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Property Address: Pathfinder Meadows Section 2 located
off Pennsylvania Avenue, Exeter Township,
Berks County, Pennsylvania

DECLARATION OF BUILDING RESTRICTIONS AND COVENANTS, AND
MAINTENANCE OF OPEN SPACE FOR PATHFINDER MEADOWS SECTION 2, EXETER
TOWNSHIP, BERKS COUNTY, PENNSYLVANIA

THIS DECLARATION OF BUILDING RESTRICTIONS AND COVENANTS FOR
PATHFINDER MEADOWS SECTION 2, EXETER TOWNSHIP, BERKS COUNTY,
PENNSYLVANIA (hereinafter referred to as the "Declaration") is made this ____ day of
_____, 200_ by BERKS CONSTRUCTION CO., INC., a Pennsylvania corporation
(hereinafter referred to as the "Declarant" OR "Developer"), having a mailing address of 3335
Morgantown Road, Mohnton, PA 19540.

WITNESSETH:

WHEREAS, Declarant is the owner of ninety (90) single family residential lots (the
"Lots") and seven additional lots ("Open Space") located on a certain tract of land known as
Pathfinder Meadows Section 2, situate in Exeter Township, Berks County, Pennsylvania, (the
"Property"), which land is substantially as shown on the Record Plot attached hereto as Exhibit
"A" (the "Plan"). The location of each of the Lots on the Property is identified in the Plan.

WHEREAS, it is the Declarant's intention to create a community, consisting of single
family residences and certain designated Open Space on the Property, to be known as Pathfinder
Meadows Section 2.

WHEREAS, it is the Declarant's intention to create and impose upon each of the Lots
certain covenants, conditions, reservations and restrictions, said covenants, conditions,
reservations and restrictions to be in addition to any set forth in the Exeter Township Zoning

Ordinance, the Exeter Township Land Development and Subdivision Ordinance or any other governing ordinances, statutes, rules or regulations and those set forth on the Plan;

WHEREAS, Declarant further intends to provide for the ongoing maintenance and repair of the areas designated as "Common Elements" or "Open Space" on the Plan; and

WHEREAS, Declarant has deemed it desirable, for the above mentioned purposes, to create an organization or association to which shall be assigned the powers and obligations of administering and enforcing the covenants and restrictions, maintaining the Common Elements and collecting and disbursing the assessments and charges hereinafter created. Except as otherwise herein specifically provided, the Declarant intends to assign to the Association at such times, from time to time, as it shall determine, the various powers of administration and enforcement reserved unto the Developer herein.

NOW, THEREFORE, DECLARANT INTENDING TO BE LEGALLY BOUND does hereby create, grant and declare the following covenants, conditions, reservations and restrictions, which shall apply to all Lots which are part of the Property, as more fully depicted on Exhibit "A" attached hereto and incorporated herein by reference, and, except as set forth herein, shall pass with each Lot in Pathfinder Meadows Section 2 and shall bind the respective successors of interest of the Declarant, and shall be of benefit to all other owners of Lots in Pathfinder Meadows Section 2, and shall run with the land and are as set forth below:

ARTICLE I DEFINITIONS

Words not defined in the preamble hereto shall have the following meanings:

1.1 "Association" shall mean and refer to the Pathfinder Meadows Section 2 Homeowners Association, a Pennsylvania nonprofit corporation having as its members the property Owners of Pathfinder Meadows Section 2.

1.2 "Common Elements" shall mean any Real Estate within the Property that is not a Lot and that is owned by the Association, including Open Spaces.

1.3 "Declaration" shall mean this document, as the same may be amended from time to time.

1.4 "Home-Sites" shall mean Lots.

1.5 "Member" shall mean and refer to the Declarant, until all Lots are sold, and the Owners of the Lots who have satisfied the requirements for membership in the Association as specified herein.

1.6 "Owner" shall mean and refer to the record owner (from time to time) (including Declarant) of the fee simple interest in a Lot and the single family residence that has been

constructed thereon, excluding those having such interest merely as a security for the performance of any obligation; i.e. mortgagees or judgment holders.

1.7 "Percentage Interest" shall mean the percentage of Common Element expenses assessed against each Home-Site and the voting percentage allocated to each Home-Site.

1.8 "Properties" shall mean and refer to the Lots within the Property.

ARTICLE II PROPERTIES SUBJECT TO DECLARATION

2.1 The Properties which are, and shall be, held, transferred, sold, conveyed and occupied subject to this Declaration are more particularly depicted on the Plan. The Plan is incorporated into this Declaration by reference.

2.2 Each Home-Site consists of the space, fixtures, and improvements located within its boundaries as depicted on the Plan. Declarant reserves the right to relocate the boundaries between adjoining Home-Sites owned by the Declarant. No Owner, other than Declarant, may subdivide or convert his or her Home-Site into a smaller Lot, nor may any portion thereof less than the entire Home-Site be sold or otherwise transferred.

2.3 The name by which the Property shall hereafter be identified is PATHFINDER MEADOWS SECTION 2, A PLANNED COMMUNITY.

ARTICLE III ASSOCIATION MEMBERSHIP; VOTING; PERCENTAGE INTERESTS

3.1 Association Membership. Every Owner of a Home-Site shall be a Member of the Association, organized for the purposes described in the preamble above. Membership shall be appurtenant to and may not be separated from ownership of any Home-Site. Membership shall include an undertaking by an Owner to comply with and be bound by the Articles of Incorporation, Bylaws and amendments thereto, this Declaration, and the policies, rules, and regulations at any time adopted by the Association in accordance with the Bylaws. Membership in the Association shall terminate on such Member's ceasing to be an Owner of a Home-Site.

3.2 Voting Rights of Members.

3.2.1 Subject to the limitations set forth herein, each Member in good standing shall be entitled to vote on each matter submitted to a vote of the Members. A Member shall have one (1) vote for each Home-Site owned by such Owner. When more than one (1) person holds an interest in any Home-Site, all such persons shall be Members. The vote for such Home-Site 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 Home-Site. 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.

3.2.2 At membership meetings all votes shall be cast in person, or by proxy registered with the Secretary.

3.2.3 During any period in which a Member shall be in arrears for thirty (30) days or more in the payment of any annual or special dues or assessments by the Association, such Member shall be considered in default and the voting rights and any rights as an officer and director of such Member shall be suspended by the Board until such dues have been paid.

3.3 Percentage Interests. Percentage Interests are allocated equally among all Home-Sites, with each Home-Site having a Percentage Interest equal to one hundred percent (100%) divided by the number of Home-Sites in the planned community. The Common Element expense liability and the voting percentage of each Home-Site shall be assessed and allocated in accordance with each Home-Site's Percentage Interest, and the Common Element expense liability and voting percentage of each Home-Site shall be equal and shall not be subject to amendment or change by any subsequent action or actions of the Association or the property Owners.

ARTICLE IV BOARD OF DIRECTORS

4.1 Board of Directors. A Board of Directors shall be established pursuant to Bylaws to be adopted by the Association, which Board of Directors shall be empowered to make, establish, promulgate, amend or repeal rules and regulations from time to time and, except as provided in the Bylaws or elsewhere in this Declaration, to act on behalf of the Association.

4.2 Liability of Board Members. No director of the Association shall be personally liable to any Owner, or to any other party, for any damage, loss or prejudice suffered or claimed on account of any act or omission of the Association, the Declarant, the Board of Directors, or any other representative of the Association; and the Association shall indemnify and hold harmless such director from and of all claims and demands and expenses (including reasonable counsel fees) arising by reason of any alleged wrongful act or omission. However, the provisions of this Paragraph shall not apply to the responsibility or liability of a director pursuant to any criminal statute. In the event that this Paragraph is amended, rescinded, repealed or altered, the provisions of this Paragraph shall continue to apply to the wrongful acts or omissions of a director occurring prior to such amendment, rescission, repeal or alteration. Nothing contained herein shall be construed to limit the liability of the Association.

4.4 Insurance. The Board of Directors shall obtain and maintain insurance as provided in the Bylaws.

4.5 Declarant Control.

4.5.1 The "Declarant Control Period" shall mean the time period commencing on the date of recordation of this Declaration and ending on the earlier of (i) five (5) years after the date of the first conveyance of a Lot to a person other than the Declarant, or (ii) sixty (60) days after the conveyance of seventy-five percent (75%) of the Lots to Owners other than the

Declarant, or (iii) two (2) years after the Declarant has ceased to offer Lots on the Property for sale in the ordinary course of business.

4.5.2 During the Declarant Control Period, the Declarant may, at its option, appoint and remove the officers and members of the Board of Directors, except as otherwise provided in Section 5303 of the Pennsylvania Planned Community Act or as provided below.

4.5.3 Not later than sixty (60) days after conveyance of twenty-five percent (25%) of the Lots that may be constructed on the Property have been conveyed to Owners other than the Declarant, a Transition Election shall be held at which time two new members shall be elected to the Board of Directors by Owners other than the Declarant, to replace two of the Declarant's appointed members of the Board of Directors.

4.5.4 Upon termination of the Declarant Control Period as defined in subsection 4.5.1 above, all members of the Board of Directors shall resign, and the Owners (including the Declarant, to the extent of Lots owned by the Declarant) shall elect the entire Board of Directors.

ARTICLE V COMMON ELEMENTS

5.1 Common Elements. Open Spaces A, B, C, D, E, F, and G, together with a sound barrier wall as shown on the Plan attached hereto as Exhibit "A" shall be designated as Common Elements and shall be owned and maintained by the Association, unless otherwise set forth herein. These lots shall consist of Storm Water Facilities and Open Spaces.

5.2 Construction of Common Elements. Declarant, as Developer of Pathfinder Meadows Section 2, covenants and agrees to construct the Common Elements as shown on the Plan.

5.3 Maintenance. The Common Elements shall be maintained in a manner sufficient to meet the design standards and specifications set forth in the Plan, including but not limited to the following:

- (a) Mowing as necessary to maintain grass and to control weeds. Chemical weed control may be used if federal, state and local laws and regulations are met; and
- (b) All other maintenance activities required to maintain the Common Elements in a manner sufficient to meet the design standards and specifications set forth in the Plan and all applicable federal, state and local laws and regulations.

5.4 Eminent Domain. Whenever all or part of the Common Elements shall be taken, injured or destroyed by eminent domain, the Association shall represent the Owners in negotiations, settlements and agreements with the condemning authority. The award or proceeds

of settlement shall be payable to the Association for the use and benefit of the Owners as their interests may appear.

ARTICLE VI ASSESSMENTS

6.1 Lien of Assessments. Developer hereby covenants and each Owner of any Home-Site 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:

- (a) Annual assessments or charges; and
- (b) Special assessments, such assessments to be established and collected as hereinafter provided.

The annual and special assessments together with interest, costs and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which such assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of the Home-Site at the time when the assessment fell due. The personal obligation for the delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

6.2 Purpose of and Authority to Levy Annual Assessments. The annual assessments levied by the Association shall be used exclusively for:

- (a) the payment of administrative costs and expenses (including insurance costs and professional fees) of the Association, as determined by the Board of Directors;
- (b) the cost of maintaining the Open Spaces; and
- (c) the payment of all minor costs and expenses of the Association, other than costs and expenses deemed to be special assessments.

6.3 Purpose of and Authority to Levy Special Assessments. The special assessments levied by the Association shall be used exclusively for extraordinary expenditures not originally included in the annual budget and capital expenditures which may become necessary.

6.4 Uniform Rate of Assessment. Annual assessments must be fixed at a uniform rate for all Home-Sites and may be collected on an annual, quarterly, or monthly basis, as shall be determined by the Board of Directors. Special assessments must be fixed at a uniform rate for all Home-Sites. Special assessments may be collected on an annual, quarterly, or monthly basis, as shall be determined by the Board of Directors.

6.5 Due Date. Written notice of the annual assessment shall be sent by the Board of Directors to every Owner subject thereto during the first quarter of each fiscal year. The due date shall be established by the Board of Directors. The Due Date for special assessment shall be as

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.

6.6 Effect of Non-Payment. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of fifteen percent (15%) 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 Lot, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his or her Lot. To further secure this obligation, the Owner, by the execution of a document acknowledging receipt of a copy of the Bylaws, **hereby irrevocably authorizes the Prothonotary or any attorney of any court of record to appear for them at any time and confess judgment, without process, in favor of the Association for such amount as may appear to be unpaid thereon, whether due or not, together with costs and attorney's fees in the amount of five percent (5%) and to waive and release all errors which may intervene in any such proceedings and to consent to immediate execution upon such judgment, hereby ratifying and confirming all that their said attorney may do by virtue hereof.**

6.7 Subordination of Lien to Mortgage. The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage and second 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 judicial proceeding in lieu thereof on any first mortgage or second mortgage shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

6.8 Initial Assessment. At the closing of the initial transfer from the Declarant to the non-Declarant purchaser of each Unit and each subsequent transfer of each Unit, the Association shall collect from such purchaser an amount equal to One Hundred Dollars (\$100.00), which monies shall be deposited into a capital reserve account under the control of the Association. No Unit Owner is entitled to a refund of these monies by the Association upon subsequent conveyance of such Unit or otherwise. Such payments do not constitute advance payments of regular assessments.

ARTICLE VII COVENANTS AND RESTRICTIONS

7.1 Signage. No billboards or advertising signs of any character shall be erected, placed, permitted or maintained on any lot or improvement thereon, except for a "For Rent" or "For Sale" sign, which shall expressly refer only to the lot on which such sign is displayed. Permitted "For Rent" or "For Sale" signs shall not exceed five (5) square feet in size and shall not exceed one (1) sign per lot. *The Board of Directors shall have the power to remove any sign not in accord with these requirements.*

7.2 Animals. No animals, insects, birds or fowl shall be kept or maintained on any lot except dogs, cats and pet birds, which may be kept thereon, not to exceed three (3) of any kind including any offspring of such animals while under six (6) months of age, as pets for the pleasure and use of the occupants but not for any commercial use or purpose. Birds shall be confined to cages. All such animals shall be kept and maintained in compliance with all applicable ordinances of the township. No pet shall be permitted to run loose or uncontrolled anywhere on the property including in or on the community facilities or any public areas. Pet owners shall immediately clean up any pet waste left anywhere on common facilities or public areas.

7.3 Construction. No residential dwelling unit erected upon any lot shall be occupied in any manner while in the course of construction, nor at any time prior to its full completion, as herein required, nor shall any residential dwelling unit, when completed, be in any manner occupied until made to comply with the approved plans and all covenants, conditions, reservations and restrictions herein set forth. All construction shall be completed within a reasonable time from the commencement of construction. No temporary residential dwelling unit, temporary garage, trailer home or other temporary structure shall be placed or erected upon any lot.

7.4 Vehicles. No unlicensed motor vehicles, trailers of any type or kind or habitable motor vehicle of any type or kind shall be parked or stored on any part of the lot, except within an enclosed garage or temporary loading and unloading. ("Temporary" shall mean no longer than a forty-eight (48) hour period.) No commercial van or commercial truck exceeding 6,800 lbs. (gross vehicle weight) of any type or kind shall be parked on any part of the lot over night except in an enclosed garage. Nothing herein contained shall be construed to prevent the placement or parking of construction equipment and accessories reasonably required for the construction of the structures permitted hereunder. No owner or occupant shall leave any motorcycle, all-terrain vehicle, golf cart, snowmobile, any non-operating vehicle, a vehicle not currently registered or licensed or a vehicle not having a valid and unexpired state motor vehicle inspection sticker on or about the property, except if entirely enclosed in the dwelling garage. For the avoidance of doubt, only four-wheel passenger vehicles used on a regular basis by the owner and vehicles of temporary guests may be parked outside the garage of any dwelling. No motor vehicle, including, but not limited to, mini-bikes, all-terrain vehicles, golf carts, snowmobiles and motorcycles, may be driven on any common area properties.

7.5 Material Storage and Wash Poles. No lot shall be used in whole or part for the storage of rubbish of any type or kind whatsoever, nor for the storage of any property or thing that will cause such lot to appear in an unclean or untidy condition or that will be obnoxious to the eye, nor shall any substance, thing or material be kept upon any lot that will emit foul or obnoxious odors or that will cause any noise that will or might disturb the peace, quiet, comfort or serenity of the occupants of surrounding lots. No rubbish, trash, garbage, scrap metal, waste, new or used lumber or wood (except lumber or wood to be used in constructing a residential dwelling unit on a lot and firewood to be used in fireplaces in residential dwelling units erected on a lot provided such firewood is stacked no higher than five (5) feet) shall be placed or permitted on the exterior of any lot. However, usual household rubbish, trash and garbage may be kept in closed, sanitary containers at curb side for collection purposes from 4 p.m. on the day

prior to such rubbish, trash or garbage is to be collected through 7 p.m. on the day such rubbish, trash or garbage is collected. No rubbish, trash or garbage containers shall be located on the front or side lawn area of a lot for more than the period described in the previous sentence. No wash poles, clothes lines or clothing shall be exposed on any front or side yard area of a lot.

7.6 Fences. No fencing or other barrier shall be constructed along the front portion of any lot up to the rear of any residential dwelling unit located thereon, provided, however, subject to the provisions set forth in Paragraph 7.11 below. Split-rail, vinyl, painted wooden board or wrought iron and powder-coated aluminum fences shall be permitted in the rear portion of a lot and shall not exceed six (6) feet in height, unless otherwise directed by virtue of municipal ordinances of the township, county and/or state.

7.7 Antennas and Satellite Dishes. No radio towers, television antennas or similar structures shall be erected, placed, permitted or maintained on any lot. Each residential dwelling unit owner may install and maintain satellite dishes or other facilities on his/her residential dwelling unit for the receipt of radio or television broadcasts, subject to compliance with the following requirements:

a. The satellite dish or other facilities must be of the smallest size reasonably commercially obtainable that will provide radio or television reception.

b. The satellite dish or other facilities may not be located in front of the plane created by the front of the residential dwelling unit.

c. If possible, the satellite dish or other facilities shall not be visible from the street in front of the residential dwelling unit.

d. Without limiting the preceding requirements, the location of such installations must be as unobtrusive as possible, provided reception is of adequate quality in such location.

In the event that these provisions contradict any rulings of the Federal Communications Commission or any other agency having jurisdiction (the "FCC") in effect, then current rulings of the FCC shall prevail.

7.8 Design Review. All building plans for any building or structure to be erected upon any lot, proposed location of any building or structure upon any lot, any changes after approval thereof and any remodeling, reconstruction, alteration or addition to any building, driveway or other structure upon any lot shall require the approval in writing of the declarant or its successors and assigns. Before beginning the construction of any driveway, building or other structure whatsoever or remodeling, reconstruction or alteration of any driveway or structure upon any lot, the person or persons desiring to erect, construct or modify the same shall submit to the declarant for approval two (2) complete sets of driveway plans showing the location, course and width of same and two (2) complete sets of building plans and specifications for the building or other structure, as applicable, so desired to be erected, constructed or modified. No structure of any kind, the plans and specifications of which have not received the written approval of the declarant and which does not comply fully with such approved plans and specifications, shall be erected, constructed, placed or maintained upon any lot. No log cabin

construction shall be permitted on any lot. Approval of such plans and specifications shall be evidenced by written endorsement of the declarant, its successors or assigns on such plans and specifications. No changes or deviations in or from such plans and specifications as approved shall be made without the prior written consent of the declarant, its successors or assigns, who shall not be responsible for any structural defects in such plans or specifications or in any building or structure erected according to such plans and specifications. Plans and specifications may be rejected for purely aesthetic reasons.

7.9 Single-Family Residences Only. Lots in this community, each and every one thereof, are for single-family residential purposes only. No improvements or structures whatsoever, other than a single-family private residential dwelling unit, patio walls, in-ground swimming pool and customary out-buildings - garages and carports (which shall be subject to the provisions set forth in paragraph 7.8 above) may be erected, placed or maintained on any lot. All building materials incorporated into a single-family residential dwelling unit or other structure located on a lot including, but not limited to, roof shingles, shutters, siding, masonry, down spouts and any other trim, shall be replaced, when needed, with materials of similar type, quality and color and shall otherwise be in harmony and in keeping with other residential dwelling units, customary out-buildings and structures located in this community. No more than one (1) storage shed is permitted on a lot. Storage sheds shall not exceed ten (10) feet by sixteen (16) feet and shall be made of the same materials and incorporate the same colors as the residential dwelling unit located on the lot on which the storage shed shall be constructed and/or placed. No above-ground swimming pool shall be installed, placed, constructed or maintained on any lot.

7.10 Minimum Dwelling Size. Minimum completed living space for residential dwellings at the Property must be:

- (a) one-story style ranch style house residential dwelling - one thousand seven hundred (1,500) square feet;
- (b) one and one-half story style residential dwelling - one thousand nine hundred fifty (1,600) square feet of living space on the first floor;
- (c) two-story style residential dwelling - two thousand two hundred (1,750) square feet.
- (d) bi-level residential dwelling - one thousand two hundred (1200) square feet (not including the basement level).

7.11 Easements and Rights of Way. Notwithstanding anything to the contrary contained in this Declaration (i) nothing shall be placed, planted, constructed and/or installed within any easement areas which are shown on the Plan and which would, within the sole discretion of the Board of Supervisors of Exeter Township, hinder the purposes for which such easements were created; (ii) sanitary sewer easements shall remain free and clear of all impediments including, but not limited to, buildings, sheds, decks, pools, fences, trees and large shrubs; and (iii) no regrading, without the prior written consent of the Board of Supervisors of Exeter Township, shall be performed.

7.12 Declarant's Use for Sales Purposes. The Declarant shall have the right to maintain one or more sales offices and models throughout the Property and to maintain directional, promotional and advertising signs on the Common Elements or Lots owned by the Declarant, even if such Lots are under contract with a purchaser. The Declarant reserves the right to place models and sales offices on any portion of the Common Elements or on a Lot in such a manner, of such size and number, and in such locations as the Declarant deems appropriate, and may from time to time relocate models and sales offices to different locations within the Property notwithstanding that the declaration of the Bylaws of the Association may otherwise preclude such use in those locations.

7.13 Declarant's Easement to Correct Drainage. The Declarant reserves an easement on, over and under those portions of the Common Elements and Lots not improved with buildings for the purpose of constructing, maintaining, replacing and correcting drainage of surface water in order to maintain reasonable standards of health, safety and appearance, and further reserves the right to grant and/or assign such easements to appropriate persons, parties or entities. The easement created under this subsection expressly includes the right to cut any trees, bushes or shrubbery, to grade the soil, or to take any action reasonably necessary to achieve this purpose, following which the Declarant shall restore the affected property as closely to its original condition as practicable.

7.14 Temporary Easement for Construction. During such time as the Declarant is conducting construction activities within the Property, the Declarant reserves unto itself, its agents, employees and contractors, the right to enter onto the unimproved portions of any Lot within the Property as may be reasonably necessary to facilitate the Declarant's construction, repair or replacement activities, provided however that the Declarant shall take reasonable steps to minimize any interference with an Owner's use of his or her Home-Site and shall promptly repair any damage to a Home-Site resulting from Declarant's exercise of the rights it has pursuant to this Article.

7.15 Access Easement. Each Home-Site on the Property is subject to an easement permitting the Association or its designated agents to enter upon the exterior of the Lot for the purpose of correcting any condition threatening a Home-Site or the Common Elements; for the purpose of performing installations, alterations or repairs; for the purpose of repairing or replacing utility meters and related pipes, valves, wires and equipment; for the purpose of performing pest control inspections and treatment; and for any other purpose necessary for the Association to carry out its powers or responsibilities, provided that all requests for entry are made in advance and that any such entry is at a time reasonably convenient for the affected Owner. In case of an emergency, no such request or notice is required and such right of entry shall be immediate, whether or not the Owner is present at the time.

7.16 Conservation Easement.

a. On May 18, 2006, Declarant caused to be recorded with the Berks County Recorder of Deeds Office a document titled "Declaration of Restrictions and Conservation Easement for Pathfinder Meadows Section 2, Exeter Township, Berks County Pennsylvania"

(hereinafter “Conservation Easement”) attached hereto as Exhibit “B”. The Conservation Easement prohibits specifically enumerated activities as set out in Paragraph 3 (a)-(j) of the Conservation Easement, from being conducted on Lot 70, Parcel D, as well as Open Spaces A, C, D, E, F and G. Parcel D and Lot 70 have been conveyed to third parties. Open Spaces A, C, D, E, F, and G are shown on the Plan and in the Conservation Easement attached hereto as Exhibits A and B, respectively. Declarant and each of the Lot owners hereby acknowledge and agree to abide by the restrictions imposed by the Conservation Easement.

b. In addition to Open Spaces A, C, D, E, F, and G referenced in 7.16(a) above, Open Space B, as identified in the Plan (Exhibit A) is subject to the same restrictions contained in the Conservation Easement (Exhibit B).

7.17 Governing Laws and Ordinances. The covenants, conditions, reservations and restrictions contained in this Declaration shall be in addition to any set forth in the Exeter Township Zoning Ordinance, the Exeter Township Land Development and Subdivision Ordinance or any other governing ordinances, statutes, rules or regulations and those set forth on the Plan. Section 5105(b) of the Uniform Planned Communities Act 968 Pa.C.S.A. Part II, Subpart D), providing that zoning, subdivision, building code or other real estate laws, ordinances or regulations shall remain unaffected, is also specifically recognized as applicable to the covenants, conditions, reservations and restrictions contained in this Declaration.

7.18 Expiration. All of the foregoing covenants, conditions, reservations and restrictions shall continue and remain in full force and effect at all times as against the owner of any Lot, regardless of how title was acquired, and shall be binding on all parties and persons claiming under them from the date hereof in perpetuity.

ARTICLE VIII GENERAL PROVISIONS

8.1 Standard of Reasonableness. The rights reserved unto the Declarant in this Declaration shall not be unreasonably employed and shall be used only where necessary to effect the stated intents and purposes of this Declaration.

8.2 Enforcement. The conditions and restrictions contained in this Declaration and in any addendum or amendment to this Declaration shall be covenants running with the land and shall operate for the benefit of, and may be enforced by the Declarant, the Association or by the Owner of any Lot. Violation of any of the provisions contained herein is hereby declared and agreed to be nuisance which may be remedied by appropriate legal proceedings. The failure to enforce or restrain the breach of any provision herein contained shall in no way be deemed a waiver of the right to enforce or restrain such breach, or any future breach, or as a waiver of such provision.

8.3 Covenants Running With the Land Duration and Amendment. The covenants set forth in this Declaration or in any amendment to this Declaration shall be binding on all persons claiming under them in perpetuity. This Declaration may be amended by an instrument signed by not less than 60% of the Lot Owners. An amendment shall not be effective unless recorded in

the Recorder of Deeds Office of Berks County, Pennsylvania, and in accordance with Paragraph 9.4 below.

8.4 Severability. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

8.5 Supplement. These conditions, covenants, obligations and restrictions shall be in addition to any applicable provisions of any present or future zoning law or ordinance, and no provision hereof shall be deemed to authorize any act in violation of any such present or future law or ordinance.

8.6 Assignment. Declarant reserves the right to assign in whole or in part the authority reserved by Declarant to administer and enforce the provisions of the Declaration to the Association.

8.7 No Waiver. No delay or omission on the part of the Declarant, its successors and assigns, the Association, or the Owners in exercising any right, power or remedy herein provided in the event of any breach of the covenants, conditions, reservations or restrictions herein contained, shall be construed as a waiver thereof or acquiescence therein and no right of action shall accrue nor shall any action be brought or maintained by anyone whatsoever against Declarant, its successors or assigns, or on account of the failure to bring any action on account of any breach of these covenants, conditions, reservations and restrictions, or for imposing the covenants, conditions, reservations or restrictions herein which may be unenforceable.

8.8 Additional Property. Declarant hereby reserves the right to subject additional residential property to the covenants, conditions, reservations and restrictions set forth in this Declaration.

ARTICLE IX RIGHTS GRANTED TO THE MUNICIPALITY

9.1 Right to Make Repairs and Perform Maintenance.

Exeter Township, Berks County, Pennsylvania (“Municipality”) shall be a third party beneficiary of the provisions of this Declaration that require Declarant to substantially complete and/or provide for the Common Elements and require the Declarant and/or the Association to maintain and repair the Common Elements. In the event that the Declarant or the Association shall at any time fail to maintain or repair the Common Elements or any of the facilities or improvements provided thereon, or shall at any time fail to perform any other obligation of maintenance or repair with respect thereto which is imposed upon it by this Declaration (including as set forth in the Plan), the Municipality, in addition to these rights which the Municipality may have under law, by and through its governing body may, but it need not, elect to make such repairs or perform such maintenance in order to protect the public safety and welfare. Except in the event of an emergency endangering life or property, before commencing such action, the Municipality shall give the Association thirty (30) days written

notice of the Municipality's intention so to act, and the Municipality shall withhold implementation of its action if the Association shall commence performance of the required repair or maintenance prior to the expiration of said notice period and for so long as the Association shall promptly, continuously and diligently pursue such repair or maintenance.

9.2 Costs of Repairs and Maintenance.

The cost of any performance of repairs or maintenance by the Municipality as permitted under this Article shall be paid by the Association within thirty (30) days after written demand. Any amounts not paid as aforesaid shall constitute a municipal lien and/or a municipal real estate tax lien upon the Open Space or any Common Elements and/or proratably against each Lot.

9.3 Conveyance of Common Elements.

Any conveyance of all or a portion of the Open Space or any Common Elements, other than to the Association, shall require the written approval of the Municipality. The Open Space and any Common Elements are subject to an offer for dedication to the Township which may be accepted at any time by the Municipality. The Municipality is under no obligation to accept the offer of dedication.

9.4 Amendments.

No amendment of this Declaration, by Declarant or otherwise, or any action taken by the Declarant, Association or its Executive Board, shall be made or taken which, in any way would affect any of the rights, privileges, powers and options of the Municipality unless the Board of Supervisors of the Municipality shall join in the execution of such amendment or consent, in writing, to the action of the Association or Executive Board.

The amendment shall be effective when such certificate and copy of the amendment are recorded, and a copy of the recorded document if filed with the Municipality.

9.5 Filing.

No amendment to the Declaration shall be effective until a copy of a duly recorded copy of the amendment is filed with the Municipality.

ARTICLE X
PROXIMITY OF RIFLE CLUB

There is located in close proximity to the Property a premises owned and operated as a rifle club. The use of the nearby premises as a rifle club is an existing non-conforming use permitted under the Zoning Ordinance of Exeter Township, Berks County, Pennsylvania.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, and INTENDING TO BE LEGALLY BOUND HEREBY, has caused this Declaration of Building Restrictions and Covenants, and Maintenance for Open Space for Pathfinder Meadows Section 2, Exeter Township, Berks County, Pennsylvania, to be executed as of the day and year first above written.

BERKS CONSTRUCTION CO., INC.,
a Pennsylvania corporation

By: _____

Name: J. LaVern Horning

Title: President

