MAIL HOAR W TILCHMAN ST HLLENTOWN PA 18104

### **DECLARATION FOR** FOUR SEASONS AT FARMINGTON, A CONDOMINIUM

### ALSO KNOWN AS LEHIGH COUNTY TAX MAP PIN NUMBER 546495748296 1 AND TAX PARCEL ID K07 009 035

This Document Recorded 05/09/2003 02:19PM Doc Code: DEC Leh

Recorded Doc Id: 7085040 Receipt #: 66050 Rec Fee: 258.50 Lehigh County, PA Recorder of Deeds Office

7085040 Page: 1 of 124 05/09/2003 02:19PM

### TABLE OF CONTENTS

<u>PARAGRAPH</u>	TITLE	<b>PAGE</b>
1.00	Establishment of Condominium	1
1.01	Easements and Licenses	1
2.00	Definitions	2
3.00	General Description of Condominium	4
3.01	Description of Units	4
3.02	Common Elements and General Common Elements	5
3.03	Undivided Percentage Interest	5
3.04	Limited Common Elements	6
3.05	Percentage Interest	6
3.06	No Conveyance of Undivided Interest	6
4.00	The Administering Association	6
4.01	Powers of Association	6
4.02	Professional Management Permitted	8
5.00	Restrictive and Protective Covenants and Agreements and	
	Easement Grants	8
5.01	Age Restrictions	8
5.02	Ownership of Common Elements	9
5.03	Ownership and Conveyance of Condominium Units	9
5.04	Easement of Encroachment	9
5.05	Location of Condominium Units	9
5.06	Easements for Declarant and/or Association	10
5.07	Easements for Use of Recreation Area	12
5.08	Utilities	12
5.09	Membership of Unit Owners in Condominium Association	12
5.10	Penalties	13
5.11	Contribution of Unit Owners Toward Expenses, Administration,	
	etc. of Common Elements and the Association	13
5.12	Lien in Favor of the Association	13
5.13	Payment of Expenses out of Proceeds of Sale	14
5.14	Liability of Purchaser for Assessments Due Association	14
5.15	Maintenance of Units	14
5.16	Modification of Units	14
5.17	General Restrictions	14
5.18	Damage to Common Elements	16
5.19	Prohibition of Subdivision and Conversion	16
5.20	Rental Restrictions of Units	16
5.21	Restoration and Replacement of Condominium in Event of	1.7
( 00	Fire, Casualty or Obsolescence	17
6.00	Provisions of this Instrument and Exhibits Thereto Run	17
7.00	with the Land	17
7.00 8.00	Ownership of Unsold Units  Protective Provisions for the Reposit of Mortgage Holders	17 17
	Protective Provisions for the Benefit of Mortgage Holders General	
8.01 8.02	Notice	17 18
8.03	Inspection of Records	18
8.04	Common Expense Default	18
9.00	FNMA Provisions	18
9.01	Amendments Requiring Approval of 51%	10
7.01	of Eligible Mortgage Holders	18
9.02	Amendments Requiring Approval of 67%	10
7.02	of Eligible Mortgage Holders	19
9.03	Common Expense Lien Subordinate	19
9.04	Liability for Common Expense Assessments	19
9.05	Implied Approval	19
10.00	Management Agreements	19
11.00	Severability of Provisions Hereof	19
	•	



12.00	Amendment of Declaration - Termination	19
13.00	Option to Expand the Condominium	20
14.00	Declarant's Rights	21
15.00	Master Association Reservation of Right	21
15.01	Liability of Board of Trustee Members and Officers	21
15.02	Delegation of All Powers	21
15.03	Rights of Declarant	21
16.00	Limitation of Time-Shares	22
17.00	Merger or Consolidation	22
18.00	Gender	22



### INDEX TO EXHIBITS

<b>EXHIBIT</b>	<u>ITEM</u>
Α	Metes and Bounds Entire Tract
В	Metes and Bounds: Phase I
C	Metes and Bounds: Phase II
D	Metes and Bounds: Phase III
E	Metes and Bounds: Phase IV
F	Additional Real Estate: Phases II-IV
G	Percentage Interests and Percentage Shares
Н	Plans of Homes



#### DECLARATION FOR FOUR SEASONS AT FARMINGTON, A CONDOMINIUM

THIS DECLARATION is made this 9th day of May, 2003 by **FREDERICK J. JAINDL,** hereinafter referred to as "Declarant".

WHEREAS, Declarant is the owner of the fee simple title to those lands and premises described in Exhibit "A" attached hereto and made a part hereof and depicted in the Project Phasing Plat, Sheet No. CN-2, of the Four Seasons at Farmington, a Condominium Plat, recorded in Office of the Recorder of Deeds in and for Lehigh County on May 9, 2003, at Document I.D. Nos. 1085041 through 1085048 (collectively the plats are referred to as the "Plats" and are incorporated herein by reference); and

WHEREAS, it is the present intention of the Declarant to construct, in stages, a flexible condominium consisting ultimately of up to 260 units, subject to Declarant's right to add real estate to the condominium pursuant to the provisions of the Pennsylvania Uniform Condominium Act, 68 Pa. C.S.A. Sect. 3101 et. seq., under the name of Four Seasons at Farmington, a Condominium; and

WHEREAS, the Declarant at this time intends to establish the condominium initially as a sixty-five (65) unit condominium reserving the right, but not the duty, to add additional sections, buildings, and units to the condominium and to those ends to cause this Declaration to be executed and recorded, together with all necessary exhibits thereto.

#### THEREFORE, WITNESSETH:

- 1.00 Establishment of Condominium. Declarant does hereby make, declare and publish his intention and desire to submit, and does hereby submit, the lands and premises owned by him in the Township of Lower Macungie, County of Lehigh and Commonwealth of Pennsylvania, being more particularly described on Exhibit "B" and depicted in the Project Phasing Plat of the Plats as Four Seasons at Farmington Phase I, including all easements, rights and appurtenances thereunto belonging and the improvements erected or to be erected thereon to the form of ownership known and designated as a condominium as provided by and in accordance with the Condominium Act for the specific purpose of creating and establishing Four Seasons at Farmington, a Condominium, as a flexible condominium and for the further purpose of defining the plan of unit ownership and imposing thereon certain restrictive and protective covenants for the benefit of the Condominium.
- 1.01 <u>Easements and Licenses</u>. Included among the easements, rights and appurtenances referred to in Paragraph 1.00 above are the following easements, rights, appurtenances, and licenses which, with the exception of the temporary license set forth in subparagraph (c) and the temporary easement set forth in subparagraph (n), were recorded in the Office of the Recorder of Deeds in and for Lehigh County, Pennsylvania:
- (a) Together with an easement partially assigned to the Declarant by Jaindl Land Company and recorded at Document ID 7084734.
- (b) Subject to an easement granted to DeLuca Enterprises, Inc., t/a DeLuca Homes, included in the Deed dated June 29, 2001, and recorded in Deed Book Volume 1689, Page 954.
- (c) Subject to an unrecorded temporary License Agreement between Fred J. Jaindl t/a Jaindl's Turkey Farm, Jaindl Land Company, and DeLuca Enterprises, Inc., t/a DeLuca Homes, dated July 6, 2001, for the construction and maintenance by DeLuca Enterprises, Inc. of certain improvements on the Property, which license shall expire upon completion of the



improvements to the satisfaction of Jaindl Land Company and Lower Macungie Township and the expiration of the associated maintenance periods, unless terminated earlier by reason of default.

- (d) Subject to the easements, rights-of-way, covenants, and other restrictions set forth in the Farmington III (former Kidd Farm) Preliminary/Final Subdivision Plan, recorded at Plan Book 39, Pages 62-70.
- (e) Subject to a right-of-way in favor of Pennsylvania Power & Light Company, recorded in Misc. Book Vol. 122, Page 192.
- (f) Subject to right-of-way in favor of Susquehanna Pipe Line Co., recorded in Misc. Book Vol. 143, Page 25.
- (g) Subject to the following rights-of-way granted to Lehigh County Authority, and recorded as follows:
  - (1) Misc. Book Vol. 351, Page 460
  - (2) Misc. Book Vol. 351, Page 663
- (h) Subject to a right-of-way in favor of Service Electric Cable T.V., Inc., recorded in Misc. Book Vol. 974, Page 874.
- (i) Subject to the easements, rights-of-way, covenants, conditions, and other restrictions set forth on the Land Development Plans for the Village of Farmington ("Land Development Plans"), a portion of which were recorded at Document I.D. Nos. 7084775 through 7084780.
- (j) Subject to a right-of-way in favor of Lower Macungie Township, recorded at Document ID No. 7084739.
- (k) Subject to a right-of-way in favor of Lehigh County Authority, recorded at Document ID No. 7084745.
- (l) Subject to a right-of-way in favor of Jaindl Land Company, recorded at Document ID No. 7084733.
- (m) Subject to an unrecorded temporary easement from Frederick J. Jaindl to Jaindl Land Company, dated April 30, 2003, for the removal of topsoil from the Common Elements and Units.
- 2.00 <u>Definitions</u>. For the purpose hereof, the following terms shall have the following meanings unless the context in which same is utilized clearly indicates otherwise:
- 2.01 "Additional Real Estate" shall mean the Real Estate described as such in Exhibit "F" attached hereto.
- 2.02 "Articles of Incorporation" shall mean the Articles of Incorporation of the Association together with all future amendments or supplements thereto.
- 2.03 "Association" shall mean the Four Seasons at Farmington Condominium Association, a Pennsylvania non-profit corporation, formed to administer, manage and operate the common affairs of the Unit Owners of the Condominium and to maintain, repair and replace the Common Elements of the Condominium as provided in this Declaration and the Bylaws.
- 2.04 "Board" shall mean the Board of Directors of the Association and any reference herein or in the Articles of Incorporation, Bylaws or Rules and Regulations to any power, duty, right of approval or any other right of the Association shall be deemed to refer to the Board and not the membership of the Association, unless the context expressly indicates to the contrary.



- 2.05 "Builder" shall mean K. Hovnanian at Lower Macungie Township II, L.L.C
- 2.06 "Bylaws" shall mean the Bylaws of the Association, together with all future amendments or supplements thereto.
- 2.07 "Common Elements", also referred to as General Common Elements and Limited Common Elements, shall have the same meaning as "Common Elements" under 68 Pa. C.S.A. Sect. 3103.
- 2.08 "Common Expenses", sometimes referred to herein as "Common Charges", shall mean all those expenses anticipated by the definition of "Common Expenses" under 68 Pa. C.S.A. Sect. 3103 in addition to all expenses set forth in Paragraph 5.11 of this Declaration.
- 2.09 "Condominium" shall mean (i) all the lands and premises described in Exhibit "B" and depicted in the Project Phasing Plat of the Plats as Four Seasons at Farmington Phase I; (ii) all improvements now or hereinafter constructed in, upon, over or through such lands and premises, whether or not shown on any Exhibit hereto or the Plats; (iii) all rights, roads, waters, privileges and appurtenances thereto belonging or appertaining; (iv) the entire entity created by the execution and recording of this Declaration; and (v) any and all lands, premises, roads, interests, improvements, privileges which may be added to the condominium from or on the premises described in Exhibits "A" and "F" and the Project Phasing Plat of the Plats.
- 2.10 "Condominium Act" shall mean the provisions of 68 Pa. C.S.A. Sect. 3101 et. seq., and all applicable amendments and supplements thereto.
- 2.11 "Declarant" shall mean and refer to Frederick J. Jaindl and, to the extent of any such transfer, those persons to whom are transferred Special Declarant Rights.
- 2.12 "Declaration" shall mean this instrument together with all future amendments or supplements hereto.
- 2.13 "Eligible Mortgage Holder" shall mean and refer to any Institutional Lender who is the holder of a first mortgage encumbering any Unit, who has requested notice of any proposed action by the Association which requires the consent of a specified percentage of Eligible Mortgage Holders, and keeps on record with the Association a valid address for receipt of such notice.
- 2.14 "Flexible Condominium" shall mean a condominium containing withdrawable or convertible real estate, a condominium to which additional real estate may be added, or a combination thereof.
- 2.15. "General Common Elements" shall mean those Common Elements which are for the use or benefit of all of the Unit Owners, as more specifically described in Paragraph 3.02 of this Declaration.
- 2.16 "Institutional Lender" shall mean any bank, mortgage banker, trust company, insurance company, savings and loan association or other financial institution, pension fund or governmental agency which is the record owner of any mortgage which encumbers any Unit(s).
- 2.17 "Lease" shall mean any agreement for the leasing or rental of any Unit of the Condominium, including any sublease.
- 2.18 "Limited Common Element" shall have the same meaning as "Limited Common Element" under 68 Pa. C.S.A. Sect. 3103 and 3202(2) and (4), as applicable, subject, however, to the provisions of Paragraph 3.04 of this Declaration..
- 2.19. "Permitted First Mortgage" shall mean and refer to any first mortgage lien encumbering a Unit held by an Institutional Lender, or which is a purchase money mortgage held

7085040 Page: 7 of 124 05/09/2003 02:19PM by the seller of a Unit (including Declarant), or any mortgage lien which is expressly subordinate to any existing or future common expense liens imposed against a Unit by the Association.

- 2.20. "Property" shall mean the land and premises described in Exhibit "B" and depicted in the Project Phasing Plat of the Plats as Four Seasons at Farmington Phase I and all improvements now or hereafter constructed in, upon, over or through such land and premises, together with such portions of the Additional Real Estate as shall have been added to the Condominium.
- 2.21 "Rules and Regulations" shall mean the Rules and Regulations of the Association, together with all future amendments or supplements thereto. The Association shall not be required to record either the original or any amendments or supplements to the Rules and Regulations.
- 2.22 "Unit" or "Dwelling Unit" shall mean a part of the Condominium designated and intended for independent ownership and use, all as more specifically described in Paragraph 3.01 hereof and as shown on the Plats. The term shall not be deemed to include any part of the General Common Elements or Limited Common Elements situated within or appurtenant to a Unit.
- 2.23 "Unit Owner(s)" shall mean those persons or entities in whom record fee simple title to any Unit is vested as shown in the records of the Recorder of Deeds in and for Lehigh County, Pennsylvania, including the Declarant unless the context expressly indicates otherwise, but notwithstanding any applicable theory of mortgage, shall not mean or refer to any mortgagee unless and until such mortgagee has acquired title to any such Unit pursuant to foreclosure proceedings or any proceeding in lieu of foreclosure, nor shall the term "Unit Owner" refer to any lessee or tenant of a Unit Owner.

Unless the context clearly indicates otherwise, all definitions set forth in 68 Pa. C.S.A. Sect. 3103 are incorporated herein by reference and the definitions set forth above shall be used in conjunction therewith.

3.00 General Description of Condominium. The Builder will have under construction on the Property, a project known and designated as Four Seasons at Farmington, a Condominium according to the Plats. The project consists of single family dwelling units which will be substantially in accord with the floor plans attached as Exhibit "H" (separately, a "Home" and collectively, "Homes"). As construction will be progressive and in phases based on market and other factors, those Homes which are not completed at the time of the recording of this instrument shall be deemed, in all respects when completed, to be subject to the provisions of this instrument, and the amendments thereto.

The Declarant, in order to implement the condominium plan of ownership for the Property, improvements and prospective improvements, covenants and agrees that he hereby establishes the Property and all of the improvements erected and to be erected thereon into the following fee simple estates and other component parts.

3.01 <u>Description of Units</u>. The Units, together with their Common Element interests, are sixty-five (65) separate parcels of real property. Each Unit shall consist of the vacant land without any structures located within the vertical planes extended to intersections with each other, and without any upper or lower boundaries, which vertical planes correspond to the boundaries of each Unit shown in the Plats. Each Unit may be improved by its Unit Owner(s) with one Home constructed by Builder, and the Home thereafter shall be part of the Unit. However, no Unit shall contain more than one residential dwelling unit.

Further, each Unit shall consist of all spaces, interior partitions and other fixtures and improvements within the boundaries of the Home, if any, or which are exclusively appurtenant to the Unit, although all or part of the improvement may not be located within the boundaries of the Unit. Such appurtenant improvements include, but are not limited to, the following, to the extent

7085040 Page: 8 of 124 05/09/2003 02:19PM that they serve an individual Home only and not any other Home or any portion of the Common Elements, no matter where they are located:

- (1) Any and all utility lines, pipes, vents and systems, including, but not limited to, (a) electrical wires and wiring, fixtures, switches, outlets and circuit breakers, (b) water pipes and hose bibs, (c) sewer pipes and clean-outs, (d) vents and ducts, (e) telephone lines and wires, (f) master antenna or cable or satellite television wiring, except where ownership of any of the above is retained by a company, public utility, agency or otherwise providing service therefor;
- (2) Any fireplace, chimney or flue;
- (3) All utility meters not owned by the company, public utility, agency, or other supplying the service; and
- (4) All equipment, appliances, machinery, mechanical or other systems including, but not limited to heat pumps, air conditioning units, HVAC units located on concrete pads upon the Common Elements.
- (5) Patios, decks, balconies, porches, and driveways originally installed by the Builder and attached to the Unit.

The word "Unit" when used throughout this Declaration, shall be deemed to refer to each of the aforesaid Units as herein described.

3.02 <u>Common Elements and General Common Elements</u>. The remaining portion of the lands and premises hereinabove described with all improvements constructed and to be constructed thereon, including all appurtenances thereto, which said remaining portions shall be hereinafter known and referred to as "Common Elements."

The "General Common Elements" shall include, but not be limited to, the following:

- (a) The parcel of land described in Exhibit "B" and depicted in the Project Phasing Plat of the Plats as Four Seasons at Farmington Phase I, not including the Units.
- (b) All of the roads, water and sewer lines (except for those water and sewer lines dedicated to Lower Macungie Township or Lehigh County Authority as depicted on the Land Development Plans), walkways, paths, trees, shrubs, underground sprinkler systems, yards, privacy fences, gardens, etc., constructed or to be constructed by the Builder on the aforesaid parcel of land.
- (c) The clubhouse, swimming pool, golf greens, tennis and bocce courts, and other recreational amenities constructed or to be constructed on the aforesaid parcel of land, and, in general, all other devices or installations existing for common use, including but not limited to tangible personal property.
- (d) The General Common Elements shall not include any of the Units or the Homes as hereinabove described and as shown on the attached Exhibit "H" or as depicted in the Plats, notwithstanding that the Homes will not have been constructed at the time of the recording of this instrument. The interest in the General Common Elements appurtenant to each Unit, as said interest shall be hereinafter defined, shall not include any interest whatsoever in any of the other Units and the space within them, even though the Homes will not be constructed at the time of the recording of this instrument.
- 3.03 <u>Undivided Percentage Interest</u>. For the purposes of this instrument, the ownership of each Unit shall conclusively be deemed to include the respective undivided percentage interest as specified and established hereinafter in the Common Elements. It is the intention of the Declarant hereby to provide that the Common Elements in the Condominium

7085040 Page: 9 of 124 05/09/2003 02:19PM shall be owned by Unit Owners under the condominium form of ownership, with the undivided percentage interest of each Unit as set forth herein.

- 3.04 <u>Limited Common Elements</u>. The Condominium as initially declared shall not have any Limited Common Elements. The Declarant reserves the right to add Limited Common Elements to the Condominium in connection with the annexation of Additional Real Estate as set forth in this Declaration.
- 3.05 Percentage Interest. The individual Units hereby established and which shall be individually conveyed, the percentage interest of each Unit in the General Common Elements and the percent share of each Unit in the Common Expenses are attached hereto as Exhibit "G". The Percentage Interest of each Unit is determined by dividing the number one by the aggregate number of all Units in the Condominium, multiplying by 100, and rounding the product to four decimal places. The Declarant reserves the right, for so long as he shall remain the owner of any of the Units, to change the price or value of such Units. However, no change in the price or value of any of the Units shall change or otherwise affect the undivided percentage interest of any of the Units in the General Common Elements within the Condominium or in the percentage ownership in the Association. Each Unit shall be entitled to one vote.
- 3.06 No Conveyance of Undivided Interest. The undivided percentage interest in the Common Elements to be conveyed with the respective Units may be altered in connection with Declarant's exercise of his rights under Paragraphs 13.00, 15.03 and 17.00 of this Declaration. The Declarant and Unit Owners covenant and agree that the undivided percentage interest in the Common Elements and the fee simple title to the respective Units conveyed therewith shall not be separately conveyed, transferred, alienated or encumbered, and each of the undivided interests shall be deemed to be conveyed, transferred, alienated or encumbered with its Unit notwithstanding that the description in the instrument of conveyance, transfer, alienation or encumbrance may refer only to the fee simple title to the Unit. The Declarant and Unit Owners further covenant and agree that any conveyance, transfer or alienation of any Unit shall conclusively be deemed to include all of the interest of the Unit Owner in the Condominium and any encumbrance upon any Unit also shall be conclusively deemed to attach to all of the interest of the Unit Owner.
- 4.00 The Administering Association. The Condominium shall be administered, managed, and supervised by Four Seasons at Farmington Condominium Association, or, if that name is unavailable, an appropriately named condominium association, hereinafter called the "Association", which shall be formed as a Pennsylvania non-profit corporation, and which shall act by and on behalf of the owners of the Units in the Condominium in accordance with this instrument, the Bylaws and the Condominium Act. The Bylaws form an integral part of the plan of ownership described in this Declaration and this Declaration shall be construed in conjunction with the provisions of said Bylaws, to the extent the Bylaws are not in conflict with it. This Declaration shall control in the event of any conflict.
- 4.01 <u>Powers of Association</u>. Pursuant to the requirements of the Condominium Act, the Association is hereby designated as the form of administration of the Condominium. The Association is hereby vested, subject to this Declaration, with the rights, powers, privileges and duties necessary to and incidental to the proper administration of the Condominium, the same being more particularly set forth in the Condominium Act, this Declaration, and the Bylaws. The Association shall also be empowered to exercise any of the rights, powers, privileges or duties which may, from time to time, be established by law for a condominium association or which may be delegated by the Unit Owners and are not otherwise addressed in the Declaration or the Bylaws. Nothing contained herein to the contrary, either in this Declaration, in the Articles of Incorporation or in the Bylaws shall serve to exculpate members of the Board appointed by the Declarant from their fiduciary responsibility.

In accordance with 68 Pa. C.S.A. Section 3302, the Association, (a) subject to this Declaration, or other instruments of creation, may do all that it is legally entitled to do under the laws applicable to its form of organization; (b) shall discharge its powers in a manner that protects and furthers the health, safety and general welfare of the residents of the community;



and (c) shall provide a fair and efficient procedure for the resolution of disputes between individual Unit Owners and the Association, and between different Unit Owners, that shall be readily available as an alternative to litigation. In addition, the Association may acquire title to or lease any Unit whose owner desires to surrender, sell or lease the same, in the name of the Association or its designees, corporate or otherwise, on behalf of all Unit Owners, or convey, sell, lease, mortgage (but not vote the votes appurtenant thereto) or otherwise dispose of any such Units so acquired or to sublease any Units so leased by the Association.

The Association in particular, subject to the limitations and restrictions contained in this Declaration and in the Articles and Bylaws, shall possess throughout the existence of the Condominium the following irrevocable powers and duties:

- (i) to operate and maintain the Common Elements, including the power to promulgate and enforce rules and regulations which the Association may deem necessary or desirable to promote the mutual use and enjoyment thereof by the Unit Owners and those others permitted by Paragraph 5.07 to use the Recreation Area described therein (including but not limited to the right to limit or restrict access to any recreational facility on the Common Elements by a Unit Owner or bona fide resident of his/her Unit or if such Unit Owner is delinquent in payment of assessments for Common Expenses due hereunder or if a limitation as to the number of guests allowed is necessary in the opinion of the Association to prevent undue congestion of the recreational facilities);
- (ii) to operate, restore and maintain in good, clean, safe condition the lawns, plantings, walkways, roads, recreational facilities, golf holes, utility lines and any other improvements from time to time located on the Common Elements;
- (iii) to determine, assess, collect and pay (as applicable) the Common Expenses described herein, and to estimate such Common Expenses in advance and prepare appropriate budgets;
- (iv) to restore to the extent of the sum of any insurance proceeds received or receivable by the Association in respect thereof, and any deductible amount permitted pursuant to this Declaration, damage by fire or other casualty or any other cause whatsoever to the Common Elements;
- (v) To enter into and perform such contracts, purchases or agreements as the Association shall deem necessary or appropriate to carry out its duties hereunder:
- (vi) To procure and pay for the insurance required to be maintained by the Association;
- (vii) To enforce this Declaration;
- (viii) To promulgate and enforce rules and regulation governing the use of the Homes in order to promote the quiet and peaceful use and enjoyment thereof by all Permitted Occupants (defined below) and guests;
- (ix) To exercise such other powers or perform such other duties as are specifically provided for or necessarily implied in any other provision of this Declaration or the Articles or Bylaws;
- (x) To employ, at the Association's discretion, such independent contractors (including a managing agent), professionals and/or employees as the Association shall select on such terms as the Association shall deem reasonable to carry out the duties herein set forth;



 (xi) To commence and maintain legal or administrative proceedings on behalf of the Association.

Section 4.02 <u>Professional Management Permitted.</u> The Association may employ a management company to carry out and perform the duties of the Association set forth in this Declaration as managing agent for the Association (hereinafter the "Managing Agent") pursuant to a written management agreement between the Managing Agent and the Association (hereinafter the "Management Agreement"). The following provisions shall govern the selection and employment of the Managing Agent during the period of Declarant control of the Association.

- (a) The Declarant may negotiate as agent for the Association, and submit to the Association, a proposed Management Agreement for the ensuing calendar year between the Association and the Managing Agent selected by the Declarant. Upon receipt of such a proposed agreement, the Association shall have the following two options, and no others;
  - (i) to accept, execute and deliver the proposed Management Agreement on behalf of the Association; or
  - (ii) to negotiate, execute and deliver an alternate Management Agreement between the Association and a management company selected by the Association.
- (b) If the Association fails to exercise one or the other of the aforesaid options on or before the first day of December following submission by the Declarant of its proposed Management Agreement, the Declarant may execute and deliver the said Management Agreement as agent for the Association, and in such event the proposed Management Agreement will become a binding contract between the Association and the Managing Agent named therein upon execution and delivery thereof by such Managing Agent. Each Unit Owner, upon acceptance and recordation of a deed to his/her Unit, shall be deemed to have granted to the Declarant the agency described herein.
- 5.00 Restrictive and Protective Covenants and Agreements and Easement Grants. To further implement this plan of ownership, to make feasible the ownership and sale of Units in the Condominium, to preserve the character of the community and to make possible the fulfillment of the purpose of condominium living intended, the Declarant by reason of this Declaration, and all future Unit Owners by their acquisition of title thereto, covenant and agree as follows:

#### 5.01 Age Restrictions.

- (a) That each Unit within the Property may contain one Home to be used for and after construction of such Home (collectively with the Unit, an "Improved Unit") as "housing for older persons" as that term is defined in Section 805(d)(2) of the Fair Housing Amendments Act of 1988, 42 U.S.C. 3607(b)(2), as amended, and the regulations promulgated thereunder. In furtherance of the Property's intended future use as housing for older persons, Homes shall be constructed with certain features designed to provide an accessible physical environment for older persons, including lever type door handles, single lever sink faucets and reinforced walls around tub and shower to support optional installation of "grab bars".
- (b) Four Seasons at Farmington is intended and shall be operated for occupancy by at least one person fifty-five (55) years of age or older per Home. In order to provide for congenial occupancy of the property and for the protection of the value of the Homes, each Home shall be occupied only by a single (potentially extended) family solely for residential purposes, subject to the following: Occupancy shall be restricted so that at least eighty (80%) percent of the Homes shall at all times be occupied by at least one person fifty-five (55) years of age or older per Home and in no event shall any Home be occupied by less than one

8 7085040 Page: 12 of 124 05/09/2003 02:19PM

person forty-two (42) years of age or older except as follows: (i) a husband or wife, regardless of age, residing with his or her spouse provided that the spouse is of the age fifty-five (55) years or older; or (ii) a surviving husband or wife, regardless of age, who was residing with his or her spouse at the Home at the time of death, provided the deceased spouse was of the age of fifty-five (55) years or older at his or her death; and (iii) any person of the age of nineteen (19) years or older, legally related to and residing at the Home with a person who is either of the age of fifty-five (55) years or older, or is permitted by either subsection (i) or (ii) (each individually, a "Permitted Occupant" and collectively, "Permitted Occupants").

- (c) Nothing in this Paragraph 5.01 shall be construed to prohibit the following:
- (i) Entertaining by the Permitted Occupant of any Improved Unit of guests of any age in his or her Improved Unit, including temporary residency by such guests for a period not to exceed thirty (30) consecutive days or an aggregate of ninety (90) days in any calendar year.
- (ii) Occupancy of an Improved Unit by persons described in clauses (i), (ii) or (iii) of Paragraph 5.01(b), none of whom are of the age of 55 years or older, by reason of the voluntary absence of the Permitted Occupant of the Improved Unit who is 55 years of age or older, for a period not to exceed one hundred eighty (180) consecutive days.
- (iii) Occupancy of an Improved Unit by persons described in clauses (i), (ii) or (iii) of Paragraph 5.01(b), none of whom are of the age of 55 years age or older, by reason of the involuntary absence of the Permitted Occupant over 55 years of age who has resided in the Improved Unit, as a result of physical or mental illness of such person.
- (d) In order to permit the Association to monitor compliance with these restrictions, upon any sale or lease of an Improved Unit, the selling or leasing Unit Owner and the purchaser or tenant shall deliver to the Association a certification, on a form prescribed by the Board of Directors, listing the proposed occupants of the Improved Unit after giving effect to such sale or lease and their ages. The Association shall have the right from time to time to require Unit Owners to provide updated certifications regarding the occupants of their Improved Units and reasonable documentation confirming the ages of such occupants.
- 5.02 <u>Ownership of Common Elements</u>. That the Common Elements shall be owned in common by all of the Unit Owners and no other person. The Common Elements shall remain undivided and no Unit Owner shall bring any action for partition or division of the whole or any part thereof except as otherwise provided by law.
- 5.03 Ownership and Conveyance of Condominium Units. That each Unit, together with its Common Element interest, shall for all purposes constitute a separate parcel of real property which may be owned in fee simple and which may be conveyed, devised, inherited, transferred or encumbered along with its allocated undivided percentage interest in the Common Elements, in the same manner as any other parcel of real property, independently of all other Units, subject to the provisions of this instrument, the Bylaws and the Condominium Act. No part of any Unit shall be conveyed, devised, inherited, transferred or encumbered apart from the whole of said Unit and its correlative undivided percentage interest in the Common Elements. All taxes, assessments and charges which may become liens upon the Unit shall relate only to that individual Unit and not to the Condominium as a whole or to other Units.
- 5.04 <u>Easement of Encroachment</u>. That in the event that any portion of the Common Elements encroaches upon any Unit, or vice versa, or in the event that any portion of one Unit encroaches upon another Unit, a valid easement for the encroachment and for the maintenance of the same, so long as it stands, shall and does exist. In the event that any one or more of the Units is partially or totally destroyed and is then rebuilt in substantially the same location, and as a result of such rebuilding any portion of the Common Elements encroaches upon the Units, or vice versa, or any of the Units encroach upon another Unit, a valid easement for such encroachment and for the maintenance thereof, so long as it stands, shall and does exist.



- 5.05 <u>Location of Condominium Units.</u> That in interpreting any and all provisions of this Declaration, or subsequent deeds and mortgages to individual Units, the location of the Unit as shown in the Plats shall be deemed conclusively to be the property intended to be conveyed, reserved or encumbered.
- 5.06 <u>Easements for Declarant and/or Association</u>. In addition to and in supplementation of the easements provided for by Condominium Act Sections 3216 (encroachments), 3217 (Declarant offices, models, and signs), and 3218 (easements to facilitate completion, conversion and expansion of the Condominium), the following easements are hereby created:
- (a) Offices and Models. Declarant shall have the right to maintain sales offices, management offices and models throughout the Property. Declarant reserves the right to place one or more models, management offices and/or sales offices on any portion of the Common Elements in such manner, of such size and in such locations as Declarant deems appropriate. Declarant may from time-to-time relocate models, management offices and/or sales offices to different locations within the Common Elements. Declarant shall have the right to remove any such models, management offices and/or sales offices from the Common Elements at any time up to thirty (30) days after the later of the time when Declarant or Builder ceases to be an Unit Owner.
- (b) Utility Easements. The Units and Common Elements shall be, and are hereby, made subject to perpetual, nonexclusive easements in favor of Declarant, appropriate utility and service companies and governmental agencies or authorities for such utility and service lines and equipment as may be necessary or desirable to serve any portion of the Property and/or the real estate described in Exhibit "F". The easements created in this Paragraph 5.06(b) shall include, without limitation, rights of Declarant, or the providing utility or service company, or governmental agency or authority, to install, lay, operate, renew, alter, inspect, maintain, repair, relocate, add to, change the size of, replace, tie into, connect with and use gas lines, pipes and conduits, water mains and pipes, sanitary sewer lines, storm water and other drain lines, telephone wires and equipment, television equipment and facilities (cable or otherwise), electrical wires, conduits and equipment, and any other pipes, conduits, manholes, grates, valves, boxes, drains, wires, cables, structures, pumps, meters and other facilities used or useful in connection therewith over, under, through, along and on the Units and Common Elements. Notwithstanding the foregoing provisions of this Paragraph 5.06(b), if Declarant, utility or service companies, or governmental entities seek to exercise this easement through a Unit, the easement shall be located either in substantially the same location as such facilities or similar facilities existed at the time of first conveyance of the Unit to a non-declarant, or so as not to materially interfere with the use or occupancy of the Unit by its occupants, unless the owner of such Unit in writing approves a different location. No approval shall be necessary for the exercise of this easement anywhere within the Common Elements.
- (c) <u>Private Satellite</u>. Declarant reserves a perpetual, nonexclusive easement in, upon, through, under and across the Common Elements for the purposes of construction, installation, maintenance, inspection, operation, repair and replacement of lines, conduits, meters, utilities and other facilities necessary for the operation of a private satellite master antenna television system. This easement may be assigned and no Unit Owner shall directly or indirectly interfere with or alter the use of this easement. Neither the Association nor any Unit Owners shall be obligated by this Declaration or the reservation of this easement to use any system installed in accordance with this easement.
- (d) Easement to Correct Drainage. Declarant reserves a perpetual, nonexclusive easement on, over and under those portions of the Common Elements not located within an Unit for the purpose of maintaining and correcting drainage of surface water on any portion of the Property and/or the real estate described in Exhibit "F" in order to maintain reasonable standards of health, safety and appearance. The easement created by this Paragraph 5.06(d) expressly includes the right to cut any trees, bushes, or shrubbery, to grade the soil, or to take any other action reasonably necessary, following which the Declarant shall restore the affected property as closely to its original condition as reasonably practicable.

05/08/03 4:21 PM (e) Easement to Use Detention Ponds. Declarant reserves a perpetual, nonexclusive easement to discharge stormwater into and use the detention ponds which are depicted on the plats for the Condominium as Detention Pond A and Detention Pond B from anywhere on the Property and/or the real estate described in Exhibit "F". Included as an integral part of this easement for drainage and stormwater management is the right to discharge stormwater into and use such detention ponds as sedimentation ponds if and when they are so configured and thereafter until the later of the conclusion of development on the Property or the real estate described in Exhibit "F."

#### (f) Easement for Development of Additional Real Estate.

- 1. Declarant reserves a perpetual, nonexclusive easement on, over, under, through and along those portions of the Common Elements not located within an Unit, for all purposes relating to the construction, development, operation, maintenance, repair, replacement, leasing, and/or sale of improvements on the real estate described in Exhibit "F". This easement shall include, without limitation, the right of vehicular and pedestrian ingress, egress, and regress, the right to park motor vehicles and to engage in construction and marketing activities of any nature whatsoever, including the movement and storage of building materials and equipment, the conduct of sales, leasing and management activities, the maintenance of models and offices and the erection and maintenance of directional and promotional signs.
- 2. The easement created by this Paragraph 5.06(f) shall terminate upon the annexation of all of the real estate described in Exhibit "F" to the Condominium. However, upon the annexation of all of such real estate to the Condominium, Declarant shall have the easements and rights for the conduct of construction and marketing activities with respect to the Condominium as are otherwise provided in the Condominium Act and this Declaration.
- (g) <u>Right of Ingress, Egress and Regress.</u> Declarant reserves a perpetual, nonexclusive easement on, over and through those portions of the Common Elements not located within an Unit as a means of providing ingress to, egress from, and regress to other portions of the Common Elements, roads and public rights-of-way which are within or adjacent to the Property, and the real estate described in Exhibit "F".
- (h) Access to Units. The Units are hereby made subject to the following perpetual, nonexclusive easements:
  - 1. In favor of the Association and its agents, employees and independent contractors, (i) for inspection of the Units in order to verify the performance by Unit Owners of all items of maintenance and repair for which they are responsible, (ii) for inspection, maintenance, repair, and replacement of the Common Elements situated in or accessible from such Units, and (iii) for correction of emergency conditions in one or more Units, or casualties to the Common Elements and/or the Units, it being understood and agreed that the Association and the agents, employees and independent contractors of the Association shall take reasonable steps to minimize any interference with an Unit Owner's use of his or her Unit resulting from the Association's exercise of any rights it may have pursuant to this Paragraph 5.06(h)(1); and
  - 2. In favor of each Unit Owner benefited thereby and the Association and its agents, employees and independent contractors, for the installation, repair, maintenance, use, removal and/or replacement of pipes, ducts, electrical, telephone, telegraph or other communication systems and all other utility lines and conduits which are part of the Common Elements and which pass across or through a portion of one or more Units.



- (i) <u>Areas for Emergency Personnel</u>. Declarant hereby subjects the Common Elements to a perpetual, nonexclusive right of access in favor of the police, fire, and emergency medical personnel who now or in the future protect or serve the Condominium and its residents to enable them to provide emergency aid to the Condominium and/or its residents.
- (j) Sign. Declarant subjects the Common Elements to a perpetual, nonexclusive easement in, upon, through, across and over the Common Elements for access by the Declarant or the Association to the site entrance signs. The Association shall be responsible for maintenance and lighting of these signs. Declarant reserves the right to maintain the signs in the event the Association fails to do so. These signs shall not be altered or changed in any way without Declarant's written consent.
- (k) <u>Benefit of Easements and Assignment</u>. All easements reserved in this Paragraph 5.06 of the Declaration for the benefit of the Declarant shall be for the benefit of the Declarant and the owners from time to time of the real estate described in Exhibit "F", and shall be assignable in whole or in part without the consent of any Unit Owner or holder of any mortgage on an Unit.
- (l) <u>Obligations Under Paragraph 5.06</u>. Declarant shall have absolutely no obligation to exercise any rights granted in this Paragraph 5.06, including, without limitation, the rights to maintain, repair, relocate or correct anything within the Condominium.

#### 5.07 Easement for Use of Recreation Area.

- (a) The Declarant, each Unit Owner, and each person lawfully residing on the real estate described in Exhibit "F" are hereby granted a perpetual right and easement to access and enjoy in common with others the amenities and recreational facilities (collectively, "Recreation Area") which are part of the Common Elements, whether existing now or in the future, and including, without limitation, any club house, swimming pool, tennis courts, bocce courts, walking path, and golf greens which are Common Elements. This right and easement shall include the right of passing on foot through those portions of the Units not occupied by Homes as is reasonably necessary to access and enjoy the golf greens, and of passing on foot or by vehicle through the Common Elements in accordance with the Rules and Regulations to access and enjoy the golf greens.
- (b) The rights and easements of access and enjoyment created hereby shall be subject to the following:
  - 1. The right of the Association to charge users, including guests, reasonable admission and other fees for the use of such recreational areas, provided, however, that those persons lawfully residing on the real estate described in Exhibit "F" shall be charged no more for the use and enjoyment of such recreational areas than the Unit Owners; and
  - 2. The right of the Declarant and the Association, to adopt rules and regulations governing the use of such recreational areas, provided, however, that such rules and regulations do not treat those persons lawfully residing on the real estate described in Exhibit "F," their heirs, successors and assigns, differently from any Unit Owner.
- 5.08 <u>Utilities.</u> Water and sewer lines located within the development shall be maintained and operated by the Association except for the utility lines located within the ten (10) foot wide utility easement dedicated to Lower Macungie Township and/or the Lehigh County Authority, respectively, as depicted on the Land Development Plans.
- 5.09 <u>Membership of Unit Owners in Condominium Association</u>. That every Unit Owner shall, upon becoming the owner of a Unit, automatically become a member of the Association until such time as his ownership of a Unit ceases for any reason, at which time his membership in the Association shall automatically cease. Other than as an incident to a lawful



transfer of title to a Unit, membership in the Association shall be nontransferable and any attempted transfer shall be null and void.

- 5.10 <u>Penalties</u>. That each owner, tenant, occupant, and guest of a Unit shall comply with the provisions of this instrument and the Bylaws and Rules and Regulations and failure to comply therewith shall be grounds for an action to recover sums due or damages, or to obtain injunctive relief. The Board shall have the power to implement a system for imposing fines on any Unit Owner who violates this instrument, the Bylaws or the Rules and Regulations.
- Contribution of Unit Owners Toward Expenses, Administration, Etc. of Common Elements and the Association. That each Unit Owner is bound to pay its percent share of the Common Expenses. Those expenses include, without limitation, the expenses of administration, maintenance, repair and replacement of the Common Elements, expenses declared common by this Declaration or the Bylaws, and the expenses of administering and maintaining the Association and all of its real and personal property in such amounts as shall from time to time be found by the Association to be necessary, including, but not limited to: expenses for the operation, maintenance, repair or replacement of buildings, grounds or facilities within the Condominium; the maintenance, operation, repair or replacement of the recreational facilities; all costs of carrying out the duties and powers of the Association; compensation of Association employees; insurance premiums and expenses relating thereto; taxes which may be assessed against association property, water charges; and any other expenses of the Association as set forth herein, in the Bylaws or which by law may be designated by the Board as Common Expenses and are so designated. Any amounts accumulated from assessments for Common Expenses and income from the operation of Common Elements to which such Common Expenses pertain in excess of the amount required for actual Common Expenses shall be held by the Association as reserves for future Common Expenses. No Unit Owner may exempt himself from contributing toward the Common Expenses by waiver of the use or enjoyment of the Common Elements or by abandonment of the Unit or in any other manner. Payment by the Unit Owner of his or her percent share of the Common Expenses is an absolute obligation of each Unit Owner regardless of any use or benefit to the Unit Owner from the Common Elements or such Common Expenses. Payment of the Common Expenses shall be made in the amount and frequency as determined by the Board, to the Association at the principal office of the Association or such other place as shall be designated by the Board.
- 5.12 Lien in Favor of the Association. That all charges and expenses chargeable to any Unit shall constitute a lien against said Unit in favor of the Association, which lien shall be prior to all other liens and encumbrances except (1) liens for real estate taxes and other governmental assessments or charges against the Unit; (2) mortgages and deeds of trust on the Unit securing first mortgage holders and recorded before the due date of the assessment, if the assessment is not payable in installments, or the due date of the unpaid installment, if the assessment is payable in installments; and (3) liens and encumbrances recorded before the recording of the Declaration. The charges and expenses represented in the annual maintenance assessment shall become effective as a lien against each Unit on the first day of each year. Additional or added assessments, fines, fees, charges, late charges, interest and expenses, if any, chargeable to Units and not covered by the annual maintenance assessment, shall be enforced as an assessment and become effective as a lien against each Unit as of the date when such amount is due or, in the absence of a due date, is levied or incurred. In the event that the assessment, charge or other expenses giving rise to said lien remains unpaid for more than ten (10) days after it shall become due and payable, the entire outstanding balance of the annual assessment (at the then applicable rate) and other additional or added assessments, charges and expenses shall immediately become due and payable and the lien may be foreclosed by the Association in the manner provided for the foreclosure and sale of real estate mortgages. In the event of foreclosure, the Association shall, in addition to the amount due, be entitled to recover the expenses of the action including court costs and reasonable attorneys' fees. The right of the Association to foreclose the lien shall be in addition to any other remedy which may be available at law or equity for the collection of annual, additional or added charges and expenses, including the right to proceed personally against any delinquent Unit Owner for the recovery of a personal judgment for the amount due, court costs and reasonable attorneys' fees. The title acquired by any purchaser following any such foreclosure sale or sheriff's judgment sale shall be subject to





all of the provisions of this instrument, the Bylaws, the Rules and Regulations and the Condominium Act and by so acquiring title to the Unit, said purchaser covenants and agrees to abide by and be bound thereby.

- 5.13 Payment of Expenses Out of Proceeds of Sale. That upon the sale, conveyance or other lawful transfer of title to a Unit, all unpaid assessments, fines, charges and expenses chargeable to the Unit shall first be paid out of the sales price or by the acquirer pursuant to 68 Pa. C.S.A. Sect. 3315 and in preference to any other assessments or charges of whatever nature except those items given preference by 68 Pa. C.S.A. Sect. 3315(b).
- 5.14 <u>Liability of Purchaser for Assessments Due Association</u>. That the acquirer of title to a Unit, except as otherwise provided by law, shall be jointly and severally liable with his predecessor in title thereto for the amounts owing by the latter to the Association up to the time of the transfer of title, without prejudice to the acquirer's right to recover from his predecessor in title the amount paid by him as such joint debtor.
- Maintenance of Units. Each Unit Owner shall promptly furnish, perform and be responsible for, at his own risk, cost and expense, all of the maintenance, repairs and replacements for his own Home, provided however: (i) such maintenance, repairs and replacements as may be required for the functioning of the common plumbing, mechanical, electrical and water supply systems within the Condominium shall be furnished by the Association; and (ii) the Association, its agents and employees may effect emergency or other necessary repairs which the Unit Owner has failed to perform; but any and all expenses incurred pursuant to the foregoing provisions shall be the responsibility of the Unit Owners affected thereby. Except as herein provided, maintenance, repairs and replacements of the plumbing fixtures and systems, windows, doors, patios (enclosed or unenclosed), balconies, electrical wiring and receptacles, appliances and equipment, and lighting fixtures or part of any Home shall be the Unit Owner's responsibility, as its sole cost and expense. If any Unit Owner fails to perform such work the Association may do so on the Unit Owner's behalf and charge the reasonable expenses thereof to the Unit Owner. Maintenance, repair, replacement, cleaning and washing of all walls, ceilings, skylights, wallpaper, paint, paneling, floor covering, draperies, and the window shades or curtains within any Home shall also be the Unit Owner's responsibility, at its sole cost and expense. Notwithstanding the Association's powers and duties regarding the Units, each Unit Owner shall be authorized to take such action as is necessary to repair or otherwise attend to his Home in the event of an emergency to prevent further damage to the Home or its contents before the Association is able to effect repairs to the Unit.
- 5.16 Modification of Units. That no Unit Owner shall make any modifications or alterations to the grade or drainage of, construct any improvements upon, or modify or alter structurally any improvement upon a Unit without the written consent of the Association or of its duly authorized representative, and no act shall be done under any circumstances which does or may tend to impair the structural integrity of any of the structures in the Units or adversely affect any of the Common Elements. No Unit Owner shall alter in any manner the trusses which make up the roof structure of each Home. No Unit Owner shall be permitted to install or have installed any window air conditioner, window fan, heat pump, solar collector or similar cooling, heating and/or ventilating device in any window, door or other exterior opening of a Home. No Unit Owner shall be permitted to erect or have erected any fence, partition, wall, divider or similar structure exterior to their Home other than any such structure erected by the Builder. No Unit Owner shall make or cause to be made any alterations or replacements to the exterior of his Home including, but not limited to doors, windows or skylights (notwithstanding that such alteration or replacements are to portions of his Home), or to any Common Elements without the prior written approval of the Board or a committee appointed by it in accordance with its Bylaws.
- 5.17 <u>General Restrictions</u>. The use of the Units and the Common Elements and the occupancy of the Improved Units shall be subject to the following restrictions:



- (a) No Unit, except those Units used by Declarant for sales offices, management or administrative offices, or models, shall be used for any purpose other than for a private, single-family detached residence.
- (b) Each Permitted Occupant may use the Common Elements in accordance with the purpose for which they are intended, without hindering or encroaching upon the lawful rights of the other Unit Owners or Permitted Occupants.
- (c) Unit Owners shall not cause or permit anything to be hung, displayed or placed on the outside walls, doors or windows of any Home or other structures whether or not Common Elements except in accordance with the Rules and Regulations of the Board.
- (d) The use and covering of the interior surfaces of windows, whether by draperies, shades or other items visible on the exterior of the Home, shall be subject to the Rules and Regulations of the Board of Directors.
- (e) No animals, livestock, fowl or poultry of any kind shall be raised, bred, or kept in any Unit or in the Common Elements, except that household pets may be kept in Homes subject to the Rules and Regulations adopted by the Board of Directors. The Rules and Regulations may exclude any kind of pet by type or category. Household pets shall not be kept, bred or maintained for any commercial purpose. All pets shall be registered with the Board.
- (f) Except in compliance with Rules and Regulations of the Board, nothing shall be placed, stored, and/or used on the Common Elements, or on balconies, unit entryway areas, breezeways, porches, patios, decks and sidewalks, including but not limited to wood, grills, or garbage cans.
- (g) Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance on the Property, or contents thereof, applicable for residential use except in compliance with the Rules and Regulations of the Board. No Unit Owner shall permit anything to be done or kept in his Unit or in the Common Elements which will result in the cancellation of insurance on all or any portion of the Property.
- (h) No Unit Owner shall permit his Unit to be used or occupied for any illegal or prohibited purpose.
- (i) No noxious or offensive activity or noise shall be carried on or allowed in or upon the Common Elements or in any Unit, and nor shall anything be done therein either willfully or negligently which may be or become an annoyance or nuisance to the other residents in the Condominium.
- (j) The Common Elements and the Units shall be kept free and clear of rubbish, debris and other unsightly materials.
  - (k) No waste will be committed in or to any of the Common Elements or Units.
- (l) No Unit Owner shall directly or indirectly interfere with or alter the drainage or runoff patterns and systems within the Condominium.
- (m) No recreational vehicles (campers, house-trailers, motor homes, boats, motor bikes, snowmobiles, "off road" vehicles, trailers for one or more recreational vehicles, etc.) or commercial vehicles shall be stored anywhere on the Property. No such vehicles will be allowed to park overnight without prior written approval by the Board or the duly authorized representative of the Board. When permission is granted for overnight parking, the vehicle must be parked in the predesignated area and cannot be used as living quarters. "Commercial vehicles" shall refer to pick-up trucks, vans, trucks, tractors, trailers, wagons, or oversized vehicles having commercial license plates, or displaying any type of advertising, or used for commercial purposes.



- (n) Major car repairs are prohibited on the Property.
- (o) No vehicles shall be operated or driven anywhere on the Property other than upon the streets, parking areas, driveways, garages, and other areas designated for such activity by the Board.
- (p) This Paragraph 5.17 shall not be construed to prevent or prohibit an Unit Owner from maintaining his personal professional library, keeping his personal business or professional records or accounts, or handling his personal business or professional telephone calls with business or professional associates, clients, or customers, in his Unit. Home occupations shall also be permitted subject to the following restrictions. Any usage of the Unit for business purposes must be strictly secondary to the primary use of the Unit for a Home as a residential dwelling. No employees, independent contractor workers, customers, delivery vehicles, or signs of or for such business, or aspects of a business which are or may be visible from outside of the Home shall be permitted on the Unit or anywhere else in the Condominium. Any home occupation shall be further limited to activities of the Home's occupants only and to use of telephone and computer; receipt of mail at times and in quantities consistent with residential occupancy; paperwork/deskwork; and such other unobtrusive activities as may be approved by the Association in its sole discretion.

The Board, pursuant to the Bylaws, shall adopt Rules and Regulations which shall be in addition to and supplement to restrictions on the Unit Owner's use of the Common Elements and as long as such Rules and Regulations are consistent with the intent and purposes set forth herein, such Rules and Regulations shall be deemed not to be amendments to the Declaration.

- 5.18 <u>Damage to Common Elements</u>. If, due to the negligent act or omission of or misuse by a Unit Owner, or a member of his family or household pet, guest, occupant, visitor, or tenant (whether authorized or unauthorized by the Unit Owner), damage shall be caused to the Common Elements, or to a Unit(s) owned by others, whether or not improved, or maintenance, repairs or replacements shall be required which would otherwise be a Common Expense, such Unit Owner shall pay for such damage and be liable for any damages, liability, costs and expenses, including attorneys' fees, caused by or arising out of such circumstances. Such maintenance, repairs and replacements to the Common Elements or the Unit(s) shall be subject to the Bylaws and the Rules and Regulations.
- 5.19 <u>Prohibition of Subdivision and Conversion</u>. No Unit may be subdivided into two or more Units or converted into Common Elements.
- 5.20 Rental Restrictions of Units. That Units shall not be rented or used by the Unit Owners for transient or hotel purposes, which is defined as (a) rental for any period of less than 180 days, or (b) rental if the occupants of the Unit are provided customary hotel services, such as room services for food and beverages, maid service, furnishing laundry and linen, bell boy service, etc. Leasehold condominiums are also prohibited. Other than the foregoing restrictions, and the requirement that not less than the entire Unit may be leased, the Unit Owners (including the Declarant or its affiliates) shall have the absolute right to lease the same. All leases must be in writing and state that the terms of the lease are subject to the covenants, conditions and restrictions contained in this Declaration, the Bylaws, the Rules and Regulations and the Condominium Act, and that failure by the lessee to comply with the terms of such documents shall be a default under the lease. Unit Owners shall deliver a copy of each lease to the Association within ten (10) days after execution thereof. In the event a lessee of a Unit fails to comply with the provisions of this Declaration, the Bylaws or Rules and Regulations, then, in addition to all other remedies which it may have, the Association shall notify the Unit Owner of such violation and demand that the same be remedied through the Unit Owner's efforts within thirty (30) days after such notice. If such violation is not remedied within the thirty (30) day period, then the Unit Owner shall immediately thereafter, at his own cost and expense, institute and diligently prosecute an eviction action against his lessee on account of such violation. Such action shall not be compromised or settled without the prior written consent of the Board. In the event the Unit Owner fails to fulfill the foregoing obligation, then the Board shall have the right, but not the duty, to institute and prosecute such action at the Unit Owner's sole cost and expense,



including all attorney's fees incurred. Those costs and expenses constitute a lien on the particular Unit involved, and collection thereof may be enforced by the Board in the same manner as the Board enforces collection of Common Expenses.

5.21 <u>Restoration and Replacement of Condominium in Event of Fire, Casualty or Obsolescence.</u> That in the event of fire or other casualty or disaster resulting in damage to a Unit or the Common Elements, the provisions of the Condominium Act shall govern the decision as to restoration, replacement or election not to reconstruct or replace.

All decisions concerning the obsolescence of existing Units in the Condominium or any of the Common Elements, the sale of Condominium property, and the demolition and/or replacement of same shall be determined in accordance with the Condominium Act and Article 6.03 of the Bylaws. In addition, ninety (90%) percent of the votes allocated to Units not owned by a declarant must be cast in favor of any conveyance of all or any portion of the Common Elements for such conveyance to occur.

The Association, acting by and on behalf of the Unit Owners, shall insure the Common Elements and Units exclusive of improvements and betterments installed in Units against risk of loss by fire and other casualties covered by a broad form fire and extended coverage policy, including vandalism and malicious mischief and such other risks as the Board shall from time to time require, all in accordance with the provisions of the Bylaws. The insurance carried by the Association shall comply with Section 3312 of the Condominium Act. Nothing contained herein and no provisions of the Bylaws shall be deemed to prohibit any Unit Owner from obtaining insurance for his own benefit. No Unit Owner shall, however, insure any part of the Common Elements whereby, in the event of loss thereto, the right of the Association to recover the insurance proceeds for such loss in full, shall be diminished or impaired in any way.

6.00 Provisions of this Instrument and Exhibits Thereto to Run with the Land.

The acquisition of title by any person to a Unit shall be conclusively deemed to mean that the acquirer adopts and ratifies the provisions of this Declaration, the Bylaws and Rules and Regulations, as each may be amended from time to time, and will comply therewith. The easements, rights-of-way, covenants, agreements and restrictions set forth herein shall run with the land and shall be binding upon the Declarant (except as conditioned herein) and all Unit Owners.

Lower Macungie Township and K. Hovnanian at Lower Macungie Township II, LLC have entered into a Subdivision Improvement Agreement. This Agreement represents a covenant running with the land and contains obligations which bear upon the development of the Condominium. The Builder is required to construct certain phased improvements in a timely manner and in compliance with approved plans. These improvements will be inspected by the Township or its designated representatives.

7.00 Ownership of Unsold Units. The Declarant shall be deemed to be the owner of any unsold Units under the same terms and conditions as all other Unit Owners. For purposes of this paragraph, "unsold Units" shall mean or refer to any Units, title to which has not been transferred from the Declarant.

#### 8.00 Protective Provisions for the Benefit of Eligible Mortgage Holders.

8.01 General. The provisions of this Paragraph 8.00 and its subparagraphs shall apply with respect to each Eligible Mortgage Holder. However, the holder of a mortgage on an Unit, including without limitation Eligible Mortgage Holders, shall have no right (a) to participate in the adjustment of losses with insurers or in the decision as to whether or not or how to repair or restore damage to or destruction of the Property, (b) to receive or apply the proceeds of insurance to the reduction of mortgage debt or otherwise, except in the event and to the extent either of a distribution of such proceeds to the owner of the Unit encumbered by such mortgage pursuant to Section 3312(g) of the Condominium Act or of such proceeds in excess of the cost of repair or restoration being received by the owner of the Unit encumbered by such mortgage, or

7085040 Page: 21 of 124 05/09/2003 02:19PM

05/08/03 4:21 PM

- (c) to accelerate the mortgage debt or to have any other remedies by virtue of waste or alleged waste or other conditions occurring anywhere on the Property other than within the affected Unit; and the obligation secured shall be prepayable, without penalty, upon the happening of any termination of the Condominium or determination not to restore or replace the affected Unit.
- 8.02 <u>Notice</u>. Any Eligible Mortgage Holder shall be entitled to timely written notice of:
- (a) any condemnation or casualty loss that affects either a material portion of the Condominium or the Unit securing the Eligible Mortgage Holder's mortgage; and
- (b) any sixty (60) day delinquency in the payment of Common Expense assessment installments or other assessments or charges owed to the Association by a Unit Owner of any Unit upon which the Eligible Mortgage Holder holds a mortgage; and
- (c) a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and
- (d) any proposed action that requires the consent of a specified percentage of Eligible Mortgage Holders.
- 8.03 <u>Inspection of Records.</u> Any Eligible Mortgage Holder shall upon request, (a) be permitted to inspect the books and records of the Association during normal business hours; and (b) receive a copy of an annual financial statement of the Association within ninety (90) days following the end of any fiscal year of the Association. The Association shall maintain current copies of the Declaration, Articles of Incorporation, Bylaws and Rules and Regulations, and any respective amendments thereto.
- 8.04 <u>Common Expense Default</u>. Notwithstanding the absence of any express provision to such effect in the mortgage instrument, in the event that there is any default in the payment of any installment of a Common Expense assessment with respect to any Unit, either regular or special, the Eligible Mortgage Holder of such Unit shall be entitled to declare such mortgage in default in the same manner that is permitted by such mortgage with respect to any default in the payment of real estate taxes.

#### 9.00 FNMA Provisions.

- 9.01 Amendments Requiring Approval of 51% of Eligible Mortgage Holders.
  Subject to the limitations imposed by Sect. 3221 of the Condominium Act, and
  Paragraph 8.01 of this Declaration, the prior written approval of at least fifty-one (51%) percent of the Eligible Mortgage Holders is required for any material amendment to this Declaration or to the Bylaws or Articles of Incorporation including, but not limited to, any amendment which would change any provision relating to:
  - (a) voting rights;
  - reduction in reserves for maintenance, repair and replacement of Common Elements;
  - (c) responsibility for maintenance and repairs;
  - (d) reallocation of interests in the Common Elements or rights to their use;
  - (e) redefinition of any Unit boundaries;
  - (f) convertibility of Units into Common Elements or vice-versa;
  - (g) hazard or fidelity insurance requirements;
  - (h) imposition of any restrictions on the leasing of Units;
  - (i) imposition of any restrictions upon a Unit Owner's right to sell or transfer his or her Unit;
  - (j) assessment liens or the priority of assessment liens;
  - (k) change from required professional management to self-management of the Association;



- (l) restoration or repair of the Condominium (after damage, destruction or condemnation) in a manner other than that specified in this Declaration;
- (m) any action to terminate the legal status of the Condominium as a Condominium after substantial destruction or condemnation occurs; or
- (n) any provisions that expressly benefit Eligible Mortgage Holders.

However, the approval of Eligible Mortgage Holders shall not be required for any amendment to this Declaration made by the Declarant pursuant to Paragraphs 13.00 through 17.00 of this Declaration.

- 9.02 Amendments Requiring Approval of 67% of Eligible Mortgage Holders. The prior written approval of at least sixty-seven (67%) percent of the Eligible Mortgage Holders is required before the effectuation of any decision by the Unit Owners to terminate the legal status of the Condominium as a condominium for reasons other than substantial destruction or condemnation of the Property.
- 9.03 <u>Common Expense Lien Subordinate</u>. Any lien the Association may have on any Unit in the Condominium for the payment of Common Expense assessments attributable to each Unit is subordinate to the lien or equivalent security interest of any first mortgage on the Unit recorded prior to the date any such Common Expense assessment became due.
- 9.04 <u>Liability for Common Expense Assessments</u>. Any Eligible Mortgage Holder holding a first mortgage lien on a Unit that obtains title to a Unit as a result of foreclosure of the first mortgage, or by deed or assignment in lieu of foreclosure, or any purchaser in a foreclosure sale, or their respective heirs, successors and assigns, is not liable for the share of Common Expenses or other assessments by the Association pertaining to such Unit or chargeable to the former Unit Owner which became due prior to acquisition of title. Such unpaid share of Common Expenses and other assessments shall be deemed to be Common Expenses collectible from all of the remaining Unit Owners including such acquirer, his heirs, successors and assigns.
- 9.05 Implied Approval. Approval of any action requiring consent hereunder will be implied when an Eligible Mortgage Holder fails to submit a response to any written proposal within thirty (30) days after it receives written notice of the proposal provided that notice was delivered by certified or registered mail, with a return receipt requested, to the last known address of the Eligible Mortgage Holder.
- 10.00 Management Agreements. Any management agreement for the Condominium entered into by the Association prior to the election of the Board by the Unit Owners pursuant to Sect. 3303(e) of the Condominium Act will be terminable by the Association with or without cause and without penalty upon ninety (90) days prior written notice thereof, and the term of any such agreement shall not exceed one (1) year.
- 11.00 Severability of Provisions Hereof. It is the intention of the Declarant that the provisions of this instrument are severable so that if any provisions, conditions, covenants or restrictions thereof shall be invalid or void under any applicable federal, state or local law, the remainder shall be unaffected thereby. In the event that any provision, condition, covenant or restriction thereof, is at the time of recording of this instrument, void, voidable or unenforceable as being contrary to any applicable federal, state or local law, the Declarant and Unit Owners covenant and agree that any future amendments or supplements to the said laws having the effect of removing said invalidity, voidability or unenforceability, shall be deemed to apply retrospectively to this instrument thereby operating to validate the provisions of this instrument which otherwise might be invalid and it is covenanted and agreed that any such amendments and supplements to the said laws shall have the effect herein described as fully as if they had been in effect at the time of the execution of this instrument.
- 12.00 <u>Amendment of Declaration Termination</u>. This Declaration may be amended only in accordance with the procedures specified in Sect. 3219 of the Condominium



Act, the other sections of the Condominium Act referred to in Sect. 3219 thereof and the express provisions of this Declaration. Such amendments may be made at any meeting of the Association duly held in accordance with the provisions of the Bylaws, provided, however, that such amendments are subject to the provisions of Paragraph 9.00 hereof and its subparagraphs, and further, provided that any amendment, deed of revocation or other document regarding termination of the condominium form of ownership shall be governed as set forth below. No amendment shall be effective until recorded in the Office of the Recorder of Deeds in and for Lehigh County, Pennsylvania. In the alternative, an amendment may be made by an agreement, signed and acknowledged by all of the Unit Owners in the manner required for the execution of a Deed, and such amendment shall be effective when recorded in the Office of the Recorder of Deeds in and for Lehigh County, Pennsylvania.

No amendment shall impair or adversely affect the rights of the Declarant or cause the Declarant to suffer any financial, legal or other detriment, including but not limited to any direct or indirect interference with the sale of Units, or the assessment of the Declarant for capital improvements.

If any amendment is necessary in the judgment of the Board of Directors to cure any ambiguity, or to correct or supplement any provision of this Declaration or the Exhibits attached hereto or the Plats which is defective or inconsistent with any other provision hereof or with the Condominium Act, or to change, correct or supplement anything appearing or failing to appear in the attached Exhibits or the Plats which is incorrect, defective or similarly inconsistent, or if such amendment is necessary to conform to the then current requirements of the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation with respect to condominium projects (and such amendment will not alter the rights of the Declarant or the Unit Owners, or alter any rights in the Recreation Area), the Board may, at any time and from time to time effect such amendment without the approval of any Unit Owner or holder of any mortgage on any Unit, upon receipt by the Board of an opinion from independent legal counsel to the effect that the proposed amendment is permitted by the terms of this sentence, together with a like opinion from an independent registered architect or licensed professional engineer in the case of any such amendment to Exhibits "A" through "F" and "H" or the Plats. Each such amendment shall be effective upon the recording in the Office of the Recorder of Deeds in and for Lehigh County, Pennsylvania, of an appropriate instrument setting forth the amendment and its due adoption, execution and acknowledgment by one or more officers of the Board.

Notwithstanding anything to the contrary herein, an amendment, deed of revocation, or other document shall be effective to terminate the Condominium form of ownership upon the written approval of eighty (80%) percent of the votes allocated to Units not owned by a declarant, and the written approval of the Declarant for so long as he holds one (1) Unit for sale in the ordinary course of business.

option until the seventh (7<sup>th</sup>) anniversary of the recording of this Declaration, to add Additional Real Estate to the Condominium from time to time in compliance with Sect. 3211 of the Condominium Act, without the consent of any Unit Owner or holder of any mortgage on any Unit. The option to expand may be terminated prior to such anniversary only upon the filing by Declarant of an amendment to this Declaration explicitly providing for such termination. Declarant expressly reserves the right to add any or all portions of the Additional Real Estate at any time, at different times, in any order, without limitation and without any requirement that any other real estate be added, converted or withdrawn; provided, however, that the Additional Real Estate shall not exceed the area described on Exhibit "A" hereto. There are no other limitations on the option to expand.

Declarant makes no assurances as to location of units or other improvements on the Additional Real Estate. At such time as the Condominium is completely expanded, the maximum number of units on the Additional Real Estate as an aggregate will be no more than One Hundred Ninety Five (195) units, and the maximum number of units per acre on the Additional Real Estate expressed as an overall average for all of the Additional Real Estate will be no more than four (4) units per acre. Units that may be created on the Additional Real Estate

7085040 Page: 24 of 124 05/09/2003 02:19PM will be restricted exclusively to residential use. Declarant makes no assurances that the units to be created or dwellings which may be constructed on those units on the Additional Real Estate or any other buildings constructed therein will be compatible in quality, size, materials, architectural style and structure type with Units or other buildings on the Property or will be constructed as shown on the Plats or Exhibit "H". Declarant expressly reserves the right to create Limited Common Elements on the Additional Real Estate and to designate Common Elements therein which may be subsequently assigned as Limited Common Elements. Declarant makes no assurances as to type, size or maximum number of such Common Elements or Limited Common Elements or proportion of Limited Common Elements to Units. Likewise, Declarant makes no assurances with regard to any improvements and Limited Common Elements that may be made or created upon or within the Additional Real Estate. The reallocation of Percentage Interests in the Additional Real Estate and the Property shall be computed in the same manner as set forth in Paragraph 3.05 herein. All restrictions in this Declaration affecting use, occupancy and alienation of Units will apply to units created in the Additional Real Estate. In the event that Declarant shall not add, or adds and then subsequently withdraws, any portion of the Additional Real Estate, Declarant shall nevertheless have the right to construct all or any portion of any buildings on the Real Estate described in Exhibit "F" and the Project Phasing Plat of the Plats and operate the same without restriction, except as set forth above.

### 14.00 Declarant's Rights.

- Until the sixtieth (60th) day after conveyance of twenty-five (25%) (a) percent of the Units to Unit Owners other than a declarant, Declarant shall have the right to appoint and remove any and all officers and members of the Board of Directors. Declarant may not unilaterally remove any members of the Board elected by Unit Owners other than Declarant.
- Not later than sixty (60) days after conveyance of twenty-five (25%) percent of the Units to Unit Owners other than a declarant, two (2) (which is 28.57%) of the seven-member Board of Directors shall be elected by Unit Owners other than Declarant.
- Not later than sixty (60) days after conveyance of fifty (50%) percent of the Units to Unit Owners other than a declarant, three (3) (which is 42.86%) of the sevenmember Board of Directors shall be elected by Unit Owners other than Declarant.
- Not later than the earlier of (i) seven (7) years after the date of the recording of this Declaration, or (ii) one hundred eighty (180) days after 75% of the Units have been conveyed to Unit Owners other than a declarant, all members of the Board of Directors shall resign, and the Unit Owners (including Declarant to the extent of Units owned by Declarant) shall elect a new seven-member Board.
- Any of the powers of the 15.00 Master Association Reservation of Right. Association may be exercised by or may be delegated by the Board of Directors to a Master Association in which event all provisions of the Condominium Act applicable to the Association shall apply to the Master Association insofar as actions affect the Condominium.
- The Members of 15.01 Liability of Board of Trustee Members and Officers. the Board of Directors have no liability for the acts or omissions of the Master Association with respect to those powers delegated to the Master Association.
- If all of the Powers of the Association are 15.02 Delegation of All Powers. delegated to a Master Association and accepted by such association, then the Board of Directors of the Master Association may act in all respects as the Board of Directors of the Condominium and no separate Board shall be elected or exist.
- 15.03 Rights of Declarant. Declarant hereby explicitly reserves the right from time to time, until the seventh (7<sup>th</sup>) anniversary of the recording of this Declaration, to cause the delegation of some or all of the powers of the Association to a Master Association. This right may be terminated prior to such anniversary only upon the filing of an Amendment to this Declaration by Declarant explicitly providing for such termination.

7085040 Page: 25 of 124 05/09/2003 02:19PM

16.00 <u>Limitation of Timeshares</u>. No Units in the Condominium may be owned in time-share estates.

17.00 Merger or Consolidation. Declarant hereby explicitly reserves an option, until the seventh (7<sup>th</sup>) anniversary of the recording of this Declaration, to cause the Condominium to be merged or consolidated pursuant to Section 3223 of the Condominium Act with any one or more condominium(s) created on the Additional Real Estate without the consent of any Unit Owner or the Association or holder of any mortgage on any Unit. This option to merge or consolidate may be terminated prior to such anniversary only upon the filing by Declarant of an amendment to this Declaration explicitly providing for such termination.

Declarant makes no assurances as to the location of units or other improvements in such other condominiums. At such time as such other condominiums are created, the maximum number of units per acre in such other condominiums as an overall average will be no more than four (4) units per acre. Units that may be created in such other condominiums will be restricted exclusively to residential use. Declarant makes no assurances that the units to be created in such other condominiums or any other buildings therein will be compatible in quality, size, materials, architectural style and structure type with Units or other buildings in the Condominium. Limited common elements may be created in such other condominiums and common elements in such other condominiums may be subsequently assigned as limited common elements. Declarant makes no assurances as to type, size or maximum number of such common elements or limited common elements in such other condominiums. Likewise, Declarant makes no assurances with regard to any improvements and limited common elements that may be made or created upon or within such other condominiums. All restrictions in this Declaration affecting use, occupancy and alienation of Units will apply to units created in such other condominiums.

The foregoing assurances shall not apply if the merger or consolidation does not take place.

Upon such merger or consolidation, the Percentage Interests at the time the merger or consolidation is effectuated will be decreased by reallocating all Percentage Interests in accordance with the original methods used under Paragraph 3.05. There will be no other provisions in the agreement of merger which materially change any rights, obligations or liabilities of the Unit Owners. The real estate which is or may be part of such other condominiums is described in Exhibit "F" attached hereto.

18.00 <u>Gender</u>. As used in this Declaration, and when required by context, each gender shall include all genders, including the neutral gender.

IN WITNESS WHEREOF, the Declarant has signed this instrument this  $\frac{9^{46}}{2}$  day of May, 2003.

WITNESS:

7085040 Page: 26 of 12 05/09/2003 02:19PM EXHIBIT "A"

7085040 Page: 27 of 124 05/09/2003 02:19PM

3 O

LEHIGH COUNTY LOWER MACUNGIE TOWNSHIP FARMINGTON HILLS PHASE III - RESIDENTIAL SUBDIVISION DESCRIPTION FOR THE VILLAGE OF FARMINGTON PORTION OF THE SUBDIVISION (LOT #1) PAGE 1 OF 5

## L. Location:

Located in Lower Macungie Township, Lehigh County, Pennsylvania.

# II. Source of Title:

A portion of the land acquired via Sheriff's Deed Act of 1905 by Frederick J. Jaindl, shown as Parcel 2 in the Deed from Ronald W. Rossi, Sheriff of the County of Lehigh, entered March 22, 1995; Recorded in the Recorder of Deeds Office in Deed Book Volume 1541, at Page 1143 through Page 1147.

# III. Referenced Plan:

- A.) This parcel was established by the plans entitled: Farmington Hills III (formerly the Kidd Farm) Preliminary / Final Subdivision Plan prepared by: The Newton Engineering Group, P.C., dated 24 November 1999, last revised June 22, 2001.
- B.) It Includes:

For The Village of Farmington (Lot #1);

1.) Lots #1 of said Plan

# IV. Description:



Being more fully bounded and described as follows, to wit:

Beginning at a survey marker to be set on the northeastern most property corner for Lot #1 of the Farmington Hills - Phase III subdivision, said point also being the southeastern corner of Lot B of the Farmington Hills - Phase III Subdivision;

- 1. Along said lands now or formerly of Ruth I. Knepper, South 14°24'13" East 1793.60 ft. to an iron pin found and held:
- 2. Along the same, North 55°27'33" East 121.73 ft. to an iron pin found and held;
- 3. Along lands now or formerly of Paul F. and Terry L. Ryan, South 24°04'18" East 646.75 ft. to an iron pin found and held;

The Newton Engineering Group, P.C.

©December, 2000

Prepared By: WTB

©Revised June 22, 2001

Revised By: RBM G:\jobs\99028\SURVEY\DESC\Lots\Parent-Tract-to-VOF.doc

LEHIGH COUNTY LOWER MACUNGIE TOWNSHIP FARMINGTON HILLS PHASE III - RESIDENTIAL SUBDIVISION DESCRIPTION FOR THE VILLAGE OF FARMINGTON PORTION OF THE SUBDIVISION (LOT #1) PAGE 2 OF 5

Page: 29 of 124 05/09/2003 02:19PM

- 4. Along other lands now or formerly of Ruth I. Knepper, South 40°20'31" West 570.85 ft. to an iron pin found and held;
- 5. Along the proposed northerly right-of-way line of Sauerkraut Lane, South 40°20'31" West 432.87 ft. to a concrete monument to be set;
- 6. Along Lots #III-92 through #III-94 of the Farmington Hills Phase III subdivision, North 49°39'29" West 275.07 ft. to a concrete monument to be set;
- 7. Along Lots #III-94 through #III-95 and Lots #III-2 through #III-18 of the Farmington Hills Phase III subdivision, North 40°18'36" West 1738.38 ft. to a concrete monument to be set:
- 8. Along Lots #III-18 through #III-20 of the Farmington Hills Phase III subdivision, along a curve to the left having a radius of 405.00 ft., a central angle of 66°57'53", and an arc length of 473.35 ft. to a survey marker to be set;
- 9. Along Lot #III-20 of the Farmington Hills Phase III subdivision, South 20°48'49" East 180.62 ft. to a survey marker to be set along the proposed northern right-of-way line of Tuscany Drive;
- 10. Along the proposed northern right-of-way line of Tuscany Drive, along a nontangential curve to the left having a radius of 225.00 ft., a central angle of 12°45'31", an arc length of 50.10 ft, and a chord bearing and distance of South 69°11'11" West 50.00 ft. to a survey marker to be set;
- 11. Along Lot #III-21 of the Farmington Hills Phase III subdivision, North 20°48'49" West 180.62 ft. to a survey marker to be set;
- 12. Along the aforementioned Lot #III-21, also along a portion of the herein described Lot to be used for Detention Pond "B", along a curve to the left having a radius of 405.00 ft., a central angle of 15°57'26", an arc length of 112.80 ft., and a chord bearing and distance of South 57°40'07" West 112.43 ft. to a concrete monument to be set;
- 13. Along the same, South 49°41'24" West 10.00 ft. to a concrete monument to be set;

The Newton Engineering Group, P.C.

©December, 2000

Prepared By: WTB

©Revised June 22, 2001

Revised By: RBM G:\jobs\99028\SURVEYDESC\Lots\Parent-Tract-to-VOF.doc

LEHIGH COUNTY
LOWER MACUNGIE TOWNSHIP
FARMINGTON HILLS PHASE III – RESIDENTIAL SUBDIVISION
DESCRIPTION FOR THE VILLAGE OF FARMINGTON PORTION OF THE
SUBDIVISION (LOT #1)

PAGE 3 OF 5

7085040 Page: 30 of 124 05/09/2003 02:19PM

- 14. Along Lots #III-21 through #III-23 of the Farmington Hills Phase III subdivision, also continuing along a portion of the herein described Lot to be used for Detention Pond "B", along a curve to the left having a radius of 405.00 ft., a central angle of 52°32'33", and an arc length of 371.40 ft. to a survey marker to be set;
- 15. Along Lot #III-24 of the Farmington Hills Phase III subdivision, also continuing along a portion of the herein described Lot to be used for Detention Pond "B", South 77°58'00" West 72.11 ft. to a survey marker to be set;
- 16. Along a 20.00 ft. wide swath of ground which is a portion of Lot "A" which is to be dedicated to Lower Macungie Township for use as recreation area, also continuing along a portion of the herein described Lot to be used for Detention Pond "B", North 40°18'36" West 10.83 ft. to a survey marker to be set;
- 17. Along the same, North 40°44'11" West 218.33 ft. to a concrete monument to be set;
- 18. Along Lot "A" which is to be dedicated to Lower Macungie Township for use as recreation area, North 28°56'40" West 73.14 ft. to a survey marker to be set;
- 19. Along the same, along a non-tangential curve to the right having a radius of 45.00 ft, a central angle of 58°31'30", an arc length of 45.97 ft., and a chord bearing and distance of North 00°15'25" East 43.99 ft. to a survey marker to be set;
- 20. Along the same, North 29°31'10" East 411.59 ft. to a survey marker to be set;
- 21. Along the same, along a curve to the left having a radius of 45.00 ft, a central angle of 80°55'33", and an arc length of 63.56 ft. to a survey marker to be set;
- 22. Along the same, along a reverse curve to the right having a radius of 48.00 ft., a central angle of 91°59'49", and an arc length of 77.07 ft. to a survey marker to be set;
- 23. Along the same, North 40°35'26" East 265.18 ft. to a survey marker to be set;
- 24. Along the same, along a curve to the left having a radius of 120.00 ft., a central angle of 77°58'23", and an arc length of 163.31 ft. to a survey marker to be set;
- 25. Along the same, along a curve to the right having a radius of 40.00 ft., a central angle of 68°07'23", and an arc length of 47.56 ft. to a survey marker to be set;

The Newton Engineering Group, P.C.

©December, 2000

Prepared By: WTB

©Revised June 22, 2001

Revised By: RBM g:\foots\99028\SURVEY\DESC\Lots\Parent-Tract-to-VOF.doc

LEHIGH COUNTY
LOWER MACUNGIE TOWNSHIP
FARMINGTON HILLS PHASE III – RESIDENTIAL SUBDIVISION
DESCRIPTION FOR THE VILLAGE OF FARMINGTON PORTION OF THE
SUBDIVISION (LOT #1)
PAGE 4 OF 5

7085040 Page: 31 of 124 05/09/2003 02:19PM

- 26. Along the same, North 30°44'26" East 133.68 ft. to a survey marker to be set;
- 27. Along the same, North 50°40'29" West 169.61 ft. to a survey marker to be set;
- 28. Along the same, along a curve to the left having a radius of 50.00 ft., a central angle of 44°31'59", and an arc length of 38.86 ft. to a survey marker to be set;
- 29. Along the same, South 84°47'32" West 90.01 ft. to a survey marker to be set;
- 30. Along the same, along a curve to the left having a radius of 50.00 ft., a central angle of 83°43'19", and an arc length of 73.06 ft. to a survey marker to be set;
- 31. Along the same, along a reverse curve having a radius of 110.00 ft., a central angle of 145°28'07", and an arc length of 279.28 ft. to a survey marker to be set along the southern ultimate right-of-way line of Spring Creek Road, (S.R. 3001);
- 32. Along the southern ultimate right-of-way line of Spring Creek Road, (S.R. 3001), along a non-tangential curve to the left having a radius of 169.61 ft., a central angle of 36°45'01", an arc length of 108.79 ft., and a chord bearing and distance of North 38°09'50" East 106.94 ft. to a survey marker to be set;
- 33. Along lands now or formerly of Paul E. & Karen M. Rogers, North 57°57'41" East 189.93 ft. to an iron pin found and held;
- 34. Along Lot "B" which is to be dedicated to Lower Macungie Township for use as recreation area, South 35°45'20" East 21.93 ft. to a concrete monument to be set;
- 35. Along the same, North 84°47'32" East 91.89 ft. to a concrete monument to be set;
- 36. Along the same, along a curve to the right having a radius of 110.00 ft., a central angle of 44°31'59", and an arc length of 85.50 ft. to a concrete monument to be set;
- 37. Along the same, South 50°40'29" East 160.55 ft. to a concrete monument to be set;
- 38. Along the same, North 30°44'26" East 179.00 ft. to a survey marker to be set;
- 39. Along the same, along a curve to the right having a radius of 245.00 ft., a central angle of 45°36'57", and an arc length of 195.06 ft. to a survey marker to be set;

The Newton Engineering Group, P.C.

©December, 2000

Prepared By: WTB

©Revised June 22, 2001

Revised By: RBM G:\jobs\99028\SURVEY\DESC\Lots\Parent-Tract-to-VOF.doc

LEHIGH COUNTY LOWER MACUNGIE TOWNSHIP FARMINGTON HILLS PHASE III - RESIDENTIAL SUBDIVISION DESCRIPTION FOR THE VILLAGE OF FARMINGTON PORTION OF THE SUBDIVISION (LOT #1) PAGE 5 OF 5

- 40. Along the same, North 76°21'23" East 483.85 ft. to a survey marker to be set;
- 41. Along the same, along a curve to the right having a radius of 45.00 ft., a central angle of 10°41'19", and an arc length of 8.39 ft. to a survey marker to be set;
- 42. Along the same, North 87°02'42" East 274.39 ft. to a survey marker to be set;
- 43. Along the same, North 85°39'46" East 419.20 ft. to a survey marker to be set;
- 44. Along the same, along a curve to the left having a radius of 55.00 ft., a central angle of 09°11'35", and an arc length of 8.82 ft. to a survey marker to be set;
- 45. Along the same, North 76°28'11East 275.39 ft. to the Point Of Beginning.

Containing: 4,540,152 S.F. or 104.2275 Acres.

# Survey Markers:

The survey markers mentioned in the above description shall be a 5/8" diameter rebar approximately 36" in length and identified with a survey cap embossed with "NEWTON ENGR."

# Purpose

The herein described land is the Village of Farmington Portion (Lot #1) of the Farmington Hills Phase III - Residential Subdivision.

G:\jobs\99028\SURVEY\DESC\Parent-Tract-to-VOF.doc



The Newton Engineering Group, P.C.

Prepared By: WTB

©December, 2000

©Revised June 22, 2001

Revised By: RBM G:\jobs\99028\SURVEY\DESC\Lots\Parent-Tract-to-VOF.doc

EXHIBIT "B"

7085040 Page: 33 of 124 05/09/2003 02:19PM

1.3

LEHIGH COUNTY LOWER MACUNGIE TOWNSHIP THE VILLAGE OF FARMINGTON - RESIDENTIAL CONDOMINIUM DEVELOPMENT DESCRIPTION OF PHASE I PAGE 1 OF 5

## Location:

Located in Lower Macungle Township, Lehigh County, Pennsylvania.

# II. Source of Title:

A portion of the land acquired via Sheriff's Deed Act of 1905 by Frederick J. Jaindl, shown as Parcel 2 in the Deed from Ronald W. Rossi, Sheriff of the County of Lehigh, entered March 22, 1995 and recorded in the Recorder of Deeds Office in Deed Book Volume 1541, at Page 1143 through Page 1147. And also being a part of Lot 1 of the Farmington Hills III Subdivision as recorded in Map Book Volume 39 Pages 62-70.

## III. Referenced Plan:

A.) This phase was established by the plans entitled:

Revised / Final Land Development Plans for The Village of Farmington -Residential Condominium Development prepared by: The Newton Engineering Group, P.C., dated November 24, 1999, last revised December 23, 2002.

# IV. Description:



Being more fully bounded and described as follows, to wit:

Beginning at a survey marker to be set on the Northern Right-of-Way of Tuscany Drive, said point being the southeastern most property corner for Lot # 111-21 of the Farmington Hills III Subdivision:

- 1. Along Lot #III-21 of the Farmington Hills Phase III subdivision, North 20°48'49" West 180.62 ft. to a survey marker to be set:
- 2. Along the same, along a curve to the left having a radius of 405.00 ft., a central angle of 15°57'26", an arc length of 112.79 ft., and a chord bearing and distance of South 57°40'07" West 112.43 ft, to a concrete monument to be set;
- 3. Along the same, South 49°41'24" West 10.00 ft. to a concrete monument to be set;
- 4. Along the same and along Lot III-22 and III-23 of the Farmington Hills Phase III subdivision, along a curve to the left having a radius of 405.00 ft., a central angle of 52°32'33", and an arc length of 371.40 ft. to a survey marker to be set;

LEHIGH COUNTY
LOWER MACUNGIE TOWNSHIP
THE VILLAGE OF FARMINGTON - RESIDENTIAL CONDOMINIUM DEVELOPMENT
DESCRIPTION OF PHASE I
PAGE 2 OF 5

7085040
Page: 35 of 124
05/09/2003 02:19PM

- Along Lot #III-24 of the Farmington Hills Phase III subdivision, South 77°58'00"
   West 72.11 ft. to a survey marker to be set;
- 6. Along a 20.00 ft. wide swath of ground which is a portion of Lot "A" of the Farmington Hills III Subdivision which is to be dedicated to Lower Macungie Township for use as recreation area, North 40°18'36" West 10.83 ft. to a survey marker to be set;
- 7. Along the same, North 40°44'11" West 218.33 ft. to a concrete monument to be set;
- 8. Along the aforesaid Lot "A" the fourteen (14) following courses and distances, VIZ;
  - 1. North 28°56'40" West 73.14 ft. to a survey marker to be set;
  - 2. Along a non-tangential curve to the right having a radius of 45.00 ft, a central angle of 58°31'30", an arc length of 45.97 ft., and a chord bearing and distance of North 00°15'25" East 43.99 ft. to a survey marker to be set;
  - 3. North 29°31'10" East 411.59 ft. to a survey marker to be set;
  - Along a curve to the left having a radius of 45.00 ft, a central angle of 80°55'33", and an arc length of 63.56 ft. to a survey marker to be set;
  - Along a reverse curve to the right having a radius of 48.00 ft., a central angle of 91°59'49", and an arc length of 77.07 ft. to a survey marker to be set;
  - 6. North 40°35'26" East 265.18 ft. to a survey marker to be set;
  - 7. Along a curve to the left having a radius of 120.00 ft., a central angle of 77°58'23", and an arc length of 163.31 ft. to a survey marker to be set;
  - 8. Along a reverse curve to the right having a radius of 40.00 ft., a central angle of 68°07'23", and an arc length of 47.56 ft. to a survey marker to be set;
  - 9. North 30°44'26" East 133.68 ft. to a survey marker to be set;
  - 10. North 50°40'29" West 169.61 ft. to a survey marker to be set;
  - 11. Along a curve to the left having a radius of 50.00 ft., a central angle of 44°31'59", and an arc length of 38.86 ft. to a survey marker to be set;
  - 12. South 84°47'32" West 90.01 ft. to a survey marker to be set;

Checked By: RBM

LEHIGH COUNTY
LOWER MACUNGIE TOWNSHIP
THE VILLAGE OF FARMINGTON – RESIDENTIAL CONDOMINIUM DEVELOPMENT
DESCRIPTION OF PHASE 1
PAGE 3 OF 5

Page: 36 of 124
05/09/2003 02:19PM

- 13. Along a curve to the left having a radius of 50.00 ft., a central angle of 83°43'19", and an arc length of 73.06 ft. to a survey marker to be set;
- 14. Along a reverse curve to the right having a radius of 110.00 ft., a central angle of 145°28'07", and an arc length of 279.28 ft. to a survey marker to be set along the southern ultimate right-of-way line of Spring Creek Road, (S.R. 3001);
- 9. Along the southern ultimate right-of-way line of Spring Creek Road, (S.R. 3001), along a non-tangential curve to the left having a radius of 169.61 ft., a central angle of 36°45'01", an arc length of 108.79 ft., and a chord bearing and distance of North 38"09'50" East 106.94 ft. to a survey marker to be set;
- Along lands now or formerly of Paul E. & Karen M. Rogers, North 57°57'41" East 189.93 ft. to an iron pin found and held;
- 11. Along Lot "B" of the Farmington Hills III Subdivision which is to be dedicated to Lower Macungle Township for use as a recreation area, the eleven (11) following coarses and distances;
  - 1. South 35°45'20" East 21.93 ft. to a concrete monument to be set;
  - 2. North 84°47'32" East 91.89 ft. to a concrete monument to be set;
  - 3. Along a curve to the right having a radius of 110.00 ft., a central angle of 44°31'59", and an arc length of 85.50 ft. to a concrete monument to be set;
  - 4. South 50°40'29" East 160.55 ft. to a concrete monument to be set;
  - 5. North 30°44'26" East 179.00 ft. to a survey marker to be set;
  - 6. Along a curve to the right having a radius of 245.00 ft., a central angle of 45°36'57", and an arc length of 195.06 ft. to a survey marker to be set;
  - 7. North 76°21'23" East 483.85 ft. to a survey marker to be set;
  - Along a curve to the right having a radius of 45,00 ft., a central angle of 10°41'19", and an arc length of 8.39 ft. to a survey marker to be set;
  - 9. North 87°02'42" East 274.39 ft. to a survey marker to be set;
  - 10. North 85°39'46" East 419.20 ft. to a survey marker to be set;

LEHIGH COUNTY
LOWER MACUNGIE TOWNSHIP
THE VILLAGE OF FARMINGTON -- RESIDENTIAL CONDOMINIUM DEVELOPMENT
DESCRIPTION OF PHASE I
PAGE 4 OF 5

Page: 37 of 124
05/09/2003 02:19PM

- 11. Along a curve to the left having a radius of 55.00 ft., a central angle of 09°11'35", and an arc length of 8.82 ft. to a survey marker to be set;
- 12. North 76°28'11" East 275.39 ft. to a survey marker to be set;
- 12. Along lands now or formerly of Ruth I. Knepper, South 14°24'13" East 305.39 ft. to a survey marker to be set;
- 13. Along Phase IV of the Village of Farmington Subdivision, South 84\*47'32" West 57.84 ft. to a point.
- 14. Along Phase III for Village of Farmington Subdivision, Phase III, the ten (10) following courses and distances, VIZ:
  - 1. South 84°47'32" West 1143.26 ft. to a point;
  - 2. South 05°12'28" East 46.59 ft. to a point;
  - 3. South 40°16'28" East 275.69 ft. to a point;
  - South 49°43'32" West 78.30 ft. to a point;
  - 5. South 44°34'54" East 60.53 ft. to a point;
  - 6. South 40°44'46" West 23.39 ft. to a point;
  - 7. South 49°15'14" East 89.51 ft. to a point;
  - 8. Along a non-tangential curve to the right having a radius of 196.71 ft., a central angle of 135°56'40", an arc length of 466.73 ft. and a chord bearing of South 71°16'54" East and distance of 364.70 ft to a point;
  - 9. South 03°18'34" East 364.89 ft. to a point;
  - 10. South 49°41'24" West 136.39 ft. to a point.
  - 15. Along a Phase II of the Village of Farmington Subdivision, the five (5) following coarses and distances, VIZ;
    - 1. South 49"41'24" West 286.43 ft. to a point;
    - 2. South 40°18'36" East 177.50 ft. to a point;

Prepared By: JMB

LEHIGH COUNTY LOWER MACUNGIE TOWNSHIP THE VILLAGE OF FARMINGTON - RESIDENTIAL CONDOMINIUM DEVELOPMENT DESCRIPTION OF PHASE I PAGE 5 OF 5

- 3. South 49°41'24" West 66.69 ft. to a point;
- 4. North 40°18'36" West 41.99 ft. to a point;
- 5. South 49°41'24" West 131.00 ft. to a point;
- 15. Along a portion of Lot 111-14 and along Lots 111-15, 111-16, 111-17 and a portion of lot 111-18 of the Farmington Hills Phase III Subdivision, North 40°18'36" West 390.04 ft. to a concrete monument to be set;
- 16. Along a portion of Lot 111-18 and along Lot 111-19 and # 111-20 of the Farmington Hills Phase III Subdivision, along a curve to the left having a radius of 405.00 ft. a central angle of 66°57'53", and an arc length of 473.35 ft. to a survey marker to be
- 17. Along Lot #111-20 of the Farmington Hills Phase III Subdivision, South 20°48'49" East 180.62 ft. to a survey marker to be set along the proposed northern right-ofway line of Tuscany Drive.
- 18. Along the proposed northern Right-of-Way line of Tuscany Drive, along a nontangetical curve to the left having a radius of 225.00 ft., a central angle of 12°45'31", an arc length of 50.10 ft., a chord bearing and distance of South 69°11'11" West 50.00 ft. to the POINT OF BEGINNING.

Containing: 1,817,240 S.F. or 41.7181 Acres.



©March 11, 2003

EXHIBIT "C"

7085040 Page: 39 of 124 05/09/2003 02:19PM LEHIGH COUNTY
LOWER MACUNGIE TOWNSHIP
THE VILLAGE OF FARMINGTON – RESIDENTIAL CONDOMINIUM DEVELOPMENT
DESCRIPTION OF PHASE II
PAGE 1 OF 2

#### I. Location:

Located in Lower Macungie Township, Lehigh County, Pennsylvania.

#### II. Source of Title:

A portion of the land acquired via Sheriff's Deed Act of 1905 by Frederick J. Jaindl, shown as Parcel 2 in the Deed from Ronald W. Rossi, Sheriff of the County of Lehigh, entered March 22, 1995 and recorded in the Recorder of Deeds Office in Deed Book Volume 1541, at Page 1143 through Page 1147. And also being a part of Lot 1 of the Farmington Hills III Subdivision as recorded in Map Book Volume 39 Pages 62-70.

#### III. Referenced Plan:

A.) This phase was established by the plans entitled:

Revised / Final Land Development Plans for The Village of Farmington – Residential Condominium Development prepared by: The Newton Engineering Group, P.C., dated November 24, 1999, last revised December 23, 2002.

#### IV. Description:



Being more fully bounded and described as follows, to wit:

**Beginning** at a concrete monument to be set on the southeastern most property corner for Lot # 92 of the Farmington Hills – Phase III Subdivision:

- Along Lots # 111-92, #111-93, and a portion of lot # 111-94 of the Farmington Hills Phase III Subdivision, North 49°39'29" West 275.07 ft. to a concrete monument to be set;
- 2. Along a portion of lot #111-94, and along lot #111-95, and along lots #111-2 through # 111-13, and along a portion of lot #111-14 of the Farmington Hills Phase III Subdivision, North 40°18'36 West 1348.34 ft. to a point.
- 3. Along Phase I of the Village of Farmington Subdivision, the following five (5) courses and distances, VIZ:
  - 1. North 49°41'24" East 131.00 ft. to a point;
  - 2. South 40°18'36" East 41.99 ft to a point;

C:\Program Files\America Online 8.0\download\PhaseIV\PhaseII.DOC Prepared By: JMB

Revised April 3, 2003 Checked By: RBM **LEHIGH COUNTY** LOWER MACUNGIE TOWNSHIP THE VILLAGE OF FARMINGTON - RESIDENTIAL CONDOMINIUM DEVELOPMENT DESCRIPTION OF PHASE II PAGE 2 OF 2

- 3. North 49°41'24" East 66.69 ft. to a point;
- 4. North 40°18'36" West 177.50' to a point;
- 5. North 49°41'24" East 286.43' to a point;
- 4. Along Phase III of the Village of Farmington Subdivision, the following four (4) coarses and distances, VIZ:
  - 1. South 40°18'36" East 448.33 ft. to a point;
  - 2. Along a curve to the right having a radius of 225.00, a central angle of 25°54'23", and an arc length of 101.73 ft. to a point;
  - 3. South 14°24'13" East 35.00 ft. to a point;
  - 4. North 75°35'47" East 307.28 ft. to a point.
- 5. Along Phase IV of the Village of Farmington Subdivision, the following four (4) coarses and distances, VIZ:
  - 1. South 14°24'13" East 115.41 ft. to a point;
  - 2. South 05°06'29" East 49.18 ft. to a point;
  - 3. North 84°53'31" East 127.28 ft. to a point;
  - 4. South 43°47'29" East 704.04 ft. to an Iron pin found and held;
- 6. Along the proposed northerly right-of-way line of Sauerkraut Lane, South 40°20'31" West 755.95 ft. to the POINT OF BEGINNING.

Containing: 1,062,735 S.F. or 24.3970 Acres.



Prepared By: JMB

EXHIBIT "D"

7085040 Page: 42 of 124 05/09/2003 02:19PM

LEHIGH COUNTY
LOWER MACUNGIE TOWNSHIP
THE VILLAGE OF FARMINGTON -- RESIDENTIAL CONDOMINIUM DEVELOPMENT
DESCRIPTION OF PHASE III
PAGE 1 OF 2

#### I. Location:

Located in Lower Macungie Township, Lehigh County, Pennsylvania.

#### II. Source of Title:

A portion of the land acquired via Sheriff's Deed Act of 1905 by Frederick J. Jaindl, shown as Parcel 2 in the Deed from Ronald W. Rossi, Sheriff of the County of Lehigh, entered March 22, 1995 and recorded in the Recorder of Deeds Office in Deed Book Volume 1541, at Page 1143 through Page 1147. And also being a part of Lot 1 of the Farmington Hills III Subdivision as recorded in Map Book Volume 39 Pages 62-70.

#### III. Referenced Plan:

A.) This phase was established by the plans entitled:

Revised / Final Land Development Plans for The Village of Farmington -- Residential Condominium Development prepared by: The Newton Engineering Group, P.C., dated November 24, 1999, last revised December 23, 2002.

#### IV. Description:



Being more fully bounded and described as follows, to wit:

**Commencing** at a concrete monument on the southeastern corner of Lot # 111-92 of the Farmington Hills Phase III Subdivision, thence in and through Phase II of the Village of Farmington Subdivision, North 21°28'30" West 1243.75 ft. to the **Point of Beginning**;

- Along Phase II of the Village of Farmington Subdivision, the following three (3) coarses and distances, VIZ;
  - 1. North 14°24'13" West 35.00 ft. to a point;
  - 2. Along a curve to the left having a radius of 225.00, a central angle of 25°54'23", and an arc length of 101.73 ft. to a point;
  - 3. North 40°18'36" West 448.33 ft. to a point;
- 2. Along a Phase I on the Village of Farmington Subdivision, the following ten (10) courses and distances, VIZ:
  - 1. North 49°41'24" East 136.39 ft. to a point;

©March 13, 2003 Last revised April 3, 2003 Checked By: RBM

#### LEHIGH COUNTY LOWER MACUNGIE TOWNSHIP THE VILLAGE OF FARMINGTON - RESIDENTIAL CONDOMINIUM DEVELOPMENT **DESCRIPTION OF PHASE III** 7085040 Page: 44 of 124 05/09/2003 02:19PM PAGE 2 OF 2

- 2. North 03°18'34" West 364.89 ft. to a point;
- 3. Along a curve to the left having a radius of 196.71 ft, a central angle of 135°56'40", an arc length of 466.73 ft. to a point;
- 4. North 49°15'14" West 89.51 ft. to a point;
- 5. North 40°44'46" East 23.39 ft. to a point;
- 6. North 44°34'54" West 60.53 ft. to a point;
- 7. North 49°43'32" East 78.30 ft. to a point;
- 8. North 40°16'28" West 275.69 ft. to a point;
- 9. North 05°12'28" West 46.59 ft. to a point:
- 10. North 84°47'32" East 1143.26 ft. to a point
- 3. Along Phase IV of the Village of Farmington Subdivision, the following eight (8) coarses and distances, VIZ:
  - 1. South 28°46'07" West 686.85 ft. to a point;
  - 2. South 86°41'26", West 96.03 ft. to a point;
  - 3. South 03°18'34" East 397.08 ft. to a point;
  - South 88°07'33" East 163.85 ft. to a point;
  - 5. North 41°05'02" East 122.49 ft. to a point;
  - South 48°54'58" East 240.85 ft. to a point;
  - 7. South 14°24'13" East 391.09 ft. to a point;
  - 8. South 75°35'47" West 139.57 ft. to a point;
- 4. Along Phase II of the Village of Farmington Subdivision, South 75°35'47" West 307.28 ft. to the **POINT OF BEGINNING**.

Containing: 784,600.73 S.F. or 18.0120 Acres.

C:\Program Files\America Online 8.0\download\PhaseIV\PhaseIII.DOC Prepared By: JMB

Last revised April 3, 2003 Checked By: RBM EXHIBIT "E"

7085040 Page: 45 of 124 05/09/2003 02:19PM

and the same of th

1

.

...

LEHIGH COUNTY
LOWER MACUNGIE TOWNSHIP
THE VILLAGE OF FARMINGTON – RESIDENTIAL CONDOMINIUM DEVELOPMENT
DESCRIPTION OF PHASE IV
PAGE 1 OF 2

#### I. Location:

Located in Lower Macungie Township, Lehigh County, Pennsylvania.

#### II. Source of Title:

A portion of the land acquired via Sheriff's Deed Act of 1905 by Frederick J. Jaindl, shown as Parcel 2 in the Deed from Ronald W. Rossi, Sheriff of the County of Lehigh, entered March 22, 1995 and recorded in the Recorder of Deeds Office in Deed Book Volume 1541, at Page 1143 through Page 1147. And also being a part of Lot 1 of the Farmington Hills III Subdivision as recorded in Map Book Volume 39 Pages 62-70.

#### III. Referenced Plan:

A.) This phase was established by the plans entitled:

Revised / Final Land Development Plans for The Village of Farmington – Residential Condominium Development prepared by: The Newton Engineering Group, P.C., dated November 24, 1999, last revised December 23, 2002.

#### **IV. Description:**



Being more fully bounded and described as follows, to wit:

**Beginning** at an iron pin on a western property corner of lands now or formerly of Paul F. and Terry L. Ryan, said point being the southeastern corner of the herein described tract:

- 1. Along lands now or formerly of Paul F. and Terry L. Ryan, South 40°20'31" West 247.77 ft. to a point;
- 2. Along Phase II of the Village of Farmington Subdivision, the following four (4) courses and distances, VIZ:
  - 1. North 43°47'29" West 704.04 ft. to a point;
  - 2. South 84°53'31" West 127.28 ft to a point;
  - 3. North 05°06'29" West 49.18 ft. to a point;
  - 4. North 14°24'13" West 115.41' to a point;

LEHIGH COUNTY LOWER MACUNGIE TOWNSHIP THE VILLAGE OF FARMINGTON – RESIDENTIAL CONDOMINIUM DEVELOPMENT DESCRIPTION OF PHASE IV PAGE 2 OF 2

- 3. Along Phase III of the Village of Farmington Subdivision, the following eight (8) coarses and distances, VIZ:
  - 1. North 75°35'47" East 139.57 ft. to a point;
  - 2. North 14°24'13" West 391.09 ft. to a point;
  - 3. North 48°54'58" West 240.85 ft. to a point;
  - 4. South 41°05'02" West 122.49 ft. to a point;
  - 5. North 88°07'33" West 163.85 ft. to a point;
  - 6. North 03°18'34" West 397.08 ft. to a point;
  - 7. North 86°41'26" East 96.03 ft. to a point;
  - 8. North 28°46'07" East 686.85 ft. to a point;
- 4. Along Lot B of the Farmington Hills III Subdivision, North 84°47'32" East 57.84 ft. to a point;
- 5. Along lands now or formerly of Ruth I. Knepper, South 14°24'13" East 1488.22 ft. to an iron pin;
- 6. Along the same, North 55°27'33" East 121.73 ft. to an iron pin;
- 7. Along lands now or formerly of Paul F. and Terry L. Ryan, South 24°04'18" East 646.75 ft. to **THE POINT OF BEGINNING.**

Containing: 875,575.03 S.F. or 20.1004 Acres.



EXHIBIT "F"

7085040 Page: 48 of 124 05/09/2003 02:19PM

LEHIGH COUNTY
LOWER MACUNGIE TOWNSHIP
THE VILLAGE OF FARMINGTON – RESIDENTIAL CONDOMINIUM DEVELOPMENT
DESCRIPTION OF PHASE II
PAGE 1 OF 2

#### I. Location:

Located in Lower Macungie Township, Lehigh County, Pennsylvania.

#### II. Source of Title:

A portion of the land acquired via Sheriff's Deed Act of 1905 by Frederick J. Jaindl, shown as Parcel 2 in the Deed from Ronald W. Rossi, Sheriff of the County of Lehigh, entered March 22, 1995 and recorded in the Recorder of Deeds Office in Deed Book Volume 1541, at Page 1143 through Page 1147. And also being a part of Lot 1 of the Farmington Hills III Subdivision as recorded in Map Book Volume 39 Pages 62-70.

#### III. Referenced Plan:

A.) This phase was established by the plans entitled:

Revised / Final Land Development Plans for The Village of Farmington – Residential Condominium Development prepared by: The Newton Engineering Group, P.C., dated November 24, 1999, last revised December 23, 2002.

#### IV. Description:



Being more fully bounded and described as follows, to wit:

**Beginning** at a concrete monument to be set on the southeastern most property corner for Lot # 92 of the Farmington Hills – Phase III Subdivision:

- Along Lots # 111-92, #111-93, and a portion of lot # 111-94 of the Farmington Hills Phase III Subdivision, North 49°39'29" West 275.07 ft. to a concrete monument to be set;
- 2. Along a portion of lot #111-94, and along lot #111-95, and along lots #111-2 through # 111-13, and along a portion of lot #111-14 of the Farmington Hills Phase III Subdivision, North 40°18'36 West 1348.34 ft. to a point.
- 3. Along Phase I of the Village of Farmington Subdivision, the following five (5) courses and distances, VIZ:
  - 1. North 49°41'24" East 131.00 ft. to a point;
  - 2. South 40°18'36" East 41.99 ft to a point;

LEHIGH COUNTY
LOWER MACUNGIE TOWNSHIP
THE VILLAGE OF FARMINGTON - RESIDENTIAL CONDOMINIUM DEVELOPMENT
DESCRIPTION OF PHASE II
PAGE 2 OF 2

- 3. North 49°41'24" East 66.69 ft. to a point;
- 4. North 40°18'36" West 177.50' to a point;
- 5. North 49°41'24" East 286.43' to a point;
- 4. Along Phase III of the Village of Farmington Subdivision, the following four (4) coarses and distances, VIZ:
  - 1. South 40°18'36" East 448.33 ft. to a point;
  - Along a curve to the right having a radius of 225.00, a central angle of 25°54'23", and an arc length of 101.73 ft. to a point;
  - 3. South 14°24'13" East 35.00 ft. to a point;
  - 4. North 75°35'47" East 307.28 ft. to a point.
- 5. Along Phase IV of the Village of Farmington Subdivision, the following four (4) coarses and distances, VIZ:
  - 1. South 14°24'13" East 115.41 ft. to a point;
  - 2. South 05°06'29" East 49.18 ft. to a point;
  - 3. North 84°53'31" East 127.28 ft. to a point;
  - 4. South 43°47'29" East 704.04 ft. to an Iron pin found and held;
- Along the proposed northerly right-of-way line of Sauerkraut Lane, South 40°20'31" West 755.95 ft. to the POINT OF BEGINNING.

Containing: 1,062,735 S.F. or 24.3970 Acres.



LEHIGH COUNTY LOWER MACUNGIE TOWNSHIP THE VILLAGE OF FARMINGTON - RESIDENTIAL CONDOMINIUM DEVELOPMENT **DESCRIPTION OF PHASE III** PAGE 1 OF 2

#### I. Location:

Located in Lower Macungie Township, Lehigh County, Pennsylvania.

#### **II. Source of Title:**

A portion of the land acquired via Sheriff's Deed Act of 1905 by Frederick J. Jaindl, shown as Parcel 2 in the Deed from Ronald W. Rossi, Sheriff of the County of Lehigh, entered March 22, 1995 and recorded in the Recorder of Deeds Office in Deed Book Volume 1541, at Page 1143 through Page 1147. And also being a part of Lot 1 of the Farmington Hills III Subdivision as recorded in Map Book Volume 39 Pages 62-70.

#### III. Referenced Plan:

A.) This phase was established by the plans entitled:

Revised / Final Land Development Plans for The Village of Farmington -Residential Condominium Development prepared by: The Newton Engineering Group, P.C., dated November 24, 1999, last revised December 23, 2002.

#### IV. Description:



Being more fully bounded and described as follows, to wit:

Commencing at a concrete monument on the southeastern corner of Lot # 111-92 of the Farmington Hills Phase III Subdivision, thence in and through Phase II of the Village of Farmington Subdivision, North 21°28'30" West 1243.75 ft. to the Point of Beginning:

- 1. Along Phase II of the Village of Farmington Subdivision, the following three (3) coarses and distances, VIZ;
  - 1. North 14°24'13" West 35.00 ft. to a point:
  - 2. Along a curve to the left having a radius of 225.00, a central angle of 25°54'23", and an arc length of 101.73 ft. to a point;
  - 3. North 40°18'36" West 448.33 ft. to a point;
- 2. Along a Phase I on the Village of Farmington Subdivision, the following ten (10) courses and distances, VIZ:
  - 1. North 49°41'24" East 136.39 ft. to a point;

C:\Program Files\America Online 8.0\download\PhaseIV\PhaseIII.DOC Prepared By: JMB

Last revised April 3, 2003 Checked By: RBM

# LEHIGH COUNTY LOWER MACUNGIE TOWNSHIP THE VILLAGE OF FARMINGTON – RESIDENTIAL CONDOMINIUM DEVELOPMENT DESCRIPTION OF PHASE III PAGE 2 OF 2 7085040 Page: 52 of 124 05/09/2003 02:19PM

- 2. North 03°18'34" West 364.89 ft. to a point;
- 3. Along a curve to the left having a radius of 196.71 ft, a central angle of 135°56'40", an arc length of 466.73 ft. to a point;
- 4. North 49°15'14" West 89.51 ft. to a point;
- 5. North 40°44'46" East 23.39 ft. to a point;
- 6. North 44°34'54" West 60.53 ft. to a point;
- 7. North 49°43'32" East 78.30 ft. to a point;
- 8. North 40°16'28" West 275.69 ft. to a point;
- 9. North 05°12'28" West 46.59 ft. to a point;
- 10. North 84°47'32" East 1143.26 ft. to a point
- 3. Along Phase IV of the Village of Farmington Subdivision, the following eight (8) coarses and distances, VIZ:
  - 1. South 28°46'07" West 686.85 ft. to a point;
  - 2. South 86°41'26", West 96.03 ft. to a point;
  - 3. South 03°18'34" East 397.08 ft. to a point;
  - 4. South 88°07'33" East 163.85 ft. to a point;
  - 5. North 41°05'02" East 122.49 ft. to a point;
  - 6. South 48°54'58" East 240.85 ft. to a point;
  - 7. South 14°24'13" East 391.09 ft. to a point;
  - 8. South 75°35'47" West 139.57 ft. to a point;
- 4. Along Phase II of the Village of Farmington Subdivision, South 75°35'47" West 307.28 ft. to the **POINT OF BEGINNING**.

Containing: 784,600.73 S.F. or 18.0120 Acres.

LEHIGH COUNTY
LOWER MACUNGIE TOWNSHIP
THE VILLAGE OF FARMINGTON - RESIDENTIAL CONDOMINIUM DEVELOPMENT
DESCRIPTION OF PHASE IV
PAGE 1 OF 2

#### I. Location:

Located in Lower Macungie Township, Lehigh County, Pennsylvania.

#### II. Source of Title:

A portion of the land acquired via Sheriff's Deed Act of 1905 by Frederick J. Jaindl, shown as Parcel 2 in the Deed from Ronald W. Rossi, Sheriff of the County of Lehigh, entered March 22, 1995 and recorded in the Recorder of Deeds Office in Deed Book Volume 1541, at Page 1143 through Page 1147. And also being a part of Lot 1 of the Farmington Hills III Subdivision as recorded in Map Book Volume 39 Pages 62-70.

#### III. Referenced Plan:

A.) This phase was established by the plans entitled:

Revised / Final Land Development Plans for The Village of Farmington – Residential Condominium Development prepared by: The Newton Engineering Group, P.C., dated November 24, 1999, last revised December 23, 2002.

#### IV. Description:



Being more fully bounded and described as follows, to wit:

**Beginning** at an iron pin on a western property corner of lands now or formerly of Paul F. and Terry L. Ryan, said point being the southeastern corner of the herein described tract:

- 1. Along lands now or formerly of Paul F. and Terry L. Ryan, South 40°20'31" West 247.77 ft. to a point;
- 2. Along Phase II of the Village of Farmington Subdivision, the following four (4) courses and distances, VIZ:
  - 1. North 43°47'29" West 704.04 ft. to a point;
  - 2. South 84°53'31" West 127.28 ft to a point;
  - 3. North 05°06'29" West 49.18 ft. to a point;
  - 4. North 14°24'13" West 115.41' to a point;

LEHIGH COUNTY LOWER MACUNGIE TOWNSHIP THE VILLAGE OF FARMINGTON – RESIDENTIAL CONDOMINIUM DEVELOPMENT DESCRIPTION OF PHASE IV PAGE 2 OF 2

- 3. Along Phase III of the Village of Farmington Subdivision, the following eight (8) coarses and distances, VIZ:
  - 1. North 75°35'47" East 139.57 ft. to a point;
  - 2. North 14°24'13" West 391.09 ft. to a point;
  - 3. North 48°54'58" West 240.85 ft. to a point;
  - 4. South 41°05'02" West 122.49 ft. to a point;
  - 5. North 88°07'33" West 163.85 ft. to a point;
  - 6. North 03°18'34" West 397.08 ft. to a point;
  - 7. North 86°41'26" East 96.03 ft. to a point;
  - 8. North 28°46'07" East 686.85 ft. to a point;
- 4. Along Lot B of the Farmington Hills III Subdivision, North 84°47'32" East 57.84 ft. to a point;
- 5. Along lands now or formerly of Ruth I. Knepper, South 14°24'13" East 1488.22 ft. to an iron pin;
- 6. Along the same, North 55°27'33" East 121.73 ft. to an iron pin;
- 7. Along lands now or formerly of Paul F. and Terry L. Ryan, South 24°04'18" East 646.75 ft. to **THE POINT OF BEGINNING.**

Containing: 875,575.03 S.F. or 20.1004 Acres.



#### **EXHIBIT "G"**

#### FOUR SEASONS AT FARMINGTON

### TOWNSHIP OF LOWER MACUNGIE, COUNTY OF LEHIGH COMMONWEALTH OF PENNSYLVANIA

#### PHASE I

<u>Unit Number</u>	Undivided Percent Interest in Common Elements	<u>Undivided Percent Share Of</u> <u>Common Expenses</u>
I-1 through I-65	1.5384%	1.5384%

## PERCENTAGE INTEREST IN COMMON ELEMENTS AND PERCENTAGE SHARE OF COMMON EXPENSES AS PHASES ARE ADDED TO CONDOMINIUM

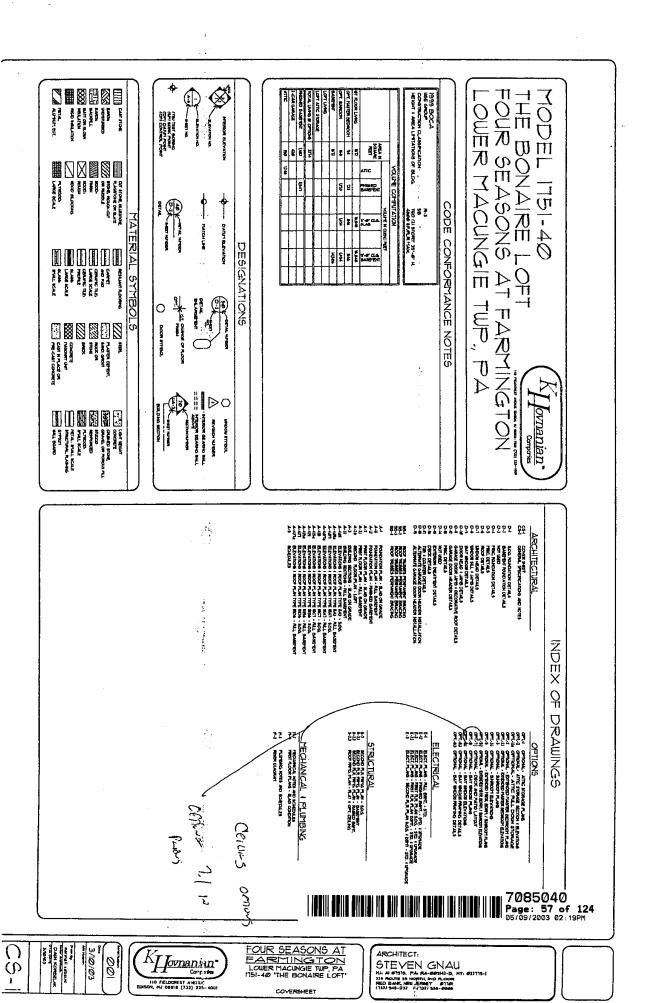
#### FOUR SEASONS AT FARMINGTON

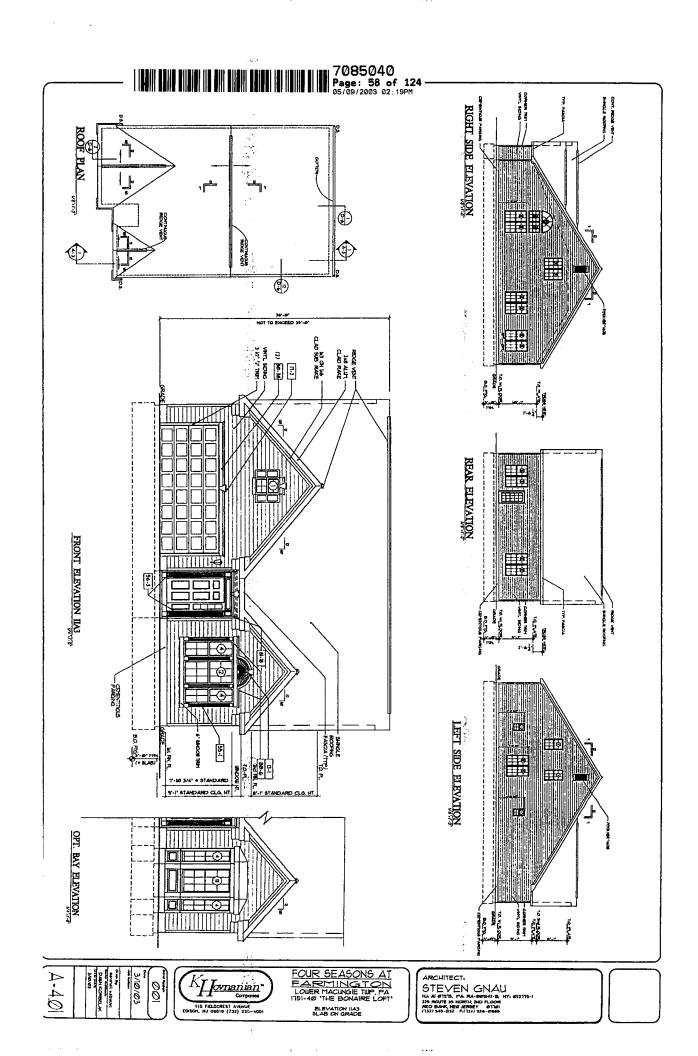
Phase(s)	Number of Units	Undivided Percent Interest in Common Elements Per Unit	Undivided Percent Share of Common Expense Per Unit
I	65	1.5384%	1.5384%
I-II	130	0.7692%	0.7692%
I-III I-IV	193 260	0.5181%	0.5181%
		0.3846%	0.3846%

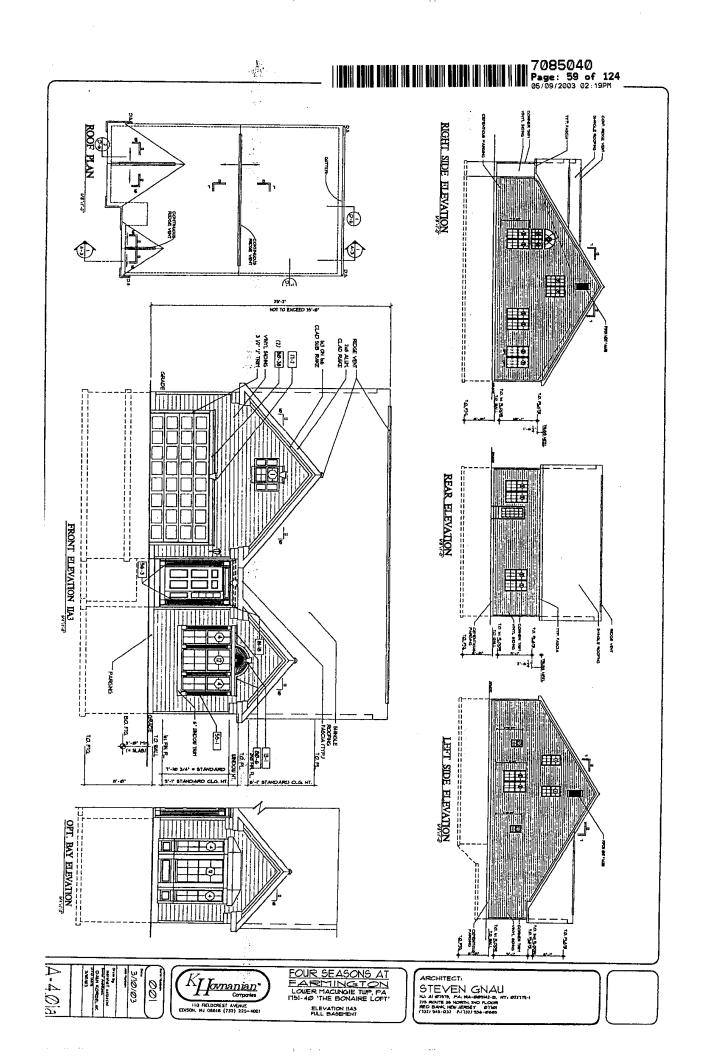


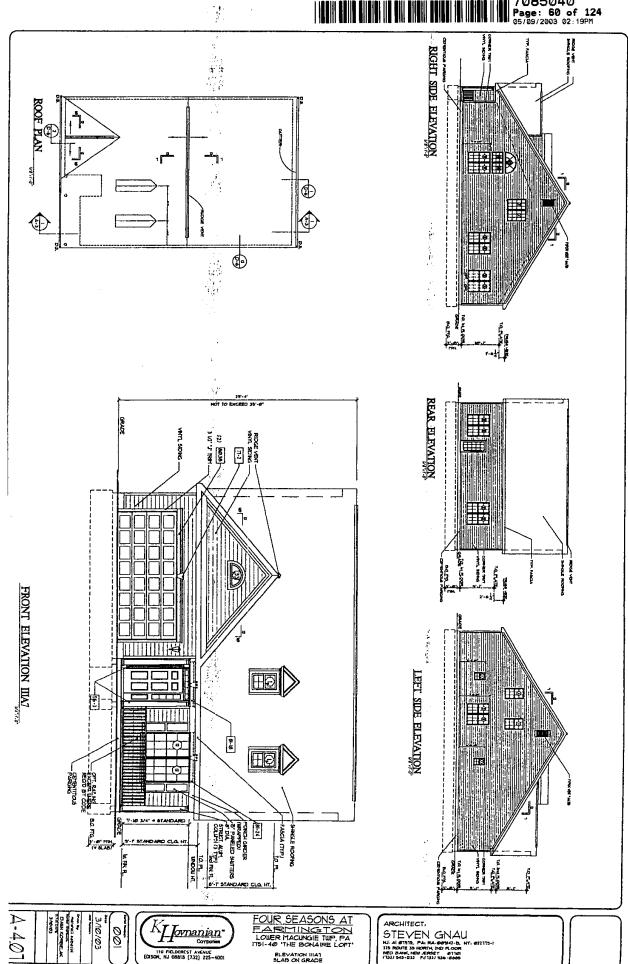
EXHIBIT "H"

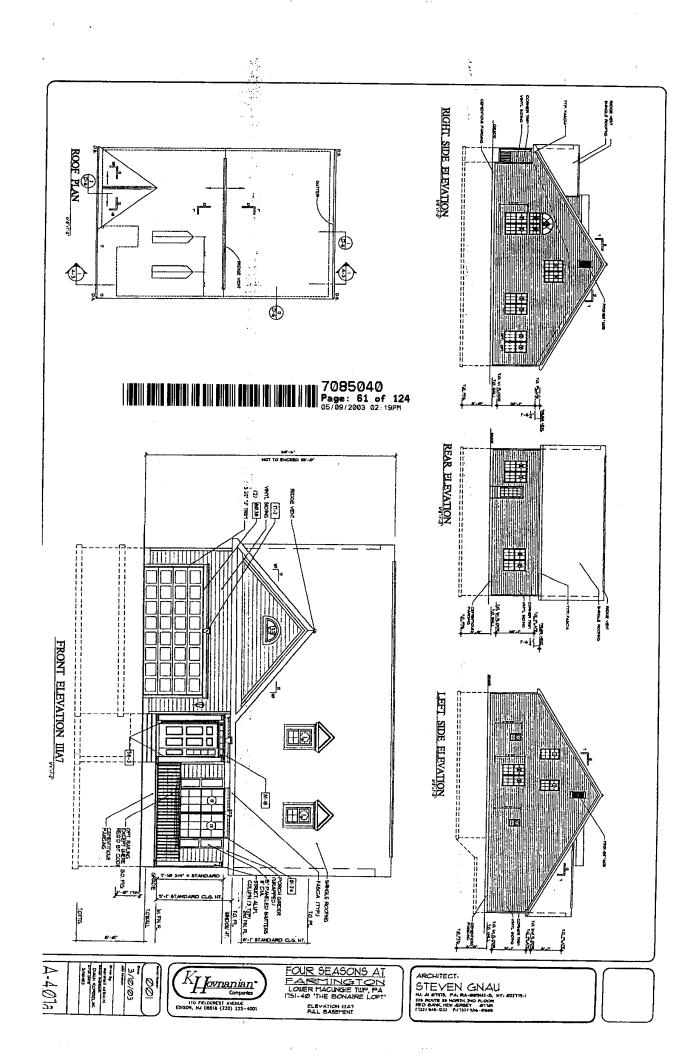
7085040 Page: 56 of 124 05/09/2003 02:19PM

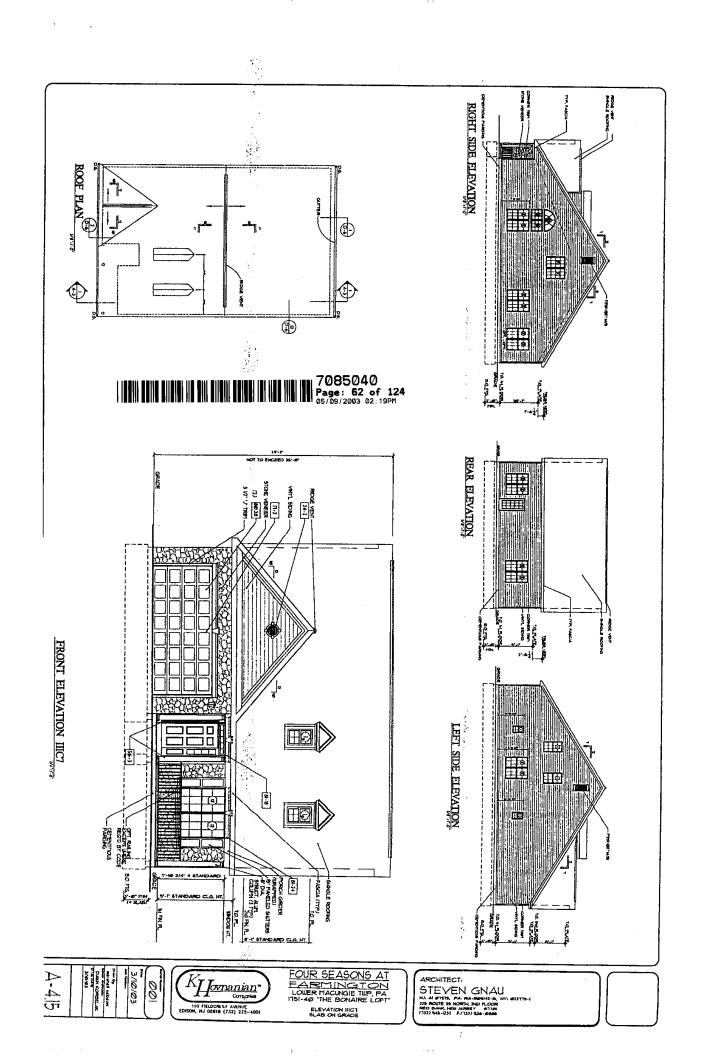


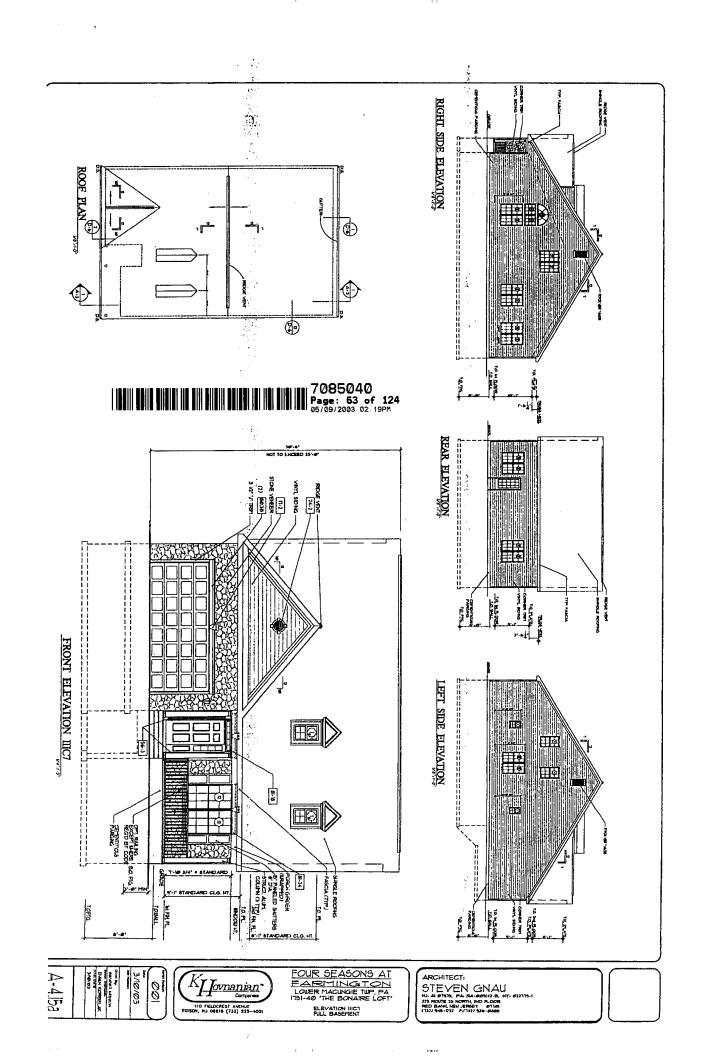


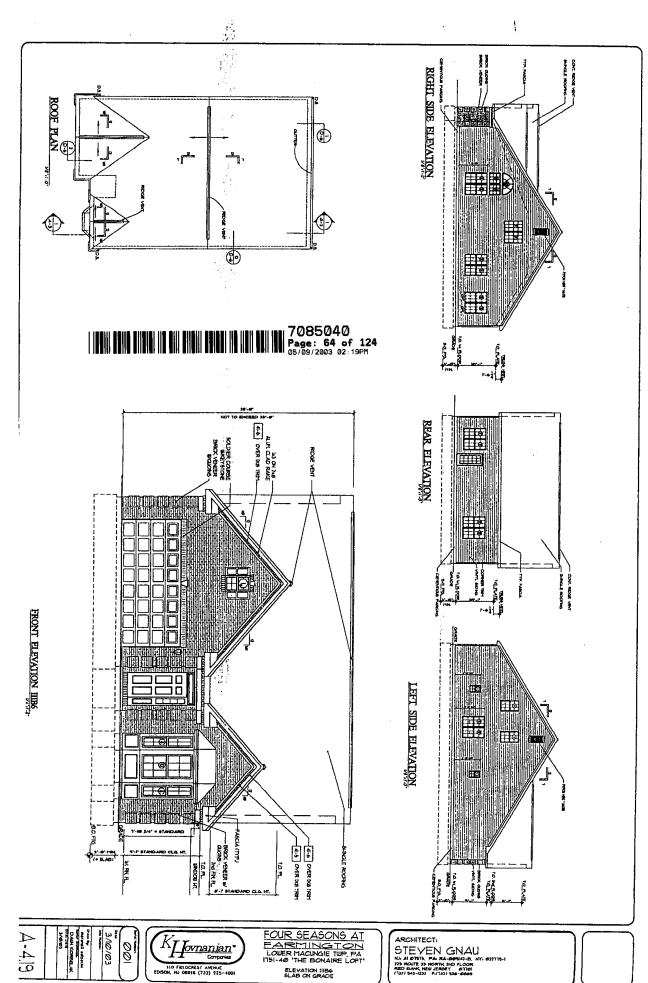


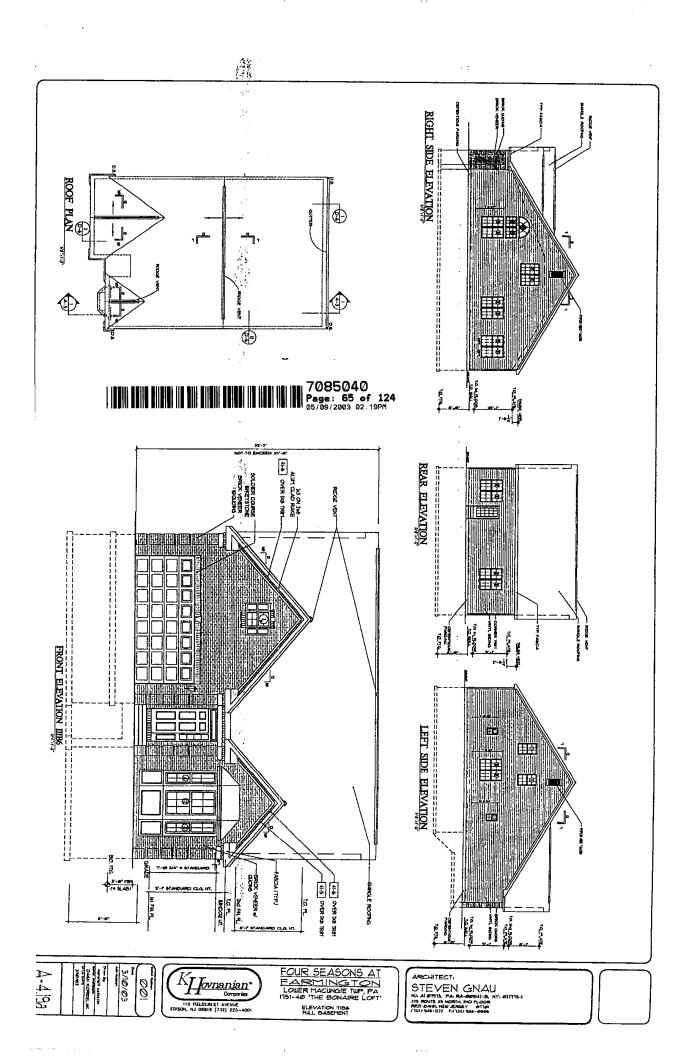


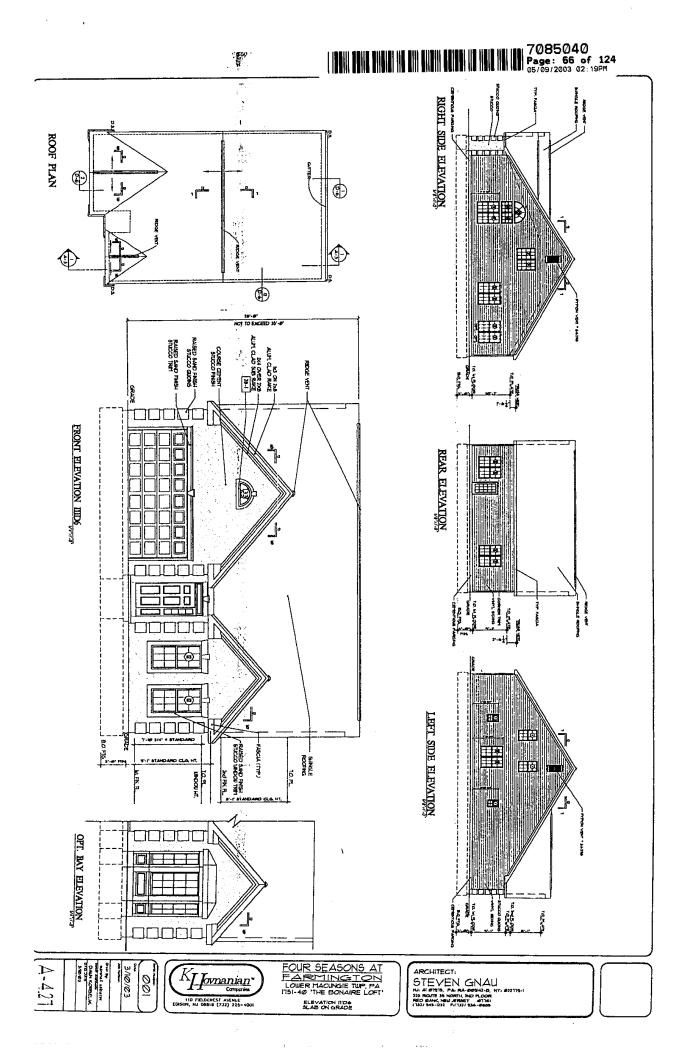


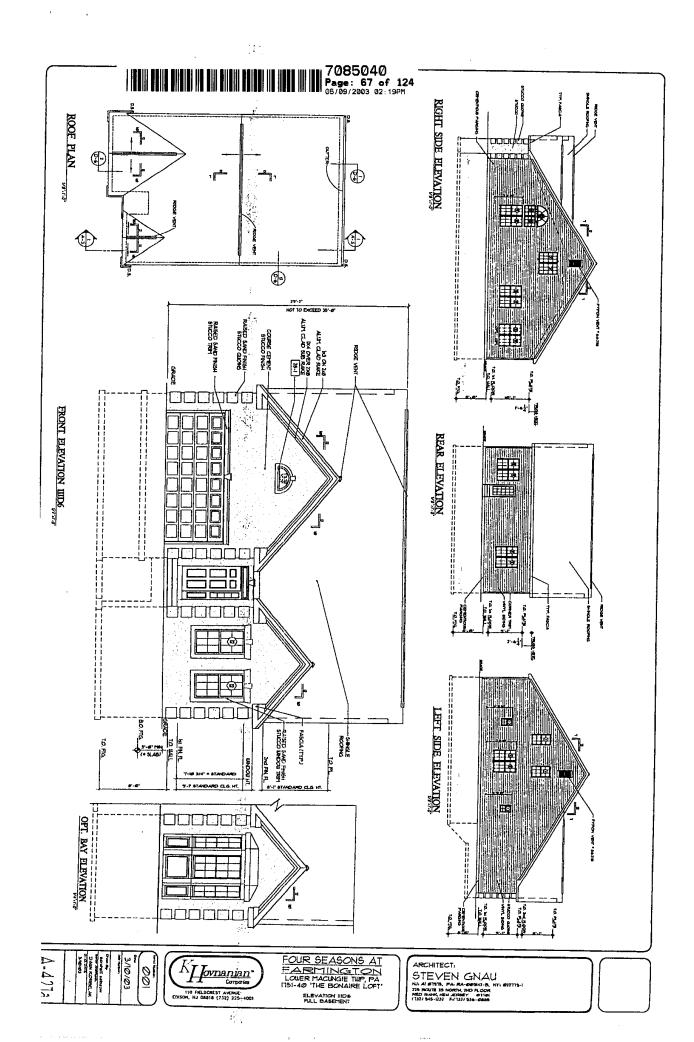


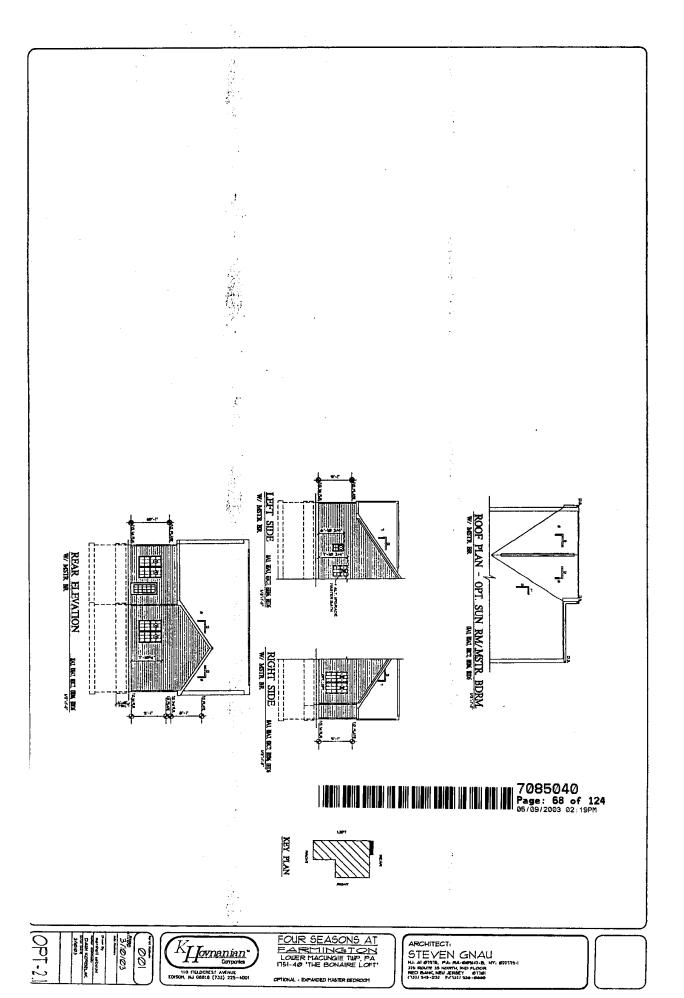


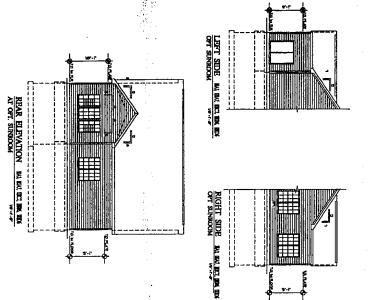


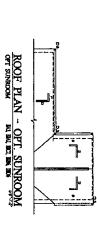




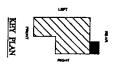


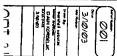








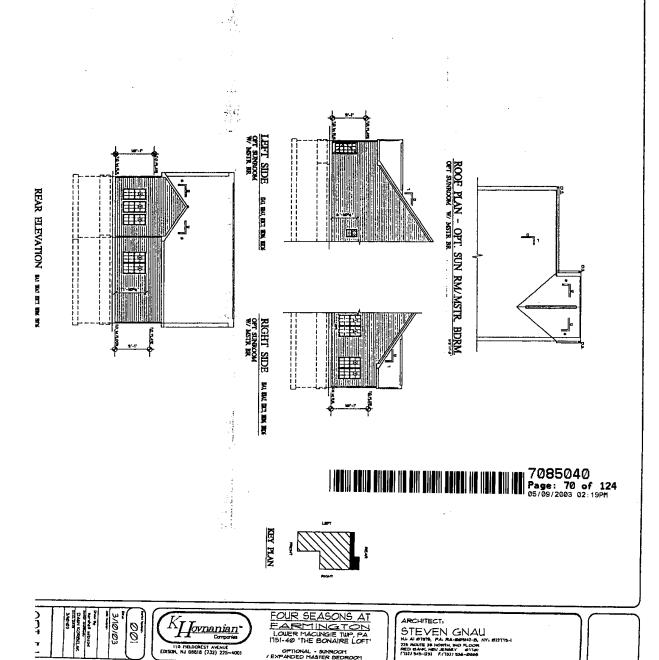






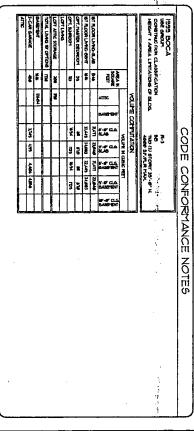


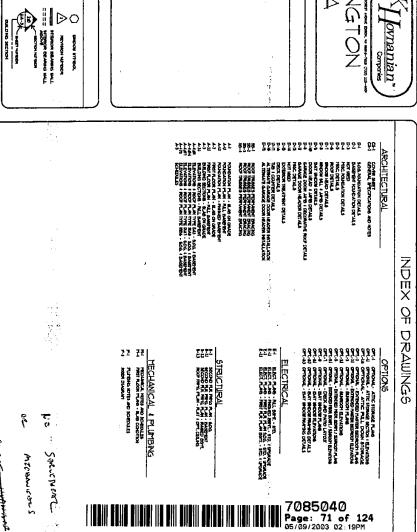
ARCHITECTI
STEVEN GNAU
NI AI 61919, PA AR-A00561-B, NT 622115-1
232 ROUTE SHORTH, NO PAGE
NEED SACK NEW APRICEY 67156
NEW ARCHITECTURE
NEW ARC

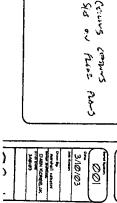


110 FIELDCREST AVENUE EDISON, NJ 08818 (732) 225-4001









CE: CAS CENTRA

かられていて

TOTAL SECTION

Marketter Constitution of the Constitution of

ANT XYTS

OTHER

FIEL

AND CAPEN

AND SECURITY

AND SECURITY

AND CAPEN

AT COORD ALL STATE OF THE ALL STATE OF T

REPURE IN

NUMBER SEASON

DATH ELEVATION

DELITA SERVICE SERVICE

DESIGNATIONS

(Christophina) word (Christophina) (

C. J. Corn. was

CPT. CHANGE OF FLOOR

0

DOOR SYNBOL

ERIAL SYMBOLS

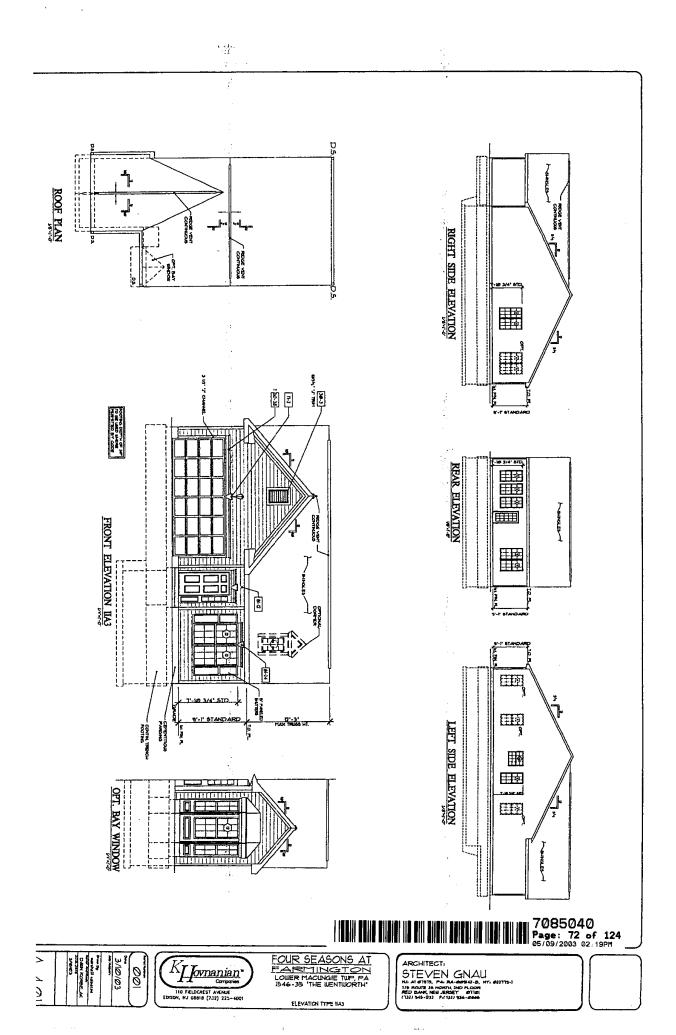


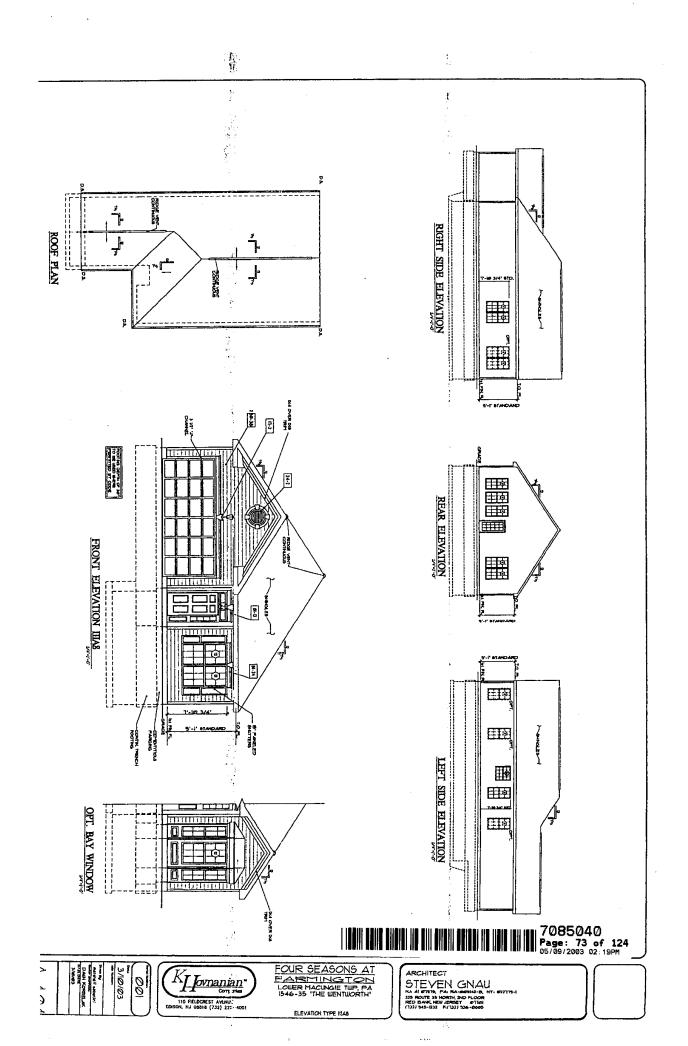
ï

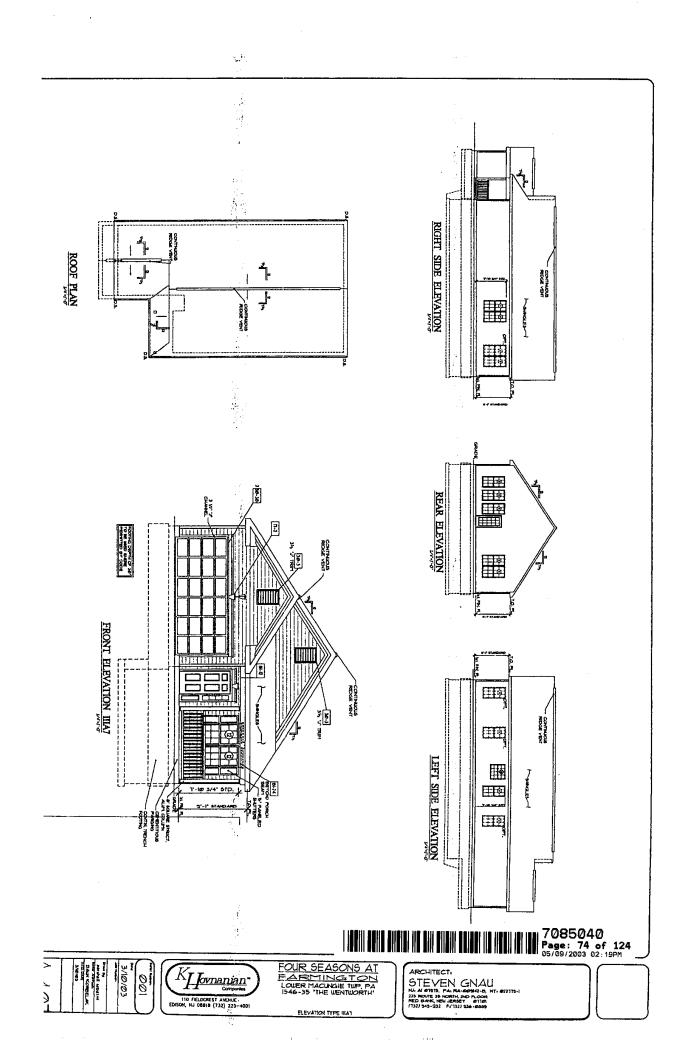


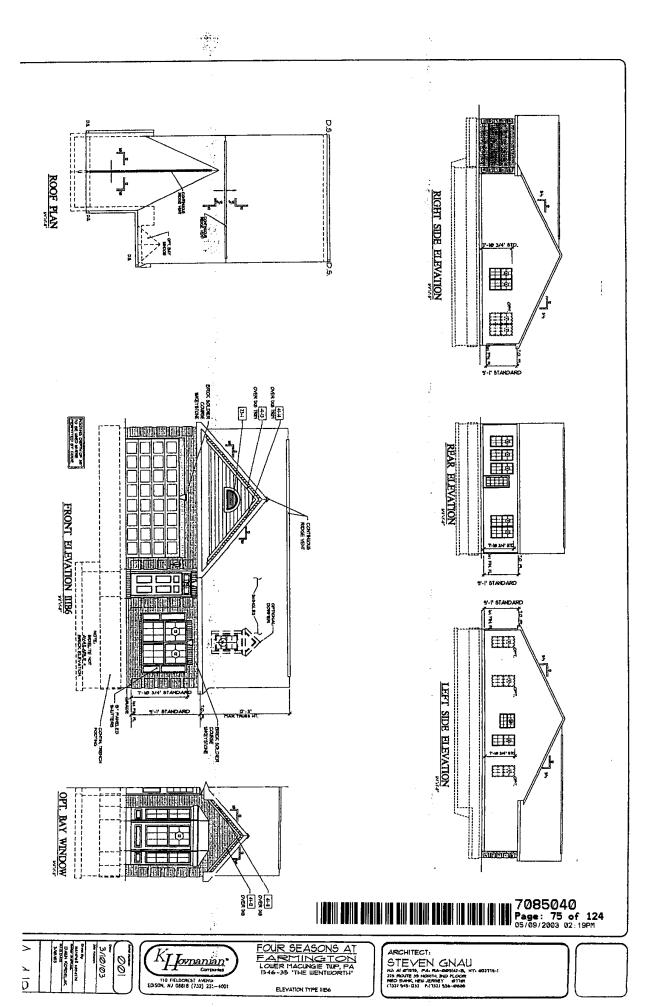
ARCHITECT

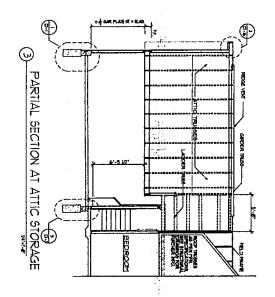
STEVEN GNAU
NJ. AJ 87975, PA RA-BENAZ-D, NY
229 PROJEC 39 HOTEL, PAO PLOOR
RED BANK, NOW JERGEY, 97181
(1327 948-032) F/(7327 334-0666

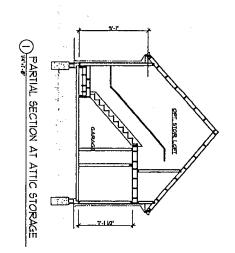


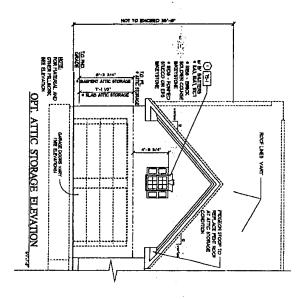


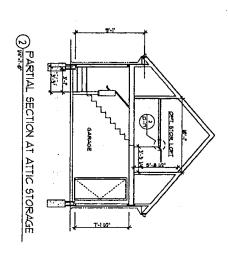




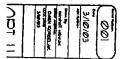








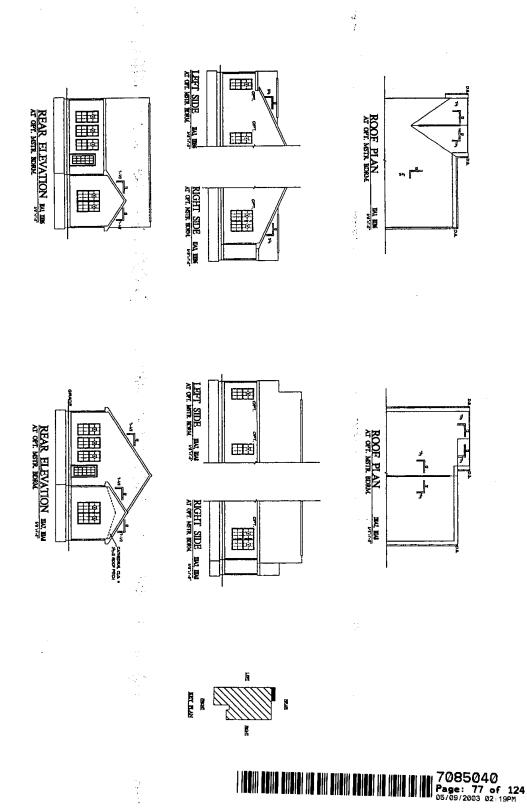


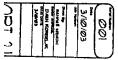








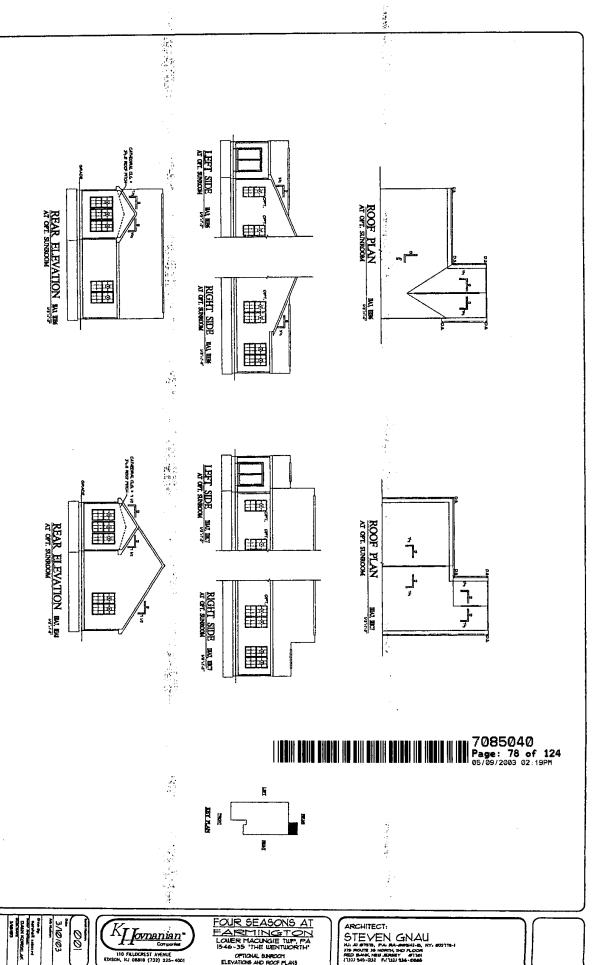




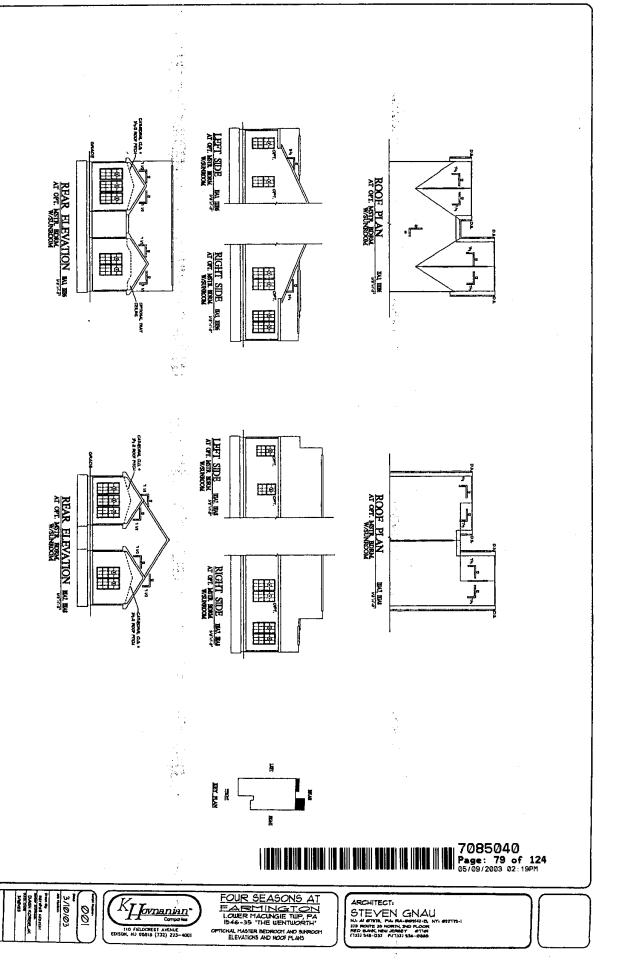


FOUR SEASONS AT
FARMINGTON
LOUER MACUNGIE TUP, PA
1946-95 THE UENTURTH'
OPTIONAL HASTER BEDROCH
ELEVATIONS AND POOF PLANS

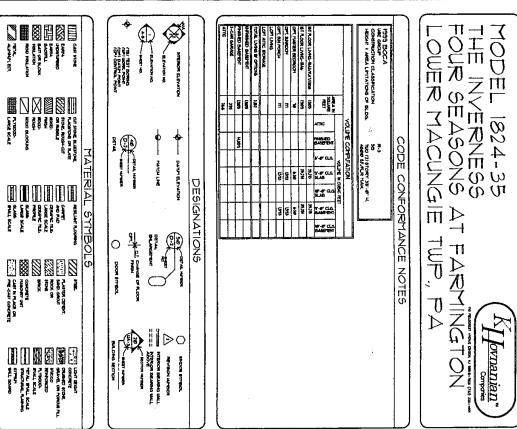
ARCHITECTI
STEVEN GNAU
NI AI 67919, PAR AL-600943-B, NY 527178-1
325 ROLTE SO HOMEN AND FLOOR
RED BANK, NEU SENSEY STIMI
(127) 39-0-227 FK[123] 246-6006

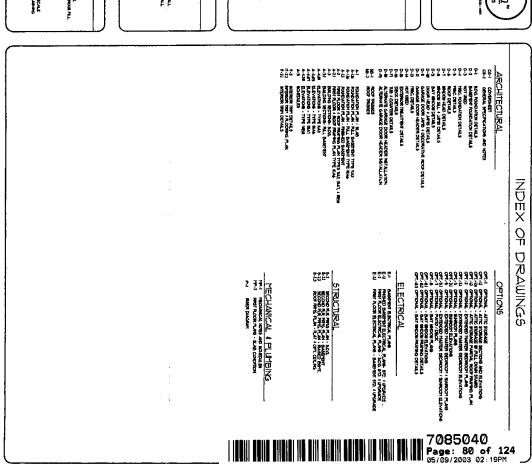


20,7



1, 10C



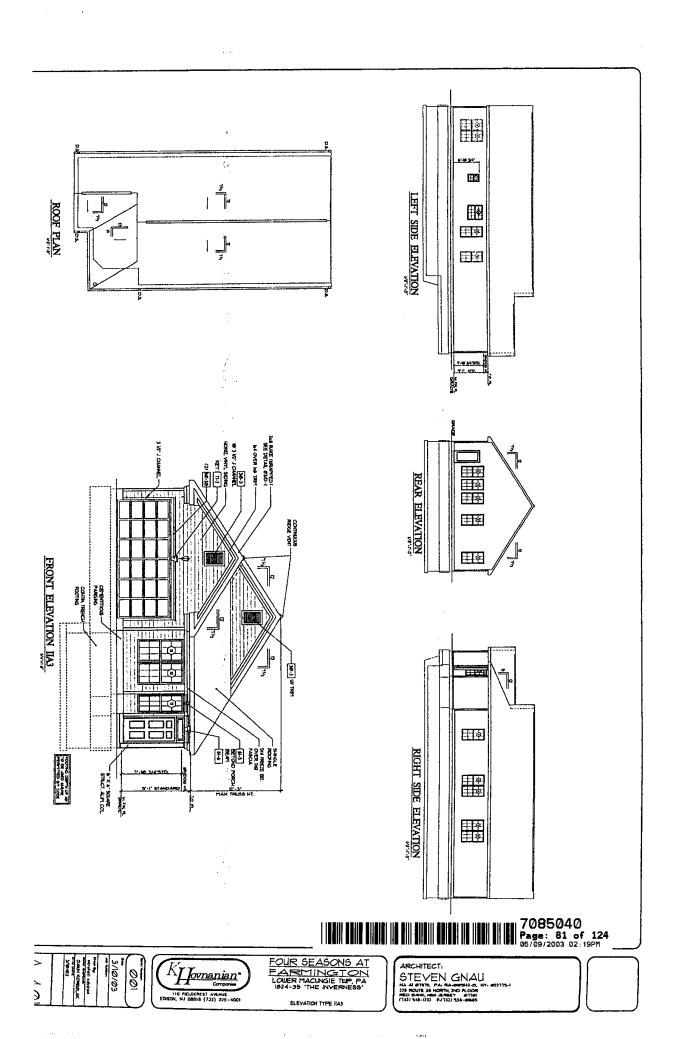


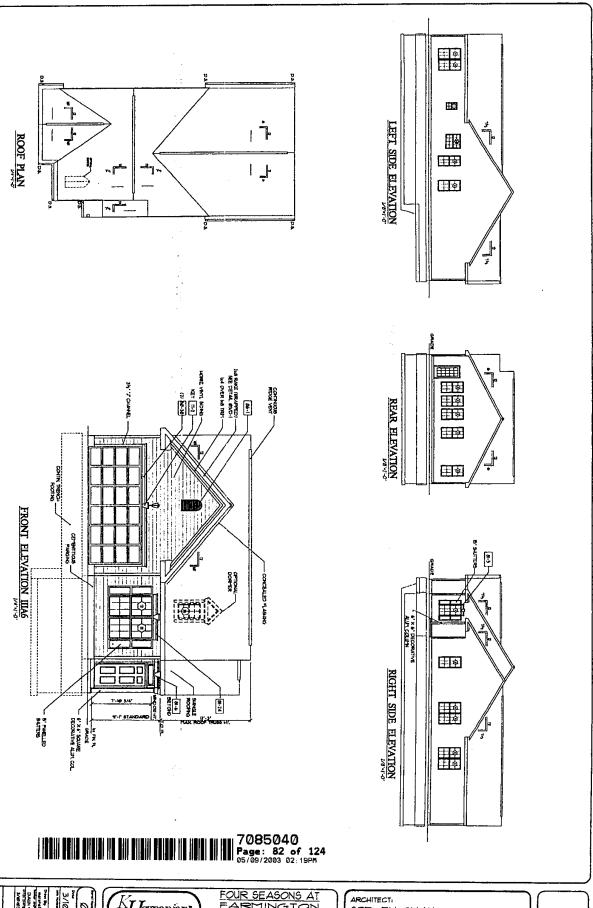






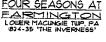
ARCHITECT:
STEVEN GNAU
N. AL BYSTS, PAL RA-800947-B, NY, 0227172-1
219 ROULE BO HORNI, NO FLOOR
RED BANK, NEW JERBEY 67150
(123) 940-1937 F(133) 940-606



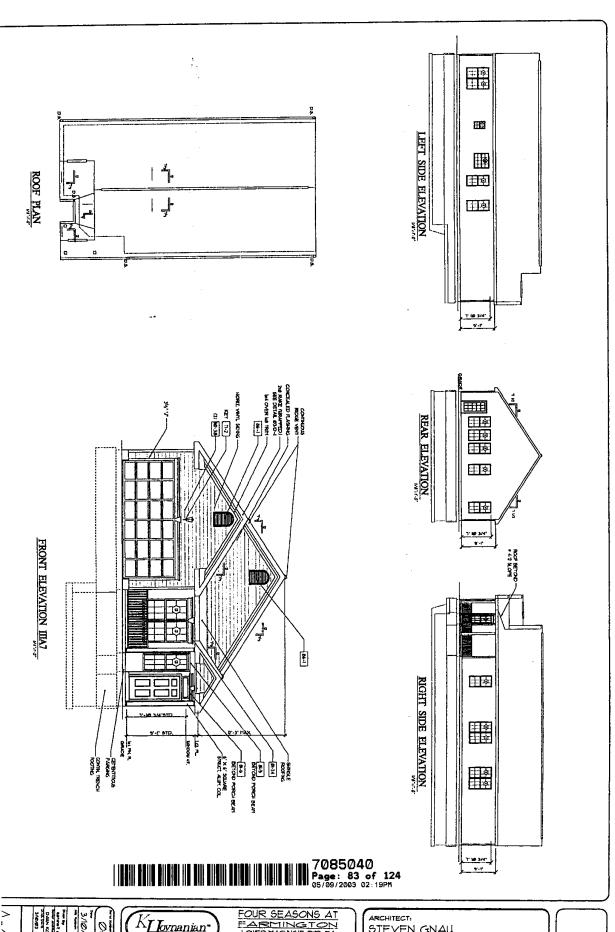


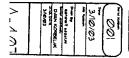














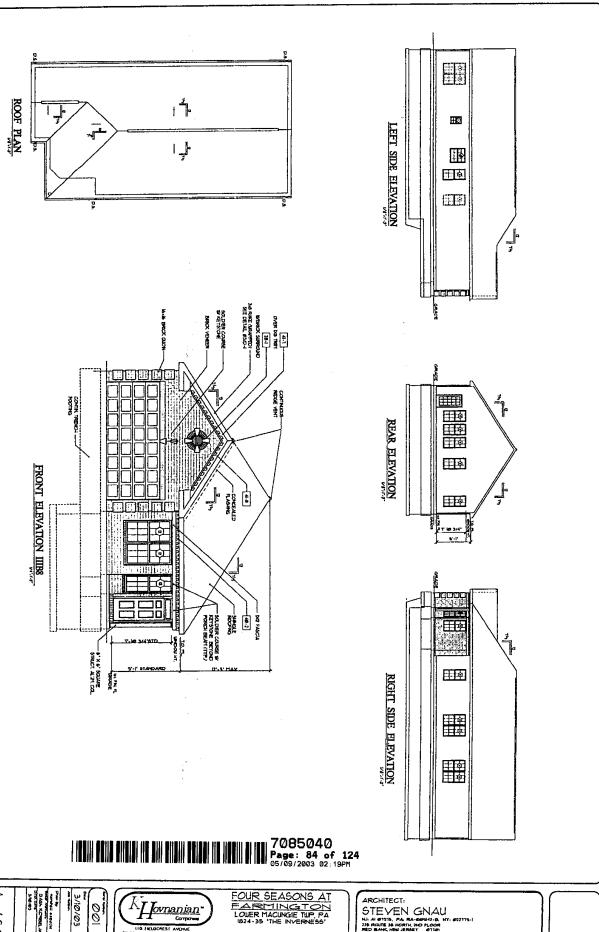
FOUR SEASONS AT FARMING TON LOUER MACUNGIE TUP, PA 1824-35 "THE INVERNESS" ELEVATION TYPE HIAT

ARCHITECT:

STEVEN GNAU

NJ. AI 0119, PA RA-009943-D, NY
229 ROUTE 39 NORTH, NO PLOOR
RED BANK-RUM ARBOY. 01101

(152) 546-1231 Fr/1331 936-0805



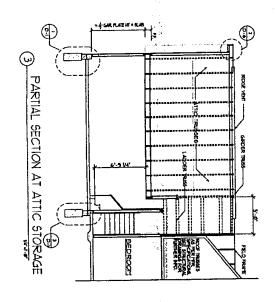


FOUR SEASONS AT FARMINGS TUN, PA LOUER MACUNGS TUP, PA 1824-35 "THE INVERNESS" ELEVATION TYPE IIIBE

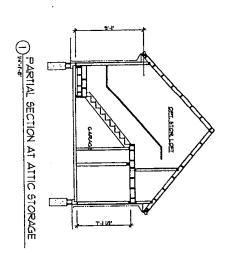
ARCHITECT:

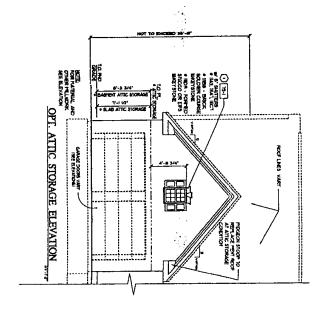
STEVEN GNAU

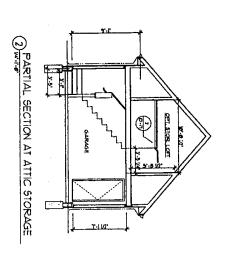
NJ. AI 61915, PA RA-669143-B, NT
215 REATE 38 HORRY, AND FLOOR
RECT BASK-BULLERSHY OTEN
(132) 545-1337 FL(132) 234-6865



÷ :

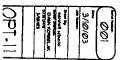








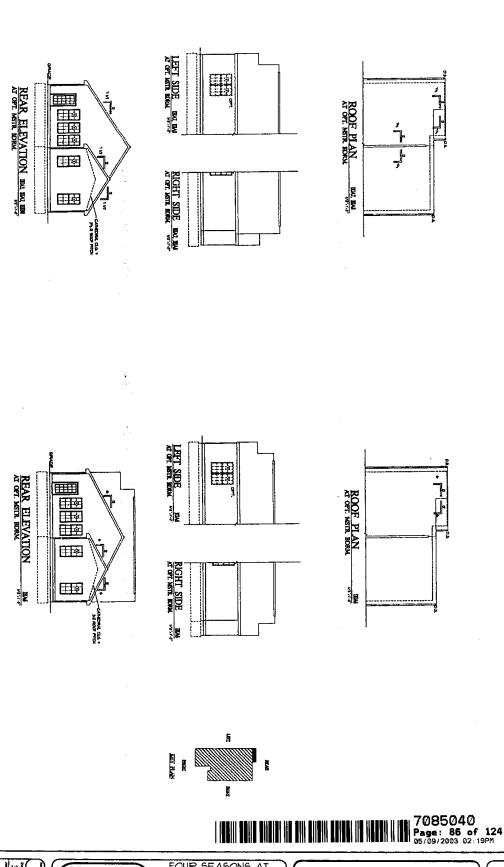
7085040 Page: 85 of 124 05/09/2003 02:19PM

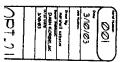






OPTIONAL - ATTIC STORAGE SECTIONS AND ELEVATION ARCHITECT.
STEVEN GNAU
N. AI STED, PA. RA-BERGER, NY. 822119-1
225 HOUTE SO HOUTE) AND FLOOR
RED DAME, NEW RESET? STAN
(12)7 194-1921 PATRICY STAN
(13)7 194-1921 PATRICY STAN
(13)7 194-1921 PATRICY STAN
(13)7 194-1921 PATRICY STAN
(14)7 194-1921 PATRICY STAN
(15)7 194-1921 PATRICY
(15)7 194-1921

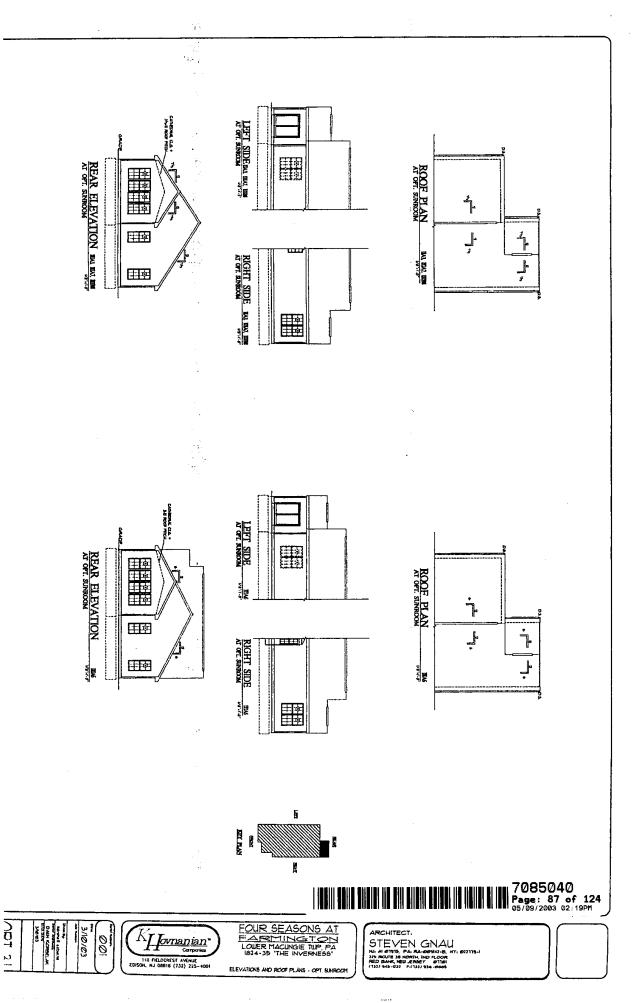


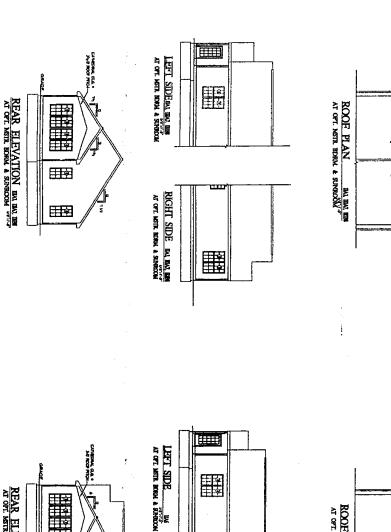


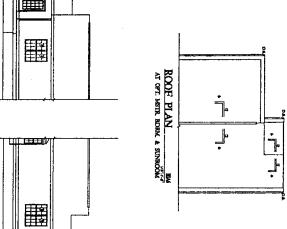


FOUR SEASONS AT FARMINGTON LOWER MACINGIE TUP, PA 1824-35 'THE INVERNESS' ELEVATIONS AND ROOF PLANS - EXT. HISTR BORT

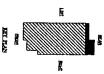
ARCHITECT:
STEVEN GNAU
NJ. AI 01919, PA. RA-080904-0, NY
139 ROULE 38 NORTH, NO R. DOR
RED BANK RUN 20180
(132) 549-1332 F/1337 334-0006











RIGHT SIDE IN A SUNDON

|--|

REAR ELEVATION EM
AT OFF, MSTR. BURN. & SUNROOM 1974-97

| | 4 | 9 | 0 | 0

1

4



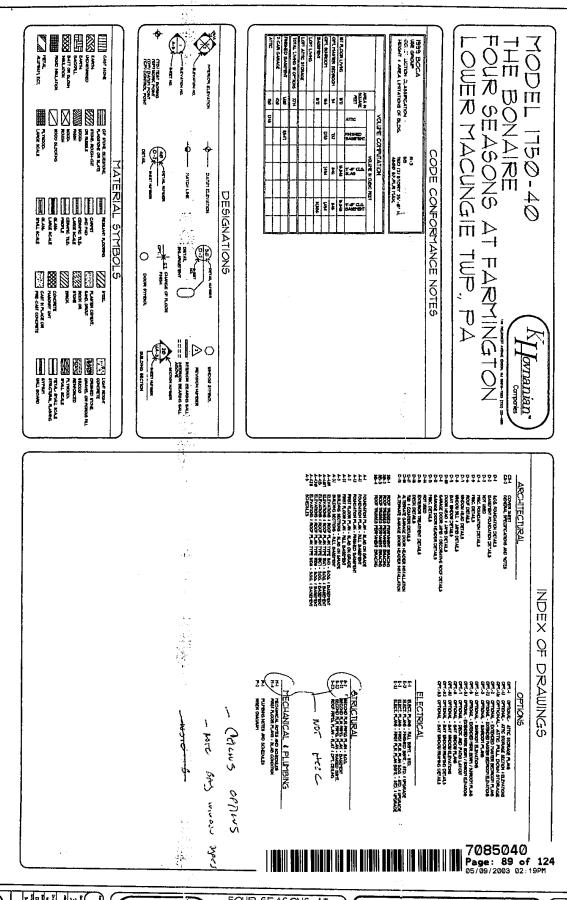
FOUR SEASONS AT FARTING TON LOWER MACUNGIE TUP, PA 1824-35 'THE INVERNESS'

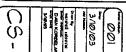
ARCHITECT:

STEVEN GNAU

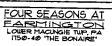
10. AL d'1213, FA RA-SEPRAT-B, NY
125 PROTES SA MORTE SON PLOOR
PET BANKS, NEW JERREY O'THE!

1217 145 - 2017 FF (1217 145 - 2005)



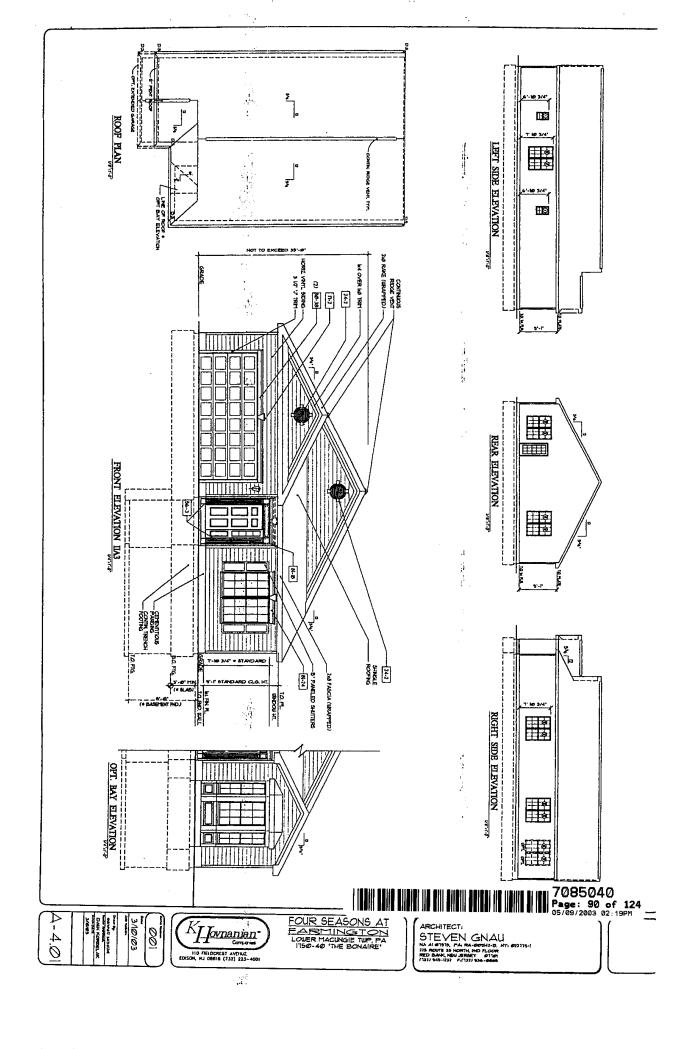


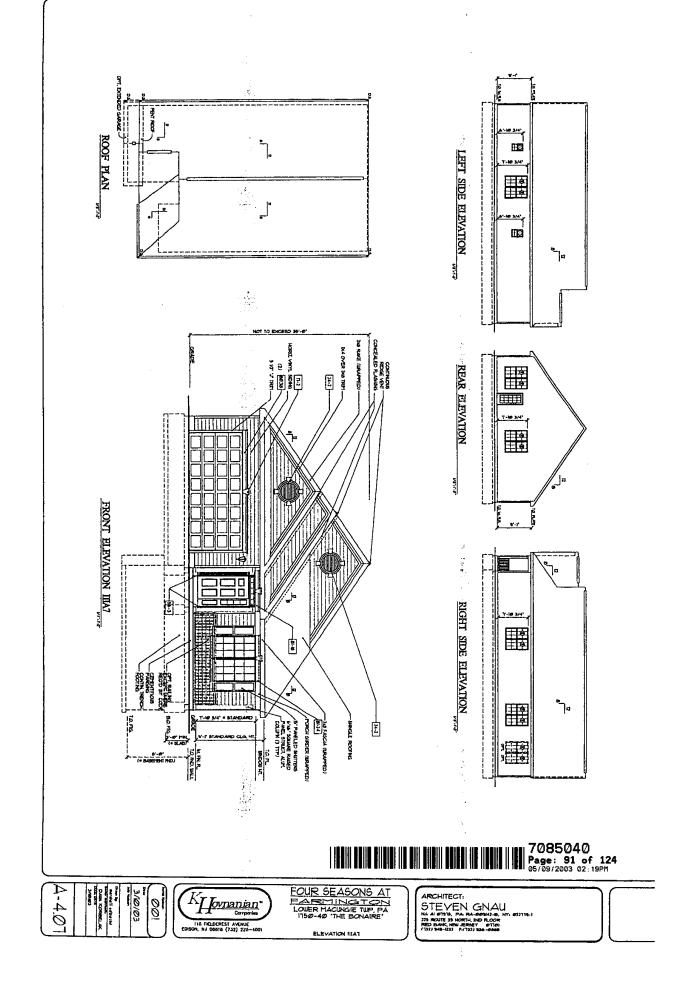


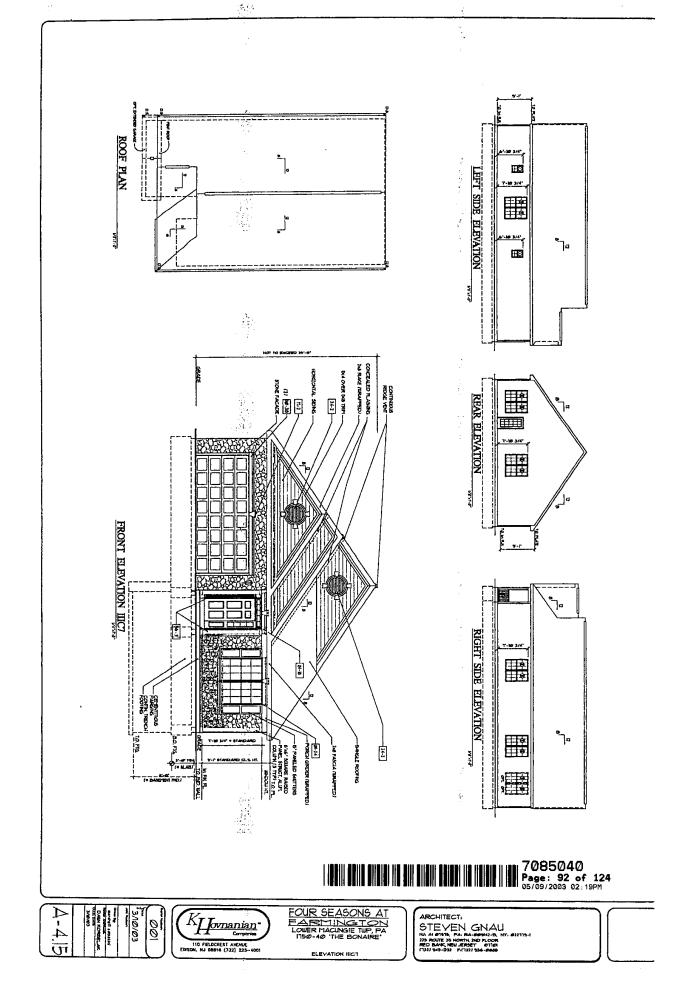


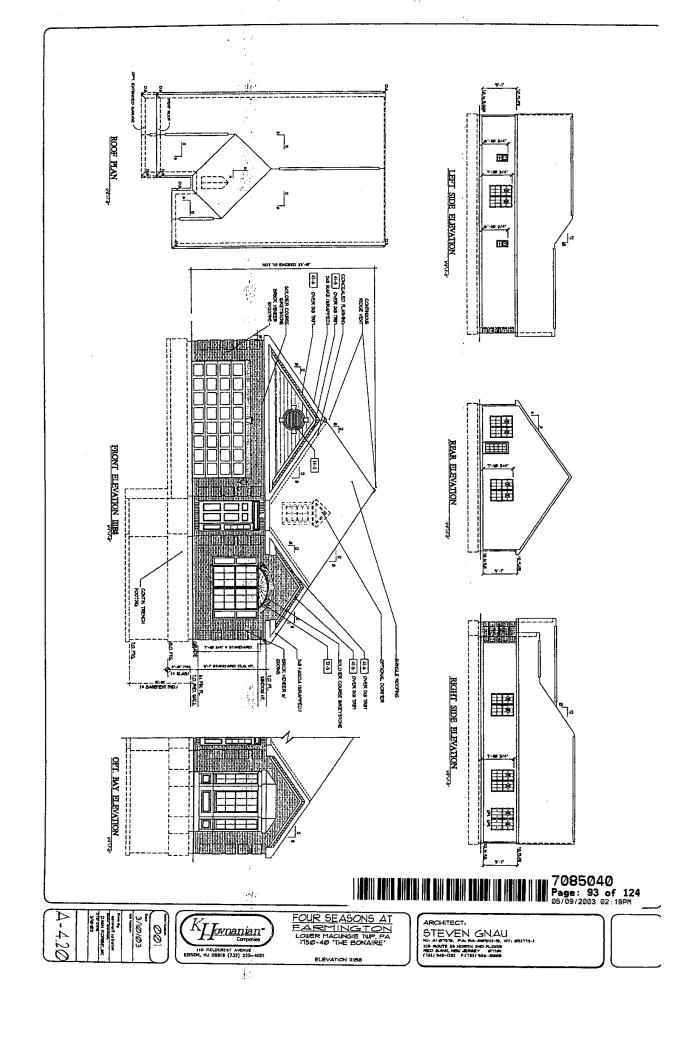
COVERSHEET

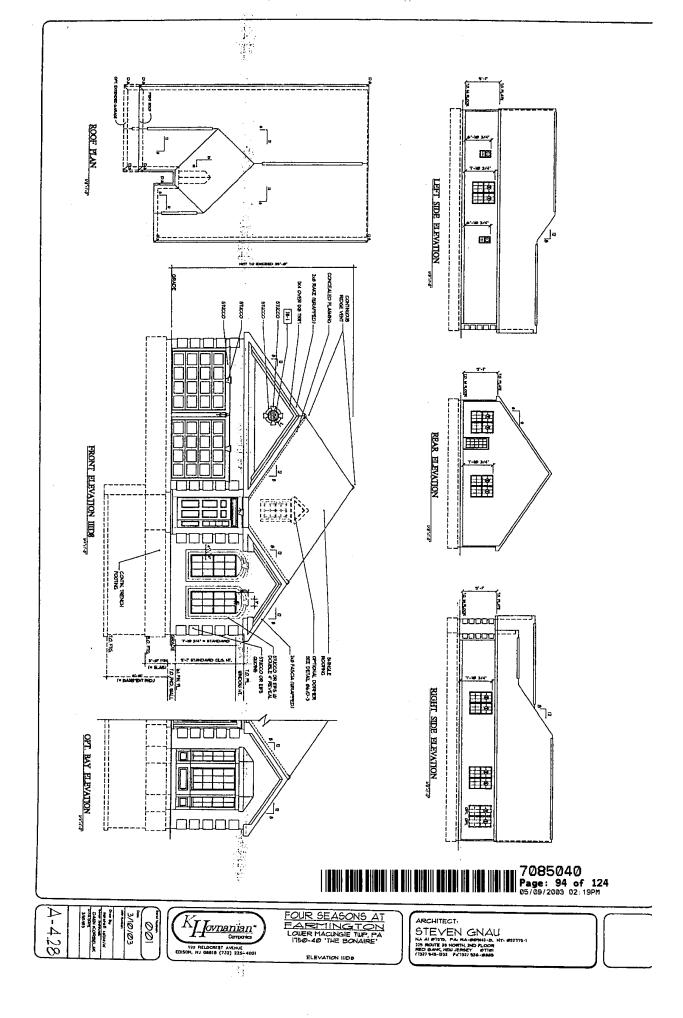


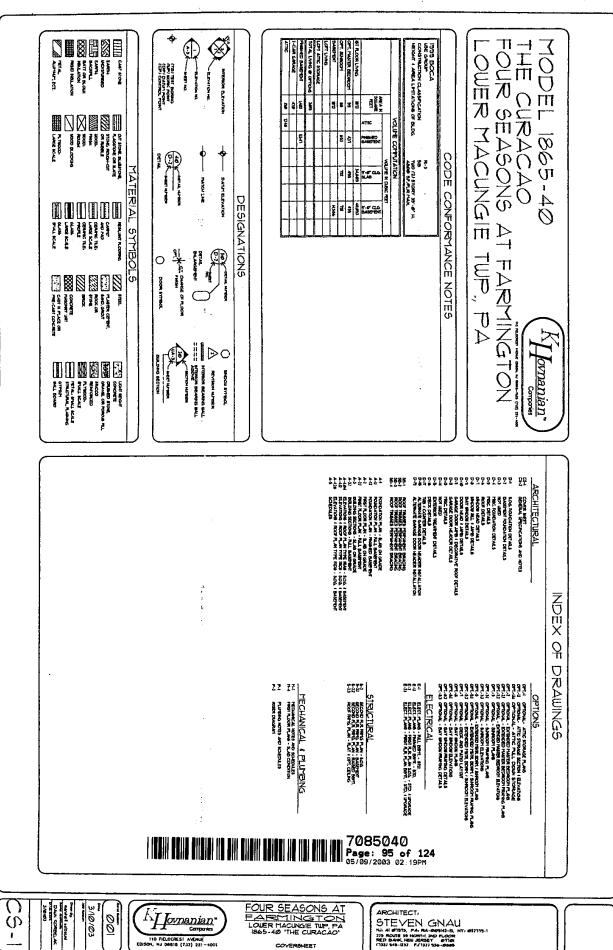






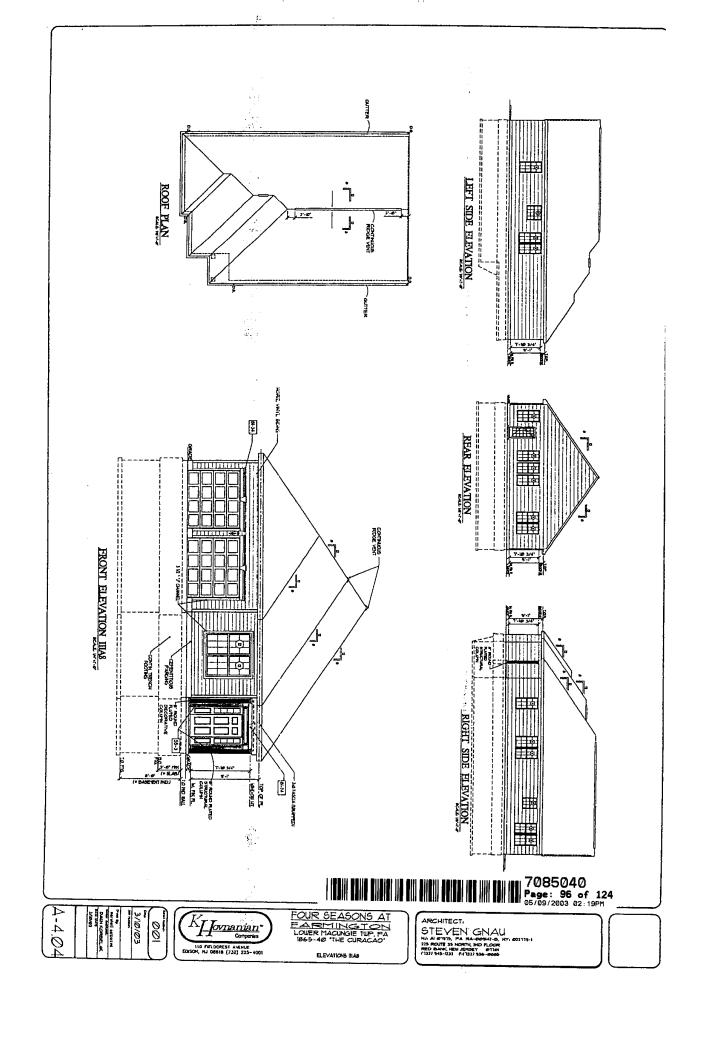


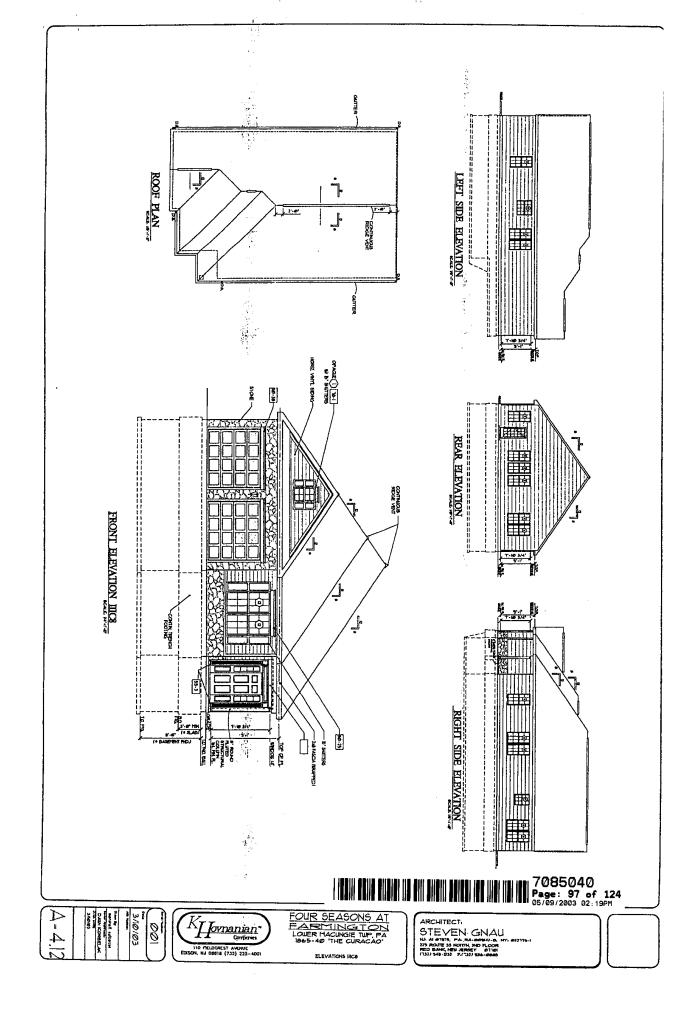




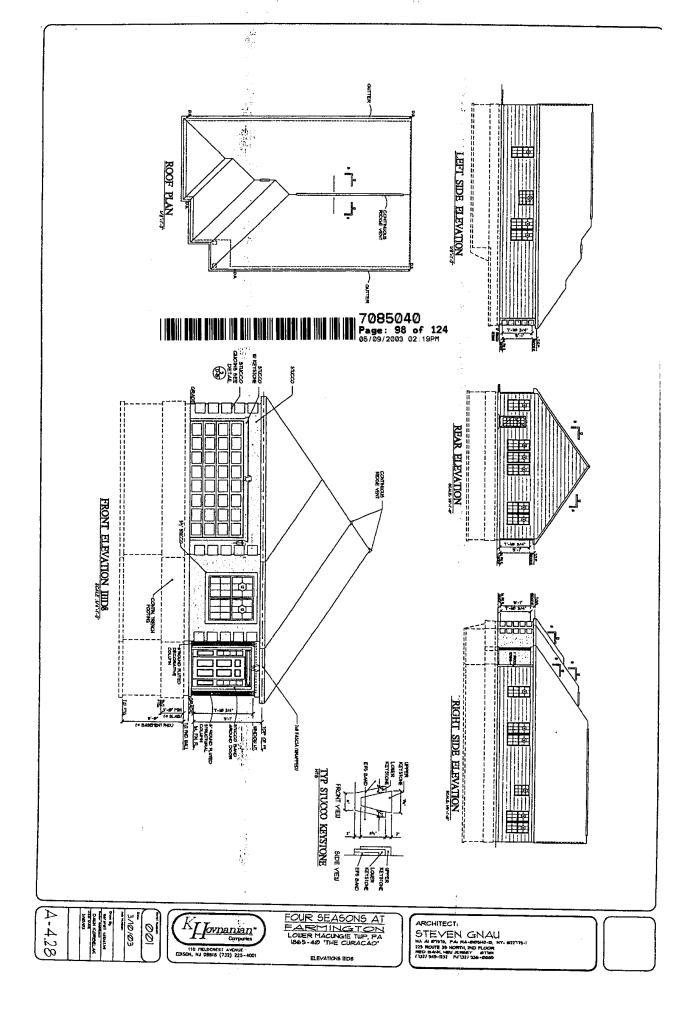
COVERSHEET

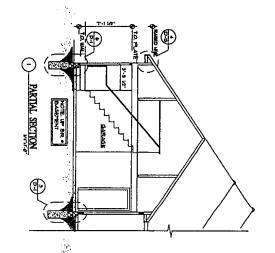
ŧ

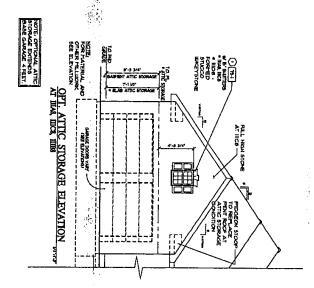




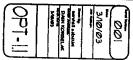
....



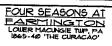








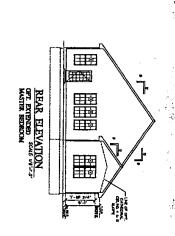


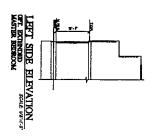


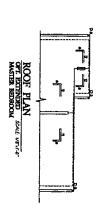
OPTIONAL- ATTIC STORAGE ELEVATION

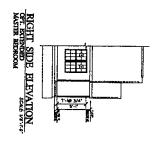
ARCHITECT:

STEVEN GNAU
N. AI STST. PA. RA-69960-D, NY. 692175-1
375 ROUTS 39 HOSTN: 300 R.COR.
RD BANK, BUJ JERSEY ST.
(132) 948-022 F/132) 934-6966



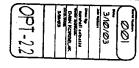




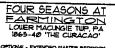




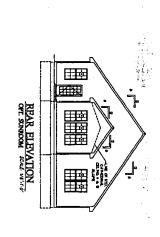


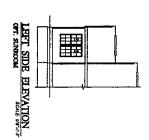


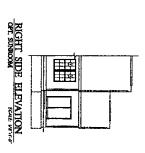


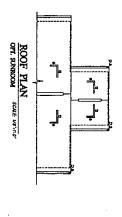


OPTIONAL - EXTENDED MASTER BEDROOM ELEVATION AND ROOF PLAN ARCHITECT:
STEVEN GNAU
NI AI STRIP, PA RA-DENGL-B, NT. 872173-1
319 ROUTE SHOWNIN, SHE FLOOR
RED BANK, NEW JERSEY STRIP
1737 343-353, PK (13) 334-2600



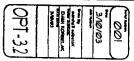








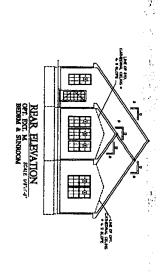


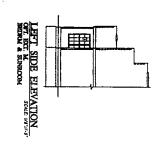


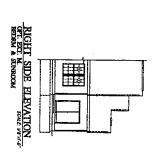


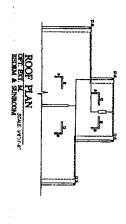


OFTICNAL- SUN ROOM ELEVATIONS AND ROOF PLAN ARCHITECT:
STEVEN GNAU
N. AL STATE, PAR RA-SONGLE, NY, 502176-1
729 ROLLINS HOUSEN BLOOM
RED BANK NEW JERSEY STILE
1219 1946-1215 PATISTY AND ASSESS



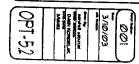




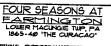












ARCHITECT:
STEVEN GNAU
NI AI 8793, PA RA-889343-8, NY,
323 ROUTE 30 HOWN, 300 FLOOR
RED BANK AND SERVEY STISS
(132) 549-133 N/133 - SERVEY

BLIVATORIUS. 1999 BOCA
USE GROUP
CONSTRUCTOR CLASSIFICATION
USE GROUP MODEL 2091-40
THE CAPTIVA LOFT
FOUR SEASONS AT . 0 Em - ELEVATON NO. IN MACUNGIN 150 MARCH LAW CODE CONFORMANCE NOTES DATUM ELEVATION DESIGNATIONS DOTAL DELANGED OF THE PROPERTY THT. U TINGTON 1 Barbon rection

The manual states and the ma KHovnanian Composes  $\searrow$ 

Manual Art come of common treede ARCHITECTURAL CLUMONS INCO FLANTING TO A LAGGE CLUMON FLANTING THE STATE CONTROL SCATT AND THE STATE OF THE COVER THE CHANGE OF THE HOLES ROCE TRAMES PERFURENT BRACKS ROCE TRABES PERFURENT BRACKS ROCE TRABES PERFURENT BRACKS ROCE TRABES PERFURENT BRACKS Park Seminar NUMX OF DRAWINGS STRUCTURAL

\*\*COO HE PRISTAN - MAN

I MCCO HE PRISTAN - NAME

IN ROOM HE PRISTAN - NAME OFFI

IN ROOM HE PRISTAN - NAME OFFI ELECT A-48 - PALL BRIT - 170.
ELECT A-48 - PRESE DRIT - 170.
ELECT A-48 - PRESE DRIT - 170.
ELECT A-48 - PRESE DRIT - PALL BLOCK - 170.
ELECT A-48 - PRESE DRIT - PALL BLOCK - 170.
ELECT A-48 - PRESE DRIT - PALL - 170.
ELECT A-48 - RECORD DRIT - MAI - 170.
ELECT A-48 - RECORD DRIT - MAI - 170. MECHANICAL & PLUMBING
HECHANICAL NOTE AND EXPENSES
HESTROOP FLANS - 1 AND EXPENSES PLIPTENS HOTES AND SCHEDLES RESER DIAGRAPH Orikins And the second section of CIPHOUS

3/10/03 001



· 作

(TE) THAT BOTHS (NE) BOTHS FORT (DE) DATUS FORT (G) CONTROL FORT

Delat.

ST DIMME OF LOOK

0

DOOR STEBOL

MATE

SYMBOLS

TANATA RE.

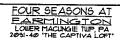
STATE OF SECURITY STATE OF SECURITY

ELLANT RACES

GANGE

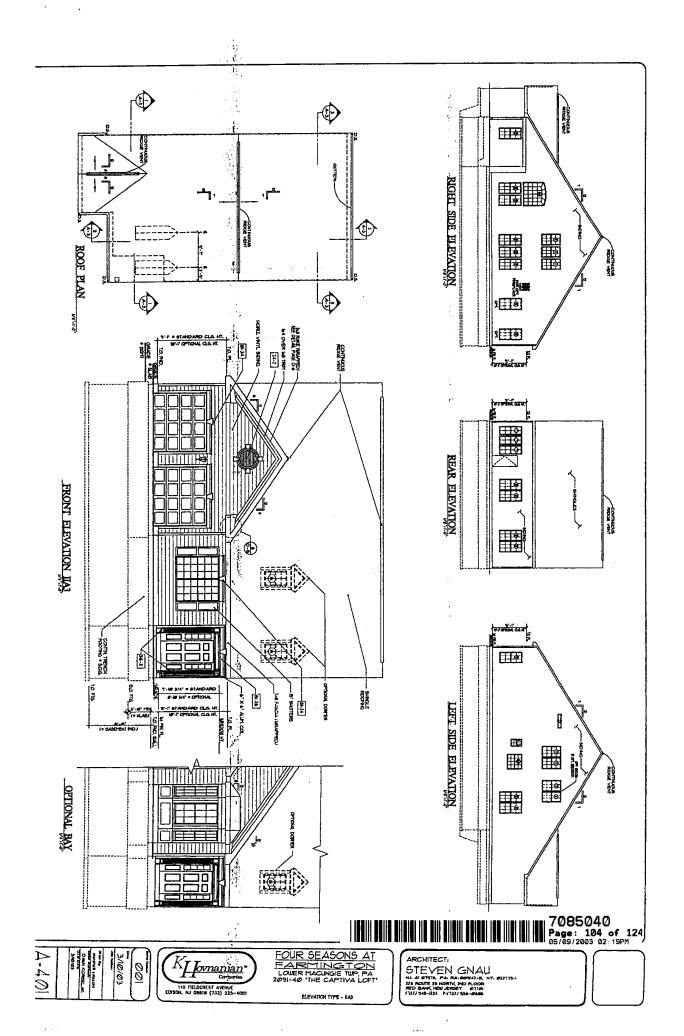
GA

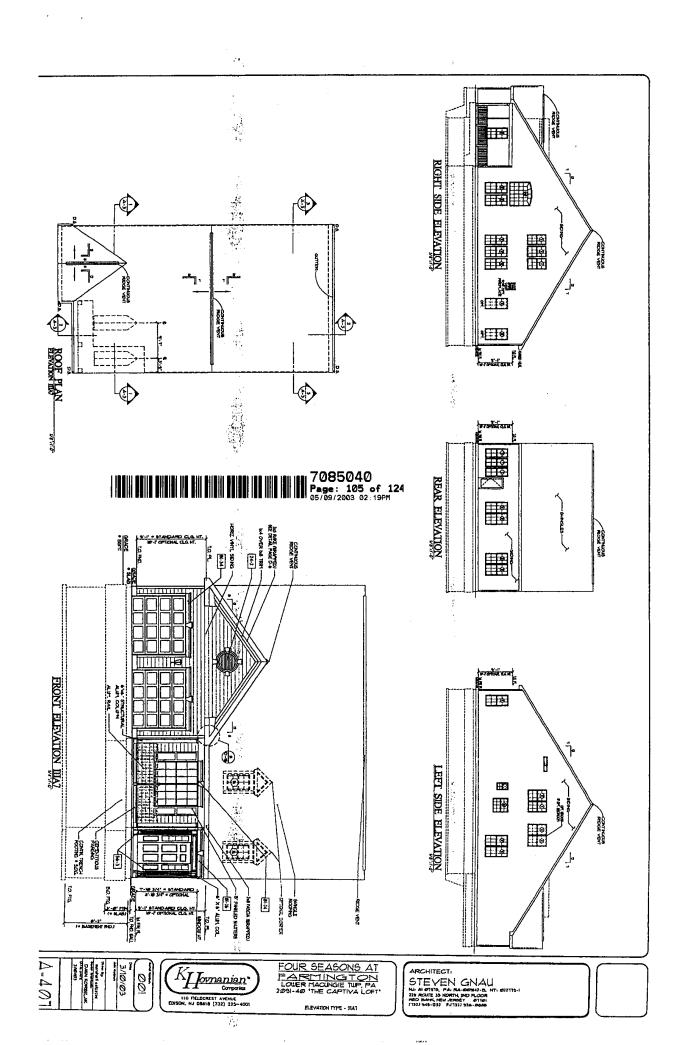
The case of the ca

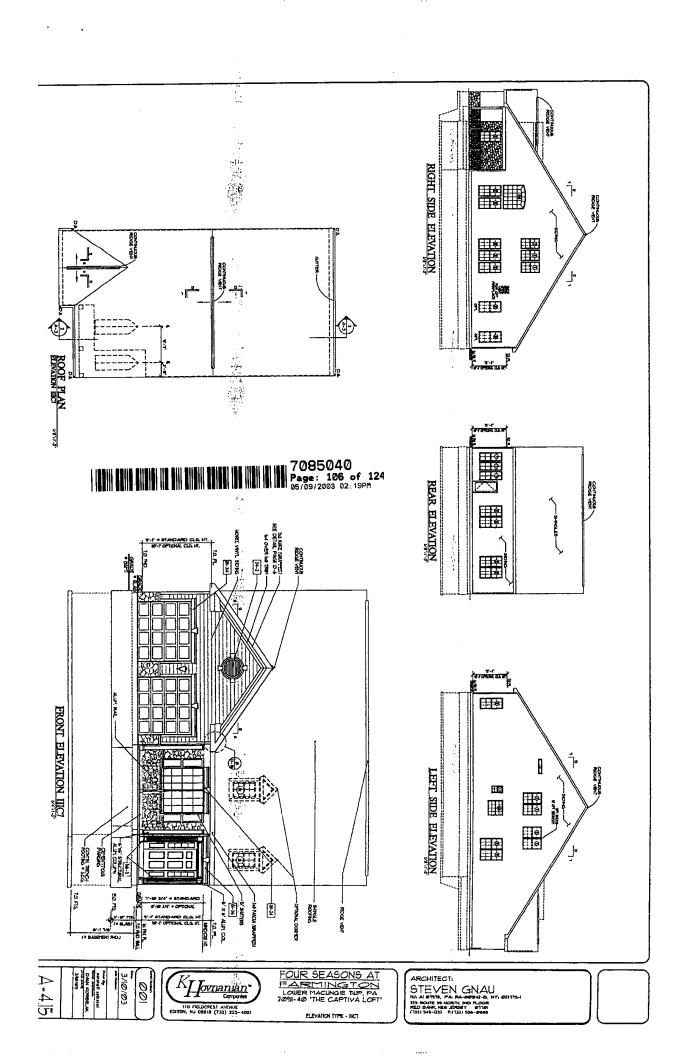


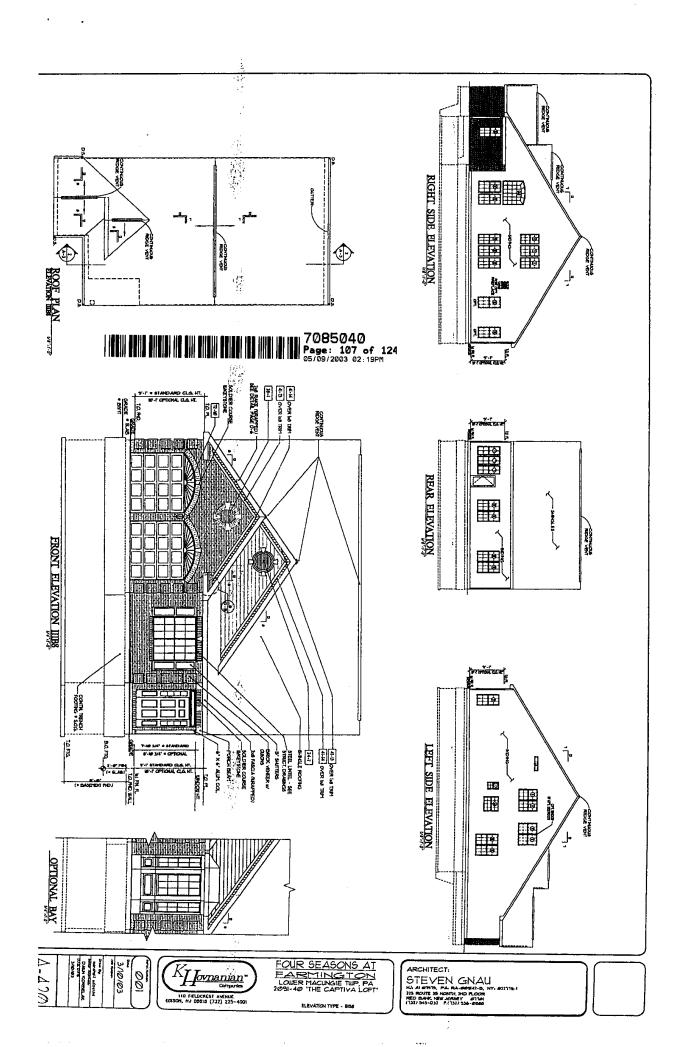
ARCHITECT: STEVEN GNAU
NI. AI 57910, PA PA-6092142-0, NY
725 ROUTE 36 NOWTH, 260 FLOOR
RED BAPK, NEU JEROSEY, 61161
(132) 363-1321 PH 1327 2343-2066

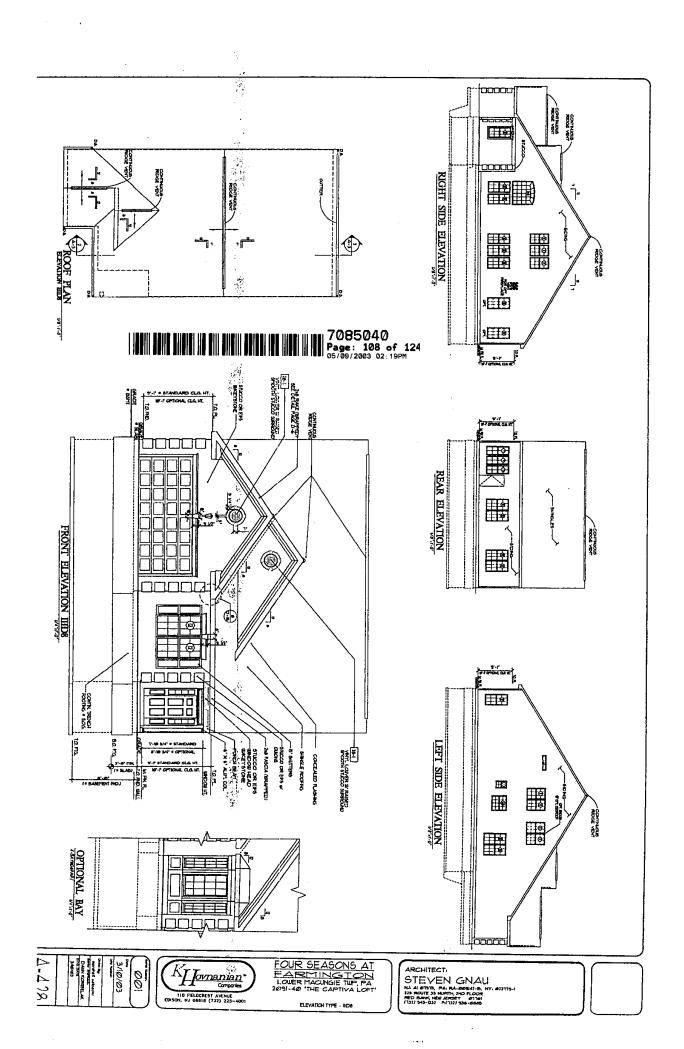
7085040 Page: 103 of 124

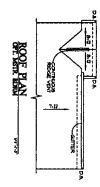


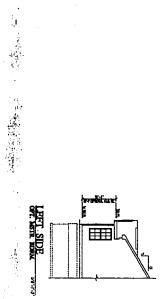




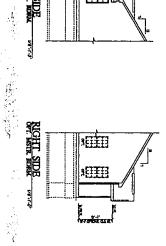


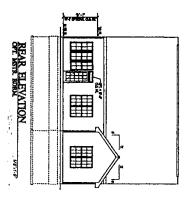


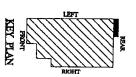




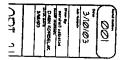
. :





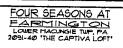




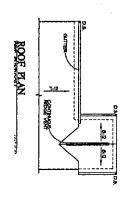


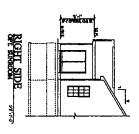


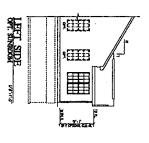
ŗĥ,

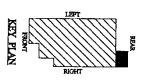


ARCHITECT: STEVEN GNAU NI AI 87315, PAI RA-00043-B, NTI 275 ROUTE 25 NORTH, NO PLOOR RED BANK, NEW JERSEY - 67169 17327-945-17327 F-17327 36-0006



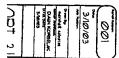














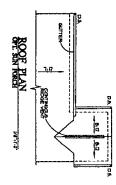


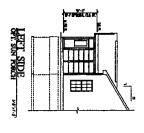


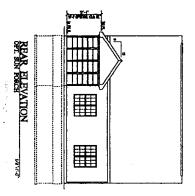
REAR ELEVATION

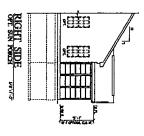
N8.1.0

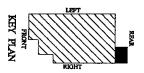














3/10/03

The part of the part



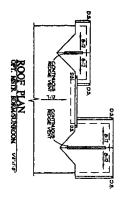
FOUR SEASONS AT
EARCHINGTON
LOUER MACINGIE TUP, PA
2091-40 'THE CAPTIVA LOFT'

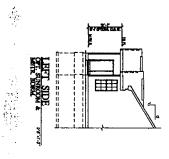
OPTIONAL + SUN PORCH ELEVATIONS

ARCHITECT:

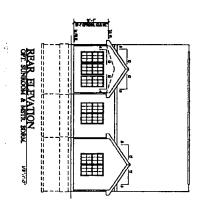
STEVEN GNAU
NI. AI 87913, PAI RA-69934-15, NY, 823119-1
313 ROUTE 38 HORTH, 100 PLOOR
RED BANK, 100 JEENEY GOOD
(132) 348-1237 F.(132) 354-2666

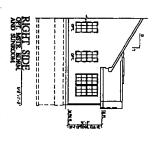
### 7085040 Page: 112 of 124

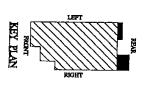


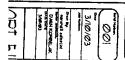


A.









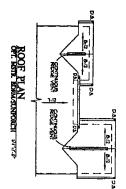


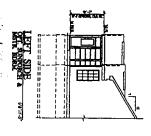


ARCHITECT:
STEVEN GNAU
NJ. AL STATS, PA. RA. GERBAGI, NT. 592179-1
729 ROUTE 39 NOTH, 1910 PLOCA RECEIVED (1910)
(132) 948-022 F4133) 334-6869

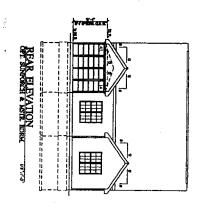
#### 7085040 Page: 113 of 124 05/09/2003 02:19PM

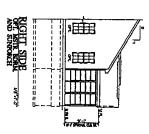
i.

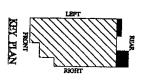


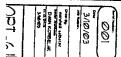


r.











FOUR SEASONS AT FARMINGTON LOUER MADINGIE TUP, PA 28'91-40 "THE CAPTIVA LOFT"

OPTIONAL - EXPANDED HASTER BEDROOT/SIN PORCH ELEVATIONS ARCHITECT:
STEVEN CINAU
NI AL STEID, PAL RALESSMAJ-D, NY 872715-1
229 ROUTE 30 NORTH, 200 PLOOP
RECO BANK, NEW JERREY STILE
TO STANDARD A FEBRUARY STANDARD A FEBRUAR

THE CAPTIVA TODE! OWILL TACINOIL 2090-40 CODE CONFORMANCE NOTES TWP., TA TARMINGTON KHovnanian Compones

AREA LETT ATOM OF BLOCA IN A REAL PROPERTY OF BLOCA IN A R	THE PROOF OF MAN AND LIFE CONTRACT NO. OF MAN	A CALASPICATION 8-2  RELITERATIONS OF BLDCA. NO DISTRET 35'-0" IL  R	OF CLASSICATION OF SECURITY AND	COLUMN CONTROL OF START IN COLUMN CONTROL OF START IN COLUMN CONTROL OF START IN COLUMN COLUM	3		THE PERSON	Į,	à	TOT LIVE	3	9	2	#1 HO		•••		Г	Į.	8	5	3
AND SECURE OF SLAW 1997 OF 14 AND 15	PATICAS OF PLICA.  PATICAS OF PL	AND THE COMPUTATION  AND THE TOTAL NAME AND THE COMPUTATION  AND THE TOTAL NAME AND THE COMPUTATION  AND THE TOTAL NAME AND THE	ALIAN MARKATAN MARKAT	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1			DO-GOVE O	PICITAC SI SIMI	TOPLICE	MAG	N PORCH	MOOT	WIEN DEDROCK	OK LIVAG					HT 1 AREA LFI	STRUCTION CLA		800
AND CONTROL OF THE STATE OF THE	AND CONTROL OF THE STATE OF THE	AND CLINICAL TOP OF A CANADA C	Manufacture of the state of the	RA HAVE ROOM HELD TO SEE THE S	ŧ		*25	Н		¥4	¥.	g	8	3	E S	ì			HTATICHS	ISSPICAT		
AND CONTROL OF THE STATE OF THE	AND CONTROL OF THE STATE OF THE	AND CLINICAL TOP OF A CANADA C	Manufacture of the state of the	RA HAVE ROOM HELD TO SEE THE S													ş		d Br	ğ		
A PROPERTY OF STATE O	13 Mars and 13 Mar	13 Mars and 13 Mar	13 May County 135 - 1	THE STATE OF			500								PMS+ED 6446*E01		8		ř			
THE STATE OF THE S	FAR TAX	FAR TAX	13 May County 135 - 1	THE STATE OF										W4	s-e av	á	AINH		₹		7	
A B B WAREN	F S S NABERU	A B B WAREN	E S E NAME OF	F S S S SAGE	L	1		Ц	Ш	L		Ш	8		7.5 aa	2 2	ğ	00 57.7	2000		•	
						1			L			_	-	<u>_</u>	KYB R-6, CTV	100		2	3			
S S S P PARTER			S S S S S S S S S S S S S S S S S S S	S S B Busines	l	ı	ı		П			ž	ä					1	ģ			
		·			┢	+	4	-	H	-	_				T	1		1	_	٠		

And a second sec

HORNALIS MOREINA

DATES PLEVATION

- Halipitae

BANATON NO.

(IP) TEST BOMBA (IP) SONTE PORT (IP) DATH PORT (IP) CONTROL PORT

Delay Palay Haras

SYMBOLS

MANAGE STATES

MANAGE

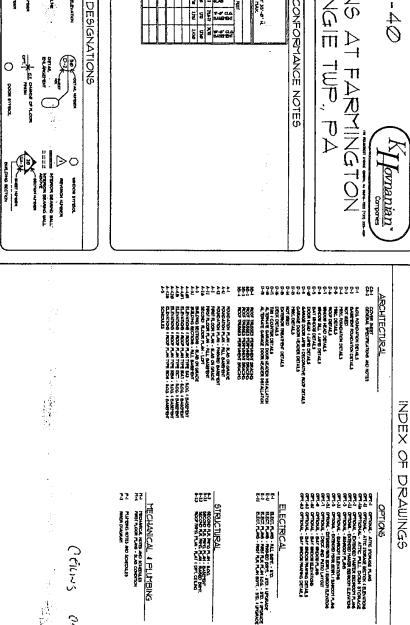
The control of the co

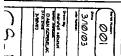
BANT EATS

TOWN EATS

ME CAN CONSTR

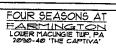
ent route
authority vreed
auth





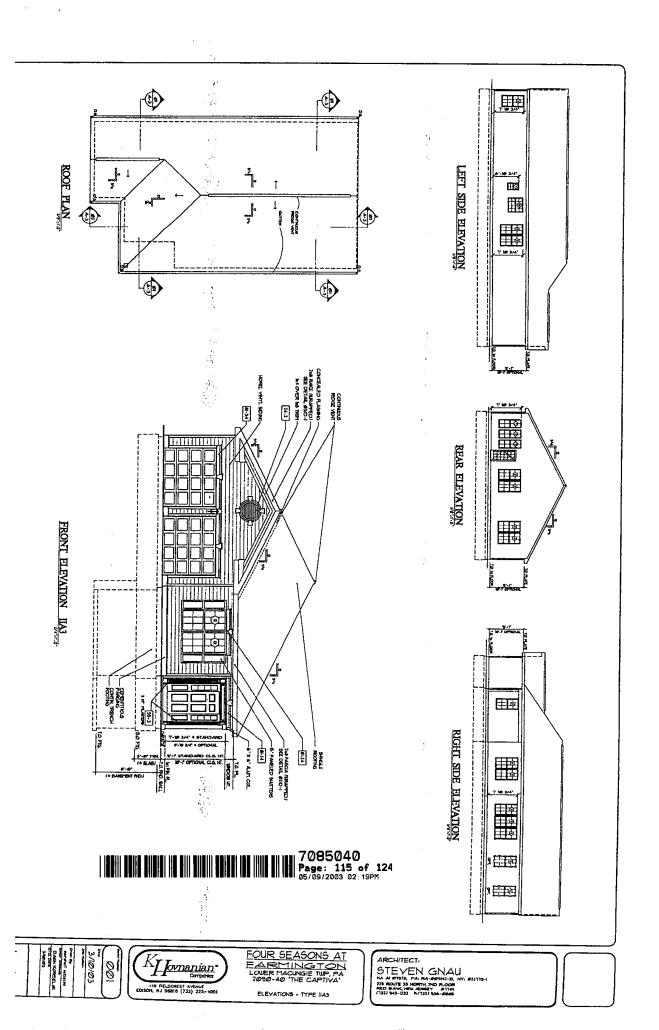


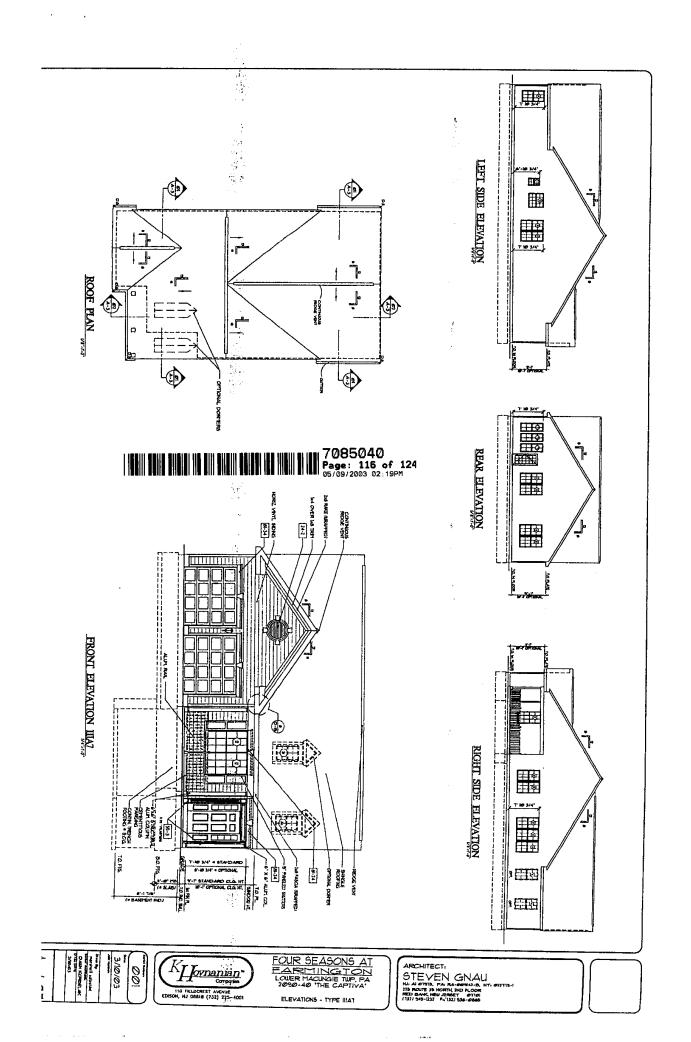
CACUAD

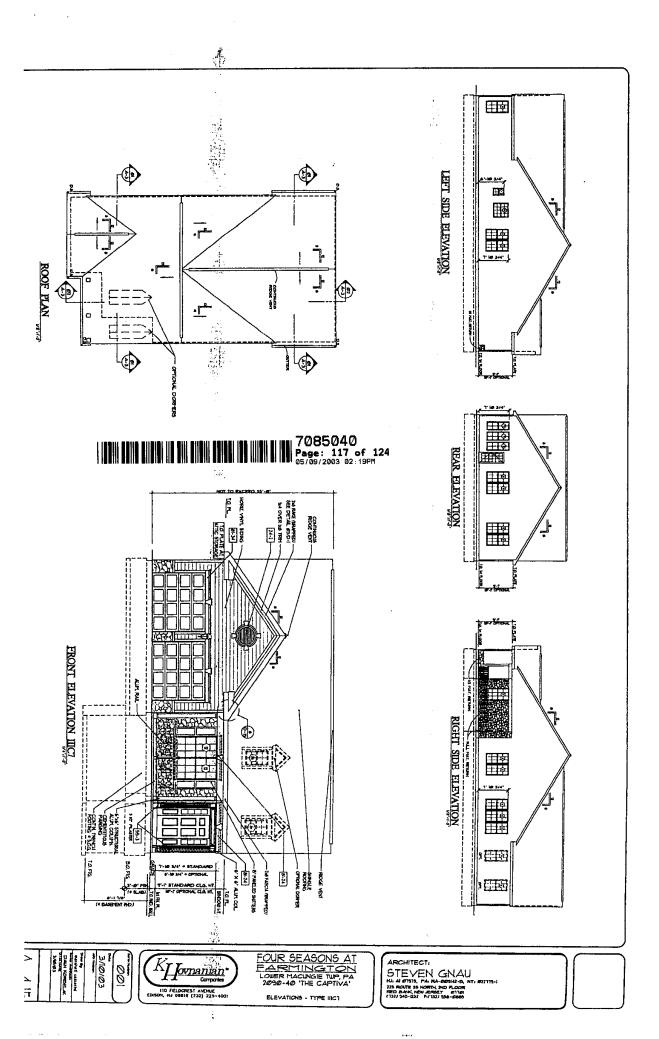


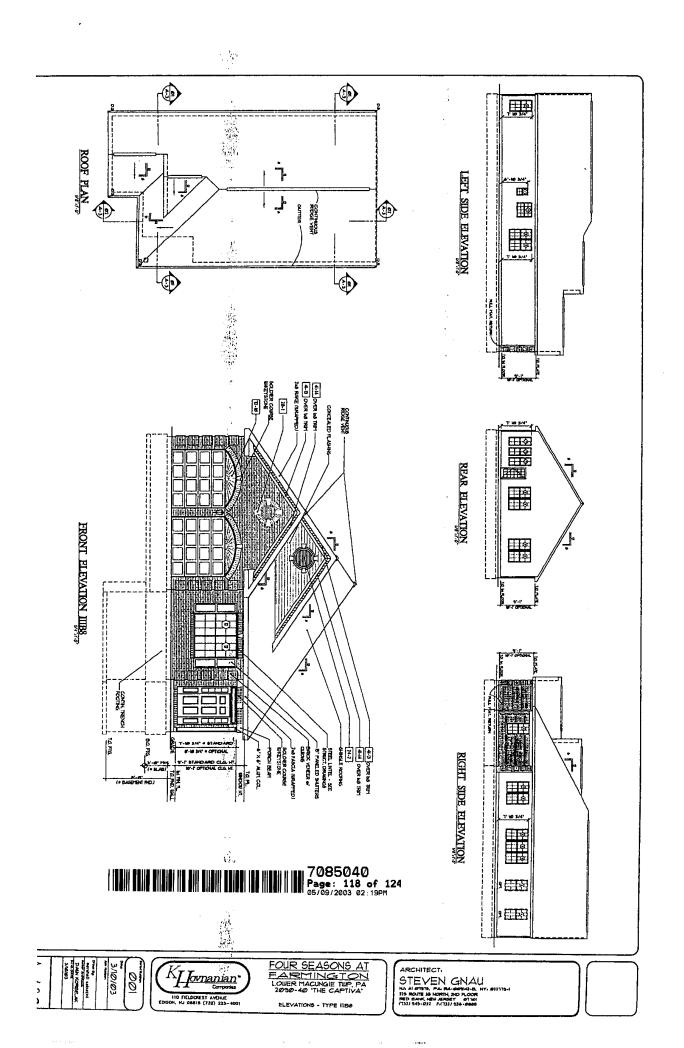


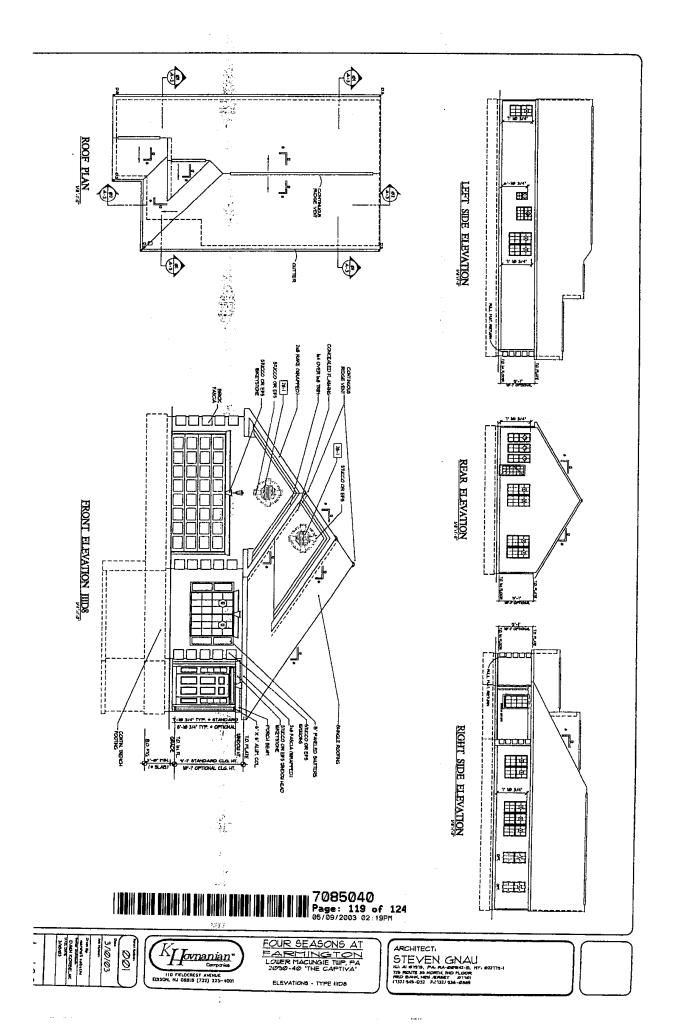
7085040 Page: 114 of 124 05/09/2003 02:19PM

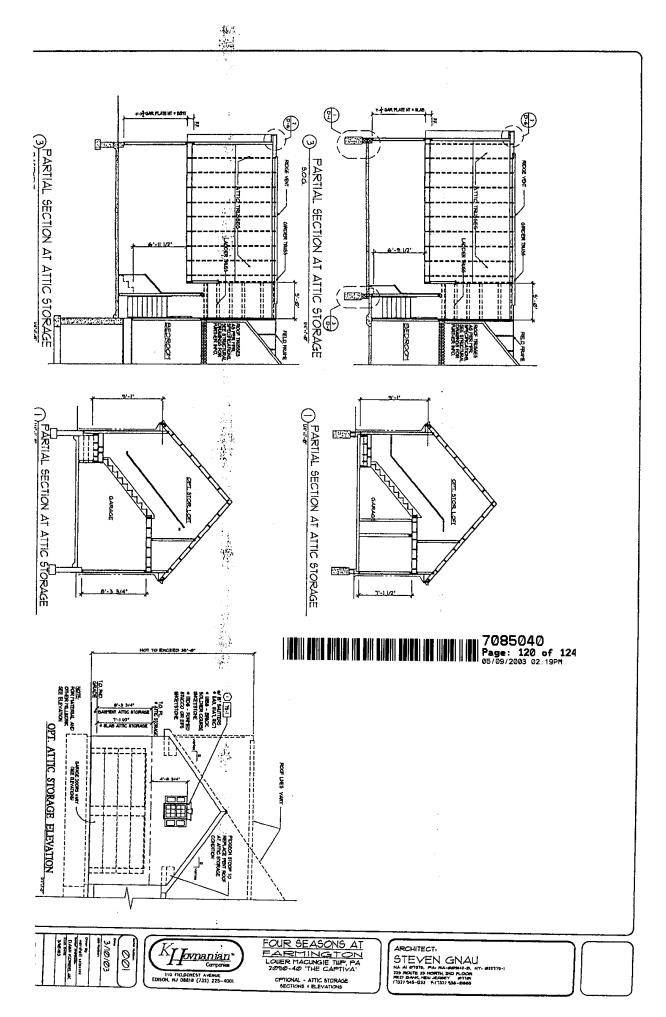


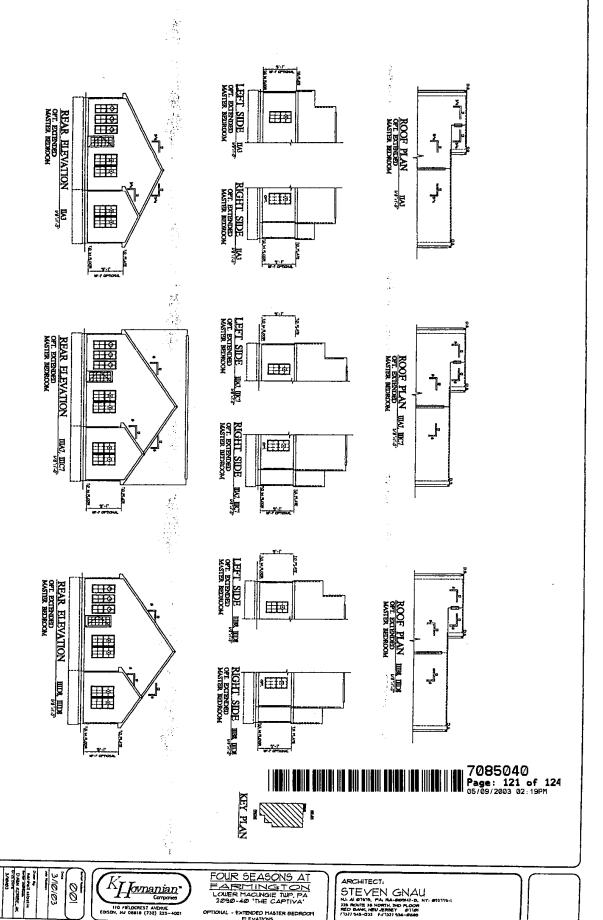








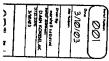




7085040 Page: 122 of 124 05/09/2003 02:19PM OPT. SUNBOOM WAY ROOF PLAN REAR ELEVATION IMPORTS SURROCKE ψ W. RIGHT SIDE INS 3 OFT. SUNROOM INJUST REAR ELEVATION
OPT. SUNROCM ROOF PLAN DAL DICT. SUNROOM 中 J RIGHT SIDE WAS DICT. шал, шст итта 3 **11** 19 LEFT SIDE III III 開 REAR ELEVATION OF T. SUNBOOM ROOF PLAN IIIR IIIDS 1 4 | ф | ф OPT. SUNICOM THE NAME OF THE SUNICOM IIDA IIDA 1 EE 6 KEY PLAN FOUR SEASONS AT EARMINGTON LOWER MACINGIE TUP, PA 2030-40 'THE CAPTIVA' 3/10/03 ARCHITECTI .

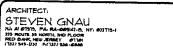
STEVEN GNAU
NI. AI 07973, PA. RA-000NJ-D. NY
275 ROUTE 89 NORTH, PIO PLOPE
PED DANK NEW ZERBEY
(132) 545-1232 F(132) 334-0000 KI Jovnanian 00

7085040
Page: 123 of 124
05/09/2003 02:19PM \_ The second secon OFT. SUNBOOM WITE REAR ELEVATION
OFF. SUNBOOM
W MASTER BENKOOM 中 RIGHT SIDE IIA M. 7 9 **111**1 E.S. CYLHEDWAT CETIN TIME OF LEFT SIDE III IICI REAR ELEVATION
OFT. SUNDOWN ROOF PLAN INC. INC. ı e RIGHT SIDE INJUST шил, шст 3 **EEE** CAMEDIAT CELM OPT. SUNROOM
W. MATER MEDICOM REAR ELEVATION
OFF. SUNBOOM
W MASTER REDUCCIO ROOF PLAN THE TIES OFT. SUNBOOM 1 MD8 MD8 RIGHT SIDE THE THE STATE OFT. SUNDOM 3 **[**] # (d) KEY PLAN









COMMONWEALTH OF PENNSYLVANIA :

SS.

COUNTY OF LEHIGH

On this, the That day of May, 2003, before me, the subscriber, a duly authorized Notary Public, personally appeared Frederick J. Jaindl, known 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 hereto set my name and official seal.

Notary Public

F:\Data\J Clients\JAINDL\K-Hovnanian\Declaration (05-09-03).doc



Notarial Seal Suzanne M. Szollosy, Notary Public South Whitehall Twp., Lehigh County My Commission Expires Nov. 25, 2006

Member, Pennsylvania Association Of Notaries



05/08/03 4:21 PM

SEARCH PARTY		EX	Т. Р	INST.NUM	BOOK L MUNICIPALITY	I.P.
REVERSE PARTY	DIR# I	ND#	INST.TYPE	RECORDED	PAGE GENERAL INFORMATION	
FOUR SEASONS AT FARMINGTON			1	7085040	1 UNSPECIFIED	124
JAINDL, FREDERICK J	1	3	DEC	May 9, 2003		
FOUR SEASONS AT FARMINGTON			D	7085041	1 L MACUNGIE TWP	1
FOUR SEASONS AT FARMINGTON	5	4	MAPC	May 9, 2003	MAP FILE CABINET - C	
FOUR SEASONS AT FARMINGTON			I	7085041	1 L MACUNGIE TWP	1
JAINDL, FREDERICK J	5	4	MAPC	May 9, 2003	MAP FILE CABINET - C	
FOUR SEASONS AT FARMINGTON			D	7085042	<ol> <li>L MACUNGIE TWP</li> </ol>	1
FOUR SEASONS AT FARMINGTON	5	4	MAPC	May 9, 2003	MAP FILE CABINET - C	
FOUR SEASONS AT FARMINGTON			I	7085042	<ol> <li>L MACUNGIE TWP</li> </ol>	1
JAINDL, FREDERICK J	5	4	MAPC	May 9, 2003	MAP FILE CABINET - C	
FOUR SEASONS AT FARMINGTON			D	7085043	<ol> <li>L MACUNGIE TWP</li> </ol>	1
FOUR SEASONS AT FARMINGTON	5	4	MAPC	May 9, 2003	MAP FILE CABINET - C	
FOUR SEASONS AT FARMINGTON			I	7085043	<ol> <li>L MACUNGIE TWP</li> </ol>	1
JAINDL, FREDERICK J	5	4	MAPC	May 9, 2003	MAP FILE CABINET - C	
FOUR SEASONS AT FARMINGTON			D	7085044	1 L MACUNGIE TWP	1
FOUR SEASONS AT FARMINGTON	5	4	MAPC	May 9, 2003	MAP FILE CABINET - C	
FOUR SEASONS AT FARMINGTON			I	7085044	<ol> <li>L MACUNGIE TWP</li> </ol>	1
JAINDL, FREDERICK J	5	4	MAPC	May 9, 2003	MAP FILE CABINET - C	
FOUR SEASONS AT FARMINGTON			D	7085045	<ol> <li>L MACUNGIE TWP</li> </ol>	1
FOUR SEASONS AT FARMINGTON	5	4	MAPC	May 9, 2003	MAP FILE CABINET - C	
FOUR SEASONS AT FARMINGTON			I	7085045	<ol> <li>L MACUNGIE TWP</li> </ol>	1
JAINDL, FREDERICK J	5	4	MAPC	May 9, 2003	MAP FILE CABINET - C	
FOUR SEASONS AT FARMINGTON			D	7085046	<ol> <li>L MACUNGIE TWP</li> </ol>	1
FOUR SEASONS AT FARMINGTON	5	4	MAPC	May 9, 2003	MAP FILE CABINET - C	
FOUR SEASONS AT FARMINGTON			I	7085046	<ol> <li>L MACUNGIE TWP</li> </ol>	1
JAINDL, FREDERICK J	5	4	MAPC	May 9, 2003	MAP FILE CABINET - C	
FOUR SEASONS AT FARMINGTON			D	7085047	<ol> <li>L MACUNGIE TWP</li> </ol>	1
FOUR SEASONS AT FARMINGTON	5	4	MAPC	May 9, 2003	MAP FILE CABINET - C	
FOUR SEASONS AT FARMINGTON			I	7085047	<ol> <li>L MACUNGIE TWP</li> </ol>	1
JAINDL, FREDERICK J	5	4	MAPC	May 9, 2003	MAP FILE CABINET - C	
FOUR SEASONS AT FARMINGTON			D	7085048	<ol> <li>L MACUNGIE TWP</li> </ol>	1
FOUR SEASONS AT FARMINGTON	5	4	MAPC	May 9, 2003	MAP FILE CABINET - C	
FOUR SEASONS AT FARMINGTON			I	7085048	<ol> <li>L MACUNGIE TWP</li> </ol>	1
JAINDL, FREDERICK J	5	4	MAPC	May 9, 2003	MAP FILE CABINET - C	
FOUR SEASONS AT FARMINGTON			D	7192168	1 UNSPECIFIED	5
FOUR SEASONS AT FARMINGTON	5	1	AM	Jun 21, 2004		
FOUR SEASONS AT FARMINGTON			I	7192168	1 UNSPECIFIED	5
K HOVNANIAN OF LOWER MACUNGIE TOWN	5	1	AM	Jun 21, 2004		
FOUR SEASONS AT FARMINGTON			D	7192179	<ol> <li>L MACUNGIE TWP</li> </ol>	1
FOUR SEASONS AT FARMINGTON	2	1	MAPC	Jun 21, 2004	MAP FILE CABINET - C	
FOUR SEASONS AT FARMINGTON			I	7192179	<ol> <li>L MACUNGIE TWP</li> </ol>	1
JAINDL, FREDERICK J	2	1	MAPC	Jun 21, 2004	MAP FILE CABINET - C	
FOUR SEASONS AT FARMINGTON			D	7192180	<ol> <li>L MACUNGIE TWP</li> </ol>	1
FOUR SEASONS AT FARMINGTON	2	1	MAPC	Jun 21, 2004	MAP FILE CABINET - C	
FOUR SEASONS AT FARMINGTON			I	7192180	<ol> <li>L MACUNGIE TWP</li> </ol>	1
JAINDL, FREDERICK J	2	1	MAPC	Jun 21, 2004	MAP FILE CABINET - C	
FOUR SEASONS AT FARMINGTON			D	7192181	<ol> <li>L MACUNGIE TWP</li> </ol>	1
FOUR SEASONS AT FARMINGTON	2	1	MAPC	Jun 21, 2004	MAP FILE CABINET - C	
FOUR SEASONS AT FARMINGTON			I	7192181	1 L MACUNGIE TWP	1
JAINDL, FREDERICK J	2	1	MAPC	Jun 21, 2004	MAP FILE CABINET - C	
FOUR SEASONS AT FARMINGTON			D	7192182	1 L MACUNGIE TWP	1
FOUR SEASONS AT FARMINGTON	2	1	MAPC	Jun 21, 2004	MAP FILE CABINET - C	
FOUR SEASONS AT FARMINGTON			I	7192182	<ol> <li>L MACUNGIE TWP</li> </ol>	1
JAINDL, FREDERICK J	2	1	MAPC	Jun 21, 2004	MAP FILE CABINET - C	
FOUR SEASONS AT FARMINGTON			D	7192183	<ol> <li>L MACUNGIE TWP</li> </ol>	1
FOUR SEASONS AT FARMINGTON	2	1	MAPC	Jun 21, 2004	MAP FILE CABINET - C	
FOUR SEASONS AT FARMINGTON	-		I	7192183	1 L MACUNGIE TWP	1
JAINDL, FREDERICK J	2	1	MAPC	Jun 21, 2004	MAP FILE CABINET - C	
FOUR SEASONS AT FARMINGTON			D	7192184	1 L MACUNGIE TWP	1
FOUR SEASONS AT FARMINGTON	2	1	MAPC	Jun 21, 2004	MAP FILE CABINET - C	
FOUR SEASONS AT FARMINGTON			!	7192184	1 L MACUNGIE TWP	1
JAINDL, FREDERICK J	2	1	MAPC	Jun 21, 2004	MAP FILE CABINET - C	
FOUR SEASONS AT FARMINGTON			D	7192185	1 L MACUNGIE TWP	1
FOUR SEASONS AT FARMINGTON	2	1	MAPC	Jun 21, 2004	MAP FILE CABINET - C	
FOUR SEASONS AT FARMINGTON			1	7192185	1 L MACUNGIE TWP	1
JAINDL, FREDERICK J	2	1	MAPC	Jun 21, 2004	MAP FILE CABINET - C	
				•		

SEARCH PARTY REVERSE PARTY	DIR#	EX <sup>-</sup> IND#	Γ. INST.T	P YPE	INST.NUM RECORDED	BOOK PAGE	L MUNICIPALITY GENERAL INFORMATION	I.P.
FOUR SEASONS AT FARMINGTON FOUR SEASONS AT FARMINGTON	2	1	MAPC	D	7192186 Jun 21, 2004		1 L MACUNGIE TWP MAP FILE CABINET - C	1
FOUR SEASONS AT FARMINGTON				I	7192186		1 L MACUNGIE TWP	1
JAINDL, FREDERICK J	2	1	MAPC		Jun 21, 2004		MAP FILE CABINET - C	
FOUR SEASONS AT FARMINGTON JAINDL, DAVID M	6	1	AM	1	7227377 Nov 9, 2004		1 UNSPECIFIED	8
FOUR SEASONS AT FARMINGTON				ı	7303936		1 UNSPECIFIED	8
JAINDL, FREDERICK J	6	1	AM	D	Nov 8, 2005		4 I MACHINGIE TWO	1
FOUR SEASONS AT FARMINGTON FOUR SEASONS AT FARMINGTON PHASE III	7	1	MAPC	D	7303937 Nov 8, 2005		1 L MACUNGIE TWP MAP FILE CABINET - C	1
FOUR SEASONS AT FARMINGTON	-			D	7303938		1 L MACUNGIE TWP	1
FOUR SEASONS AT FARMINGTON PHASE III	7	1	MAPC	D	Nov 8, 2005		MAP FILE CABINET - C	
FOUR SEASONS AT FARMINGTON FOUR SEASONS AT FARMINGTON PHASE III	7	1	MAPC	ט	7303939 Nov 8, 2005		1 L MACUNGIE TWP MAP FILE CABINET - C	1
FOUR SEASONS AT FARMINGTON				D	7303940		1 L MACUNGIE TWP	1
FOUR SEASONS AT FARMINGTON PHASE III	7	1	MAPC	D	Nov 8, 2005		MAP FILE CABINET - C	4
FOUR SEASONS AT FARMINGTON FOUR SEASONS AT FARMINGTON	1	1	AM	D	7332105 Mar 27, 2006		1 UNSPECIFIED	4
FOUR SEASONS AT FARMINGTON				I	7332105		1 UNSPECIFIED	4
FOUR SEASONS AT FARMINGTON FOUR SEASONS AT FARMINGTON	1	1	AM	1	Mar 27, 2006 7379465		1 UNSPECIFIED	12
JAINDL, DAVID M	8	1	AM	ı	Nov 13, 2006		1 UNSPECIFIED	12
FOUR SEASONS AT FARMINGTON				D	7379466		1 L MACUNGIE TWP	1
FOUR SEASONS AT FARMINGTON FOUR SEASONS AT FARMINGTON	12	1	MAPC	1	Nov 13, 2006 7379466		MAP FILE CABINET - C  1 L MACUNGIE TWP	1
JAINDL, FREDERICK J	12	1	MAPC	ı	7379466 Nov 13. 2006		MAP FILE CABINET - C	1
FOUR SEASONS AT FARMINGTON				D	7379467		1 L MACUNGIE TWP	1
FOUR SEASONS AT FARMINGTON	12	1	MAPC	1	Nov 13, 2006		MAP FILE CABINET - C	1
FOUR SEASONS AT FARMINGTON JAINDL, FREDERICK J	12	1	MAPC	1	7379467 Nov 13, 2006		1 L MACUNGIE TWP MAP FILE CABINET - C	1
FOUR SEASONS AT FARMINGTON				D	7379468		1 L MACUNGIE TWP	1
FOUR SEASONS AT FARMINGTON	12	1	MAPC		Nov 13, 2006		MAP FILE CABINET - C	
FOUR SEASONS AT FARMINGTON JAINDL, FREDERICK J	12	1	MAPC	1	7379468 Nov 13, 2006		1 L MACUNGIE TWP MAP FILE CABINET - C	1
FOUR SEASONS AT FARMINGTON				D	7379469		1 L MACUNGIE TWP	1
FOUR SEASONS AT FARMINGTON FOUR SEASONS AT FARMINGTON	12	1	MAPC		Nov 13, 2006 7379469		MAP FILE CABINET - C  1 L MACUNGIE TWP	1
JAINDL, FREDERICK J	12	1	MAPC	ı	Nov 13, 2006		MAP FILE CABINET - C	1
FOUR SEASONS AT FARMINGTON				D	7379470		1 L MACUNGIE TWP	1
FOUR SEASONS AT FARMINGTON FOUR SEASONS AT FARMINGTON	12	1	MAPC	1	Nov 13, 2006 7379470		MAP FILE CABINET - C  1 L MACUNGIE TWP	1
JAINDL, FREDERICK J	12	1	MAPC	ı	Nov 13, 2006		MAP FILE CABINET - C	1
FOUR SEASONS AT FARMINGTON				D	7379471		1 L MACUNGIE TWP	1
FOUR SEASONS AT FARMINGTON	12	1	MAPC	1	Nov 13, 2006		MAP FILE CABINET - C	1
FOUR SEASONS AT FARMINGTON JAINDL, FREDERICK J	12	1	MAPC	ı	7379471 Nov 13, 2006		1 L MACUNGIE TWP MAP FILE CABINET - C	1
FOUR SEASONS AT FARMINGTON				D	7379472		1 L MACUNGIE TWP	1
FOUR SEASONS AT FARMINGTON FOUR SEASONS AT FARMINGTON	12	1	MAPC		Nov 13, 2006 7379472		MAP FILE CABINET - C  1 L MACUNGIE TWP	1
JAINDL, FREDERICK J	12	1	MAPC	'	Nov 13, 2006		MAP FILE CABINET - C	Į.
FOUR SEASONS AT FARMINGTON				D	7379473		1 L MACUNGIE TWP	1
FOUR SEASONS AT FARMINGTON FOUR SEASONS AT FARMINGTON	12	1	MAPC	1	Nov 13, 2006 7379473		MAP FILE CABINET - C  1 L MACUNGIE TWP	
JAINDL, FREDERICK J	12	1	MAPC	'	Nov 13, 2006		MAP FILE CABINET - C	ı
FOUR SEASONS AT FARMINGTON				D	7379474		1 L MACUNGIE TWP	1
FOUR SEASONS AT FARMINGTON FOUR SEASONS AT FARMINGTON	12	1	MAPC	_	Nov 13, 2006 7379474		MAP FILE CABINET - C  1 L MACUNGIE TWP	1
JAINDL, FREDERICK J	12	1	MAPC	'	Nov 13, 2006		MAP FILE CABINET - C	ı
FOUR SEASONS AT FARMINGTON				D	7379475		1 L MACUNGIE TWP	1
FOUR SEASONS AT FARMINGTON FOUR SEASONS AT FARMINGTON	12	1	MAPC	1	Nov 13, 2006 7379475		MAP FILE CABINET - C  1 L MACUNGIE TWP	1
JAINDL, FREDERICK J	12	1	MAPC	'	Nov 13, 2006		MAP FILE CABINET - C	I
FOUR SEASONS AT FARMINGTON				D	7379476		1 L MACUNGIE TWP	1
FOUR SEASONS AT FARMINGTON FOUR SEASONS AT FARMINGTON	12	1	MAPC	1	Nov 13, 2006 7379476		MAP FILE CABINET - C  1 L MACUNGIE TWP	
JAINDL, FREDERICK J	12	1	MAPC	'	Nov 13, 2006		MAP FILE CABINET - C	I

SEARCH PARTY REVERSE PARTY	DIR#	EX <sup>-</sup>	Γ. P INST.TYPE	INST.NUM RECORDED	BOOK L MUNICIPALITY PAGE GENERAL INFORMATION	I.P.
FOUR SEASONS AT FARMINGTON			D	7379477	1 L MACUNGIE TWP	1
FOUR SEASONS AT FARMINGTON	12	1	MAPC	Nov 13, 2006	MAP FILE CABINET - C	•
FOUR SEASONS AT FARMINGTON			I	7379477	1 L MACUNGIE TWP	1
JAINDL, FREDERICK J	12	1	MAPC	Nov 13, 2006	MAP FILE CABINET - C	
FOUR SEASONS AT FARMINGTON			D	7379478	1 L MACUNGIE TWP	1
FOUR SEASONS AT FARMINGTON	16	1	MAPC	Nov 13, 2006	MAP FILE CABINET - C	
FOUR SEASONS AT FARMINGTON	40		I I	7379478	1 L MACUNGIE TWP	1
JAINDL, FREDERICK J FOUR SEASONS AT FARMINGTON	16	1	MAPC D	Nov 13, 2006 7379479	MAP FILE CABINET - C  1 L MACUNGIE TWP	1
FOUR SEASONS AT FARMINGTON FOUR SEASONS AT FARMINGTON	16	1	MAPC	Nov 13, 2006	MAP FILE CABINET - C	ļ
FOUR SEASONS AT FARMINGTON	10	<u>'</u>	IVIAFO	7379479	1 L MACUNGIE TWP	1
JAINDL, FREDERICK J	16	1	MAPC	Nov 13, 2006	MAP FILE CABINET - C	
FOUR SEASONS AT FARMINGTON			D	7379480	1 L MACUNGIE TWP	1
FOUR SEASONS AT FARMINGTON	16	1	MAPC	Nov 13, 2006	MAP FILE CABINET - C	
FOUR SEASONS AT FARMINGTON			I	7379480	1 L MACUNGIE TWP	1
JAINDL, FREDERICK J	16	1	MAPC	Nov 13, 2006	MAP FILE CABINET - C	
FOUR SEASONS AT FARMINGTON			D	7379481	<ol> <li>L MACUNGIE TWP</li> </ol>	1
FOUR SEASONS AT FARMINGTON	16	1	MAPC	Nov 13, 2006	MAP FILE CABINET - C	
FOUR SEASONS AT FARMINGTON	40		I	7379481	1 L MACUNGIE TWP	1
JAINDL, FREDERICK J	16	1	MAPC	Nov 13, 2006	MAP FILE CABINET - C	
FOUR SEASONS AT FARMINGTON	16	4	D MAPC	7379482	1 L MACUNGIE TWP	1
FOUR SEASONS AT FARMINGTON FOUR SEASONS AT FARMINGTON	16	1	IVIAPO	Nov 13, 2006 7379482	MAP FILE CABINET - C  1 L MACUNGIE TWP	1
JAINDL, FREDERICK J	16	1	MAPC	Nov 13, 2006	MAP FILE CABINET - C	Į
FOUR SEASONS AT FARMINGTON	10		D	7379483	1 L MACUNGIE TWP	1
FOUR SEASONS AT FARMINGTON	16	1	MAPC	Nov 13, 2006	MAP FILE CABINET - C	'
FOUR SEASONS AT FARMINGTON		<u> </u>	I	7379483	1 L MACUNGIE TWP	1
JAINDL, FREDERICK J	16	1	MAPC	Nov 13, 2006	MAP FILE CABINET - C	•
FOUR SEASONS AT FARMINGTON			D	7379484	1 L MACUNGIE TWP	1
FOUR SEASONS AT FARMINGTON	16	1	MAPC	Nov 13, 2006	MAP FILE CABINET - C	
FOUR SEASONS AT FARMINGTON			1	7379484	<ol> <li>L MACUNGIE TWP</li> </ol>	1
JAINDL, FREDERICK J	16	1	MAPC	Nov 13, 2006	MAP FILE CABINET - C	
FOUR SEASONS AT FARMINGTON			D	7379485	1 L MACUNGIE TWP	1
FOUR SEASONS AT FARMINGTON	12	1	MAPC	Nov 13, 2006	MAP FILE CABINET - C	
FOUR SEASONS AT FARMINGTON	10	4	MADC	7379485	1 L MACUNGIE TWP	1
JAINDL, FREDERICK J FOUR SEASONS AT FARMINGTON	12	1	MAPC D	Nov 13, 2006 7379486	MAP FILE CABINET - C  1 L MACUNGIE TWP	1
FOUR SEASONS AT FARMINGTON	12	1	MAPC	Nov 13, 2006	MAP FILE CABINET - C	1
FOUR SEASONS AT FARMINGTON	12		I I	7379486	1 L MACUNGIE TWP	
JAINDL, FREDERICK J	12	1	MAPC	Nov 13, 2006	MAP FILE CABINET - C	
FOUR SEASONS AT FARMINGTON			D	7379487	1 L MACUNGIE TWP	1
FOUR SEASONS AT FARMINGTON	12	1	MAPC	Nov 13, 2006	MAP FILE CABINET - C	
FOUR SEASONS AT FARMINGTON			ı	7379487	1 L MACUNGIE TWP	1
JAINDL, FREDERICK J	12	1	MAPC	Nov 13, 2006	MAP FILE CABINET - C	
FOUR SEASONS AT FARMINGTON			D	7379488	<ol> <li>L MACUNGIE TWP</li> </ol>	1
FOUR SEASONS AT FARMINGTON	12	1	MAPC	Nov 13, 2006	MAP FILE CABINET - C	
FOUR SEASONS AT FARMINGTON	40		I AAABO	7379488	1 L MACUNGIE TWP	1
JAINDL, FREDERICK J	12	1	MAPC D	Nov 13, 2006	MAP FILE CABINET - C	1
FOUR SEASONS AT FARMINGTON A CONDON FOUR SEASONS AT FARMINGTON A CONDO	/IINIUM 7	1	MAPC	7227378 Nov 9, 2004	1 L MACUNGIE TWP MAP FILE CABINET - C	
FOUR SEASONS AT FARMINGTON A CONDON			I	7227378	1 L MACUNGIE TWP	1
JAINDL, FREDERICK J	7	1	MAPC	Nov 9, 2004	MAP FILE CABINET - C	ı
FOUR SEASONS AT FARMINGTON A CONDON		<u> </u>	D	7227379	1 L MACUNGIE TWP	1
FOUR SEASONS AT FARMINGTON A CONDO	7	1	MAPC	Nov 9, 2004	MAP FILE CABINET - C	•
FOUR SEASONS AT FARMINGTON A CONDON	MUININ		I	7227379	1 L MACUNGIE TWP	1
JAINDL, FREDERICK J	7	1	MAPC	Nov 9, 2004	MAP FILE CABINET - C	
FOUR SEASONS AT FARMINGTON A CONDON	MUININ		D	7227380	<ol> <li>L MACUNGIE TWP</li> </ol>	1
FOUR SEASONS AT FARMINGTON A CONDO	7	1	MAPC	Nov 9, 2004	MAP FILE CABINET - C	
FOUR SEASONS AT FARMINGTON A CONDON	MUININ			7227380	1 L MACUNGIE TWP	1
JAINDL, FREDERICK J	7	1	MAPC	Nov 9, 2004	MAP FILE CABINET - C	
FOUR SEASONS AT FARMINGTON A CONDO		4	D	7227381	1 L MACUNGIE TWP	1
FOUR SEASONS AT FARMINGTON A CONDO FOUR SEASONS AT FARMINGTON A CONDON	7 ////////////////////////////////////	1	MAPC I	Nov 9, 2004 7227381	MAP FILE CABINET - C  1 L MACUNGIE TWP	
JAINDL, FREDERICK J	IIINIUM 7	1	MAPC	Nov 9, 2004	MAP FILE CABINET - C	į
FOUR SEASONS AT FARMINGTON A CONDON			D	7227382	1 L MACUNGIE TWP	1
FOUR SEASONS AT FARMINGTON A CONDO	7	1	MAPC	Nov 9, 2004	MAP FILE CABINET - C	
	-		-	-,		

SEARCH PARTY		EX	т.	Р	INST.NUM	BOOK L MUNICIPALITY	I.P.
REVERSE PARTY	DIR#	IND#	INST.T	YPE	RECORDED	PAGE GENERAL INFORMATION	
FOUR SEASONS AT FARMINGTON A CONDO	MINIUM			ı	7227382	1 L MACUNGIE TWP	1
JAINDL, FREDERICK J	7	1	MAPC		Nov 9, 2004	MAP FILE CABINET - C	
FOUR SEASONS AT FARMINGTON A CONDO	MINIUM			D	7227383	1 L MACUNGIE TWP	1
FOUR SEASONS AT FARMINGTON A CONDO	7	1	MAPC		Nov 9, 2004	MAP FILE CABINET - C	
FOUR SEASONS AT FARMINGTON A CONDO	MINIUM			1	7227383	<ol> <li>L MACUNGIE TWP</li> </ol>	1
JAINDL, FREDERICK J	7	1	MAPC		Nov 9, 2004	MAP FILE CABINET - C	
FOUR SEASONS AT FARMINGTON A CONDO				D	7227384	<ol> <li>L MACUNGIE TWP</li> </ol>	1
FOUR SEASONS AT FARMINGTON A CONDO	7	1	MAPC		Nov 9, 2004	MAP FILE CABINET - C	
FOUR SEASONS AT FARMINGTON A CONDO				ı	7227384	1 L MACUNGIE TWP	1
JAINDL, FREDERICK J	7	1	MAPC		Nov 9, 2004	MAP FILE CABINET - C	
FOUR SEASONS AT FARMINGTON A CONDO				D	7227385	1 L MACUNGIE TWP	1
FOUR SEASONS AT FARMINGTON A CONDO	7	1	MAPC		Nov 9, 2004	MAP FILE CABINET - C	
FOUR SEASONS AT FARMINGTON A CONDO			14400	I	7227385	1 L MACUNGIE TWP	1
JAINDL, FREDERICK J	7	1	MAPC		Nov 9, 2004	MAP FILE CABINET - C	
FOUR SEASONS AT FARMINGTON PHASE III	7	1	MAPC	I	7303937	1 L MACUNGIE TWP	1
JAINDL, FREDERICK J	7	1	MAPC		Nov 8, 2005	MAP FILE CABINET - C	
FOUR SEASONS AT FARMINGTON PHASE III	7	1	MAPC	1	7303938	1 L MACUNGIE TWP	1
JAINDL, FREDERICK J	/	l l	WAPC	_	Nov 8, 2005 7303939	MAP FILE CABINET - C	1
FOUR SEASONS AT FARMINGTON PHASE III	7	4	MAPC	I		1 L MACUNGIE TWP	1
JAINDL, FREDERICK J	/	1	WAPC	_	Nov 8, 2005	MAP FILE CABINET - C	
FOUR SEASONS AT FARMINGTON PHASE III	7	4	MAPC	1	7303940 Nov 8. 2005	1 L MACUNGIE TWP MAP FILE CABINET - C	1
JAINDL, FREDERICK J	7	1	MAPC	_	-,		
FOUR SEASONS AT FARMINGTON PHASE III	7	1	MAPC	D	7303941	1 L MACUNGIE TWP	1
FOUR SEASONS AT FARMINGTON PHASE III	7	1	MAPC		Nov 8, 2005	MAP FILE CABINET - C	
FOUR SEASONS AT FARMINGTON PHASE III	7	4	MADO	I	7303941	1 L MACUNGIE TWP	1
JAINDL, FREDERICK J	7	1	MAPC	_	Nov 8, 2005	MAP FILE CABINET - C	
FOUR SEASONS AT FARMINGTON PHASE III	7	4	MADO	D	7303942	1 L MACUNGIE TWP	1
FOUR SEASONS AT FARMINGTON PHASE III	7	1	MAPC		Nov 8, 2005	MAP FILE CABINET - C	
FOUR SEASONS AT FARMINGTON PHASE III	7	4	MADO	I	7303942	1 L MACUNGIE TWP	1
JAINDL, FREDERICK J	7	1	MAPC	_	Nov 8, 2005	MAP FILE CABINET - C	
FOUR SEASONS AT FARMINGTON PHASE III	7	4	MADO	D	7303943	1 L MACUNGIE TWP	1
FOUR SEASONS AT FARMINGTON PHASE III	7	1	MAPC	_	Nov 8, 2005	MAP FILE CABINET - C	
FOUR SEASONS AT FARMINGTON PHASE III	-		14400	ı	7303943	1 L MACUNGIE TWP	1
JAINDL, FREDERICK J	7	1	MAPC	_	Nov 8, 2005	MAP FILE CABINET - C	
FOUR SEASONS AT FARMINGTON PHASE III	7	4	MADO	D	7303944	1 L MACUNGIE TWP	1
FOUR SEASONS AT FARMINGTON PHASE III	7	1	MAPC	_	Nov 8, 2005	MAP FILE CABINET - C	
FOUR SEASONS AT FARMINGTON PHASE III	7	4	MADO	1	7303944	1 L MACUNGIE TWP	1
JAINDL, FREDERICK J	7	1	MAPC	_	Nov 8, 2005	MAP FILE CABINET - C	1
FOUR SEASONS AT FRAMINGTON	16	4	MAPC	D	7379478	1 L MACUNGIE TWP	1
FOUR SEASONS AT FARMINGTON	16	1	IVIAPC	_	Nov 13, 2006	MAP FILE CABINET - C	
FOUR SEASONS AT FRAMINGTON	16	4	MADO	D	7379479	1 L MACUNGIE TWP	1
FOUR SEASONS AT FARMINGTON	16	1	MAPC		Nov 13, 2006	MAP FILE CABINET - C	
FOUR SEASONS AT FRAMINGTON	40	4	MADO	D	7379480	1 L MACUNGIE TWP	1
FOUR SEASONS AT FARMINGTON	16	1	MAPC	_	Nov 13, 2006	MAP FILE CABINET - C	
FOUR SEASONS AT FRAMINGTON	46	4	MADO	D	7379481	1 L MACUNGIE TWP	1
FOUR SEASONS AT FARMINGTON	16	1	MAPC		Nov 13, 2006	MAP FILE CABINET - C	
FOUR SEASONS AT FRAMINGTON	46	4	MADO	D	7379482	1 L MACUNGIE TWP	1
FOUR SEASONS AT FRAMINGTON	16	1	MAPC		Nov 13, 2006	MAP FILE CABINET - C	
FOUR SEASONS AT FRAMINGTON	46	4	MADO	D	7379483	1 L MACUNGIE TWP	1
FOUR SEASONS AT FRAMINGTON	16	1	MAPC		Nov 13, 2006	MAP FILE CABINET - C	
FOUR SEASONS AT FRAMINGTON	40	4	MADO	D	7379484	1 L MACUNGIE TWP	1
FOUR SEASONS AT FARMINGTON	16	1	MAPC		Nov 13, 2006	MAP FILE CABINET - C	
U							

U NO UNVERIFIED INSTRUMENTS FOUND



### FIRST AMENDMENT TO DECLARATION FOR FOUR SEASONS AT FARMINGTON, A CONDOMINIUM

THIS FIRST AMENDMENT TO DECLARATION is made this \_/8 June, 2004, by Four Seasons at Farmington Condominium Association ("Association").

WHEREAS, Frederick J. Jaindl, as the declarant under the Pennsylvania Uniform Condominium Act, 68 Pa. C.S.A. §3101 et seq. (the "Condominium Act") created Four Seasons at Farmington, a Condominium (the "Condominium") by the execution and recording in the records of the Office of the Recorder of Deeds in and for Lehigh County, Pennsylvania, a Declaration dated May 9, 2003, and recorded on May 9, 2003 at Document ID No. 7085040 (the "Declaration"); and

WHEREAS, K. Hovnanian of Lower Macungie Township II, LLC ("KHLM") is the owner of Units I – 25 through I – 35 by deed recorded in the Office of the Recorder of Deeds in and for Lehigh County, Pennsylvania at Document ID No. 7087052 (the "Deed"); and

WHEREAS, KHLM has requested that the Association amend the Declaration to permit the modification of the Condominium to change Units I - 25 through I - 35 into Units I - 25 through I - 34, thereby eliminating Unit I - 35; and

WHEREAS, KHLM is also the owner of Units I - 6, 7, 11, 49, 50, 59, and 60, as evidenced by the Deed; and

WHEREAS, KHLM has requested that the Association amend the Declaration to reflect modifications to the size of Units I - 6, 7, 11, 49, 50, 59, and 60 based upon the additions of decks, patios and/or retaining walls that have been or will be constructed by KHLM for the Homes to be or that are built within those Units; and

WHEREAS, KHLM is the sole owner of all of the Units in the Condominium at this time.

NOW, THEREFORE, in reliance upon the express authorization and consent of KHLM as documented by its Unanimous Consent attached hereto, the Declaration is hereby amended as follows:

- For the purpose of this First Amendment only, the restriction stated in Paragraph 5.19 of the Declaration against conversion of Units into Common Elements is removed. From and after this First Amendment, such restriction shall continue in full force and effect.
- Units I 25 through I 35 and the Common Elements between such Units 2. are redefined as shown on the Amended Plats (defined below).

This Document Recorded 06/21/2004

ded Doc Id: 7192168 Receipt 8: 141399 Rec Fee: 20.50 Lehigh County, PR Recorder of Deeds Offi

Page: 1 of 5

First Amendment to Declaration
Four Seasons at Farmington, a Condominium

- a. Those portions of Units I 25 through I 35 in the Plats that now correspond to Common Elements in the Amended Plats are hereby converted into Common Elements.
- b. Those portions of the Common Elements in the Plats that now correspond to Units I 25 through I 34 in the Amended Plats are transferred to KHLM to be part of such Units, respectively. KHLM shall document such transfer as required by the Condominium Act.
  - c. Unit I 35 is deleted from the Condominium
- 3. The Units as defined in the Amended Plats constitute, together with their Common Element interests, sixty-four (64) separate parcels of real property.
- 4. The Percentage Interest of each Unit, set forth in Exhibit G to the Declaration, is redefined as follows:

### PHASE I

<u>Unit Number</u>	<u>Undivided Percent Interest</u> in Common Elements	<u>Undivided Percent Share of</u> <u>Common Expenses</u>
I-1 through I-34, I-36		
through I-65	1.5625%	1.5625%

# PERCENTAGE INTEREST IN COMMON ELEMENTS AND PERCENTAGE SHARE OF COMMON EXPENSES AS PHASES ARE ADDED TO CONDOMINIUM

#### FOUR SEASONS AT FARMINGTON

Phase(s)	Number of Units	Undivided Percent Interest in Common Elements Per Unit	Undivided Percent Share of Common Expense Per Unit
I	64	1.5625%	1.5625%
I-II	129	0.7752%	0.7752%
I-III	192	0.5209%	0.5209%
I-IV	259	0.3861%	0.3861%

Fax Server

First Amendment to Declaration
Four Seasons at Farmington, a Condominium

- 5. Units I 6, 7, 11, 49, 50, 59, and 60 are redefined as shown in the Amended Plats. Those portions of the Common Elements in the Plats that now correspond to Units I 6, 7, 11, 49, 50, 59, and 60 in the Amended Plats are transferred to KHLM to be part of such Units, respectively. KHLM shall document such transfer as required by the Condominium Act.
- 6. The revised plats for the Condominium, recorded in connection with and immediately after this First Amendment in the Office of the Recorder of Deeds in and for Lehigh County, Pennsylvania on June 21, 2004 at Document ID Nos. 7192179 through 71921810 ("Amended Plats"), hereby document the foregoing amendments and replace the corresponding portions of the Plats.
- 7. All easements granted in the Units and/or the Common Elements by the Declaration shall apply from and after the date of this First Amendment to the Units and Common Elements as amended. Likewise, all other provisions of the Declaration connected with the Units and/or Common Elements are so modified.
- 8. The definitions utilized in the Declaration shall apply herein unless clearly indicated to the contrary in this First Amendment.
- The remaining terms and conditions of the Declaration shall remain and continue in full force and effect unchanged by this First Amendment.
- 10. This First Amendment shall be void unless recorded in the Office of the Recorder of Deeds in and for Lehigh County, Pennsylvania on or before June 21, 2004.
- 11. The Surveyor's Certification on the Amended Plats refers to the Estate of Frederick J. Jaindl, a/k/a/ Fred J. Jaindl, a/k/a Fred Jaindl, and the Estate's Co-Executors. Neither the Estate nor the Co-Executors have had any involvement in this First Amendment or the Amended Plats.

[Signature Page Follows]

4/052 Fax Server GMT 3/18/2016 8:18:38 PM PAGE

First Amendment to Declaration Four Seasons at Farmington, a Condominium

IN WITNESS WHEREOF, the Association, intending to be legally bound hereby, has caused this First Amendment to be executed the day and year first above written.

**ATTEST** 

Four Seasons at Farmington Condominium Association

COMMONWEALTH OF PENNSYLVANIA

**COUNTY OF LEHICH** 

On this, the  $\frac{18^{+6}}{}$  day of June, 2004, before me, the subscriber, a duly authorized Notary Public, personally appeared **David M. Jaindl**, known to me (or satisfactorily proven) to be the person who signed his name to the within instrument, and who acknowledged himself to be the President of Four Seasons at Farmington Condominium Association, and that he signed the foregoing instrument on behalf of said company, being authorized to do so, for the purpose therein contained.

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

My Commission Expires:

K-Hownerian/Condo Docs/FIRST AMENDMENT TO DECLARATION v2.doc

First Amendment to Declaration
Four Seasons at Farmington, a Condominium

### **UNANIMOUS CONSENT**

K. Hovnanian of Lower Macungie Township II, LLC, a Pennsylvania limited liability company ("KHLM"), hereby represents, warrants, and covenants that it is the sole owner of the Units as defined in the Declaration and depicted on the Plats, and that KHLM has not mortgaged or otherwise encumbered such interest since KHLM's acquisition of it. KHLM consents to the accompanying First Amendment to Declaration for Four Seasons at Farmington, a Condominium, and the Amended Plats with the intention that the Units and Common Elements and provisions of the Declaration and the Plats be so amended.

WITNESS:

K. Hovnanian of Lower Macungie Township II, LLC

By: All Hovershian Co. of Penns Wania, Inc.

Title: Managing Member Name: John J. Mahoney Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA

: SS.

**COUNTY OF LEHIGH** 

istons expires:

On this, the Assistant Secretary of K. Hovnanian of Lower Macungie Township II, LLC and that he as such Assistant Secretary, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as Assistant Secretary.

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

Notary Pu

ary Public

Notarial Seal Suzanne M. Szollosy, Notary Public South Whitehall Twp., Lehigh County My Commission Expires Nov. 25, 2006

Member, Pennsylvania Association Of Notario

Zatorlaw 4400 walbert Ave Allewlown PA 18104

### SECOND AMENDMENT TO DECLARATION FOR FOUR SEASONS AT FARMINGTON, A CONDOMINIUM

THIS SECOND AMENDMENT TO DECLARATION ("Second Amendment") is made this 9th day of November, 2004, by David M. Jaindl, Mark W. Jaindl, and John F. Lisicky, Co-Executors of the Estate of Frederick J. Jaindl a/k/a Fred J. Jaindl a/k/a Fred Jaindl. Deceased (the "Declarant").

WHEREAS, Frederick J. Jaindl ("Jaindl"), as the declarant under the Pennsylvania Uniform Condominium Act, 68 Pa. C.S.A. §3101 et seq. (the "Condominium Act") created Four Seasons at Farmington, a Condominium (the "Condominium") by the execution and recording in the records of the Office of the Recorder of Deeds in and for Lehigh County, Pennsylvania, a Declaration dated May 9, 2003, and recorded on May 9, 2003 at Document I.D. No. 7085040 (the "Declaration");

WHEREAS, Jaindl submitted to the provisions of the Condominium Act certain real estate described in Exhibit "B" to the Declaration and, reserved an option in Paragraph 13.00 of the Declaration to add to the Condominium all or any portion of the additional real estate described in Exhibit "F" to the Declaration, without the consent of any unit owner or holder of any mortgage on any unit:

WHEREAS, Jaindl departed this life on March 29, 2004;

WHEREAS, Letters Testamentary were granted to David M. Jaindl, Mark W. Jaindl, and John F. Lisicky, Co-Executors on April 5, 2004 by the Register of Wills of Lehigh County. Pennsylvania, Register of Wills File No. 2004-0501; and

WHEREAS, the Declarant now desires to add to the Condominium that portion of the additional real estate which is described in Exhibit "C" to the Declaration and is repeated here in the attached Exhibit "C-1" (the "First Addition to Condominium").

NOW, THEREFORE, pursuant to the provisions of Paragraph 13.00 of the Declaration and of Section 3211 of the Condominium Act, Declarant hereby submits to the provisions of the Act the First Addition to Condominium, including all easements, rights and appurtenances thereunto belonging and the improvements or rights that are to be erected thereon, and declares that the same shall be and constitute a part of the Condominium and of the Property. Declarant further declares, pursuant to Section 3211 of the Condominium Act, that the Declaration is hereby amended as follows:

Plats. The term "Plats" as defined in the First Recital of the Declaration shall henceforth mean:

Doc Id: 7227377 Receipt #: 166649 Rec Fee: 30.00 Lehigh County, PA Records



EXHIBIT "C-1"



LEHIGH COUNTY
LOWER MACUNGIE TOWNSHIP
THE VILLAGE OF FARMINGTON - RESIDENTIAL CONDOMINIUM DEVELOPMENT
DESCRIPTION OF PHASE II
PAGE 1 OF 2

## I. Location:

Located in Lower Macungie Township, Lehigh County, Pennsylvania.

# II. Source of Title:

A portion of the land acquired via Sheriff's Deed Act of 1905 by Frederick J. Jaindl, shown as Parcel 2 in the Deed from Ronald W. Rossi, Sheriff of the County of Lehigh, entered March 22, 1995 and recorded in the Recorder of Deeds Office in Deed Book Volume 1541, at Page 1143 through Page 1147. And also being a part of Lot 1 of the Farmington Hills III Subdivision as recorded in Map Book Volume 39 Pages 62-70.

# III. Referenced Plan:

A.) This phase was established by the plans entitled:

Revised / Final Land Development Plans for The Village of Farmington – Residential Condominium Development prepared by: The Newton Engineering Group, P.C., dated November 24, 1999, last revised December 23, 2002.

## IV. Description:



Being more fully bounded and described as follows, to wit:

Beginning at a concrete monument to be set on the southeastern most property corner for Lot # 92 of the Farmington Hills - Phase III Subdivision:

- 1. Along Lots # 111-92, #111-93, and a portion of lot # 111-94 of the Farmington Hills Phase III Subdivision, North 49°39'29" West 275.07 ft. to a concrete monument to be set;
- 2. Along a portion of lot #111-94, and along lot #111-95, and along lots #111-2 through #111-13, and along a portion of lot #111-14 of the Farmington Hills Phase III Subdivision, North 40°18'36 West 1348.34 ft. to a point.
- 3. Along Phase I of the Village of Farmington Subdivision, the following five (5) courses and distances, VIZ:
  - 1. North 49°41'24" East 131.00 ft. to a point;
  - 2. South 40°18'36" East 41.99 ft to a point;

**LEHIGH COUNTY** LOWER MACUNGIE TOWNSHIP THE VILLAGE OF FARMINGTON - RESIDENTIAL CONDOMINIUM DEVELOPMENT PAGE 2 OF 2

- 3. North 49°41'24" East 66.69 ft. to a point;
- 4. North 40°18'36" West 177.50' to a point;
- 5. North 49°41'24" East 286.43' to a point;
- 4. Along Phase III of the Village of Farmington Subdivision, the following four (4) coarses and distances, VIZ:
  - 1. South 40°18'36" East 448.33 ft. to a point;
  - 2. Along a curve to the right having a radius of 225.00, a central angle of 25°54'23", and an arc length of 101.73 ft. to a point;
  - 3. South 14°24'13" East 35.00 ft. to a point;
  - 4. North 75°35'47" East 307.28 ft. to a point.
- 5. Along Phase IV of the Village of Farmington Subdivision, the following four (4) coarses and distances, VIZ:
  - 1. South 14°24'13" East 115.41 ft. to a point;
  - 2. South 05°06'29" East 49.18 ft. to a point;
  - 3. North 84°53'31" East 127.28 ft. to a point;
  - 4. South 43°47'29" East 704.04 ft. to an Iron pin found and held;
- 6. Along the proposed northerly right-of-way line of Sauerkraut Lane, South 40°20'31" West 755.95 ft. to the POINT OF BEGINNING.

Containing: 1,062,735 S.F. or 24.3970 Acres.

Page: 41 of 124

### EXHIBIT "G-1"

### FOUR SEASONS AT FARMINGTON

# TOWNSHIP OF LOWER MACUNGIE, COUNTY OF LEHIGH COMMONWEALTH OF PENNSYLVANIA

### PHASES I AND II

Unit Number	Undivided Percent Interest in Common Elements	Undivided Percent Share Of Common Expenses
I-1 through I-34, I-36 through I-65, and II-1 through II-65	0.7752%	0.7752%

# PERCENTAGE INTEREST IN COMMON ELEMENTS AND PERCENTAGE SHARE OF COMMON EXPENSES AS PHASES ARE ADDED TO CONDOMINIUM

### FOUR SEASONS AT FARMINGTON

Phase(s)	Number of Units		Undivided Percent Share of Common Expense Per Unit
I-II	129	0.7752%	0.7752%
I-III	192	0.5209%	0.5209%
I-IV	259	0.3861%	0.3861%

Z:\UAINDI\K-Hovnanian\Phase II Closing\Exhibit G = 1.doc



- a. the Plats recorded at Document I.D. Nos. 7085041 through 7085048 in the Office of the Recorder of Deeds in and for Lehigh County, on May 9, 2003, and
- b. the Plats recorded at Document I.D. Nos. 7192179 through 7192186 in the Office of the Recorder of Deeds in and for Lehigh County, on June 21, 2004, and
- c. the Plats which are recorded at Document I.D. Nos. <u>7227378</u> through <u>7227385</u> in the Office of the Recorder of Deeds in and for Lehigh County on the date of the recording of this Second Amendment, which plats are made a part hereof.
- 2. <u>Limited Rights or Conversion Rights.</u> There are no Limited Common Elements or Convertible Real Estate contained within the First Addition to Condominium.
- 3. <u>Units</u>. The Units located in the First Addition to Condominium, together with their Common Element interests, are sixty-five (65) separate parcels of real property, all as more specifically described in Paragraph 3.01 of the Declaration and as shown on the Plats.
- 4. <u>Votes.</u> Each Unit in the First Addition to Condominium shall be entitled to one vote.
- 5. Percentage Interest. In accordance with Paragraph 3.05 of the Declaration, the percentage interest appurtenant to each Unit, including the Units located in the First Addition to Condominium, shall henceforth be as set forth in Exhibit "G-1" attached hereto and made a part hereof. Exhibit "G-1" is hereby substituted for the Exhibit "G" which was attached to the Declaration and referred to in Paragraph 3.05 of the Declaration, and the revision to the percentage interests included within the First Amendment to Declaration, recorded on June 21, 2004, in the Office of the Recorder of Deeds in and for Lehigh County at Document ID No. 7192168 ("First Amendment").
- 6. <u>Definitions</u>. The definitions utilized in the Declaration shall apply herein unless clearly indicated to the contrary in this Second Amendment.
- 7. <u>Effect on Declaration</u>. Except as specifically amended hereby, the Declaration remains in full force and effect in accordance with its terms, as amended by the First Amendment.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Declarant has executed this Second Amendment on the day and year first above written.

Estate of Frederick J. Jaindl, a/k/a Fred J. Jaindl, a/k/a Fred Jaindl, Deceased

By: Dayid M Asind Co evenutor

Mark W. Jained. Co-executor

John F. Lisicky, Co-executor

COMMONWEALTH OF PENNSYLVANIA

) ss.

**COUNTY OF LEHIGH** 

On this the Anday of Nounce, 2004, before me, a Notary Public, the undersigned officer, personally appeared: David M. Jaindl, Co-executor of the Estate of Frederick J. Jaindl a/k/a Fred J. Jaindl a/k/a Fred Jaindl, Deceased, 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 purpose therein contained.

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

Notary Public H. Blumer

Notarial Seal Judith H. Brown, Notary Public North Whitehall Tup., Lehigh County My Commission Expires August 30, 2005

COMMONWEALTH OF PENNSYLVANIA	)
·	) ss.
COUNTY OF LEHIGH	)
On this the 9th day of November undersigned officer personally appeared. Mark W	, 2004, before me, a Notary Public, the
undersigned officer, personally appeared: Mark W.	. Jaindl, Co-executor of the Estate of
Frederick J. Jaindl a/k/a Fred J. Jaindl a/k/a Fred Jaindl	. Deceased, known to me (or satisfactorily
proven) to be the person whose name is subscribed to	
that he executed the same for the purpose therein contain	

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

COMMONWEALTH OF PENNSYLVANIA

Notarial Scal

Caroline Lysek, Notary Public

City of Allentown, Lettigh County

My Commission Expires Aug. 20, 2008

Notary Public

COMMONWEALTH OF PENNSYLVANIA

) 88

**COUNTY OF LEHIGH** 

On this the The day of November, 2004, before me, a Notary Public, the undersigned officer, personally appeared: John F. Lisicky, Co-executor of the Estate of Frederick J. Jaindl a/k/a Fred J. Jaindl a/k/a Fred Jaindl, Deceased, 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 purpose therein contained.

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

Notarial Seal Suzanne M. Szollosy, Notary Public South Whitehall Twp., Lehigh County My Commission Expires Nov. 25, 2006

Member, Pennsylvania Association Of Notaries

Notary Public

Z-VAINDL\K-IIovnanian\Condu Docs\Second Amendment to Declaration-v-1.dec

7227377 Page: 8 of 8 11/09/2004 82: 85PM

Fax Server



# THIRD AMENDMENT TO DECLARATION FOR FOUR SEASONS AT FARMINGTON, A CONDOMINIUM

THIS THIRD AMENDMENT TO DECLARATION ("Third Amendment") is made this 4th day of November, 2005, by David M. Jaindl, Mark W. Jaindl, and John F. Lisicky, Co-Executors of the Estate of Frederick J. Jaindl a/k/a Fred J. Jaindl a/k/a Fred Jaindl, Deceased (the "Declarant").

WHEREAS, Frederick J. Jaindl ("Jaindl"), as the declarant under the Pennsylvania Uniform Condominium Act, 68 Pa. C.S.A. §3101 et seq. (the "Condominium Act") created Four Seasons at Farmington, a Condominium (the "Condominium") by the execution and recording in the records of the Office of the Recorder of Deeds in and for Lehigh County, Pennsylvania, a Declaration dated May 9, 2003, and recorded on May 9, 2003 at Document I.D. No. 7085040 (the "Declaration");

WHEREAS, Jaindl submitted to the provisions of the Condominium Act certain real estate described in Exhibit "B" to the Declaration and, reserved an option in Paragraph 13.00 of the Declaration to add to the Condominium all or any portion of the additional real estate described in Exhibit "F" to the Declaration, without the consent of any unit owner or holder of any mortgage on any unit;

WHEREAS, Jaindl departed this life on March 29, 2004;

WHEREAS, Letters Testamentary were granted to David M. Jaindl, Mark W. Jaindl, and John F. Lisicky, Co-Executors on April 5, 2004 by the Register of Wills of Lehigh County, Pennsylvania, Register of Wills File No. 2004-0501; and

WHEREAS, the Declarant now desires to add to the Condominium that portion of the additional real estate which is described in Exhibit "D" to the Declaration and is repeated here in the attached Exhibit "D-2" (the "Second Addition to Condominium").

NOW, THEREFORE, pursuant to the provisions of Paragraph 13.00 of the Declaration and of Section 3211 of the Condominium Act, Declarant hereby submits to the provisions of the Act the Second Addition to Condominium, including all easements, rights and appurtenances thereunto belonging and the improvements or rights that are to be erected thereon, and declares that the same shall be and constitute a part of the Condominium and of the Property. Declarant further declares, pursuant to Section 3211 of the Condominium Act, that the Declaration is hereby amended as follows:

1. Plats. The term "Plats" as defined in the First Recital of the Declaration shall henceforth mean:

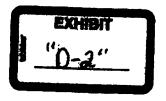
This Document Reco 11/08/2005 03:22PM Doc Code: RM ded Doo Id: 7383936 Receipt #: 221363 Rec Fee: 28.09 Lehigh County, PR Recorder of Doeds Office



EXHIBIT "D"







**LEHIGH COUNTY** LOWER MACUNGIE TOWNSHIP THE VILLAGE OF FARMINGTON - RESIDENTIAL CONDOMINIUM DEVELOPMENT PAGE 1 OF 2

### I. Location:

Located in Lower Macungie Township, Lehigh County, Pennsylvania.

# II. Source of Title:

A portion of the land acquired via Sheriff's Deed Act of 1905 by Frederick J. Jaindl, shown as Parcel 2 in the Deed from Ronald W. Rossi, Sheriff of the County of Lehigh, entered March 22, 1995 and recorded in the Recorder of Deeds Office in Deed Book Volume 1541, at Page 1143 through Page 1147. And also being a part of Lot 1 of the Farmington Hills III Subdivision as recorded in Map Book Volume 39 Pages 62-70.

# III. Referenced Plan:

A.) This phase was established by the plans entitled:

Revised / Final Land Development Plans for The Village of Farmington -Residential Condominium Development prepared by: The Newton Engineering Group, P.C., dated November 24, 1999, last revised December 23, 2002.

# IV. Description:



Being more fully bounded and described as follows, to wit:

Commencing at a concrete monument on the southeastern corner of Lot # 111-92 of the Farmington Hills Phase III Subdivision, thence in and through Phase II of the Village of Farmington Subdivision, North 21°28'30" West 1243.75 ft. to the Point of Beginning;

- 1. Along Phase II of the Village of Farmington Subdivision, the following three (3) coarses and distances, VIZ;
  - 1. North 14°24'13" West 35.00 ft. to a point;
  - 2. Along a curve to the left having a radius of 225.00, a central angle of 25°54'23", and an arc length of 101.73 ft. to a point;
  - 3. North 40°18'36" West 448.33 ft. to a point;
- 2. Along a Phase I on the Village of Farmington Subdivision, the following ten (10) courses and distances, VIZ:
  - 1. North 49°41'24" East 136.39 ft. to a point;



The Newton Engineering Group, P.C. C:\Program Files\America Online 8.0\download\PhaseIV\PhaseIII.DOC

@March 13, 2003 Last revised April 3, 2003

Prepared By: JMB

Checked By: RBM

LEHIGH COUNTY LOWER MACUNGIE TOWNSHIP THE VILLAGE OF FARMINGTON - RESIDENTIAL CONDOMINIUM DEVELOPMENT PAGE 2 OF 2 /085040 Page: 44 of 124 85/09/2003 02:19PM

- 2. North 03°18'34" West 364.89 ft. to a point;
- 3. Along a curve to the left having a radius of 196.71 ft, a central angle of 135°56'40", an arc length of 466.73 ft. to a point;
- 4. North 49°15'14" West 89.51 ft. to a point;
- 5. North 40°44'46" East 23.39 ft. to a point;
- 6. North 44°34'54" West 60.53 ft. to a point;
- 7. North 49°43'32" East 78.30 ft. to a point;
- 8. North 40°16'28" West 275.69 ft. to a point;
- 9. North 05°12'28" West 46.59 ft. to a point;
- 10. North 84°47'32" East 1143.26 ft. to a point
- 3. Along Phase IV of the Village of Farmington Subdivision, the following eight (8) coarses and distances, VIZ:
  - 1. South 28°46'07" West 686.85 ft. to a point;
  - 2. South 86°41'26", West 96.03 ft. to a point;
  - 3. South 03°18'34" East 397.08 ft. to a point;
  - 4. South 88°07'33" East 163.85 ft. to a point;
  - 5. North 41°05'02" East 122.49 ft. to a point;
  - 6. South 48°54'58" East 240.85 ft. to a point;
  - 7. South 14°24'13" East 391.09 ft. to a point;
  - 8. South 75°35'47" West 139.57 ft. to a point;
- 4. Along Phase II of the Village of Farmington Subdivision, South 75°35'47" West 307.28 ft. to the POINT OF BEGINNING.

/ つどううつつ Page: 4 of 8 11/68/2005 03:22PM

Containing: 784,600.73 S.F. or 18.0120 Acres.

#### EXHIBIT "G - 2"

# FOUR SEASONS AT FARMINGTON, A CONDOMINIUM

# TOWNSHIP OF LOWER MACUNGIE, COUNTY OF LEHIGH COMMONWEALTH OF PENNSYLVANIA

# PHASES I, II, AND III

<u>Unit Number</u>	Undivided Percent Interest in Common Elements	Undivided Percent Share of Common Expenses
I-1 through I-34, I-36 through I-65, II-1 through II-65, & III-1 through III-63	0.5209%	0.5209%

# PERCENTAGE INTEREST IN COMMON ELEMENTS AND PERCENTAGE SHARE OF COMMON EXPENSES AS PHASES ARE ADDED TO CONDOMINIUM

# FOUR SEASONS AT FARMINGTON

Phase(s)	Number of Units		Undivided Percent Share of Common Expense Per Unit
I-II	129	0.7752%	0.7752%
I-III	192	0.5209%	0.5209%
I-IV	260	0.3846%	0.3846%

Z:VAINDLUK-Hovnsnian/Phase III Closing/Agreements/Enhibit G - 2.doc



- a. the Plats recorded at Document I.D. Nos. 7085041 through 7085048 in the Office of the Recorder of Deeds in and for Lehigh County, on May 9, 2003, and
- b. the Plats recorded at Document I.D. Nos. 7192179 through 7192186 in the Office of the Recorder of Deeds in and for Lehigh County, on June 21, 2004, and
- c. the Plats recorded at Document I.D. Nos. 7227378 through 7227385 in the Office of the Recorder of Deeds in and for Lehigh County on November 9, 2004, and
- d. the Plats which are recorded at Document I.D. Nos. 1303937 through 1303944 in the Office of the Recorder of Deeds in and for Lehigh County on the date of recording of this Third Amendment, which plats are made a part hereof.
- 2. <u>Limited Rights or Conversion Rights</u>. There are no Limited Common Elements or Convertible Real Estate contained within the Second Addition to Condominium.
- 3. <u>Units</u>. The Units located in the Second Addition to Condominium, together with their Common Element interests, are sixty-three (63) separate parcels of real property, all as more specifically described in Paragraph 3.01 of the Declaration and as shown on the Plats.
- 4. <u>Votes.</u> Each Unit in the Second Addition to Condominium shall be entitled to one vote.
- 5. Percentage Interest. In accordance with Paragraph 3.05 of the Declaration, the percentage interest appurtenant to each Unit, including the Units located in the Second Addition to Condominium, shall henceforth be as set forth in Exhibit "G-2" attached hereto and made a part hereof. Exhibit "G-2" is hereby substituted for the Exhibit "G" which was attached to the Declaration and referred to in Paragraph 3.05 of the Declaration, the revision to the percentage interests included within the First Amendment to Declaration, recorded on June 21, 2004, in the Office of the Recorder of Deeds in and for Lehigh County at Document I.D. No. 7192168 ("First Amendment"), and Exhibit "G-1" which was attached to the Second Amendment to Declaration, recorded on November 9, 2004, in the Office of the Recorder of Deeds in and for Lehigh County at Document I.D. No. 7227377 ("Second Amendment") and referred to in Paragraph 5 thereof.
- 6. <u>Definitions</u>. The definitions utilized in the Declaration shall apply herein unless clearly indicated to the contrary in this Third Amendment.
- 7. <u>Effect on Declaration</u>. Except as specifically amended hereby, the Declaration remains in full force and effect in accordance with its terms, as amended by the First Amendment and Second Amendment.

[SIGNATURE PAGE FOLLOWS]



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

By:

Estate of Frederick J. Jaindl, a/k/a Fred J. Jaindl, a/k/a Fred Jaindl, Deceased

By: David M. Jaindl. Co-executor

Mark W. Jaindl, Co-executor

John F. Lisicky Co-executor

COMMONWEALTH OF PENNSYLVANIA		
COUNTY OF LEHIGH	) ss.	

On this the 4th day of November, 2005, before me, a Notary Public, the undersigned officer, personally appeared: David M. Jaindl, Co-executor of the Estate of Frederick J. Jaindl a/k/a Fred J. Jaindl a/k/a Fred Jaindl, Deceased, 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 purpose therein contained.

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

COMMONWEALTH OF PENNSYLVANIA

Noterial Seal Joseph M. Zator, Notary Public South Whitehall Twp., Lehigh County My Commission Expires Oct. 8, 2009

Member, Pennsylvania Association of Notaries

7303936 Page: 7 of 8 11/09/2025 03:22PM

COMMONWEALTH OF PENNSYLVANIA	)
COUNTY OF LEHIGH	) ss. )

On this the day of November, 2005, before me, a Notary Public, the undersigned officer, personally appeared: Mark W. Jaindl, Co-executor of the Estate of Frederick J. Jaindl a/k/a Fred J. Jaindl a/k/a Fred Jaindl, Deceased, 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 purpose therein contained.

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

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal Joseph M. Zator, Notary Public South Whitehall Twp., Lehigh County My Commission Expires Oct. 8, 2008

Member, Pennsylvania Association of Notaries

COMMONWEALTH OF PENNSYLVANIA

**COUNTY OF LEHIGH** 

On this the 4th day of November, 2005, before me, a Notary Public, the undersigned officer, personally appeared: John F. Lisicky, Co-executor of the Estate of Frederick J. Jaindl a/k/a Fred J. Jaindl a/k/a Fred Jaindl, Deceased, 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 purpose therein contained.

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

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal Joseph M. Zetor, Notary Public South Whitahall Twp., Lehigh County My Commission Expires Oct. 6, 2009

Momber, Pennsylvania Association of Notaries

Wotary Public

Z:\/VAINDL\/K-Hovmanian\/Phase III Closing\/Agreements\/Third Amendment to Declaration Phase III-v-1.doc

7303936 Page: 8 of 8 11/09/2005 03:22Pt

7dr

MML

# AMENDMENT TO DECLARATION OF CONDOMINIUM FOUR SEASONS AT FARMINGTON, A CONDOMINIUM

THIS AMENDMENT TO DECLARATION OF CONDOMINIUM ("Amendment") made this \_\_\_\_\_ day of \_\_\_\_\_ day of \_\_\_\_\_\_ 2006, by the BOARD OF DIRECTORS OF THE FOUR SEASONS AT FARMINGTON, A CONDOMINIUM (the "Board of Directors"). (Capitalized terms that are not specifically defined in this Amendment have the meanings given to them in the Declaration (as defined below).)

#### **BACKGROUND**

WHEREAS, a Declaration of Condominium of Four Seasons at Farmington was recorded in the Office of the Recorder of Deeds in and for the County of Lehigh, Pennsylvania, as Document No. 7085040; and

WHEREAS, the Board of Directions has determined that there is an ambiguity whether sunrooms may be located outside the condominium unit boundary;

WHEREAS, pursuant to Section 12.00 of the Declaration, the Board of Directors of the Association may make amendments to the Declaration without seeking approval from the unit owners when, in the Board's judgment, such amendments are necessary to cure an ambiguity in the Declaration, or to correct or supplement any provision of the Declaration or the Plats which is defective or inconsistent with another section of the Declaration; and

WHEREAS, Section 3.01(1)-(5) lists different appurtenant improvements which may be located outside the condominium unit boundary; and

WHEREAS, the Board of Directors wants to amend Section 3.01(5) to include sunrooms as appurtenant improvements which may be located outside the condominium boundary.

THEREFORE, pursuant to Sections 12.00 of the Declaration, the Declarant hereby amends the Declaration as follows:

- 1. SECTION 3.01(5) is hereby deleted and replaced with the following:
  - "(5) Patios, decks, balconies, porches, sunrooms, and driveway originally installed by the builder and attached to the Unit."
- 2. Miscellaneous.
- (a) All other provisions of the Declaration with Exhibits, as amended to date, not inconsistent with this Amendment, remain in full force and effect and are unchanged hereby.
- (b) The headings herein are for reference purposes only and shall not affect the meaning or interpretation of this Amendment.

This Document Recorded 03/27/2006

03/27/2006 11:318H ded Doo Id: 7332105 Receipt 8: 241036 Rec Fee: 18.50 Ret Fee: 18.50 Lahigh Chunty. PA Recorder of Deeds Office



- (c) This Amendment shall become effective when it has been duly recorded.
- (d) This Amendment shall inure to the benefit of and shall be binding upon the Declarant and its successors and assigns.

IN WITNESS WHEREOF, the Declarant has set its hand and seal the day and year first written above.

ATTEST:

BOARD OF DIRECTORS OF FOUR SEASONS AT FARMINGTON, A CONDOMINIUM

By:

Title: President

Title:

Secretary V MCSIDENT

COMMONWEALTH OF PENNSYLVANIA	:
	: ss.
COUNTY OF BUCKS	<b></b> :
	$\wedge$
BE IT REMEMBERED, that on the me the subscriber, personally appeared Kelth FOLD SEASONS AT FARMINGTON A CONDITION.	his 21 st day of thruy, 2006, before
me the subscriber, personally appeared <u>Keith</u>	Kling, the Problem of
TOOK BEADONS AT TAKUMINGTON, A COMP	CivilianCivi, who I am samshed is the person
who signed, sealed and delivered the foregoing Ar	nendment as such <u>fresident</u> , and
that the within instrument is his/her voluntary act a	and deed on behalf of the corporation as the
Insident and that he/she desires that it be re-	corded as such.
	Notary Public
	Notary Public
My Commission expires:	/

NOTARIAL SEAL
MARYLOU KRUCZYNSKI. Notary Public
Yardley Boro.. Bucks County
My Commission Expires September 30, 2006

Prepared by, Record and Return to:

Michael R. Macaninch, Esq. K. Hovnanian Homes 1170 Wheeler Way, Suite 200 Langhorne, PA 19047



Fax Server

Prepared by: Zator Law Offices

4400 Walbert Avenue Allentown, PA 18104

610-432-1900

Return to:

**Zator Law Offices** 4400 Walbert Avenue

Allentown, PA 1810 MAIL

# FIFTH AMENDMENT TO DECLARATION FOR FOUR SEASONS AT FARMINGTON, A CONDOMINIUM, AND ASSIGNMENT OF SPECIAL DECLARANT RIGHTS

THIS FIFTH AMENDMENT TO DECLARATION AND ASSIGNMENT OF SPECIAL DECLARANT RIGHTS ("Fifth Amendment") is made this 9 day of November, 2006, by David M. Jaindl, Mark W. Jaindl, and John F. Lisicky, Co-Executors of the Estate of Frederick J. Jaindl a/k/a Fred J. Jaindl a/k/a Fred Jaindl, Deceased ("Declarant").

WHEREAS, Frederick J. Jaindl ("Jaindl"), as the declarant under the Pennsylvania Uniform Condominium Act, 68 Pa. C.S.A. §3101 et seq. ("Condominium Act") created Four Seasons at Farmington, a Condominium ("Condominium") by the execution and recording in the records of the Office of the Recorder of Deeds in and for Lehigh County, Pennsylvania, a Declaration dated May 9, 2003, and recorded on May 9, 2003 at Document I.D. No. 7085040 ("Declaration");

WHEREAS, Jaindl reserved to himself as declarant, as permitted by the Condominium Act, certain rights defined in the Condominium Act as "special declarant rights" ("Special Declarant Rights");

WHEREAS, Jaindl submitted to the provisions of the Condominium Act certain real estate described in Exhibit "B" to the Declaration and, reserved an option in Paragraph 13.00 of the Declaration to add to the Condominium all or any portion of the additional real estate described in Exhibit "F" to the Declaration, without the consent of any unit owner or holder of any mortgage on any unit;

WHEREAS, Jaindl departed this life on March 29, 2004;

WHEREAS, Letters Testamentary were granted to David M. Jaindl, Mark W. Jaindl, and John F. Lisicky, Co-Executors on April 5, 2004 by the Register of Wills of Lehigh County, Pennsylvania, Register of Wills File No. 2004-0501; and

(00042934)

his Dogument Recorded

Lehigh County, PA Recorder of Deads Office



WHEREAS, the Declarant now desires to add to the Condominium that portion of the additional real estate which is described in Exhibit "E" to the Declaration and is repeated here in the attached Exhibit "D-3" (the "Third Addition to Condominium" or "Phase IV").

WHEREAS, K. Hovnanian at Lower Macungie Township II, LLC, a Pennsylvania limited liability company, seeks transfer of and agrees to accept assignment of all Special Declarant rights of Declarant in Phase IV of the Condominium, and already has received through previously recorded assignment all of Declarant's Special Declarant Rights in Phases I, II, III of the Condominium.

NOW, THEREFORE, pursuant to the provisions of Paragraph 13.00 of the Declaration and of Section 3211 of the Condominium Act, Declarant hereby submits to the provisions of the Act the Third Addition to Condominium, including all easements, rights and appurtenances thereunto belonging and the improvements or rights that are to be erected thereon, and declares that the same shall be and constitute a part of the Condominium and of the Property. Declarant further declares, pursuant to Section 3211 of the Condominium Act, that the Declaration is hereby amended as follows:

- 1. Plats. The term "Plats" as defined in the First Recital of the Declaration shall henceforth mean:
- a. the Plats recorded at Document I.D. Nos. 7085041 through 7085048 in the Office of the Recorder of Deeds in and for Lehigh County, on May 9, 2003, and
- b. the Plats recorded at Document I.D. Nos. 7192179 through 7192186 in the Office of the Recorder of Deeds in and for Lehigh County, on June 21, 2004, and
- c. the Plats recorded at Document I.D. Nos. 7227378 through 7227385 in the Office of the Recorder of Deeds in and for Lehigh County on November 9, 2004,
- d. the Plats recorded at Document I.D. Nos. 7303937 through 7303944 in the Office of the Recorder of Deeds in and for Lehigh County on November 8, 2005; and,
- e. that portion of the Plats which are recorded at Document I.D. Nos. 13-19466 through 13-19488 in the Office of the Recorder of Deeds in and for Lehigh County on the date of recording of this Fifth Amendment (the entire set of those Plats are the "New Plats"), with regard only to the Third Addition to Condominium of the Condominium, which limited portion of the New Plats are made a part hereof by Declarant.
- 2. <u>Limited Rights or Conversion Rights</u>. There are no Limited Common Elements or Convertible Real Estate contained within the Third Addition to Condominium.

{00042934}

2



#### 3. Units.

- a. The Units located in the Third Addition to Condominium, together with their Common Element interests, are sixty-four (64) separate parcels of real property, all as more specifically described in Paragraph 3.01 of the Declaration and as shown on the Plats.
- b. The Units and Common Elements in the Third Addition to Condominium are vacant land without any structures which are declared in this Fifth Amendment for potential development with residences and associated improvements by a successor declarant(s) and/or owner(s) of such Units and Common Elements. Nothing in the New Plats regarding Phase IV, including without limitation any notations on any plats for the condominium regarding improvements that "Need Not Be Built" until some point in the future, should be construed to or does indicate that any portion of the Third Addition to Condominium is other than vacant land without any structures or that the Declarant is in any way responsible for any improvements to Phase IV. The successor declarant, KHLM, is accepting such responsibility below.
- 4. <u>Votes.</u> Each Unit in the Third Addition to Condominium shall be entitled to one vote.
- 5. Percentage Interest. In accordance with Paragraph 3.05 of the Declaration, the percentage interest appurtenant to each Unit, including the Units located in the Third Addition to Condominium, shall henceforth be as set forth in Exhibit "G-3" attached hereto and made a part hereof. Exhibit "G-3" is hereby substituted for the Exhibit "G" which was attached to the Declaration and referred to in Paragraph 3.05 of the Declaration, the revision to the percentage interests included within the First Amendment to Declaration, recorded on June 21, 2004, in the Office of the Recorder of Deeds in and for Lehigh County at Document I.D. No. 7192168 ("First Amendment"), Exhibit "G-1" which was attached to the Second Amendment to Declaration, recorded on November 9, 2004, in the Office of the Recorder of Deeds in and for Lehigh County at Document I.D. No. 7227377 ("Second Amendment") and referred to in Paragraph 5 thereof, and Exhibit "G-2" which was attached to the Third Amendment to Declaration, recorded on November 8, 2005, in the Office of the Recorder of Deeds in and for Lehigh County at Document I.D. No. 7303936 ("Third Amendment") and referred to in Paragraph 5 thereof.
- 6. <u>Easements and Licenses</u>. Paragraph 1.01 of the Dcclaration is amended to replace subparagraphs (i) and (j) with those set forth below, and to add the easements as specified below at subparagraphs (n) through (q). All of the items were recorded in the Office of the Recorder of Deeds in and for Lehigh County, Pennsylvania:
- (i) Subject to the easements, rights-of-way, covenants, conditions, and other restrictions set forth on the Land Development Plans for the Village of Farmington ("Land Development Plans"), a portion of which were recorded at Document I.D. Nos. 7084775 through 7084780 and 7208335 through 7208340.

- (j) Subject to a right-of-way in favor of Lower Macungie Township, recorded at Document ID No. 7084739, and corrected at Document ID No. 7252697.
- (n) Subject to an Underground Grant to Verizon Pennsylvania, Inc., dated April 19, 2005, and recorded at Document ID No. 7262781.
- (o) Subject to a right-of-way in favor of Lower Macungie Township, recorded at Document ID No. 7280496.
  - (p) Subject to an easement in favor of Verizon at Document ID No. 7297844.
- (q) Subject to the Addendum to Subdivision Improvements Agreement at Document ID No. 7246775.
- 7. <u>Definitions</u>. The definitions utilized in the Declaration shall apply herein unless clearly indicated to the contrary in this Fifth Amendment.
- 8. Effect on Declaration. Except as specifically amended hereby, the Declaration remains in full force and effect in accordance with its terms, as amended by the First Amendment, Second Amendment, Third Amendment, and the Amendment to Declaration of Condominium, dated February 21, 2006, and recorded in the Office of the Recorder of Deeds in and for Lehigh County, Pennsylvania at Document ID No. 7332105. The Declarant amends the Declaration only for and in connection with the addition of the Third Addition to Condominium, and does not intend to and does not alter the Units or Common Elements in, or any other matter regarding or relating to, Phases I, II or III of the Condominium
- 9. <u>Assignment.</u> Pursuant to Section 3304 of the Condominium Act, Declarant hereby assigns and sets over to and for the benefit of KHLM all of Delcarant's right, title and interest in all of the Special Declarant Rights for Phase IV of the Condominium, and any other Special Declarant Rights for the Condominium which might remain with Declarant, effective as of the date of recording of this Fifth Amendment. Declarant and KHLM agree that from and after such date KHLM shall be deemed to be a "successor declarant" as that term is defined in the Condominium Act with respect to Declarant and all of the Special Declarant Rights for the Condominium.

AND, FURTHER, KHLM, as the purchaser of all of the Units in Phases I, II and III of the Condominium, and as the successor declarant to all of the Declarant's special declarant rights in Phases I, II and III of the Condominium, hereby amends the Declaration as follows:

- 10. New Plats and Phases I, II and III. KHLM attaches to and incorporates in this Fifth Amendment and the definition of Plats set forth above the New Plats with respect to Phases I, II and III of the Condominium. KHLM represents and warrants to Declarant that such portion of the New Plats are true and correct depictions of those Phases and that KHLM possesses all of the rights, title, and authority under the Condominium Act and any other applicable law to have such plats recorded and added to this Fifth Amendment and thereby to the Declaration. By signing below, KHLM accepts full responsibility for, and any and all liability arising from, regarding, relating to, or in connection with, Phases I, II and/or III of the New Plats and/or their incorporation in this Fifth Amendment and thereby in the Declaration. KHLM represents and warrants that Declarant did not participate in, agree to, or approve of this action by KHLM, and that KHLM takes such action on its own.
- 11. <u>Improvements to Phase IV</u>. KHLM hereby accepts the assignment of Special Declarant Rights in paragraph 9 above. Furthermore, KHLM agrees to be fully responsible for, and accepts any and all liability arising from, regarding, relating to, or in connection with, any improvements to Phase IV, including without limitation any noted on the Plats as "Need Not Be Built" until some point in the future.
- 12. Future Amendment to Declaration. KHLM agrees to and shall record an amendment to the Declaration, including without limitation the Plats, which sets forth the recording information for and location of any and all of the easements in the Condominium in accordance with applicable law. KHLM hereby accepts full responsibility for, and any and all liability arising from, regarding, relating to, or in connection with, the easement information for the Condominium and the Declaration, as amended.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Declarant, with respect to paragraphs 1 through 9 above and not paragraphs 10 through 12, and KHLM, with respect to paragraphs 9 through 12 above and not paragraphs 1 through 8, have executed this Fifth Amendment on the day and year first above written.

Estate of Frederick J. Jaindl, a/k/a Fred J. Jaindl, a/k/a Fred Jaindl, Deceased

By: David M. Jainell Co. ever

Mark W. Jaindl. Colexecutor

John F. Lisicky, Co-executor

K. Hovnanian at Lower Macungie Township II, LLC, a Pennsylvania limited liability company

Rv.

Name: Title:

Arealize Presiden

COMMONWEALTH OF PENNSYLVANIA	)
	) ss.
COUNTY OF LEHIGH	)

On this the 10 day of November, 2006, before me, a Notary Public, the undersigned officer, personally appeared: David M. Jaindl, Co-executor of the Estate of Frederick J. Jaindl a/k/a Fred J. Jaindl a/k/a Fred Jaindl, Deceased, 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 purpose therein contained.

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

conn	NWEALTH		ATTENU TURN
CURLEU	имемии	OF FEM	40 I LAWIAN

Notarial Seal Suzanne M. Szolicsy, Notary Public South Whitehall Twp., Lehigh Count

COMMONWEALTH OF PENNSYLVANIA

**COUNTY OF LEHIGH** 

On this the 10 day of November, 2006, before me, a Notary Public, the undersigned officer, personally appeared: Mark W. Jaindl, Co-executor of the Estate of Frederick J. Jaindl a/k/a Fred J. Jaindl a/k/a Fred Jaindl, Deceased, 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 purpose therein contained.

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

MONWEALTH OF PENNSYLVANIA

**Notarial Seal** Suzanne M. Szcilosy, Notary Public South Whitehall Twp., Lehigh Count My Commission Expires Nov. 25, 200

r. Pennsylvania Association of Nota

{00042934}

7

COMMONWEALTH OF PENNSYLVANIA	)
•	SS.
COUNTY OF LEHIGH	)

On this the 10 day of November, 2006, before me, a Notary Public, the undersigned officer, personally appeared: John F. Lisicky, Co-executor of the Estate of Frederick J. Jaindl a/k/a Fred J. Jaindl a/k/a Fred Jaindl, Deceased, 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 purpose therein contained.

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

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Suzanne M. Szellosy, Notary Public
Suzanne M. Szellosy, Notary Public South Whitehall Twp., Lehigh County My Commission Expires Nov. 25, 2008

Member, Pennsylvania Association of Notaries

COMMONWEA	LTH OF PENNSYLVANIA	)
COUNTY OF	Bucks	) ss.

On this, the day of November, 2006, before me, a Notary Public, the undersigned officer, personally appeared <u>Richard By holz</u>, known to me (or satisfactorily proven) to be the person who signed his/her name to the within instrument, and who acknowledged himself/herself to be the <u>Realized</u> of K. Hovnanian at Lower Macungie Township II, LLC, and that he/she signed the foregoing instrument on behalf of said organization, being authorized to do so, for the purpose therein contained.

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

**COMMONWEALTH OF PENNSYLVANIA** 

Notarial Seal Manylou Kruczynski, Notary Public Newtown Twp., Bucks County My Commission Expires Sept. 30, 2010

Member, Pennsylvania Association of Notaries

Notary Public Presspasky

{00042934}

8



Fax Server

EXHIBIT "D-3"



Fax Server

LEHIGH COUNTY
LOWER MACUNGIE TOWNSHIP
THE VILLAGE OF FARMINGTON - RESIDENTIAL CONDOMINIUM DEVELOPMENT
DESCRIPTION OF PHASE IV
PAGE 1 OF 2

# I. Location:

Located in Lower Macungie Township, Lehigh County, Pennsylvania.

# II. Source of Title:

A portion of the land acquired via Sheriff's Deed Act of 1905 by Frederick J. Jaindl, shown as Parcel 2 in the Deed from Ronald W. Rossi, Sheriff of the County of Lehigh, entered March 22, 1995 and recorded in the Recorder of Deeds Office in Deed Book Volume 1541, at Page 1143 through Page 1147. And also being a part of Lot 1 of the Farmington Hills III Subdivision as recorded in Map Book Volume 39 Pages 62-70.

# III. Referenced Plan:

A.) This phase was established by the plans entitled:

Revised / Final Land Development Plans for The Village of Farmington – Residential Condominium Development prepared by: The Newton Engineering Group, P.C., dated November 24, 1999, last revised December 23, 2002.

# IV. Description:



Being more fully bounded and described as follows, to wit:

Beginning at an iron pin on a western property corner of lands now or formerly of Paul F. and Terry L. Ryan, said point being the southeastern corner of the herein described tract:

- Along lands now or formerly of Paul F. and Terry L. Ryan, South 40°20'31" West 247.77 ft. to a point;
- 2. Along Phase II of the Village of Farmington Subdivision, the following four (4) courses and distances, VIZ:
  - 1. North 43°47'29" West 704.04 ft. to a point;
  - 2. South 84°53'31" West 127.28 ft to a point;
  - 3. North 05°06'29" West 49.18 ft. to a point;
  - 4. North 14°24'13" West 115.41' to a point;



**LEHIGH COUNTY** LOWER MACUNGIE TOWNSHIP THE VILLAGE OF FARMINGTON - RESIDENTIAL CONDOMINIUM DEVELOPMENT **DESCRIPTION OF PHASE IV** PAGE 2 OF 2

- 3. Along Phase III of the Village of Farmington Subdivision, the following eight (8) coarses and distances, VIZ:
  - 1. North 75°35'47" East 139.57 ft. to a point;
  - 2. North 14°24'13" West 391.09 ft. to a point;
  - 3. North 48°54'58" West 240.85 ft. to a point;
  - 4. South 41°05'02" West 122.49 ft. to a point;
  - 5. North 88°07'33" West 163.85 ft. to a point;
  - 6. North 03°18'34" West 397.08 ft. to a point;
  - 7. North 86°41'26" East 96.03 ft. to a point;
  - 8. North 28°46'07" East 686.85 ft. to a point;
- 4. Along Lot B of the Farmington Hills III Subdivision, North 84°47'32" East 57.84 ft. to a point:
- 5. Along lands now or formerly of Ruth I. Knepper, South 14°24'13" East 1488.22 ft. to an iron pin:
- 6. Along the same, North 55°27'33" East 121.73 ft. to an iron pin;
- 7. Along lands now or formerly of Paul F. and Terry L. Ryan, South 24°04'18" East 646.75 ft. to THE POINT OF BEGINNING.

Containing: 875,575.03 S.F. or 20.1004 Acres.





Fax Server

#### EXHIBIT "G - 3"

## FOUR SEASONS AT FARMINGTON, A CONDOMINIUM

### TOWNSHIP OF LOWER MACUNGIE, COUNTY OF LEHIGH COMMONWEALTH OF PENNSYLVANIA

#### PHASES I, II, III AND IV

Unit Number	Undivided Percent Interest in Common Elements	Undivided Percent Share of Common Expenses
I-1 through I-34, I-36 through I-65, II-1 through II-65, III-1 through III-63 & IV-1 through IV-64	0.3906% E	0.3906%

## PERCENTAGE INTEREST IN COMMON ELEMENTS AND PERCENTAGE SHARE OF COMMON EXPENSES AS PHASES ARE ADDED TO CONDOMINIUM

#### FOUR SEASONS AT FARMINGTON

Phase(s)	Number of Units	Undivided Percent Interest in Common Elements Per Unit	Undivided Percent Share of Common Expense Per Unit
I-II	129	0.7752%	0.7752%
I-III	192	0.5209%	0.5209%
I-IV	256	0.3906%	0.3906%

{00034057}

