

DECLARATION OF COVENANTS AND EASEMENTS

THIS DECLARATION OF COVENANTS AND EASEMENTS is made and executed this _____ day of _____, 2006, by PATRICK T. KREISER and SHAWN YVETTE GERHARDT-KREISER, adult individuals, doing business at 2 Goodyear Lane, Newmanstown, Lebanon County, Pennsylvania ("DECLARANTS").

WHEREAS, DECLARANTS are the owners of certain real property, as set forth in the description attached as Exhibit "A";

WHEREAS, DECLARANTS desire to create a residential community, to be known as The Gables at Jackson, with permanent common areas for the use and enjoyment of the residents; and

WHEREAS, DECLARANTS desire to insure the attractiveness of the homes in The Gables at Jackson, as well as to preserve, protect and enhance the values and amenities of the townhomes and single homes in The Gables at Jackson, and to provide for the maintenance of the common areas therein;

WHEREAS, DECLARANTS have deemed it desirable, for the efficient preservation, protection and enhancement of the values and amenities of The Gables at Jackson, to create an organization to which shall be delegated and assigned the powers of owning, maintaining and administering the common areas, administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges created; and

WHEREAS, DECLARANTS have incorporated The Gables at Jackson Homeowners Association, under the laws of the Commonwealth of Pennsylvania, as a non-profit corporation for the purpose of exercising the powers and functions created by this Declaration;

THEREFORE, DECLARANTS declare that the real property described in Exhibit "A" is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, easements, charges and liens hereinafter set forth.

ARTICLE I – DEFINITIONS

Section 1. "ASSOCIATION" shall mean and refer to The Gables at Jackson Homeowners Association" its successors and assigns.

Section 2. "OWNER" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any unit which is a part of the property, excluding those having such interest merely as security for the performance of an obligation.

Section 3. The Gables at Jackson shall mean and refer to that certain real property described in Exhibit "A" attached.

Section 4. "COMMON AREAS" shall mean all real property owned by the ASSOCIATION for the common use and enjoyment of OWNERS. The COMMON AREAS to be owned by ASSOCIATION consist of the parcels designated on Exhibit "B", as well as any other real estate which DECLARANTS, in their absolute discretion, may convey to ASSOCIATION in the future.

Section 5. "UNIT" shall mean and refer to townhomes and single home shown upon any recorded sub-division plot of The Gables at Jackson, but shall not include the COMMON AREAS.

Section 6. "MEMBER" shall mean each owner(s) of a UNIT, which status shall entitle and obligate the OWNER to be a member of the ASSOCIATION.

ARTICLE II – PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Existing Property. The real property which is and shall be held, transferred sold, conveyed and occupied subject to this Declaration is described in Exhibit “A” attached. However, only the COMMON AREAS shall be conveyed to the ASSOCIATION.

Section 2. Additional Property. DECLARANTS reserve the right to designate additional property, including additional UNITS, to be subject to this Declaration through the filing of a supplemental Declaration in the office of the Lebanon County Recorder of Deeds.

Section 3. Surrounding Agricultural Uses. The Gables at Jackson is located in an area of Eastern Lebanon County that contains farms and other agricultural uses. Adjoining or nearby land will be used for the operation of the equipment and machinery, application and disposal of manure and application and use of fertilizers, herbicides and pesticides and may be included in an agricultural security area. UNIT OWNERS acknowledge and agree to accept such surrounding uses of the purchase of a unit in The Gables at Jackson, and will not seek to interfere with any lawfully established agricultural use.

ARTICLE III – PROPERTY RIGHTS

Section 1. Owners’ Easements Of Enjoyment. Every OWNER shall have a right and easement of use and enjoyment in and to the COMMON AREAS, subject to any storm water management requirements imposed by any agency having jurisdiction, the final development plans of The Gables at Jackson development and the following:

(a) The right of the ASSOCIATION to suspend the voting rights and the right to use COMMON AREAS of an OWNER for: (1) any period during which the assessment against OWNER’s UNIT remains unpaid; and (2) a period not to exceed sixty (60) days following any infraction of its published rules and regulations;

(b) The right of the ASSOCIATION to dedicate or transfer all or any part of the COMMON AREAS to any public agency or authority for such purposes and subject to such conditions as may be agreed upon by the MEMBERS. No such dedication or transfer shall be effective until an instrument signed by two-thirds (2/3) of the MEMBERS, agreeing to such dedication or transfer, is recorded. The effect of such declaration or transfer shall be to terminate the provisions, rights and obligations of all parties bound by this Declaration with respect to the dedicated or transferred area;

(c) The right of the ASSOCIATION, in accordance with its articles and by-laws, to borrow money for the purpose of improving the COMMON AREAS, as well as to mortgage those properties. The rights of any such mortgage of the COMMON AREAS shall be subordinate to the rights of use of each OWNER and its mortgagee, if any, hereunder;

(d) The right of the ASSOCIATION to take such steps as may be necessary to protect the properties against foreclosure;

(e) The right of the DECLARANTS and of the ASSOCIATION to grant and reserve easements and rights of way through, under, over and across the COMMON AREAS, with or without limitations as to the location within the COMMON AREAS, for the purpose of installing, maintaining, repairing, replacing and inspecting all lines and appurtenances for public or private water, sewer, drainage and electricity or other utilities; and

(f) The right of the ASSOCIATION to make reasonable rules and regulations regarding the use of the COMMON AREAS.

Section 2. Delegation of Use. Any OWNER may delegate, in accordance with the by-laws of the ASSOCIATION, his right of enjoyment of the COMMON AREAS to the MEMBERS of his family, his tenant or contract purchasers who reside in a UNIT.

Section 3. Easement of Ingress, Egress and Regress. Each OWNER of a UNIT, the members of his family, his tenants and all contract purchasers who reside in a UNIT, as well as their respective guests and invitees, shall have a right of ingress, egress and regress over and across those portions of the COMMON AREAS as shall be from time to time improved by streets or pathways, subject to the right of the ASSOCIATION to specify that such right and easement over such areas shall be limited to pedestrian traffic or non-commercial motor vehicle traffic, as the case may be.

ARTICLE IV – MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every OWNER of a UNIT which is subject to an assessment shall be a MEMBER of the ASSOCIATION. Membership shall be appurtenant to and may not be separated from any UNIT which is subject to assessment. All UNITS are subject to assessment, including those whose voting rights have been suspended for any reason. Until all UNITS of the DECLARANTS have been transferred to a purchaser, DECLARANTS shall exercise the right to vote for each UNIT owned by DECLARANTS.

Section 2. Voting Rights. OWNERS (other than DECLARANTS) shall be entitled to one (1) vote for each UNIT owned. When more than one person is the owner of one (1) UNIT, all such persons shall be MEMBERS. The vote for such UNIT shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any UNIT. If agreement cannot be reached on who shall cast the vote for any UNIT, the OWNER whose name appears first on the Deed shall be deemed to have authority to vote. Until seventy-five percent (75%) of the UNITS in The Gables at Jackson development are sold, DECLARANTS shall have three (3) votes for each UNIT owned as prescribed in the By-Laws.

ARTICLE V – COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Basis for Assessment. It shall be the duty of ASSOCIATION through assessments to maintain and administer all COMMON AREAS. The ASSOCIATION shall be responsible for mowing and landscaping all COMMON AREAS, maintaining alleys (including snow removal and paving of alleys) and general maintenance and upkeep of the COMMON AREAS. The ASSOCIATION shall also be responsible to clear and maintain the emergency access easement identified on the plan for the development. The ASSOCIATION shall also have supervisory responsibility for carrying out the Declaration and By-Laws.

No assessments shall be levied upon any property owner until ten (10) UNITS have been sold in the development. After the sale of ten (10) UNITS, an annual assessment shall be fixed based upon a budget which has been made by the ASSOCIATION after considering reasonable estimate of all reasonable and necessary costs consistent with the terms of this Declaration. Until the ten (10) UNITS have been sold, DECLARANTS shall bear all expenses necessary to comply with the charges and/or costs which would otherwise be included and assessed against individual UNIT owners. After the ten (10) UNITS have been sold, the charges and/or costs shall be prorated among the UNITS purchased and the remaining Units held and owned by DECLARANTS in all phases of the development. Special assessments for capital improvements shall also be omitted until ten (10) UNITS are sold. Otherwise, the computation of special assessments for capital improvements shall be allocated in the same manner as the annual

assessment. Costs shall include the actual or contract costs to perform the services required to be performed by the ASSOCIATION. Unless indicated otherwise, the ASSOCIATION shall be responsible for all maintenance of common areas unless an OWNER shall have been the legal cause of the need for maintenance.

Section 2. Creation of the Lien and Personal Obligations of Assessments. The DECLARANTS and all OWNERS covenant and agree to pay the ASSOCIATION: (1) the annual assessment or charges; and (2) special assessments for capital improvements. The annual and special assessments, together with any applicable interest, costs and reasonable attorney fees, shall be a charge on the land and on the OWNER's personal property subject to prior liens of record until paid or otherwise discharged upon the UNIT. Each assessment, together with interest, costs and reasonable attorney fees, shall also be the personal obligation of the person(s) who was the OWNER of such UNIT at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them. This lien of the obligation shall continue and be a lien on the property unless the transferee shall have obtained a clearance certificate from an officer of the ASSOCIATION prior to closing and made payment of the lien and costs at the time of title transfer.

Section 3. Purpose of Assessments. The assessments levied by the ASSOCIATION shall be used exclusively to promote the health, safety and welfare of the residents of The Gables at Jackson through the restoration, improvement, maintenance and insurance of the COMMON AREAS, entrance easements, and all services and facilities relating to the use and enjoyment of them. The funds are allotted to be used for the payment of taxes on the COMMON AREAS only to the extent, however, that such taxes are assessed against the ASSOCIATION as the owner of record of the COMMON AREAS.

It shall be the responsibility of the ASSOCIATION to maintain the emergency access drive located approximately 500 feet east of the primary access from Route 422. The ASSOCIATION's duties shall include snow removal, paving and any other maintenance associated with the emergency access drive. UNIT OWNERS and their guests are not to use the emergency access drive except in emergency circumstances.

Section 4. Maximum Annual Assessment. The initial annual assessment may be increased each year by action of the Board of Directors without a vote of the membership in an amount not more than fifteen percent (15%) above the assessment for the previous year. The initial annual assessment may be increased above the fifteen percent (15%) figure provided that such additional increase is approved by a vote of two-thirds (2/3) of the MEMBERS present, in person or by proxy, and voting at a regular or special meeting duly called for such purpose.

Section 5. Special Assessments for Maintenance. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, special assessments applicable to that year only for the purpose of defraying, in whole or in part, any maintenance costs or deficit incurred in that or a prior year.

Section 6. Special Assessments For Capital Improvements. In addition to the annual assessments authorized above, the ASSOCIATION may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the costs of any construction, reconstruction, repair or replacement of a capital improvement upon the COMMON AREAS or entrance signs, including fixtures and personal property, provided that any such assessment shall have the assent of two-thirds (2/3) of the vote of the MEMBERS who are present and voting in person or by proxy at a meeting duly called for this purpose.

Section 7. Special Provision for Assessments Relating to Alleys: Any repairs or repaving of the alleys shall be funded through a special assessment against the owners of the townhouses only and shall be determined by the Board of Directors.

Section 8. Notice and Quorum For Any Action Authorized Under Sections 2 and 4 through 6. Written notice of the time and locations of any meeting called for the purpose of taking any action authorized under Sections 2 and 4 through 6 shall be sent to all MEMBERS not less than ten (10) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of MEMBERS or of proxies entitled to cast twenty-five percent (25%) of all votes shall constitute a quorum. If the required quorum is not present, an adjourned meeting shall be called subject to at least seventy-two (72) hours notice requirement, and the required quorum at the subsequent meeting, shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. The above notice and quorum requirements shall supersede and be in lieu of any notice or quorum requirements at any time adopted by the ASSOCIATION in its By-laws, and may be modified only by an amendment to this Declaration. Notice and quorum requirements for all other meetings of the ASSOCIATION called for purposes not in any way including the taking of any action authorized under Sections 4 and 5 shall be governed by the Articles and By-laws of the ASSOCIATION.

Section 9. Uniform Rate of Assessment. Both annual and special assessments for capital improvements must be fixed at a uniform rate for all UNITS and may be collected on an annual basis, or at such other times as the Board of Directors of the ASSOCIATION may from time to time adopt. Therefore, the initial assessment will be initially pro-rated assuming a total of The Gables at Jackson UNITS. However, the number of residential UNITS is subject to change and may be revised in conjunction with final approval of subdivision plans or the designation of additional UNITS subject to this Declaration. Upon receipt of written notice by DECLARANTS of a change in the projected number of UNITS or the final approval of all phases of the subdivision, the number of residential UNITS may be changed for purposes of pro-rating assessments.

Section 10. Effect of Non-Payment Of Assessments; Remedies of the ASSOCIATION. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. The ASSOCIATION may bring an action against the OWNER personally obligated to pay the sum, or foreclose the lien against the property. The ASSOCIATION may recover reasonable attorney's fees and costs in any suit. No OWNER may waive or otherwise escape liability for the assessments provided by non-use of the COMMON AREAS or abandonment of his UNIT.

Section 11. Subordination of the Lien to Mortgages. The lien of assessments shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon The Gables at Jackson or any parts subject to the assessment. Sale or transfer of any UNIT will not affect the assessment lien. The sale or transfer of any UNIT pursuant to mortgage foreclosure or any other proceeding in lieu of foreclosure shall extinguish the lien, but not the personal liability of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall release the UNIT from liability for any assessments thereafter becoming due or from the lien.

ARTICLE VI – ARCHITECTURAL CONTROL AND PROTECTIVE COVENANTS

Section 1. Architectural Control. No building or structure of any character shall be erected, constructed or maintained on any UNIT, nor shall any addition, change or alteration be made, unless they are compatible and consistent with the general style and architecture within the development. During the initial period that DECLARANTS have UNITS for sale, plans for all above activities must be submitted and approved in writing by DECLARANTS prior to any

work being done. Approval of plans may be refused on architectural or aesthetic grounds, or for any other valid reasons. DECLARANTS, in granting approval of submitted plans, shall retain one copy, returning the other copy to the builder or contractor with written evidence of approval. The builder, contractor or OWNER shall not change or deviate from approved plans without submitting to the DECLARANTS complete details of any and all contemplated changes and securing approval consistent with this paragraph. Once all UNITS in the development are sold, responsibility for evaluating and enforcing this section shall revert to the ASSOCIATION or any committee appointed by it to fulfill this responsibility.

Section 2. Applicable Law. The provisions of this Declaration are supplemented by the Jackson Township Zoning Ordinance. If the Zoning Ordinance is in conflict with any provisions of this Declaration, the provisions of the Zoning Ordinance shall prevail (unless the provisions of this Declaration are more limiting than the Zoning Ordinance with respect to any particular provision, then this Declaration shall prevail).

Section 3. Restrictive Covenants. Without intending to limit the provisions of Section 1, the following restrictions are imposed as a common scheme upon all UNITS:

(a) UNITS shall be for residential purposes only. This prohibition, however, shall not restrict the maintenance of quiet professional offices on the premises, provided the same are established as a part of the dwelling or other structure erected and maintained on said premises in accordance with approved plans and specifications and shall comply with all requirements of the Jackson Township Zoning Ordinance governing home occupants, if any.

(b) No automatic dusk to dawn type lights over 7' high off the ground are permitted, excepting lights for streets or common areas.

(c) Chain link fences and fences beyond the front wall of UNITS are not permitted.

(d) No animals, livestock or poultry of any kind shall be raised, bred or kept on any UNIT except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. Animals must be maintained so that offensive odors or noise will not be apparent to adjoining OWNERS. Animals may not be allowed to roam the neighborhood, and must be controlled to prevent damage to other properties and to avoid being a nuisance to other OWNERS.

(e) No unlicensed or uninspected motor vehicles, trucks, motorcycles or automobiles not in normal use shall be stored anywhere on the premises outside of the garage or a storage shed. Boats, trailers and recreational vehicles may not be stored in the front of any property. Mechanical work performed on any vehicles outside of a garage or shed shall be limited to minor maintenance and service. Yard and driveway area shall be kept free of accessory or spare parts.

(g) Parking of any commercial van, truck, bus or similar vehicles on the premises or on the public street of the development is prohibited, except for: (1) loading and unloading, and (2) any commercial vehicle which can be parked inside the property owner's garage.

(h) No structure of a temporary character, trailer, tent, shack, garage or any other structure or outbuilding shall be used on any UNIT at any time as a residence, either temporarily or permanently. Townhomes may not have a shed of any kind. One storage shed may be constructed upon the rear yard of a single family detached dwelling, provided:

A. All applicable zoning laws are observed and building set back areas are honored;

B. The shed may be no larger than 200 square feet and may not be constructed of metal; and

C. Materials and colors used are to be similar to the single home's appearance.

(i) No building, structure, tree or other obstructive landscaping, fencing, swimming pool, picnic table, playground equipment or any obstruction of any type, whether or not permanently affixed to the land, shall be constructed, maintained or in any manner placed in any area designated as a floodplain, wetland, detention basin, drainage swale, storm drainage easement or access easement on any UNIT. All future UNIT OWNERS shall be responsible for the maintenance of any portion of the flood plain, wetland, detention basin, drainage swale or storm drainage easement and its facilities on their respective UNIT consistent with the provisions of this Declaration and according to the subdivision plan.

Section 4. Effect of Restrictions. The conditions and restrictions contained in this Declaration and in any Addendum to this Declaration shall be covenants running with the land and shall operate for the benefit of, and may be enforced by the DECLARANTS or by the OWNER of any UNIT in the development. Violation of any of these provisions are declared and agreed to be a nuisance which may be remedied by appropriate legal proceedings. This failure to enforce or restrain the breach of any provision shall in no way be deemed a waiver of the right to enforce or restrain such breach, or any future breach, or as a waiver of such provision. Nothing herein shall be deemed to abrogate Jackson Township Ordinances including the Jackson Township Zoning Ordinance and where Township Ordinance and restrictions conflict, the more stringent regulation shall control the particular matter.

ARTICLE VII - RESPONSIBILITY FOR OUTDOOR MAINTENANCE AND TRASH REMOVAL

Section 1. Outdoor Maintenance. Subject to the right of the ASSOCIATION to undertake specified responsibilities, the OWNERS of any UNIT shall be responsible for the maintenance and repair of the outside of the building located on said UNIT. Snow removal and lawn maintenance at the UNITS and their driveways shall be the responsibility of the OWNERS. The maintenance of shrubbery, lawns, driveways (if any) and all other facilities located in COMMON AREAS shall be the responsibility of the ASSOCIATION.

The ASSOCIATION has the right to connect public/street lighting to the meters of owners of all UNITS in the ASSOCIATION. As of the filing of the Declaration, it is expected that lot numbers The Gables at Jackson will be subject to such connection, but the ASSOCIATION has the right to connect additional lighting to other UNITS. The ASSOCIATION would then be responsible to reimburse the UNIT OWNER for the reasonable cost incurred by the UNIT OWNER in paying monthly bills associated with the use of the light.

Section 2. Maintenance by ASSOCIATION. The ASSOCIATION, upon approval of a majority of the owners of all townhomes and single homes in the ASSOCIATION, may elect to contract for trash collection, snow removal and basic lawn maintenance (not to include landscaping) for the benefit of each and every UNIT OWNER on their respective UNITS. Should the ASSOCIATION undertake one or more of these responsibilities, the costs of those services will be included in the assessments to be paid by all OWNERS.

Section 3. Snow Removal Easement. Each UNIT OWNER grants to the ASSOCIATION an Easement for purposes of removing snow from the alleys or other common areas and allowing snow to be pushed or piled onto their respective UNITS to facilitate snow removal. The ASSOCIATION will manage snow removal so not to materially impair an OWNERS use of his/her UNIT.

ARTICLE VIII – GENERAL PROVISIONS

Section 1. Other Powers of ASSOCIATION. Nothing herein shall be construed to prohibit the ASSOCIATION from adopting, from time to time, other rules and regulations for the purpose of carrying out the intent of this Declaration or regulating the COMMON AREAS. Such rules and regulations when adopted at a properly constituted meeting of the ASSOCIATION shall be binding upon the MEMBERS.

Section 2. Enforcement. The ASSOCIATION, or any OWNERS, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, charges, rules and regulations imposed by or pursuant to the provisions of this Declaration. The defaulting OWNER shall be responsible to pay all counsel fees and costs incurred by the party seeking enforcement. Any monies received by any OWNERS from any other OWNER or former OWNER, less all reasonable enforcement costs, shall be paid by such enforcing OWNER to the ASSOCIATION. Failure by the ASSOCIATION or any OWNER to enforce any covenant or restriction shall in no way be deemed a waiver of the right to do so thereafter.

Section 3. Enforcement. It is understood that DECLARANTS may choose to do so, but are not legally obligated to enforce the terms of this Declaration. The ASSOCIATION and all OWNERS can enforce the restrictive covenants, or any other provision of this Declaration.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by Court Order shall in no way effect any other provisions, which shall remain in full force and effect.

Section 5. Amendments. Before any UNITS are sold, the DECLARANTS, acting through the Board of Directors of the ASSOCIATION, may amend this Declaration in any manner consistent with law. After UNITS have been sold, amendments may be made only with the concurrence of a minimum of two-thirds (2/3) of the UNIT OWNERS.

WITNESS:

_____ PATRICK T. KREISER, Declarant

_____ SHAWN YVETTE GERHARDT-KREISER, Declarant

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF)

On this, this _____ day of _____, 2006, before me, a Notary Public, personally appeared PATRICK KREISER and SHAWN YVETTE GERHARDT-KREISER, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the foregoing DECLARATION OF COVENANTS AND EASEMENTS and acknowledged that they executed the same for the purposes therein contained.

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

Notary Public

EXHIBIT "A"

PROPERTY SUBJECT TO DECLARATION

This Declaration applies to that certain tract of land acquired by Patrick T. Kreiser and Shawn Yvette Gerhardt-Kreiser by Deed dated October 10 and recorded in the Lebanon County Recorder of Deeds Office at Deed Book 2088, Page 7569. The full legal description is below.

ALL THAT CERTAIN tract of land situate in the Township of Jackson, County of Lebanon and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at an iron pin on the northern right-of-way line of Pa. Route SR-0422, said point being the southwestern corner of land of Bernard W. Webber; thence along said northern right-of-way line of Pa. Route SR-0422, south 66 degrees 09 minutes west, a distance of 343.52 feet to an iron pin; thence along Lot "A", as shown on Land Subdivision Plan for Evangelical Congregational Church Retirement Village, dated September 14, 1988, the following three courses and distances, (1) north 23 degrees 51 minutes west, a distance of 225.0 feet to an iron pin; (2) thence south 84 degrees 28 minutes 24 seconds west, a distance of 528.50 feet to an iron pin; (3) thence south 35 degrees 25 minutes 58 seconds west, a distance of 323.29 feet to an iron pin; thence along lands of Thomas R. Bass and Donald C. Layser, north 54 degrees 34 minutes 02 seconds west, a distance of 194.28 feet to an iron pin; thence along land of Donald C. Layser and Craig A. Miller, north 47 degrees 27 minutes 02 seconds west, a distance of 255.97 feet to an iron pin; thence along said land of Craig Miller, the following two courses and distances, (1) north 18 degrees 44 minutes 47 seconds west, a distance of 122.70 feet to an iron pin; (2) thence north 04 degrees 06 minutes 51 seconds west, a distance of 1,565.0 feet to a fence post; thence along said land of Craig A. Miller and Henry Brubaker, north 86 minutes 13 minutes 0 seconds east, a distance of 1,179.66 feet to a fence post; thence along land of Layser's Flowers, Inc. and John E. Miller, south 33 degrees 25 minutes 02 seconds east, a distance of 1,640.57 feet to an iron pin; thence along lands of Edwin G. Meshok, Arlene M. Stamm and Bernard W. Webber, south 66 degrees 09 minutes west, a distance of 594.50 feet to an iron pin; thence along said land of Bernard W. Webber, south 23 degrees 51 seconds east, a distance of 200.0 feet to the place of BEGINNING. Containing 65.7425 Acres.

BEING a portion of the same premises which Leux-Slaugh Partnership by their Deed dated April 12, 1988 and recorded April 13, 1988 in the Recorder of Deeds Office, Lebanon County, PA in Deed Book 244, Page 672 ranted and conveyed unto Evangelical Congregational Church Retirement Village, Grantors herein.

AND ALSO BEING a portion of which American Bank and Trust Company of PA formerly Myerstown Bank and Trust Company by their Deed dated January 2, 1976 and recorded April 8, 1976 in the Recorder of Deeds Office, Lebanon County, PA in Deed Book 135, Page 411 granted and conveyed unto Drew E. Courtney.

EXHIBIT "B"

INITIAL COMMON AREA

Consistent with Article I, Section 4, DECLARANTS have designated Lots 271 and 272 (including the emergency access road), as well as Lots 273 and 274 (including all of the alleys adjoining any of the lots), as the initial COMMON AREA. The COMMON AREAS shall also include all rights granted by easement to the ASSOCIATION over the emergency access road depicted on the Final Subdivision Plan for The Gables at Jackson, to be filed in the Recorder of Deeds Office of Lebanon County. A preliminary Plan for these lots is attached. The exact boundaries of the COMMON AREAS is subject to revisions upon a survey and approval of the final plan and legal description.