

DECLARATION OF RESTRICTIONS

FOR

LAUREL POND NORTH

THIS DECLARATION (hereinafter "Declaration"), made on the date hereinafter set forth, by WILLIS R. LEFEVER and JOANNE L. LEFEVER, 135 Durlach Hill Road, Stevens, Pennsylvania, (hereinafter collectively referred to as "Declarant").

W I T N E S S E T H :

WHEREAS, Declarant is the owner of certain real property located in the Township of Manheim, Lancaster County, Pennsylvania, which property is more particularly described in Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, Declarant intends to establish a residential development on the property described in Exhibit "A" to be known as and hereinafter referred to as "Laurel Pond North"; and

WHEREAS, Declarant has deemed it desirable to create an organization to which should be delegated and assigned the powers of maintaining and administering Common Properties, and of administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created.

NOW, THEREFORE, Declarant hereby declares (subject to the provisions of this Declaration) that the property described in Exhibit "A" shall be held, sold, and conveyed subject to the following restrictions, conditions, limitations, regulations and agreements which shall run with the real property and be binding on all parties having any right, title or interest in the described property or any part thereof, their heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

1.01. "Association" shall mean and refer to the Laurel Pond North Homeowners' Association, Inc., a non-profit corporation organized pursuant to the Nonprofit Corporation Law of Pennsylvania, its successors and assigns.

1.02. "Common Properties" shall mean all real property in which the Association holds a fee interest for the common use and enjoyment of the Owners and any personal property and fixtures associated therewith.

1.03. "Declarant" shall mean and refer to WILLIS R. LEFEVER and JOANNE L. LEFEVER, 135 Durlach Hill Road, Stevens, Pennsylvania, or any successor and/or assign which WILLIS R. LEFEVER and JOANNE L. LEFEVER shall by recorded instrument specifically designate as the Declarant. A purchaser from the Declarant is not a successor and/or assign of the Declarant unless specifically designated as the Declarant in a recorded instrument. A purchaser of less than all of the remaining Lots owned by the Declarant is not a successor and/or assign of the Declarant. A purchaser of all of the remaining Lots owned by the Declarant, other than the purchaser of the last Lot, will be considered a successor and/or assign of the Declarant and will specifically be designated as the Declarant in a recorded instrument.

1.04. "Lot" shall mean and refer to any plot of land (whether improved or unimproved) now or hereafter included on a duly recorded, final subdivision/land development plan for Laurel Pond North and any amendment to such plan.

1.05 "Member" shall mean and refer to the members of Laurel Pond North qualified as provided in Article III hereof.

1.06. "Owner" shall mean and refer to the record owner (from time to time) of the fee simple interest in a Lot, excluding those having such interest merely as a security for the performance of an obligation; i.e. mortgagees or judgment holders.

1.07. "Property" shall mean and refer to that certain property described in Exhibit "A" and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

ARTICLE II

COMMON PROPERTIES

2.01. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the real property comprising the Common Properties which shall be appurtenant to and shall pass with the title to every Lot.

2.02 Delegation of Use. Any Owner may delegate, in accordance with the Bylaws of the Association, his or her right of enjoyment to any Common Properties to the members of his or her family, tenants or contract purchasers who reside on the his or her Lot.

ARTICLE III

ASSOCIATION MEMBERSHIP AND BOARD OF DIRECTORS

3.01. Membership. Every Owner of a Lot shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Membership shall include an undertaking by an Owner to comply with and be bound by the Articles of Incorporation, the Bylaws and amendments thereto, this Declaration, and the policies, rules, and regulations at any time adopted by the Association in accordance with the Bylaws. Membership in the Association shall terminate on such Member's ceasing to be an Owner of a Lot.

Each Member in good standing shall be entitled to vote on each matter submitted to a vote of the Members. A Member shall have one (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as such persons among themselves may determine, but in no event shall more than one (1) vote be cast with respect to any Lot. Any such joint Owners shall designate and register with the Secretary of the Association the name of that Owner entitled to cast such single vote.

At membership meetings all votes shall be cast in person, or by proxy registered with the Secretary.

During any period in which a Member shall be in arrears for thirty (30) days or more in the payment of any annual or special dues levied by the Association, such Member shall be considered in default and the voting rights and any rights as an officer and director of such Member shall be suspended by the Board until such dues have been paid.

3.02. Board of Directors. A Board of Directors shall be established pursuant to Bylaws to be adopted by the Association, which Board of Directors shall be empowered to make, establish, promulgate, amend or repeal rules and regulations from time to time.

3.03. Liability of Board Members, Declarant and Employees. Neither any director of the Association, Declarant, nor any employees of the Association shall be personally liable to any Owner, or to any other party, for any damage, loss or prejudice suffered or claimed on account of any act or omission of the Association, the Declarant, the Board of Directors, or any other representative of the Association; and the Association shall indemnify and hold harmless such director, Declarant, or other person from and of all claims and demands and expenses (including reasonable counsel fees) arising by reason of any alleged wrongful act or omission. However, the provisions of this Section shall not

apply to the responsibility or liability of a director or other person pursuant to any criminal statute. Nothing contained herein shall be construed to limit the liability of the Association.

ARTICLE IV

ASSESSMENTS

4.01. Lien of Assessments. The Declarant, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association, unless this Declaration provides otherwise:

- (a) Annual assessments or charges; and
- (b) Special assessments for capital improvements.

The annual and special assessments together with interest, costs and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which such assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of the Lot at the time when the assessment fell due. The personal obligation for the delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

4.02. Purpose of and Authority to Levy Assessments. The assessments levied by the Association shall be used exclusively for:

(a) the maintenance, repair and improvement of the Common Properties including, but without limitation, all costs of labor, materials, management costs, insurance, taxes, if any, and such fixtures and personal property as are necessary or appropriate for the enjoyment and operation of the Common Properties;

(b) the payment of administrative costs and expenses of the Association, as determined by the Board of Directors; and

(c) such other purposes as the Board of Directors may determine from time to time.

4.03. Annual Assessments. The annual assessment, subject to the limitations hereafter imposed, shall be fixed by the Board of Directors.

4.04. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be

collected on an annual, quarterly, or monthly basis, as shall be determined by the Board of Directors.

4.05. Due Date. The annual assessment provided for herein shall commence as to each Lot on the day of conveyance of said Lot from Declarant to Owner. Owner shall pay at settlement the then current year assessment prorated from the date of settlement to the end of the current assessment year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent by the Board of Directors to every Owner. The due date shall be established by the Board of Directors. The Association shall, on demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

4.06. Effect of Non-Payment. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the maximum rate per annum as permissible by the Federal Housing Administration (FHA), the Veterans' Administration (VA), and the Federal Housing Mortgage Association (FHMA), as appropriate. In the event no such rate is applicable, the rate of interest shall be eighteen percent (18%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his or her Lot. To further secure this obligation, the Owner of each Lot hereby irrevocably authorizes the Prothonotary or any attorney of any court of record to appear for them at any time and confess judgment, without process, in favor of the Association for such amount as may appear to be unpaid thereon, whether due or not, together with costs and attorney's fees in the amount of five percent (5%) and to waive and release all errors which may intervene in any such proceedings and to consent to immediate execution upon such judgment, hereby ratifying and confirming all that their said attorney may do by virtue hereof.

4.07. Subordination of Lien to Mortgage. The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any judicial proceeding in lieu thereof on any first mortgage or second mortgage shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

PROTECTIVE COVENANTS

5.01. Conditions, Restrictions, Limitations and Regulations.
The following conditions, restrictions, limitations and regulations are hereby imposed upon the use of Lots:

- (a) No mobile homes shall be permitted.
- (b) No business enterprise shall be conducted on any Lot (the foregoing is not intended to prohibit the operation of a beautician's shop inside a residence nor is it intended to prohibit the use of part of the residence for professional offices, provided all Township ordinances are complied with).
- (c) No building shall be occupied for a period of more than six (6) months until the exterior is completely finished including paved driveway.
- (d) No billboards or advertising signs of any character shall be erected on any part of any Lot, excepting rent or sale signs having not more than four (4) square feet of surface area, and excepting Declarant's identification signs on the perimeter of the development.
- (e) Before construction of a building of any character shall be commenced, the plans and specifications, together with a first floor plan shall be submitted to and approved in writing by the Declarant or his heirs or assigns, and a copy thereof as finally approved, lodged permanently with the Declarant. Declarant may decline to approve any plans or specifications so submitted for aesthetic or other reasons, taking into consideration the effect of the building or other structure as planned on neighboring property and whether the plans are in keeping in general harmony with the surroundings. The minimum floor area square footage for a one-story house shall be One Thousand Eight Hundred (1,800) square feet. The minimum floor area square footage for a one and one-half story house shall be Two Thousand Two Hundred (2,200) square feet. The minimum floor area square footage for a two-story house shall be Two Thousand Two Hundred (2,200) square feet. All sidewalks must be constructed of either brick or exposed aggregate concrete.
- (f) Lot Owners shall keep all weeds and grass cut off their Lots at all times and no trash or junk shall be permitted to accumulate.
- (g) No poles or appliances on which to hang or expose laundry shall be erected or maintained on any Lot closer to

the front line of said Lot than the rear wall of the dwelling to be erected thereon.

(h) All materials excavated within the boundaries of the Property must be deposited within those boundaries unless written consent of the Declarant is obtained for removal. A location for material if not used on the Lot of those having the excavation made, shall be requested from the Declarant who will designate in writing the place where such excavation shall be deposited.

(i) Parking of commercial vehicles on any Lot or the Property or on the streets shall be prohibited at all times except for loading or unloading. Boats and recreational vehicles must be stored under suitable cover such as a garage or basement. They may not be parked outside of the dwelling or along the street.

(j) Temporary living quarters. No property owner shall be permitted to use a garage, trailer or any other structure or part of a building as a temporary living quarters.

(k) Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept, provided the same are not kept, bred or maintained for any commercial purpose. The number of such household pets shall not exceed two of any kind and must be maintained so that offensive odors or noise shall not be apparent to adjoining property owners. Pets must be maintained within the dwelling house; no outside dog houses, pet houses or other similar structures shall be permitted. In the event offspring are born to such pets, whereby the number of pets exceeds two in number, the excess of such offspring above two shall be removed from the Lot within eight (8) weeks. Pets must be controlled to prevent damage to other Lots within the development. Any animal refuse deposited on any resident's lawn shall be removed by the pet's owner immediately.

(l) Outside Storage Buildings. No outside or outdoor storage buildings or similar structures shall be permitted. The Declarant may make exceptions to these restrictions, provided a detailed request be submitted in writing for same, or if the Declarant owns no more land in the subdivision, then the Association may waive these restrictions by a written recorded agreement.

(m) Wooden decorative fences shall be permitted. They may not extend closer to the public street than the rear building line of the house. No fence shall exceed five (5) feet in height. No chain link fences will be permitted.

ARTICLE VI

GENERAL PROVISIONS

6.01. Enforcement By Association or Owner. The conditions and restrictions contained in this Declaration and in any addendum to this Declaration shall be covenants running with the land and shall operate for the benefit of, and may be enforced by the Declarant or by the Owner of any Lot in Laurel Pond North. Violation of any of the provisions contained herein is hereby declared and agreed to be a nuisance which may be remedied by appropriate legal proceedings. The failure to enforce or restrain the breach of any provision herein contained shall in no way be deemed a waiver of the right to enforce or restrain such breach, or any future breach, or as a waiver of such provision.

6.02. Enforcement by Township of Manheim. If the Association fails to maintain the Common Properties in good order and condition, the Township of Manheim, Lancaster County, Pennsylvania, shall have the right, but not the obligation, upon giving the Association thirty (30) days' notice in writing, to do the necessary maintenance with the same right to lien the Lots and collect the costs thereof against the Owners as the Association has under this Declaration.

6.03. Covenants Running With The Land; Duration and Amendment. These covenants set forth in this Declaration shall be binding on all persons claiming under them for a period of 25 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years. This Declaration may be amended by an instrument signed by not less than 75% of the Lot Owners. An amendment shall not be effective unless recorded.

6.04. Severability. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

6.05. Supplement. These conditions, covenants, obligations and restrictions shall be in addition to any applicable provisions of any present or future zoning law or ordinance, and no provision hereof shall be deemed to authorize any act in violation of any such present or future law or ordinance.

ARTICLE VII

MISCELLANEOUS APPROVALS

7.01. Compliance with FHA, VA and FHMA. It is intended that these covenants and the formation of an Association as set forth

herein shall comply with all requirements of the Federal Housing Administration (FHA), the Veterans' Administration (VA), and the Federal Housing Mortgage Association (FHMA). In the event it is necessary to modify or alter the terms of any covenants, restrictions, or conditions set forth herein, or any other terms herein, to comply with such requirements, said changes shall be made and recorded as an amendment to this Declaration if executed by the Declarant.

IN WITNESS WHEREOF, the Declarant has executed this Declaration on the 25 day of Sept., 1999.

WITNESS:

James Zinn

Willis R. Lefever
WILLIS R. LEFEVER
Joanne L. Lefever
JOANNE L. LEFEVER

ALL THAT CERTAIN tract of land situate on the North side of Quarry Road and on the West side of Fruitville Pike, located in the Township of Manheim, County of Lancaster and Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at a point in or near the centerline of Fruitville Pike, a corner common to land of Dale L. and Helen M. Landis; thence in said road the following three courses and distances: (1) South nine (09) degrees fifty-eight (58) minutes thirty-eight (38) seconds East six hundred fifty and ninety-five hundredth (650.95) feet to a point; (2) on a curved line to the left having a radius of five hundred and no hundredths (500.00) feet an arc distance of one hundred forty and six hundredths (140.06) feet the chord thereof being, South eighteen (18) degrees no (00) minutes eight (08) seconds East, one hundred thirty-nine and sixty hundredths (139.60) feet to a point and (3) South twenty-six (26) degrees one (01) minute thirty-eight (38) seconds East, fifty seven and ninety nine hundredths (57.99) feet to a point in the intersection of said road and Quarry Road; thence in or near the centerline of said Quarry Road, South fifty-nine (59) degrees one (01) minute seven (07) seconds West, nine hundred fifty-three and seventy-two hundredths (953.72) feet to a point; thence leaving said road by land of Paul W. and Kathy S. Fleetman, North thirty (30) degrees fifty-five (55) minutes thirty-five (35) seconds West two hundred twenty-five and no hundredths (225.00) feet to a point; thence continuing by land of same and land of Edmund F. and Carolyn J. Stadel, respectively, South fifty-eight (58) degrees fifty-five (55) minutes fifty-six (56) seconds West, two hundred and fifty-eight hundredths (200.58) feet to a point; thence by land of Erb Brothers, Inc., North thirty (30) degrees five (05) minutes thirty-eight (38) seconds West, five hundred ninety-two and sixteen hundredths (592.16) feet to a point; thence by land of Dale L. and Helen M. Landis, North fifty nine (59) degrees thirty-eight (38) minutes three (03) seconds East, one thousand four hundred twenty-five and two hundredths (1,425.02) feet to a point in or near the centerline of Fruitville Pike, the point of BEGINNING.

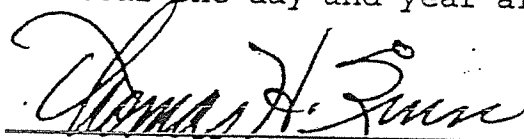
BEING THE SAME PREMISES which Robert T. Lefever and Esther L. Lefever, husband and wife, by deed dated September 21, 1989, and recorded October 11, 1989, in the Recorder of Deeds Office in and for Lancaster County, Pennsylvania, in Record Book 2750, Page 486, granted and conveyed unto Willis R. Lefever and Joanne L. Lefever, husband and wife, as tenants by the entireties.

EXHIBIT A

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF LANCASTER)

On this 25th day of September, 1999,
before me, the subscriber, a Notary Public in and for the aforesaid
Commonwealth and County, came the above-named WILLIS R. LEFEVER and
JOANNE L. LEFEVER, known to me (or satisfactorily proven) to be the
persons whose name are subscribed to the within instrument and
acknowledged the foregoing Declaration to be their act and deed and
desired the same to be recorded as such.

WITNESS my hand and notarial seal the day and year aforesaid.



Notary Public

Notarial Seal
Thomas H. Zinn, Notary Public
Ephrata Boro, Lancaster County
My Commission Expires March 14, 2001
Member, Pennsylvania Association of Notaries