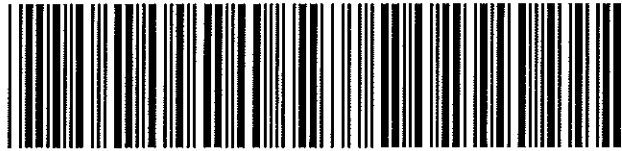


Recorder Of Deeds Header Page



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BROKERHOFF HEIGHTS HOA
PO BOX 71
BELLEFONTE PA 16823



R 02067-0285 Oct 25, 2010
BROCKERHOFF HEIGHTS II SUBDIVISION
BROCKERHOFF HEIGHTS II SUBDIVISION

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DEC 14 pds

RECORDED OF DEEDS

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ENV

DECLARATION OF RESTRICTIVE COVENANTS, RESERVATIONS, AND EASEMENTS FOR ALL PHASES OF THE BROCKERHOFF HEIGHTS II SUBDIVISION SPRING TOWNSHIP, CENTRE COUNTY, PENNSYLVANIA

History

The Brockerhoff II Subdivision was created by Brockerhoff II, Inc. in 1993. The Subdivision was created by the approval of that certain subdivision plan recorded June 2, 1993, in Centre County Plat Book 46, pages 97-102, being Phase I. Subsequent approved phases include Phase IA (PB 48-97), Phase II (PB 48-97), Phase IIIA (PB 54-156), Phase IIIB (PB 62-57), Phases V & VI (PB 67-65), and Phase IV (PB 80-141). A number of the Declarations recorded for subsequent phases refer to a plat book 96, page 97-102. That reference is inaccurate; the correct reference is plat book 46, page 97-102.

The Developer recorded the initial Declaration of Restrictive Covenants in 1993 shortly after the Phase I plan was recorded. The original Declaration of Restrictive Covenants, Reservations, and Easements document was recorded on August 11, 1994, at Record Book 773, page 973. The Declaration was re-recorded in almost verbatim language as each additional phase was approved. Hence, a Declaration for Phases I, II, and III was recorded on February 4, 1998 (RB 976-430), Phase I, II, IIIA, and IIIB on September 13, 2000 (RB 1180-937), and Phases I, II, IIIA, IIIB, V, & VI on January 21, 2003 (RB 1466-380). A First Amendment to include the description for Phase IV was recorded March 3, 2008 (RB 2005-963), and a Second Amendment to include the legal description for Phase IA was recorded April 17, 2009 (RB 2032-257).

By a letter dated April 8, 2009, notice was given to Brockerhoff Heights II Subdivision lot owners that the Developer, Brockerhoff Acquisition Group, Inc., had completed the work for all phases of the Brockerhoff Heights II Subdivision and the Brockerhoff II Homeowners' Association was to be transferred to the lot owners effective April 21, 2009. At a subsequent meeting on June 10, 2009, of the Brockerhoff Heights II Homeowners' Association, hereinafter referred to as the "Association," a five-member Board of Directors was elected. This Board of Directors, hereinafter referred to as the "Board," now and subsequently acts as the assigned successor of the Developer with regard to maintaining, modifying, amending, and enforcing any and all of this Declaration's restrictions, covenants, conditions, reservations, and easements contained herein. The Board manages the affairs of the Brockerhoff Heights II Homeowners' Association as detailed in this Declaration and the "Bylaws of the Brockerhoff Heights II Homeowners' Association," hereafter referred to as the "Declaration" and "Bylaws" respectively.

Declaration

The real estate that is subject to these restrictions, covenants, conditions, reservations, and easements is for all phases of the development known as the Brockenhoff Heights II Subdivision (hereinafter referred to as the "Subdivision") and is recorded in the Office of the Recorder of Deeds in and for Centre County, Pennsylvania, in Plat Book 46, Page 97-102, on the second day of June, 1993. The Developer was Brockenhoff II, Inc., also known as Brockenhoff Acquisition Group, Inc., a Pennsylvania Corporation, hereinafter referred to as the "Developer."

This amended Declaration, made by the Board of Directors of the Brockenhoff Heights II Homeowners' Association, Inc., in Spring Township, Centre County, Pennsylvania, on the first day of October, 2010, supersedes any and all Declarations of restrictive covenants, reservations, and easements for all phases of the Subdivision. Each lot in the Subdivision shall be conveyed under and subject to the following restrictions, covenants, conditions, reservations, and easements, which shall be construed as covenants running with the land, and each Grantee, by acceptance of the deed for a lot in the Subdivision, on behalf of itself, its executors, administrators, heirs, and assigns, agrees to keep and perform.

All owners or purchasers of lots within the Brockenhoff Heights II Subdivision (herein referred to as "lot owners") shall automatically and necessarily become members of the Brockenhoff Heights II Homeowners' Association.

Being a part of Spring Township, it is hereby understood that the laws, covenants, ordinances, and regulations of the Township also bind the residents and lot owners of the Brockenhoff Heights II Subdivision.

1. Each lot owner in the Brockenhoff Heights II Subdivision shall erect a single family residence, and in addition to the residential dwelling that may be erected or maintained, any attached or integral garage for at least one (1) automobile. No additional construction of any other structures, outbuildings, or appurtenances is permitted on lots in the Subdivision unless the lot owner: (a) submits a written request and accompanying plans for the construction to the Board and (b) secures approval in writing from the Board prior to beginning any such construction. Any such other structures, outbuildings, or appurtenances must be the same external color as the principal structure, and shall occupy an area no greater than five hundred (500) square feet.
2. All setbacks for structures approved and to be erected must conform to those required by Spring Township zoning ordinance.

3. No tent (except children's tents), shack, garage, barn, or other structure of a temporary or permanent nature, whether used for dwelling purposes or not, shall be constructed, placed, or allowed on a lot in the Subdivision unless the lot owner: (a) submits a written request and accompanying plans for the structure to the Board and (b) secures approval in writing from the Board for the structure.
4. No lot may be used as a means of access or egress to or from any other real estate, except with the specific written approval of the Board, its designated agents, successors, or assigns.
5. Home occupations or professional offices may be conducted or maintained so long as there are no more than two (2) employees on the premises and the conduct of the business is in compliance with the municipal zoning laws of Spring Township.
6. No unlicensed, unregistered, or inoperable motor vehicle shall be kept on any lot in the Subdivision for a period in excess of twenty-one (21) days unless such motor vehicle shall be at all times garaged.
7. No dwelling may be occupied until it is one hundred percent (100%) completed or as may be determined by the Board or its designated agents.
8. Each lot owner must provide for off-street parking. Driveways and any additional areas for off-street parking (e.g., a graveled parkway area, as suggested by item #9 below) are to be mud-free. Parking is not permitted on the Association's Common Areas. Parking is not permitted on the cul-de-sac islands within the development.
9. The parkway area adjacent to the cartway of any street abutting the premises of a lot owner shall be maintained at all times by the lot owner in a neat and pleasing appearance (e.g., with gravel for off-street parking or landscaped and planted as a garden), as determined by the Board.
10. Except as allowed by FCC regulations, no antennae of any kind may be fastened to the chimney or any part of the building or other structures on the lot, nor may any free-standing antennae or satellite dishes be placed on the lot unless the lot owner: (a) submits a written request and accompanying plans for the type and height of the antennae structure and its location on the lot to the Board and (b) secures approval in writing from the Board prior to beginning any such placement. No antennae of any kind that is microwave or shortwave and interferes with the reception of the neighbors shall be permitted unless the lot owner: (a) submits a written request and accompanying plans for the antennae to the Board and (b) secures approval in writing from the Board prior to beginning any such installation.
11. Clotheslines, racks, or other devices for outdoor drying of laundry shall be prohibited from the front and side yards.

12. No lot owner shall permit to exist on any lot a track used for motorcycles, snowmobiles, all terrain vehicles, three wheelers, four wheelers, or similar recreational vehicles. The operation of such vehicles shall be done in such a manner to avoid excessive noise and not constitute a nuisance to any other lot owner. Unlicensed motor vehicles are not permitted to be driven on the roadways.
13. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot. Dogs, cats, or other household pets are allowed provided they are not kept, bred, or maintained for any commercial purpose.
14. No dog houses, kennels, barns, swimming pools, storage sheds, or other outbuildings or structures may be erected on the lot unless the lot owner: (a) submits a written request and accompanying plans detailing the type, size, and/or style of the structure and its location on the lot to the Board and (b) secures approval in writing from the Board prior to beginning any such construction or placement.
15. A boat, trailer, recreational vehicle, or similar conveyance may be kept at the rear of each lot, shielded and screened from the front of any such lot. The placement must have a prepared and designated parking area in order that it not be observable from the front of the lot. A boat, trailer, recreational vehicle, etc., cannot be parked or stored in a manner so that it is visible from the front of the lot, except for temporary purposes (i.e., for a period of less than two weeks). For situations requiring a longer duration, the lot owner must: (a) submit a written request to the Board explaining why a longer time period is needed and (b) secure approval in writing from the Board prior to the end of the initial less-than-two-week period.
16. The building and landscaping of any house, garage, driveway, or other approved structure must be completed within twelve (12) months from the beginning of its construction, or the Board has the right to finish the project and assess the lot owner for all expenses incurred plus a penalty of twenty percent (20%) of the original cost of said project. The lot owner agrees to pay the same and permits and authorizes the Board to enter a mechanics' lien on the lot pursuant to this paragraph without the necessity of institution of any legal proceedings. Completed driveways must have a black top or concrete surface.
17. No structure shall be erected, altered, or placed upon the lot, and there shall be no landscaping or grading of the lot until a complete set of plans and specification for the same and a site plan shall first have been furnished to the Board, its designated agents, successors, or assigns at least thirty (30) days prior to the construction, and such plans have been approved in writing by the Board, its designated agents, successors, or assigns. Lot owners further agree that no changes shall be made in

said approved plans and specifications without first having obtained the written approval of the Board, its designated agents, successors, or assigns.

18. The minimum finished square footage of living space of all dwelling houses, excluding basements and garages, must be at least one thousand one hundred (1,100) square feet for Phase I, at least one thousand three hundred (1,300) square feet for Phase II, at least one thousand five hundred (1,500) square feet for Phase IIIA, at least one thousand six hundred (1,600) square feet for Phase IIIB, and at least one thousand five hundred (1,500) square feet for any and all subsequent phases, subject to the Board's exclusive right to waive such provision in its absolute discretion, and such waiver decision shall be final.
19. All site plans, which shall be submitted for approval to the Board, shall show the following:
 - a. Existing topography;
 - b. Outline of proposed structures and finished floor elevations, including as well, locations relative to property lines;
 - c. Proposed sidewalks, driveways, and other areas designated for off-street parking;
 - d. Clearing lines around structures, sidewalks, driveways, and other areas designated for off-street parking;
 - e. Proposed drainage control on each lot;
 - f. The scale of the plan is to be one inch (1") equals fifty feet (50');
 - g. Finished grade contours and spot elevations for all graded areas; and
 - h. Erosion control measures that shall be constructed to control water run-off until new ground cover is established.
20. The exterior of all houses and other structures, the yards of all houses, and the sidewalks, driveways, and off-street parking areas of all houses must be kept in a neat and pleasing appearance at all times, as determined by the Board. This includes, but is not limited to: (a) keeping the lot free of debris, (b) grass no higher than six inches (6"), and (c) good general housekeeping.
21. Except when placed at the edge of the roadway for weekly trash pickup, all trash, garbage, and refuse shall be stored in covered metal or plastic receptacles, concealed from view by an enclosure, screening, or other method as approved in writing from the Board.
22. Lot owners shall refrain from creating a nuisance by odor, noise, smell, excessive light, or other activity(ies), and shall refrain from meat cutting and deer processing activity upon the premises.

23. Vacant lots are to be kept tidy and presentable at all times. This includes, but is not limited to: keeping the lot free of debris, and grass and weeds no higher than twelve inches (12"). The cutback is to be up to and including twenty feet (20') from the roadway. Dumping grass clippings, branches, debris, waste, trash, garbage, or other refuse in vacant lots by anyone is not permitted. For exceptions for purposes of fill, composting, etc., the lot owner must: (a) submit a written request to the Board describing the materials to be dumped and the purpose the materials will serve and (b) secure approval in writing from the Board prior to commencing such dumping.
24. Each lot owner must place on the front of their developed lot a pole lamp of at least five feet (5') in height, which shall contain an operating dusk-to-dawn light of not less than 600 lumens of light output. Such pole lamps that are not lit from dusk to dawn for any reason must be repaired or otherwise made operable and lit from dusk to dawn within ten (10) days or a penalty of \$25.00 per day will be assessed.
25. Any exposed building exterior concrete or cement blocks must be covered with stucco or other surface covering, such as brick, as approved in writing by the Board. The exterior walls of the houses in the Subdivision shall have brick, wood, stone, vinyl siding, or other material as approved in writing by the Board. Soffits and fascia, windows, doors, gutters, downspouts, and roofs may be of a different material as approved in writing by the Board.
26. Neither the Brockerhoff Heights II Homeowners' Association, the Board, nor its designated agents, successors, or assigns, shall be liable for damages to anyone who submitted any plans or requests for approval, or to any lot owner or person or persons affected by these covenants by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval of, disapproval of, or failure to approve any such plans or requests. Every lot owner or person who submits any plans or requests for approval to the Board or its designated agents, successors, or assigns agrees, by submission thereof, and every lot owner or person agrees by acquiring title thereto, that she/he will not bring any such action or suit to recover any such damages.
27. The Board shall have the sole express power and the rights to create, communicate information about, and collect annual and special assessments for use by the Board to carry out the business of the Brockerhoff Heights II Homeowners' Association. The Board shall have the express power and the rights to develop, communicate, and implement procedures for enforcing this Declaration and to create, communicate information about, and at its sole discretion take actions and/or assign penalties and/or collect fees for infractions of this Declaration. Such communications, actions, and collections can be carried out by the Board or by its designated agents. Any

such assessments, fees, or penalties are secured by a continuing lien on the lot against which the assessment is made. Any assessment, fee, or penalty that is not paid when due shall be considered delinquent. If an assessment, fee, or penalty is not paid within thirty (30) days after the due date, the amount due shall be increased by interest calculated from the date of delinquency at the rate of twelve percent (12%) per annum. The Board may bring an action at law against the lot owner(s) obligated to pay the amount due or foreclose the lien against the lot, and the interest, costs, and reasonable attorney fees of the action shall be added to the amount due from the lot owner(s). No lot owner may waive or otherwise escape liability for the annual and special assessments by nonuse of the Association's Common Areas or abandonment of her or his lot.

The Board shall have the express power and the right to enjoin the construction of any structure or other improvements and/or to order the removal of any structure or improvement on any lot where written approval for said construction or other improvement shall not have been obtained in full and strict compliance with the provisions of all restrictions, covenants, conditions, reservations, and easements herein, and to such other remedies as are available or appropriate to the Board in law or in equity.

28. All lot owners shall refrain from interfering with the natural drainage courses and swales along the roadways and property lines as the Board, its designated agents, successors, or assigns, and/or Spring Township deems necessary. Upon installation of a driveway upon any of the lots in the Subdivision, it shall be the responsibility of the lot owner to install an acceptable culvert or a natural drainage-way if such is deemed necessary by the township or any other governmental agency or authority, and the expense of such installation shall be the lot owner's responsibility.
29. At no time shall any lot be stripped of its topsoil, except to the extent necessary for approved construction, and/or allowed to go to waste, or be dumped upon it, and the Board and its designated agents and machinery shall have the right to enter upon any lot for the purpose of removing trash, mowing, cutting, cleaning, or pruning the lot if the lot owner permits the same to become unsightly, or if in the opinion of the Board, the same detracts from the overall beauty, setting, and safety of the Subdivision, and to assess the lot owner for all charges incurred along with a penalty fee of twenty percent (20%) of the charges incurred. No fill, dirt, or topsoil shall be removed from Brockerhoff Heights II Subdivision without the express written approval of the Board. The Board's decision in any of these matters is absolute and without recourse, and by acceptance of a deed, the owner of the said lot agrees to the condition, and the recording of these Declarations is sufficient notice. The lot owner further agrees that in the event the lot owner must take any necessary

action(s) as set forth in this paragraph, the Board may enter judgment and place a mechanics' lien on this lot for the charges set forth herein.

30. It is expressly reserved unto the Board, its designated agents, successors, or assigns, all necessary easements and rights of way for passage of surface and subsurface water for drainage or otherwise, over and under each and every lot notwithstanding the expiration of covenants after twenty (20) years, and that this reservation shall run in perpetuity with the land. Nothing in this paragraph shall be interpreted as imposing any duty or obligation on the Board or its designated agents, successors, or assigns, to provide the passage of surface and subsurface water drainage.
31. There is expressly reserved unto the Board, its designated agents, successors, and assigns, all necessary easements and rights of way for installation and maintenance of utilities, streets, walks, municipal improvements, and quasi-utilities.
32. Each lot owner agrees that the Board and its designated agents, successors, and/or assigns, shall at all times have the right of access, egress, ingress and regress on any portion or part or all of any lot for the purpose of the installation or repair of any utilities, streets, walks, municipal improvements, and quasi-utilities on said easements. Nothing in this paragraph shall be interpreted to impose any duty or obligation on the Board to install said streets, walks, municipal improvements, and quasi-utilities.
33. Damage to any part or portion of any cartway easements or right-of-way precipitated by the acts or omissions of any lot owner shall be immediately corrected in such manner so as to restore such easement or right-of-way to its previous condition. The responsibility of a lot owner to restore an easement or right-of-way to its previous condition shall extend to any damages caused by trucks or other construction vehicles operated or contracted for by the lot owner. If the lot owner does not act promptly to restore such easement or right-of-way, the Board shall have the right to perform or have performed such restoration work, and the lot owner shall be required to reimburse the Board for expenses incurred by the Board or its designated agents, successors, or assigns in having such restoration work performed.
34. Two (2) Bradford pear trees of at least one and one-half inch (1½") in diameter shall be planted and maintained in the front yard, approximately five feet (5') from the right-of-way, within one (1) year from the beginning of construction on a lot. The trees are to be located as shown on the site plan when submitted to the Board for written approval. In cases where trees have not been planted and maintained within the timeframe designated herein, or in cases where trees have died and not been replaced, the Board reserves the right: (a) to plant the trees or have them planted by

- its designated agents at the cost of the installation plus a twenty percent (20%) penalty, or (b) to assess a penalty of \$25.00 per day until the trees are planted.
35. All fees assessed by any municipal water authority or any sewer authority shall be the sole responsibility of the lot owner.
36. In anticipation of the sale or transfer of a lot and prior to closing, the current lot owner must provide the buyer or intended recipient of the lot with a copy of the current "Bylaws of the Brockerhoff Heights II Homeowners' Association" and a copy of this "Declaration of Restrictive Covenants, Reservations, and Easements for All Phases of the Brockerhoff Heights II Subdivision."

Upon completion of a sale or transfer of a lot, the former lot owner must provide the Board with the name, address, and contact information of the new lot owner. The new lot owner shall contact the Board in writing within thirty (30) days of the purchase or receipt of a lot to confirm contact information and receipt of the aforementioned documents. The new lot owner shall automatically and necessarily become a member of the Brockerhoff Heights II Homeowners' Association. The mailing address for the Board is:

Brockerhoff Heights II Homeowners' Association
P.O. Box 71
Bellefonte, PA 16823

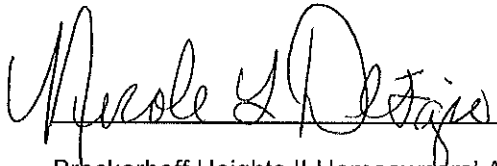
37. All lots may be subject to storm water management easements. The intent of the easements and the restrictions is to preserve the function and capacity of the storm water detention facilities, if any, and provide for their maintenance. Within the easement for storm water management facilities, the following restrictions shall apply:
- a. Land or water within the storm water management easement may be used for noncommercial horticultural and recreational purposes.
 - b. No wall structures may be placed within the easements. Picnic shelters firmly anchored with a roofline of a minimum of one foot (1') higher than the desired 100-year water level, having no walls, may be placed in the easements.
 - c. No modifications to the ground surface that may affect the storage volume of the detention facility shall be permitted.
 - d. No fences, walls, or plantings that may impede, retard, or change the flow of water or collect debris carried by such water shall be permitted.
 - e. Outdoor storage of materials that are buoyant, flammable, or explosive is not permitted.
 - f. The outlet structure from the facility shall be kept clear at all times.

- g. Lot owners shall be responsible for maintenance of vegetation and any allowed structures not pertaining to storm water functions within the easements.
 - h. The Board shall be responsible for enforcement of restrictions within the easements and maintenance of facilities not specifically assigned to the Developer or to any lot owner(s).
 - i. Lot owner(s) shall allow the municipality access to the storm water management facilities at all times for the purposes of patrol, inspection, maintenance, or pest control if necessary. The Brockerhoff Heights II Homeowners' Association shall be responsible for any cost associated with the same.
 - j. These restrictions are deemed to be restrictions running with the land and shall be binding on all subsequent lot owners.
38. The Association's Common Areas may not be altered by cutting, removing, or otherwise damaging live trees or plants, removing earth, dumping or adding of any matter, pumping water, damage from motorized vehicles, or any other methods that may be deemed by the Board to be harmful to the current and/or future natural state of the land. In the event that a lot owner or other party wishes to temporarily or permanently alter or use any land owned by the Association – including detention ponds, lots, and other Common Areas – for any purpose, that person is required to submit a written request to the Board and secure approval in writing from the Board prior to any such use. The written request must detail the planned use of the land; any potential damage that may occur to any flora, fauna, and/or structures on the land; contingency strategies; cleanup; and any other pertinent information. The Board reserves the right to permit or deny any such request at its sole discretion, and the Board may ask for additional information from the lot owner prior to ruling.
39. The Board shall have the right to grant and convey all of its rights to enforce these restrictions, covenants, conditions, reservations, and easements to any other person or persons or their nominees, successors, and assigns. Upon conveyance and grant, the person or persons or their nominees, successors, and assigns, shall have and shall succeed to all rights and duties with the same power(s) as the Board.
- Similarly, the Board shall have the right to grant and convey any or all of its rights to modify, amend, or enforce these restrictions, covenants, conditions, reservations, and easements to any other person or persons or their nominees, successors, and assigns. Upon conveyance and grant, the person or persons or their nominees, successors, and assigns, shall have and shall succeed to all rights and duties with the same power(s) as the Board.

40. The invalidity of any one of these restrictions, covenants, conditions, reservations, or easements by judgment or court order shall in no way affect the validity of other provisions, which shall remain in full force and effect.
41. The terms "Developer," "Board," and "lot owner" wherever used herein shall include also the respective heirs, executors, administrators, successors, personal representatives, its designated agents, or assigns, so that the rights, privileges, and obligations of these covenants shall extend to and be binding upon the parties hereto and their respective heirs, executors, administrators, successors, personal representatives, designated agents, and assigns. The term "lot owner" shall be deemed and taken to mean each and every lot owner to be the same one or more.
42. These restrictions, covenants, conditions, reservations, and easements shall run with the land and shall remain in full force and effect for a period of twenty (20) years from the completion of the last dwelling house in the last phase of the Brockerhoff Heights II Subdivision; but all reservations, exceptions, easements, and rights of way shall be in perpetuity. The Board reserves the right to extend this period of enforcement of restrictions, covenants, conditions, reservations, and easements prior to the conclusion of the above specified twenty-year period.
43. The Board, its assigns, and successors in interest shall have the unilateral right to modify or amend any or all of the covenants contained herein without the permission of or prior notice being given to any of the lot owners. Such modifications or amendments shall be communicated to the members of the Association in a timely manner.
44. Any waivers or approved exceptions to the covenants contained herein granted in writing by the Developer prior to April 8, 2009, or subsequently approved in writing by the Board, cannot be arbitrarily rescinded or revoked by later action of the Developer or the Board.
45. Should any item contained in this document be violated, a penalty of \$25.00 per day per violation may be assessed to the lot owner where such violation occurs, preceded by a written notice instructing the owner to resolve such violation within ten (10) days of notice without penalty. In addition to or as an alternative to any fine imposed on violations to the restrictive covenants contained in this document, the Board reserves the right to resolve or assign designated agents to resolve a violation at cost plus a twenty percent (20%) penalty.
46. The Board recognizes that some provisions of earlier versions of the Declaration were not consistently upheld or enforced by the Developer prior to turning the Association over to the lot owners in April 2009. In order to be fair to lot owners who have met the requirements of the Declaration, and to allow adequate opportunity for

those not yet in compliance, the Board is extending at its sole discretion the deadline for completion of requirements that involve significant installation costs – including, for example, but not limited to the paving of driveways and planting of pear trees – until one (1) year from adoption of this amended Declaration by the Board and its communication to all Association members. Violations after this deadline will be dealt with as specified in the Declaration, including item #45 above. This extension does not apply to requirements considered to be normal maintenance and housekeeping, such as but not limited to the mowing of lawns and the illumination of pole lamps between dusk and dawn.

IN WITNESS WHEREOF, as per a vote of the Board, the President has caused the execution of these presents this 22nd day of October, 2010.

A handwritten signature in black ink, appearing to read "Nicole L. DeFazio", is written over a horizontal line.

Brockerhoff Heights II Homeowners' Association, Inc.

Nicole L DeFazio, President

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF CENTRE

On this, the 22nd day of October, 2010, before me, a Notary Public, personally appeared Nicole L DeFazio, as President of Brockerhoff Heights II Homeowners' Association, Inc., who acknowledged that she is authorized to execute the foregoing instrument on behalf of Brockerhoff Heights II Homeowners' Association, Inc., and who is known to me or satisfactorily proven to be the person whose name is subscribed to said instrument, and who acknowledged that he executed the same for the purposes therein contained.

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



