DECLARATION OF EASEMENTS

This DECLARATION OF EASEMENTS (the "Declaration") is made this _____ day of _____, 2005 by FISHING CREEK VALLEY ASSOCIATES, L. P., a Pennsylvania limited partnership (the "Declarant").

BACKGROUND:

A. Declarant is the fee owner of adjacent tracts of land situated in Hampden Township, Cumberland County, Pennsylvania, more particularly described in Deeds dated February 19, 2003 and September 30, 2003 and recorded in the Office of the Recorder of Deeds for Cumberland County, Pennsylvania in Record Book 255, Page 4245, and Record Book 259, Page 3673, respectively (collectively, the "Property").

B. Declarant intends to create a flexible planned community with respect to a portion of the Property, to be known as Brandywine, A Planned Community (the "Planned Community") pursuant to a Declaration of Covenants and Restrictions for Brandywine, A Planned Community, intended to be recorded subsequent to the recording of this Declaration (as amended from time to time, the "Planned Community Declaration").

C. Declarant intends to create a flexible condominium with respect to the remaining portion of the Property, to be known as The Courts at Brandywine, A Condominium (the "Condominium") pursuant to a Declaration of Condominium of The Courts at Brandywine, A Condominium, intended to be recorded subsequent to the recording of this Declaration (as amended from time to time, the "Condominium Declaration").

D. A Preliminary Subdivision and Land Development Plan for the Village of Brandywine (the "Preliminary Plan") depicting both the Planned Community and the Condominium was approved by the Hampden Township Board of Commissioners at a meeting held on May 29, 2003. The Preliminary Plan has not been recorded.

E. A Final Subdivision and Land Development Plan for the Village of Brandywine Phase 1 / 2A was recorded in the Office of the Recorder of Deeds for Cumberland County, Pennsylvania, in Plan Book 89, Page 39 and revised by a plan recorded in Plan Book 90, Page 42 (together, the "Phase 1 / 2A Plan"). Phase 1 refers to the first subdivision/land development phase of the Planned Community. Phase 2A refers to the first subdivision/land development phase of the Condominium.

F. A Minor Subdivision Plan for Lots 122 and 123 of the Village of Brandywine was recorded in Cumberland County Plan Book 89, Page 98, and revised by a plan recorded in Plan Book 90, Page 41 (together, the "Minor Subdivision Plan"). The Minor Subdivision Plan created subdivided lots within that portion of the Property upon which the Condominium will be constructed.

G. Any land added to the Planned Community or Condominium as Additional Real Estate, as that term is defined in the Planned Community Declaration or Condominium Declaration, respectively, shall be subject in all respects to the provisions of this Declaration.

H. Unit owners' associations shall be created to administer the affairs of the Planned Community and of the Condominium (individually, the "Planned Community Association" and the "Condominium Association" and collectively, the "Associations").

I. Declarant wishes to create certain easements with respect to the Property as more particularly set forth below.

NOW THEREFORE, with intent to be legally bound, the Declarant hereby declares, grants, conveys and creates the following easements, and the Property and all portions thereof shall be held, conveyed, encumbered, leased, occupied, used and improved subject to the easements, requirements, standards, covenants and agreements set forth herein:

1. Bicycle/Pedestrian Path Easement.

1.1 As required by Hampden Township, Declarant shall construct a Bicycle/Pedestrian Path (the "Bike Path") within the sixty (60) foot wide Rivendale Boulevard right of way area through the Planned Community and the Condominium and within the fifteen (15) foot wide Bike Path easement area situated partly on Unit 14 and partly on Unit 15 of the Planned Community (together, the "Bike Path Easement Area"), as depicted on the Preliminary Plan, as the same may be amended from time to time. An easement is hereby created upon the Bike Path Easement Area and granted for the benefit of the Planned Community, the Condominium, the Unit Owners, occupants and residents of both communities, and others, for the purpose of enjoying proper recreational activities upon the Bike Path in accordance with the Rules and Regulations set forth on Exhibit "A" attached hereto and made a part hereof, as the same may be amended jointly by the Associations from time to time (the "Bike Path Rules and Regulations").

1.2 The Planned Community Association shall be responsible for maintaining, repairing and replacing the Bike Path (the "Bike Path Maintenance"), and the Planned Community Association and Condominium Association shall be jointly responsible for operating the Bike Path, including enforcing the Bike Path Rules and Regulations. The costs of the Bike Path Maintenance and all other costs associated with operating the Bike Path, including insurance premiums, if any (collectively, the "Bike Path Costs"), shall be paid by the Planned Community Association, and the Condominium Association shall be responsible for promptly reimbursing the Planned Community Association for Fifty Percent (50%) of all such Bike Path Costs upon receipt of invoices from the Planned Community Association, which invoices shall be provided no less frequently than annually and no more frequently than quarterly.

2. Signage and Lighting Easements. Monument or other similar signs identifying the Planned Community and Condominium, and lighting associated with such signage (collectively, the "Signage"), may be constructed upon the Common Elements of the

Condominium near the intersection of Rivendale Boulevard and Good Hope Road and on the Common Elements of the Planned Community near the intersection of Rivendale Boulevard and Jerusalem Road (collectively, the "Signage Easement Areas") in accordance with the provisions of the Planned Community Declaration, the Condominium Declaration, the Preliminary Plan, as amended from time to time, and all applicable Hampden Township ordinances. A reciprocal easement is hereby created and granted in favor of and against the Planned Community Association, on the one hand, and the Condominium Association, on the other hand, to those portions of the Signage Easement Area located upon the property of the other which are necessary for the construction, maintenance and normal and proper usage of the Signage. The Associations shall be jointly responsible for the operation, maintenance, repair and replacement of the Signage and shall share equally in all costs associated therewith.

3. Assignability. Declarant and it successors in title shall have the right to transfer, convey and assign any or all of its right, title and interest under this Declaration; provided that such transferee, grantee or assignee shall take such rights subject to all obligations appurtenant thereto also contained herein.

4. Successors and Assigns/Covenants Running with the Property. The rights, easements and obligations set forth herein shall inure to the benefit of and shall bind the Declarant, its successors in title to the Property and assigns, and the provisions of this Declaration are, and shall be, covenants running with the Property.

5. Severability. If any term or provision or portion thereof of this Declaration, or application thereto to any person or circumstance, is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

6. Amendment. This Declaration shall not be altered, changed or modified in any respect, except by a written instrument executed by Declarant, its successors in title or assigns.

IN WITNESS WHEREOF, the Declarant, intending to be legally bound hereby has duly executed this Declaration, as of this _____ day of _____, 2005.

ATTEST/WITNESS:

FISHING CREEK VALLEY ASSOCIATES, L.P.
By: REY, INC., its Managing General Partner

By_____
Name:
Title:

By_____
Richard E. Yingst, Jr., President

COMMONWEALTH OF PENNSYLVANIA :
: SS:
COUNTY OF _____ :

On this, the _____ day of _____, 2005, before me, a Notary Public, the undersigned officer, personally appeared Richard E. Yingst, Jr., who acknowledged himself to be the President of REY, INC., a Pennsylvania corporation (the "Corporation"), said Corporation being the Managing General Partner of FISHING CREEK VALLEY ASSOCIATES, L.P., a Pennsylvania limited partnership (the "Partnership"), and that he as such officer, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the Corporation by himself as such officer in the Corporation's capacity as Managing General Partner of, and as authorized by, the Partnership.

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

_____
Notary Public

(SEAL)

My Commission Expires:

Exhibit "A"

Bike Path Rules and Regulations

1. The Bike Path shall be used only for proper recreational activities as determined from time to time by the Planned Community Association and the Condominium Association Proper recreational activities shall mean and be restricted to walking, jogging, in-line skating, bicycling and other similar activities at reasonable times and in a reasonable manner so as not to create a nuisance or unreasonably disturb the owners and occupants of Units within the Planned Community and/or the Condominium. The use of motorized recreational vehicles such as scooters, motorcycles, snowmobiles and all-terrain vehicles (ATVs), and the use of skateboards shall be strictly prohibited upon the Bike Path, except that motorized scooters and similar devices for mobility-impaired individuals shall be permitted. No unlawful, immoral, improper, noxious or offensive activity shall be conducted upon the Bike Path, nor shall any disturbing or loud noises be permitted. Bike Path users shall keep the volume of any radio, CD player or similar device sufficiently reduced at all times so as not to disturb other Bike Path users or owners and occupants of the Planned Community and/or the Condominium.

2. All garbage and trash shall be disposed of in proper receptacles in accordance with all applicable regulations of Hampden Township and any other governmental entity with jurisdiction over the Bike Path.

3. No personal property, including bicycles, shall be left unattended on the Bike Path. All personal property placed on any portion of the Bike Path shall be at the sole risk of the owner of such personal property, and the Associations shall in no event be liable for the loss, destruction, theft or damage to such personal property.

4. No animals except orderly domestic pets, may be walked upon the Bike Path. All pets must be leashed and under the control of the pet owner at all times and no nuisance behaviors shall be permitted. Nuisance behaviors shall include, but not be limited to, unreasonable crying, barking, unhygienic offensiveness and aggressiveness.

5. All pets walked upon the Bike Path must be licensed and inoculated as required by law. Pet owners shall be fully responsible for all personal injuries and/or property damage caused by their pets.

6. All pet owners shall immediately clean up, remove and discard in a proper receptacle all animal excrement produced by their pets.