

PREPARED BY: BRUBAKER CONNAUGHTON GOSS
& LUCARELLI LLC
RETURN TO: BRUBAKER CONNAUGHTON GOSS
& LUCARELLI LLC
480 NEW HOLLAND AVENUE, SUITE 6205
LANCASTER, PA 17602

PARCEL ID:

Pursuant to the provisions of 68 Pa.C.S.A. Section 5201
this Declaration shall be recorded
in the Office of the Recorder of Deeds
in and for Lancaster County, Pennsylvania
and is to be indexed in the same records
as are notarized for the recording of a deed
and shall identify GRH-3, LLC (Declarant)
as the grantor, Owner and
The Settlements East, a Flexible Planned Community
(Name of Planned Community)
as the grantee.

The real property made subject to this Declaration
is located in Manheim Township,
Lancaster County, Pennsylvania

DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS
AND ESTABLISHMENT OF HOMEOWNERS ASSOCIATION
FOR THE SETTLEMENTS EAST,
A FLEXIBLE PLANNED COMMUNITY
IN MANHEIM TOWNSHIP, LANCASTER COUNTY, PENNSYLVANIA

THE PLAT REFERENCED IN THE DECLARATION HAS BEEN RECORDED
CONCURRENTLY HEREWITH AT INSTRUMENT NO. _____-J.

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DECLARATION
OF COVENANTS, RESTRICTIONS, EASEMENTS
AND ESTABLISHMENT OF HOMEOWNERS ASSOCIATION
FOR THE SETTLEMENTS EAST, A FLEXIBLE PLANNED
COMMUNITY IN MANHEIM TOWNSHIP,
LANCASTER COUNTY, PENNSYLVANIA

This Declaration is made this ____ day of _____, 2019, by GRH-3, LLC ("Declarant") as the Owner of the subject property as described herein.

PREAMBLE

WHEREAS, Declarant is the owner of all of the real property described in Exhibit "A" attached to and made a part of this Declaration ("Subject Property"); and

WHEREAS, Declarant desires to subject the Subject Property to the terms of this Declaration and create a Flexible Planned Community; and

WHEREAS, the Subject Property has been approved for subdivision by Manheim Township, Lancaster, County, Pennsylvania as shown on that certain plan identified as Final Phase 1 Subdivision and Land Development Plan for The Settlements East prepared by Robert Gabriel Associates, Inc., dated January 31, 2018, last revised May 24, 2018 as modified by the Revised Final Phase 1 Subdivision and Land Development Plan for Settlements East dated March 26, 2019 and last revised September 13, 2019 (herein collectively referred to as "Subdivision Plan") and which such Subject Property has been subdivided by the recordation of said Subdivision Plan in the Office of the Recorder of Deeds in and for Lancaster County, Pennsylvania ("Recorder's Office") on July 12, 2018 at Instrument No. 2018-0289-J, and on September 27, 2019 at Instrument No. 2019-0386-J, such subdivision, improvement and development of the Subject Property pursuant to the Subdivision Plan is also herein referred to as "Approved Development")¹; and

WHEREAS, the Subject Property is one of a number of parts (each such part is herein referred to as a "Property Phase") of a certain larger parcel of land depicted upon Sheet 3 of the Original Subdivision Plan (herein referred to as the "Overall Parcel") situate in Manheim Township, Lancaster County, Pennsylvania, (herein referred to as "Overall Development Plan"), as such Overall Development

¹ The Subject Property does not include Parcels A and B depicted upon the Subdivision Plan. Parcels A and B shall not be subject to this Declaration or part of the Community.

Plan as amended if amended may be approved, in whole or in Property Phases, by Manheim Township; and

WHEREAS, Declarant desires to develop and improve the Subject Property pursuant to the Subdivision Plan, as amended if amended, and, further, Declarant desires to develop and improve the Subject Property pursuant to the Overall Development Plan as the same shall be approved by Manheim Township and pursuant to all requirements of all governmental entities having jurisdiction thereof, subject to the rights of Declarant as set forth herein to modify the Subdivision Plan and the Overall Development Plan, with the intent that the Owners of the Units and their invited guests may have the benefit, use and enjoyment of certain portions and improvements to the Property Phases as and when developed which shall include areas and improvements to the Subject Property providing vehicular and pedestrian access to the Subject Property and storm water management, subject to the obligation of each Owner of a Unit within the Subject Property to contribute to the cost of maintenance and improvement of storm water management facilities and areas and improvements to the Subject Property providing vehicular and pedestrian access, and all other obligations of the Association all as more fully set forth in this Declaration; and

NOW, THEREFORE, Declarant hereby declares that the Subject Property, and each part of, or Unit in, the Subject Property (excepting any part thereof, if any, Conveyed or to be Conveyed to Governmental/Public Service Entities) is and shall be held, transferred, sold, and occupied subject to the easements, covenants, conditions, restrictions, charges and liens set forth in this Declaration.

AND FURTHER, the Subject Property is, by this Declaration, made a Flexible Planned Community (as such term is defined by the Act) in accordance with the provisions of the Act.

ARTICLE I - DEFINITIONS

In addition to the terms set forth in this Article I, words and terms in this Declaration shall be defined pursuant to the provisions of the Act unless inconsistent therewith, in which case this Declaration shall control.

- 1.1 "Act" shall mean and refer to the Pennsylvania Uniform Planned Community Act, 68 Pa.C.S.A. §5101, et seq.
- 1.2 "Additional Real Estate" shall mean and refer to such portions of the Overall Parcel which have not been made subject to the provisions of this Declaration, i.e., Phase 2 as depicted upon the Subdivision Plan.
- 1.3 "Approved Development" shall mean and refer to the development and

improvement of the Subject Property pursuant to and in accordance with:

- 1.3.1 the Subdivision Plan, as the same may be modified, as approved by Manheim Township, Lancaster County, Pennsylvania; and,
- 1.3.2 the Manheim Township Zoning Ordinance, as the same may be amended.
- 1.4 "Association" shall mean and refer to The Settlements East Homeowners Association, Inc., a Pennsylvania non-profit corporation, as organized pursuant to the provisions of the Act.
- 1.5 "Association Interest" shall mean and refer to the relative interest in the Association of each Unit. The Association Interest of each Unit shall be the quotient of one (1) divided by the then number of Units in the Subject Property.
- 1.6 "Association Obligations" shall mean and refer to the requirements of the Association to comply with and to perform all obligations and duties:
 - 1.6.1 pursuant to all provisions of this Declaration and of the Governing Documents, including but not limited to the obligations set forth in **Section 4.2** of this Declaration and all other obligations herein and therein; and,
 - 1.6.2 pursuant to all provisions of all conditions, covenants and restrictions of record applicable to the Subject Property.
- 1.7 "Common Elements" shall mean and refer to the Common Facilities and the Controlled Facilities.
 - 1.7.1 "Common Facilities" shall mean and refer to the General Common Facilities and the Limited Common Facilities.
 - 1.7.1.1 "General Common Facilities" shall mean all that interest in (including all of the improvements thereto) all of the Subject Property not designated as Units, including therein improvements within lands identified upon the Plat and defined in this Declaration as Roadways not accepted for dedication by any Governmental/Public Service Entity, street lighting, pedestrian easements, landscape strips within the Roadway Right-of-Way and the Storm Water System, all excluding areas and improvements Conveyed or to be Conveyed to any Governmental/Public Service Entity (provided that any

improvement which was offered for dedication but which (a) has not been accepted and (b) has been completed as evidenced by a recorded certificate of completion shall be deemed a Common Facility), and all excepting the Limited Common Facilities.

- 1.7.1.2 "Limited Common Facilities" shall mean and refer to Common Facilities allocated for the exclusive use appurtenant to one or more but fewer than all of the Units. Limited Common Facilities are set forth in **Section 2.6.2** of this Declaration.
- 1.7.2 "Controlled Facilities" shall mean and refer to those portions of the Subject Property whether or not a part of a Unit, which are not Common Facilities but are maintained, improved, repaired and replaced by the Association and shall mean and refer to the General Controlled Facilities and the Limited Controlled Facilities.
- 1.7.2.1 "General Controlled Facilities" shall mean and refer to all of the Controlled Facilities which are not Limited Controlled Facilities. General Controlled Facilities are set forth in **Section 2.6.4** of this Declaration.
- 1.7.2.2 "Limited Controlled Facilities" shall mean and refer to Controlled Facilities allocated for the exclusive use appurtenant to one or more but fewer than all of the Units. Limited Controlled Facilities are set forth in **Section 2.6.4** of this Declaration.
- 1.8 "Common Expense Liability" shall mean and refer to liability of each Unit for a proportionate share of General Common Expenses and Special Allocation Expenses. The Common Expense Liability of each Unit each year is the product of the Association Interest of such Unit and the General Common Expense Budget together with the Special Allocation Expense Assessment against such Unit all as duly adopted pursuant to the provisions of **Sections 5.4 and 5.5** of this Declaration.
- 1.9 "Community" shall mean and refer to the Subject Property as developed in accordance with the Approved Development, if and as modified, into Units, Common Elements, and areas Conveyed or to be Conveyed to Governmental/Public Service Entities.
- 1.10 "Declarant" shall mean and refer to GRH-3, LLC, its successors and assigns for the purpose of development. Declarant may assign the rights and delegate the duties of Declarant herein in whole or in part to one or more assignees, in accordance within the Act.

- 1.11 "Declaration" shall mean and refer to this Declaration, as it may be amended from time to time.
- 1.12 "Development Period" shall mean and refer to the time period shall mean and refer to the period of time during which Declarant may control the Executive Board of the Association as defined by Section 5303(c) of the Act, as the same may be amended or extended from time to time.
- 1.13 "Driveways" shall mean and refer to all pavement, curbs, and other components and facilities appurtenant thereto, not within any structure, as are constructed within the Subject Property (but not within the Roadway Rights-of-Way) for the purpose of driving and/or parking of vehicles thereon.
- 1.14 "Dwelling" shall mean and refer to the structure erected or constructed on a Unit, used or to be used as the residence of natural persons.
- 1.15 "Executive Board" shall mean and refer to the body of persons, duly elected or appointed pursuant to the provisions of **Section 4.5** of this Declaration and the Bylaws of this Association, designated and empowered by this Declaration to act on behalf of the Association.
- 1.16 "Financing Agencies" shall mean and refer to those federal, state, local and private agencies and entities which regulate, participate, or otherwise have an interest in the financing, whether the primary or secondary mortgage market, security, title, or conveyancing or real property interests in the Community including but not limited to the Department of Housing and Urban Development, Federal Housing Administration, Federal Home Administration, Veterans Administration, Federal Home Loan Mortgage Corporation, Federal National Mortgage Association and other similar entities.
- 1.17 "Governing Documents" shall mean and refer to this Declaration, the Articles of Incorporation of the Association, and the Association Bylaws as all may be duly amended from time to time.
- 1.18 "Improvements" shall mean and refer to all those changes, items and facilities set forth on Exhibit "C" hereto which shall be made to, constructed on, or placed within the Subject Property including without limitation all of the same as defined as "Improvements" in the Manheim Township Subdivision and Land Development Ordinance as amended.
- 1.19 "Lot" and "Unit" are synonymous and each shall mean and refer to each and every one of those certain parcels of land, shown on the Subdivision Plan and

the Plat as numbered lots or parcels, upon each of which one or more residential dwellings are or may be erected, provided that Parcels A, B and C depicted upon the Subdivision Plan are not subject to this Declaration and shall not be Lots or Units within the Community.

- 1.20 "Member" or "Membership" shall mean and refer to members of the Association. The owner, or owners collectively if more than one, of each individual Unit shall constitute one Member of the Association. Each Member shall hold one Membership in the Association. The Association shall have such number of Memberships as there are Units in the Subject Property.
- 1.21 "Overall Development Plan" shall mean and refer to Sheet 3 of 26 that certain plan identified as Phase 1 Final Subdivision and Land Development Plan for The Settlements East prepared by Robert Gabriel & Associates, Inc., dated January 31, 2018, last revised May 24, 2018, as such Overall Development Plan, as amended, if amended, shall have been approved by Manheim Township.
- 1.22 "Overall Parcel" shall mean and refer to that certain real property described in Exhibit "A" and Exhibit "B" attached hereto and made a part hereof.
- 1.23 "Owner," "Lot Owner," and "Unit Owner" are synonymous and each shall mean and refer to the record owner, whether one or more persons and/or entities, of a Unit which is a part of the Subject Property, excluding those having such interest, however described, merely as security for the performance of an obligation. Provided, however, a mortgagee in possession shall be deemed an Owner during the time of possession.
- 1.24 "Plat" shall mean and refer to the drawings intended to be recorded concurrently with this Declaration pursuant to §5210 of the Act.
- 1.25 "Protective Covenants" shall mean and refer to the Declaration of Protective Covenants for Settlements East recorded immediately hereafter.
- 1.26 "Roadways" and "Streets" are synonymous and each shall mean and refer to the Roadway Rights-of-Way and the Cartways and shall mean and refer to all those certain rights in, and improvements to the Subject Property designated for, and shown on the Subdivision Plan as for, vehicular access to Lots and other portions of the Subject Property.
 - 1.26.1 "Roadway Rights-of-Way" shall mean and refer to the perpetual easement rights and privilege of access for ingress, egress, and regress on, over, through and within all those certain portions of the Subject Property depicted and shown on the

Subdivision Plan as for the purpose of vehicular access to Lots and other portions of the Subject Property (but excluding therefrom Alleys).

1.26.2 "Cartways" shall mean and refer to all pavement, curbs, and other components and facilities appurtenant thereto as are constructed within the Roadway Rights-of-Way for the purpose of driving of vehicles thereon (but excluding therefrom any Driveways).

1.27 "Storm Water System" shall mean and refer to the Storm Water Facilities and the Storm Water Easements and shall mean and refer to all those certain rights in, and improvements to, inter alia, the Subject Property and the neighboring properties now or formerly owned by (a) Calvary Church and (b) Jason M. and Mary Jane B. Hess designated for the purpose of storm water drainage detention, retention and/or control of the volume and/or rate and/or the direction of storm water.

1.27.1 "Storm Water Facilities" shall mean and refer to all basins, pipes, swales, inlets, outfalls, dissipaters, spreaders, systems and other components and facilities appurtenant thereto as are constructed for the purpose of storm water drainage management, (but excluding therefrom any such facilities which are located entirely within, and for the sole purpose of storm water management within, the boundaries of a single Lot).

1.27.2 "Storm Water Easements" shall mean and refer to the perpetual easement rights and privilege of access for ingress, egress, and regress on, over, through, under and within:

1.27.2.1 all those certain portions of the Subject Property depicted and shown on the Subdivision Plan and the Plat as "Drainage Easements" for the purpose of installing, operating, inspecting, replacing, adding to, maintaining and repairing the Storm Water Facilities as necessary or desirable in connection with operation of the Storm Water Facilities; and

1.27.2.2 easements established by that certain Stormwater Access Easement Agreement dated July 2, 2017, and of record in the Recorder's Office at Instrument Number 6407324, over the adjacent lands of Jason and Mary Jane Hess.

1.27.2.3 easements established by that certain Stormwater Access Easement Agreement dated May 29, 2018, and of record in the Recorder's Office at Instrument Number 6407323, over the adjacent lands of Calvary Church.

1.27.2.4 easements established by that certain Stormwater Management Agreement and Declaration of Easement dated February 14, 2018, and of record in the Recorder's Office at Instrument Number 6407325.

1.28 "Subdivision Plan" shall mean and refer to:

1.28.1 that certain set of plans, comprised of sheets numbered 1-26 inclusive, collectively identified as Final Subdivision and Land Development Plan for The Settlements East prepared by Robert Gabriel & Associates, Inc., dated January 31, 2018, last revised May 24, 2018 as approved by, and on file with, Manheim Township, Lancaster County, Pennsylvania, as the same may be modified by the Manheim Township Board of Commissioners, a portion of such Final Subdivision and Land Development Plan for The Settlements East being recorded in the Recorder's Office at Instrument Number 2018-0289-J.

1.28.2 That certain set of plans comprised of sheets numbered 1-5 inclusive, collectively identified as Revised Final Subdivision and Land Development Plan for Settlements East prepared by Robert Gabriel & Associates, Inc. dated March 26, 2019, last revised September 13, 2019 as approved by and on file with Manheim Township, a portion of such Revised Final Subdivision and Land Development Plan for Settlements East being recorded in the Recorder's Office at Instrument Number _____

In the event that any Subdivision Plan is revised or modified and approved by all government entities having jurisdiction as revised or modified, such revised or modified and approved Subdivision Plan shall replace and supersede any and all previous Subdivision Plans to the extent of any and all differences between Subdivision Plans.

DECLARANT EXPRESSLY RESERVES THE RIGHT TO REVISE ANY PORTION OF THE SUBDIVISION PLAN THAT IS NOT SUBJECT TO THIS DECLARATION, WITHOUT THE CONSENT OF THE ASSOCIATION OR ANY LOT OWNER, BUT SUBJECT TO RECEIPT OF NECESSARY GOVERNMENTAL APPROVALS REQUIRED UNDER APPLICABLE LAWS OR ORDINANCES.

REVISIONS TO THE SUBDIVISION PLAN AS APPLIED TO THE PROPERTY SUBJECT TO THIS DECLARATION SHALL BE GOVERNED BY THE TERMS OF THIS DECLARATION.

1.29 "Subject Property" shall mean and refer to that certain real property described in Exhibit "A" attached hereto and made a part hereof.

1.30 "Township" shall mean and refer to the Township of Manheim, Lancaster

County, Pennsylvania, a township of the second class, duly and properly constituted as a political subdivision of the Commonwealth of Pennsylvania.

ARTICLE II - DESCRIPTIONS

2.1 Declarant's Right to Modify

All of the descriptions set forth in this Article II are subject to the right of Declarant to modify the descriptions pursuant to the provisions of this Declaration or the Act.

2.1.1 The dimensions of the community to be developed pursuant to the terms of this Declaration, the boundaries, locations, and dimensions of Units, Common Elements, and Improvements, including Roadways, may be altered by Declarant and portions of Common Elements may be allocated as Limited Common Elements by Declarant, subject to the following limitations:

2.1.1.1 Any alteration of the dimensions of the community to be developed pursuant to the terms of this Declaration and/or any alteration to the boundaries, locations, and dimensions of Units, Common Elements, and Improvements, including Roadways, shall have been approved by all governmental entities having jurisdiction of a plan or plans of subdivision and/or land development which supersede and replace, in whole or in part, one or more Subdivision Plans as such Subdivision Plans are defined in **Section 1.28** of this Declaration; and

2.1.1.2 Any alteration to any Limited Common Elements, including but not limited to the allocation to which Unit or Units each Limited Common Element is allocated, shall require the consent of the Unit Owner(s) and Lot Owner(s) whose Unit(s) and Lot(s) are affected; and

2.1.1.3 An Amendment to this Declaration setting forth the alterations to the dimensions of the community to be developed pursuant to the terms of this Declaration and/or to the boundaries, locations, and dimensions of Units, Common Elements, and Improvements, including Roadways, and/or to any Limited Common Elements, including but not limited to the allocation to which Unit or Units each Limited Common Element is allocated shall have been executed by the Declarant and recorded pursuant to the provisions of § 5219(c) of the Act; and

- 2.1.1.4 If any alteration permitted by this **Section 2.1.1** shall result in any relocation of boundaries between units, plats or plans necessary to show the altered boundaries between adjoining units and their dimensions and identifying numbers shall be prepared and recorded pursuant to § 5214 of the Act; and
- 2.1.1.5 If any alteration permitted by this **Section 2.1.1** shall result in any subdivision of a Unit into a combination of Units and Common Elements, an Amendment to this Declaration, including the Plats and Plans, subdividing that Unit shall be prepared and recorded pursuant to § 5215 of the Act; and
- 2.1.1.6 If any alteration permitted by this **Section 2.1.1** shall result in any portion of the Common Elements being allocated as Limited Common Elements, an Amendment to this Declaration setting forth the portions of common Elements so allocated as Limited Common Elements shall have been executed by the Declarant pursuant to § 5209(c) of the Act.

2.2 Property Subject to this Declaration

The real property which is, and shall be, held, transferred, sold, conveyed and occupied subject to this Declaration is the Subject Property, located in Manheim Township, Lancaster County, Pennsylvania, as described in Exhibit "A" attached hereto and made a part hereof.

There is no real estate in which the Unit Owners will own only an estate for years, and there are no noncontiguous parcels of real estate comprising the Community. There are no encroachments by or upon any portion of the Community.

2.3 Name, Location, and Dimensions of Community

The name of the community to be developed pursuant to the terms of this Declaration is "The Settlements East, a Flexible Planned Community." The location and dimensions of the community to be developed pursuant to the terms of this Declaration are shown and depicted on the Plat.

2.4 Plats and Plans

The Plat to this Declaration is intended to be recorded concurrently herewith in the Plan Book of the Recorder's Office. Pursuant to §5210(a) of the Act,

all information required by §5210 of the Act being contained in the Plat, separate plats and plans are not required. The Certification required by §5210(i)(3) of the Act is set forth on the Plat.

Existing improvements to the Subject Property are shown on the Plat. All Improvements (as such term is defined in **Section 1.18** of this Declaration) shown on the Plat **MUST BE BUILT** and the intended location and dimensions of all such Improvements (the location and dimensions of which are capable of being shown on a plan) are shown on the Plat.

In the event of any discrepancy between any Subdivision Plan (including any Subdivision Plan which is revised or modified and approved by all government entities having jurisdiction which replaces and supersedes any and all previous Subdivision Plans) and the Plat, the latest Subdivision Plan shall control and will define location and dimensions of the community, the Common Elements, all Lot boundaries, Unit identifying numbers, and the location and dimensions of all easements serving or burdening any portion of the planned community to the extent shown on such Subdivision Plan, and all other matters shown and depicted on the Plat.

2.5 Units

Each Unit is defined and described as being a Lot as shown on the Subdivision Plan upon which one or more residential dwellings are or may be erected (including any portion which may be subject to a Storm Water Easement), excepting therefrom any real estate which are Common Facilities and further excepting therefrom real estate conveyed or to be conveyed to governmental/public service entities. The identifying number of each Unit is the Lot Number for such Unit as shown on the Subdivision Plan and the Plat. The vertical boundaries of each Unit are the Lot boundaries as shown on the Subdivision Plan and the Plat. There are no horizontal boundaries to any Unit. In the event of any discrepancy between the Plat and the Subdivision Plan, the Subdivision Plan shall be controlling.

There are no buildings that contain or comprise all or part of any Unit. Further, there are no buildings located within the Subject Property which must be built.

There are fifty-seven (57) Units and Lots in the Subject Property. Additional Units and Lots may be created within the Additional Real Estate.

Unit(s) (i.e., Lot(s)) owned by Declarant may be subdivided into two or more units (i.e., Lots), common elements or a combination of units or common elements without the consent of the Association or any Unit Owner, subject

to the provisions of § 5215 of the Act, provided that the total number of Units that Declarant may create through subdivision of another Unit(s) shall be an aggregate total of no more than one hundred (100) Units.

2.6 Common Elements

The Common Elements are comprised of both Common Facilities and Controlled Facilities.

2.6.1 The General Common Facilities are defined in **Section 1.7.1.1** of this Declaration and include:

2.6.1.1 All Roadways, to the extent not accepted for dedication by Manheim Township or any other governmental entity, and further to the extent Cartways within such Roadways are not Limited Common Facilities.

2.6.1.2 The Storm Water System to the extent not accepted for dedication by Manheim Township or to any other governmental entity.

2.6.1.3 Street lights located within the Subject Property or located within rights-of-way dedicated to Manheim Township or to any other governmental entity, if such street lights are not accepted for dedication.

2.6.2 The Limited Common Facilities are defined in **Section 1.7.1.2** of this Declaration and include: Currently, there are no Limited Common Facilities.

2.6.3 Neither the General Common Facilities nor the Limited Common Facilities include any real property conveyed to governmental/public service entities.

2.6.4 The Controlled Facilities are defined in **Section 1.7.2** of this Declaration and include:

2.6.4.1 General Controlled Facilities

2.6.4.1.1 Street lights located within rights-of-way dedicated to Manheim Township or to any other governmental entity, if such Street lights are not accepted for dedication.

- 2.6.4.1.2 Those portions of the Storm Water system located on real estate which is not owned or leased by the Association, including, but not limited to, the Lots, the adjacent real estate owned by Calvary Church, and the adjacent real estate owned by Melvin H. and Laura B. Hess.
- 2.6.4.2 Limited Controlled Facilities
 - 2.6.4.2.1 Landscaping and lawns to the extent not maintained by the responsible Owner(s) in accordance with the Governing Documents.
 - 2.6.4.2.2 The exterior of each home on a Lot, including roof, deck, porches, doors, stoops to the extent not maintained by the Owner thereof in accordance with the Governing Documents.
 - 2.6.4.2.3 Driveways and Sidewalks to the extent not maintained by the responsible Owner(s) in accordance with the Governing Documents.
 - 2.6.4.2.4 Any other improvements upon the Lot/Lots to the extent not maintained by the responsible Owner(s) in accordance with the Subdivision Plan and Governing Documents.

The description of the obligations of the Association for the maintenance, improvement, repair, replacement, regulation, management and control of the Controlled Facilities is set forth in **Section 4.2.2** of this Declaration.

2.7 Time Share Estates.

There are no time-share estates created by the provisions of this Declaration.

2.8 Additional Real Estate

The Additional Real Estate in which additional Lots, Units, Common Elements, and Limited Common Elements may be created is such portion of the Overall Parcel which has not been made subject to the provisions of this Declaration. The Additional Real Estate is described in Exhibit "B".

2.9 Convertible and Withdrawable Real Estate

Currently, there is no Convertible Real Estate in which additional Units, Common Elements, and Limited Common Elements or any combination thereof may be created.

Currently, there is no Withdrawable Real Estate which may be withdrawn from the Community.

Declarant may identify any portion of any of the Additional Real Estate incorporated into the Subject Property as Convertible or Withdrawable.

2.10 Uncompleted Improvements and Common Elements

2.10.1 Common Authority and Responsibility

All of the Subject Property shall be developed and all public improvements and improvements to Common Elements shall be completed according to the Approved Development, under Declarant's common authority and responsibility. Declarant may assign the rights and delegate the duties of common authority and control herein to an assignee, subject, however, that no such assignment shall be valid unless in writing and notice thereof shall have been given, in writing, to the Township.

Upon completion of an Improvement pursuant to the provisions of **Section 2.10.5** of this Declaration, the Association shall have common authority and responsibility for such Improvement.

2.10.2 Completion

All public improvements to the Subject Property and all Common Elements shall be completed within one year after commencement of construction of such improvements and Common Elements, or within such additional time as shall be agreed to between Declarant and Township.

Declarant is required to complete all improvements to the Subject Property and the Common Elements by the later of a) the date of the conveyance or lease to third parties by a Declarant of the last Unit owned by a Declarant, or b) or the date of the expiration of the Development Period as such Development Period is defined in **Section 1.12** of this Declaration.

2.10.3 Responsibility Prior to Completion

Until each improvement to the Subject Property and Common Elements shall be completed, the Declarant shall be solely responsible for real estate taxes assessed against or allocable to such improvement to the Subject Property or the Common Elements and for all other expenses in connection with such improvement to the Subject Property or Common Elements. Declarant shall have no responsibility to pay taxes upon Lots conveyed to others.

2.10.4 Financial Security for Completion

2.10.4.1 For the Benefit of the Association

Declarant, by this Declaration, guarantees to the Association that all improvements to the Subject Property and the Common Elements shall be completed. No third-party guarantee, bond, escrow, letter of credit or other mechanism is provided by the Declarant to the Association to assure, for the benefit of the Association, completion of the improvements and the Common Elements. Only the Declarant's own guarantee is provided to the Association to assure completion of the improvements and the Common Elements.

2.10.4.2 For the Benefit of the Township

Declarant has posted, with the Township, a Letter of Credit issued by a financial institution acceptable to Township, in addition to the Declarant's own guarantee of completion, to assure, for the benefit of the Township, completion of public improvements to the Subject Property and Common Elements, in accordance with the provisions of the Pennsylvania Municipalities Planning Code (53 P.S. §10101, et seq.) There is no time limit of the term of the Letter of Credit posted with the Township.

2.10.5 Completion

Any portion of the community, improvement to the Subject Property, or Common Element which will be maintained by the Association will be deemed to be completed upon the recording of a certificate executed by an independent registered surveyor, architect or professional engineer stating that the portion of the community, improvement to

the Subject Property, or Common Element is substantially completed in accordance with the descriptions set forth in this Declaration, the plats and plans and the public offering statement and so as to permit the use of such portion of the community, improvement to the Subject Property or Common Element for its intended use.

ARTICLE III - PROPERTY RIGHTS AND RESPONSIBILITIES

3.1 Maintenance Obligations of All Owners

3.1.1 Dwelling and Dwelling Related Improvements upon a Lot

Except as set forth in **Section 4.2.2** of this Declaration, the maintenance, repair and replacement as and when required of any portion of any building located on a Lot shall be the sole responsibility of the owner or owners of such Lot. The Grantee of each Lot in the Subject Property, by the entry of a deed for said Lot, whether or not it shall be so expressed in such deed, obligates and binds such Grantee, and the heirs, successors and assigns of such Grantee, and such Grantee is deemed to covenant as a covenant running with the land, that the Grantee of the Lot will at all times maintain any and all buildings and improvements on the Lot in a manner which preserves, keeps functional, complies with all applicable Township, County, State and Federal laws and retains the functional condition thereof and further in such a manner that lack of maintenance, repair or replacement shall not impair the structural integrity of any larger building of which the building is a part.

3.1.2 Sidewalks & Driveways

The Grantee of each Lot in the Subject Property, by the acceptance of a deed to Lot, whether or not it shall be so expressed in such deed, obligates and binds such Grantee, and the heirs, successors and assigns of such Grantee, and such Grantee is deemed to covenant as a covenant running with the land, that the Grantee of the Lot will at all times maintain, repair and replacement in a manner which preserves, keeps functional, complies with all applicable Township, County, State and Federal laws and retains the functional condition thereof, any and all driveways and sidewalks or other pedestrian facilities:

3.1.2.1 located on the Lot; or

3.1.2.2 located between the Roadway Right-of-Way Line and the Cartway (as such terms are defined in **Section 1.25** of the

Declaration) between side property line(s) (being each Lot boundary which intersects with the Lot Right-of-Way Line) in common with adjacent Lot(s) extended to the Cartway.

The maintenance, repair and replacement of driveways and sidewalks or other pedestrian facilities as herein set forth shall include the responsibility for snow removal and treatment for ice accumulation.

3.1.3 Mowing and Landscaping

The Grantee of each Lot in the Subject Property, by the acceptance of a deed to Lot, whether or not it shall be so expressed in such deed, obligates and binds such Grantee, and the heirs, successors and assigns of such Grantee, and such Grantee is deemed to covenant as a covenant running with the land, that the Grantee of the Lot will at all times mow, maintain, and replace all grassy areas, trees and landscaping upon a Lot, in a manner which preserves, keeps functional, complies with all applicable Township, County, State and Federal laws. The Owner's obligation shall include mowing of all grassy areas within Storm Water Easements located on the Owner's Lot.

3.2 Rights, Disclosure and Assumption of Conditions

3.2.1 Impervious Coverage

Declarant hereby places all future owners of the Premises, including individual Lot Owners, that the Storm Water Facilities were designed to accommodate a limited amount of impervious coverage (excluding sidewalks) upon all Lots. The impervious coverage limitation for each Lot is identified upon Exhibit D attached hereto. The impervious coverage limitations shall continue to apply after the initial construction of the dwelling upon the lot. After the construction of the dwelling, the Lot Owner shall consult with the Township before adding any additional impervious coverage to the lot. If a Lot Owner desires to exceed the stated maximum impervious coverage, the Lot Owner shall be required to implement additional storm water management facilities, which shall be reviewed and approved by the Township prior to construction. Further, the Lot Owner may need additional Township approvals, e.g. zoning approval, to exceed the lot coverages identified above. Any such Township approval is in addition to Association approval under Article VI. Declarant, subject to Township approval, reserves the right to reallocate impervious coverage from Lots that Declarant owns without the approval of the Association or other Lot

Owner.

3.2.2 Pipeline Easement

As depicted upon the Subdivision Plan and the Plat, the Community is traversed by a 50 foot easement for a +/- 10 inch petroleum pipeline. Lots affected by the pipeline easement include Lots 9, 21, 22, 25, 26, 63, 64, and 48 – 60. Construction within the pipeline easement is restricted pursuant to the terms of the applicable easement(s) of record.

3.2.3 Best Management Practice Area with Storm Water Basin.

Lots 39 – 42 and 44 – 46 are subject to a storm water management easement for the construction of a storm water management basin and other best management practices. The Lot Owner shall be responsible for mowing all grassy areas. The Association shall maintain the BMP's and functioning of the basin and BMP's.

3.3 Common Elements

3.3.1 Common Facilities

All of the Subject Property which is neither a part of any Unit, nor Conveyed nor to be Conveyed to a Governmental/Public Service Entity, is a Common Facility.

3.3.2 Disposition of Common Facilities

The Association may not be dissolved nor dispose of the Common Facilities, nor any portion thereof, by sale or otherwise, except upon conveyance of the common facilities to a governmental/public service entity or other organization which such other organization has been organized for, or has adopted the purpose of, ownership of the Common Facilities and performance of the duties and obligations of the Association as set forth in the Governing Documents, subject to the provisions of §5318 of the Act and subject to 1) written approval of the Board of Supervisors of Manheim Township, 2) written approval of Declarant, and 3) written notice thereof to all Owners.

The Roadways as defined in **Section 1.26** of this Declaration, in whole or in part, have been made subject to a continuing and irrevocable offer of dedication to Manheim Township, and it is anticipated that Manheim Township will accept dedication. However, the Township

has no obligation to accept dedication of any Roadway or other improvement offered for dedication. Declarant does not warrant the Township will accept dedication of the Roadways or any other improvement. If any Improvement is not accepted for dedication, including any Roadway, such Improvement shall be maintained by the Association as a Common Element.

3.3.3 Use of Common Elements

The Common Elements shall remain in perpetuity reserved and restricted to use for Roadways, Storm Water Facilities, accessways, utility and other easements and servitudes and such other uses as are consistent with the Governing Documents.

3.3.4 Owner's Easement of Enjoyment

Every Owner shall have a right of enjoyment in and to the Common Elements which are not Limited Common Facilities which shall be appurtenant to and be inseverable from each Unit.

3.3.5 Delegation by Owner

Every Owner shall have the right to delegate, in accordance with the Governing Documents, his or her right of enjoyment in and use of the Common Elements to the members of his or her family, guests, or contract purchasers who reside in the Owner's Unit.

3.4 Limitation of Easements, Rights and Privileges

The easements, rights and privileges granted by this Declaration shall be for the benefit of and be restricted solely to the Declarant, the Township, the Association and the Owners from time to time of all or any portion of the Subject Property, and such Owners may grant the benefit of such rights and privileges in accordance with **Section 3.3.5** of this Declaration, but the same is not intended to create, and shall not be construed as creating any rights in and for the benefit of the general public.

3.5 Easements and Licenses

3.5.1 Each Lot shall be subject to a Snow Storage Easement within the required front yard setback for the placement of snow plowed from Cartways and other vehicular accesses within the Community.

3.5.2 The Storm Water Easements as defined in **Section 1.27.2** of this

Declaration are hereby granted to the Association as easements in gross and further hereby made subject to a continuing and irrevocable offer of dedication to Manheim Township.

3.5.3 Each Unit Owner shall afford to the Association and to its agents or employees access through the Unit reasonably necessary for the purposes of maintenance, repair and replacement of the Common Elements.’

3.5.4 Each Unit is subject to:

3.5.4.1 rights-of-way in perpetuity upon, over, under, through and across the Unit for the grading construction, placement and maintenance of one or more walls, fences, landscaping, and similar structures and uses and for conduits, lines and systems, being or providing conveyance of utility services to the Overall Property, together with such service equipment, facilities and components thereof as shall be necessary therefor; and

3.5.4.2 access easements for the free and uninterrupted right of entry, ingress, egress and regress upon, over, under, through and across the Unit for access for the installation, placement, maintenance, repair, replacement, modification, or any other grading, construction, reconstruction or removal of one or more walls, fences, landscaping, and similar structures and uses and for conduits, lines and systems, being or providing conveyance of utility services to the Overall Property, together with such service equipment, facilities and components thereof as shall be necessary therefor; and

3.5.4.3 negative easements and covenants running with the land prohibiting any use of, or conditions to be created or maintained on, the Unit interfering with the use and purpose of the access easements and rights-of-way set forth in this **Section 3.5.4**.

3.5.4.4 Upon any use of the access easements and rights-of-way set forth in this **Section 3.5.4** for the purposes of such access easements and rights-of-way, upon the completion of any work performed, including, but not limited to, the construction, repair, rebuilding, relocation, or removing of all, or any portion, of any utility service line installed

pursuant to the easements, such user shall, at user's sole cost and expense, restore any part of the Unit disturbed by such work including regrading as necessary to approximately the same grades as existed before the work commenced, and shall plant appropriate vegetative ground cover on all areas disturbed by the work.

3.5.5 There is hereby reserved to Declarant, and any governmental/public service entity is hereby granted the right to use, an easement and a right-of-way in perpetuity for free and uninterrupted right of entry, ingress, egress and regress upon, over, under, through and across the all of the Common Facilities, for the placing and maintaining of utility service equipment, facilities and components on the Common Facilities, whether for the purpose of serving the Subject Property or any other property or properties, and for access for the installation, removal, maintenance, repair or replacement of any utility or service conduits, lines and systems, including, but not limited to, those providing water, sanitary sewer, storm water management (including but not limited to storm water drainage swales, culverts, piping, discharge outlets, basins and similar improvements), electric, telephone, gas, cable, communication or any other such service, subject to the condition that upon any use of the Easements or Right-of-Way reserved by this Section for the purposes of such Easements or Right-of-Way, upon the completion of any work performed, including, but not limited to, the construction, repair, rebuilding, relocation, or removing of all, or any portion, of any of the aforesaid service components pursuant to the Easements hereby granted, the user shall, at user's sole cost and expense, restore any part of the land disturbed by such work to approximately the same condition as existed prior to the commencement of work.

3.5.6 For so long as the Declarant or successor to or assign of Declarant is engaged in developing or improving any portion of the Overall Property, there is hereby reserved to Declarant and to any and all Assignee Declarant(s), which Declarant and Assignee Declarant(s) may assign to designees of Declarant or Assignee Declarant(s), an unlimited blanket easement and a right-of-way for free and uninterrupted right of entry, ingress, egress and regress upon, over, under, through and across the entire Subject Property for the purpose of Declarant' s or Assignee Declarants' discharge of all of Declarant's or Assignee Declarants' obligations or of Declarant's or Assignee Declarants' exercise of the rights of Declarant or Assignee Declarant(s) as set forth in this Declaration, of Declarant' s discharge of all of Declarant's obligations or of Declarant' s exercise of the rights of Declarant as set

forth in this Declaration, any and all development activities including without limitation including any structures erected or constructed thereon in whole or in part, erection and maintenance of identification, directional and promotional signs, conduct of sales activities including maintenance of any office or model homes, storage, movement and use of building and construction materials, equipment and personnel, construction and modification of structures including Dwellings, Common Elements including Storm Water Facilities, Cartways, Alleys, vehicle and pedestrian areas and utility services, and grading and regrading, including removal of existing vegetation including trees, all to the extent Declarant or Assignee Declarant(s) shall, in Declarant's or Assignee Declarants' sole judgment, deem appropriate or necessary in the development of the Subject Property.

- 3.5.7 The Declarant reserves for itself, and its successors and assigns a blanket easement over, upon, in, under and across all Units in the Community until such time the Improvements are complete for the purpose of performing such actions and correcting, repairing, altering, replacing, constructing and/or removing such Improvements.
- 3.5.8 Declarant reserves for itself, the Association and Declarant's successors and assigns (a) a blanket easement upon, across, over and under the Subject Property for the purpose of constructing, reconstructing, enlarging, repairing, inspecting, maintaining, removing and relocating all storm water management facilities, sanitary and storm sewer facilities, water lines, telephone, electrical, cable and other utility lines and related facilities and appurtenances with respect to all of the foregoing to serve any real estate and (b) free ingress, egress and regress on, over, across and under the Subject Property, at all times and seasons forever, in order to construct, reconstruct, enlarge, repair, inspect, maintain, remove and relocate any of the foregoing improvements.
- 3.5.9 Declarant reserves for itself and its successors and assigns a temporary easement over every Unit transferred by Declarant to facilitate the construction of dwellings on other Units within the Subject Property. The rights granted under this temporary easement shall include, but are not limited to, the right of free ingress, egress and regress on, over, across and under the conveyed lot to facilitate the construction and grading upon the other Units, the right to regrade the conveyed Units and such other rights as Declarant's deems necessary to complete the construction of dwellings. Further, during the term of this easement, the Owner of a Unit shall be prohibited from planting any trees, bushes, shrubs or other landscaping upon the conveyed Unit

without the prior written permission of the Declarant. This temporary easement shall burden each transferred Unit for a period of twelve (12) months following the transfer of the Unit to a non-Declarant.

- 3.5.10 The Declarant reserves for itself, and its successors and assigns (a) an easement over, upon, in, under and across the Subject Property for the sole and limited purpose of performing such actions as are consistent with the approved Grading Plan for the Overall Property, including but not limited to the correction, regrading, alteration, replacement, addition, construction and/or removal of earth, improvements, landscaping, facilities and/or any other item, and (b) free ingress, egress and regress on, over, across and under the Subject Property, at all times and seasons forever, in order to carry out the foregoing actions.
- 3.5.11 No Owner (other than Declarant) shall change the grade of his/her Unit without prior written permission from the Declarant, the Board of Directors of the Association and Manheim Township (if necessary), provided that the change or alteration must be consistent with the approved Grading Plan for the Property. If an Owner (other than Declarant) changes or alters the grade of his/her Unit without the written permission of the Declarant and/or the Board of Directors or in contravention of the Grading Plan, and Declarant (or the Association as an assign of Declarant) exercises its rights under **Section 3.5.10** above, Declarant and/or the Association shall not be liable for any damages to such Unit, the landscaping on the Unit or any other claim arising out of Declarant's or the Association's actions to regrade the non-compliant Unit. Such Owner shall be solely responsible for the re-installation of grass and landscaping upon such regraded Unit, and such Owner shall reimburse Declarant or the Association (as the case may be) all costs associated with the regrading of the Unit, including attorney's fees and other professional fees. If Declarant or the Association initiates legal proceedings to recover the amounts due under or to enforce this Section, Declarant or the Association shall also be entitled to recover its reasonable attorney's fees associated with the enforcement of the obligations under this Section.
- 3.5.12 In addition to the fence restrictions set forth in Article VI of this Declaration, no Owner shall install any fence, wall, structure or landscaping within, over, or through storm water easements/facilities, utility easements or clear sight triangles.
- 3.5.13 Some or all of the Subject Property is subject to recorded restrictions,

easements and licenses. As of the date of this Declaration, the following restrictions, easements or licenses appurtenant to or included in the Subject Property are recorded in the Recorder's Office as follows:

[INSERT FROM TITLE REPORT]

- 3.5.14 There is hereby explicitly reserved to the Declarant, during and only during the ten (10) years following the recording of this Declaration, the unrestricted option to subject the Subject Property to easements or licenses in favor of Governmental/Public Service Entities as are required for the provision of public utilities to and through any real estate and/or as are reasonably required for the construction of improvements to any real estate in accordance with all laws, ordinances and regulations of all governmental entities having jurisdiction thereof. The grant by the Declarant of such easements and/or licenses shall affect the Association not greater than a) the effects of the easements and licenses set forth in **Section 3.5** of this Declaration together with b) the effects of development and improvement of the Subject Property in accordance with the Approved Development. Further, the grant by the Declarant of such easements and/or licenses shall not, individually, result in a greater than ten percent (10%) increase or decrease in the annual General Common Expenses Budget of the Association.
- 3.5.15 There is hereby explicitly reserved to the Declarant, during and only during the ten (10) years following the recording of this Declaration, the unrestricted option to subject the Subject Property and Storm Water System to easements or licenses in favor of any property owners, as Declarant may determine, without the consent of the Association or Lot Owners, for the discharge of storm water into and through the Storm Water System, provided that the beneficiary of such easement is required to contribute to the maintenance of the portion of the Storm Water System being utilized by such beneficiary in proportion to the total acreage draining through or into such portion of the Storm Water System. The grant by the Declarant of such easements and/or licenses should not affect the Association not greater than a) the effects of the easements and licenses set forth in **Section 3.5** of this Declaration together with b) the effects of development and improvement of the Subject Property in accordance with the Approved Development. Further, the grant by the Declarant of such easements and/or licenses should not, individually, result in a greater than ten percent (10%) increase or decrease in the annual General Common Expenses Budget of the Association.

3.5.16 The Roadways within the Subject Property are subject to access easements in favor of and usage by the owners/occupiers of any portion of the balance of the Overall Parcel (whether or not such real estate is added to the Subject Property and subject to this Declaration), to the extent there are connections between the Roadways within the Subject Property and the balance of the Overall Parcel. Declarant agrees that the connecting Roadways within the balance of the Overall Parcel (whether or not such real estate is added to the Subject Property and subject to this Declaration) will be subject to an access easement in favor of and usage by the owners/occupies of the Subject Property. The grant by the Declarant of such easements and/or licenses should not affect the Association not greater than a) the effects of the easements and licenses set forth in **Section 3.5** of this Declaration together with b) the effects of development and improvement of the Subject Property in accordance with the Approved Development. Further, the grant by the Declarant of such easements and/or licenses should not, individually, result in a greater than ten percent (10%) increase or decrease in the annual General Common Expenses Budget of the Association.

3.5.17 All Roadway Rights of Way and Storm Water Easements, as depicted upon the Subdivision Plan, are subject to an easement in favor of the balance of the Overall Property.

3.6 Addition of Other Property to the Provisions of this Declaration

There is hereby explicitly reserved to the Declarant the unrestricted option to make subject, or to refrain from making subject, to this Declaration, some or all of the Additional Real Estate, being those portions of the Overall Parcel not then subject to this Declaration, and, if making subject to this Declaration, to within such Additional Real Estate designate parts thereof as Lots, Common Elements, Limited Common Elements, Convertible Real Estate and/or Withdrawable Real Estate. Declarant's rights under the prior sentence shall expire upon the later to occur of the following:

- (a) the expiration of ten years after the recording of the declaration;
or
- (b) in the case of a preliminary plan calling for the installation of improvements in sections, 120 days after municipal approval or denial of each particular section's final plat which was filed prior to the deadline approved or modified by the municipal governing body pursuant to Section 508(4)(v) of the Act of July 31, 1968 (P.L. 805, No. 247), known as the Pennsylvania Municipalities

Planning Code, or, in the event of an appeal from the municipal approval or denial of such final plat, 120 days after a final judgment on appeal; or

- (c) such later dates or extensions as authorized by any subsequent amendment to the Act or other enacted legislation.

If some, or all of the Additional Real Estate is made subject to this Declaration, a maximum of one hundred (100) Lots and Units may be created within the Additional Real Estate, all of which such Lots and Units shall be restricted exclusively to residential use.² If any Additional Real Estate is not made subject to this Declaration, no assurances are made regarding the manner of use of the Additional Real Estate, including without limitation, the type of use (e.g., commercial, residential, office, industrial, etc.) number of residences or size of other uses. No assurance is made regarding the extent to which any buildings and units which may be erected upon each portion of the Additional Real Estate will be compatible with the other buildings in the Community in terms of architectural style, quality of construction, principal materials employed in construction, and size. All, some, or none of the use and occupancy restrictions to which the Units are made subject by this Declaration may or may not be made applicable to Units within portions of the Additional Real Estate. Although buildings, improvements and limited common elements may be constructed, made or created upon or within each portion of the Additional Real Estate, no assurances are made as to the description or location of such buildings, improvements and limited common elements, including types, sizes and proportion of limited common elements to Units.

If some, or all of the Additional Real Estate is made subject to this Declaration and the number of Lots/Units within the Subject Property is increased, the following revisions would occur:

Because the number of Memberships in the Association is equal to the number of Units within the Subject Property, the number of Memberships in the Association would increase by the number of Units within the Additional Real Estate made subject to this Declaration and the Association Interest, relative voting Strength and Common Expense liability of each then existing Unit would be reduced by a percentage equal to the difference between the quotient of one (1) divided by the number of Memberships in the Association prior to the

²Preliminary Plans have been approved depicting eighty-four (84) lots within the Overall Property. However, Declarant reserves the right to modify those plans.

making the Additional Real Estate subject to this Declaration and the quotient of one (1) divided by the number of Memberships in the Association after making the Additional Real Estate subject to this Declaration, divided by the quotient of one (1) divided by the number of Memberships in the Association prior to the making the Additional Real Estate subject to this Declaration multiplied by 100.

Although the Common Expense Liability of each Unit would be reduced, the General Common Expenses of the Association would increase, with the result that the annual Assessment of Common Expense Liability against each Unit would either increase, decrease or remain unchanged; and

The Additional Real Estate, or portions (if any), may be added at different times and no assurance is made regarding the boundaries of such portions, or the order in which they may be added. If any such portion of the Additional Real Estate is made subject to this Declaration, there is no requirement nor prohibition that any other portion of the Additional Real Estate will, may or may not be made subject to this Declaration.

There are no limitations on the Declarant's options as set forth in this **Section 3.6** other than limitations created by or imposed by operation of law.

ARTICLE IV - THE SETTLEMENTS EAST HOMEOWNERS ASSOCIATION

4.1 The Association

The Association is a non-profit, non-stock corporation organized and existing under the laws of the Commonwealth of Pennsylvania and charged with the duties and vested with the powers prescribed by law and set forth in the Governing Documents, as such may be amended from time to time, provided no other Governing Documents other than this Declaration shall for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

4.1.1 Powers and Duties of the Association

The Association shall have all powers necessary to enjoy the rights of the Association and to perform the duties of the Association all as set forth in this Declaration and as set forth in the Act, including, but limited to, Section 5302 of the Act.

4.2 Maintenance Responsibilities of the Association

4.2.1 Common Elements

The Association shall have the obligation to make adequate provision for the maintenance, repair and replacement of, and to maintain, repair or replace as and when in the sole judgment of the Executive Board required, any and all buildings, structures, facilities, cartways, wetlands, ponds, lawn, trees, shrubs, landscaping, and land comprising the Common Elements, including without limitation all Limited Common Elements, Controlled Facilities and Limited Controlled Facilities, in accordance with applicable law, as amended.

4.2.1.1 Maintenance of Storm Water System

The Association shall have the obligation to make adequate provision for the repair and replacement of, and to repair and replace, as and when in the sole judgment of the Executive Board required to maintain in a manner which preserves, keeps functional, complies with all applicable Township, County, State and Federal regulations, ordinances and laws and retains the functional condition thereof the Storm Water System including without limitation all Storm Water Facilities including but not limited to all basins, pipes, swales, inlets, outfalls, dissipaters, spreaders, systems and other components and facilities appurtenant thereto as are constructed for the purpose of storm water drainage management (whether or not located upon the Subject Property) and in the performance of such obligation, if required to do so by Manheim Township, the Association shall enter into a storm water management agreement with Manheim Township to ensure long-term maintenance of the storm water management facilities. The Owner of a Lot shall be responsible for the mowing and seeding of all grassy areas within a Storm Water Easement upon such Owner's Lot.

The Association shall become a party to that certain Storm Water Management Agreement and Declaration of Easement, identified in Section 1.27.2.2 above and, pursuant to the terms thereof, the Association shall maintain the Storm Water Management Facilities as referred to therein, including compliance with maintenance responsibilities set forth therein.

The Association shall become an assignee of the NPDES Permit issued to the Declarants for this project and shall be responsible for the maintenance, repair and replacement of the Storm Water System in accordance with the terms of the NPDES Permit and

applicable regulations.

The Association shall undertake all post construction storm water maintenance obligations upon the NPDES Permit, the Subdivision Plan, the Storm Water Easements and other applicable requirements, as the same may be amended from time to time. See Exhibit "E" for the current post-construction management obligations for the Subdivision Plan.

Upon approval of the Declarant's notice of termination by the Department of Environmental Protection or by an authorized county conservation district, it shall be deemed that the association or Unit Owner, as applicable, agree to and shall become responsible for compliance with the storm water management facilities' permit terms and conditions, including long-term operation and maintenance of postconstruction storm water best management practices in accordance with applicable requirements.

4.2.1.2 Maintenance of Cartways.

The Association shall have the obligation to make adequate provision for the repair and replacement of, and to repair and replace, as and when in the sole judgment of the Executive Board required to maintain in a manner which retains the functional condition thereof, any and all Cartways, access, and parking areas (excepting only any of such as are accepted for dedication by Manheim Township or other Governmental/Public Service Entity) including the removal of snow therefrom and the treatment for ice accumulation thereon.

4.2.2 Controlled Facilities

The Association shall have the obligation to make adequate provision for the maintenance, repair and replacement of, and to maintain, repair or replace as and when in the sole judgment of the Executive Board required, in a manner which preserves, keeps functional, complies with all applicable Township, County, State and Federal regulations, ordinances and laws and retains the functional condition thereof all of the Controlled Facilities as defined in **Sections 1.7.2 and 2.6.4** of this Declaration, provided that the Owner of a Lot shall be responsible for the mowing and seeding of all grassy areas within a Storm Water Easement upon such Owner's Lot.

4.2.3 Curbside Collection of Household Trash and Recyclables

To the extent not controlled by the Township, the Association shall enter a contract with a reputable waste hauler for the curbside collection of household trash and recyclables under terms and conditions deemed acceptable to the Board. Upon entry of such contract by the Association, all Owners shall be obligated to utilize the Association's contracted waste hauler.

4.3 Insurance to be Carried by Association

The Association shall maintain such insurances as are required by, and such insurance coverage shall be maintained and administered in accordance with, the provisions of §5312 of the Act and shall include:

- 4.3.1 comprehensive general liability insurance, including medical payments insurance, in an amount determined by the executive board but not less than in the amount of \$1,000,000.00 covering all occurrences commonly insured against for death and bodily injury and \$500,000 covering all occurrences commonly insured against for property damage arising out of or in connection with the use, ownership or maintenance of the Common Elements which such insurance shall name Manheim Township, its elected and appointed officials, employees and agents as additional insureds; and
- 4.3.2 any other insurance deemed appropriate by the Executive Board to protect the Association or the Unit Owners.

Individual Unit Owners shall maintain fire and casualty insurance on their respective Unit and the Dwelling located thereon.

4.4 Membership and Voting Rights

The conditions of membership in the Association are such that the Members shall be those Owners and only those Owners from time to time of Dwellings and Units in the Subject Property.

Membership in the Association is coextensive with, and indivisible from the right to occupy a Unit in the Subject Property. Each and every Owner of a Unit shall be a Member of the Association. Membership shall be

appurtenant to and may not be separated from the ownership of a residential dwelling.

The Owner, or owners collectively if more than one, of each individual Unit shall constitute one Member of the Association. Each Member shall hold one Membership in the Association. The Association shall have such number of Memberships as there are Units in the Subject Property.

Each Membership shall have one vote in the Association. The total number of votes in the Association shall be equal to the total number of Units within the Subject Property.

4.4.1 Exercise of Vote

If any Membership is comprised of two or more persons (that is, if any individual Unit is owned by two or more persons), all such persons shall be entitled to the benefits of, and shall be responsible jointly and severally for the obligations of, membership in the Association. The vote for such Membership shall be cast as such owners shall decide amongst themselves and the vote may be exercised by any one of them, unless any objection or protest by any other of them is made prior to the completion of a vote, in which case the vote for such Membership shall be cast in accordance with the majority vote of such owners and if no majority vote of such owners shall be attainable, the vote of such Membership shall be cast as an abstention. In no event, however, shall more than one vote be cast with respect to any Membership.

Cumulative voting shall not be permitted for any other purpose.

4.5 Executive Board

The affairs of this Association shall be managed by an Executive Board, the members of which shall be elected by the Members in accordance with the Bylaws of this Association. The Executive Board shall be constituted and organized, and shall operate, in accordance with the Bylaws of this Association.

4.5.1 Powers and Duties of the Executive Board

The Executive Board shall have the powers to do all things necessary or appropriate to carry out the duties and obligations imposed upon it by the Governing Documents or otherwise by law and such powers shall include that the Executive Board may act in all instances on behalf of the Association.

4.5.2 Right and Limitation of Declarant to Appoint Members of the Executive Board

During and only during the Development Period as such Development Period is defined in **Section 1.12** of this Declaration, Declarant shall have the right to appoint and to remove at will, and, in the event of removal, resignation, death, termination, absenteeism or other event resulting in vacancy, to reappoint, at will, replacements for, no fewer than such number of members of the Executive Board as shall comprise a majority of the number of members of the Executive Board. Subject to the right of the Declarant, in Declarant's sole judgment, at will, to remove and replace such Declarant appointed members, with or without cause, the terms of such appointed members of the Executive Board shall be for the period from appointment until the termination of the Development Period.

Notwithstanding the right of Declarant to appoint members of the Executive Board pursuant to this **Section 4.5.2** of this Declaration:

- 4.5.2.1 not later than sixty (60) days after conveyance or lease by Declarant to persons other than a Declarant or Assignee Declarant(s) of twenty-five (25) Units (being 25% of the Units which may be created pursuant to the terms of this Declaration), the greater of one (1) or such number of members of the Executive Board as shall comprise a minimum of 25% of the number of members comprising the whole Executive Board shall be elected by Unit Owners other than the Declarant, and
- 4.5.2.2 not later than sixty (60) days after conveyance or lease by Declarant to persons other than a Declarant or Assignee Declarant(s) of fifty (50) Units (being 50% of the Units which may be created pursuant to the terms of this Declaration), the greater of one (1) or such number of members of the Executive Board as shall comprise a minimum of 33% of the number of members comprising the whole Executive Board shall be elected by Unit Owners other than the Declarant.
- 4.5.2.3 not later than sixty (60) days after conveyance or lease by Declarant to persons other than a Declarant or Assignee Declarant of seventy-five (75) Units (being 75% of the Units which may be created pursuant to the terms of this Declaration), all Declarant appointed members of the Executive Board shall resign and a new Executive Board shall be elected by all

members of the Association including Declarant.

4.5.3 Indemnification of Officers, Executive Board and Committee Members

The Association shall indemnify every Executive Board member, officer and committee member, his or her heirs, executors and administrators, against all loss, cost and expenses, including attorneys' fees, reasonably incurred by him or her in connection with any action, suit or proceeding to which he or she may be made a party by reason of his or her being, or having been, an Executive Board member, officer or committee member, except as to matters as to which he or she shall be finally adjudged in such action, suit or proceeding, to be liable for gross negligence or willful misconduct. All liability, loss, damage, cost and expense incurred or suffered by the Association by reason, or arising out of or in connection with, this indemnification provision shall be treated by the Association as General Common Expenses.

ARTICLE V - ASSESSMENTS

5.1 Creation of the Lien and Personal Obligation of Assessments

The Owner of each Unit in the Subject Property, by the acceptance of a Deed to said Unit, whether or not it shall be so expressed in such document, including without limitation any purchaser at judicial sale or heir or devisee of a deceased Owner obligates and binds himself, herself, his or her heirs and assigns, to become a Member of the Association and to be bound by all of its rules and regulations and to be subject to all of the duties and obligations imposed by Unit ownership of, and membership in, said Association and is deemed to covenant and agree to pay to the Association an annual assessment equal to the Common Expense Liability allocated to such Unit, and, subject to the provisions of §5314 of the Act, such assessments shall be established and collected as hereinafter provided.

Subject to the provisions of §5315 of the Act, all assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of each person who was the Owner of such property at the time when the assessment or installment thereof became due. The personal obligation for delinquent assessments shall not pass to successors in title unless expressly assumed by them, but nothing herein contained shall be deemed to discharge the lien of the assessment upon the real estate, the subject thereof. No Owner may waive or otherwise escape liability for the assessments provided for herein by

nonuse of the Common Elements nor by abandonment of the Unit.

Surplus funds accumulated by the Association shall be handled in accordance with Section 5313 of the Act.

5.2 Estoppel Certificate

Upon request therefor, the Executive Board shall provide an Estoppel Certificate in accordance with Section 5407 of the Act. A reasonable fee may be established from time to time for the cost of preparation of such certificate and shall be paid at the time of request for such certificate. A properly executed certificate of the Association as to the status of assessments or installments thereof on a Unit is binding upon the Association as of the date of its issuance as to any purchaser or mortgagee relying thereon in good faith, but shall not relieve the Owner of personal liability.

5.3 Purpose of Assessments

The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Subject Property and for the improvement and maintenance, repair and replacement of the Common Elements and for the performance of the obligations of the Association. In addition, the assessments may be used for the creation, maintenance and enhancement of reserves, and the maintenance of appropriate policies of insurance, and for the payment of all obligations required of the Association created by its own acts or imposed upon it by law or by the terms of the Governing Documents.

So long as Declarant is responsible for the maintenance of the Storm Water System, Roadways (or has dedicated the same to the Township), Declarant shall be subject to an assessment of insurance costs against all Units. If Declarant is not paying a full assessment for a lot, Declarant shall be responsible for removal of snow from the sidewalks located on Declarant's lot.

5.4 Annual Assessments

On or before sixty (60) days prior to the end of each Fiscal Year of the Association, the Executive Board shall adopt Annual General Common Expenses and Special Allocation Expenses Budgets in amounts deemed appropriate, in the sole judgment of the Executive Board, for the purposes set forth in the Governing Documents.

The Executive Board shall, at least thirty (30) days in advance of each annual assessment period, fix:

an annual assessment against each Unit for such Unit's General Common Expense Liability in an amount equal to the amount of the annual General Common Expenses Budget multiplied by such Unit's Association Interest; and

annual special allocation assessments against each Unit in an amount proportionate to the benefit to such Unit of the Special Allocation Expenses Budgets.

Written notice of the adopted budgets and Annual Assessments against each Dwelling shall be sent to every Unit Owner subject thereto. Unless objection to any Budget or Annual Assessment is made by the Owners of not less than fifty-one (51%) percent of the Units subject to such Assessment within thirty (30) days after the date of mailing of such notice, the same shall be deemed adopted and shall be binding on all Members of the Association as provided in this Declaration.

In the event that the Executive Board shall fail to fix any annual assessments for any fiscal year, then each assessment established for the prior fiscal year shall be continued until such time as the Executive Board shall act.

5.5 Special Assessments for Capital Improvements

In addition to the annual assessments authorized in the Governing Documents, the Executive Board may levy in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement of a part of the Common Elements including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of Owners of Units subject to the special assessment(s) voting at a meeting duly called for such purpose.

5.6 Notice and Quorum for any Action Authorized Under Section 5.6

Written notice of any meeting called for the purposes of taking any action authorized under **Section 5.6** shall be sent to all Owners of Lots subject to the special assessment(s) not less than ten (10) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty (60%) percent of all of the votes of the Owners of Dwellings subject to the special assessment(s) shall constitute a quorum. If the required quorum is not present, another

meeting may be called for a date not later than sixty (60) days following the preceding meeting, subject to the same notice requirement, and the required quorum at such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting.

5.7 Assessment to Repair Damage Caused by Owner or Others for Whom Owner is Responsible

The Executive Board may levy an assessment against any Unit for the Association's cost of repair, replacement (and expenses relating thereto) of any Common Element damaged as the result of the negligence or intentional conduct of any of such Unit's Owners, residents, tenants, occupants, or guests, employees, agents, invitee or licensee of any thereof.

5.8 Payments of Assessments

The Executive Board may authorize, in its discretion, any assessment to be paid in installments thereof on an annual, quarterly or monthly basis.

5.9 Assessment to Maintain, Repair or Replace the Dwelling, Driveway, Retaining Wall or other Dwelling Related Improvements Located on a Lot, or the Lot.

The Executive Board may levy an assessment against any Lot for the Association's cost of remediating, repairing or replacing (and expenses related thereto including attorney's fees) any Dwelling, Retaining Wall (including related fencing), landscaping or other improvement located on a Lot which is otherwise the Lot Owner's responsibility to bring such item in compliance with the provisions of this Declaration, rules or regulations issued by the Executive Board or applicable law.

5.10 Initial Assessment

Each Owner (other than a Declarant) shall, at the time of the first Conveyance of a Dwelling from a Declarant to such Owner, pay to the Association an initial assessment. The initial assessment shall constitute a non-refundable payment to the Association, to be used by the Association to pay start-up expenses, to prepay certain expenses, such as insurance premiums, and to provide an initial reserve against future expenses and shall not be credited as an advance payment of annual or special assessments. The initial assessment shall be: Five Hundred Dollars per Lot.

The Executive Board with approval of Declarant may adjust the initial assessments from time to time, provided that so long as a Declarant or

Assignee Declarant owns a lot within the Subject Property, the Declarant must approve any change to the initial assessment.

5.11 Effect of Non-Payment of Assessments: Remedies of the Association

Any assessment or installment thereof not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of fifteen (15%) percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien of such assessment or installment thereof against the Unit.

Each Owner on becoming an Owner of any Unit shall be deemed to covenant and agree to the enforcement of all assessments in the manner specified in this Declaration and in the Act. Each Owner agrees to pay reasonable attorney's fees as established from time to time by the Executive Board and costs incurred in the collection of any assessment against such Owner and/or such Owner's Unit, whether by suit or otherwise, or in enforcing compliance with or specific performance of the terms and conditions of the Governing Documents as against such Owner and/or such Owner's Unit.

Any assessment or installment thereof not paid within fifteen (15) days after the due date shall be delinquent. Thereupon the Association may exercise any one or more of the following remedies, after notice of such delinquency to the Owner, which are all declared to be cumulative and not exclusive. The selection of a single remedy or multiple remedies shall not be deemed an election thereby excluding any other remedies, but the Association may exercise any and all remedies singularly, consecutively, or concurrently: (a) declare the entire balance of such annual or special assessment due and payable in full; and (b) charge a late fee in the amount to be set by the Executive Board; and (c) upon notice to the Owner suspend the right of such Owner to vote and/or to use the Common Elements until the assessment and accrued charges are paid in full (except such Owner's right and easement of enjoyment in and to the Roadways, Retaining Walls, Storm Water System, and Controlled Facilities located on an Owner's Unit shall not be suspended at any time); and (d) employ any other remedies available at law or in equity which, without limitations of the foregoing, shall include either of the following procedures:

5.11.1 Enforcement by Suit

The Association may commence and maintain a suit by law against any Owner or Owners for such delinquent assessments as to which they are personally obligated. Any judgment rendered in any such action shall include the amount of the delinquency, together with

interest thereon at the rate of fifteen (15%) per cent per annum from the due date, costs of collection, court costs, and reasonable attorney's fees. Suit to recover any money judgment for any unpaid assessments shall be maintainable without foreclosing or waiving the lien hereinafter provided for.

5.11.2 Enforcement by Lien

The Association may foreclose the lien imposed by §5315 of the Act and perfected by the recordation of this Declaration in accordance with, and subject to, the provisions of §5315 of the Act.

ARTICLE VI - RESTRICTIVE COVENANTS

6.1 Single Family Residences Only

Unless otherwise hereinafter expressly provided, all Lots and residential dwellings constructed thereon shall be used solely for private, single family residential purposes. The use of a portion of a Structure on a Lot shall be considered a residential use if such use does not create regular customer or client traffic to and from the Lot. The Developer and its assigns shall not be bound by this Section, and may use any Lot as well as any structure built within a Lot for any purpose, consistent with applicable laws.

No more than one residential dwelling shall be constructed, placed or maintained on each Unit, and each dwelling shall be occupied by no more than one family as such term is defined in the Zoning Ordinance of Manheim Township, Lancaster County, Pennsylvania.

Any addition to the residential dwelling(s) constructed on each Unit, any fence, wall, planting or other improvement or modification erected, placed or maintained on a Lot shall be harmonious in design with the dwelling(s) on the Unit, but shall be subject to prior approval by the architectural review board under **Section 6.20**.

The landscaping and maintenance thereof shall be in accordance with the residential character of the Community.

Upon construction of the Dwelling, the Lot Owner shall cause the installation of a dusk to dawn post light approved by Declarant. The Lot Owner shall operate and maintain the post light at all times.

6.2 Leasing of Units

6.2.1 No Unit shall be leased or rented for a term of less than thirty (30) days. Short Term leasing or rental (i.e. periods of less than thirty (30) days), including but not limited to leasing the Unit through services such as Airbnb, Vacation Rental By Owner (VRBO) and similar service, is strictly prohibited.

6.2.2 A lease of a unit must be in writing, and a copy of such lease shall be provided to the Association.

6.2.3 The Unit Owner shall be responsible for all damages caused or any violation of the Governing Documents committed by his/her tenants or their guests.

6.2.4 The Unit Owner shall be responsible for the payment of all fines, penalties or other charges arising out of the conduct of his/her tenants or their guests.

6.3 Landscaping and Tree Maintenance

All plantings, trees and other landscaping on a Lot (including any street trees) shall be maintained by the Owner of the Lot in conformance with good nursery and landscape practice.

No lawn ornaments or other non-vegetative decoration shall be permitted upon a Unit.

6.4 Temporary Facilities and Storage Sheds

6.4.1 Temporary Facilities

No temporary structure, trailer, garage, tent or other similar facility shall be used at any time for residential purposes.

Nothing herein shall prohibit the placement on any Lot of temporary construction trailers, sheds, portable toilets or similar items during construction, repair of, or addition to, any improvements on a Unit, by a Declarant or Assignee Declarant.

6.4.2 Storage Sheds

Storage sheds or similar structures shall be permitted if approved by the architectural review board under **Section 6.20** and applicable governmental authority.

6.5 Business Use

No trade, business or profession shall be conducted or pursued on any Lot or within or without any structure on any Lot and no vehicle, equipment, or structure shall be placed, maintained, constructed or operated, temporarily or permanently, on any Lot for any trade, business, or other commercial purpose. **This paragraph shall not prohibit the maintenance of a personal private office within a dwelling, provided no customers, clients, or vendors shall be permitted to visit such personal private office (or dwelling), no persons residing outside of the Lot may be employed in such personal private office and no signs identifying the office may be posted upon the Unit.**

6.6 Animals

Except for animals commonly recognized as domestic house pets, no animals of any kind, whether mammal, bird, reptile or other, shall be at any time kept on any Unit.

No animals may be raised or kept on any Lot for commercial breeding or for any other commercial purpose.

Pets shall be maintained and controlled at all times so as not to offend or disturb other Lot owners or occupants by noise, elimination, odor, intrusion, destruction of property or otherwise.

All pets shall be kept housed indoors within the Dwelling upon the Lot and shall in no case be permitted to remain outside of the Owner's dwelling more than one hour between the hours of 10 P.M. and 6 A.M. the following morning.

6.7 Firewood

Wood or any other material which is capable of being used for fuel in a fireplace, stove, or similar heating device shall not be stored on any Lot outside of a structure on said Unit.

6.8 Tanks

Tanks for the storage of any liquid or gas (including but not limited to water, gas, oil, or propane) shall not be installed, placed or maintained on any Lot outside of a structure on said Lot and above the surface of the ground of said Lot excepting only fuel tanks which are attached to and are a part of a cooking appliance and while such appliance is in use.

6.9 Prohibition Against Outdoor Boilers or Similar Heating Devices

Outdoor boilers (i.e. those devices in which materials are burned outside of the Dwelling or other building to heat the Dwelling or building) and similar devices are prohibited. This paragraph shall not be deemed to prohibit natural gas powered emergency generators that are permanently installed and approved pursuant to **Section 6.20**.

6.10 Nuisances

No nuisance, or noxious, offensive, or dangerous activity or thing shall be created, permitted or conducted on or about any Lot including but not limited to open or smoking fires, uncovered refuse, loud parties or music.

6.11 Vehicles

No mobile home, bus, house car, motor home, camper, trailer, commercial vehicle, airplane, boat, unlicensed or unregistered motor vehicle, snowmobile or other specialized recreational vehicle, or any inoperative vehicle shall be placed, used, operated, maintained or stored on or in the Subject Property nor parked on any vehicular area within the Subject Property except for such time as is necessary to load or unload same, or pickup or discharge passengers therefrom.

Nothing herein shall prohibit the storage of any of the aforesaid vehicles provided such storage is completely within a garage.

All vehicle maintenance, repair, restoration or other work must be performed within an enclosed garage.

6.12 Fences

Fences shall be permitted if approved as an Architecturally Controlled Improvement pursuant to the provisions of **Section 6.20** of this Declaration. No "chain link" or other wire or metal construction fence shall be placed, erected or maintained on the Subject Property at any time.

The provisions of this **Section 6.12** shall not prohibit the installation and maintenance of "invisible fence" or other unseen electronic device which inhibits the movement of pets or children.

6.13 Swimming Pools and Children's Playground or Similar Equipment

6.12.1 Swimming Pools

No swimming pool shall be constructed, placed or maintained upon any single family lot unless the same shall have been approved as an Architecturally Controlled Improvement pursuant to the terms of **Section 6.18** of this Declaration, and such swimming pool shall be constructed such that when the pool has been filled with water, the surface of the water shall be lower than the grade of the soil of the Lot surrounding the pool on all sides thereof, it being the intent that no "above-ground" swimming pools be permitted on any Lot at any time.

The restrictions contained in this **Section 6.12** shall not prevent the use of children's pools which do not exceed eighteen (18) inches in height and thirty (30) gallons of water capacity, provided such children's pools are kept drained when not in use and are maintained in such a fashion as not to attract mosquitoes, vermin or other vectors.

6.12.2 Children's Playground or Similar Equipment

No playground equipment, playhouse, dollhouse, tree house or other play or sports structure, including but not limited to basketball hoops, soccer nets, hockey nets or other sports structures, (collectively, "Children's Playground Equipment") shall be constructed, placed or maintained upon any Lot in front of the rear of the dwelling constructed upon such lot.

6.14 Surface Water Flow

After the completion of the construction thereon of residential dwelling(s) and the establishment of grades for the flow of surface water, the grading of any Lot shall not be changed or modified so as to impede, redirect, accelerate or otherwise change or modify the flow of surface water to, over or from the Unit.

6.15 Antennas and Solar Panels

No antenna and no exposed electrical or electronic wires or lines shall be erected or maintained on the outside of a structure on any Unit, including without limiting the generality thereof, any receiving or transmitting antenna, dish or other devices, excepting only satellite television receiving dishes not exceeding one meter in diameter. Satellite television receiving dishes not exceeding one meter in diameter shall be erected and maintained only mounted on, or within thirty-six (36) inches of, the rear wall of Dwelling(s) on the Lot and shall be mounted such that the antenna is no

higher than the soffit line of the part of the Dwelling on the Lot on which the antenna is mounted or within three feet of.

Solar Panels shall only be permitted to the rear of the Dwelling, and must be incorporated into the roof, and may not be visible from the street in front of the Dwelling.

6.16 Laundry

No poles, wires, ropes, or other fixtures or appliances or portion thereof upon which laundry is hung or exposed shall be erected, placed or maintained upon any Unit, unless the same shall have been approved as an Architecturally Controlled Improvement pursuant to the terms of **Section 6.20** of this Declaration.

6.17 Gardens

Any flower or vegetable garden maintained on any Lot shall be:

6.17.1 maintained free of unsightly weeds and dead plants and/or crops; and

6.17.2 maintained such that there shall be no soil erosion of the garden area; and

6.17.3 not be in excess of three hundred (300) square feet in size; and

6.17.4 maintained behind the rear building line of the dwelling constructed thereon.

6.18 Signs

No signs, billboards, notices, advertising, displays, or other attention attracting devices shall be erected or maintained on any Lot excepting only small signs not exceeding one (1) square foot in size identifying the occupant, address and home occupation, if applicable, and further excepting temporary real estate signs not exceeding eight (8) square feet in size advertising the sale or lease of the property.

6.19 Architectural Review and Approval

"Architecturally Controlled Improvement" shall mean and refer to each and every one of the following:

6.19.1 construction of any improvement to or upon any Lot within the Subject

Property, excepting any and all construction prior to the first Certificate of Occupancy issued for occupancy of a dwelling on a Lot which has been approved by Declarant; and

- 6.19.2 any alteration, modification or change in or to any of the exterior components, fixtures, materials, colors, and/or appearance of any building, fence, wall or other structure or any portion thereof (including without limitation, any painting or staining thereof); and
- 6.19.3 any addition to and/or demolition or removal of any building, fence, wall or other structure or any portion thereof; and
- 6.19.4 installation, placement or construction of mailbox(es) or mailbox supports, except for the substantially similar replacement of the mailbox and mailbox support installed contemporaneously with the construction of the residential structure on the Unit; and
- 6.19.5 installation of lighting fixtures, illuminating devices or illumination sources, including but not limited to lamppost lights, anywhere on a Lot excepting only such lighting fixtures, illuminating devices or illumination sources installed wholly within a building on a Lot and further excepting lamppost lights as required pursuant to the Approved Development.

Anything in this Declaration to the contrary notwithstanding, except for such improvements or work as are the substantially similar replacement of improvements and/or work previously approved for an individual Lot pursuant to the provisions of this **Section 6.20**, no Architecturally Controlled Improvement, shall be permitted to commence or remain unless and until such improvement or work shall have been approved pursuant to the provisions of this **Section 6.20**.

Any Owner desiring to construct or cause to be constructed or work to be performed of an Architecturally Controlled Improvement shall submit to the Architectural Review Board ("ARB") for approval: (1) plans, construction documents and drawings for such improvement or work, which plans, documents and drawings shall clearly show the scope of the work and/or the proposed architectural design, and describe all exterior materials to be used in the construction of the proposed improvement; and (2) the proposed lines and grades and site plans; and (3) landscape (including tree replacement in accordance with **Section 6.3** of this Declaration) plans (hereinafter collectively referred to as "Proposed Work/Construction Documents").

The Proposed Work/Construction Documents shall be deemed received by the ARB when, and only when, the person or entity submitting same shall have received written acknowledgments evidencing the receipt of the Proposed Work/Construction Documents signed by no less than such number of members of the ARB as shall constitute a majority thereof.

Each and every Owner, by the acceptance of a deed to a property subject to the conditions, covenants, restrictions and easements set forth in this Declaration, acknowledges and agrees that any Architecturally Controlled Improvement constructed, installed, placed or maintained on said Owner's Lot without approval of the ARB as set forth in this **Section 6.20** ("Non-conforming Modification"), shall be removed in its entirety, within fifteen (15) days of notice to said Owner of such Non-conforming Modification, (which such notice shall be by the mailing thereof by certified mail, return receipt requested to the resident of the Unit, or by hand delivery to an adult resident of said Unit). Such removal shall be at the expense of said Lot Owner, and each and every Lot Owner, by the acceptance of a deed to a Unit, hereby grants to the ARB an easement, license, and the authority to cause such Non-conforming Modification to be removed at said Lot Owner's expense if not removed within fifteen (15) days after notice as aforesaid.

The ARB shall consider the suitability of the proposed work and/or improvement, including the extent of the work and, if applicable, the materials and colors to be utilized, the siting and landscaping thereof, if any, the harmony thereof with surroundings, including dwellings and/or other structures within the Subject Property, and the effect on, and view from, adjacent and neighboring properties. The ARB shall, by a vote of the majority thereof, have the right, in its sole discretion, to approve or disapprove any proposed Architecturally Controlled Improvement.

Within thirty (30) days of receipt thereof, the ARB shall approve or disapprove, in writing to the person or entity who shall have submitted same, each proposed Architecturally Controlled Improvement submitted as aforesaid and, if disapproved, an explanation of the reasons therefor. If the ARB shall fail to approve or disapprove any submitted proposed Architecturally Controlled Improvement within thirty (30) days of receipt thereof, the same shall be deemed approved.

So long as Declarant owns a Lot within the Community, the ARB shall consist of individuals designated by Declarant. After Declarant has conveyed all Lots that may be created within the Community, the ARB shall be deemed to be the Executive Board of the Association.

6.20 Compliance with Laws

No building, appurtenant structure or other improvement shall be constructed, placed or maintained on any Lot nearer to any front, side or rear property line than is permissible, with, if required, variance sought and granted, under the Zoning Ordinances of Manheim Township, Lancaster County, and construction pursuant to a grant thereof shall comply with the provisions of this Declaration.

All construction, and all parts and phases thereof including, but not limited to, electrical work and plumbing, shall be performed in accordance with all applicable building codes and regulations.

6.21 Exceptions

The Executive Board shall have the power to grant relief from the restrictions set forth in **Sections 6.4 through 6.19** in their discretion upon good cause shown. The Executive Board may attach conditions to such relief as the Executive Board deems appropriate.

ARTICLE VII - SPECIAL DECLARANT RIGHTS

7.1 Right to Subject Property to Easements

Declarant shall have the full power and authority to exercise Declarant's right to subject the Subject Property to Easements pursuant to the provisions of Article III of this Declaration.

7.2 Exercise of Rights

Declarant shall have the full power and authority to exercise Declarant's right to modify pursuant to the provisions of **Section 2.1** of this Declaration.

Declarant shall have the full power and authority to add the Additional Real Estate to the Subject Property and the Community pursuant to the provisions of **Section 3.6** of this Declaration.

Declarant shall have the full power and authority to exercise Declarant's right to appoint members of the Executive Board pursuant to the provisions of **Section 4.5.2** of this Declaration.

Declarant shall have the full power and authority to maintain offices in the Subject Property, including the Common Elements, for such Declarant's use in connection with the sale and/or lease of Units owned by the Declarant pursuant to the provisions of Article III of this Declaration.

7.3 Right to Use of Easements

Declarant shall not be denied the use of, and Declarant shall have the full, continuous, and uninterrupted right of use of Easements as set forth in this Declaration, including but not limited to such as set forth in **Section 3.5** of this Declaration.

7.4 Exception for Development and Sales

Notwithstanding anything in this Declaration to the contrary, nothing herein shall prohibit the use of any portion of the Subject Property, including any Units or any other portion of the Subject Property, for the development, construction, and sales of the Units, with or without residential dwelling thereon, and/or the sale of or contracting for construction of residential dwellings and appurtenant structures.

No prohibition against business use, prohibition against signage, or

prohibition against other uses of the Units or other portions of the Subject Property shall prohibit the seller of Units and/or residential dwellings thereon from placing, constructing, installing and maintaining such sales offices, signs, temporary structures and facilities, business activities and similar things and activities as such seller shall deem appropriate for the purposes of such sales, construction and related activities.

ARTICLE VIII - SECURED LENDERS

8.1 Rights of Secured Lenders

In order to induce Secured Lenders to make loans secured by liens upon Lots or lands within the Community of The Settlements East, subject to the provisions of §5221 of the Act, the Association shall not, without the prior written consent of at least whatever percent of first mortgagees of individual Units as is required by Financing Agencies having jurisdiction thereof and two-thirds (2/3) of Owners other than the Declarant:

- 8.1.1 by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer any of the Common Facilities owned directly or indirectly excepting, however, Conveyances to Governmental/Public Service Entities consistent with common property use are excepted;
- 8.1.2 change the method of determining the obligation, assessments, dues or other charges which may be levied against an Owner;
- 8.1.3 by act or omission, change, waive or abandon regulations or enforcement pertaining to restrictive covenants, the maintenance of the Common Elements, or the upkeep of lawns and plantings;
- 8.1.4 fail to maintain fire and extended coverage on insurable property on a basis as required by Financing Agencies; and
- 8.1.5 use hazard insurance proceeds for losses to Common Elements for other than the repayment for, replacement or reconstruction of such Common Elements.

8.2 Obligations of Association to Secured Lenders

As further inducement to Secured Lenders, subject to the provisions of the Act, the Association shall:

- 8.2.1 not make liable any mortgagee who obtains title to a Unit, pursuant to

the remedies provided in the mortgage, for such Unit's unpaid assessments, installments thereof or charges which accrue prior to the acquisition of title to such Unit by the mortgagee;

- 8.2.2 allow mortgagees of Units to, jointly or singly, pay taxes or other charges against the Common Elements and pay overdue premiums on hazard insurance policies, or secure new hazard insurance policies on the lapse of a policy for such Common Elements and mortgagees making such payment shall be owed immediately reimbursement therefor from the Association;
- 8.2.3 give written notification, upon written request, to any first mortgagee, at the address designated in the request, of any default in the performance by any individual Unit mortgagor or such individual Unit mortgagor's obligations pursuant to the terms of the Governing Documents;
- 8.2.4 limit any agreement for professional management or any contract providing for services from or by the Declarant to that required by any federal agencies having jurisdiction thereof and provide for termination in accord with standards of federal agencies. Any management agreement shall remain consistent with the Governing Documents.

ARTICLE IX - GENERAL PROVISIONS

9.1 Enforcement

The Association, the Board of Supervisors of Manheim Township, the Declarant, or any Owner shall have the right to enforce, by any proceedings at law or in equity, either to restrain violation or to recover damages, all violations or attempts to violate any restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of the Governing Documents.

Failure to enforce any restrictions, covenants or agreements contained in the Governing Documents shall in no event be deemed a waiver of the rights to do so thereafter as to the same breach or as to a breach occurring prior or subsequent thereto.

9.2 Severability

Invalidation of any one of the conditions, covenants or restrictions of this Declaration by judgment or court order shall not affect any other provisions, all of which shall remain in full force and effect.

9.3 Amendment

Subject to the provisions of §5219 of the Act, the conditions, covenants and restrictions of this Declaration shall run with and bind the land in perpetuity and may be changed, altered, modified or extinguished in whole or in part, at any time, by an instrument, in writing, signed by not less than the record owners of seventy-five percent (75%) of the Units within the Subject Property (provided that so long as Declarant (or an Assignee Declarant) owns a Unit, all Amendments must be approved by Declarant in writing), which such Amendment shall be recorded in the Recorder's Office.

No provisions of this Declaration pursuant to which any special Declarant rights have been reserved to a Declarant shall be amended without the express written joinder of the Declarant in such amendment.

No provisions of this Declaration which provide rights to or in favor of Manheim Township shall be amended without the express written joinder of the Township and Declarant in such amendment.

9.4 Conflict

In the event of irreconcilable conflict among the Governing Documents, ordinances, statutes, rules and regulations, the conflict shall be resolved in favor of the requirements of the respective documents in order of their hereinafter stated priority, to wit:

9.4.1 The Act;

9.4.2 The Subdivision Plan, as the same may be modified, as approved by Manheim Township;

9.4.3 The Overall Development Plan, as the same may be modified, as approved by Manheim Township;

9.4.4 The Conditional Use Decision;

9.4.5 The Manheim Township Zoning Ordinance, as the same may be amended;

- 9.4.6 This Declaration;
- 9.4.7 Articles of Incorporation of the Association;
- 9.4.8 Bylaws of the Association;
- 9.4.9 Book of Resolutions of the Association.

Anything above to the contrary notwithstanding, in all cases the requirements of all regulatory statutes shall control.

9.5 Interpretation

Unless the context otherwise requires the use herein, the singular shall include the plural and vice versa; the use of one gender shall include all genders; and the use of the term "including" shall mean "including without limitation." The headings used herein are for indexing purposes only and shall not be used as a means of interpreting or construing the substantive provisions hereof.

9.6 Subjecting of Mortgage

Fulton Bank, NA ("Bank") has consented to the recording of this Declaration solely for the purpose of evidencing its approval of the form and content of this Declaration and of subjecting the lien of its Mortgage against the Real Estate to the terms and conditions hereof. As a condition to the execution by Bank of this Declaration for the purpose set forth in the preceding sentence, Declarant and the Association hereby agree to indemnify and hold harmless Bank, its successors and assigns, from and against any and all claims, losses, liabilities, damages and expenses (including court costs and attorneys' fees) (collectively, "Claims") which Bank may incur, suffer or be exposed to in connection with the operation and governance of the Planned Community. Notwithstanding the foregoing provisions of this **Section 9.6** to the contrary, the foregoing indemnification shall be deemed to be given solely by the Declarant, its successors and assigns, and not by the Association or any Unit Owner other than the Declarant with respect to: (i) any claims arising out of any breach by the Declarant of any of the terms and conditions contained herein; (ii) any acts or omissions of the Declarant; or, (iii) any acts or omissions by the Association that result from the failure of the Executive Board to fulfill its duties under this Declaration and under the Bylaws prior

to the occurrence of the first election of members of the Executive Board, Declarant, and each Unit Owner hereby shall be deemed to have released Bank, its successors and assigns, from any claims or causes of action relating in any way to execution and recording of this Declaration and/or the operation and governance of the Planned Community hereby created except to the extent that such claim or liability arises in connection with any act or omission by Bank it has succeeded, if ever, to the interest of Declarant as Declarant or as a Unit Owner.

[Signatures on following page]

IN WITNESS WHEREOF, this Declaration is executed by GRH-3, LLC,
Declarant herein, the day and year first above written.

Attest:

GRH-3, LLC

_____ By: _____
Name: _____
Title: _____

_____ Bank has jointed this Declaration for the
limited purpose identified in **Section 9.6**.

BANK

By: _____
Name: _____
Title: _____

COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF LANCASTER :

On this _____ day of _____, 2017, before me, a Notary Public, the undersigned officer, personally appeared _____, who acknowledged himself to be the _____ of GRH-3, LLC, a Pennsylvania limited liability company, and that as such _____ being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by himself as _____.

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

Notary Public
My commission expires:

COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF LANCASTER :

On this _____ day of _____, 2017, before me, a Notary Public, the undersigned officer, personally appeared _____, who acknowledged himself to be the _____ of _____, a _____ bank and that as such _____ being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of _____ by himself as.

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

Notary Public
My commission expires:

EXHIBIT "A"
SUBJECT PROPERTY
Description of Phase 1

WEBER SURVEYORS, INC.

931 STONY BATTERY ROAD
LANDISVILLE, PENNSYLVANIA 17538
PHONE: (717) 898-9466
FAX: (717) 898-9567

Legal Description

July 23, 2018

Settlements East – Phase 1

Manheim Township

Lancaster County

ALL THAT CERTAIN piece, parcel, or tract of land, situated on the Northeast side of Landis Valley Road, located in Manheim Township, Lancaster County, Pennsylvania, being known as Settlements East Phase 1, as shown on a Final Phase 1 Subdivision and Land Development Plan for Settlements East, prepared by Robert Gabriel & Associates, Inc., recorded in The Lancaster County Recorder of Deeds Office, Document No. 2018-0289-J, said tract being more fully bounded and described as follows:

BEGINNING at a point on the Northeast right-of-way line of Landis Valley Road, said point being a corner of lands now or formerly of Calvary Church; thence extending along Landis Valley Road the two following courses and distances: [1] North fifty-three (53) degrees twenty-one (21) minutes forty-six (46) seconds West, a distance of four hundred twelve and twelve hundredths (412.12) feet to a point; and [2] on a line curving to the right, having a radius of seven hundred nine and fifty hundredths (709.50) feet, an arc length of forty-three and seventy-one hundredths (43.71) feet, a chord bearing of North fifty-one (51) degrees thirty-five (35) minutes fifty-two (52) seconds West, and a chord distance of forty-three and seventy-one hundredths (43.71) feet to a point, a corner of lands now or formerly of John A. Fowler; thence extending along the same, North seventeen (17) degrees fifty-eight (58) minutes twenty (20) seconds East, a distance of three hundred fifty-seven and ninety-seven hundredths (357.97) feet to a point, a corner of lands now or formerly of Scott A. Wilson; thence extending along the same, North twenty (20) degrees thirteen (13) minutes fifteen (15) seconds East, a distance of ninety-six and thirty-six hundredths (96.36) feet to a point, a corner of lands now or formerly of Brian K. & Jennifer V. Hurter; thence extending along the same the two following courses and distances: [1] North thirty-six (36) degrees thirty-eight (38) minutes forty-two (42) seconds East, a

distance of thirty-five and thirty-seven hundredths (35.37) feet to a point; and [2] North twenty (20) degrees thirteen (13) minutes fifteen (15) seconds East, a distance of one hundred one and seventy-one hundredths (101.71) feet to a point on the South right-of-way line of Fondersmith Drive; thence extending along the same, North forty-two (42) degrees twenty-one (21) minutes eleven (11) seconds West, a distance of eleven and twenty-seven hundredths (11.27) feet to a point; thence crossing Fondersmith Drive and extending along lands now or formerly of James M. & Constance Freidman respectively, North twenty (20) degrees thirteen (13) minutes fifteen (15) seconds East, a distance of sixty-four and sixty-five hundredths (64.65) feet to a point; thence continuing along lands of Freidman and extending along various other properties and crossing Whitmarsh Drive respectively, North sixty-three (63) degrees twenty-three (23) minutes zero (00) seconds East, a distance of one thousand two hundred thirty-three and ninety-nine hundredths (1233.99) feet to a point, a corner of lands now or formerly of Carl E. III & Valerie J. Christainsen; thence extending along lands of Christainsen and lands now or formerly of Mervin L. & Rachel L. Landis respectively, North forty-four (44) degrees forty (40) minutes ten (10) seconds East, a distance of four hundred two and forty-four hundredths (402.44) feet to a point, a corner of lands now or formerly of Kenneth H. Hess; thence extending along the same, South sixty-two (62) degrees twenty-five (25) minutes fifty-two (52) seconds East, a distance of sixty-nine and twenty-four hundredths (69.24) feet to a point; thence continuing along lands of Hess and extending along lands now or formerly of Melvin H. & Laura B. Hess respectively, South twenty-eight (28) degrees thirty-two (32) minutes twelve (12) seconds East, a distance of three hundred four and thirty-six hundredths (304.36) feet to a point, a corner of Settlements East Phase 2; thence extending along the same the twenty following courses and distances: [1] South sixty-three (63) degrees twenty-two (22) minutes fifty-nine (59) seconds West, a distance of three hundred twenty-six and forty-six hundredths (326.46) feet to a point; [2] South forty-five (45) degrees twenty-seven (27) minutes thirty-three (33) seconds West, a distance of ninety-three and eleven hundredths (93.11) feet to a point; [3] South forty-four (44) degrees thirty-two (32) minutes twenty-seven (27) seconds East, a distance of fifteen and fifty-one hundredths (15.51) feet to a point; [4] South forty-five (45) degrees twenty-seven (27) minutes thirty-three (33) seconds West, a distance of fifty and zero hundredths (50.00) feet to a point; [5] North forty-four (44) degrees thirty-two (32) minutes twenty-seven (27) seconds West, a distance of eighteen and sixty-four hundredths (18.64) feet to a point; [6] on a line curving to the right, having a radius of two hundred twenty-five and zero hundredths (225.00) feet, an arc length of eighteen and ninety-six hundredths (18.96) feet, a chord bearing of North forty-two (42) degrees seven (07) minutes thirty-five (35) seconds West, and a chord distance of eighteen and ninety-six hundredths (18.96) feet to a point; [7] South forty-nine (49) degrees forty-six (46) minutes forty-one (41) seconds West, a distance of one hundred six and eighty-five hundredths (106.85) feet to a point; [8] South twenty-six (26) degrees thirty-seven (37) minutes zero (00) seconds East, a distance of thirty-four and forty-one hundredths (34.41) feet to a point; [9] South eighty-nine (89) degrees forty-three (43) minutes forty-one (41) seconds West, a

distance of one hundred thirty-eight and ninety-three hundredths (138.93) feet to a point; [10] South eighty-eight (88) degrees thirty-nine (39) minutes fifty-four (54) seconds West, a distance of sixty-four and ninety hundredths (64.90) feet to a point; [11] South thirteen (13) degrees seventeen (17) minutes forty-five (45) seconds West, a distance of ninety-four and fifty-eight hundredths (94.58) feet to a point; [12] on a line curving to the right, having a radius of one hundred fifty and zero hundredths (150.00) feet, an arc length of eighty-two and sixty-one hundredths (82.61) feet, a chord bearing of North fifty-seven (57) degrees six (06) minutes thirty-nine (39) seconds West, and a chord distance of eighty-one and fifty-seven hundredths (81.57) feet to a point; [13] South forty-eight (48) degrees twenty-four (24) minutes fifty-four (54) seconds West, a distance of fifty and zero hundredths (50.00) feet to a point; [14] on a line curving to the left, having a radius of two hundred and zero hundredths (200.00) feet, an arc length of eight and twenty-one hundredths (8.21) feet, a chord bearing of South forty-two (42) degrees thirty-four (34) minutes seventeen (17) seconds East, and a chord distance of eight and twenty-one hundredths (8.21) feet to a point; [15] South forty-six (46) degrees fifteen (15) minutes ten (10) seconds West, a distance of one hundred three and forty-nine hundredths (103.49) feet to a point; [16] South thirty-seven (37) degrees forty-five (45) minutes forty-seven (47) seconds West, a distance of one hundred forty-eight and sixty hundredths (148.60) feet to a point; [17] South twenty-six (26) degrees forty (40) minutes twelve (12) seconds West, a distance of six hundred seventeen and ninety-four hundredths (617.94) feet to a point; [18] South thirty-six (36) degrees thirty-eight (38) minutes thirty-five (35) seconds West, a distance of two hundred fifty-nine and sixty-four hundredths (259.64) feet to a point; [19] South thirty (30) degrees fifteen (15) minutes twenty-eight (28) seconds West, a distance of seventy-five and forty-six hundredths (75.46) feet to a point; and [20] South sixty-seven (67) degrees four (04) minutes forty-seven (47) seconds West, a distance of six and twenty-nine hundredths (6.29) feet to the place of BEGINNING

CONTAINING 19.4859 Acres

EXHIBIT "B"

Description of Additional Real Estate

ALL THAT CERTAIN piece, parcel, or tract of land, situated on the Northeast side of Landis Valley Road, located in Manheim Township, Lancaster County, Pennsylvania, being known as Settlements East, as shown on the Preliminary Subdivision and Land Development Plan for Settlements East, prepared by Robert Gabriel & Associates, Inc., dated March 25, 2014, and last revised December 20, 2017, said tract being more fully bounded and described as follows:

BEGINNING at a point on the Northeast right-of-way line of Landis Valley Road, said point being a corner of lands now or formerly of Calvary Church; thence extending along Landis Valley Road the two following courses and distances: [1] North fifty-three (53) degrees twenty-one (21) minutes forty-six (46) seconds West, a distance of four hundred twelve and twelve hundredths (412.12) feet to a point; and [2] on a line curving to the right, having a radius of seven hundred nine and fifty hundredths (709.50) feet, an arc length of forty-three and seventy-one hundredths (43.71) feet, a chord bearing of North fifty-one (51) degrees thirty-five (35) minutes fifty-two (52) seconds West, and a chord distance of forty-three and seventy-one hundredths (43.71) feet to a point, a corner of lands now or formerly of John A. Fowler; thence extending along the same, North seventeen (17) degrees fifty-eight (58) minutes twenty (20) seconds East, a distance of three hundred fifty-seven and ninety-seven hundredths (357.97) feet to a point, a corner of lands now or formerly of Scott A. Wilson; thence extending along the same, North twenty (20) degrees thirteen (13) minutes fifteen (15) seconds East, a distance of ninety-six and thirty-six hundredths (96.36) feet to a point, a corner of lands now or formerly of Brian K. & Jennifer V. Hurter; thence extending along the same the two following courses and distances: [1] North thirty-six (36) degrees thirty-eight (38) minutes forty-two (42) seconds East, a distance of thirty-five and thirty-seven hundredths (35.37) feet to a point; and [2] North twenty (20) degrees thirteen (13) minutes fifteen (15) seconds East, a distance of one hundred one and seventy-one hundredths (101.71) feet to a point on the South right-of-way line of Fondersmith Drive; thence extending along the same, North forty-two (42) degrees twenty-one (21) minutes eleven (11) seconds West, a distance of eleven and twenty-seven hundredths (11.27) feet to a point; thence crossing Fondersmith Drive and extending along lands now or formerly of James M. & Constance Freidman respectively, North twenty (20) degrees thirteen (13) minutes fifteen (15) seconds East, a distance of sixty-four and sixty-five hundredths (64.65) feet to a point; thence continuing along lands of Freidman and extending along various other properties and crossing Whitemarsh Drive respectively, North sixty-three (63) degrees twenty-three (23) minutes zero (00) seconds East, a distance of one thousand two hundred thirty-three and ninety-nine hundredths (1233.99) feet to a

point, a corner of lands now or formerly of Carl E. III & Valerie J. Christainsen; thence extending along lands of Christainsen and lands now or formerly of Mervin L. & Rachel L. Landis respectively, North forty-four (44) degrees forty (40) minutes ten (10) seconds East, a distance of three hundred ninety-four and sixty-six hundredths (394.66) feet to a point, a corner of lands now or formerly of Kenneth H. Hess; thence extending along the same, South sixty-two (62) degrees twenty-five (25) minutes fifty-two (52) seconds East, a distance of sixty-nine and twenty-four hundredths (69.24) feet to a point; thence continuing along lands of Hess and extending along lands now or formerly of Melvin H. & Laura B. Hess respectively, South twenty-eight (28) degrees thirty-two (32) minutes twelve (12) seconds East, a distance of nine hundred eighty-four and ninety-two hundredths (984.92) feet to a point, a corner of lands now or formerly of Calvary Church; thence extending along the same the fourteen following courses and distances: [1] North eighty-nine (89) degrees two (02) minutes twenty-five (25) seconds West, a distance of five hundred eighty-four and twelve hundredths (584.12) feet to a point; [2] South eighty-nine (89) degrees forty-three (43) minutes forty-one (41) seconds West, a distance of five hundred forty-two and forty-seven hundredths (542.47) feet to a point; [3] North sixty-five (65) degrees ten (10) minutes twenty-seven (27) seconds West, a distance of one hundred twenty-two and ninety-three hundredths (122.93) feet to a point; [4] South thirty-seven (37) degrees forty-five (45) minutes forty-seven (47) seconds West, a distance of eighty-seven and sixty hundredths (87.60) feet to a point; [5] South twenty-six (26) degrees forty (40) minutes twelve (12) seconds West, a distance of two hundred sixty-two and ninety-five hundredths (262.95) feet to a point; [6] North sixty-three (63) degrees nineteen (19) minutes forty-eight (48) seconds West, a distance of eighty-three and zero hundredths (83.00) feet to a point; [7] on a line curving to the right, having a radius of twenty-two and zero hundredths (22.00) feet, an arc length of thirty-four and fifty-six hundredths (34.56) feet, a chord bearing of North eighteen (18) degrees nineteen (19) minutes fifty-one (51) seconds West, and a chord distance of thirty-one and eleven hundredths (31.11) feet to a point; [8] South twenty-six (26) degrees forty (40) minutes twelve (12) seconds West, a distance of ninety-four and zero hundredths (94.00) feet to a point; [9] on a line curving to the right, having a radius of twenty-two and zero hundredths (22.00) feet, an arc length of thirty-four and fifty-six hundredths (34.56) feet, a chord bearing of North seventy-one (71) degrees forty (40) minutes seventeen (17) seconds East, and a chord distance of thirty-one and eleven hundredths (31.11) feet to a point; [10] South sixty-three (63) degrees nineteen (19) minutes forty-eight (48) seconds East, a distance of eighty-three and zero hundredths (83.00) feet to a point; [11] South twenty-six (26) degrees forty (40) minutes twelve (12) seconds West, a distance of three hundred four and ninety-nine hundredths (304.99) feet to a point; [12] South thirty-six (36) degrees thirty-eight (38) minutes thirty-five (35) seconds West, a distance of two hundred fifty-nine and sixty-four hundredths (259.64) feet to a point; [13] South thirty (30) degrees fifteen (15) minutes twenty-eight (28) seconds West, a distance of seventy-five and forty-six hundredths (75.46) feet to a point; and [14] South sixty-seven (67) degrees four (04) minutes forty-seven (47) seconds West, a distance of six and twenty-nine hundredths (6.29) feet to the place of BEGINNING

CONTAINING 28.5460 Acres

LESS THE SUBJECT PROPERTY DESCRIBED IN EXHIBIT A

EXHIBIT "C"

Improvements

1. Roadways as depicted upon the Subdivision Plan in accordance with Township specifications
2. Storm Water System as depicted upon the Subdivision Plan
3. Water System as described upon the Subdivision Plan
4. Sewer System as described upon the Subdivision Plan

EXHIBIT "D"

Impervious Coverage Limit for Each Lot

MAXIMUM IMPERVIOUS COVERAGE	
LOT NO.	IMPERVIOUS COVERAGE (SF)
1	3,600
2	3,600
3	4,360
4	3,600
5	3,300
6	3,200
7	3,200
8	3,200
9	3,200
10	3,200
11	3,300
12	3,200
13	3,600
14	3,300
15	3,200
16	3,600
17	3,200
18	3,200
19	3,600
20	3,600
21	8,300
22	3,200
23	3,200
24	3,200
25	3,000
26	4,200
27	3,600
28	3,900
29	3,600
30	3,200
31	3,000
32	3,000
33	3,200
34	3,500
35	3,500
36	3,500
37	9,000
38	5,700
39	3,600
61	3,600
62	3,600

63	3,200
64	4,000
65	3,600
66	3,600
67	3,600
68	3,600
69	3,600
70	3,600
71	3,200
72	3,200
73	3,200
74	4,100
75	3,900
76	3,200
77	3,600
78	3,600

EXHIBIT "E"

Post Construction Stormwater Management Requirements

OPERATION AND MAINTENANCE SCHEDULE

THIS OPERATION AND MAINTENANCE SCHEDULE PERTAINS TO ALL STORMWATER FACILITIES AND BEST MANAGEMENT PRACTICES (BMPs) AS SHOWN ON THE APPROVED POST-CONSTRUCTION STORMWATER MANAGEMENT (PCSM) PLANS.

MAINTENANCE DURING CONSTRUCTION ACTIVITIES SHALL BE THE RESPONSIBILITY OF THE PERMITEE AND CO-PERMITTEES AS PER THE GENERAL NPDES PERMIT ISSUED BY THE LANCASTER COUNTY CONSERVATION DISTRICT.

THE INDIVIDUAL LOT OWNER WILL OWN AND BE RESPONSIBLE FOR THE LONG TERM MAINTENANCE OF ALL STORMWATER AND BMP FACILITIES.

REGULAR MAINTENANCE WILL INCLUDE THE FOLLOWING:

1. INSPECTION (FOUR TIMES PER YEAR AND IMMEDIATELY AFTER ALL RAINFALL EVENTS EXCEEDING 3 INCHES) OF BASIN, SWALES, TERRE KLEEN WATER QUALITY INLETS, AND STREET TREES, TO ASSURE PROPER MAINTENANCE AND CARE.
2. LIMING AND FERTILIZING VEGETATED CHANNELS AND OTHER AREAS ACCORDING TO SPECIFICATIONS IN THE EROSION AND SEDIMENTATION CONTROL HANDBOOK OF LANCASTER COUNTY.
3. MOWING AS NECESSARY TO MAINTAIN ADEQUATE STANDS OF GRASS AND TO CONTROL WEEDS. CHEMICAL WEED CONTROL MAY BE USED IF STATE AND LOCAL REGULATIONS ARE MET.
4. REESTABLISHMENT OF VEGETATION BY SEEDING AND MULCHING OR SODDING OF SCOURED AREAS OR AREAS WHERE VEGETATION HAS NOT BEEN SUCCESSFULLY ESTABLISHED.
5. REMOVAL OF SILT AND DEBRIS FROM ALL STORMWATER FACILITIES AND BMPs IN ORDER TO KEEP THE MATERIAL FROM BUILDING UP, THUS REDUCING THEIR CAPACITY AND FUNCTION.
6. REMOVAL OF SILT AND ANY ACCUMULATION OF DEBRIS FROM ALL PERMANENT DRAINAGE STRUCTURES AND RIPRAP APRONS AND REPAIR OF ANY DAMAGE TO THE STRUCTURES. REPAIRS SHALL BE MADE USING MATERIAL THAT MEETS OR EXCEEDS THE SPECIFICATIONS PROVIDED ON THE PLANS.
7. IN ADDITION TO THE REQUIREMENTS ABOVE, INSPECT THE BASIN FOR EROSION AND VEGETATION HEALTH AND COVERAGE, INCLUDING CHECKING FOR INVASIVE PLANTS AND/OR WEEDS. ANY INVASIVE PLANTS/WEEDS SHALL BE IMMEDIATELY REMOVED. IF VEGETATION IS DISEASED OR DEAD, IT SHALL BE REPLACED WITH SIMILAR STOCK. VEGETATION IN THE BOTTOM OF THE BASIN SHOULD BE CUT DOWN AT THE END OF THE GROWING SEASON TO KEEP WOODY VEGETATION IN CHECK. REMOVE LEAVES AND DEBRIS THAT WOULD AFFECT THE OPERATION OF THE OUTLET. WHEN SEDIMENT HAS REACHED A DEPTH OF SIX INCHES, THE ACCUMULATED SEDIMENT SHALL BE REMOVED. ANY VEGETATION DISTURBED DURING SEDIMENT REMOVAL SHALL BE REPLACED. ANY EROSION THAT HAS OCCURRED SHALL BE PROMPTLY REPAIRED. MULCH SHOULD BE REPLACED EVERY 2 OR 3 YEARS. ANY CHANGES TO THE ORIGINAL DESIGN INTENT SHALL REQUIRE PRIOR APPROVAL FROM MANHEIM TOWNSHIP.

8. TREES SHALL BE MAINTAINED BY PRUNING DEAD OR UNSIGHTLY LIMBS AND IMMEDIATELY REPLACING WITH SIMILAR STOCK SHOULD THEY DIE.
9. REGULARLY MOW ALL SWALES, OPEN SPACES AND BASIN BERM AND SLOPES TO AT LEAST A 3" HEIGHT AND KEEP THESE AREAS FREE OF ANY FOREIGN DEBRIS (GARBAGE, TRASH, LAWN WASTE, ETC.).
10. DOWNSPOUT DISCHARGE SHALL HONOR THE DIRECTION SHOWN ON THE PCSM PLAN. ROOF DRAINS SHALL NOT BE EXTENDED TO DISCHARGE DIRECTLY INTO ANY STREET, THROUGH THE CURB OR, DIRECTLY INTO ANY STORM SEWER SYSTEM.
11. FOR TERRE KLEEN WATER QUALITY INLET:
 - DURING THE FIRST YEAR AFTER INSTALLATION, INSPECTIONS SHOULD BE PERFORMED EVERY THREE (3) MONTHS TO DETERMINE THE TYPE AND AMOUNT OF POLLUTANTS IN THE TERRE KLEEN[®]. SITE AND WEATHER CONDITIONS WILL INFLUENCE THE RATE OF POLLUTANT CAPTURE. A SCHEDULE OF REGULAR MAINTENANCE CAN THEN BE ESTABLISHED BASED UPON THE QUARTERLY INSPECTIONS.
 - MEASUREMENT – A CAREFULLY LOWERED STADIA ROD OR SIMILAR INSTRUMENT MAY BE USED TO DETERMINE THE AMOUNT OF CAPTURED SEDIMENT.
 - POLLUTANT REMOVAL – ACCESS TO BOTH THE PRIMARY AND GRIT CHAMBERS IS PROVIDED BY MANHOLE OPENINGS. THE GROSS POLLUTANTS, SUCH AS LITTER AND THE OIL ABSORPTION BOOMS, OR THE TERRE MICROBES[®] SHOULD BE REMOVED FIRST. A VACUUM TRUCK OR SIMILAR EQUIPMENT IS THEN UTILIZED TO REMOVE THE WATER AND THE SEDIMENT. DISPOSAL OF ALL OF THE REMOVED POLLUTANTS SHOULD BE PROPERLY DOCUMENTED IN ACCORDANCE WITH ALL APPLICABLE REGULATIONS. REMOVAL MAY BE DONE ANY TIME AFTER A RAIN EVENT.
 - PROPER DOCUMENTATION – DATES AND RESULTS OF EACH INSPECTION; PROPOSED AND INSTALLED REPAIRS, RENOVATIONS, IMPROVEMENTS; TYPE AND AMOUNT OF CAPTURED POLLUTANTS; PROCEDURE FOR DISPOSAL OF POLLUTANTS; PREPARATION AND SUBMITTAL OF REPORTS.
 - IMPORTANT NOTES – KEEP SPARKS AND FLAMES AWAY FROM THE TERRE KLEEN[®] UNIT AT ALL TIMES, AS IT MAY CONTAIN FLAMMABLE MATERIAL; THE TERRE KLEEN[®] UNIT IS DESIGNED FOR INSPECTION AND CLEANING FROM GRADE. IF "CONFINED ENTRY" IS NECESSARY, OSHA REGULATIONS STIPULATE THAT ONLY TRAINED AND CERTIFIED PERSONNEL USING APPROVED EQUIPMENT AND PROCEDURES MAY ENTER THE STRUCTURE; MANHOLE COVERS AND INLET GRATES MUST BE REPLACED SECURELY TO THEIR FRAMES AFTER INSPECTION OR MAINTENANCE.
 - CONTACT TERRE HILL STORMWATER SYSTEMS FOR ASSISTANCE IN MAINTAINING THE TERRE KLEEN WATER QUALITY INLETS.
12. IN ACCORDANCE WITH THE NPDES PERMIT, MAINTAIN A WRITTEN REPORT DOCUMENTING ALL INSPECTIONS, REPAIRS AND MAINTENANCE ACTIVITIES PERFORMED AND IMMEDIATELY NOTIFY MANHEIM TOWNSHIP AND THE LANCASTER COUNTY CONSERVATION DISTRICT PRIOR TO INITIATING ANY MAJOR REPAIR ACTIVITIES (SUCH AS REPAIRS THAT MAY BE REQUIRED AS A RESULT OF SETTLEMENT, SINKHOLES, SEEPS, STRUCTURAL CRACKING OR FOUNDATION MOVEMENT).
13. DO NOT MODIFY REMOVE, FILL, LANDSCAPE OR ALTER ANY EXISTING STORMWATER FACILITY UNLESS IT IS PART OF THE APPROVED MAINTENANCE PROGRAM, WITHOUT PRIOR WRITTEN APPROVAL OF MANHEIM TOWNSHIP.
14. DO NOT PLACE ANY STRUCTURE, FILL, LANDSCAPING OR OTHER OBSTRUCTION INTO A STORMWATER FACILITY OR BMP WHICH WOULD ADVERSELY AFFECT THEIR FUNCTION, WITHOUT PRIOR WRITTEN APPROVAL OF MANHEIM TOWNSHIP.
15. ANNUAL WRITTEN REPORTING TO MANHEIM TOWNSHIP OF INSPECTION AND MAINTENANCE ACTIVITIES FOR ALL BMPS IS REQUIRED.

PROPOSED BMP

BMP ID	DRAINAGE AREA	NAME OF RECEIVING WATER BODY	INSPECTION AND MAINTENANCE	RESPONSIBLE PERSON
BMP STORMWATER BASIN	32.61 ac.	UNNAMED TRIB. TO CONESTOGA RIVER	SEE DETAIL BELOW	ROBERT GABRIEL RLA
STREET TREES	N/A	UNNAMED TRIB. TO CONESTOGA RIVER	SEE DETAIL BELOW	ROBERT GABRIEL RLA