

Prepared by and Return to:

Nikolaus & Hohenadel, LLP  
212 North Queen St.  
Lancaster, PA 17603

This Document Recorded  
02/27/2007 State RTT: 0.00  
11:27AM Local RTT: 0.00  
Doc Code: 05 Lancaster County, Recorder of Deeds Office

Doc Id: 5598211  
Receipt #: 664407  
Rec Fee: 66.50

File #L2269-03

Parcel ID # 160-03428-0-0000  
2 Stonecrest Trail, Elizabethtown, PA 17022

(1)  




5598211  
Page: 1 of 24  
02/27/2007 11:27AM

WOODS EDGE OF ELIZABETHTOWN  
DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND  
RESTRICTIONS

**WOODS EDGE OF ELIZABETHTOWN  
DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND  
RESTRICTIONS**

This Declaration of Covenants, Conditions, and Restrictions hereinafter referred to as the "Declaration" is made this 16<sup>th</sup> day of February, 2007, by Woods Edge of Elizabethtown, LLC, hereinafter referred to as "Declarant."

WHEREAS, Declarant is the owner and developer of a certain tract of real property located in the Township of West Donegal, Lancaster County, Pennsylvania, as more fully described in a legal description attached hereto as Exhibit A (hereinafter referred to as "Property"). Declarant intends to develop the Property as a residential development to be called "Woods Edge" (hereinafter "Community") in accordance with a Final Subdivision/Land Development Plan for Woods Edge of Elizabethtown prepared by d. c. gohn Associates, Inc. and recorded in the Lancaster County Recorder of Deeds Office on November 22, 2006 at Book J-229, Page 25 (hereinafter referred to as the "Plan").

WHEREAS, Declarant deems it advisable, for the efficient preservation of the values and amenities in the community and for the maintenance of the common elements, to subject the Property to certain covenants, restrictions, easements and conditions, each of which are for the benefit of the property and each subsequent owner thereof;

WHEREAS, Declarant has deemed it advisable, for the preservation of the amenities and values in said community, to create an entity know as the "Woods Edge of Elizabethtown Homeowners Association, Inc." (hereinafter "Association"), to which shall be delegated the powers of administering the open space areas and other common facilities, administering and enforcing the covenants and restrictions and levying, collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Declarant has incorporated or will incorporate under the laws of the Commonwealth of Pennsylvania a non-profit corporation known as "Woods Edge of Elizabethtown Homeowners Association, Inc." for the purposes of exercising the functions as described herein;

WHEREAS, Declarant wishes to declare and impose on the Property generally, as covenants running with the land, certain additional covenants, conditions, restrictions, limitations, regulations and agreements. This document is intended to be the master document governing the ownership and use of the lots and Common Facilities which collectively constitute the property, and of the Controlled Facilities which, together with the Common Facilities, constitute the Common Elements.

NOW, THEREFORE, intending to be legally bound, Declarant declares that the Property referred to in Article II hereof and more particularly described in Exhibit "A" attached hereto and forming a part hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, and conditions

hereinafter set forth. All the provisions of this Declaration shall, as to the Owners of the units, Common Elements and Units, their heirs, successors or assigns, operate as covenants running with the land for the benefit of each other and all other properties, Common Elements and Units in the Community and their respective owners and, as its interest is affected, West Donegal Township, Lancaster County, Pennsylvania.

#### ARTICLE I - DEFINITIONS

1.01 Definitions. The following words when used in this Declaration or any Supplemental Declaration shall have the following meanings:

- (a) All defined terms set forth above in the background to this Declaration are incorporated herein by reference.
- (b) "Act" means the provisions of the Pennsylvania Uniform Planned Community Act, 68 Pa.C.S.A. §5101 et seq., as are applicable and in effect as of the date of this Declaration, and all amendments thereto hereinafter enacted.
- (c) "Assessment" means any Annual Assessment or Special Assessment levied against the Units or any Unit in accordance with this Declaration.
- (d) "Association" shall mean and refer to the Woods Edge of Elizabethtown Homeowners Association, Inc., its successors and assigns.
- (e) "Authority" shall refer to the Elizabethtown Area Water Authority and/or the West Donegal Township Authority, or any successor entity providing public water service and/or public sewer service.
- (f) "Bylaws" shall mean the Bylaws established with respect to the Association as may be amended from time to time by the Association.
- (g) "Common Elements" shall mean and refer to the Common Facilities and Controlled Facilities.
- (h) "Common Expenses" shall mean expenditures made by or the financial liabilities of the Association, together with any allocations to reserves and shall include "General Common Expenses" and "Limited Common Expenses" as defined in Section 6.02 of this Declaration.
- (i) "Common Expense Liability" means the liability for Common Expenses allocated to each Unit.
- (j) "Common Facilities" shall mean and refer to the area of land, comprising 20.79 acres, plus or minus, described in Exhibit "A" less each of the 58 Units upon which a Dwelling Unit will be constructed and individually conveyed to the Owners, together with improvements thereon shown on

the recorded final plan of the Property, and including the common open space areas. The location and content of the Common Facilities may be modified by Declarant for so long as Declarant retains ownership of one or more Units, provided that any such modification is approved by the Municipality and is in compliance with the Act. The Common Facilities will be conveyed by the Declarant to the Association.

- (k) "Controlled Facilities" shall mean and refer to any facilities benefiting the Community that are not located with the area devoted to Common Facilities but are controlled and managed by the Association pursuant to this Declaration, but only maintained, repaired, insured, improved or replaced as provided herein. Controlled Facilities shall also include "Limited Controlled Facilities" as defined herein, and the exterior of each unit including the roofs thereof.
- (l) "Declarant" shall mean and refer to Woods Edge of Elizabethtown, LLC, its successors and assigns, if successors or assigns (i) should acquire more than one undeveloped Unit from the Declarant for the purpose of development, and (ii) succeeds under Section 5304 of the Act to any Special Declarant Rights, subject to the restrictions of that Section.
- (m) "Development" shall mean the development of Woods Edge of Elizabethtown as set forth and described in the Plan.
- (n) "Dwelling" means a semi-detached residence, designed, constructed and occupied as a single family residence, and located within a building and on a Unit subject to this Declaration. Each separate dwelling shall be subject to all of the rights, privileges and duties set forth herein. A Dwelling and the land on which it is situated are collectively synonymous with the term "Unit."
- (o) "Executive Board" shall mean the board designated by Section 5.05 herein to act on behalf of the Association.
- (p) "Fine" or "Fines" means monetary penalties authorized to be imposed on Owners by the Association for violation of any of the terms and conditions of this Declaration, the Bylaws, or any rules and regulations ("Rules and Regulations") adopted by the Association in accordance with this Declaration or Bylaws. Such monetary penalties shall include, without limitation, fees, charges, late charges, fines and interest, and reasonable costs and expenses of the Association, including legal fees, incurred in connection with collection of any sums due to the Association from the Owner or enforcement of the provisions of this Declaration, Bylaws, or Rules or Regulations.

- (q) "Limited Controlled Facilities" shall mean the Controlled Facilities that are for the exclusive use of one or more but fewer than all of the Units and may include the exterior of each Unit and the roof thereof.
- (r) "Member" shall mean and refer to all those owners who are members of the Association. Every Owner of a Unit which is subject to assessment shall be member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Unit which is subject to assessment.
- (s) "Municipality" shall mean and refer to the municipality within which the property is located, being West Donegal Township, situate in Lancaster County, Pennsylvania.
- (t) "Officers" shall mean the officers of the Association elected by the Executive Board.
- (u) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Unit, including individuals having any interest under the terms of an installment sales agreement, but excluding those having such interest merely as security for the performance of an obligation.
- (v) "Period of Declarant Control" shall mean that period established under Section 5.04 hereof wherein Declarant has the right to appoint and remove Officers and Members of the Executive Board.
- (w) "Plat" or "Plans" shall mean and refer to the Final Subdivision/Land Development Plan for Woods Edge of Elizabethtown prepared by d.c.gohn Associates, Inc. dated June 7, 2006 and last revised August 14, 2006 and recorded in the Office of the Recorder of Deeds for Lancaster County at Book J-229, Page 25, as the same may, however, be further revised in accordance with applicable ordinances, with any such revisions to be subject to the approval of the Municipality. The Plans are inclusive of Sheets 1-26.
- (x) "Private Street" shall mean the street identified on the Plans as Stonecrest Trail.
- (y) "Property" shall refer to all lands, both Units and Common Elements, which are described in Exhibit "A" or are hereafter made subject to this Declaration.

- (z) "Roads" shall refer to both publicly dedicated and private roads within the Community and shall include Woodsedge Drive, Southwoods Drive and Stonecrest Trail.
- (aa) "Unit" means a part of the Property designed or intended for residential use, including both the building footprint and the semidetached dwelling erected thereon. There are a total of 58 Units, numbered 1-58 inclusive, to be constructed within a total of 29 buildings.

## ARTICLE II – DESCRIPTION OF UNITS AND COMMON ELEMENTS

- 2.01 Unit Boundaries. The boundaries of each Unit are coterminous with the footprint of each Unit as depicted on the Plans, together with an easement over an area extending 10 feet to the rear or side of each Unit for the length of the rear or side wall to be utilized for expansion and/or enclosure of the deck/porch area, subject to the provisions of §4.07. The identifying number of each Unit is set forth on the Plans.
- 2.02 Maximum Number of Units. The number of Units that may be created in Woods Edge is fifty-eight (58). No individual Units may be further subdivided.
- 2.03 Description of Common Elements. Descriptions of the Common Elements of the Community including both Common Facilities, Limited Common Facilities or Areas and Controlled Facilities are contained in Article I Definitions. There are no timeshare estates created under this Declaration.
- 2.04 Flexibility of the Community. Woods Edge is intended to be a flexible planned community as such term is contemplated under the Act. In particular, Declarant reserves the options to add additional real estate to the Community and to create additional units or Limited Common Elements or both.

## ARTICLE III – DEED RESTRICTIONS AND DECLARATIONS

- 3.01 All Units are declared to be subject to the Deed Restrictions and this Declaration in accordance with the terms set forth herein and nothing contained herein shall be deemed to modify or amend the provisions thereof except as specifically provided herein. The following restrictions and requirements are intended to be in addition to the requirements of all applicable ordinances of the Municipality, and all Unit Owners shall comply with the requirements of all applicable Municipality Ordinances in addition to the requirements of this Declaration. In the event of a conflict between this Declaration and any Municipality Ordinance, Section 3.07 of this Declaration shall govern.
- 3.02 Compliance with Plan. No use of any Unit or Limited Common Area shall be made which is contrary to the Plan approved by Municipality, as provided for in the relevant provisions of the Municipal Zoning Ordinances, or such changes or

amendment to such plan as may from time to time be properly approved by the Municipality. Each Owner shall be bound by all provisions of such Plans, whether or not recorded, including but not limited to all Notes shown thereon.

- 3.03 Unit Size. No Unit shall be subdivided, partitioned, changed or reduced in size except that the Declarant reserves the right to itself, its successors or assigns, to modify the Plan in accordance with the proper consent and approval of the Municipality.
- 3.04 Use and Improvement Restrictions. The following uses and improvements are prohibited or restricted within any Unit or Limited Common Area unless hereinafter specifically permitted with the prior approval of the Declarant or the Association.
- (a) No outside or free-standing TV, radio, short wave or similar aerial or antenna shall be erected or maintained, unless approved and agreed to by Declarant, or by the Executive Board or an Architectural Control Committee appointed by the Board. Approval shall not be unreasonably withheld, consistent with the preservation of aesthetics within the community; provided, however, that no satellite dish antenna shall exceed 18 inches in diameter.
  - (b) No trailer, tent, recreational vehicle, outbuilding or structure of a Temporary nature shall be used as a residence.
  - (c) No commercial or business type vehicle or equipment shall be parked on any Unit, Limited Common Areas, roadbeds or common parking area except when performing work or making a delivery. No unused vehicle or equipment and no trailer, recreational vehicle or boat shall be parked or stored on any Unit, or on the roads or driveways within the Community. Small pick up trucks and similar size vehicles shall be permitted provided they are owned or used by an owner of a Unit within the Community.
  - (d) No animals, livestock or poultry of any kind shall be raised, bred, or kept on any Unit or in any Dwelling or other improvement erected on a Unit, except that dogs, cats, or other customary household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose, and subject to applicable laws and regulations governing the keeping of animals. All household pets must be maintained so that offensive odors or noise will not be apparent to other Owners and must be controlled to prevent damage to other Units within the Development. Animal waste shall be promptly removed and disposed of by Owner.
  - (e) No portion of the Property shall be used or maintained as a dumping ground for rubbish, trash, new or used lumber or wood, metal scrap, garbage or other waste, except that such material may be kept in the

Dwelling or in areas of the Property designated for this purpose by the Declarant (in connection with its construction), or by the Executive Board, provided that these materials are kept in sanitary containers in a clean and sanitary condition. No garbage cans or trash containers shall be located in the Front Yard or on the sidewalks on or adjacent to any Unit for more than a 24-hour period. All trash enclosures shall be prohibited in or on the Front Yard, Side Yard, the front porch of any Unit or on any sidewalk in or adjacent to any Unit. Unit Owners shall place these containers for collection only in the designated areas, and only on the day these refuse materials are to be collected. Empty containers shall be removed promptly after collection.

- (f) No Unit Owner or occupant shall leave any non-operating vehicle, any vehicle not currently registered and licensed, or any vehicle having an invalid and expired state motor vehicle inspection sticker on or about the Property, except if entirely enclosed in a garage.
- (g) No garage area shall be converted to either living space or storage space. to the contrary, all garage spaces must be kept clear and used for the purpose of storing a vehicle.
- (h) No playground equipment or area shall be permitted except as may be specified in the Plan or as designated by the Board of the Association in an approved location within the Common Area, with such equipment to be available for use by the members of the Association, their guests, visitors and invitees.
- (i) No detached or free standing garden or utility sheds shall be permitted except as may be specified in the plan or as designated by the Board of the Association in an approved location within the Common Area.
- (j) The Private Street shall be owned and maintained by the Association and all costs thereof shall be a Common Expense. The Municipality shall have no maintenance responsibilities with respect to the Private Street, Stonecrest Trail, and shall not be deemed to own or be responsible in any respects for the same. Maintenance of the Private Street by the Association shall include, but not be limited to, paving and snow removal. No building or structure shall be constructed, erected, placed, maintained or used on or in the Private Street, and no vehicles, boats or other personal property of any kind shall be parked, stored or placed on or in the Private Street except as otherwise permitted. The Private Street shall be and are hereby made subject to easements and rights of way for the benefit of all Owners, their invitees and agents, for pedestrian and vehicular ingress and egress over, on and through the Private Street, and the easements created pursuant to this Declaration.



- 3.05 Prohibition of Unlicensed Motorized Devices. The use of motorbikes, mini-bikes or similar unlicensed motorized devices shall not be permitted in Woods Edge except duly licensed motorcycles may be used on the roadbeds for the purpose of normal transportation.
- 3.06 Prohibition of Interference with Drainage Facilities. No grading, landscaping or excavation or driveway installation shall be constructed on the Property in a manner that burdens, damages or interferes with drainage swales, pipes, infiltration trenches, basins or other drainage facilities of any type.
- 3.07 Restrictions in Addition to Municipal Ordinances, Rules or Regulations. All restrictions provided for herein shall be in addition to any restrictions contained in Municipal ordinances, rules or regulations, and in all events, in the case of conflict between such rules and regulations and the Restrictions provided for herein, the more stringent of the two shall apply.
- 3.08 Rules and Regulations. The Executive Board shall have the power and authority to adopt, amend, withdraw and publish from time to time such Rules and Regulations applying the foregoing Protective Covenants as the Board may deem appropriate under the then existing circumstances of the Association.
- 3.09 Insurance on Individual Units. Each Owner of a Unit is obligated to carry Homeowners insurance on such Owner's Unit. Homeowners insurance must be written on a standard form for individual (i.e., not condominium) fee simple ownership of the dwelling unit, and must include both fire and extended coverages with respect to protection against property damage and individual liability with respect to insuring against injuries to persons suffered within the boundaries of the Unit or within the boundaries of the Limited Controlled Facilities adjacent thereto. Each Owner shall on an annual basis, provide the Association with either a Certificate of Insurance or a copy of the insurance policy demonstrating compliance with this obligation. The Association is authorized to obtain insurance on any Unit where the Owner fails to do so, and assess the cost of obtaining the same against the Owner of the Unit in the same manner as any General or Special Assessment. As set forth in Sections 5.01(a), 5.02(a) and 5.09 of this Declaration and Section 7.1 of the Bylaws, the Association shall carry liability insurance with respect to the Common Elements of the Community.

#### ARTICLE IV – RESTRICTIONS ON COMMON FACILITIES

- 4.01 Uses. The Common Facilities shall be used for only the following purposes: pedestrian (but not vehicular) use of the sidewalks and pathways, storm drainage facilities, resource conservation, flood plain conservation, and active or passive recreational purposes. No other use shall be permitted in the Common Facilities.
- 4.02 Subdivision of Common Facilities. There shall be no further subdivision of the

Common Facilities, except for Declarant's right to adjust or modify lot line boundaries.

- 4.03 Landscaping and Planting. No individual landscaping, gardening or planting shall be permitted in the Common Facilities, except that landscaping, gardening or planting which is approved by the Association in accordance with its Articles and Bylaws. This section shall include landscaping as any individual Owner may propose for any individual Unit.
- 4.04 Trees. No trees, except dead or diseased trees, shall be cut except when approved by the Association in accordance with its Articles and Bylaws. No trees shall be planted except as approved by the Association in accordance with its Bylaws.
- 4.05 Fences. No fences shall be erected on the open space, except those approved by the Association in accordance with its Articles and Bylaws.
- 4.06 Sheds. No free standing and/or detached garden or utility sheds shall be permitted in the Development.
- 4.07 Easements. Perpetual easements for the installation and maintenance of sewer, water, gas, electric, telephone, fuel oil, cable television, and storm drainage facilities for the benefit of the adjoining landowners and/or utility companies ultimately operating such facilities, are reserved. Also, easements in general in and over each Unit for the installation of such facilities are similarly reserved. Easements are reserved in favor of the Municipality and the Authority for the purposes provided in this Declaration, the By Laws, the Rules and Regulations of the Association, if any, and all applicable Ordinances, Regulations and Codes. No buildings or structures shall be erected within the easement areas occupied by such facilities. Additionally, the Owner of each Unit shall be granted an easement over an area extending ten feet out from the rear or side wall of the Unit for the length of the rear or side wall for purposes of expansion and/or enclosure of the deck or porch area, subject to approval of the Association prior to such expansion or enclosure.

#### ARTICLE V – HOMEOWNERS ASSOCIATION

- 5.01 Purposes. The Association shall be formed and maintained for the following purposes (the "Purposes"):
- (a) To maintain, improve, repair, replace, regulate, manage, insure and control the Common Elements within the Community in accordance with the requirements of the Plan and applicable law and regulations.
  - (b) To provide for lawn, shrub and tree maintenance within the Community, which shall include mowing, trimming, repair, replacement, and general maintenance of lawns, shrubs and trees within the Community.

- (c) To maintain control of the Units in accordance with the restrictions set forth in the Deed Restrictions or as required by this Declaration. The Association shall have the right to exercise all rights of the Declarant as set forth in the Deed Restrictions from and after the termination of the Period of Declarant Control.
- (d) To promote the health, safety and welfare of the residents of the Development.

5.02 Powers. In furtherance of its Purposes, the Association shall have the right and power to:

- (a) Do all things and to take all action reasonably necessary for the maintenance, improvement, repair, replacement, regulation, management, insurance and control of the Common Elements, including Common Facilities and Controlled Facilities, in accordance with the requirements of the Plan, this Declaration and applicable law and regulations;
- (b) Grant easements, leases, licenses and concessions through or over the Common Elements, including Common Facilities and Controlled Facilities;
- (c) Adopt and amend bylaws and rules and regulations;
- (d) Adopt and amend budgets for revenues, expenditures and reserves, and collect assessments for Common Expenses from Owners;
- (e) Impose charges for late payment of assessments and, after notice and opportunity to be heard, levy reasonable fines on Owners for violations of this Declaration, the Bylaws and rules and regulations of the Association;
- (f) Provide for the indemnification of Officers and Members of the Executive Board and maintain directors' and officers' liability insurance;
- (g) Exercise any other powers conferred on unit owner's associations by Chapter 53 of the Act, this Declaration or the Bylaws;
- (h) Exercise all other powers that may be exercised in the Commonwealth of Pennsylvania by legal entities of the same type as the Association; and exercise any other powers necessary and proper for the governance and operation of the Association; and
- (i) Exercise all rights of Declarant from and after the termination of the Period of Declarant Control.

5.03 Membership; Voting Rights.

(a) Owners:

- (1) Membership. Each Owner shall be a Member of the Association entitled to one vote for each Unit owned. When more than one person holds an interest in any Unit, all such persons shall be members of the Association.
- (2) Voting. Each Unit shall be allocated one vote. When more than one person holds title to a Unit, such persons shall be entitled to only one (1) collective vote in any matter to be voted on by Owners or in any election by Owners. Such vote shall be determined and cast in the manner provided by the Bylaws.

- (b) Developer shall be entitled to one vote for each Unit owned by Developer subject to the provisions of Section 5.04 hereof.

5.04 Period of Declarant Control.

- (a) Declarant shall have the right to appoint and remove Officers and members of the Executive Board for the period commencing with the date of the first conveyance of a Unit to any persons other than Declarant and ending on the earlier of
- (1) five years from date of the first conveyance; or
  - (2) sixty days after conveyance of 75% of the Units to any person other than Declarant; or
  - (3) two years after Declarant has ceased to offer Units for sale in the ordinary course of business.
- (b) The provisions of subparagraph (a) notwithstanding, the election of Officers and Members of the Executive Board during the Period of Declarant Control shall be subject to the following:
- (1) Not later than 60 days after the conveyance of 25% of the Units to persons other than Declarant, at least one member and not less than 25% of the Members of the Executive Board shall be elected by Owners other than Declarant.
  - (2) Not later than 60 days after conveyance of 50% of the Units to persons other than Declarant, at least two Members and not less than 33% of the Members of the Executive Board shall be elected by Owners other than Declarant.
- (c) Declarant shall have the right to voluntarily surrender the right to appoint and remove Officers and Members of the Executive Board prior to the expiration of the Period of Declarant Control. Declarant shall notify the Association and the Executive Board in writing of its election to surrender

such rights, whereupon the Period of Declarant Control shall terminate immediately. In such event, Declarant may reserve the right, for the duration of the Period of Declarant Control, to require approval by Declarant of specified actions of the Association or the Executive Board, provided such reserved rights are described in an instrument executed by the Declarant and recorded in the Recording Office.

5.05. Executive Board.

- (a) Not later than the termination of the period of Declarant Control, the Executive Board appointed by the Declarant shall resign and the Owners shall elect an Executive Board of at least three Members, all of whom shall be Owners. No more than one Owner of a Unit shall serve on the Executive Board at the same time as another Owner of the same Unit.
- (b) An Executive Board elected or appointed in accordance with the provisions of this Declaration shall have the power to act on behalf of the Association in all matters not specifically reserved for Owners pursuant to this Declaration, the Bylaws or by applicable law.

5.06 Limitations on Authority of Executive Board The Executive Board may not act on behalf of the Association to do any of the following, which matters are reserved for action by the Owners in accordance with the provisions of this Declaration:

- (a) Amend this Declaration;
- (b) Elect Members of the Executive Board; or
- (c) Determine the qualifications, powers, and duties or terms of office of Members of the Executive Board.

5.07 Removal of Members of Executive Board. The Owners, by a two-thirds vote of all Owners present and entitled to vote at any meeting of the Owners at which a quorum is present, may remove any Member of the Executive Board, with or without cause, other than a Member appointed by the Declarant.

5.08 Association Budget.

- (a) At least annually, the Executive Board shall prepare and adopt a budget of Common Expenses.
- (b) The Executive Board shall deliver to all Owners copies of each budget approved by the Executive Board and notice of any capital expenditure approved by the Executive Board, promptly after such approval.

- (c) The Owners, by a vote of two-thirds of all Owners present and entitled to vote at any meeting of the Owners at which a quorum is present, may reject any budget or capital expenditure approved by the Executive Board within thirty (30) days after approval.

5.09 Insurance. The Executive Board shall cause the Association to obtain, if and to the extent available, and pay for all insurance on the Common Facilities required under Section 5312 of the Act.

#### ARTICLE VI - ASSESSMENTS

6.01 Annual Assessments.

- (a) The Executive Board shall have the power to make annual assessments ("Annual Assessments") of each Unit to provide for payment of Common Expenses incurred to carry out any of the Purposes of the Association as set forth in Article IV.
- (b) Until the Association makes the first such assessment for Common Expenses, Declarant shall pay all expenses and carry out all maintenance and repair obligations of the Association.
- (c) After the first Assessment, Annual Assessments shall be made at least annually, based upon a budget adopted at least annually by the Association in accordance with this Declaration and the Bylaws. The budgets of the Association shall segregate Limited Common Expenses from General Common Expenses if and to the extent appropriate.
- (d) The Annual Assessment shall commence as to each Unit on the date of deed of conveyance of that Unit from the Declarant and shall be pro-rated for the calendar year and/or month in which closing occurs. Owner shall pay at settlement the then current year assessment prorated to the date of settlement. In addition, Owner at settlement shall pay the sum of two Hundred Dollars (\$200.00) to which sum shall be non-refundable and shall be allocated to the capital reserve fund for improvements to the Common Facilities. Until such conveyance, Declarant shall pay the Annual Assessment for each Unit owned by Declarant. At settlement on all subsequent transfers of any Unit, the sum of Two Hundred Dollars (\$200.00) shall be paid by the new Owner and allocated to the capital reserve fund for improvements to the Common Facilities
- (e) The Executive Board shall fix the amount of the next Annual Assessment during the fourth quarter of each year. Written notice of the Annual Assessment shall be sent to every Owner.

- (f) Surplus funds shall be credited in accordance with Section 5313 of the Act.

6.02 Uniform Rate of Assessment.

- (a) Except as provided in subparagraph (b), Annual Assessments for Common Expenses ("General Common Expenses") must be fixed at a uniform rate for all Units.
- (b) Assessments with respect to the following expenses shall be deemed "Limited Common Expenses" and shall be assessed as follows:
  - (1) Any Common Expense benefiting fewer than all Units shall be assessed exclusively against the Units benefited, and
  - (2) If a Common Expense is caused by the negligence or misconduct of any Owner, the Association may assess that expense exclusively against such Owner's Unit.

6.03 Special Assessments. In addition to the Annual Assessments authorized above, the Association 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 upon the Common Areas, including fixtures and personal property related thereto and including Storm Water Management Facilities, provided that any such assessment shall have the assent of two-third (2/3) of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose.

ARTICLE VII – LIENS OF ASSESSMENTS AND FINES

7.01 Creation of the Lien and Personal Obligations of Assessments.

- (a) The Declarant, for each Unit owned by it within the properties, hereby covenants and each subsequent Owner of any such Unit by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association (1) annual assessments or charges; (2) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided; and (3) special assessments for maintenance, restoration or repair as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as are hereinafter provided shall be a charge on the land and shall be a continuing lien upon the Unit against which each assessment is made, as more fully set forth in Section 5315 of the Act. Each such assessment, together with such interest thereon and costs of collection thereof as are hereinafter provided, shall also be the personal

obligation of the person who was the Owner of such property at the time when the assessment fell due.

- (b) **Notification.** The Owner of a Unit intending to sell the same shall notify the Executive Board as to his intent to sell the Unit so that the Resale Certificate required under Section 5407 of the Act may be prepared.
- (c) **Resale Certificate.** Within ten (10) days of the receipt of such notification, the Board shall prepare a Resale Certificate which shall set forth all information required under Section 5407 of the Act. This certification shall be mailed to the place designated by the Owner. No conveyance shall discharge the personal liability of the Owner for unpaid assessments or charges whether or not shown on such certificate. A reasonable fee shall be established from time to time for the cost of preparation of such certificate and shall be paid at the time of request of such certificate. The certificate shall be signed by an officer of the Association or by an employee of the Association's management company. A properly executed certificate of the Association as to the status of assessments on a Unit is binding upon the Association as to any purchaser or mortgagee relying thereon in good faith as of the date of its issuance, but shall not relieve the Owner of personal liability.

7.02 **Liens of Assessments and Fines.** In accordance with Section 5315 of the Act, Annual Assessments and/or Fines, together with interest, costs, and reasonable attorney's fees, shall be a charge on each respective Unit and shall be a continuing lien upon each respective Unit. Each such Assessment or Fine, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the Owner for Assessments made and for fines imposed against such Owner while such Owner holds title to the Unit. The charge of any Assessment or Fine against any Unit shall survive transfer of title to such Unit as provided by Section 5315 of the Act. If an Assessment is payable in installments and one or more installments are not paid when due, the entire outstanding balance of the Assessment becomes effective as a lien from the due date of the delinquent installment.

7.03 **Priority of Lien.** The priority of the lien for Assessments and Fines shall be determined in accordance with Section 5315 of the Act.

#### **ARTICLE VIII – EASEMENTS AND RIGHTS OF ACCESS**

8.01 **Members' Easements of Enjoyment.** Subject to the provisions of Section 8.03 of this Article VIII, every Member shall have a right and easement of enjoyment in and to the Common Facilities and such easement shall be appurtenant to and shall pass with the title to every Unit, and shall commence at the time of such Member's acquisition of his or her Unit whether or not title to the Common Facilities has been then conveyed to the Association. Such easement shall include



the right of access to, ingress to and egress from the Common Facilities, the right to make reasonable passive recreational use of the Common Facilities, including the pathways and sidewalks, and the right to use drainage facilities and utilities placed within the Common Facilities.

- 8.02 Title to Common Facilities. Declarant hereby covenants for itself, its successors and assigns, that it shall convey the Common Facilities by special warranty deed to the Association, free and clear of all liens and encumbrances, excepting the mortgage encumbrances as may be provided for herein, existing building restrictions, ordinances, easements of roads, privileges or rights of public service companies as provided for herein, and any other restrictions or conditions existing of record not later than the termination of the period of Declarant Control, as defined in Section 5.04 above.
- 8.03 Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:
- (a) the right of the Association in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the Common Facilities and Controlled Facilities and, in aid thereof, to mortgage said Common Facilities and the rights of such mortgagee in said Common Facilities shall be subordinate to the rights of the Owners hereunder;
  - (b) the right of the Association to take such steps as are reasonably necessary to protect the Common Facilities against foreclosure;
  - (c) the right of the Association, as may be provided in its Articles and Bylaws, to suspend the enjoyment rights to recreational open spaces of any members for any period during which any such member's assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations;
  - (d) the right of the Association to charge reasonable admission and other fees for the use of any recreational facilities within the Common Facilities;
  - (e) the right of the Declarant, and of the Association, to grant and reserve Easements and rights-of-through, under, over and across the Common Facilities, for the installation, maintenance and inspection of the lines and appurtenances for access, ingress and egress, for public water, gas, electric, telephone, sewage, drainage, fuel oil, cable television, other utilities; provided, however, that such easements and rights-of-way will not be contrary to either (i) the Plan, or (ii) the purposes for which the Common Facilities can be utilized under the governing ordinances of the Municipality;
  - (f) the right of the Declarant (until the end of the Period of Declarant Control)

and the Association, contingent upon the prior written approval of the Municipality or, as applicable, approval of the Authority, to dedicate or transfer all or any part of the Common Facilities to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such dedication and transfer or determination as to the purposes or conditions thereof shall be effective unless an instrument executed by the president of the Association and attested to by the secretary thereof certifies that after due notice in accordance with the Articles of Incorporation and Bylaws of the Association that two-thirds (2/3) of the persons present, in person or in proxy, approve such action; provided, however, that notwithstanding any such transfer, the Common Facilities are restricted to utilization as open space by the Community;

- (g) the free right and privilege of Declarant at all times hereafter to go upon the Common Facilities to construct, reconstruct, repair, renovate or correct any work heretofore or hereafter done by Declarant, its agents, servants, workmen or contractors;
- (h) the free right and privilege of Declarant, its agents, servants, contractors, licensees and invitees to enter upon the Common Facilities at all times for purposes incident to the construction of the residential subdivision and the marketing of dwellings; including, without limitation, the right to complete all improvements denoted on the Plat and/or the Final Subdivision Plans, the right to maintain offices, models and signs, the right to use easements within and through the Common Facilities and Controlled Facilities, as more fully set forth herein below; and
- (i) the absolute right of Declarant at any time until the conveyance of the last Unit to an Owner other than Declarant to modify the boundary lines of the individual Units and the Common Facilities, provided, however, that any such change must first be approved by the Municipality. No individual Owner shall be deemed to have a vested right in and to the area, content or location of the Common Facilities until the conveyance of the last Unit to an Owner other than Declarant, except that any such change shall not reduce the amount of the Common Facilities to less than the amount required under the applicable municipal ordinances.
- (j) the rights of the Municipality and the Authority to enter upon the Common Facilities for purposes defined by this Declaration and for use of the easements through the Common Facilities and Controlled Facilities granted above in this Declaration.

8.04 Utility Lines Serving More Than One Unit. In order to provide the Unit Owners with underground utility lines, it may be required from time to time that two or more Units are served with a common service entrance line. The Owners of Units

with such lines agree to cooperate fully with all maintenance, repair and other measures as may be necessary to provide adequate and proper services to the Owners served thereby.

**ARTICLE IX – MAINTENANCE OF COMMON FACILITIES AND CONTROLLED  
STORM WATER MANAGEMENT FACILITIES**

- 9.01 **Maintenance Responsibility.** The maintenance of the Common Facilities (including the Limited Common Facilities unless otherwise specified) and Controlled Facilities shall be the responsibility of the Declarant until such time as the initial Common Expense assessment is made. Thereafter the maintenance of the Common Facilities and Controlled Facilities shall be the responsibility of the Association, as set forth in Section 5.04 subject to the Declarant's contribution during the Period of Declarant Control. Maintenance shall include, but is not limited to, facilities maintenance and repair, maintenance of the sidewalks, and pathways (maintenance and repair), lawn care, liability insurance, maintenance of landscaping and planting other than those landscaping and planting features installed by individual Unit Owners subject to Association approval, construction of any kind and anything else associated with the use and enjoyment of the Common Facilities. Each Unit Owner shall be primarily responsible, subject to the Association's rights as set forth in Section 5.02, for maintaining his/her Dwelling and Unit in accordance with any and all architectural controls set forth herein or in the Bylaws of the Association. Any alteration to the exterior of any Unit, which is part of the Controlled Facilities, which alters its appearance or conformity to the architectural controls or designs, shall be permitted only upon the approval of Board of Directors of the Association.

**ARTICLE X – EFFECT OF NON-MAINTENANCE  
OF COMMON FACILITIES BY ASSOCIATION**

- 10.01 **Right of Municipality.** In the event that Declarant or the Association neglects the maintenance of or repair to the Common Elements, as provided for in Article IX hereof, the Municipality shall have the right, but not the obligation, to provide for the maintenance of or repair to the Common Elements, and the costs thereof shall be assessed equally among the Owners. The assessment shall be a charge against all the Units and shall be a continuing lien upon the Units. The Municipality, before it may exercise the above-mentioned rights, shall notify the Board of Directors of the Association by certified mail of its intention to do so. The notice to the Board of Directors of the Association shall specifically set forth in what manner the Association has neglected the maintenance of or repair to the Common Elements. If the Association fails to correct or repair the items listed in the notice, within thirty (30) days thereafter the Municipality may exercise its above-mentioned rights. With respect to the water and sewer lines serving the Community, the Authority shall have the same rights as herein granted to the Municipality.

- 10.2 Abandonment or Cessation of Association. In the event that the Association is abandoned or abolished, or otherwise ceases to exist, or the Association proposes to dispose of the Common Facilities as provided herein, such Common Facilities shall first be offered for dedication to the Municipality, at no cost to the Municipality, before any other steps are taken in conformity with these Covenants and Restrictions.

#### ARTICLE XI – GENERAL PROVISIONS

- 11.01 Enforcement. The conditions and restrictions contained in this Declaration shall be covenants running with the land and shall operate for the benefit of, and may be enforced by the Declarant, the Association or by the Owner of any Unit in the Development. Violation of any of the provisions contained in this Declaration 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 of this Declaration 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.
- 11.02 Covenants Running with the Land. The covenants set forth in this Declaration are perpetual in nature, shall be covenants running with the land and shall be binding on all parties and all persons claiming under them.
- 11.03 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.
- 11.04 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 zoning law or ordinance.
- 11.05 Amendment. All amendments to this Declaration must be in writing, approved by Declarant if made during the Period of Declarant Control, and otherwise approved by a two-thirds vote of all Owners present and entitled to vote at any meeting of the Owners at which a quorum is present. Any such amendment as would lessen or alter the rights of the Municipality and/or the Authority may not be enacted without the prior written approval of the Municipality and/or the Authority. No such amendment shall be effective unless and until recorded in the Office of the Recorder of Deeds.
- 11.06 Notices. Any notice required to be sent shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as a member of Owner on the records of the Association at the time of such mailing.

## ARTICLE XII- RETENTION OF SPECIAL DECLARANT RIGHTS

- 12.01 Declarant retains for a period ending two (2) years after the sale by Declarant of the last Unit, an easement to enter upon each Unit to perform any corrective grading deemed necessary or desirable by Declarant; the Association and the Municipality shall each have the same easement, perpetually.
- 12.02 Subject to approval by the Municipality, Declarant retains the sole right to subject any portion of the planned community to an easement or license in favor of any real estate not included in Woods Edge or in favor of any person who is not an Owner or occupant of a Unit in the Community, until such time as the termination of the period of Declarant Control. In such event in exercising such right, the use and enjoyment of any Unit Owner shall not be adversely affected by the easement rights, nor shall there be any adverse impact on the budget of the Association.
- 12.03 Subject to obtaining any necessary permits or approvals from the Municipality, Declarant reserves the right to maintain offices and models within the Common Facilities portion of the Community and/or individual Units within the Community, in connection with the management of and/or sale or rental of Units owned by the Declarant. There shall be not more than three (3) model homes within Woods Edge at any one time, comparable in size to the dwellings to be constructed. Temporary sales trailers and/or construction trailers and/or equipment trailers may be placed anywhere within the Common Facilities portion of the planned community, and/or within individual Units. These rights shall be retained for so long as the Declarant retains ownership of any one or more Units within the Community.
- 12.04 Declarant retains the right to maintain signs on any one or more of the Units in the Community, as well as on the Common Facilities thereof, advertising Units in the Community for sale or lease.
- 12.05 Until the termination of the period of Declarant Control, Declarant retains the right to appoint or remove all officers of the Association and/or Members of the Executive Board, subject to the limitations set forth hereinabove and in the Act.
- 12.06 Declarant shall have the right to assign all or any part of its rights and duties under this Declaration and the Bylaws to any other party or parties who intend to carry out the development of all or any part of the Community. In the case of the assignment of all its rights and duties, Declarant shall be relieved of all further liabilities and obligations under the Declaration and Bylaws (except for any rights and duties which it may have as an Owner in respect of any Unit or Dwelling which it may continue to own, which shall be unaffected thereby) as of the effective date of the assignment, and the party to whom the assignment shall have been made shall thereafter become and be treated as the "Declarant" for all purposes of this Declaration and the Bylaws. In the case of the assignment of less

than all of its rights and duties, Declarant shall continue to be responsible for all of its liabilities and obligations as the Declarant, notwithstanding that the assignee may have agreed with the Declarant to assume responsibility for some portion thereof. This assignee shall be entitled to exercise and enjoy all rights assigned to it, subject to any terms, conditions or restrictions applicable thereto set forth in the instrument by which the assignment is made, in all respects as if it were the Declarant hereunder. No assignment shall be effective until Declarant and the proposed assignee shall have entered into an instrument which shall set forth the rights and duties of the Declarant to be assigned thereby in all terms, conditions and restrictions applicable to the assignment, and this instrument shall have been filed for recordation with the Recorder of Deeds. In addition, no assignment of any rights or duties which would affect either the Municipality or the Authority shall be effective unless the Municipality or (as applicable) the Authority shall approve such assignment, such approval not to be unreasonable withheld.

IN WITNESS WHEREOF, Declarant has hereunto set its hand and seal the day and year first above written.

WOODS EDGE OF ELIZABETHTOWN, LLC

Attest:

Helena C. Wetman

By: Robert L. Gruber  
Robert L. Gruber, Member

By: Ronald H. Rohrer  
Ronald H. Rohrer, Member

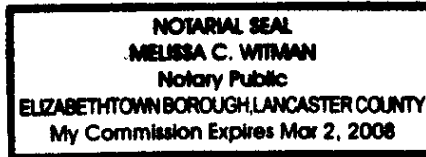
Commonwealth of Pennsylvania :  
: SS:  
County of Lancaster :

On this 16<sup>th</sup> day of February, 2007, before me, the undersigned, personally appeared Robert L. Gruber, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument, and acknowledged that he is authorized to execute this Declaration on behalf of Woods Edge of Elizabethtown, LLC and that he executed the same for the purposes therein contained.

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

*Melissa C. Witman*  
Notary Public

My Commission Expires:



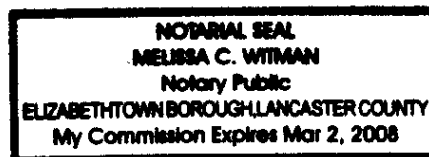
Commonwealth of Pennsylvania :  
: SS:  
County of Lancaster :

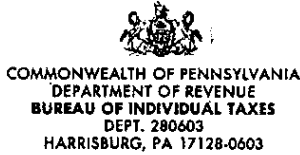
On this 16<sup>th</sup> day of February, 2007, before me, the undersigned, personally appeared Ronald H. Rohrer, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument, and acknowledged that he is authorized to execute this Declaration on behalf of Woods Edge of Elizabethtown, LLC and that he executed the same for the purposes therein contained.

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

*Melissa C. Witman*  
Notary Public

My Commission Expires:





**REALTY TRANSFER TAX  
STATEMENT OF VALUE**

See Reverse for Instructions

RECORDER'S USE ONLY	
State Tax Paid	0
Book Number	
Page Number	5597211
Date Recorded	2-27-07

Complete each section and file in duplicate with Recorder of Deeds when (1) the full value/consideration is not set forth in the deed, (2) when the deed is without consideration, or by gift, or (3) a tax exemption is claimed. A Statement of Value is not required if the transfer is wholly exempt from tax based on: (1) family relationship or (2) public utility easement. If more space is needed, attach additional sheet(s).

**A CORRESPONDENT - All inquiries may be directed to the following person:**

Name	Bernadette M. Hohenadel, Esq.	Telephone Number	Area Code (717) 299-3726
Street Address	212 N. Queen St.	City	Lancaster
		State	PA
		Zip Code	17603

**B TRANSFER DATA**

Grantor(s)/Lessor(s)	Woods' Edge of Elizabethtown LLC	Date of Acceptance of Document	
Street Address	48 S. Market Street	Grantee(s)/Lessee(s)	
City	Elizabethtown, PA	Street Address	
State	PA	City	
Zip Code	17022	State	
		Zip Code	

**C PROPERTY LOCATION**

Street Address	2 Stonecrest Trail	City, Township, Borough	West Donegal Township
County	Lancaster	School District	Elizabethtown
		Tax Parcel Number	160-03428-0-0000

**D VALUATION DATA**

1. Actual Cash Consideration	zero	2. Other Consideration	+ zero	3. Total Consideration	= zero
4. County Assessed Value	\$161,500.00	5. Common Level Ratio Factor	x 1.22	6. Fair Market Value	= \$197,030.00

**E EXEMPTION DATA**

1a. Amount of Exemption Claimed	100%	1b. Percentage of Interest Conveyed	zero
---------------------------------	------	-------------------------------------	------

2. Check Appropriate Box Below for Exemption Claimed

- Will or intestate succession \_\_\_\_\_ (Name of Decedent) \_\_\_\_\_ (Estate File Number)
- Transfer to Industrial Development Agency.
- Transfer to a trust. (Attach complete copy of trust agreement identifying all beneficiaries.)
- Transfer between principal and agent. (Attach complete copy of agency/straw party agreement.)
- Transfers to the Commonwealth, the United States and Instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.)
- Transfer from mortgagor to a holder of a mortgage in default. Mortgage Book Number \_\_\_\_\_, Page Number \_\_\_\_\_
- Corrective or confirmatory deed. (Attach complete copy of the prior deed being corrected or confirmed.)
- Statutory corporate consolidation, merger or division. (Attach copy of articles.)
- Other (Please explain exemption claimed, if other than listed above.) This is a Declaration of Covenants and Restrictions for a planned community. It conveys no interest in the property.

Under penalties of law, I declare that I have examined this Statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.

Signature of Correspondent or Responsible Party	Date
<i>Bernadette M. Hohenadel</i>	2/27/2007