, pool or other separate use areas or structures.
- (s) Square footage of finished living space
- (t) Cross section through the structure and the total height of all proposed structures. In accordance with College Township definition of "height", Section 200-7, and as amended.
- (u) Underground roof drain sump or alternative locations shall be shown or noted. All sumps shall have a minimum four inch (4") overflow pipe to daylight.
- (v) Finished floor elevations of the dwelling, porch, patio, garage or other separate use Areas. Basement and main floor level finished elevations
- (w) Proposed limits of paved areas and labeling of use. Location of existing or proposed driveways.
- (x) Height and materials of all proposed retaining walls

- (y) Outdoor lighting not attached to the dwelling facades.
- (z) Drainage design direction arrow in swales or tightly graded areas, including as well high point drainage divide locations and elevations. When applicable, show direction and/or paths of all existing site drainage, any/all methods of erosion and sedimentation control and on-site storm water management practices to be implemented
- (aa) Proposed grading spot elevations necessary to define and construct accurately proposed land forms.
- (bb) Landscaping requirements contained in Article 8.22 shall be noted on the site plan.
- (cc) Finished floor elevations of the dwelling, porch, patio, garage or other separate use Areas. Basement and main floor level finished elevations.
- (dd) Spot elevations shall indicate top and bottom of embankments, swales, and micro grading. Water shall drain away from the dwelling on all sides for a minimum distance of ten feet (10'). Grass swales at a minimum two percent (2%) slope shall drain water from around the house. Unless clearly impractical without drastic or unattractive grading, drainage swales shall not direct water onto an adjacent Lot but shall direct it to the street or recorded subdivision drainage easement. Elevations and cross sections of structures, and details of all grading elements such as berms, earth mounds, and retaining walls.
- (ee) All driveways and parking shall be a minimum of two feet (2') from side or rear Lot lines or a greater distance if required by College Township.
- (ff) Percentage of impervious coverage on the Lot after all proposed improvements.

Architectural Control Committee shall have the right to approve or disapprove any such plans or specifications, all grading, landscaping, and all tree removal, and Architectural Control Committee shall have the right to require whatever screening it deems suitable. Declarant shall have the right to approve or disapprove the identity of a builder.

Each Unit Owner acknowledges and agrees that any construction, improvement or movement of soil on a Lot is under and subject to the restriction and regulation of the Soil Conservation District, and each Unit Owner shall be responsible for constructing and maintaining erosion and sedimentation controls in accordance with the approved plans, and each Unit Owner hereby indemnifies and saves harmless Declarant and the Architectural Control Committee, and their successors and assigns, from any loss, damage or claim that Unit Owner may have or incur as a result of the Unit Owner's failure to construct and maintain proper erosion and sedimentation controls.

8.22. As part of the site plan submission, a landscaping plan shall first have been furnished to Architectural Control Committee, and such plans shall have been approved in writing by Architectural Control Committee. Each Unit Owner

further agrees that no change shall be made in said approved landscaping plan without first obtaining the written approval of Architectural Control Committee. The amount allocated to landscaping (including fine grading and grass seeding) shall be no less than ten (10%) percent of the purchase price of the Lot. This amount must be expended within the one (1) year described in Article 8.23. All submissions of landscaping plans must be in duplicate, one copy of which shall be retained by Architectural Control Committee. After receipt of the landscaping plan, Architectural Control Committee shall approve or disapprove the same within fifteen (15) days. Architectural Control Committee may approve in part and disapprove in part, or otherwise qualify such approval, and may take into consideration aesthetic or other considerations or reasons as Architectural Control Committee shall deem suitable.

In the alternative to submitting a landscape plan along with the site plan, a Unit Owner may deposit Five Thousand (\$5,000) Dollars with Declarant to secure the completion of landscaping in accordance with a landscaping plan which may be submitted no less than thirty (30) days prior to the beginning of landscape work. The Declarant will release the Five Thousand (\$5,000) to the Unit Owner upon the completion of the landscape plan as approved by the Architectural Control Committee.

D. Paragraphs 8.24 and 8.25 shall be amended.
In regard to Phases V and VI only, to read as follows:

8.24. Minimum finished square footage of living space above grade of all dwellings, excluding basements and garages, must be at least three thousand (3,000) square feet in Phases I, II, and III, two thousand five hundred (2,500) square feet in Phase IV, and two thousand four hundred (2,400) square feet [2,200 square feet for a house of only one floor above grade] in Phases V and VI, subject to Declarant's exclusive right to waive this provision as, in Declarant's judgment, is required by special circumstances, and such decision of waiver shall be final.

8.25. In Phases V and VI, each dwelling built on a Lot shall have a cost, at the time of construction of no less than Three Hundred Thousand (\$300,000) Dollars (exclusive of Lot purchase); said amount to be increased annually in accordance with the Consumer Price Index in effect on June 1, 2005.

2. In all other respects, the Planned Community Declaration for Stearns Crossing shall remain in full force and effect.

[signatures on following page]

IN WITNESS WHEREOF, the Declarant has caused this First Amendment to be executed the day and year first above written.

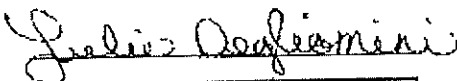
STEARNS BOAL, L. P., by its
general partner, Stearns Boal, LLC

By: 
Name: Calvin E. Zimmerman
Title: Manager

COMMONWEALTH OF PENNSYLVANIA }
COUNTY OF CENTRE } SS:

On this, the 7th day of September, 2005, before me, the undersigned officer, personally appeared Calvin E. Zimmerman, who acknowledged himself to be the Manager of Stearns Boal, LLC, general partner of Stearns Boal, L.P., and as such manager, he being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as such officer.

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

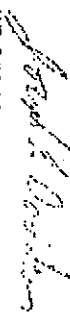


Notarial Seal
Julie Degliomini, Notary Public
State College Area, Centre County
My Commission Expires Oct. 17, 2006

5:\2DL\3B\DECL\Amendment2toStearns Cross\p.w\19/5/05



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RECORDED
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DATE & TIME IN THE ABOVE BOOK & PAGE

EXHIBIT "A"

Legal Description
 Stearns Crossing
 Phase V

All that certain tract of land situated in Collogo Township, Centre County, PA, being Phase V, as shown on a plan entitled, "Stearns Crossing, Single-Family Residential Subdivision; Final Subdivision Plan; Phase V Subdivision," dated February 3, 2005, by PennTerra Engineering, Inc., State College, PA, being bounded and described as follows:

Beginning at an iron pin, lying in a southerly R/W line of Trout Road and being a westerly corner of lands owned now or formerly by Richard L. Wirtz (Tax Parcel 19-2-36, D.B. 236, pg. 242); thence along said lands S14°29'46"E, 155.92 feet to an iron pin, being a southerly corner of said lands and a northerly corner of Lot No. 92 (future Phase VII); thence along said lot S25°10'14"W, 183.68 feet to an iron pin, being a westerly corner of said lot and a northerly corner of Lot No. 97 (future Phase VII); thence along Lot No. 97 N78°15'45"W, 66.89 feet to an iron pin; thence continuing along said lot S05°26'02"W, 215.58 feet to an iron pin; thence continuing along said lot along a curve to the left, having a chord bearing of S86°12'43"E, a chord length of 25.96 feet, a radius of 450.00 feet and an arc length of 25.95 feet (erroneously shown on the plan as C3, having a chord bearing of S85°50'57"E, a chord length of 26.99 feet, a radius of 450.00 feet and an arc length of 26.99 feet) to an iron pin, lying in a southerly line of said lot and being a westerly corner of Mountain Laurel Drive (future Phase VII, 60' R/W); thence along said R/W and along Lot No. 139 (future Phase VII) S02°44'14"W, 195.31 feet to an iron pin, being a southerly corner of Lot No. 139, a northerly corner of Lot No. 134 (future Phase VI) and an easterly corner of Lot No. 135 (future Phase VI); thence along Lot No. 135 N82°20'55"W, 134.26 feet to an iron pin; thence continuing along said lot S07°39'05"W, 129.60 feet to an iron pin; thence continuing along said lot N85°48'17"E, 22.50 feet to an iron pin, lying in a southerly line of said lot and being a westerly corner of Fernleaf Court (future Phase VI, 50' R/W); thence along said R/W and along Lot No. 125 (future Phase VI) S04°1'43"E, 154.72 feet to an iron pin; thence continuing along said lot S37°22'32"E, 60.24 feet to an iron pin, being a southerly corner of said lot and a

westerly corner of Lot No. 126 (future Phase VI); thence along Lot No. 126 and along Lot No. 127 (future Phase VI), Lot No. 128 (future Phase VI) and Stormwater Detention Basin No. 3 (future Phase VI) S19°16'47"E, 472.74 feet to an iron pin; thence continuing along Stormwater Detention Basin No. 3 S15°14'31"E, 20.05 feet to an iron pin; thence continuing along said detention basin S30°53'18"E, 94.45 feet to an iron pin, lying in a westerly line of said detention basin and being a northerly corner of Lot No. 115 (future Phase VI); thence along said lot and along Mossey Glen Road (future Phase VI, 50' R/W) S59°36'58"W, 198.42 feet to an iron pin, being a westerly corner of said R/W and an easterly corner of Lot No. 113 (future Phase VI); thence along said lot along a curve to the right, having a chord bearing of N29°36'07"W, a chord length of 54.02 feet, a radius of 300.00 feet and an arc length of 54.10 feet to an iron pin; thence continuing along said lot S65°33'49"W, 141.79 feet to an iron pin, being a westerly corner of said lot and lying in an easterly line of lands owned now or formerly by Steven and Dina A. Guthoff (Tax Parcel 19-1C-115, R.B. 700, pg. 842); thence along the Guthoff lands and along lands owned now or formerly by David D. and Heather D. Eckley (Tax Parcel 19-1C-116, R.B. 973, pg. 351), October Drive (50' R/W), lands owned now or formerly by Ok Soon Yoon (Tax Parcel 19-1C-117, R.B. 1588, pg. 545), lands owned now or formerly by Christine Kolasa (Tax Parcel 19-1C-118, D.B. 421, pg. 432), lands owned now or formerly by Keith Brian Amamoto and Deborah Kuncz (Tax Parcel 19-1C-119, R.B. 1388, pg. 26), lands owned now or formerly by Randal Wills and Judith Cwynar (Tax Parcel 19-1C-120, R.B. 738, pg. 12), lands owned now or formerly by Marty Jo Boldin (Tax Parcel 19-1C-121, R.B. 1357, pg. 626), lands owned now or formerly by Larry E. Doerr (Tax Parcel 19-1C-122, R.B. 1046, pg. 363), lands owned now or formerly by Tracie L. Mohalick and Jason M. Richard (Tax Parcel 19-1C-123, R.B. 1626, pg. 369), lands owned now or formerly by Frederick R. and June M. Gardner (Tax Parcel 19-1C-124, D.B. 443, pg. 362), lands owned now or formerly by John Mitchell, Jr. and Don E. Haubert (Tax Parcel 19-1C-125, D.B. 464, pg. 868) and lands owned now or formerly by James D. Coble (Tax Parcel 19-4-7A, R.B. 1035, pg. 941) N19°16'47"W, 1,446.60 feet to an iron pin, being an easterly corner of the Coble lands and a southerly corner of lands owned now or formerly by Wayne W. and Donna J. Burke (Tax Parcel 19-2-47, D.B. 295, pg. 271); thence along the Burke lands N64°00'40"E, 189.70 feet to an iron pin,

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being an easterly corner of said lands and lying in a westerly R/W line of Trout Road; thence along said R/W the following 4 bearings and distances: along a curve to the left, having a chord bearing of N79°33'29"E, a chord length of 54.02 feet, a radius of 101.42 feet and an arc length of 54.68 feet to an iron pin; thence N64°06'45"E, 272.73 feet to an iron pin; thence along a curve to the right, having a chord bearing of N68°38'35"E, a chord length of 151.50 feet, a radius of 959.38 feet and an arc length of 151.72 feet to an iron pin; thence N73°10'25"E, 179.70 feet to an iron pin, being the place of beginning, containing 16.040 acres.

Legal Description

Stearns Crossing

Phase VI

All that certain tract of land situated in College Township, Centre County, PA, being Stearns Crossing Phase VI, as shown on a plan entitled, "Stearns Crossing, Final Subdivision Plan, Phase VI Subdivision," dated January 21, 2005, by PennTerra Engineering, Inc., State College, PA, being bounded and described as follows:

Beginning at an iron pin, lying in a northerly R/W line of Fernleaf Court (50' R/W), and being an easterly corner of Lot No. 136; thence, along said lot, N07°39'05"E, 129.60 feet to an iron pin, being a northerly corner of said lot, and lying in a southerly line of Lot No. 137; thence, along Lot No.'s 137 & 138, S82°20'55"E, 134.27 feet to an iron pin, being a southerly corner of Lot No. 138 and a westerly corner of Lot No. 139; thence, along Lot No. 139, N87°09'04"E, 118.90 feet to an iron pin, being a southerly corner of said lot, and a westerly corner of Lot No. 140; thence, along Lot No. 140, N83°22'53"E, 30.00 feet to an iron pin, lying in a southerly line of said lot and being a westerly corner of Lot No. 142; thence, along Lot No. 142, S28°56'22"E, 123.00 feet to an iron pin, being a southerly corner of said lot, and a westerly corner of Lot No. 143; thence, along Lot No.'s 143 thru 146, S16°31'48"E, 422.87 feet to an iron pin, being a southerly corner of Lot No. 146, and a westerly corner of Lot No. 147; thence, along Lot No.'s 147 & 148, S12°21'21"W, 182.38 feet to an iron pin, lying in a westerly line of Lot No. 148, and being an easterly corner of Lot No. 117; thence, along Lot No. 117, N66°46'26"W, 229.26 feet to an iron pin, being a northerly corner of said lot; thence, continuing along said lot, S24°00'18"W, 83.47 feet to an iron pin, being a westerly corner of said lot, and lying in an easterly line of Lot No. 119; thence, along Lot No.'s 119 thru 123, N19°16'47"W, 377.74 feet to an

iron pin, being an easterly corner of Lot No. 123; thence, along said lot, N37°22'32"W, 60.24 feet to an iron pin, being a northerly corner of said lot and a southerly corner of Lot No. 124; thence, along Lot No. 124, and traversing through Fernleaf Court (50' R/W), N04°11'43"W, 154.72 feet to an iron pin, lying in a northerly R/W line of said R/W, and lying in a southerly line of Lot No. 135; thence, along said R/W and said lot, S85°48'17"W, 22.50 feet to an iron pin, being the place of beginning, containing 4.981 acres.

Prepared: 07/06/05

EAP

Project No. 00234

Legal:\S\Stearns Xing\Phase 6\Phase6.doc



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RECORDER OF DEEDS

**THIRD AMENDMENT TO
PLANNED COMMUNITY DECLARATION
for
STEARNS CROSSING**

**College Township,
Centre County, Pennsylvania**

**Submitted pursuant to the provisions
of the Pennsylvania Uniform Planned Community Act,
68 Pa.S. § 5101 et seq.**

THIS THIRD AMENDMENT TO PLANNED COMMUNITY DECLARATION is made this 31st day of March, 2008 by **Stearns Boal, L.P.**, a Pennsylvania limited partnership (hereinafter referred to as "Declarant").

WHEREAS, Declarant is the developer of certain real estate located in College Township, Centre County, Pennsylvania, known as Stearns Crossing, as more particularly described in the Planned Community Declaration for Stearns Crossing dated January 15, 2004, and recorded in the office of the Recorder of Deeds of Centre County in Record Book 1650, Page 277 (hereinafter referred to as the "Original Declaration"); and

WHEREAS, the Original Declaration provides in Section 15.1 that the Declarant may add real estate, known as "Additional Real Estate", to the Planned Community; and

WHEREAS, Declarant has added Additional Real Estate to the Planned Community and which real estate is described in the First Amendment to Planned Community Declaration dated June 16, 2004 and recorded in Centre County Record Book 1712 Page 0256, and further shown on a plot plan recorded in Centre County Plat Book 71, Page 47-48, and

WHEREAS, Declarant has added Additional Real Estate to the Planned Community and which real estate is described in the Second Amendment to Planned Community Declaration dated September 6, 2005 and recorded in Centre County Record Book 1872, Page 390, and further shown on a plot plan recorded in Centre County Plat Book 74, Page 34 and 35, and Plat Book 74, Pages 183 and 184.

WHEREAS, Declarant desires to add Additional Real Estate to the Planned Community and which real estate is described in Exhibit "A" and shown on a plot plan recorded in Centre County Plat Book 80, Page 39, and also being subject to the covenants, restrictions, easements, charges and liens hereinafter set forth, and each and all of which is and or for the benefit of said property and each owner thereof.

NOW THEREFORE, the Declarant hereby declares that Additional Real Estate shall be added to the Planned Community of Stearns Crossing and the Planned Community Declaration for Stearns Crossing shall be amended as follows:

TC/ln
10-4
32.50

1. The Declarant declares that the real estate described in **Exhibit "A"** and known as **Phase VII Stearns Crossing** and as shown on a Plat Plan recorded in Centre County Plat Book 80, Page 39, is and shall be held, transferred, sold, conveyed and occupied subject to the terms of the Planned Community Declaration for Stearns Crossing dated January 15, 2004, and recorded in Centre County in Record Book 1650, Page 277, the First Amendment to Planned Community Declaration dated June 16, 2004 and recorded in Centre County Record Book 1712 Page 0256, and the Second Amendment to Planned Community Declaration dated September 6, 2005, and recorded in Centre County Record Book 1872, Page 0390 with the following exceptions:

A. Paragraph 1.2 shall be amended so that the following easements and licenses are included:

(1) Right of Way to Bell Telephone Company as recorded May 14, 1960 in Centre County Miscellaneous Book 65, Page 526.

(2) Right of Way to West Penn Power Company as recorded October 17, 1960 in Centre County Miscellaneous Book 67, Page 357.

(3) Right of Way to Columbia Gas Company of Pennsylvania as recorded August 15, 1967 in Centre County Miscellaneous Book 96, Page 712.

(4) Right of Way to Columbia Gas Company of Pennsylvania as recorded October 21, 1966 in Centre County Miscellaneous Book 93, Page 753.

(5) Right of Way to Columbia Gas Company of Pennsylvania as recorded July 11, 1968 in Centre County Miscellaneous Book 103, Page 80.

(6) Right of Way from James C. Wambold and Alice Wambold, husband and wife, to Stearns Boal, L.P. and Antioch International Church and Ministries, Inc. dated September 24, 2003 and recorded in Centre County Record Book 1644, Page 772.

(7) Assignment of Easement and Mortgage from Stearns Boal, L.P. to Kishacoquillas Valley National Bank dated October 3, 2003 and recorded in Centre County Record Book 1611, Page 407.

(8) Subject to the easements, rights, conditions, and plan notes as shown on the Final Subdivision Plan for STEARNS CROSSING, Phases I, II, and III recorded in Centre County Plat Book 70, Pages 122-123.

(9) Planned Community Declaration for Stearns Crossing as recorded 1-29-04 in Record Book 1650, page 277.

(10) Stearns Boal to Stearns Crossing Homeowners Association, Inc. -- Lot 213 Stearns Crossing 19-4A-258) as dated 1-27-04 and recorded 2-13-04 in Record Book 1654, Page 953. Outsale- detention basin.

(11) Stearns Crossing Homeowners Association - Stearns grants a perpetual easement for bike path & walking paths as recorded 2-13-04 in Record Book 1654, Page 957.

- (12) Right-of-Way to West Penn Power Company dba Allegheny Power as recorded 8-30-04 in Record Book 1734, Page 300.
- (13) First amendment to Planned Community Declaration for Stearns Crossing as recorded 7-2-04 in Record Book 1712, Page 256.
- (14) College Township Water Authority -- Right-of-Way for water line as recorded 8-16-04 in Record Book 1729, page 242.
- (15) Verizon Pennsylvania, Inc. & Allegheny Power Right-of-Way as recorded 9-10-04 in Record Book 1738, page 714.
- (16) Right-of-Way to West Penn Power Company dba Allegheny Power as recorded 7-9-04 in Record Book 1714, Page 581.
- (17) Stearns Crossing Homeowners Association - easement agreement - Lot 263 19-4A-296 as recorded 9-14-04 in Record Book 1740, Page 30.
- (18) Stearns Crossing Homeowners Association - Deed of Dedication Lot 273 Phase IV 19-4A-307 as recorded 9-15-04 in Record Book 1740, Page 324.
- (19) College Township - Deed of Dedication of Holly Ridge Drive, etc. as recorded 10-6-04 in Record Book 1748, Page 111.
- (20) Deed of Dedication - College Township - for Wild Rose Way as recorded 10-6-04 in Record Book 1748, Page 116.
- (21) College Township - Deed of Dedication of Ivy Hill Drive as recorded 10-6-04 in Record Book 1748, Page 120.
- (22) College Township - Deed of Dedication Lot 275 Phase IV Parcel 1 as recorded 10-6-04 in Record Book 1748, Page 128.
- (23) Common. of Penna. Department of Transportation - Highway Occupancy Permit for Rt. 3011 - to be completed 4-2-05 as recorded 4-19-04 in Record Book 1677, Page 556.
- (24) Verizon Pennsylvania, Inc. - easement - 19-4A-300A - Lot 213 as recorded 9-10-04 in Record Book 1738, Page 709.
- (25) Subject to the easements, rights, conditions, and plan notes as shown on the Final Subdivision Plan for STEARNS CROSSING, Phase IV, recorded in Centre County Plat Book 71, Pages 47-48.
- (26) Right-of-Way to Bell Telephone Company as recorded 5-1-59 in Misc. Book 60, Page 342.
- (27) Bell of Pennsylvania Right of Way modification agreement - (modifies MS: 60 PG: 342) as recorded 6-28-76 in Misc. Book 131, page 64.

(28) Subject to the easements, rights, conditions, and plan notes as shown on the Final Subdivision Plan for STEARNS CROSSING, Phase V, recorded in Centre County Plat Book 74, Pages 34 and 35.

(29) Subject to the easements, rights, conditions, and plan notes as shown on the Final Subdivision Plan for STEARNS CROSSING, Phase VI, recorded in Centre County Plat Book 74, Pages 183 and 184.

(30) Right of Way to Columbia Gas Company of Pennsylvania as recorded August 9, 2005 in Centre County Record Book 1859, Page 847.

(31) Second Amendment to Planned Community Declaration for Stearns Crossing as recorded 9-9-05 in Record Book 1872, Page 390.

(32) Right-of-Way to West Penn Power Company, dba Allegheny Power as recorded 9-19-05 in Record Book 1875, Page 843.

(33) Verizon Pennsylvania, Inc. - easement - 19-1C-100A and 100B and 19-1C-200-240 as recorded 10-17-05 in Record Book 1886, Page 913.

(34) Stearns Boal to Stearns Crossing Home Owners Association - Deed of Dedication Lot 88 Phase V 19-1C-212 and Lot 101 Phase V 19-1C-211 as recorded 12-23-05 in Record Book 1910, Page 679.

(35) College Township Water Authority - Right-of-Way for waterline as recorded 1-6-06 in Record Book 1914, Page 1032.

(36) Deed of Dedication - College Township - for October Drive as recorded 9-8-06 in Record Book 1972, Page 141.

(37) Deed of Dedication - College Township - for Fernleaf Court, Phase VI as recorded 9-8-06 in Record Book 1972, Page 142.

(38) Deed of Dedication - College Township - for Fernleaf Court, Phase V as recorded 9-8-06 in Record Book 1972, Page 143.

(39) Deed of Dedication - College Township - for Mossey Glen Road as recorded 9-8-06 in Record Book 1972, Page 144.

(40) Deed of Dedication - College Township - for Mountain Laurel Drive as recorded 9-8-06 in Record Book 1972, Page 145.

(41) Stearns Crossing Home Owners Association - Stearns grants a perpetual easement for bike path, walking paths and walking easements as recorded 10-16-06 in Record Book 1974, Page 698.

(42) Deed of Dedication - College Township for Mossey Glen Road as recorded 9-8-2006 in Record Book 1972, Page 0141.

(43) Deed of Dedication - College Township regarding Phase V as recorded 9-8-2006 in Record Book 1972, Page 142.

(44) Deed of Dedication - College Township for Fernleaf Court as recorded 9-8-2006 in Record Book 1972, Page 143.

(45) Deed of Dedication - College Township for Mossey Glen Road as recorded 9-8-2006 in Record Book 1972, Page 144.

(46) Deed of Dedication - College Township for Mountain Laurel Drive as recorded 9-8-06 in Record Book 1972, Page 145.

(47) Easement Agreement to Stearns Crossing HOA as recorded 10-16-06 in Record Book 1974, Page 698.

(48) Replot and Resubdivision of Lot 118R and Phase VII Final Subdivision as recorded 12-14-07 in Plat Book 80, Page 39.

(49) Easement Agreement of Verizon Pennsylvania Inc. as recorded 10-17-05 in Record Book 1886, Page 913.

(50) Deed of Dedication - Stearns Crossing HOA regarding Lot No. 88 as recorded 12-23-2005 in Record Book 1910, Page 679.

(51) Deed of Dedication - Stearns Crossing HOA regarding Lot No. 117 as recorded 12-23-2005 in Record Book 1910, Page 684.

(52) Declaration of Easement to College Township Water Authority as recorded 1-6-06 in Record Book 1914, Page 1032.

(53) Subject to the easements, rights, conditions, and plan notes as shown on the Final Subdivision Plan for STEARNS CROSSING, Phase VII, recorded in Centre County Plat Book 80, Page 39.

B. Paragraph 3.1 shall be amended to read as follows:

3.1 Units: The location and dimensions of all Units comprising the Planned Community are shown on the Plans recorded in Centre County Plat Book 80, Page 39. There are thirteen (13) planned phases for the Planned Community and Declarant is under no obligation to construct more than seven (7) phases. The number of projected Units in each phase are as follows:

Phase I	11
Phase II	12
Phase III	13
Phase IV	10
Phase V	27
Phase VI	11
Phase VII	38

Declarant reserves the right to change the total number of Units, the total number of phases, and the total number of Units per phase.

Declarant reserves the right to change or alter the location and dimensions of Units and the size of buildings or dwellings to be constructed upon a Unit in undeveloped phases provided that such change or

alteration does not conflict with the architectural control and protective covenants set forth in Article VII and VIII hereof by the imposition of lesser standards. Except to the extent provided by the Declaration, each Unit Owner is responsible for the maintenance, repair and replacement of his or her Unit and improvements thereon.

C. Paragraphs 8.24 and 8.25 shall be amended, in regard to Phase VII only, to read as follows:

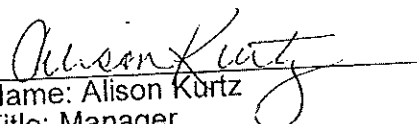
8.24. Minimum finished square footage of living space above grade of all dwellings, excluding basements and garages, must be at least three thousand (3,000) square feet in Phases I, II, III and VII, two thousand five hundred (2,500) square feet in Phase IV, and two thousand four hundred (2,400) square feet [2,200 square feet for a house of only one floor above grade] in Phases V and VI, subject to Declarant's exclusive right to waive this provision as, in Declarant's judgment, is required by special circumstances, and such decision of waiver shall be final.

8.25. In Phases VII, each dwelling built on a Lot shall have a cost, at the time of construction, of no less than Three Hundred Thousand (\$300,000) Dollars (exclusive of Lot purchase); said amount to be increased annually in accordance with the Consumer Price Index in effect on June 1, 2005.

2. In all other respects, the Planned Community Declaration for Stearns Crossing shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused this Third Amendment to be executed the day and year first above written.

STEARNS BOAL, L. P., by its general partner, **Stearns Boal, LLC**

By: 
Name: Alison Kurtz
Title: Manager

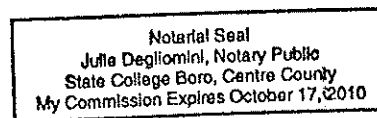
COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF CENTRE) SS:

On this, the 28th day of March, 2008, before me, the undersigned officer, personally appeared Alison Kurtz, who acknowledged herself to be the Manager of Stearns Boal, LLC, general partner of Stearns Boal, L.P., and as such manager, she being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the limited liability company by herself as such officer.

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

Julie Degliomini

S:\2DL\SB\DECL\Amendment3toStearns Crossing.wpd3/28/08



Legal Description

Stearns Crossing, VII

Lot 167

All that certain tract of land situated in College Township, Centre County, PA, being Lot No. 167, as shown on a plan entitled, "Stearns Crossing, Single Family Residential Subdivision, Final Subdivision Plan, (Panel 1), Phase VII, Final Subdivision, Record Plan" dated July 20, 2007 by PennTerra Engineering, Inc., State College, PA, and recorded at the Centre County Recorder of Deeds Office in Plat Book 80, Pg. 39, being bounded and described as follows:

Beginning at an iron pin, being a southerly corner of Lot No. 112 and lying in a westerly R/W line of Mossey Glen Road (50'R/W); thence along said R/W, along a curve to the left, having a chord bearing of S28°49'19"E, a chord distance of 45.88 feet, a radius of 300.00 feet and an arc length of 45.92 feet to an iron pin; thence continuing along said R/W, along a curve to the right, having a chord bearing of S33°05'20"E, a chord distance of 8.16 feet, a radius of 1975.00 feet and an arc length of 8.16 feet to an iron pin; thence traversing through said R/W N59°36'58"E, 50.05 feet to an iron pin, lying in an easterly line of said R/W, being a southerly corner of Lot No. 118R; thence along Lot No. 118R N59°36'58"E, 148.49 feet to an iron pin, being an easterly corner of said lot and lying in a westerly line of Lot No. 117; thence along said lot S30°53'18"E, 114.73 feet to an iron pin, being an easterly corner of said lot and lying in a northerly R/W line of Meadowsweet Drive (50'R/W); thence along said R/W N59°06'42"E, 20.00 feet to an iron pin, lying in a northerly line of said R/W and being a southerly corner of Lot No. 117; thence continuing along Lot 117, N30°53'18"W, 112.87 feet to an iron pin; thence N59°36'58"E, 139.33 feet to an iron pin; thence continuing along said lot N12°21'21"E, 99.07 feet to an iron pin, being a common corner of said lot, Lot No. 129 and Lot No. 148; thence along Lot No. 148 and S73°14'54"E, 140.14 feet to an iron pin, being a southerly corner of Lot No. 148 and lying in a westerly R/W line of Pepperberry Lane (50'R/W); thence along said R/W, along a curve to the left, having a chord bearing of S13°01'35"W, a chord distance of 27.16 feet, a radius of 425.00 feet and an arc length of 27.16 feet to an iron pin; thence traversing through said R/W S78°48'17"E, 50.00 feet to an iron pin, lying in an easterly line of said R/W and being a westerly corner of Lot No. 164; thence along Lot No. 164 S79°20'40"E, 160.62 feet to an iron pin; thence

continuing along said lot N33°57'23"E, 126.66 feet to an iron pin, being an easterly corner of said lot and lying in a westerly line of lands owned now or formerly by Dr. Gerald F. & Susan W. Clair (Tax Parcel 19-4-12, RB 661 Pg. 225); thence along said lands S12°31'10"E, 2023.42 feet to an iron pin, lying in a westerly line of said lands and being a northerly corner of lands owned now or formerly by Raymond F. & Dorothy R. Nungesser (Tax Parcel 19-4A-282, RB 1879 Pg. 82); thence along said lands S77°28'50"W, 83.56 feet to an iron pin, being a westerly corner of said lands and an easterly corner of lands owned now or formerly by Yaw D. & Julia A. Yeboah (Tax Parcel 19-4A-281, RB 1820 Pg. 388); thence along the Yaw lands N59°30'26"W, 125.00 feet to an iron pin; thence continuing along said lands and along lands owned now or formerly by Rebecca S. Hamilton (Tax Parcel 19-4A-280, RB 1977 Pg. 577), N58°36'01"W, 144.06 feet to an iron pin, being a westerly corner of the Hamilton lands and an easterly corner of lands owned now or formerly by Terry D. & Penny M. Etherton (Tax Parcel 19-4A-279, RB 1700 Pg. 503); thence along the Etherton lands and along lands owned now or formerly by Robert H. Elliott Jr. (Tax Parcel 19-4A-278, RB 1985 Pg. 168), N46°38'23"W, 183.35 feet to an iron pin; thence continuing along the Elliott lands S64°23'24"W, 157.87 feet to an iron pin, being a westerly corner of said lands and lying in a westerly R/W line of Holly Ridge Drive (50'R/W); thence traversing through said R/W S55°24'07"W, 50.56 feet to an iron pin, lying in a westerly line of said R/W and being an easterly corner of Lot No. 233; thence along said lot S58°11'16"W, 163.86 feet to an iron pin, being a southerly corner of said lot and lying in an easterly line of lands owned now or formerly by John S. & Deborah C. Campbell (Tax Parcel 19-1B-100, RB 933 Pg. 570); thence along said lands and along lands owned now or formerly by John S. & Deborah C. Campbell (Tax Parcel 19-1B-101, RB 1089 Pg. 482), N18°30'38"W, 408.28 feet to an iron pin; thence continuing along the Campbell lands N21°05'43"W, 14.54 feet to an iron pin, being a northerly corner of said lands and an easterly corner of lands owned now or formerly by State College Area School District (Tax Parcel 19-4-34D, DB 103 Pg. 808); thence along said lands N19°11'22"W, 211.52 feet to an iron pin, lying in an easterly line of said lands and being a southerly corner of Lot No. 192; thence along said lot and along Lot No. 191 N79°05'13"E, 301.25 feet to an iron pin; thence continuing along Lot No. 191 and along Lot No. 190, N22°20'51"E,

180.66 feet to an iron pin; thence continuing along Lot No. 190 and along Lot No.'s 189, 188, 187 and 186, N16°20'57"W, 651.76 feet to an iron pin; thence continuing along Lot No. 186 S70°48'04"W, 200.28 feet to an iron pin, being a westerly corner of said lot and lying in an easterly R/W line of Primrose Court (Future 50'R/W); thence along said R/W, along a curve to the left, having a chord bearing of N25°56'23"W, a chord distance of 141.26 feet, a radius of 2025.00 feet and an arc length of 141.29 feet to an iron pin; thence traversing through said R/W, S44°37'56"W, 52.47 feet to an iron pin, lying in a westerly line of said R/W and being a northerly corner of Future Lot No. 199; thence along said lot S70°43'13"W, 186.69 feet to an iron pin, being a westerly corner of said lot and lying in an easterly line of lands owned now or formerly by Karin E. Long (Tax Parcel 19-1C-112, RB 481 Pg. 813); thence along the Long lands and along lands owned now or formerly by Jerry A. Olsen (Tax Parcel 19-1C-113, DB 433 Pg. 38), lands owned now or formerly by Karen L. & Joseph A. O'Brien (Tax Parcel 19-1C-114, RB 544 Pg. 918) and lands owned now or formerly by Steven & Dina Guthoff (Tax Parcel 19-1C-115, RB 700 Pg. 842), N19°16'47"W, 226.09 feet to an iron pin, lying in an easterly line of said Guthoff lands and being a southerly corner of lands owned now or formerly by BHL Partnership (Tax Parcel 19-1C-200, RB 1969 Pg. 64); thence along said lands N65°33'51"E, 141.80 feet to an iron pin, being the place of beginning, containing 26.053 acres.

Prepared: 03/28/08
sth
Project No. 00234-107
Legals/strnsxing7perim.doc



R 02025-0179 Dec 16, 2008
STEARNS BOAL LP
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RECORDER OF DEEDS

Joseph L. Vanden
RECORDER OF DEEDS

BALIN
29

**FOURTH AMENDMENT TO
PLANNED COMMUNITY DECLARATION
for
STEARNS CROSSING**

**College Township,
Centre County, Pennsylvania**

**Submitted pursuant to the provisions
of the Pennsylvania Uniform Planned Community Act,
68 Pa.S. § 5101 et seq.**

THIS FOURTH AMENDMENT TO PLANNED COMMUNITY DECLARATION is made this 28th day of November, 2008 by **Stearns Boal, L.P.**, a Pennsylvania limited partnership (hereinafter referred to as "Declarant").

WHEREAS, Declarant is the developer of certain real estate located in College Township, Centre County, Pennsylvania, known as Stearns Crossing, as more particularly described in the Planned Community Declaration for Stearns Crossing dated January 15, 2004, and recorded in the office of the Recorder of Deeds of Centre County in Record Book 1650, Page 277 (hereinafter referred to as the "Original Declaration"); and

WHEREAS, pursuant to the Declaration, Declarant has filed three Amendments to the Declaration adding Additional Real Estate to the Planned Community.

WHEREAS, the Third Amendment to the Planned Community Declaration for Stearns Crossing was dated March 28, 2008 and was recorded in Centre County Record Book 2007-0752 on March 31, 2008. The Third Amendment included, among others, an Amendment to Section 8.24 of the original Declaration. The language of Section 8.24 as included in the Third Amendment was erroneous, and it is the purpose of this Fourth Amendment to correct the above language.

NOW THEREFORE, Declarant hereby amends the original Declaration as follows:

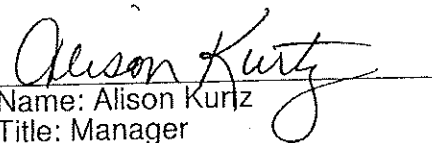
1. Paragraph 8.24 shall be amended, in regard to Phase VII only, to read as follows:

8.24. Minimum finished square footage of living space above grade of all dwellings, excluding basements and garages, must be at least three thousand (3,000) square feet in Phases I, II, III and VII (Lots 233, 234, 236, 237, 238, 239, 240, 241, 242, 243, 244 and 245), two thousand five hundred (2,500) square feet in Phase IV, two thousand four hundred (2,400) square feet [2,200 square feet for a house of only one floor above grade] in Phases V, VI and VII (Lots 113, 114, 115, 116, 149, 165, 166, 167, 183, 184, and 185), two thousand seven hundred (2,700) square feet [2,400 square feet for a house of only one floor above grade] in Phase VII (Lots 168 through 182, inclusive) subject to Declarant's exclusive right to waive this provision as, in Declarant's judgment, is required by special circumstances, and such decision of waiver shall be final.

2. Since the recording of Third Amendment to Planned Community Declaration on March 31, 2008, Units have been sold to the following persons:
- (a) Deed of Stearns Boal, L.P. to BHL Partnership dated March 28, 2008 and recorded on April 2, 2008 in Centre County Record Book 2007, Page 950.
 - (b) Deed of Stearns Boal, L.P. to GEM Homebuilders, Inc. dated April 23, 2008 and recorded on May 1, 2008 in Centre County Record Book 2009, Page 911.
 - (c) Deed of Stearns Boal, L.P. to Kick It Around Investments, L.L.C. dated May 27, 2008 and recorded on June 5, 2008 in Centre County Record Book 2012, Page 441.
 - (d) Deed of Stearns Boal, L.P. to Roderick J. Bartell and Kathy A. Bartell dated August 26, 2008 and recorded on September 15, 2008 in Centre County Record Book 2020, Page 487.
 - (e) Deed of Stearns Boal, L.P. to Mary F. Boulanger dated August 26, 2008 and recorded on September 29, 2008 in Centre County Record Book 2021, Page 266.
 - (f) Deed of Stearns Boal, L.P. to GEM Homebuilders, Inc. dated September 19, 2008 and recorded on October 30, 2008 in Centre County Record Book 2022, Page 976.
3. In all other respects, the Planned Community Declaration for Stearns Crossing shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused this Fourth Amendment to be executed the day and year first above written.


STEARNS BOAL, L. P., by its general partner, Stearns Boal, LLC

By: 
Name: Alison Kurtz
Title: Manager


[SIGNATURES CONTINUED ON NEXT PAGE]

We, the undersigned, consent to the Fourth Amendment to Planned Community Declaration for Stearns Crossing.

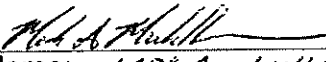
BHL PARTNERSHIP (Lot 113)

By: 
Name: GARY A. BONTSAK
Title: PARTNER

GEM HOMEBUILDERS, INC.
(Lot 124, 126 & 233)

By: 
Name: GREG SNIPES
Title: PRESIDENT

KICK IT AROUND INVESTMENTS,
LLC (Lot 111)

By: 
Name: MARK A. MUHLHAUSER
Title: Co-Owner

 (Seal)
RODERICK J. BARTELL (Lot 175)


 (Seal)
KATHY A. BARTELL (Lot 175)

 (Seal)
MARY F. BOULANGER (Lot 239)

 (Seal)
GREGORY R. KUNES (Lot 238)

 (Seal)
PATRICIA M. KUNES (Lot 238)

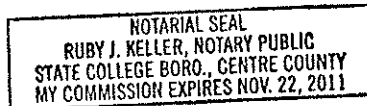
 (seal)
KENNETH D. HART (Lot 176)

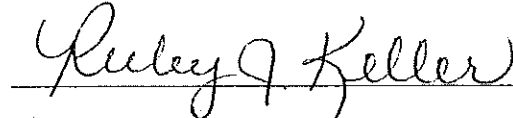
 (Seal)
DARLA J. HART (Lot 176)

COMMONWEALTH OF PENNSYLVANIA }
COUNTY OF CENTRE } SS:

On this, the 25 day of November, 2008, before me, the undersigned officer, personally appeared Alison Kurtz, who acknowledged herself to be the Manager of Stearns Boal, LLC, general partner of Stearns Boal, L.P., and as such manager, she being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the limited liability company by herself as such officer.

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

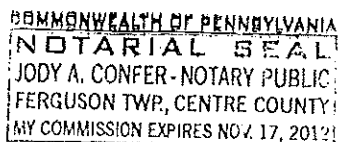




COMMONWEALTH OF PENNSYLVANIA }
COUNTY OF CENTRE } SS:

On this, the 1st day of December, 2008, before me, the undersigned officer, personally appeared BHL Partnership, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument as Agent for BHL Partnership, and acknowledged that she/he executed ^{(GARY} the same for the purpose therein contained. _{BONTRAGER, PARTNER)}

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





COMMONWEALTH OF PENNSYLVANIA

COUNTY OF CENTRE

} SS:

On this, the 1st day of December, 2008, before me, the undersigned officer, personally appeared GEM HOMEBUILDERS, INC., known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument as Agent for GEM Homebuilders Inc. and acknowledged that she/he executed the same for the purpose therein contained. (GARY SNIPES, PRESIDENT)

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

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
JODY A. CONFER - NOTARY PUBLIC
FERGUSON TWP., CENTRE COUNTY
MY COMMISSION EXPIRES NOV. 17, 2012

Jody A. Confer

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF CENTRE

} SS:

On this, the 1st day of December, 2008, before me, the undersigned officer, personally appeared Kick It Around Investments, LLC, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument as Agent for Kick It Around Inc. and acknowledged that she/he executed the same for the purpose therein contained. (Mark A. Muhlhauer Co-owner)

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

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
JODY A. CONFER - NOTARY PUBLIC
FERGUSON TWP., CENTRE COUNTY
MY COMMISSION EXPIRES NOV. 17, 2012

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
JODY A. CONFER - NOTARY PUBLIC
FERGUSON TWP., CENTRE COUNTY
MY COMMISSION EXPIRES NOV. 17, 2012

Jody A. Confer

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF CENTRE

} SS:

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
JODY A. CONFER - NOTARY PUBLIC
FERGUSON TWP., CENTRE COUNTY
MY COMMISSION EXPIRES NOV. 17, 2012

On this, the 10th day of December, 2008, before me, the undersigned officer, personally appeared Roderick J. Bartell and Kathy A. Bartell, husband and wife, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purpose therein contained.

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

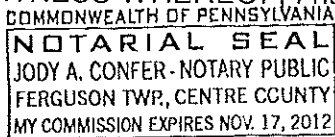
COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
JODY A. CONFER - NOTARY PUBLIC
FERGUSON TWP., CENTRE COUNTY
MY COMMISSION EXPIRES NOV. 17, 2012

Jody A. Confer

COMMONWEALTH OF PENNSYLVANIA }
COUNTY OF CENTRE } SS:

On this, the 13th day of December, 2008, before me, the undersigned officer, personally appeared Mary F. Boulanger, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same for the purpose therein contained.

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

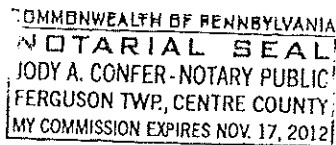


Jody A. Confer

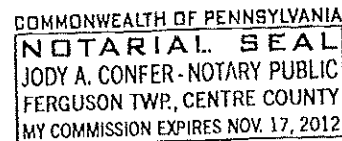
COMMONWEALTH OF PENNSYLVANIA }
COUNTY OF CENTRE } SS:

On this, the 3rd day of December, 2008, before me, the undersigned officer, personally appeared Gregory R. Kunes and Patricia M. Kunes, husband and wife, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purpose therein contained.

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



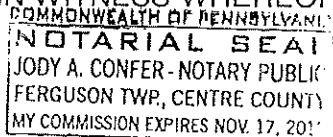
Jody A. Confer



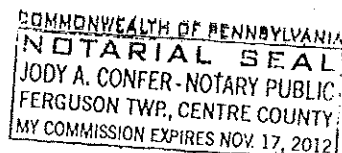
COMMONWEALTH OF PENNSYLVANIA }
COUNTY OF CENTRE } SS:

On this, the 2nd day of December, 2008, before me, the undersigned officer, personally appeared Kenneth G. Hart and Darla J. Hart, husband and wife, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purpose therein contained.

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



Jody A. Confer



**BY-LAWS OF THE
STEARNS CROSSING HOMEOWNERS ASSOCIATION, INC.**

ARTICLE I

INTRODUCTORY PROVISIONS

1.1. **Applicability.** These Bylaws provide for the governance of the Stearns Crossing Homeowners Association, Inc. (the "Association") pursuant to the requirements of Section 5306 of the Pennsylvania Uniform Planned Community Act, 68 Pa. C.S.A. 5101 ~~et seq~~ (the "Act") with respect to the Planned Community created by the recording of the Declaration dated January 15, 2004 in the Office of the Recorder of Deeds in and for Centre County in Record Book 1650 Page 277.

1.2. **Definitions.** Capitalized terms used herein without definition shall have the meanings specified for such terms in the Declaration to which these Bylaws pertain or, if not defined therein, the meanings specified or used for such terms in the Act.

1.3. **Compliance.** Pursuant to the provisions of the Act, every Unit Owner and all Persons entitled to occupy a Unit shall comply with these Bylaws.

1.4. **Office.** The office of Association and the Executive Board shall be located at the Property or at such other place as may be designated from time to time by the Executive Board.

ARTICLE II

MEMBERS

2.1. **Eligibility.** Members shall have the following qualifications:

(a) Every Unit Owner which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Unit or which is subject to assessment. Unit Owners shall comply with and be bound by the Articles of Incorporation, these By-Laws and amendments thereto, the Declaration, and the policies, rules and regulations at any time adopted by the Association in accordance with these By-Laws.

(b) The Association shall have only one class of voting membership.

2.2. **Assessments.** The Executive Board may determine from time to time the amount of any annual or special assessments payable by the Unit Owners.

2.3. **Assignment.** Membership in this corporation is not transferable or assignable.

2.4. **Meetings.** The annual meeting of the Unit Owners of the Association for, among other purposes, the election of directors and officers, shall be held at such time and place as

the board may from time to time determine, but not less than once each year. Special meetings of the Unit Owners may be called at any time by the chairman of the board, the president, the board or at least twenty percent (20%) of the Unit Owners. Meetings of the Unit Owners may be held at any place within or without the Commonwealth of Pennsylvania.

2.5 **Notice.** Written notice of the time and place of the annual meeting and all special meetings of the Unit Owners of the corporation shall be delivered to each member not less than ten days nor more than sixty days prior to the date of such meeting. Notice of all special meetings of the Unit Owners shall state the general nature of the business to be transacted and shall be sent by the Secretary to the Association. Any written notice shall be delivered personally or by mail. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, postage prepaid, and addressed to the designated member of such member's most recent address listed in the records of the corporation.

2.6 **Quorum.** A meeting of Unit Owners duly called shall not be organized for the transaction of business unless a quorum is present. The presence in person of twenty percent (20%) of the Unit Owners entitled to vote shall constitute a quorum at all meetings of the Unit Owners for the transaction of business except as may be otherwise provided by law or by the Articles of Incorporation. The Unit Owners present at a duly organized meeting can continue to do business until adjournment, notwithstanding the withdrawal of enough Unit Owners to leave less than a quorum. If a meeting cannot be organized because a quorum has not been attained, those present may, except as otherwise provided by statute, adjourn the meeting to such time and place as they may determine, but in the case of any meeting called for the election of directors and officers, those who attend the second of such adjourned meetings, although less than a quorum, shall nevertheless constitute a quorum for the purpose of electing directors and officers. In the case of any meeting called for any other purpose, those who attend the second of such adjourned meetings, although less than a quorum, shall nevertheless constitute a quorum for the purpose of acting upon any resolution or other matter set forth in the notice of the meeting, if written notice of such second adjourned meeting, stating that those Unit Owners who attend shall constitute a quorum for the purpose of acting upon such resolution or other matter, is given to each member of record entitled to vote at such second adjourned meeting at least ten days prior to the day named for the second adjourned meeting.

2.7 **Voting by Unit Owners.** Every Unit Owner shall be entitled to the number of votes as set forth in the Declaration. No Unit Owner shall sell his vote for money or anything of value. Upon request of a Unit Owner, the books or records of Unit Ownership shall be produced at any regular or special meeting of the corporation. If at any meeting the right of a person to vote is challenged, the presiding officer shall require such books or records to be produced as evidence of the right of the person challenged to vote, and all persons who appear by such books or records to be Unit Owners entitled to vote may vote. The right of a member to vote, and his right, title and interest in or to the corporation or its property, shall cease on the termination of his Unit Ownership.

2.8 **Method of Voting.** Voting may be by ballot, mail or any reasonable means determined by the Executive Board. Elections for directors and officers need not be by ballot except upon demand made by a member at the election and before the voting begins.

ARTICLE III

EXECUTIVE BOARD

3.1 **General Powers.** The business and affairs of the Association shall be managed by the Executive Board. In addition to the powers and authority expressly granted by these By-Laws, the Executive Board may exercise all powers of the Association and do all acts that are not prohibited by the Act or applicable law, by the Declaration, by the Articles of Incorporation or by these By-Laws.

3.2 **Number/Qualification.** The Executive Board shall consist of at least three in number or such other greater number of directors as the Unit Owners may from time to time determine.

3.3 **Term and Election.**

3.3.1 At the date of adoption of these By-Laws, the directors shall consist of those persons elected by the Unit Owners and shall serve for terms specified by the Executive Board.

3.3.2 At the first annual meeting of the Unit Owners following the adoption of these By-Laws and at each annual meeting thereafter, the directors shall be elected by the Unit Owners for terms of one year each.

3.3.3 All directors shall serve for a term of one year (or, when filling a vacancy, the unexpired portion of the term) or until their successors are elected and have qualified, provided that any director may be removed from office at any time, without assigning any cause, by the Unit Owners.

3.3.4 Vacancies on the board may be filled by the remaining directors in their discretion.

3.4 **Meetings.** The annual organizational meeting of the Executive Board shall be held at such time and place as the board may from time to time determine. Regular meetings of the board shall be held at such time and place as the board may from time to time determine. Special meetings of the Executive Board may be called at any time by the president or at least one-third of all the directors. Meetings of the Executive Board may be held at any location within or without the Commonwealth of Pennsylvania.

3.5 **Notice.** Written notice of the time and place of all meetings of the Executive Board shall be delivered to each director at least ten days prior to the date of such meeting unless a longer period of notice is required by applicable law, (the Articles of Incorporation or by these By-Laws) and, in the use of special meetings, shall state the general nature of the business to be transacted, provided that no written notice is required in the case of regular meetings where the date, time and place has been determined in advance by the Executive Board. Written notice shall be delivered personally or by mail. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, postage prepaid, addressed

to the designated director at such director's most recent address listed in the records of the corporation.

3.6 **Quorum.** A majority of the directors then in office shall constitute a quorum for the transaction of business at any meeting of the Executive Board, unless a greater proportion is required by applicable law, by the Declaration of Covenants, by the Articles of Incorporation, or by these By-Laws.

3.7 **Voting.** Each director shall be entitled to one vote on any matter submitted to a vote of the Executive Board. The acts approved by the affirmative vote of a majority of the directors present at a meeting at which a quorum is present shall be acts of the Executive Board, unless a greater proportion of affirmative votes is required by applicable law, by the Declaration of Covenants, by the Articles of Incorporation or by these By-Laws.

3.8 **Limitation on Liability.** A director shall not be personally liable for monetary damages for any action taken, or any failure to take any action, unless (i) the director has breached or failed to perform the duties of his office under subchapter B of Chapter 57 of the Nonprofit Corporation Law of 1988 and (ii) the breach or failure to perform constitutes self-dealing, willful misconduct or recklessness. The provisions of this Section 3.8 shall not apply to (i) the responsibility or liability of a director pursuant to any criminal statute or (ii) the liability of a director for the payment of taxes pursuant to local, state or federal law. Any repeal or modification of this Section 3.8 shall be prospective only, and shall not affect, to the detriment of any director, any limitation on the personal liability of a director of the corporation existing at the time of such repeal or modification.

3.9 **Compensation.** Directors as such, shall not receive any stated salary for their services, but by resolution of the Executive Board, a fixed sum and expenses, if any, may be allowed for attendance at each regular or special meeting of the Executive Board PROVIDED, that nothing herein contained shall be construed to preclude any director from serving the corporation in any other capacity.

3.10. **Delegation of Powers.** The Executive Board may employ for the Association a Managing Agent at a compensation established by the Executive Board. The Managing Agent shall perform such duties and services as the Executive Board shall authorize, including, but not limited to, all of the duties listed in the Act, the Declaration and these Bylaws; provided, however, where a Managing Agent does not have the power to act under the Act, the Declaration, the Articles of Incorporation, or these Bylaws, such duties shall be performed as advisory to the Executive Board. Any contract with the Managing Agent must provide that it may be terminated with or without cause on no more than 30 days written notice and without payment of a termination fee. The term of any such contract may not exceed three years.

ARTICLE IV

OFFICERS

4.1 **Officers Generally: Election.** The executive officers of the corporation shall be elected by the Unit Owners at the annual meeting of the Unit Owners of the corporation, and shall be a President, Vice President, Secretary, Treasurer and such other officers and assistant officers as the needs of the corporation may require. The President, Vice President, and Secretary shall be natural persons of full age; the Treasurer, however, may be a corporation, but if a natural person, shall be of full age. They shall hold their offices for a term of one year coinciding with the fiscal year and shall have such authority and shall perform such duties as are provided by the By-Laws and as shall from time to time be prescribed by the By-Laws. It shall not be necessary for the officers to be directors and any number of offices may be held by the same person. The Executive Board may secure the fidelity of any or all such officers by bond or otherwise. None of the officers of the Corporation shall receive a salary or compensation for their services as an officer.

4.2 **President.** The president shall be the chief executive officer of the corporation and shall control and manage its property, business and affairs, subject to the policies and directions of the Executive Board. He shall be ex-officio a member of all committees.

4.3 **Vice-President.** The vice-president shall perform such duties as may be assigned by the president, subject to the policies and directions of the Executive Board.

4.4 **Secretary.** The secretary shall keep the minutes of all meetings of the Executive Board and shall have charge and custody of the seal, if any, and records of the Executive Board and the Association.

4.5 **Treasurer.** The treasurer shall have charge and custody of all funds of the Association, shall maintain an accurate accounting system and shall present financial reports to the Executive Board in such manner and form as the Executive Board may from time to time determine.

ARTICLE V

COMMITTEES

5.1 **Executive Committees.** The Executive Board, by resolution adopted by a majority of the directors in office, may designate and appoint one or more committees, which committee, to the extent provided in said resolution, shall have and exercise the authority of the Executive Board in the management of the Association; provided, however, that no such committee shall have the authority of the Executive Board in reference to amending, altering or repealing the By-Laws; electing, appointing or removing any member of the executive committee or any director or officer of the Association; amending the articles of incorporation of the Association; adopting a plan of merger or adopting a plan of consolidation with another Association; authorizing the sale, lease, exchange or mortgage of all or substantially all of the property and assets of the Association; authorizing the voluntary dissolution of the Association or revoking proceedings therefor; adopting a plan for the distribution of the assets of the

Association; or taking action on matters committed by the By-Laws or resolution of the Executive Board to another committee of the Executive Board.

5.2 **Removal and Replacement.** The Executive Board may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of a member of a committee, the member or Unit Owners thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another director to act at the meeting in the place of any absent or disqualified member. Each committee of the Executive Board shall serve at the pleasure of the Executive Board.

5.3 **Term of Office.** Each member of a committee shall continue as such until the next annual meeting of the directors of the Association and until his successor is appointed unless the committee shall be sooner terminated, or unless such member be removed from such committee.

5.4 **Quorum.** Unless otherwise provided in the resolution of the Executive Board designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the Unit Owners present at a meeting at which a quorum is present shall be the act of the committee.

ARTICLE VI

INDEMNIFICATION

6.1 **Right to Indemnification.** The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that such person is or was a director or officer of the Association, or while a director or officer of the Association, is or was serving at the request of the Association as a director or officer of another Association, partnership, joint venture, trust, or other enterprise, including an employee benefit plan, against expenses (including attorneys' fees), judgments, fines, and amount paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding, whether or not the indemnified liability arises or arose from any threatened, pending or completed action by or in the right of the Association, to the extent that such person is not otherwise indemnified and to the extent that such indemnification is not prohibited by applicable law.

6.2 **Advance of Expenses.** Expenses incurred by a director or officer in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the director or officer to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified by the Association.

6.3 **Procedure for Determining Permissibility.** To determine whether any indemnification or advance of expenses under this Article VI is permissible, the Executive Board

by a majority vote of a quorum consisting of directors not parties to such action, suit or proceeding may, and on request of any person seeking indemnification or advance of expenses shall be required to, determine in each case whether the applicable standards in any applicable statute have been met, or such determination shall be made by independent legal counsel if such quorum is not obtainable, or, even if obtainable, majority vote of a quorum of disinterested directors so directs. The reasonable expenses of any director or officer in prosecuting a successful claim for indemnification, and the fees and expenses of any special legal counsel engaged to determine permissibility of indemnification or advance of expenses, shall be borne by the Association.

6.4 **Contractual Obligation.** The obligations of the Association to indemnify a director or officer under this Article VI, including the duty to advance expenses, shall be considered a contract between the Association and such director or officer, and no modification or repeal of any provision of this Article VI shall effect, to the detriment of the director or officer, such obligations of the Association in connection with a claim based on any act or failure to act occurring before such modification or repeal.

6.5 **Indemnification Not Exclusive; Inuring of Benefits.** The indemnification and advancement of expenses provided by this Article VI shall not be deemed exclusive of any other right to which one indemnified may be entitled under any agreement, vote of Unit Owners or directors or otherwise, both as to action in such person's official capacity as to action in another capacity while holding such office, and shall inure to the benefit of the heirs, executors and administrators of any such person.

6.6 **Insurance, Security and Other Indemnification.** The Executive Board shall have the power to (i) authorize the Association to purchase and maintain, at the Association's expense, insurance on behalf of the Association and others to the extent that power to do so has not been prohibited by applicable law, (ii) create any fund of any nature, whether or not under the control of a trustee, or otherwise secure any of its indemnification obligations; and (iii) give other indemnification to the extent not prohibited by statute.

ARTICLE VII

COMPLIANCE AND DEFAULT

7.1 **Relief.** each Unit Owner shall be governed by and shall comply with, all of the terms of the Declaration, Articles of Incorporation of the Association, these Bylaws, the Rules and Regulations and the Act, as any of the same may be amended from time to time. In addition to the remedies provided in the Act and the Declaration, a default by a Unit Owner shall entitle the Association, acting through its Executive Board or through the Managing Agent, to the following relief:

(a) *Additional Liability.* Each Unit Owner shall be liable for the expense of all maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or the act, neglect or carelessness of his tenants, guests, invites or licensees, but only to the extent that such expense is not covered by the proceeds of insurance carried by the Executive Board. Such liability shall include an increase, in casualty insurance premiums occasioned by improper use, misuse, occupancy or abandonment of any Unit or its appurtenances. Nothing

contained herein, however, shall be construed as modifying any waiver by any insurance company of its rights of subrogation.

(b) Costs and Attorneys Fees. In any proceedings arising out of any alleged default by a Unit Owner, the prevailing party shall be entitled to recover the costs of such proceeding and such reasonable attorneys fees as may be determined by the court.

(c) No Waiver of Rights. The failure of the Association, the Executive Board or of a Unit Owner to enforce any right, provision, covenant or condition which may be granted by the Declaration, these Bylaws, the Executive Board Rules and Regulations or the Act shall not constitute a waiver of the right of the Association, the Executive Board or the Unit Owner to enforce such right, provision, covenant or condition in the future. All rights, remedies and privileges granted to the Association, the Executive Board or any Unit Owner pursuant to any term, provision, covenant or condition of the Declaration, these Bylaws, the Rules and Regulations or the Act shall be deemed to be cumulative and the exercise of any one or more thereof shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other privileges as may be granted to such party by the Declaration, these Bylaws, the Rules and Regulations or the Act or at law or in equity.

(d) Abating and Enjoining Violations by Unit Owners. The violation of any of the Executive Board Rules and Regulations adopted by the Executive Board, the breach of any Bylaw contained herein or the breach of any provision of the Declaration, Articles of Incorporation of the Association, or the Act shall give the Executive Board the right, in addition to any other rights: (a) to enter the Unit in which, or as to which, such violation or breach exists and summarily to abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Executive Board shall not thereby be deemed guilty in any manner of trespass; or (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

(e) Additional Rights of Action. Any Unit Owner shall have a right of action against Unit Owners who fail to comply with the provisions of the Declaration, these Bylaws, the Executive Board Rules and Regulations, the Act or the decisions of the Executive Board.

ARTICLE VIII

AMENDMENT OF BY-LAWS

8.1 **Amendments.** These By-Laws may be altered, amended or repealed or new By-Laws may be adopted by the directors at any meeting of the Executive Board or by the Unit Owners at any meeting of the Unit Owners.

8.2 **Amendments to the Declaration.** Any two officers or Executive Board Unit Owners of the Association may prepare, execute, certify and record amendments to the Declaration on behalf of the Association.

ARTICLE IX

MISCELLANEOUS PROVISIONS

9.1 **Fiscal Year.** The fiscal year of the Association shall be fixed by resolution of the Executive Board, and in default thereof shall be the calendar year.

9.2 **Audit.** The Executive Board shall select an independent public accountant to audit the books and accounts of the Association every other fiscal year.

9.3 **Annual Report.** The Executive Board shall present annually to the Unit Owners a report in accordance with Section 5553 of the Nonprofit Association Law of 1988.

9.4 **Annual Financial Statements.** Within 180 days after the close of the fiscal year, the association shall prepare annual financial statements consisting of at least a balance sheet and a statement of revenues and expenses for the Association.

IN WITNESS WHEREOF, the undersigned members of the Executive Board adopt the within as Bylaws this 16th day of January, 2004.

EXECUTIVE BOARD OF STEARNS CROSSING
HOMEOWNERS ASSOCIATION, INC.

By: _____

Name _____

Title _____