

**EXHIBIT "A"**

**Declaration**

PLANNED COMMUNITY  
ACT OF 1968  
MIDDLESEX AND CUMBERLAND COUNTIES

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**PLANNED COMMUNITY DECLARATION  
FOR  
MEADOWBROOK FARMS**

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**Middlesex and North Middleton Townships,  
Cumberland County, Pennsylvania**

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**Submitted pursuant to the provisions  
of the Pennsylvania Uniform Planned Community Act,  
68 Pa.S. §§ 5101 *et seq.***

Misc. BOOK 567 p 1090  
R/W Plan BK 11 p, 131

**PLANNED COMMUNITY DECLARATION  
FOR MEADOWBROOK FARMS**

THIS DECLARATION is made this 2nd day of February, 1998, by PAMAY DEVELOPMENT CO., INC., a Pennsylvania corporation with an office address of 5140 East Trindle Road, Mechanicsburg, Pennsylvania, as the Owner in fee simple of the real estate herein described.

**ARTICLE I.  
SUBMISSION**

1.1 **Name; County; Description:** PAMAY DEVELOPMENT CO., INC., its successors and assigns (the "Declarant"), Owner in fee simple of the real estate described in Exhibit "A" attached hereto (the "Property"), located partly in Middlesex Township and partly in North Middleton Township, Cumberland County, Pennsylvania, hereby submits the Property to the Uniform Planned Community Act, 68 Pa. C.S. §§ 5101 *et seq.* (the "Act") and hereby creates a residential planned community, to be known as "Meadowbrook Farms".

1.2 **Lot 2 Exclusion:** THE FINAL SUBDIVISION PLAN PHASE I FOR MEADOWBROOK FARMS DEPICTS LOT 2, PRESENTLY OWNED BY RUSS D. GEORGE AND CAROL A. GEORGE. LOT 2 WAS FORMED FROM AN ORIGINAL PARCEL IDENTIFIED ON THE PLANS AS TAX MAP PARCEL NO: 29-06-0019-015 AND FROM DEED BOOK 35Z, PAGE 323. TWO TRIANGULAR-SHAPED LOT ADDITIONS WERE TO SAID LOT ADDED AT THE TIME OF THE RECORDING OF THE PHASE 1 PLAN. IT IS NOT INTENDED THAT LOT 2, BY ITS DEPICTION ON THE PLANS, FORM ANY PART OF MEADOWBROOK FARMS. LOT 2 SHALL NOT BE DEEMED TO BE UNIT FOR VOTING, ASSESSMENT, OR ANY OTHER PURPOSE. LOT 2 IS EXPRESSLY EXCLUDED FROM ALL RIGHTS, DUTIES, LIABILITIES, AND OBLIGATIONS OF THE PLANNED COMMUNITY CREATED AND IMPOSED BY THE FILING OF THIS DECLARATION AND/OR ANY RIGHT, DUTY, LIABILITY, AND OBLIGATION CREATED OR IMPOSED BY THE ACT.

1.3 **Easements and Licenses:** The Property is subject to the following easements, rights and appurtenances:

- (a) Subject to right-of-way to Laurel Pipe Line Company in Misc. Book 129, page 6.
- (b) Subject to right-of-way to Socony-Vacuum Oil Co. in Misc. Book 83, page 401 and Misc. Book 83, page 402.
- (c) Subject to Affidavit to Establish Wetland Conservation Easements in Misc. Book 468, page 435.
- (d) Subject to Right-of-Way Agreement to Pennsylvania Power & Light Company and Sprint/United Telephone - Eastern in Misc. Book 560, page 1037.
- (e) subject to the easements, rights, conditions and plan notes as shown on the Final Subdivision Plan for Meadowbrook Farms, Phase 1, recorded in Cumberland

County Plan Book 75, Page 65, including all necessary utility easements for water, gas, electric, sanitary sewer, storm sewer, and cable TV; and,

(f) the landscaping easements which will be recorded pursuant to Section 4.2 hereof.

## ARTICLE II. DEFINITIONS

2.1 **Terms Defined or Used in the Act:** Terms used herein and in the Plans shall have the meanings specified or used for such terms in Section 5103 or elsewhere in the Act, unless otherwise defined herein.

2.2 **Other Terms Defined:** The following terms used herein or in the Plats and Plans show the meanings set forth below:

(a) "*Allocated Interest*" means the common expense liability and votes in the Association allocated to each Unit.

(b) "*Association*" means the Unit Owners Association for the Planned Community and shall be known as the Meadowbrook Farms Homeowners Association.

(c) "*Common Expense Liability*" shall mean the liability for common expenses allocated to each Unit.

(d) "*Common Expenses*" means expenditures made by or financial liabilities of the Association, together with any allocations to reserves.

(e) "*Common Facilities*" means any real estate within the Planned Community which is owned by the Association or leased to the Association. The term specifically does not include a Unit.

(f) "*Controlled Facilities*" means any real estate within a Planned Community, whether or not a part of a Unit, that is not a common facility but is maintained, improved, repaired, replaced, regulated, managed, insured or controlled by the Association.

(g) "*Declarant*" shall mean the Pamay Development Co., Inc., its successors and assigns.

(h) "*Declaration*" means this document as may be amended from time to time.

(i) "*Executive Board*" means the Executive Board of the Association.

(j) "*Lot*" shall mean "Unit".

(k) "Plans" shall mean the Final Subdivision Plan for Meadowbrook Farms-Phase 1, recorded in Cumberland County Plan Book 75, Page 65, and plans for subsequent phases for Meadowbrook Farms, as each phased plan is recorded.

(l) "Special Declarant Rights" are rights reserved for the benefit of the Declarant to:

(i) complete improvements included on the Plans filed with the Declaration;

(ii) convert a Unit into two or more Units, common facilities or controlled facilities, or into two or more Units and common facilities or controlled facilities;

(iii) maintain offices, signs and models under Section 5217 of the Act;

(iv) use easements through the common facilities or controlled facilities for the purpose of making improvements within the Planned Community;

(m) "Successor Declarant" shall mean any successor to Declarant or a successor to any Special Declarant Right.

(n) "Unit" shall mean a physical portion of the Planned Community designated for separate Ownership or occupancy as described herein and as depicted in the Plans. Units are described on the Plans as Lots.

(o) "Unit Owner" is a Declarant or any other person who owns a Unit in a Planned Community.

### ARTICLE III. UNITS AND VOTING

3.1 **Units:** The location and dimensions of all Units comprising the Planned Community are shown on the Plans. In accordance with Section 1.2 hereof, Lot 2 on the plans shall not be deemed to be, and is not, a Unit of the Planned Community. There are ten (10) planned phases for the Planned Community and Declarant is under no obligation to construct more than one phase. The number of projected Units in each phase are as follows:

Phase 1	20
Phase 2	25
Phase 3	24
Phase 4	21
Phase 5	25
Phase 6	16
Phase 7	27
Phase 8	26

Phase 9	14
Phase 10	18

Declarant reserves the right to change the total number of Units, the total number of phases, and the total number of Units per phase.

Prior to the submission of final plan approval for Phases 9 and 10, if any, to Middlesex Township and North Middleton Township, Declarant must first obtain sewage planning module approval from the Pennsylvania Department of Environmental Protection. Declarant reserves the right to change or alter the location and dimensions of Units and the size of buildings or dwellings to be constructed upon a Unit in undeveloped phases provided that such change or alteration does not conflict with the architectural control and protective covenants set forth in Article VII and VIII hereof by the imposition of lesser standards. Except to the extent provided by the Declaration, each Unit Owner is responsible for the maintenance, repair and replacement of his or her Unit and improvements thereon.

3.2 **Relocation of Unit Boundaries:** The boundaries between adjoining Units may be relocated by amendment to the Declaration upon application to the Association by the Owners of the adjoining Units. Unless the Executive Board determines, within 30 days, that the relocation is unreasonable, and upon the requesting Unit Owners first obtaining municipal approval thereof, the Association shall prepare, and record, at the cost and expense of the Unit Owners whose boundaries are being relocated, an amendment to the Declaration and the Plans containing all information required by Section 5214 of the Act. The relocation of boundaries between adjoining Units shall not result in a reallocation of votes in the Association of the affected, adjoining Unit Owners.

3.3 **Subdivision or Conversion of Units:** A Unit may not be subdivided into two or more Units except in the case of a Unit owned by Declarant which may subdivide a Unit or Units into a combination of Units and common facilities. Declarant also has the right to replot a Unit or Units prior to final plan approval for a undeveloped phase to provide for a public street or driveway to connect to other residential properties.

3.4 **Voting Rights; Common Expense Liability:**

Each Unit shall be entitled to one vote in the Association. When more than one (1) person holds an interest in any Unit, all such persons shall be members. The vote for such Unit shall be exercised as such persons among themselves may determine, but in no event shall more than one (1) vote be cast with respect to any Unit. Any such joint Owners shall designate and register with the secretary of the Association the name of that Owner entitled to cast such single vote.

The Common Expense Liability of each Unit shall be assessed in accordance with each Unit's Voting Interest. No voting interests or Common Expense Liability will attach to any lot designated as open space on the Plans. No voting interests or Common Expense Liability will attach to Units within any undeveloped phase of the development unless and until the first lot within that phase is sold or conveyed to a party other than Declarant or a Successor Declarant.

A phase will not be considered developed until the phase has received final subdivision plan approval from both Middlesex Township and North Middleton Township and the final subdivision plan for that phase is recorded. At the time that the first Unit within a developed phase is sold or conveyed to a party other than Declarant or a Successor Declarant, the Common Expense Liability for the Unit Owners within that phase and all prior developed phases for which assessments have already been levied shall be recalculated and reallocated by adding the total number of Units in the recently developed phase to the Units in the prior developed phases. Thus, for example, before conveyance of the first lot in Phase 3, the Common Expense Liability for each Unit in Phase 1 (20 Units) and in Phase 2 (25 Units) shall be 1/45th of the total Common Expenses; and, after conveyance of the first lot in Phase 3, the Common Expense Liability for each Unit in Phase 1 (20 units), Phase 2 (25 units), and Phase 3 (24 Units) shall be 1/69th of the total Common Expenses.

**ARTICLE IV.  
DESCRIPTION AND ALLOCATION OF  
COMMON AND CONTROLLED FACILITIES**

4.1 **Common Facilities:** The Common Facilities are those portions of the Planned Community not forming either part of a Unit or areas to be dedicated to the municipality and utilities. The Common Facilities consist of open space, which shall remain in a natural condition consisting primarily of flood plain and wetlands, except for any storm water management outlet structures required by either Middlesex Township or North Middleton Township or any structures required as a part of the wetlands mitigation being constructed within the open space. However, the Common Facilities may include an open space area for active recreation of approximately five (5) acres with the ability of the Association to build a pavilion or other similar structures. No structures exist as of the date of the recording of this Declaration. Any structures to be constructed will be shown on subsequent final subdivision plans and constructed by the Declarant, except that any structure that may be erected in the open space active recreation area will be the responsibility of the Association to construct. The Common Facilities will be conveyed to the Association and until the time of conveyance will be owned by the Declarant or any Successor Declarant. Conveyance will be by special warranty deed to the Association for consideration of One Dollar (\$1.00).

4.2 **Controlled Facilities:**

(a) Declarant will install all controlled facilities as shown on the final subdivision plans or easements. Thereafter, the Association is obligated to maintain, improve, repair, replace, regulate, manage, insure and control the controlled facilities.

(b) There are controlled facilities pursuant to recorded easements located at the entrances to Meadowbrook Farms in Phase 1 and Phase 2. These controlled facilities are for the following purposes:

(i) to maintain landscaping and Meadowbrook Farms identification signs and lighting at the entrances to the Planned Community; and,

(ii) to maintain fencing and landscaping along West Middlesex Drive.

(c) The Association shall be responsible to maintain as controlled facilities all stormwater management controls located outside of the rights-of-way and streets to be dedicated to Middlesex Township and to North Middleton Township. These controlled facilities include such controls as piping, inlets and outfall structures located within easements on Units as shown on final subdivision plans.

## ARTICLE V. EASEMENTS

5.1 **Additional Easements:** In addition to and in supplementation of the easements provided for by Sections 5216 (encroachments), 5217 (Declarant's use of portions of buildings for sales purposes) and 5218 (to facilitate Declarant's work) and other provisions of the Act and in addition to the easements set forth in Section 1.2 hereof, the following easements are hereby created:

(a) *Offices:* Declarant, or the builders approved by Declarant, shall have the right to maintain models, management offices, and sales offices, on the Property and to relocate such models, management offices, sales offices and rental offices from time to time anywhere within the Property, as approved by Declarant.

(b) *Signs:* Declarant shall have the right to maintain or authorize on the Controlled Facilities and/or upon Declarant owned Units such advertising signs as Declarant in its sole discretion may deem appropriate, provided that such signs comply with applicable governmental requirements. Declarant may from time to time relocate such advertising signs.

(c) *Utility Easements:* The Common Facilities shall be made subject to easements in favor of the Declarant, appropriate utility and service companies and governmental agencies or authorities for such utility and service lines, and as may be necessary or desirable to serve any portion of the Property. The easements created in this Article 5.1 shall include, without limitation, rights of Declarant, or the providing utility or service company, or governmental agency or authority to install, lay, maintain, repair, relocate and replace gas lines, pipes and conduits, water mains and pipes, sewer, and drain lines, telephone wires and equipment, television equipment electrical wires, conduits and facilities (cable or otherwise), and equipment over, under, through, along and on the Common Facilities. The Declarant shall also have the right to monitor and repair or replace the mitigation wetlands installed by Declarant within the Common Facilities.

(d) *Ingress and Egress.* Each Unit Owner has an unrestricted right of access to his or her Unit. Each Unit Owner has a non-exclusive easement to access and use of the Common Facilities, subject to the restrictions established by the Association.



(e) *Support.* Each Unit Owner has the benefit of a restriction upon any action of a neighboring Unit Owner, or of the Association with respect to the Common Facilities, which would endanger the stability or safety of his Unit.

(f) *Wetland Monitoring.* Declarant shall retain an unrestricted right of access to monitor the mitigation wetlands constructed within the Common Facilities and to replace and repair any of the mitigation wetlands within the Common Facilities. This easement shall remain until Declarant's responsibility to monitor the wetlands expires, notice of which shall be given to the Association by Declarant.

5.2 **Common Facility Easements in Favor of the Association:** The Common Facilities and Controlled Facilities shall be and are hereby made subject to an easement in favor of the Association and the agents, employees and independent contractors thereof for the purpose of the inspection, upkeep, maintenance, repair and replacement.

## ARTICLE VI. AMENDMENT OF DECLARATION

6.1 **Amendment Generally:** This Declaration may be amended only in accordance with the procedures specified in Section 5219 of the Act, the other sections of the Act referred to in Section 5219 thereof and the express provisions of this Declaration. Except as set forth in Section 5219(2) and (3) of the Act and Article III hereof, no amendment of this Declaration may be made without the prior written approval of sixty-seven (67%) of the Unit Owners if and to the extent that any such amendment would add or amend any material provisions of the Declaration.

6.2 **Rights of Declarant:** No change, modification or amendment which affects the rights, privileges or obligations of the Declarant shall be effective without the prior written consent of the Declarant.

6.3 **Other Amendments:** If any amendment is necessary in the judgment of the Executive Board to cure any ambiguity or to correct or supplement any provision of this Declaration or the Plans which is defective or inconsistent with any other provision hereof or thereof or with the Act, or to change, correct or supplement anything appearing or failing to appear in the Plans which is incorrect, defective or similarly inconsistent, or if such amendment is necessary to conform to the then current requirements of the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation with respect to planned community projects, the Executive Board may, at any time and from time to time effect such amendment without the approval of the Unit Owners upon receipt by the Executive Board of an opinion from independent legal counsel to the effect that the proposed amendment is permitted by the terms of this sentence. Each such amendment shall be effective upon the recording of an appropriate instrument setting forth the amendment and its due execution and acknowledgement by one or more officers of the Board.

6.4 **Termination.** Subject to the limitations imposed by Section 5220 of the Act, termination of the Planned Community requires the unanimous, prior written approval of all Unit

Owners, provided, however, in the event of substantial destruction or substantial taking by eminent domain of the Property then the Planned Community may be terminated with agreement of Unit Owners of Units which have at least eighty (80%) percent of the votes in the Association.

## **ARTICLE VII. ARCHITECTURAL CONTROL**

7.1 **Architectural Control Committee.** The Declarant shall initially appoint an Architectural Control Committee and shall fill any vacancies in said committee. After the Declarant has conveyed all of the units in Meadowbrook Farms, then the Meadowbrook Farms Homeowners Association shall thereafter appoint the Architectural Control Committee.

7.2 **Architectural Control.** No building, fence, wall or other man-made structure shall be commenced, erected or maintained upon any Unit, until the builder and the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design, colors and location in relation to surrounding structures, topography and finished ground elevation by the Architectural Control Committee.

7.3 **Building Plans Approval.** No building shall be erected, placed or altered on any Unit until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design and colors with existing structures, and as to location with respect to topography and finished grade elevation. No fence or wall shall be erected, placed or altered on any unit nearer to any street than the minimum building set-back line.

7.4 **Project Builder.** Designated builder(s) for homes in Meadowbrook Farms will be approved by the Architectural Control Committee.

7.5 **Setback Requirement.** A building setback line shall be maintained in compliance with Middlesex Township requirements for those Units located in Middlesex Township and in compliance with North Middleton Township for those Units located in North Middleton Township.

7.6 **Zoning.** The respective Zoning Ordinances and all regulations passed by Middlesex Township and North Middleton Township municipal governments shall apply to the development of this Property and any revisions or amendments to such ordinances and regulations shall be applicable as well.

7.7 **Construction Period.**

(a) In order to assure the desired residential atmosphere of Meadowbrook Farms, every purchaser of a Unit agrees to commence the erection of a residence upon closing and settlement on the respective Unit, said erection to be completed within twelve

(12) months. The Architectural Control Committee may waive this requirement by giving written notice of such waiver to such Unit Owner.

(b) Both the Declarant's contractor and the builders for Unit Owners shall maintain their respective work area in good condition and prevent any debris from construction littering surrounding Units. All Units shall be kept in sightly condition prior to and following the completion of the residence being constructed.

(c) Fine grading, seeding and service pavements shall be completed within six (6) months of completion of dwelling.

7.8 **Pole Lighting.** Each Unit Owner shall be required to install and maintain at least one dusk to dawn exterior pole light between the front property line and the dwelling constructed on the Unit.

7.9 **Fences.** No fences or walls shall be erected on any Unit without the Architectural Control Committee's written approval, which shall control the height and adequate openings of same so as not to block the view and air of adjoining Unit Owners.

7.10 **Landscaping Plan.**

(a) Prior to the occupancy of any dwelling located on a Unit a landscaping plan for the Unit, showing the type, size and location of plants and materials shall be submitted to and approved in writing as to conformity and harmony with existing structures, topography and finished ground elevation by the Architectural Control Committee, or by a landscaping committee appointed by the Architectural Control Committee. The grass plot on the Unit and the plants and materials as shown on the landscaping plan shall be installed by the Owner within one (1) year of the commencement of construction of any dwelling on the Unit.

(b) No living trees on the property, other than those in the area cleared for erection of improvements, shall be destroyed without the consent of the Architectural Control Committee. All trees planted within ten (10) feet of the public right-of-way shall be of a variety specified by the Architectural Control Committee.

7.11 **Plan Changes.** No changes shall be made in the approved building plans prior to the occupancy of any dwelling house located on a Unit without the prior written approval of the Architectural Control Committee, and no substantial change shall be made in the approved landscaping plan without the approval of the Architectural Control Committee.

7.12 **Exterior Changes After Occupancy.** After the initial occupancy of any dwelling house located on a Unit, any erection of a structure (including but not limited to fences, walls and mailboxes), any addition or alteration to the exterior of a structure, or any change in the existing color or finish of any exterior surface of any building on a Unit shall not be done until plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design,

colors and location in relation to surrounding structures, and finished ground elevation topography, by the Executive Board of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Executive Board. In the event said Executive Board, or its designated committee, fails to approve or disapprove such change, design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this section will be deemed to have been fully complied with.

## **ARTICLE VIII PROTECTIVE COVENANTS**

8.1 **Residential Use.** The Units shall be used for residential purposes only, and no other land use shall be permitted thereon at any time; **provided**, this Section 8.01 does not prohibit the right of Declarant to use model homes, **and provided further**, this does not prohibit the right of Declarant to replot a Unit or Units in an undeveloped phase to provide for a public street or driveway to connect to other residential properties. No residential dwelling shall be rented for a period of less than six (6) months.

8.2 **Commercial Enterprises.** No store, business, or commercial enterprise shall be maintained or operated in any private residence whether or not such use would be maintained or operated in any private residence and whether or not such use would be permitted in any zoning district of either North Middleton Township or Middlesex Township. A home office is permitted if such office is not used to see individuals as patients, clients or customers in the office and such office does not cause a visible change to the exterior residential character of the residence. This section shall not operate to prohibit the right of Declarant, or Declarant's assignees, to use model homes.

8.3 **Temporary Structures.** No structure of a temporary character, mobile home, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any Unit at any time as a residence, either temporarily or permanently.

8.4 **Exterior Materials.** No building blocks shall be used in the exterior walls of any building above the finished grade of the ground unless faced or covered with brick, natural stone, wood, vinyl siding, or such other materials as shall have the prior approval of the Architectural Control Committee.

8.5 **Dwelling Quality and Size.** It being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially consistent with the following requirements:

- (a) No buildings shall be erected on any Unit except one single family detached residential building of new construction on the Unit with an attached or detached minimum two (2) car garage or greater. (Exception may be granted to Owner for a small pool house, swimming pool and facilities, tennis court and/or a play house.)

(b) Minimum building size shall be 2200 square feet (2000 square feet for a ranch style home) of living space defined as follows: all interior finished floor space above grade, excepting basements, garages, porches, decks; provided, that Declarant may increase the minimum building size in future phases prior to the sale or conveyance to a party other than a Successor Declarant of the first Unit in the said future phase.

(c) No modular home is to be placed or built on any Unit.

8.5 **Land Use and Building Type.** No Unit shall be used except for single family residential purposes, except as set forth in Section 8.1 and 8.2 herein. No buildings shall be erected, altered, placed or permitted to remain on any Unit other than one single family detached dwelling not to exceed two and one-half stories in height and a private garage. This shall not preclude pool houses or gazebos if approved by the Architectural Control Committee.

8.7 **Utilities.** All Units must use the public water and sewer as available.

8.8 **Mailboxes.** All mailboxes must follow the conformity established or approved by the Architectural Control Committee.

8.9 **Driveways.** All driveways must be paved with either concrete, asphalt or utilize brick pavers.

8.10 **Storage Tanks.** No tank for storage of ten (10) gallons or more of gas or flammable liquids may be maintained outside of a building on any Unit, provided that propane tanks used for fireplaces may be maintained outside of a building if screened from view of any adjoining property or street.

8.11 **Livestock and Poultry.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose. However, no dog, cat or other household pet may be maintained outside of the residence constructed on the lot and no doghouse or other constructed dwelling for the pet may be maintained outside the aforesaid dwelling. The pet shall be properly confined (a properly confined pet is defined as on a leash when outside the Owner's Unit). Barking dogs left outside shall not be permitted.

8.12 **Garbage and Refuse Disposal.** No Unit shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

8.13 **Vehicles.** No trailers, recreational vehicles, boats, boat trailers, or junk vehicles shall be parked or stored on any Unit except within a garage, unless it is parked in the driveway of a Unit on a temporary basis, i.e., less than ten (10) days in a quarter. A junk motor vehicle shall be taken to mean any motor vehicle that does not have current Pennsylvania inspection sticker and for which one cannot be obtained. No trailer, recreational vehicle, boat, boat trailer, or junk vehicle may be parked overnight on any street of the Planned Community. In the event

a Unit Owner must temporarily park a vehicle, recreational vehicle, boat or boat trailer for a seasonal period, this parking shall not be on any street of the Planned Community.

8.14 **Repair of Motor Vehicles.** No repair of any motor vehicles shall be permitted outside of any garage building.

8.15 **Radio and Television Antennas.** No radio or television antennas, or satellite dish antennas, shall be erected or maintained outside of a building on any Unit, provided that satellite dish antennas, at 24" diameter or less, may be erected outside of a building after approval as to style and location by the Architectural Control Committee.

8.16 **Nuisances.**

(a) No obnoxious or offensive trade or practice of any kind shall be carried on or upon the Unit or the Planned Community, nor shall anything be done which may become an annoyance or a nuisance to the neighborhood.

(b) All Owners of vacant land shall keep the same free from collection of refuse and shall mow said Units at least four (4) times during each mowing season unless the grass is kept short by other methods.

(c) In the event any resident believes that a nuisance or offensive practice is being committed, such member may present the facts of his complaint in writing to the Architectural Control Committee. After reasonable investigation and opportunity for personal hearing, such committee shall decide whether or not the nuisance or offensive practice of any kind does exist, such finding shall be conclusive and the continuance of the offensive conduct, after notice to terminate such conduct has been delivered to the responsible persons, shall constitute a violation of this covenant. In addition to such remedy, a complaining member shall have the usual relief available in an action at law or equity.

8.17 **Signs.** No sign of any kind shall be displayed to the public view on any Unit except one professional sign of not more than one (1) square foot or one sign of not more than five (5) square feet, temporarily advertising the property for sale or rent, or signs used by a builder to advertise the Unit during the construction and sales period.

8.18 **Exterior Laundry Drying Facilities.** Exterior laundry drying facilities including, but not limited to, posts and lines, racks and rotating type equipment are prohibited unless such units can be screened from view off of the Unit immediately upon installation.

8.19 **Resubdivision.** Any further subdivision of any Unit on the aforesaid Plan is forbidden by a successor in title to the Declarant, unless said subdivision is either first approved by the Board of Directors of the Association, or if the resubdivision is pursuant to Section 6.01 herein.

8.20 **Earth Excavation**. No ground shall be removed from any Unit by any successor in title to the Declarant, except as shall be hauled at the expense of the Unit Owner to a place within Meadowbrook Farms as designated by the Declarant or otherwise, except as otherwise approved by the Declarant.

8.21 **Land Near Watercourses**. No building shall be placed nor shall any material or refuse be placed or stored on any Unit within twenty (20) feet of any open watercourse, except that clean fill may be placed nearer, provided, that the natural watercourse is not altered or blocked by such fill.

8.22 **Street Right-of-Way**. The area between the edge of any public street right-of-way (Unit property line) and the curb within the right-of-way along all paved streets shall be developed and maintained as part of the landscaping plan of any Unit, but in no event shall trees be planted within this area.

8.23 **Street Trees**. Street trees either within a Unit or within the street right-of-way and alongside each public street within Meadowbrook Farms, shall be maintained by the Unit Owner.

8.24 **Trees**. In addition to the requirements of Section 8.23 herein, one deciduous or evergreen tree (with a minimum trunk caliper of at least 2.5 inches measured at a height of six inches above finished grade) per every 1,000 square feet of gross floor area of a building on a Unit shall be planted and maintained by the Unit Owner. Gross floor area shall be determined in accordance with Section 8.5(b) herein.

8.25 **Sidewalks**. Each Unit Owner shall be responsible to install, repair, replace, and maintain, including snow and ice removal, any sidewalk installed within or adjacent to a public street right-of-way within Meadowbrook Farms and along the property line of the Unit.

8.26 **Rights of Way**. The Units are sold subject to the rights of way granted to public utilities and to the Declarant for installation of utilities.

## **ARTICLE IX. POWERS OF THE EXECUTIVE BOARD**

9.1 **General**: In addition to the powers set forth in Section 5302 of the Act, the Executive Board shall have the following additional powers:

(a) ***Appoints Committees***. To appoint committees of the Board (which need consist of only one (1) Board Member) and to delegate to such committees the Executive Board's authority to carry out certain duties of the Board, subject to the approval and control of the Board.

(b) ***Management***. To engage the services of a manager or managing agent, who may be any person, firm or corporation, upon such terms and compensation as the Executive Board deems fit, and to remove such manager or managing agent at any time,

provided any agreement with such manager or managing agent shall extend for not more than three (3) years and must be terminable by either party to such agreement without cause and without payment of a termination fee, upon thirty (30) days or less prior written notice.

(c) *Engage Services.* To engage the services of any persons (including, but not limited to, accountants and attorneys) deemed necessary by the Executive Board at such compensation as is deemed reasonable by the Executive Board, in the operation, repair, maintenance, and management of the Property, or in connection with any duty, responsibility or right of the Executive Board and to remove, at any time, any such personnel.

(d) *Discharge Liens.* To pay any amount necessary to discharge any mechanic's lien or other encumbrance levied against the Property or any part thereof which may in the opinion of the Executive Board constitute a lien against the Property or against the Common Facilities, rather than merely against the interest therein of particular Unit Owners. Where one or more Unit Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and any costs incurred by the Executive Board by reason of said lien or liens, including reasonable attorneys fees, shall be specially assessed to said Unit Owners.

## ARTICLE X. INDEMNIFICATION

10.1 **Fiduciary Duty:** In the performance of their duties, the officers and members of the Executive Board shall stand in a fiduciary relation to the Association and shall perform their duties, including duties as members of any committee of the Board upon which they may serve, in good faith, in a manner they reasonably believe to be in the best interests of the Association and with such care, including reasonable inquiry, skill and diligence, as a person of ordinary prudence would use under similar circumstances.

10.2 **Good Faith Reliance:** In performing his or her duties, an officer or Executive Board member shall be entitled to rely in good faith on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by any of the following:

(a) one or more other officers or employees of the Association whom the officer or Executive Board member reasonably believes to be reliable and competent in the matters presented.

(b) counsel, public accountants or other persons as to matters which the officer or Executive Board member reasonably believes to be within the professional or expert competence of such person.

(c) a committee of the Executive Board upon which he does not serve, duly designated in accordance with law, as to matters within its designated authority, which



committee the officer or Executive Board member reasonably believes to merit confidence.

An officer or Executive Board member shall not be considered to be acting in good faith if he has knowledge concerning the matter in question that would cause his reliance to be unwarranted.

### 10.3 Limited Liability:

(a) The members of the Executive Board and officers, in their capacity as such, shall not be personally liable for monetary damages for any action taken, or any failure to take any action, unless any such person has breached or failed to perform the duties of his office under the standards described above; provided, however, that the provisions of this Section 10.3 shall not apply to the responsibility or liability of an Executive Board member or officer pursuant to any criminal statute, or to the liability of an Executive Board member or officer for the payment of taxes pursuant to local, state, or federal law.

(b) In discharging the duties of their respective positions, the Executive Board members and officers may, in considering the best interests of the Association, consider the effects of any action upon employees and upon suppliers of the Association and upon communities in which the Planned Community is located, and all other pertinent factors. The consideration of those factors shall not constitute a violation of the standards described above.

(c) Absent breach of fiduciary duty, lack of good faith or self-dealing, actions taken as an Executive Board member or officer or any failure to take any action shall be presumed to be in the best interests of the Association.

(d) To the extent permissible under Pennsylvania law, expenses incurred by an Executive Board member or officer in defending a civil or criminal action, suit or proceeding shall be paid by the Association in advance of the final disposition of such action, suit or proceeding upon the request of the Executive Board member or officer, after the Association has received an undertaking by or on behalf of such person to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Association.

(e) To the extent permitted under Pennsylvania law, each member of the Executive Board, in his capacity as an Executive Board member, officer or both, shall be indemnified by the Association against all expenses and liabilities, including reasonable attorneys' fees, reasonably incurred by or imposed upon him in connection with any proceeding in which he may become involved by reason of his having been a member and/or officer of the Executive Board, or any settlement of any such proceeding, whether or not he is an Executive Board member, officer or both at the time such expenses are incurred, except in such cases wherein such Executive Board member and/or officer is adjudged guilty of breach of the standards of conduct described above; provided that, in the event of a settlement, this indemnification shall apply only if and when the Executive Board (with the affected member abstaining if he is then an Executive Board member) approves such settlement and reimbursement as being in the best interest of the Association; and provided further that, indemnification hereunder with respect to any criminal

action or proceeding is permitted only if such Executive Board member and/or officer had no reasonable cause to believe his conduct was unlawful. The indemnification by the Unit Owners set forth in this subparagraph (e) shall be paid by the Association on behalf of the Unit Owners and shall constitute a Common Expense and shall be assessed and collectible as such. Such right of indemnification shall not be deemed exclusive of any other rights to which such Executive Board member and/or officer may be entitled as a matter of law or agreement or by vote of the Unit Owners or otherwise.

(f) The Executive Board may obtain insurance to satisfy the indemnification obligation of the Association and all Unit Owners set forth in subparagraph (e) above, if and to the extent available.

## **ARTICLE XL BUDGETS, COMMON EXPENSES, ASSESSMENTS AND ENFORCEMENT**

11.1 **Annual Payments:** All regular Common Expense assessments made in order to meet the requirements of the Association's annual budget shall be deemed to be adopted and assessed on an annual basis and shall be due and payable in advance, on the first day of each year. Special assessments shall be due and payable in one or more payments, as determined by the Executive Board. Upon the sale of the first Unit in each phase of the development project, all Units within that phase, including Units owned by the Declarant, will be assessed a Common Expense Assessment. No assessment shall be made or levied upon Units in future phases until a Unit is sold or conveyed to a party other than the Declarant or Successor Declarant.

11.2 **Fee and Charges: Liens:** The Board may impose any fees, charges, late charges, fines and interest which may be levied by the Executive Board pursuant to Section 5302(a)(10), (11) and (12). The Association has a lien on a Unit for any assessment levied against that Unit or fines imposed against the Unit Owner from the time the assessment or fine becomes due. Foreclosure, perfection and priority of the lien shall be in accordance with Section 5315 of the Act.

11.3 **Reserve:** Each annual budget for Common Facilities shall include an amount reasonably considered by the Executive Board to be sufficient as a reserve for replacements and contingencies. To initiate such reserve, Declarant shall collect from each Unit Owner at the time of purchase of the Unit, an initiation fee of One Hundred and 00/100 (\$100.00) Dollars.

11.4 **Accounting:** On or before the first day of January of each calendar year commencing 1999, the Executive Board shall supply to all Unit Owners an itemized accounting of the Common Expenses for the preceding calendar year actually incurred and paid together with a tabulation of the amounts collected pursuant to the annual budget or assessments and leases and sales of property owned or managed by the Executive Board on behalf of the Association, and showing the net excess or deficit of income over expenditures plus reserves.

11.5 **Special Assessments:** If any annual budget proves inadequate for any reason including nonpayment of any Unit Owner's assessments, or any nonrecurring Common Expense

or any Common Expense not set forth in the annual budget as adopted, the Executive Board may at any time levy a further assessment, which shall be assessed to the Unit Owners according to each Unit Owner's Allocated Interest in the Common Facilities. Such further assessment shall be payable in one or more monthly payments during such period of time as the Board may determine. The Executive Board shall serve notice of such further assessment on all Unit Owners by a statement in writing giving the amount and reasons therefore, and such further assessment shall become effective and shall be payable at such time or times as determined by the Executive Board.

11.6 **Interest and Charges:** All sums assessed by the Executive Board against any Unit Owner as a regular or special assessment shall bear interest thereon at the then maximum legal rate provided by the Act from the fifth (5th) day following default in payment of any installment when due. Any delinquent Unit Owner shall also be obligated to pay (i) all expenses of the Board, including reasonable attorneys' fees, incurred in the collection of the delinquent assessment by legal proceedings or otherwise, and (ii) any amounts paid by the Board for taxes or on account of superior liens or otherwise to protect its lien, which expenses and amounts together with accrued interest and late charges, shall be deemed to constitute part of the delinquent assessment and shall be collectible as such subject to Article 11.2 above.

11.7 **Surplus:** Any amounts accumulated from assessments for Common Expenses and income from the operation of the Common Facilities to which such Common Expenses pertain in excess of the amount required for actual Common Expenses and reserves for future Common Expenses shall be credited to each Unit Owner in accordance with Allocated Interests, said credits to be applied to the next assessment of Common Expenses due from said Unit Owners under the current fiscal year's budget, and thereafter, until exhausted.

## ARTICLE XII. ALIENATION

12.1 **Restrictions on Transfer:** There are no restrictions on the subsequent transfer of a Unit except that such transfer is subject to the terms, conditions, provisions and requirements of this Declaration.

## ARTICLE XIII. INSURANCE; CONDEMNATION

13.1 **Generally:** The Executive Board, to the extent reasonably available, shall acquire and pay for insurance to be written by insurers licensed in Pennsylvania and having a Best's Insurance Rating of "B" general policyholder's rating and III financial size category or an "A" general policyholder's rating, or their equivalent if such rating is no longer available in the amounts as required by the Act in addition to and subject to the following:

(a) *Board's Discretion.* Such insurance as the Executive Board deems advisable in the operation, and for the protection of the Common Facilities.

(b) **RELEASE.** EACH UNIT OWNER AND THE EXECUTIVE BOARD HEREBY WAIVES AND RELEASES ANY AND ALL CLAIMS WHICH HE OR IT MAY HAVE AGAINST ANY OTHER UNIT OWNER, THE ASSOCIATION, THE EXECUTIVE BOARD AND MEMBERS THEREOF, THE DECLARANT AND THEIR RESPECTIVE EMPLOYEES AND AGENTS, FOR DAMAGE TO THE COMMON OR CONTROLLED FACILITIES AND THE UNITS, OR TO ANY PERSONAL PROPERTY LOCATED IN THE UNITS AND THE COMMON FACILITIES OR CONTROLLED FACILITIES, CAUSED BY FIRE OR OTHER CASUALTY OR ANY ACT OR OMISSION OF ANY SUCH PARTY TO THE EXTENT THAT SUCH DAMAGE IS COVERED BY FIRE OR OTHER FORM OF HAZARD INSURANCE.

(c) **Contribution.** If the act or omission of a Unit Owner, or of a member or his family, a household pet, guest, occupant or visitor of such Unit Owner, shall cause damage to the Common Facilities, or Controlled Facilities or maintenance, repairs or replacements shall be required which would otherwise be a Common Expense, then such Unit Owner shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Executive Board, to the extent such payment is not waived or released under the provisions of subparagraph "(c)" of this Article.

(d) **Recovery of Proceeds.** Any release or waiver referred to in subparagraphs "(c)" and "(d)" hereof shall be valid only if such release or waiver does not affect the right of the insured under the applicable insurance policy to recover thereunder. The Unit Owners and the Executive Board, with regard to the insurance carried by each of them, shall use their best efforts to see that their insurance carriers agree that such release or waiver does not affect their rights to recover.

(e) **Property and Casualty Limits.** Comprehensive general liability and property damage insurance as required by the Act shall be in such limits as the Board shall deem desirable provided that such limit shall not be less than One Million (\$1,000,000.00) Dollars per occurrence, for personal injury and/or property damage, insuring the Association, the Board members, the managing agent, if any, and their respective agents and employees, and the Unit Owners from any liability to the public or to the Unit Owners, their tenants or invitees, relating in any way to the Ownership and/or use of the Common Facilities, Controlled Facilities or any part thereof.

(f) **Forms.** The Executive Board may obtain such other forms of insurance as the Board shall elect to effect including Board members and officers liability insurance and such Worker's Compensation insurance as may be necessary to comply with applicable laws.

(g) **Fidelity Bonds.** The Executive Board may obtain a fidelity bond or bonds or insurance policy to protect against dishonest acts on the part of the Board members, officers, agents (including, agents for the management of the Property), employees, volunteers and all others who handle, or are responsible for handling funds of the Association. If obtained, such bond or bonds or insurance policy shall name the Association as an obligee or insured and shall be in the amount of one hundred fifty

(150%) percent of the then current annual budget for Common Expenses or such higher amount as the Board deems appropriate; provided, however, in no event in an amount less than the sum of three months' assessments on all Units plus the Association's reserve funds. Such bond or bonds or insurance policy shall contain: (1) a waiver of defense based upon the exclusion of persons who serve without compensation from the definition of "employee" or other appropriate provisions to assure coverage of such persons; and (2) a provision that the Bond may not be cancelled or substantially modified without at least ten (10) days prior written notice to the Association.

(h) *Premiums.* Except as otherwise provided in this Declaration, premiums for all insurance obtained or maintained by the Board, fees and expenses of the insurance trustee, if any, and the cost of any appraisal which the Board deems advisable in connection with any insurance, shall be Common Expenses.

(i) *Attorney in Fact.* The Executive Board is hereby irrevocably appointed as attorney-in-fact for each Unit Owner and for each holder of a mortgage or other lien upon a Unit and for each Owner of any other interest in the Property for the purpose of purchasing and maintaining insurance as set forth in this Section including the collection and appropriate disposition of the proceeds thereof; the negotiation of losses and execution of releases of liability; the execution of all documents; and the performance of all other acts necessary to accomplish such purpose.

### 13.2 Insurance Trustee:

(a) *Names Trustee.* The Executive Board shall have the option, in its sole discretion, of naming as an insured, on behalf of the Association, an Insurance Trustee with whom the Association has entered into an insurance trust agreement. The duty of the Insurance Trustee shall be to receive, hold or otherwise properly dispose of, in accordance with Section 5312 of the Act, proceeds of insurance designated in the Insurance Trust Agreement in trust for Unit Owners and their Permitted Mortgagees as their interests may appear.

(b) *Proceeds.* The net proceeds of all property insurance policies and (subject to the provisions of Article 13.4) the net award or other net proceeds of any taking by the power of or a power in the nature of eminent domain or pursuant to a deed in lieu of condemnation, shall be paid to and distributed by the Executive Board or any Insurance Trustee as follows:

(i) in cases where the Premises are to be repaired, replaced and restored in appropriate progress payments to the contractors, materialmen, engineers, architects, or other persons engaged by the Executive Board who have rendered services or furnished materials for such repair and restoration, provided that appropriate waivers of mechanics or materialmen liens are first validly recorded before any work is commenced by each such person; and

(ii) in cases where there is a termination of the Planned Community, in accordance with the provisions of Section 5320 of the Act.

(c) *Application of Proceeds.* If the amount of insurance proceeds or the amount of the award or such other net proceeds shall exceed the cost of repairs and restoration in cases governed by clause (b)(i), the excess shall be applied against Common Expenses.

### 13.3 General Insurance Provisions:

(a) *Provisions.* All policies of insurance carried under Article 13.1 shall:

(i) provide that they shall not be cancelled or modified without at least 10 days prior written notice to all whose interests are covered thereby, including, without limitation, the holders of Permitted Mortgages in the case of policies of property and fidelity insurance;

(ii) provide that the policy is primary coverage and that the coverage afforded thereby shall not be affected or diminished or result in contribution by reason of any additional insurance separately carried by any Unit Owner or by any other person or entity;

(iii) provide that the insurer shall not have the option to restore the insured premises in lieu of making a cash payment of the proceeds;

(iv) provide that each Unit Owner is an insured person under the policy with respect to liability arising out of his Ownership of an undivided interest in the Common Facilities or membership in the Association and that no act or omission by any Unit Owner, unless acting within the scope of his authority on behalf of the Association, will void the policy or be a condition of recovery under the policy.

Duplicate originals of all such insurance policies and renewals shall be delivered by insurers (at least 30 days prior to the renewal in case of each renewal) to the Executive Board and to any Insurance Trustee.

(b) *Premiums.* No Unit Owner shall do or permit any act which would void or impair the coverage afforded by said policies or would result in an increase in the premium therefor; and any Unit Owner not complying therewith shall be liable to the Association for the amount of any such increase.

(c) *Notice of Violation.* If the insurance required by Article 13.1 of this Declaration is not maintained at any time, the Association shall promptly give each Unit Owner written notice of that fact.

#### 13.4 **Condemnation:**

(a) *Disposition.* The disposition of the Allocated Interest of a Unit acquired in whole or in part by the power of or a power in the nature of eminent domain and the consequences of certain such acquisitions of part of a Unit or of part of the Common Facilities shall be as provided in Section 5107 of the Act.

(b) *Notice.* Whenever any proceedings are instituted which could result in the temporary or permanent taking, injury or destruction of all or part of the Common Facilities, by the power of or a power in the nature of eminent domain or by an action or deed in lieu of condemnation, the Executive Board and each Unit Owner shall be entitled to notice thereof and the Executive Board shall, and each Unit Owner at his expense may, participate in such proceedings. In any such proceedings, damages shall be determined for such taking, injury or destruction as a whole and not for each Unit Owner's interest therein.

### ARTICLE XIV. DECLARANT'S RIGHTS

#### 14.1 **Control:**

(a) Not later than sixty (60) days after conveyance of twenty-five (25%) percent of the Units to Unit Owners other than Declarant, one member of the three (3) member Executive Board shall be elected by Unit Owners other than Declarant.

(b) Not later than the earlier of (i) five (5) years after the date of the first conveyance of a unit, or (ii) one hundred sixty (160) days after seventy-five (75%) percent of the Units are conveyed to Unit Owners other than Declarant, all members of the Executive Board shall resign and the Unit Owners (including Declarant to the extent of Units owned by Declarant) shall elect a new three (3) member Executive Board, at least a majority of whom must be Unit Owners.

14.2 **Special Declarant Rights:** Anything in this Declaration or in the Bylaws to the contrary notwithstanding, Declarant reserves certain rights (collectively, the "Special Declarant Rights"), in addition to any expressly contained in the Act, as follows:

(a) Declarant reserves the unrestricted right to sell any Units which it continues to own after the recording of this Declaration.

(b) Declarant shall have the right to maintain within the Planned Community, management offices and signs advertising sales of Units in the Planned Community.

(c) Declarant reserves the unrestricted right, as it deems appropriate, to complete all improvements to the Common Facilities, if any, provided, however, that the Declarant will endeavor not to interfere with the use of any Unit in connection therewith.

(d) Convert any unsold Unit into two or more Units, Common Facilities, or into two or more Units and Common Facilities.

(e) Declarant reserves the right to amend the Declaration and to change or alter the location and dimensions of Units in future phases provided that such change or alteration does not conflict with the architectural control and protective covenants set forth in Article VII and VIII hereof by the imposition of lesser standards. Declarant may increase the size of individual Units, thus decreasing the total number of Units, and Declarant may increase the minimum building size on a Unit.

14.3 **Assignment:** Any one or more of the Special Declarant Rights, as created and reserved under this Article or elsewhere received by Declarant hereunder may be assigned by Declarant to any other party in connection with any financing provided to Declarant, and such assignment shall be effective as to all persons or parties affected thereby if at such time the instrument evidencing such transfer is executed both by the transferrer and the transferee of the subject Special Declarant Rights and is recorded in the Office of the Recorder of Deeds in and for Cumberland County. The holder of any mortgage obligation encumbering the Declarant's interest in the Planned Community may succeed to the Special Declarant Rights, whether or not the Declarant has assigned the Special Declarant Rights to the holder of such mortgage. No such Mortgagee shall be liable for any acts or omissions of the Declarant relating to the Special Declarant Rights and arising prior to (i) such Mortgagee exercising its rights under the preceding sentence or (ii) such Mortgagee's acceptance of a specific assignment of the Special Declarant Rights and succeeding to the Declarant's rights hereunder.

14.4 **Transfer of Declarant's Rights:** Declarant reserves the right pursuant to Section 5304 of the Act to transfer Declarant's rights.

#### ARTICLE XV. REAL ESTATE TAXES

15.1 **Real Estate Taxes.** Real estate taxes are to be separately assessed to each Unit Owner for his or her Unit as provided for in Section 5105(b) of the Act. Until the Common Facilities are completed, Declarant is solely responsible for real estate taxes assessed against or allocable to the Common Facilities, if any.

#### ARTICLE XVI. MISCELLANEOUS

16.1 **Interpretation:** The provisions of this Declaration shall be liberally construed in order to effectuate Declarant's desire to create a uniform plan for development and operation of a residential project. The headings preceding the various paragraphs of this Declaration are intended solely for the convenience of readers of this Declaration.

16.2 **Severability:** The provisions of this Declaration shall be deemed independent and severable, and the invalidity or unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision or portion thereof unless such deletion



shall destroy the uniform plan for development and operation of the residential project uniform plan for development and which this Declaration is intended to create.

16.3 **Invalidity.** The invalidity of any provision of this Declaration shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration and, in such event, all other provisions of this Declaration shall continue in full force and effect as if such invalid provision had never been included herein.

16.4 **Waiver.** No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

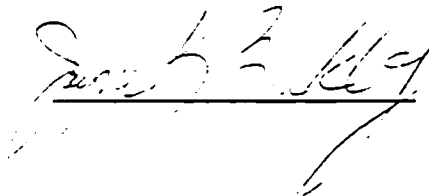
16.5 **Gender.** The use of the masculine gender in this Declaration shall be deemed to refer to the feminine gender, and the use of the singular shall be deemed to refer to the plural and vice versa, whenever the context so requires.

16.6 **Effective Date.** This Declaration shall become effective when it together with the Plans have been recorded with the Recorder of Deeds of Cumberland County.

IN WITNESS WHEREOF, the Declarant has caused its name to be signed to these presents on this the 2nd day of February, 1998.

ATTEST/WITNESS:

PAMAY DEVELOPMENT CO., INC.



By: Harry S. Claypool, Sr.  
Harry S. Claypool, Sr., President

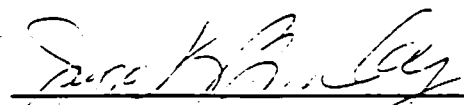
COMMONWEALTH OF PENNSYLVANIA )  
 ) ss.  
COUNTY OF CUMBERLAND )

On this, the 2nd day of February, 1998, before me, the undersigned officer, personally appeared Harry S. Claypool, Sr., who acknowledged himself to be the President of Pamay Development Co., Inc., a Pennsylvania corporation, and that he as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

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

My Commission Expires:

Notarial Seal  
Jayne K. Brintley, Notary Public  
Harrisburg, Dauphin County, PA  
My Commission Expires July 20, 1998

  
\_\_\_\_\_  
Notary Public (SEAL)

Recorded on this \_\_\_\_ day of February, 1998 in the Recorder's Office of Cumberland County in Miscellaneous Book \_\_\_\_ Page \_\_\_\_.

Given under my hand and the seal of the said office, the date above written.

\_\_\_\_\_  
RECORDER

**EXHIBIT A**  
**LEGAL DESCRIPTION**

**ALL THAT CERTAIN** tract of land partly situate in North Middleton Township and partly in Middlesex Township, Cumberland County, Pennsylvania, bounded and described as follows:

**BEGINNING** at a spike in the center of Township Road No. 499 at the corner of lands now or formerly of Edlu Corporation; thence by said lands and along a fence line, South 00 degrees 54 minutes West 4,243.79 feet to a point in the center of the Condoquinet Creek; thence up the center of said Creek 1,909 feet, more or less to a point; thence along lands now or formerly of Bernard W. Shughart, Robert C. Magee and Walter F. Nickel, Jr., and along a fence line, North 3 degrees 5 minutes West, 2,450.23 feet to a post; thence along lands now or formerly of Walter F. Nickel, North 82 degrees 8 minutes East, 186 feet to a post; thence by the same, North 4 degrees 22 minutes West, 156 feet to a post situate along Township Route No. 499; thence along and in said Township Road, North 59 degrees 24 minutes 40 seconds East, 608.1 feet to a spike in said Road; thence in same, North 57 degrees 48 minutes 40 seconds East, 216 feet to a point; thence by the same, North 60 degrees 4 minutes 40 seconds East, 259.8 feet to a spike; thence by the same, North 62 degrees 11 minutes 20 seconds East, 105.9 feet to a spike; thence by the same, North 67 degrees 25 minutes 20 seconds East, 80.1 feet to a spike; thence by the same, North 73 degrees 5 minutes 20 seconds East, 676.8 feet to a spike; thence in same and along lands now or formerly of Paul W. Albright, North 73 degrees 57 minutes East, 92 feet to a spike, the place of **BEGINNING**.

Being described according to a survey of Thomas A. Neff, R. S. dated December 14, 1970.

**BEING THE SAME** premises which Mary Verdelli and Ceasar Verdelli by their Deed dated January 4, 1989 and recorded January 5, 1989, in the Office of the Recorder of Deeds, in and for Cumberland County, Pennsylvania in Deed Book T-33, page 296 granted and conveyed unto Pamay Development Co., Inc., a Pennsylvania corporation.

**EXHIBIT "B"**

**PLANS**