

NEW BRITTANY II, A PLANNED COMMUNITY

**DECLARATION OF RESTRICTIONS
COVENANTS AND CONDITIONS**

THIS DECLARATION, made this 27th day of January, 2003, by **KIGNSLEY EQUITIES II LIMITED PARTNERSHIP**, a limited partnership organized and existing under the laws of the Commonwealth of Pennsylvania with offices at 6259 Reynolds Mill Road, Seven Valleys, Pennsylvania 17360 (hereinafter "Developer").

WITNESSETH:

WHEREAS, Developer is the owner of a certain tract of land situate, lying and being in the Township of Manchester, County of York, Commonwealth of Pennsylvania, as shown on a Final Subdivision Plan Phase I Beshore/New Brittany II Open Space Residential Development prepared by LSC Design, Inc., dated October 2, 2000, bearing Job Number 1001-905, and recorded in the Office of the Recorder of Deeds in and for York County, Pennsylvania, in Plan Book SS; Page 3 ("Plan"), as more fully set forth and described on Exhibit "A" attached hereto (hereinafter the "Property");

WHEREAS, Developer intends to develop the Property for single family residential purposes; and

WHEREAS, Developer wishes to submit the Property to the terms of this Declaration as planned community under the provisions of the Pennsylvania Uniform Planned Community Act, 68 Pa CSA § 5701, *et seq* (the "Act") and to make known and declare certain restrictions, covenants and conditions applicable to the Property.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that Developer does hereby covenant and declare that it shall hold and stand seized and shall convey the lands composing the Property subject to the following restrictions, covenants and conditions which shall run with the land composing the Property and shall be binding upon Developer, its successors, partners, employees and assigns and upon all land included within the Property as described on Exhibit "A," which restrictions, covenants and conditions are hereby imposed for equal benefit of each owner of each and every lot of ground situate in the Property.

I. SUBMISSION AS PLANNED COMMUNITY

A. **Declarant: Submission.** Developer, as declarant, hereby submits the Property, including all easements, rights and appurtenances and any buildings or improvements erected or to be erected thereon to the provisions of the Act and hereby creates with respect to the Property, a planned community to be known as New Brittany II, a Planned Community.

B. **Lots, Maximum Number Permitted.** The individual building lots on the Plan (hereinafter referred to individually as "Lot" and collectively as "Lots") constitute units of a planned community within the meaning of the Act. The maximum number of Lots which may be created from the Property shall be thirty (30), identified on the Plan as Lots No. 58 through 87

II. ARCHITECTURAL REQUIREMENTS AND CONTROLS

A. **Design Review and Approval.**

1. **Design Review Committee.** Developer shall appoint a committee for the purpose of reviewing and approving or rejecting plans and specifications for building and site design on the Lots included in the Property.

a. **Purpose and Membership.** The aforesaid committee shall be known as

the Design Review Committee ("Committee")

and shall be composed of three (3) members designated and appointed from time to time by Developer. A majority of the Committee may designate in writing one member to act on behalf of the Committee. Any vacancy on the Committee shall be filled by appointment by Developer or, if Developer fails to make such an appointment within sixty (60) days after learning of such vacancy, by the remaining member or members of the Committee. No member of the Committee shall be entitled to any compensation by reason of membership on the Committee. Any member of the Committee appointed by Developer may be removed by Developer at any time in the sole exercise of Developer's discretion.

b. Transition to Lot Owner Control. Upon the earlier of (i) twenty (20) years from the date this Declaration is recorded in the Office of the Recorder of Deeds in and for York County, Pennsylvania, or (ii) the sale and erection of dwelling houses upon one hundred percent (100%) of the Lots, the Committee shall be chosen by owners of the Lots, in accordance with the procedure set forth in this sub-paragraph b. Developer shall notify the owners of all Lots ("Lot Owners") by a writing sent by first class mail to the last known addresses of such Lot Owners of the occurrence of either of the events specified in clauses (i) or (ii) of the first sentence of this subparagraph b.

Such notice shall state the time and place of a meeting to be held among Lot Owners for the purpose of the election of members of the Committee. Each Lot Owner shall be entitled to one vote at such meeting for each Lot owned by such Lot Owner. Three members shall be elected to the Committee at said meeting and shall serve for a term of two (2) year or until their successors are duly chosen at a subsequent meeting. Following the initial meeting of Lot Owners as described above, the Lot Owners shall elect members to the Committee at the annual meeting of the New Brittany II Homeowners Association, as provided in the ByLaws of said Association.

c. Termination. Twenty-five (25) years after the recording of this Declaration, the Committee shall cease to exist and the provisions of this Article II shall be terminated and without force and effect. Notwithstanding the foregoing, unless changed or terminated as provided in Section C of Article VI hereof, all other provisions of this Declaration shall continue in full force and effect.

2. **Review and Approval Required.** Before the commencement of construction of any structures or other improvements on any Lot or any portion of the land included in the Property, all plans and specifications pertaining to building and site design and the construction of any such improvements, including subsequent additions and alterations or site improvements, shall be subject to review and prior

written approval by the Committee. All decisions of the Committee shall be final and not subject to review by any court, unless clear and convincing evidence shows that the Committee willfully and arbitrarily violated this Declaration in rendering any such decision. Construction shall be performed only in accordance with the plans and specifications actually approved by the Committee.

3. Construction and Design Considerations. In deciding to approve or disapprove any proposed improvements or construction, the Committee shall consider the aesthetic aspects of the architectural design of any structure, the placement of any structure on a Lot, landscaping, color schemes, exterior finishes and the location, kind and quality of other improvements in the vicinity of the proposed construction or improvements.

4. Contents of Plans. All plans shall be submitted to the Committee, c/a Kinsley Properties, 6259 Reynolds Mill Road, Seven Valleys, Pennsylvania 17360, and shall include, at a minimum, the following:

a. Floor Plan. The floor plan of all proposed structures shall be provided and shall be drawn to a scale of 1/4 inch equals 1 foot.

b. Elevation. Elevation drawings of any proposed structures shall be provided, which shall indicate exterior finishes and any ornamental features.

c. Site Plan. A site plan drawn to a scale of at least 1 inch equals 20 feet, showing property lines, easements, rights-of-way, finished floor elevation, the proposed location of all structures on the Lot, proposed grading and landscaping and the location of wooded or brush areas and cleared areas.

d. Specifications. Specifications shall be submitted indicating the building materials to be used in construction.

e. Landscaping. If required by the Committee, a landscaping plan showing the areas planted. The name of the trees and plants shall be shown in detail.

5. **Procedure.** Plans may be submitted at any time by any Lot Owner or any person interested in purchasing a Lot. All plans shall be reviewed by the Committee and approved or rejected within thirty (30) days after actual receipt by the Committee. Any request by the Committee for modifications to plans submitted shall be deemed to constitute rejection of the plans for purposes of this Article, unless modifications satisfactory to the Committee are made by the parties submitting such plans and are approved by the Committee. Upon approval by the Committee of any plans, the Committee shall execute a certificate in recordable form indicating its approval, if requested to do so by any applicant. The Committee shall not unreasonably withhold its approval of any plans.

6. **Limitation of Liability.** No approval or disapproval of any plan submitted under this Article II, nor any action taken or failure or omission to take any action of any kind with respect to this Declaration shall cause any liability to be incurred by Developer, the Committee or any member thereof or the Association or any member, officer or director, other than for fraud or other intentional wrongful conduct.

B. Site Design Requirements and Restrictions.

1. **Area.** No more than one (1) single family dwelling house may be constructed on each Lot. All dwelling houses and accessory buildings must meet or exceed all setback, yard and other requirements of all applicable ordinances and regulations. Each house shall contain (i) at least 2,000 square feet of living space if such house is a ranch-style house and (ii) at least 2,800 square feet of living space if such house is a two-story house, unless architectural plans and/or lot configuration warrant otherwise in the judgment of the Committee. The Committee may approve, in its sole discretion, a one and one-half story house with a minimum of 2,250 square feet of living space.

2. **Accessory Buildings; Playground Equipment.** No detached storage sheds or utility buildings may be constructed or placed on any Lot. One accessory building per Lot for purposes other than storage may be permitted in the discretion of the Committee only (a) if the design of such building and materials utilized in the construction of such building match exactly the design and materials utilized in the dwelling house located on such Lot, and (b) if such building is located within the setback lines applicable to the dwelling house located on such Lot, Playground equipment may be approved by the Committee upon submission of plans fully detailing the proposed equipment.

3. **Driveways.** All driveways shall be paved either with asphalt, concrete, cement concrete or brick type material. Patios, walkways and other

impervious surface areas shall be constructed of concrete, brick or solid stone. Only one driveway shall be allowed per Lot, unless otherwise approved by the Board, as hereinafter defined. No such driveway or means of access shall be of a width greater than eighteen (18) feet. The parking area and access drive shall be a minimum of ten (10) feet from an adjoining property, unless otherwise approved by the Board

4. **Roofing.** Roofing materials shall be wood, metal standing seam or asphalt or fiberglass shingles or slate.

5. **Siding.** Siding materials shall be stone, brick, drivit, clapboard, wood siding, woodshakes, slate or other materials permitted by the Committee. Good quality vinyl siding will be considered on a case-by-case basis. Shutters or decorative banding must be installed on all windows of the home unless expressly waived by the Committee.

6. **Fences.** Fences shall not be permitted unless they are required by ordinance to surround a swimming pool. In that event, all such fencing shall be maintained within building setback requirements pursuant to municipal ordinances.

7. **Lighting.** Exterior lighting shall be shielded to prevent glare and shall not directly light areas beyond Lot boundaries.

8. **Garages.** Each Lot on which a house is constructed shall also have constructed on such Lot an attached garage for the storage of at least two motor vehicles, but not more than four (4).

9. **Mailbox.** Each Lot Owner shall be permitted to install one mailbox.

Said design shall be subject to review and approval of the Committee.

10. **Approval of Builders.** The Committee shall maintain an "Approved Builders List." No residential structure shall be erected within the Property by any person, partnership, corporation or other entity unless and until the builder thereof is approved for listing on the Approved Builders List.

11. **Exposed Foundations.** All portions of any exposed foundation wall shall be faced with brick or stone or of the **same** material of which the exterior walls used in the structure of which the foundation is part.

C. **Grading; Stormwater Management.** Each Lot Owner shall be responsible for appropriate grading and excavation of such Lot Owner's Lot and for proper management, detention and retention of stormwater generated upon such Lot in connection with any improvement or modification of such Lot. All grading, excavation and management, detention or retention of stormwater shall be in accordance with stormwater management plans approved by all governmental authorities having jurisdiction over such plans, including, but not limited to, the Township of Manchester. Neither Developer nor the Committee or its members shall have any liability whatsoever with respect to the grading, excavation or management, detention or retention of stormwater in connection with any improvement or modification of any Lot and, by acceptance of ownership of one or more Lots subject to this Declaration, each Lot Owner shall be deemed to have fully and forever released and discharged Developer, the Committee and its members from any claim or cause of action relating to such grading, excavation or management, detention and retention of stormwater on

said Lot.

D. **Completion of Construction.** After commencement of construction of any improvements, construction shall proceed with reasonable diligence and without delay to completion, provided, however, that all construction shall be completed within one (1) year of its commencement.

III. RESTRICTIONS AND PROHIBITIONS

A. **Storage of Vehicles and Equipment.** No outside storage or parking of unregistered vehicles, motorized off-road vehicles, inoperable vehicles, boats, campers, recreational vehicles, commercial vehicles, motor homes, trailers of any type or mobile homes shall be permitted.

B. **Operation of Off-Road Vehicles.** No motorized off-road recreational vehicles may be operated on any Lot or any public or private road, open space, sidewalk, walking path or any other part of the Property.

C. **Reception Equipment.** No satellite reception dishes or excessive antenna shall be permitted, except such as are approved by the Committee and are not visible from any public street.

D. **Clotheslines.** No outdoor clotheslines shall be permitted except those with retractable lines. Any such clotheslines shall be fully retracted when not in use.

E. **Fuel and Utility Storage.** Outside above ground or below ground fuel storage tanks or other utility storage devices shall be prohibited.

F. **Waste Disposal.** No dumping, burning or storage of any waste materials, including, but not limited to, trees, grass clippings, garden waste, compost or other waste material, shall be permitted on the Property.

G. **Temporary Structures.** Temporary structures shall be permitted only during construction and shall be removed not later than thirty (30) days after completion of construction.

H. **Above-Ground Swimming Pools.** Above ground swimming pools shall not be permitted.

I. **Statutory or Ornamental Structures.** No statutory or ornamental structure of any kind shall be erected or displayed on any Lot. No objectionable structures affecting the character of the neighborhood will be permitted.

J. **Signs.** No signs shall be permitted except for (i) one permanent sign indicating the name of the owner of a Lot; (ii) one temporary sign relating to construction then being performed on such Lot; and (iii) one temporary sign indicating that such Lot is being offered for sale. No sign permitted under this paragraph shall be of a size greater than 18 inches by 24 inches.

K. **Prohibited Activities.** No obnoxious, dangerous or offensive activity or nuisance and no business, trade or commercial activity of any kind shall be conducted or maintained upon any part of a Lot.

L. **Firearms.** No firearms, bows and arrows, slings or explosives shall be discharged or shot on any Lot or other area in the Property.

M. **Maintenance of Lawns.** All lawns on all Lots in the Property developed for residential use shall be maintained and kept in a neat manner and no grass or weeds shall be permitted to exceed a height of five inches in height on any Lot on the Property.

N. **Animals.** No animal, fowl or other livestock shall be kept or maintained on any Lot, except for domestic house pets which are not kept, bred or maintained for commercial or business uses or purposes. No domestic house pets permitted under this Section L may be

housed outside.

O. **Further Subdivision.** There shall be no further subdivision of any Lot, except that an owner of any two abutting Lots may consolidate such Lots and resubdivide them, provided that neither of such resubdivided Lots shall contain linear road frontage or Lot size which is less than the linear road frontage or Lot size of the smaller of the two Lots which were consolidated.

P. **Vehicle Parking.** No parking of any vehicle is permitted on the street. All vehicles must be parked on the Lot of each Lot Owner, either in the garage or on the driveway. Each Lot shall have constructed sufficient driveway or parking area to accommodate all owned vehicles.

IV. COMMON LANDS AND FACILITIES

A. **Storm Water Facilities.** An easement shall be, and hereby is, created by Developer, in favor of themselves, their successors and assigns, and each owner of each and every Lot, for the flow of storm water and run off and for the construction and maintenance of storm water facilities as shown on the Plan.

B. **Recreational Facilities.** An easement shall be, and hereby is, created by Developer, in favor of themselves, their successors and assigns, and each owner of each and every Lot, with respect to recreational or permanently undeveloped open space facilities as shown on the Plan and for the use and enjoyment of such facilities in common with all other Lot Owners in the Property.

C. **Open Space.** Open space in the Property shall be maintained and used in accordance with the requirements of the Manchester Township Code.

D. **Maintenance of Common Facilities and Open Space.** Care, maintenance and

upkeep of the common facilities and open space created and existing under this Article IV shall be the responsibility of the New Brittany II Homeowners Association created pursuant to Article V hereof.

E. **Rules and Regulations.** The New Brittany II Homeowners Association created pursuant to Article V hereof may, from time to time, promulgate reasonable rules and regulations governing the use of all common facilities created and existing under this Article IV, provided that such rules and regulations are consistent with this Declaration and with any conservation easements or restrictions affecting such facilities.

F. **Changes in Common Facilities.** Developer shall have the unrestricted right to add additional lands to the **common** facilities, withdraw any lands from the common facilities or make any other change in the common facilities by recording an executed document or plan indicating such addition, withdrawal, amendment or change.

G. **Transfer of Common Facilities.** Developer shall have the nonrestricted right to transfer or assign all or any part of the common facilities to any other party, including, but not limited to, Manchester Township or any agency or authority thereof.

V. HOMEOWNERS' ASSOCIATION

A. **Homeowners' Association.** Developer hereby establishes New Brittany II Homeowners' Association ("Association"), which shall exist under, and exercise the powers and authority and discharge the responsibilities created by, this Article V.

B. **Powers.** The Association shall have the power to levy and collect assessments or other charges against members; to impose liens for non-payment of any assessment; to maintain the storm water facilities, recreational facilities, open space and all other common

areas or facilities; to purchase, maintain, repair, replace, and restore real and personal property; to pledge and mortgage property of the Association; to appoint agents; to hire employees; to make contracts; to promulgate rules and regulations for the members of the Association; to exercise all powers conferred to the Association by this Declaration; and generally to do any and all lawful acts necessary or convenient for the fulfillment of the foregoing purposes. The Association is not organized for profit and no property nor profit thereof shall inure to the benefit of any person, partnership or corporation except in furtherance of the non-profit making purposes of the Association.

C. **Membership.** The members of the Association shall consist of all Lot Owners (including Developer so long as Developer is an owner of any Lot). Membership in the Association shall not be transferable. Membership of each Lot Owner shall terminate upon a sale, transfer or other disposition, other than by mortgage, of the ownership interest of such Lot Owner in such Lot, whereupon membership and any interest in the Association shall automatically transfer to and be vested in the succeeding Owner or Owners of such Lot. The Association may, but shall not be required to, issue certificates or other evidence of membership.

D. **Meetings; Voting Rights.** Meetings of the membership shall be held and voting rights shall be allocated as provided in the ByLaws of New Brittany 11 Homeowners Association, adopted by the Developer for regulation of the affairs of the Association, as recorded in the Office of the Recorder of Deeds in and for York County, Pennsylvania (the "ByLaws").

E. **Directors.** The affairs of the Association shall be governed by the Board of Directors ("Board") which shall be elected and shall have powers and duties as provided in the ByLaws.

1. **Quorum.** Two thirds of the Directors shall constitute a quorum for the

transaction of business.

2. **Unanimous Consent.** Any action required or permitted to be taken at any meeting of the Board may be taken without a meeting if a unanimous written consent thereto is signed by all directors. The secretary of the Association shall file such unanimous written consent with the records of the Association and such consent shall be treated as a unanimous vote of the Board for all purposes.

3. **Removal from Office.** Any Director may be removed from office by a vote of at least two thirds of the members of the Association.

4. **Compensation.** Directors shall receive no compensation for their services, except as expressly provided by a resolution adopted by the members of the Association. Directors may be reimbursed for out-of-pocket expenses incurred in connection with their duties.

5. **Liability and Indemnification.** The members of the Board and the officers of the Association shall not be liable to the Association for any mistake of judgment, negligence or otherwise, except for their own individual willfulness, conduct or bad faith. The Association shall indemnify and hold harmless all officers and members of the Board against all contractual liability to others arising out of the contracts made by the Board or officers on behalf of the Association unless any such contract shall have been made in bad faith or in a manner contrary to the provisions of this Declaration.

F. **Officers.** The officers of the Association shall be a president, a secretary and a treasurer and such other officers as the Board may deem, appropriate, all of whom shall be subject to the provisions contained in the Bylaws.

G. Assessments.

1. Assessments for the purposes of the Association may be imposed in accordance with the Bylaws.

2. Any annual or special assessments plus (i) interest at the rate of twelve percent (12%) per annum or the maximum interest rate permitted by law, which is lower, (ii) late payment fees equal to twenty percent (20%) of the assessment if not paid within thirty (30) days of when due, and (iii) costs and expenses of collection, including reasonable attorneys fees in an amount not less than \$250.00, shall be a continuing lien and charge on the Lot against which each such assessment is made. Each such assessment, plus interest, late fees and cost for collection (as provided below) shall also be the personal obligation of the person who was the Owner of the Lot at the time when the assessment became due. The Owner further agrees by his acceptance of title to a Lot that the Association shall be vested with the right and power in its own name to take and prosecute all suits which may, in the opinion of the Association, be necessary or advisable for the collection of such delinquent assessments.

3. Each Lot shall be subject to alien in favor of the Association for any assessment levied against that Lot. Such lien shall (a) date from the date of the assessment, (b) be enforced in like manner as enforcement of a mortgage lien, and (c) be prior to all other liens and encumbrances on the Lot except (i) liens for real estate taxes and other governmental assessments or charges against the Lot, (ii) liens and encumbrances created prior to the recordation of this Declaration, and (iii) mortgages on the Lot given to secure first mortgage holders whenever recorded, whether such recordation occurs prior to or after the date of the assessment or the due date of any

installment thereof.

4. **Initial Contribution.** At closing of the sale of each Lot by Developers to a third party purchaser, such purchaser shall make an initial contribution to the Association in the amount of \$500.00

VI. GENERAL PROVISIONS

A. **Affected Land.** The restrictions contained herein shall regulate and affect the Property. This Declaration shall have no application to or effect on any land not included as part of the Property or added to the Property as permitted herein and no person shall obtain any rights, by reason of ownership of any portion of the Property in any lands of Developer not included as part of the Property or added thereto.

B. **Additional Land.** Developer reserves the right to add additional land now or hereafter owned by Developer or its successors or assigns to the land affected and regulated by this Declaration, in which event any owners of such additional land shall be bound by and shall have rights to enforce the restrictions, covenants and conditions established herein.

C. **Term.** The restrictions, covenants and conditions set forth in this Declaration are intended to and shall run with the land and shall be binding upon all persons owning or claiming to own any right, title or interest in any of the affected land for a period of twenty-five (25) years from the date these covenants are first recorded in the Office of the Recorder of Deeds in and for York County, Pennsylvania, after which time, except as otherwise provided herein, this Declaration shall be automatically extended for successive periods of ten (10) years unless an instrument signed by owners of more than seventy-five percent (75%) of

the Lots included among lands affected and regulated herein has been recorded in the Office of the Recorder of Deeds agreeing to change or terminate this Declaration in whole or in part.

D. Enforcement and Remedies.

1. **Actions at Law and Equity.** Enforcement of the provisions of this Declaration may be by proceedings at law or equity against any person or persons violating or attempting to violate or threatening to violate any restriction, covenant or condition contained in this Declaration. Such proceedings may be instituted by Developer, the Association (on its own behalf or on behalf of one or more of its members) or by any person or persons holding any right, title or interest in any part of the lands affected by this Declaration. Such proceedings may be brought to restrain or enjoin any violation of the provisions of this Declaration or to recover damages as a result of such violation or both. In the event that any court shall determine that the defendant in any such action has violated the provisions of this Declaration, the court may award to any party instituting an action to enforce this Declaration, the reasonable counsel fees incurred by such party in connection with such enforcement.

2. **Nuisance.** Every violation of the provisions of this Declaration shall constitute and is hereby declared to be a nuisance and, in addition to all other remedies and rights provided herein, every remedy allowed by law or equity, in the case of a public or private nuisance shall be available to any person or persons ascertaining a violation or breach of the provisions of this Declaration.

3. **Right of Entry.** In addition to all other remedies provided herein, in the event of any violation of any restriction contained in this Declaration. Developer or the

Association may, by their duly authorized agents, enter upon the land upon or as to which such violation exists and take such actions as may reasonably be necessary to abate or remove, at the expense of the owner of such lands, any structure, property or condition that may be contrary to the intent and meaning of the provisions of this Declaration. All costs of any such entry, abatement or removal shall be borne by the owner of the parcel of land affected by such action, shall be payable on demand and shall constitute a lien upon the premises enforceable pursuant to Article V of this Declaration.

4. Remedies Cumulative. All rights and remedies provided under this Article shall be cumulative and not exclusive and may be exercised separately or together from time to time as circumstances may warrant.

E. **Limitation of Liability.** No action taken or failure or omission to take any action of any kind with respect to the enforcement of the Declaration or any rights or remedies provided in this Article or in this Declaration shall cause any liability to be incurred by Developer, the Association or any member, officer or director of the Association or the Committee, other than for fraud or other intentional wrongful conduct.

F. **No Waiver.** Notwithstanding the rights above provided, no failure to resort to or exercise such rights shall constitute or be evidence of any waiver of any such rights or waiver or modification of any of the terms of this Declaration.

G. **Covenants Running with the Land.** The restrictions, covenants and conditions contained herein shall be construed for all purposes as covenants running with the land.

IN WITNESS WHEREOF, Developer has hereunto set its hand and seal this 27th day of January, 2003.

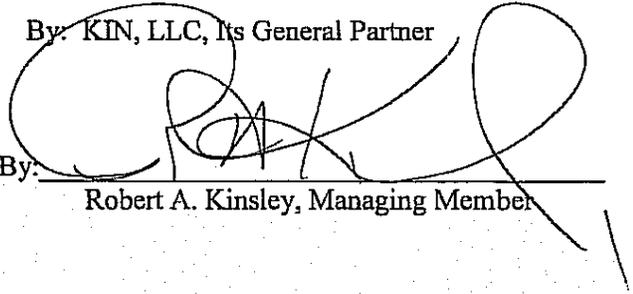
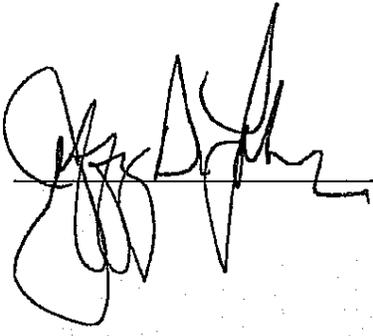
Witness:

KINSLEY EQUITIES II LIMITED
PARTNERSHIP

By: KIN, LLC, Its General Partner

By:

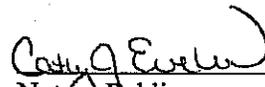
Robert A. Kinsley, Managing Member



Commonwealth of Pennsylvania :
: SS
County of York :

On this a 27th day of January, 2003, before me, the undersigned officer, personally appeared Robert A. Kinsley, known to me (or satisfactorily proven) to be the person whose name is subscribed as **Managing Member of KIN, LLC, General Partner of Kinsley Equities II Limited Partnership**, and that he as such member, being authorized to do so, executed the within instrument for the purposes therein contained by signing the name of KIN, LLC, General Partner of Kinsley Equities II Limited Partnership by himself as such member.

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



Notary Public

1132207

