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LRB 1458
Page 267
10/01/01

**AMENDED
DECLARATION OF
LITTLE CREEK FARMS, A PLANNED COMMUNITY**

2-E

THIS DECLARATION is made on the date hereinafter set forth by **Little Creek Associates Limited Partnership**, hereinafter referred to as "the Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the Township of West Manchester, County of York, Commonwealth of Pennsylvania, which is more particularly described in Exhibit "A", attached hereto and made a part hereof; and

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

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

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

**ARTICLE I
DEFINITIONS**

1.01. "Association" shall mean and refer to Little Creek Farms Homeowners Association, its successors and assigns.

1.02. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described in Exhibit "B", which is attached hereto and made a part hereof.

1.03. "Declarant" shall mean and refer to Little Creek Associates Limited Partnership, its successors and assigns if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

1.04. "Lot" shall mean and refer to any plot of land or parcel shown on any recorded subdivision map of the properties with the exception of the Common Area. The delineation of the boundaries of each lot in Phase I are as set forth on the final subdivision plan for Little Creek Farms dated December 27, 1999, as prepared by Gordon L. Brown & Associates, Inc. and approved by the Board of Supervisors of West

Manchester Township and recorded in the Office of the Recorder of Deeds for York County, Pennsylvania at Plan Book QQ, Page 902 or Plan Book RR, Page 104 and the Final Plan of Little Creek dated December 22, 2000, as prepared by Gordon L. Brown & Associates, Inc. and approved by the Board of Supervisors of West Manchester Township and recorded in the Office of the Recorder of Deeds for York County, Pennsylvania at Plan Book RR, Page 346.

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

1.06. "Planned Community" shall mean and refer to Little Creek Farms, a Planned Community, its successors and assigns.

1.07. "Properties" shall mean and refer to that certain real property described more fully in Exhibit "A", attached hereto and made a part hereof, along with such additions thereto as may hereafter be brought within the confines of the Planned Community.

ARTICLE II PROPERTY RIGHTS

Owners' Easements of Enjoyment

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

The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

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

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

Class A

(1) All Lot owners other than Developer shall be Class A Members and shall be entitled to one vote (per Lot owned) on each matter submitted to a vote at a meeting of the Members, subject to the following exceptions and conditions:

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

Class B

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

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

ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

Creation of the Lien and Personal Obligation of Assessments

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

Purpose of Assessments

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

Maximum Annual Assessment

4.03. Until January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment shall be \$80.00 per Lot. The Declarant will be responsible for the maximum annual assessment for each lot owned by the Declarant.

(1) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than five percent (5%) above the maximum assessment for the previous year without a vote of the membership.

(2) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above five percent (5%) by the vote of

two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

Special Assessments for Capital Improvements

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

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

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

Uniform Rate of Assessment

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

Date of Commencement of Annual Assessments: Due Dates

4.07. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, on demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Effect of Nonpayment of Assessments: Remedies of the Association

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

Subordination of the Lien to Mortgage

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

ARTICLE V OTHER PROVISIONS

Maximum Number of Lots

5.01. The Planned Community will consist of a maximum of one hundred twenty-eight (128) single-family residential units located on the Lots in Phase I and II. In addition, the Planned Community will include the Common Area more fully described in Exhibit "B".

Recorded Easements and Licenses

5.02. The Planned Community, and the Properties therein, are subject to certain recorded easements and licenses, as more fully set forth in Exhibit "C", attached hereto and made a part hereof.

Master Association

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

by the numerator being one and denominator being the total number of Lots controlled by the Master Association.

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

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

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

Any assurances made will not apply if the other planned communities are not merged or consolidated with Little Creek Farms.

Conveyance of Common Area to Association

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

Other Covenants and Restrictions for the Planned Community

5.05. Nothing in this Declaration shall be construed to limit or otherwise adversely affect the continuing existence and enforceability of certain covenants and restrictions previously placed of record by the Declarant with respect to the properties comprising the Planned Community. The Amended Covenants and Restrictions were dated July 26, 2001, and recorded in the Office of the Recorder of Deeds in and for York County, Pennsylvania in Record Book 1458, at Page 237.

5.06. The existing farm house property (Lot #129) and the adjoining access lane shall not be subject to the Covenants and Restrictions but will be responsible for the Common Area fee due to the Association for the maintenance of the Common Area.

ARTICLE VI

Additional Real Estate

6.01. The Declarant reserves the right to create additional Lots and Limited Common Elements located on Additional Real Estate. This option to add Additional Real

Estate will expire December 31, 2007 unless earlier terminated by Declarant. There are no limitations on this option. As additional Lots are added, voting strength and share of Common Area liability is automatically decreased in direct proportion to the number of Lots added. No assurances are made as to the order in which portions of the Additional Real Estate will be added and when any portion is added there is no requirement that all or particular portions must be added.

ARTICLE VII

GENERAL PROVISIONS

Enforcement

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

Severability

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

Amendment

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

Water Company Easement

7.04 By an Agreement dated September 9, 1999 by and between the Declarant and West Manchester Township Sewer Authority, Declarant has granted perpetual easements and rights-of-way on which will be constructed a wellhead, a 20' x 20' pump house, a water main from the wellhead, and will provide appropriate rights-of-way for access, utilities and water main construction across the Planned Community.

Insurance

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

Pledge of Collateral

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

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto caused its General Partner to set his hand and seal on this 26th day of July, 2001.

Witness:

**LITTLE CREEK ASSOCIATES
LIMITED PARTNERSHIP**

Randa K. Miller

By: Frederick L. Barton
Frederick L. Barton, General Partner

FLB

COMMONWEALTH OF PENNSYLVANIA

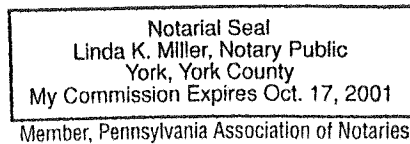
SS:

COUNTY OF YORK

On this 5th day of August, 2001, before me, the undersigned office, a Notary Public, personally appeared **Frederick L. Barton**, General Partner of **Little Creek Associates Limited Partnership**, and he, as General Partner being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

Notary Public Linda K. Miller



After recording, please hold for:

Peter R. Andrews, Esquire
CGA Law Firm
Countess Gilbert Andrews, PC
29 North Duke Street
York, Pa 17401

**JOINDER OF LOT OWNERS OF
LITTLE CREEK FARMS, A PLANNED COMMUNITY**

WHEREAS, by certain Declaration of Little Creek Farms, a Planned Community dated August 25, 2000, Little Creek Associates Limited Partnership (the "Declaration"), hereafter referred to as "Declarant", submitted certain properties located in West Manchester Township, York County, Pennsylvania, for the purpose of a planned community to be known as Little Creek Farms; and

WHEREAS, the Declaration was recorded in the Office of the Recorder of Deeds in and for York County, Pennsylvania on August 25, 2000, in Land Record Book 1408, Page 6448, and this Amended Declaration is about to be recorded in the Office of the Recorder of Deeds in and for York County, Pennsylvania; and

WHEREAS, the Declarant wishes to amend the Declaration and has requested that those individuals and entities who have purchased lots in the Planned Community join in this Agreement for the purpose of binding themselves, their heirs, successors and assigns to the terms and conditions of this Amended Declaration; and

WHEREAS, the following parties agree to join in this Agreement for the purposes of binding themselves, their heirs, successors and assigns to the terms and conditions of this Amended Declaration.

NOW, THEREFORE, the following undersigned entities join in this Amended Declaration for the purpose of binding themselves, their heirs, successors and assigns to the terms and conditions of this Amended Declaration.

IN WITNESS WHEREOF, the authorized signatories of the undersigned entities have caused this Joinder to be executed this 26th day of July, 2001.

Witness:

Attest:

Jinda K. Meyer

CHERRY HILL BUILDING CORP.

By: B. B. Byt

(Vice) President
BRIAN PEYDERCIST

Witness:

Jinda K. Meyer

BOLL PROPERTIES

By: Albert A. Boll, Jr.

General Partner

Attest:

Mary E. Poole

RICHARD D. POOLE, INC.

By: Richard D. Poole

Richard D. Poole, CEO

Witness:

Mary E. Pool

Witness:

Brenda K. Meyer

Witness:

Brenda K. Meyer

Witness:

Karen Hill

Witness:

Brenda K. Meyer

Witness:

Burt

POOLE DEVELOPMENT COMPANY,
LLC

By:

Richard D. Poole
Richard D. Poole, Manager

Frederick L. Barton

Frederick L. Barton

Martine T. Barton

Martine T. Barton

John H. DuVal

John H. DuVal

Beverly H. DuVal

Beverly H. DuVal

Christopher A. Keller

Christopher A. Keller

Kris E. Keller

Kris E. Keller

Frank J. Iati

Frank J. Iati

Vincent J. Battistelli

Vincent J. Battistelli

Rose Q. Battistelli

Rose Q. Battistelli

Witness:

Linda K. Muller

Witness:

Linda K. Muller

Witness:

Linda K. Muller

Witness:

Graig S. Shatt

Jerry Grabosch
Jerry Grabosch
Charlene M. Grabosch
Charlene N. Grabosch

James A. Root
James A. Root
Susan L. Zeigler
Susan L. Zeigler

Douglas A. Baker
Douglas A. Baker
Amy L. Baker
Amy L. Baker

Thomas J. Garrett
Thomas J. Garrett

Patricia A. Garrett
Patricia A. Garrett

COMMONWEALTH OF PENNSYLVANIA:

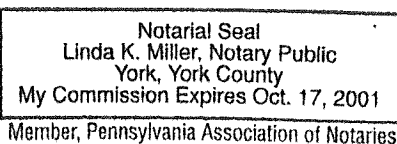
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COUNTY OF YORK

On this, 5th day of August, 2001, before me, the undersigned officer, a Notary Public, personally appeared BRIAN PENDERGAST, who acknowledged himself to be the (Vice) President of **Cherry Hill Building Corp.**, a Pennsylvania corporation, and he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

Linda K. Miller
Notary Public



COMMONWEALTH OF PENNSYLVANIA:

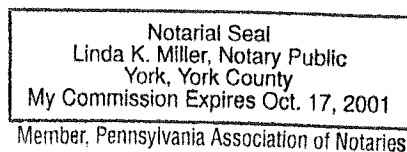
: SS.

COUNTY OF YORK

On this, 5th day of August, 2001, before me, the undersigned officer, a Notary Public, personally appeared ALBERT A. GOLL, SR., who acknowledged himself to be a General Partner of **Boll Properties**, a Pennsylvania general partnership, and he, as such General Partner, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

Linda K. Miller
Notary Public



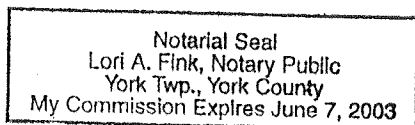
COMMONWEALTH OF PENNSYLVANIA:

: SS.

COUNTY OF YORK

On this, 26th day of July, 2001, before me, the undersigned officer, a Notary Public, personally appeared Richard D. Poole who acknowledged himself to be the CEO of **Richard D. Poole, Inc.**, a Pennsylvania corporation, and he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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



Lori A. Fink
Notary Public

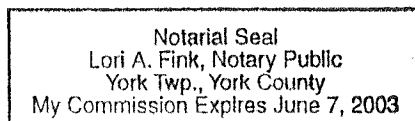
COMMONWEALTH OF PENNSYLVANIA:

: SS.

COUNTY OF YORK

On this, 26th day of July, 2001, before me, the undersigned officer, a Notary Public, personally appeared Richard D. Poole, who acknowledged himself to be the Manager of **Poole Development Company, LLC**, a Pennsylvania limited liability company, and he, as such Manager, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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



Lori A. Fink
Notary Public

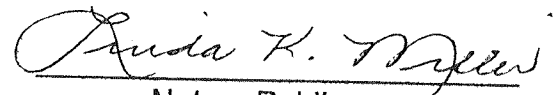
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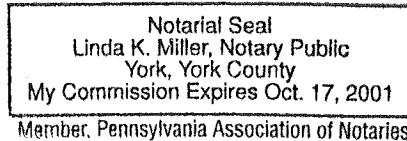
: ss.

COUNTY OF YORK

On this, the 5th day of August, 2001, before me, a notary public, the undersigned officer, personally appeared **Frederick L. Barton and Martine T. Barton, his 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 purposes therein contained.

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


Notary Public



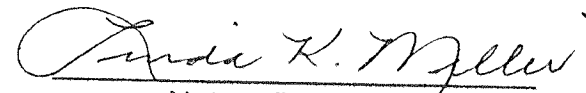
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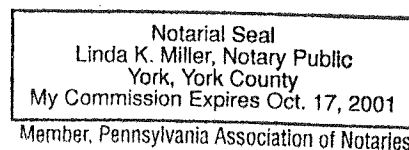
: ss.

COUNTY OF YORK

On this, the 5th day of August, 2001, before me, a notary public, the undersigned officer, personally appeared **John H. DuVal and Beverly H. DuVal, his 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 purposes therein contained.

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


Notary Public



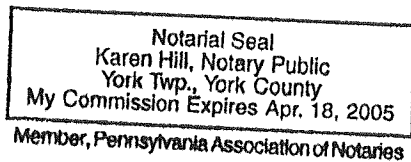
COMMONWEALTH OF PENNSYLVANIA:

: ss.

COUNTY OF YORK

On this, the 30th day of August, 2001, before me, a notary public, the undersigned officer, personally appeared **Christopher A. Keller and Kris E. Keller, his 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 purposes therein contained.

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



Karen Hill
Notary Public

COMMONWEALTH OF PENNSYLVANIA:

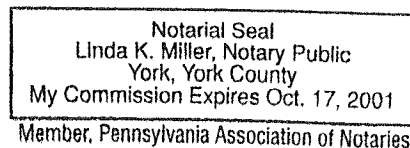
: ss.

COUNTY OF YORK

On this, the 5th day of August, 2001, before me, a notary public, the undersigned officer, personally appeared **Frank J. Iati, married man**, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

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

Linda K. Miller
Notary Public



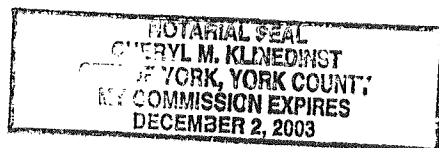
COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF YORK

: ss.

On this, the 20 day of September, 2001, before me, a notary public, the undersigned officer, personally appeared **Vincent J. Battistelli and Rose C. Battistelli, his 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 purposes therein contained.

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



Cheryl M. Klindinst
Notary Public

COMMONWEALTH OF PENNSYLVANIA:

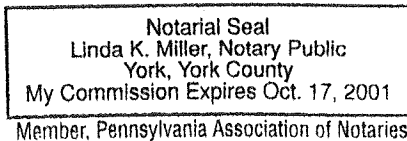
COUNTY OF YORK

: ss.

On this, the 8th day of August, 2001, before me, a notary public, the undersigned officer, personally appeared **Jerry Grabosch and Charlene N. Grabosch, his 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 purposes therein contained.

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

Linda K. Miller
Notary Public



COMMONWEALTH OF PENNSYLVANIA:

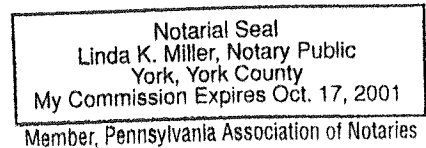
: ss.

COUNTY OF YORK

On this, the 8th day of August, 2001, before me, a notary public, the undersigned officer, personally appeared **JAMES A. ROOT, single man and SUSAN L. ZEIGLER, single woman**, 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 purposes therein contained.

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

Linda K. Miller
Notary Public



COMMONWEALTH OF PENNSYLVANIA:

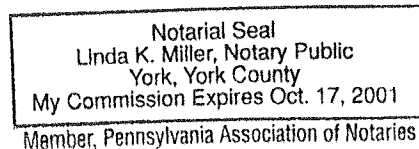
: ss.

COUNTY OF YORK

On this, the 5th day of August, 2001, before me, a notary public, the undersigned officer, personally appeared **Douglas A. Baker and Amy L. Baker, his 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 purposes therein contained.

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

Linda K. Miller
Notary Public



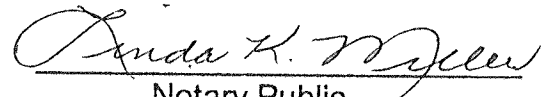
COMMONWEALTH OF PENNSYLVANIA:

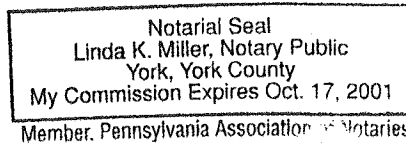
: ss.

COUNTY OF YORK

On this, the 23RD day of August, 2001, before me, a notary public, the undersigned officer, personally appeared **Thomas J. Garrett and Patricia A. Garrett, his 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 purposes therein contained.

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


Notary Public



ALL the following described parcels of land:

PARCEL NO. 1:

ALL the following described four tracts of land situate in West Manchester Township, York County, Pennsylvania, bounded, limited and described as follows, to wit:

TRACT NO. 1: BEGINNING at a stone; thence by Tract No. 2 south fifty-one degrees east twenty-seven and eight-tenths perches to a stone in the Bull Road; thence by the same and lands now or formerly of George Ammon south twenty-five and three-fourths degrees east twenty-four and six-tenths perches to a stone; thence by other part of the tract of which this was a part south fifty-two degrees west thirty-two perches to a stone; thence north thirty-nine degrees west forty-eight perches to a stone; thence north fifty-nine and one-half degrees east seven and eight-tenths perches to a stone; thence north thirty-four and three-fourth degrees east eight and two-tenths perches to a walnut; thence north forty-six and one-fourth degrees east fifteen and eight-tenths perches to the place of BEGINNING. CONTAINING ten acres and twenty-four perches neat measure.

TRACT NO. 2: BEGINNING at a stone in the Bull Road; thence by Tract No. 1 north fifty-seven and one-fourth degrees west twenty-eight and thirty-six hundredths perches to a post; thence by lands now or formerly of Peter Rebman north forty-two degrees east one and thirty-six hundredths perches to a stone; thence by ~~lands now or formerly of Jacob Rebman south fifty-four and five-eighth degrees east twenty-eight and twelve-hundredths perches to~~ the place of BEGINNING. CONTAINING nineteen perches neat measure.

TRACT NO. 3: BEGINNING at a stone; thence by lands now or formerly of William Reisinger north fifty-four and seven-eighth degrees east seven and eight-tenth perches to a stone; thence by the same north thirty-one and one-fourth degrees east eight and eight-hundredths perches to a stone; thence by the same north forty-one degrees east fifteen and eight-tenths perches to a stone; thence by lands now or formerly of Peter Rebman north forty-eight and three-fourth degrees west five and thirty-four hundredths perches to a stone; thence by the same south sixty-three and one-fourth degrees west eleven perches to a stone; thence by Little Conewago Creek on the south bank of said creek by lands now or formerly of Peter Rebman south five degrees east ten and five-tenths perches to a point; thence by the same south twenty-six and three-fourths degrees west five and twenty-six hundredths perches to a point; thence by the same south forty-nine and one-half degrees west four and sixty-eight hundredths perches to a point; thence by the same south sixty-nine and seven-eighth degrees west four and fifty-two hundredths perches to a stone; thence by land now or formerly of Rolandus Lau south forty-three degrees east two and ninety-four hundredths perches to a stone and the place of BEGINNING. CONTAINING one hundred forty-four and six-tenths perches neat measure.

TRACT NO. 4: BEGINNING at a peg at lands now or formerly of Peter Rebman; thence extending along lands now or formerly of Peter Rebman north thirty-nine and three-fourths degrees east twenty-eight feet to a stone in the Bull Road; thence along said Bull Road south fifty and one-eighth degrees east three hundred eighty-one and five-tenths feet to a peg; thence along lands now or formerly of William Reisinger north fifty-four and five-eighth degrees west three hundred eighty-three and seventy-five hundredths feet to a peg and place of BEGINNING. CONTAINING nineteen perches neat measure.

IT BEING the same premises which Mary Allen B. Reid, widow, by her deed dated June 7, 1996 and recorded in the Recorder's Office in and for York County, Pennsylvania, in Book 1264, Page 862, granted and conveyed unto Frederick L. Barton and Martine T. Barton, husband and wife, MORTGAGORS HEREIN.

FARCEL NO. 2:

ALL that certain tract of land, with the improvements thereon erected, situate, lying and being in West Manchester Township, York County, Pennsylvania, bounded and limited as follows, to wit:

BEGINNING at a stone at lands now or formerly of John Grim and the Little Conewago Creek; thence along the Little Conewago Creek, South eighty-four and one-fourth ($84-1/4$) degrees West, twelve and seven-tenths (12.7) perches; thence along same, South ~~seventy-four and one-fourth ($74-1/4$) degrees West~~, four and sixty-six one-hundredths (4.66) perches to a point; thence along same, South sixty-six and three-fourths ($66-3/4$) degrees West, twelve and thirty-two one-hundredths (12.32) perches to a point; thence along same, South forty-nine and three-fourths ($49-3/4$) degrees West, twenty (20) perches to a point; thence along same, South eighteen and one-fourth ($18-1/4$) degrees West, four and fourteen one-hundredths (4.14) perches to a point; thence along same, South five and three-fourths ($5-3/4$) degrees East eleven and eighty-eight one-hundredths (11.88) perches to a point; thence along same, South twelve (12) degrees West, eight and eighty-four one-hundredths (8.84) perches to a point; thence along same, South twenty-six and one-half ($26-1/2$) degrees West, eight and fifty-six one-hundredths (8.56) perches to a point; thence along same, South fifty-three and three-eighths ($53-3/8$) degrees West, nine and forty-six one-hundredths (9.46) perches to a point; thence along same, South forty-one and one-fourth ($41-1/4$) degrees West, nine and seven-tenths (9.7) perches to a point; thence along same, South one-half ($1/2$) degrees East, six and eighty-six one-hundredths (6.86) perches to a point; thence along same, South twenty-three (23) degrees West, eleven and four-tenths (11.4) perches to a point; thence along same, South thirty-nine and three-fourths ($39-3/4$) degrees West, nine and six-tenths (9.6) perches to a point; thence along same, South sixteen and three-eighths ($16-3/8$) degrees West, twenty-one and eight one-hundredths (21.08) perches to a point; thence along

same, South thirty and seven-eighths ($30\frac{7}{8}$) degrees West, twenty-six and seventy-eight one-hundredths (26.78) perches to a point; thence along the same, South forty-three and three-eighths ($43\frac{3}{8}$) degrees West, seven (07) perches to a point; thence along same, South twenty and one-eighth ($20\frac{1}{8}$) degrees West, four and ninety-six one-hundredths (4.96) perches to a point; thence along same, South eighteen and one-half ($18\frac{1}{2}$) degrees East, three and fifty-two one-hundredths (3.52) perches to a stone at corner of lands now or formerly of John Zimmerman; thence along lands now or formerly of John Zimmerman, South eighty-four and one-fourth ($84\frac{1}{4}$) degrees East, fifty-one and seventy-six one-hundredths (51.76) perches to a stone; thence along lands now or formerly of Willis Adams, North forty-three (43) degrees East, thirty (30) perches to a stone; thence along same, South seventy and one-fourth ($70\frac{1}{4}$) degrees East, thirteen and sixteen one-hundredths (13.16) perches to a stone; thence along same, North forty-one and one-fourth ($41\frac{1}{4}$) degrees East, one hundred two and forty-four one-hundredths (102.44) perches to an iron pin at lands now or formerly of Katie N. Wintermyer and William H. Wintermyer, her husband (of which this was a part) ; extending thence along said last mentioned lands, North forty-three (43) degrees thirty (30) minutes West, two hundred sixteen (216) feet to a stone; thence along same, North forty-three (43) degrees West, thirteen (13) perches to a stone; thence North forty-seven and five-eighths ($47\frac{5}{8}$) degrees East, thirty-two and two-tenths (32.2) perches to a stone in Bull Road; thence North twenty-nine and three-eighths ($29\frac{3}{8}$) degrees West, eighty-four one-hundredths (0.84) perches to a stone; ~~thence South forty-seven and five-eighths ($47\frac{5}{8}$) degrees West, thirty-two and four-tenths (32.4) perches along lands now or formerly of John Grim to a stone; thence along the same, North~~ forty-three (43) degrees West, fifty and seventy-four one-hundredths (50.74) perches to the place of BEGINNING. CONTAINING 74 acres and 78 perches of land, neat measure.

IT BEING the same premises which Homer Forbes and Dixie L. Forbes, husband and wife, by deed dated April 21, 1992 and recorded in the Recorder's office in and for York County, Pennsylvania, in Book 366, Page 1118, granted and conveyed unto Frederick L. Barton and Martine T. Barton, husband and wife, MORTGAGORS HEREIN.

LESS, HOWEVER, an adverse conveyance from Frederick L. Barton and Martine T. Barton, his wife, by deed dated May 26, 1994 and recorded in the Recorder's Office in and for York County, Pennsylvania, in Book 903, Page 256, granted and conveyed unto Jan R. Dell and Felicia S. Dell, his wife. Containing 2.052 acres and being Lot No. 2 on a Final Subdivision Plan of "Forbes Tract" f or Frederick L. and Martine T. Barton, by Land Survey Consultants, Inc., dated November 18, 1993, as last revised December 16, 1993, bearing Job No. 551-2A, and as recorded in York County Recorder of Deeds Plan Book MM, Page 708.

PARCEL NO. 3

ALL the following described tract of land, with the improvements thereon erected, situated, lying and begin in West Manchester Township, York County, Pennsylvania, bounded, limited and described as follows; to wit

BEGINNING at a point in Bull Road (LR 66102) at land now or formerly of David E. Barshinger; thence along said land, through an iron pipe set back twenty-two and sixty-three one-hundredths (22.63) feet from the beginning point, South forty-six (46) degrees four (04) minutes fifty (50) seconds West, Four hundred eighty-four and thirty-seven one-hundredths (484.37) feet to an iron pin at other land now or formerly of Willis R. Stambaugh and Dorothy J. Stambaugh, his wife; thence along said other land now or formerly of Willis R. Stambaugh and Dorothy J. Stambaugh, his wife, North forty-three (43) degrees zero (0) minutes zero (0) seconds West, Two hundred eleven and zero one-hundredths (211.00) feet to an iron pin at other lands now or formerly of Willis R. Stambaugh and Dorothy J. Stambaugh, his wife; thence along said other lands now or formerly of Willis R. Stambaugh and Dorothy J. Stambaugh, his wife, North forty-six (46) degrees forty-four (44) minutes thirty (30) seconds East, Five hundred thirty and thirty-nine one-hundredths (530.39) feet, through an iron pin set back eighteen and sixty-seven one-hundredths (18.67) feet to a point in the center of Bull Road; thence along and through the center line of Bull Road, South thirty (30) degrees twenty-seven (27) minutes zero (00) seconds East, Two hundred ten and sixty-five one-hundredths (210.65) feet to the point and place of BEGINNING. Containing 2.424 acres.

IT BEING the same premises which Keith E. Barshinger and Christine K. Stump, now Christine K. Barshinger, husband and wife, by their Deed dated the 11th day of November, 1998, and recorded in the Office of the Recorder of Deeds, in and for York County, Pennsylvania, in Land Record Book 1343, page 6627, granted and conveyed unto Frederick L. Barton and Martine T. Barton, his wife, Grantor herein.

Exhibit "A"

June 27, 2001

DESCRIPTION OF LOT NO. 131 IN LITTLE CREEK, PHASE II

Parcel No. 1

BEGINNING at a point on the west side of a fifty (50) foot wide street known as Farm Cross Way, said point being the northeast corner of Lot No. 57; thence along said lot No. 57, North eighty-eight (88) degrees, twenty-two (22) minutes, twenty-one (21) seconds West, one hundred twenty-five and zero one-hundredths (125.00) feet to a point; thence by the same and along Lot Nos. 56 and 55, South one (01) degree, thirty-seven (37) minutes, thirty-nine (39) seconds West, one hundred sixty-seven and sixty-three one hundredths (167.63) feet to a point; thence along Lot Nos. 55 to 44 inclusive, South forty-one (41) degrees, five (05) minutes, fifty-six (56) seconds West, eight hundred fifty-three and seventy-six one-hundredths (853.76) feet to a point; thence along Lot Nos. 44, 43, 42 and 41, South sixty-four (64) degrees, twenty (20) minutes, forty-one (41) seconds West, two hundred sixty-five and twenty-three one-hundredths (265.23) feet to a point; thence along Lot No. 105, North twenty-five (25) degrees, thirty-nine (39) minutes, nineteen (19) seconds West, fifty-three and sixty-eight one-hundredths (53.68) feet to a point; thence along Lot Nos. 104 and 103, North fourteen (14) degrees, forty-four (44) minutes, thirty-seven (37) seconds East, two hundred and zero one-hundredths (200.00) feet to a point; thence along Lot No. 103, North seventy-five (75) degrees, fifteen (15) minutes, twenty-three (23) seconds West, one hundred twenty-five and zero one-hundredths (125.00) feet to a point on the east side of a fifty (50) foot wide street known as Greenmeadow Drive; thence along the east side of said Greenmeadow Drive, North fourteen (14) degrees, forty-four (44) minutes, thirty-seven (37) seconds East, twenty and zero one-hundredths (20.00) feet to a point; thence along Lot Nos. 132 and 129, South seventy-five (75) degrees, fifteen (15) minutes, twenty-three (23) seconds East, one hundred forty-five and zero one-hundredths (145.00) feet to a point; thence along said Lot No. 129 the following five (5) courses and distances: (1) South fourteen (14) degrees, forty-four (44) minutes, thirty-seven (37) seconds West, two hundred twelve and sixty-four one-hundredths (212.64) feet; (2) South twenty-five (25) degrees, thirty-nine

(39) minutes, nineteen (19) seconds East, twenty-six and thirty-three one-hundredths (26.33) feet; (3) North sixty-four (64) degrees, twenty (20) minutes, forty-one (41) seconds East, two hundred forty-five and seventy-seven one-hundredths (245.77) feet; (4) North forty-one (41) degrees, thirty-nine (39) minutes, twenty (20) seconds East, three hundred twenty-five and seventy one-hundredths (325.70) feet; (5) North forty-four (44) degrees, thirty-five (35) minutes, fifty-nine (59) seconds West, one hundred eighty-one and sixty-two one-hundredths (181.62) feet to a point; thence along Lot Nos. 73 to 58 inclusive, North forty-six (46) degrees, twenty-two (22) minutes, fifteen (15) seconds East, one thousand three hundred twenty-nine and eighty-five one-hundredths (1,329.85) feet to a point on the southwest side of a fifty (50) foot wide street known as Greenmeadow Drive; thence along said Greenmeadow Drive, along the arc of a curve to the right having a radius of twenty (20) feet; a distance of twenty-six and thirty-six one-hundredths (26.36) feet; the chord of which is South eight (08) degrees, thirty-six (36) minutes, forty-eight (48) seconds West, twenty-four and forty-nine one-hundredths (24.49) feet to a point on the northwest side of above mentioned Farm Cross Way; thence along the northwest side of said Farm Cross Way, South forty-six (46) degrees, twenty-two (22) minutes, fifteen (15) seconds West, four hundred three and ninety-six one-hundredths (403.96) feet to a point; thence by the same, along the arc of a curve to the left having a radius of one hundred seventy-five and zero one-hundredths (175.00) feet; a distance of one hundred thirty-six and sixty-six one-hundredths (136.66) feet; the chord of which is South twenty-three (23) degrees, fifty-nine (59) minutes, fifty-seven (57) seconds West, one hundred thirty-three and twenty-two one-hundredths (133.22) feet to a point; thence along the west side of said Farm Cross Way, South one (01) degree, thirty-seven (37) minutes, thirty-nine (39) seconds West, seventy-six and fifty one one-hundredths (76.51) feet to a point the place of Beginning.

Containing 3.227 acres.

Dennis Potts
Chief-Of-Surveys

June 27, 2001

DESCRIPTION OF LOT NO. 131 IN LITTLE CREEK, PHASE II

Parcel No. 2

BEGINNING at a point on the west side of a sixty (60) foot wide public road known as Roosevelt Avenue Extended, said point being a corner of property belonging to David E. Barshinger; thence along said property belonging to David E. Barshinger, South forty-six (46) degrees, forty-two (42) minutes, nine (09) seconds West, four hundred fifty-three and fifty-two one-hundredths (453.52) feet to a point thence by the same, South forty-two (42) degrees, fifty-three (53) minutes, seventeen (17) seconds East, two hundred sixteen and zero one-hundredths (216.00) feet to a point; thence along property belonging to Calvary Baptist Church of York, South forty-one (41) degrees, five (05) minutes, fifty-six (56) seconds West, one thousand two hundred eighty-eight and eighty one-hundredths (1,288.80) feet to a point; thence along property belonging to Charles H. Grove, Jr., South forty-one (41) degrees, nineteen (19) minutes, six (06) seconds West, four hundred and sixty-eight one-hundredths (400.68) feet to a point; thence by the same, North seventy (70) degrees, twenty (20) minutes, twenty-eight (28) seconds West, two hundred sixteen and eighty-two one-hundredths (216.82) feet to a point; thence by the same, South forty-two (42) degrees, fifty-two (52) minutes, twenty-two (22) seconds West, four hundred ninety and eighty-one one-hundredths (490.81) feet to a point; thence along property belonging to Frances J. Zimmerman, North eighty-four (84) degrees, thirty-one (31) minutes, twenty-seven (27) seconds West, eight hundred fifty-four and four one-hundredths (854.04) feet to point; thence by the same, North eighteen (18) degrees, thirty-nine (39) minutes, fifty-nine (59) seconds West, fifty-eight and eight one-hundredths (58.08) feet to a point at the little Conewago Creek; thence in, through and along said little Conewago Creek the following twenty-one (21) courses and distances: (1) North nineteen (19) degrees, fifty-seven (57) minutes, thirty-one (31) seconds East, eighty-one and eighty-four one-hundredths (81.84) feet; (2) North forty-three (43) degrees, twelve (12) minutes, thirty-one (31) seconds East, one hundred fifteen and fifty one-hundredths (115.50) feet; (3) North thirty (30) degrees, forty-two (42) minutes,

thirty-one (31) seconds East, four hundred forty-two and twenty-seven one-hundredths (442.27) feet; (4) North sixteen (16) degrees, twelve (12) minutes, thirty-one (31) seconds East, three hundred forty-seven and eighty-two one-hundredths (347.82) feet; (5) North thirty-nine (39) degrees, thirty-five (35) minutes, one (01) second East, one hundred fifty-eight and forty one-hundredths (158.40) feet; (6) North twenty-two (22) degrees, fifty (50) minutes, one (01) second East, one hundred eighty-eight and ten one-hundredths (188.10) feet; (7) North zero (00) degrees, thirty-nine (39) minutes, fifty-nine (59) seconds West, one hundred thirteen and nineteen one-hundredths (113.19) feet; (8) North forty-one (41) degrees, five (05) minutes, one (01) second East, one hundred sixty and five one-hundredths (160.05) feet; (9) North fifty-three (53) degrees, twelve (12) minutes, thirty-one (31) seconds East, one hundred fifty-six and nine one-hundredths (156.09) feet; (10) North twenty-six (26) degrees, twenty (20) minutes, one (01) second East, one hundred forty-one and twenty-four one-hundredths (141.24) feet; (11) North eleven (11) degrees, fifty (50) minutes, one (01) second East, one hundred forty-five and eighty-six one-hundredths (145.86) feet; (12) North five (05) degrees, fifty-four (54) minutes, fifty-nine (59) seconds West, one hundred ninety-six and two one-hundredths (196.02) feet; (13) North eighteen (18) degrees, five (05) minutes, one (01) second East, sixty-eight and thirty-one one-hundredths (68.31) feet; (14) North forty-nine (49) degrees, thirty-five (35) minutes, one (01) second East, three hundred thirty and zero one-hundredths (330.00) feet; (15) North sixty-six (66) degrees, thirty-five (35) minutes, one (01) second East, two hundred three and twenty-eight one-hundredths (203.28) feet; (16) North seventy-three (73) degrees, fifty (50) minutes, fifty-seven (57) seconds East, seventy-six and eight one-hundredths (76.08) feet (17) North eighty-four (84) degrees, twenty-four (24) minutes, thirty-four (34) seconds East, two hundred nine and fifty-five one-hundredths (209.55) feet; (18) North seventy (70) degrees, two (02) minutes, forty-one (41) seconds East, seventy-four and fifty-eight one-hundredths (74.58) feet; (19) North forty-nine (49) degrees, forty (40) minutes, eleven (11) seconds East, seventy-seven and twenty-two one-hundredths (77.22) feet; (20) North twenty-six (26) degrees, fifty-five (55) minutes, eleven (11) seconds East, eighty-six and seventy-nine one-hundredths (86.79) feet; (21) North four (04) degrees, forty-nine (49) minutes, forty-nine (49) seconds West, one hundred seventy-three and twenty-five one-hundredths (173.25)

feet to a point; thence North sixty-three (63) degrees, twenty-five (25) minutes, eleven (11) seconds East, two hundred sixty-one and three one-hundredths (261.03) feet to a point on the west side of above mentioned Roosevelt Avenue Extended; thence along said Roosevelt Avenue Extended South forty-six (46) degrees, four (04) minutes, nine (09) seconds East, one hundred sixty-two and sixty-five one-hundredths (162.65) feet to a point; thence by the same, South forty-four (44) degrees, forty-six (46) minutes, fifty-three (53) seconds East, one hundred seventy-two and eighty one-hundredths (172.80) to a point; thence by the same, South thirty-nine (39) degrees, twenty-five (25) minutes, fifty (50) seconds East, one hundred forty-seven and ninety-nine one-hundredths (147.99) feet to a point; thence by the same, along the arc of a curve to the right having a radius of twenty-six and zero one-hundredths (26.00) feet; a distance of forty-three and eighteen one-hundredths (43.18) feet; the chord of which is South eight (08) degrees, nine (09) minutes, nine (09) seconds West, thirty-eight and thirty-nine one-hundredths (38.39) feet to a point on the north side of a fifty (50) foot wide street known as Little Creek Road; thence along the north side of said Little Creek Road, South fifty-five (55) degrees, forty-four (44) minutes, seven (07) seconds West, one hundred forty-nine and seventy-seven one-hundredths (149.77) feet to a point; thence by the same, along the arc of a curve to the left having a radius of one hundred seventy-five and zero one-hundredths (175.00) feet; a distance of nine and fifty-four one-hundredths (9.54) feet; the chord of which is South fifty-four (54) degrees, ten (10) minutes, twenty-three (23) seconds West, nine and fifty-four one-hundredths (9.54) feet to a point; thence along Lot 128, North thirty-four (34) degrees, fifteen (15) minutes, fifty-three (53) seconds West, eighty-five and fifty-one one-hundredths (85.51) feet to a point; thence by the same and along Lot No. 127, North seventy-nine (79) degrees, seven (07) minutes, thirty-six (36) seconds West, one hundred sixty-eight and sixty-four one-hundredths (168.64) feet to a point; thence along Lot Nos. 127 to 116 inclusive, South forty-seven (47) degrees, twenty-three (23) minutes, fifty-four (54) seconds West, one thousand three hundred seven and fifty-three one-hundredths (1,307.53) feet to a point; thence along Lot No. 116, South fourteen (14) degrees, forty-four (44) minutes, thirty-seven (37) seconds West, eleven and twenty-seven one-hundredths (11.27) feet to a point; thence by the same, South sixty-one (61) degrees, forty-five (45) minutes, forty-one (41) seconds East, one hundred forty-five and seven

one-hundredths (145.07) feet to a point on the west side of a fifty (50) foot wide street known as Greenmeadow Drive; thence along the west side of said Greenmeadow Drive, along the arc of a curve to the left having a radius of one hundred seventy-five and zero one-hundredths (175.00) feet; a distance of twenty and two one-hundredths (20.02) feet; the chord of which is South twenty-six (26) degrees, thirty-five (35) minutes, fifty-five (55) seconds West, twenty and one one-hundredth (20.01) feet to a point; thence along Lot No. 115, North sixty-one (61) degrees, forty-five (45) minutes, forty-one (41) seconds West, one hundred forty and eighty-five one-hundredths (140.85) feet to a point; thence along Lot Nos. 115 to 107 inclusive, South fourteen (14) degrees, forty-four (44) minutes, thirty-seven (37) seconds West, one thousand fifteen and sixty-four one-hundredths (1,015.64) feet to a point; thence along Lot No. 106, South twenty-eight (28) degrees, twenty-five (25) minutes, fifteen (15) seconds East, one hundred eighty and fifty-six one-hundredths (180.56) feet to a point; thence along Lot Nos. 38 to 33 inclusive, South forty-two (42) degrees, fifty-three (53) minutes, eleven (11) seconds West, five hundred and zero one-hundredths (500.00) feet to a point; thence along Lot No. 33, South forty-seven (47) degrees, six (06) minutes, forty-nine (49) seconds East, one hundred twenty-five and zero one-hundredths (125.00) feet to a point; thence North eighty-four (84) degrees, zero (00) minutes, thirty-three (33) seconds East, seventy-six and three one-hundredths (76.03) feet to a point on the cul-de-sac of a fifty (50) foot wide street known as Farm Cross Way; thence along said cul-de-sac, along the arc of a curve having a radius of fifty and zero one-hundredths (50.00) feet; a distance of one hundred fifty-seven and eight one-hundredths (157.08) feet; the chord of which is North forty-two (42) degrees, fifty-three (53) minutes, eleven (11) seconds East, one hundred and zero one-hundredths (100.00) feet to a point; thence along Lot No. 32, South forty-seven (47) degrees, six (06) minutes, forty-nine (49) seconds East, one hundred twenty-three and twelve one-hundredths (123.12) feet to a point; thence by the same, North sixty-four (64) degrees, twenty (20) minutes, forty-one (41) seconds East, five and ten one-hundredths (5.10) feet to a point; thence along Lot Nos. 32, 31, 29 and 28, North forty-two (42) degrees, fifty-three (53) minutes, eleven (11) seconds East, three hundred twenty and zero one-hundredths (320.00) feet to a point; thence along Lot Nos. 28 and 27, North fifty-eight (58) degrees, eight (08) minutes, thirty-three (33) seconds East, sixty-eight and

fifty-eight one-hundredths (68.58) feet to a point; thence along Lot No. 27, North forty-seven (47) degrees, fifty-two (52) minutes, fifty-seven (57) seconds East, seventy-nine and eighty-five one-hundredths (79.85) feet to a point; thence along Lot Nos. 27 and 26, South seventy (70) degrees, twenty (20) minutes, twenty-eight (28) seconds East, forty-five and eighty-nine one-hundredths (45.89) feet to a point; thence along Lot Nos. 26, 25 and 23, North sixty-four (64) degrees, twenty (20) minutes, forty-one (41) seconds East, two hundred seventy-eight and eighty-one one-hundredths (278.81) feet to a point; thence along Lot No. 22, along the arc of a curve to the left having a radius of three hundred ten and zero one-hundredths (310.00) feet; a distance of one hundred twenty-five and seventy-seven one-hundredths (125.77) feet; the chord of which is North fifty-two (52) degrees, forty-three (43) minutes, nineteen (19) seconds East, one hundred twenty-four and ninety-one one-hundredths (124.91) feet to a point; thence along Lot Nos. 22 and 21, North forty-one (41) degrees, five (05) minutes, fifty-six (56) seconds East, ninety-four and sixty-two one-hundredths (94.62) feet to a point; thence along Lot No. 21, North forty-eight (48) degrees, fifty-four (54) minutes, four (04) seconds West, one hundred twenty-five and zero one-hundredths (125.00) feet to a point; thence along the east side of the above mentioned fifty (50) foot wide street known as Farm Cross Way, North forty-one (41) degrees, five (05) minutes, fifty-six (56) seconds East, nineteen and sixty-eight one-hundredths (19.68) feet to a point; thence along Lot No. 20, South forty-eight (48) degrees, fifty-four (54) minutes, four (04) seconds East, one hundred twenty-five and zero one-hundredths (125.00) feet to a point; thence along Lot Nos. 20 to 10 inclusive, North forty-one (41) degrees, five (05) minutes, fifty-six (56) seconds East, nine hundred nine and seventy one-hundredths (909.70) feet to a point; thence along Lot Nos. 10 to 5 inclusive, North one (01) degree, thirty-seven (37) minutes, thirty-nine (39) seconds East, three hundred forty-six and sixty-three one-hundredths (346.63) feet to a point; thence along Lot No. 5, North forty-six (46) degrees, twenty-two (22) minutes, fifteen (15) seconds East, sixty-seven and twenty-eight one-hundredths (67.28) feet to a point; thence by the same, North forty-three (43) degrees, thirty-seven (37) minutes, forty-five (45) seconds West, one hundred twenty-five and zero one-hundredths (125.00) feet to a point; thence along the south side of the above mentioned fifty (50) foot wide street known as Farm Cross Way, North forty-six (46) degrees, twenty-two (22) minutes,

fifteen (15) seconds East, twenty and zero one-hundredths (20.00) feet to a point; thence along Lot No. 4, South forty-three (43) degrees, thirty-seven (37) minutes, forty-five (45) seconds East, one hundred twenty-five and zero one-hundredths (125.00) feet to a point; thence along Lot Nos. 4 to 1 inclusive, North forty-six (46) degrees, twenty-two (22) minutes, fifteen (15) seconds East, three hundred twenty and zero one-hundredths (320.00) feet to a point; thence along Lot No. 1, North forty-three (43) degrees, thirty-seven (37) minutes, forty-five (45) seconds West, one hundred twenty-five and zero one-hundredths (125.00) feet to a point; thence along the above mentioned fifty (50) foot wide street known as Farm Cross Way, North forty-six (46) degrees, twenty-two (22) minutes, fifteen (15) seconds East, one hundred forty-nine and eighty one-hundredths (149.80) feet to a point; thence by the same along the arc of a curve to the right having a radius of twenty-six and zero one-hundredths (26.00) feet; a distance of forty-seven and ten one-hundredths (47.10) feet; the chord of which is South eighty-one (81) degrees, forty-three (43) minutes, forty-three (43) seconds East, forty and ninety-two one-hundredths (40.92) feet to a point; thence along the west side of the above mentioned sixty (60) foot wide public road known as Roosevelt Avenue Extended, South twenty-nine (29) degrees, forty-nine (49) minutes, forty-one (41) seconds East, one hundred forty-one and thirty-eight one-hundredths (141.38) feet to a point the place of Beginning. Containing 35.319 acres.

Dennis Potts
Chief-Of-Surveys

June 28, 2001

DESCRIPTION OF LOT NO. 131 IN LITTLE CREEK, PHASE II

Parcel No. 3

BEGINNING at a point on the west side of a sixty (60) foot wide road known as Roosevelt Avenue Extended, said point being South thirty-two (32) degrees, eight (08) minutes, eight (08) seconds East, twenty-six and ninety-eight one-hundredths (26.98) feet from the southwest corner of said Roosevelt Avenue Extended and a fifty (50) foot wide street known as Little Creek Road; thence along the west side of said Roosevelt Avenue Extended, South thirty-two (32) degrees, eight (08) minutes, eight (08) seconds East, one hundred one and seven one-hundredths (101.07) feet to a point; thence by the same, South twenty-nine (29) degrees, one (01) minute, nine (09) seconds East, two hundred six and twenty-eight one-hundredths (206.28) feet to a point; thence by the same, along the arc of a curve to the right having a radius of twenty-six and zero one-hundredths (26.00) feet, a distance of thirty-seven and twenty-eight one-hundredths (37.28) feet, the chord of which is South twelve (12) degrees, three (03) minutes, thirty-three (33) seconds West, thirty-four and seventeen one-hundredths (34.17) feet to a point on the north side of a fifty (50) foot wide street known as Farm Cross Way; thence along the north side of said Farm Cross Way, along the arc of a curve to the left having a radius of one hundred seventy-five and zero one-hundredths (175.00) feet, a distance of twenty and sixty-seven one-hundredths (20.67) feet, the chord of which is South forty-nine (49) degrees, forty-five (45) minutes, fifteen (15) seconds West, twenty and sixty-six one-hundredths (20.66) feet to a point; thence by the same, South forty-six (46) degrees, twenty-two (22) minutes, fifteen (15) seconds West, eighty-five and six one-hundredths (85.06) feet to a point; thence by the same, along the arc of a curve to the right having a radius of thirty-five and zero one-hundredths (35.00) feet, a distance of fifty-four and ninety-eight one-hundredths (54.98) feet, the chord of which is North eighty-eight (88) degrees, thirty-seven (37) minutes, forty-five (45) seconds West, forty-nine and fifty one-hundredths (49.50) feet to a point on the east side of a fifty (50) foot wide street known as Greenmeadow Drive; thence along the east side of said Greenmeadow Drive, North

forty-three (43) degrees, thirty-seven (37) minutes, forty-five (45) seconds West, three hundred two and twenty-nine one-hundredths (302.29) feet to a point; thence by the same, along the arc of a curve to the left having a radius of one hundred seventy-five and zero one-hundredths (175.00) feet, a distance of ten and eighty-two one-hundredths (10.82) feet, the chord of which is North forty-five (45) degrees, twenty-three (23) minutes, fifty-nine (59) seconds West, ten and eighty-one one-hundredths (10.81) feet to a point; thence by the same, along the arc of a curve to the right having a radius of twenty and zero one-hundredths (20.00) feet, a distance of twenty-six and seventy-seven one-hundredths (26.77) feet, the chord of which is North eight (08) degrees, forty-nine (49) minutes, eleven (11) seconds West, twenty-four and eighty-two one-hundredths (24.82) feet to a point on the south side of above mentioned Little Creek Road; thence along the south side of said Little Creek Road, along the arc of a curve to the right having a radius of one hundred twenty-five and zero one-hundredths (125.00) feet, a distance of fifty-seven and seventeen one-hundredths (57.17) feet, the chord of which is North forty-two (42) degrees, thirty-seven (37) minutes, fifty-nine (59) seconds East, fifty-six and sixty-seven one-hundredths (56.67) feet to a point; thence by the same, North fifty-five (55) degrees, forty-four (44) minutes, seven (07) seconds East, one hundred fifty-one and forty-five one-hundredths (151.45) feet to a point; thence by the same, along the arc of a curve to the right having a radius of twenty-six and zero one-hundredths (26.00) feet, a distance of forty-one and eighty-one one-hundredths (41.81) feet, the chord of which is south seventy-eight (78) degrees, twelve (12) minutes, zero (00) seconds East, thirty-seven and forty-five one-hundredths (37.45) feet to a point the place of Beginning. Containing 1.729 acres.

Dennis Potts
Chief-Of-Surveys

June 28, 2001

DESCRIPTION OF LOT NO. 131 IN LITTLE CREEK, PHASE II

Parcel No. 4

BEGINNING at a point on the west side of a fifty (50) foot wide street known as Greenmeadow Drive, said point being the southwest corner of Lot No. 91; thence along the west side of said Greenmeadow Drive, South forty-three (43) degrees, thirty-seven (37) minutes, forty-five (45) seconds East, twenty and five one-hundredths (20.05) feet to a point; thence along Lot Nos. 90 to 76 inclusive, South forty-six (46) degrees, twenty-two (22) minutes, fifteen (15) seconds West, one thousand one hundred eighty-eight and ninety-seven one-hundredths (1,188.97) feet to a point; thence along Lot Nos. 75 and 74, North seventy-five (75) degrees, fifteen (15) minutes, twenty-three (23) seconds West, one hundred fifty-nine and eighteen one-hundredths (159.18) feet to a point on the east side of above mentioned Greenmeadow Drive; thence along the east side of said Greenmeadow Drive, North fourteen (14) degrees, forty-four (44) minutes, thirty-seven (37) seconds East, twenty and zero one-hundredths (20.00) feet to a point; thence along Lot No. 102, South seventy-five (75) degrees, fifteen (15) minutes, twenty-three (23) seconds East, one hundred twenty-two and eighty-six one-hundredths (122.86) feet to a point; thence along Lot Nos. 102 to 91 inclusive, North forty-seven (47) degrees, twenty-three (23) minutes, fifty-four (54) seconds East, one thousand one hundred ninety-one and eighteen one-hundredths (1,191.18) feet to a point the place of Beginning.
Containing 0.904 acre.

Dennis Potts
Chief-Of-Surveys

EXHIBIT "C"

**LIST OF RECORDED EASEMENTS AND LICENSES FOR LANDS CONTAINED
WITHIN LITTLE CREEK FARMS, A PLANNED COMMUNITY**

1. Rights granted to York Telephone & Telegraph Company as set forth in Record Book 43-W, Page 395, Record Book 59-O, Page 489 and Record Book 59-O, Page 491.
2. Rights granted to Edison Light & Power Company as set forth in Record Book 27-O, Page 249 and Record Book 27-O, Page 660.
3. Rights granted to Metropolitan Edison Company as set forth in Land Record Book 1405, Page 7119/GPU Energy as set forth in Land Record Book 1420, Page 41.
4. Use and Maintenance of Access Road as found in Land Record Book 903, Page 256 and Land Record Book 1346, Page 2280..
5. Right-of-Way Agreement by and between Pennfield Corporation and Little Creek Associates Limited Partnership dated November 30, 1999 and recorded in the Office of the Recorder of Deeds in and for York County, Pennsylvania, in Land Record Book 1384, Page 8271, as assigned to West Manchester Township Sewer Authority in land Record Book 1408, Page 6416..
6. Legal operation and effects of the plan notes, easements, conditions and encumbrances as shown on MM-708, QQ-902, QQ-941, RR-104, and RR-346.

**Little Creek Farms
Uniform Parcel Identifier Numbers**

51-000-46-0001	51-000-46-0002	51-000-46-0003	51-000-46-0004
51-000-46-0005	51-000-46-0006	51-000-46-0007	51-000-46-0008
51-000-46-0009	51-000-46-0010	51-000-46-0011	51-000-46-0012
51-000-46-0013	51-000-46-0014	51-000-46-0015	51-000-46-0016
51-000-46-0017	51-000-46-0018	51-000-46-0019	51-000-46-0020
51-000-46-0021	51-000-46-0022	51-000-46-0023	51-000-46-0025
51-000-46-0026	51-000-46-0027	51-000-46-0028	51-000-46-0029
51-000-46-0031	51-000-46-0032	51-000-46-0033	51-000-46-0034
51-000-46-0035	51-000-46-0037	51-000-46-0038	51-000-46-0039
51-000-46-0040	51-000-46-0041	51-000-46-0042	51-000-46-0043
51-000-46-0044	51-000-46-0045	51-000-46-0046	51-000-46-0047
51-000-46-0048	51-000-46-0049	51-000-46-0050	51-000-46-0051
51-000-46-0052	51-000-46-0053	51-000-46-0054	51-000-46-0055
51-000-46-0056	51-000-46-0057	51-000-46-0058	51-000-46-0059
51-000-46-0060	51-000-46-0061	51-000-46-0062	51-000-46-0063
51-000-46-0064	51-000-46-0065	51-000-46-0066	51-000-46-0067
51-000-46-0068	51-000-46-0069	51-000-46-0070	51-000-46-0071
51-000-46-0072	51-000-46-0073	51-000-46-0074	51-000-46-0075
51-000-46-0076	51-000-46-0077	51-000-46-0078	51-000-46-0079
51-000-46-0080	51-000-46-0081	51-000-46-0082	51-000-46-0083
51-000-46-0084	51-000-46-0085	51-000-46-0086	51-000-46-0087

51-000-46-0088	51-000-46-0089	51-000-46-0090	51-000-46-0091
51-000-46-0092	51-000-46-0093	51-000-46-0094	51-000-46-0095
51-000-46-0096	51-000-46-0098	51-000-46-0099	51-000-46-0100
51-000-46-0101	51-000-46-0102	51-000-46-0103	51-000-46-0104
51-000-46-0105	51-000-46-0106	51-000-46-0107	51-000-46-0108
51-000-46-0109	51-000-46-0110	51-000-46-0111	51-000-46-0112
51-000-46-0113	51-000-46-0114	51-000-46-0115	51-000-46-0116
51-000-46-0117	51-000-46-0118	51-000-46-0119	51-000-46-0120
51-000-46-0121	51-000-46-0122	51-000-46-0123	51-000-46-0124
51-000-46-0125	51-000-46-0126	51-000-46-0127	51-000-46-0128
51-000-46-0131	51-000-46-0132	51-000-46-0133	51-000-46-0134
51-000-46-0135			