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PUBLIC OFFERING STATEMENT

BENNETT RUN, A FLEXIBLE PLANNED COMMUNITY

WITHIN 45 DAYS AFTER RECEIPT OF THIS PUBLIC OFFERING STATEMENT OR AN AMENDMENT TO THIS PUBLIC OFFERING STATEMENT THAT MATERIALLY AND ADVERSELY AFFECTS THE RIGHTS OR OBLIGATIONS OF A PURCHASER, THAT PURCHASER, BEFORE CONVEYANCE, MAY CANCEL ANY CONTRACT FOR PURCHASE OF A UNIT FROM THE DECLARANT, F-T, LLLP.

IF THE DECLARANT FAILS TO PROVIDE A PUBLIC OFFERING STATEMENT AND ANY AMENDMENTS TO A PURCHASER BEFORE CONVEYING A UNIT IN THE PLANNED COMMUNITY, THE PURCHASER MAY RECOVER FROM THE DECLARANT DAMAGES AS PROVIDED IN SECTION 5406(C) OF THE UNIFORM PLANNED COMMUNITY ACT (RELATING TO PURCHASER'S RIGHT TO CANCEL).

SECTION 5406(C) OF THE UNIFORM PLANNED COMMUNITY ACT PROVIDES THAT A PURCHASER HAS THE RIGHT TO CANCEL AN AGREEMENT OF PURCHASE UPON FIFTEEN (15) DAYS WRITTEN NOTICE PRIOR TO CONVEYANCE AND TO RECEIVE A REFUND OF ANY DEPOSITS PREVIOUSLY MADE.

IF A PURCHASER RECEIVES THE PUBLIC OFFERING STATEMENT MORE THAN 15 DAYS BEFORE SIGNING A CONTRACT TO PURCHASE A UNIT IN THE PLANNED COMMUNITY, THE PURCHASER CANNOT CANCEL THE CONTRACT UNLESS THERE IS AN AMENDMENT TO THE PUBLIC OFFERING STATEMENT THAT A MATERIAL AND ADVERSE EFFECT ON THE RIGHTS OR OBLIGATIONS OF THAT PURCHASER.

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The following declarations are hereby made by F-T, LLLP, a Maryland Limited Liability Limited Partnership (herein the Declarant), the owner and developer of BENNETT RUN, A FLEXIBLE PLANNED COMMUNITY:

1. The name and address of the Declarant is F-T, LLLP, a Maryland limited liability limited partnership, with offices at 1235 Abbottstown Pike, P. O. Box 687, Hanover, Pennsylvania 17331. The name and address of the planned community is BENNETT RUN, A PLANNED COMMUNITY (the "Planned Community"), with an initial mailing address c/o Bennett Run Homeowners Association, 1235 Abbottstown Pike, P. O. Box 687, Hanover, Pennsylvania 17331.

2. Phase I of the Planned Community known as BENNETT RUN, of which Section A is a part, will, as presently planned, consist of a family residential community with approximately one hundred twenty-seven (127) Single Family Detached, thirty (30) Single Family Semi-Detached, one hundred sixty-three (163) Single Family Attached, 1 Recreation, Storm Water & Parking Lot (Lot 327), and 1 Residual (Lot 321) (Phase II), which could contain an additional three hundred twenty (320) lots (One hundred twenty-seven (127) Single Family Detached, thirty (30) Single Family Semi-Detached, and one hundred sixty-three (163) Single Family Attached. Section A of Phase I, which is the initial area of the Planned Community will consist of ten (10) Single Family Detached, thirty-two (32) Single Family Attached and ten (10) Single Family Semi-Detached and one (1) Storm Water and Parking Lot (Lot 322).

3. Development of Phase I will begin in late 2000. It is estimated that the development and sale of all of the lots, for all phases, will be completed on or about December 31, 2007

4. The Declarant intends to sell all building lots to selected or approved contractors whose architectural plans shall be approved prior to construction by the Architectural Review Committee.

5. The Oeclarant has reserved no options to withdraw real estate under Section 5206(f) of the Uniform Planned Community Act, nor is there any expectation that there would be a withdrawal of any such units. As such, it is not expected that any units in the Planned Community will be affected by a withdrawal of real estate from the Planned Community. However, the Declarant does reserve the right to add additional real estate to the Planned Community.

6. Copies of the Declaration for the Planned Community and the By-Laws of the Homeowners Association have been included with this Public Offering Statement. The Declaration and By-Laws contain provisions relating to the Common Area of the Planned Community, the operation and voting procedures of the Homeowners Association, and the financial obligations imposed upon owners of units in the Planned Community with respect to the repair and maintenance of the Common Area in the Planned Community.

7. Copies of the projected budget for the Homeowners Association has been included with this Public Offering Statement. In addition, the Declarant states as follows:

a. The estimated annual cost for each unit owner will initially be Fifty (\$50.00) Dollars for the Basic Fee.

b. No present reserve for replacement has presently been established.

c. There is no present provision in the budget for any anticipated future capital expenditures or reserves.

d. No present monthly current expense charge has been established.

8. The Declarant may impose an annual management fee for its services on behalf of the Homeowners Association until the management of the Homeowners Association is under the full control of the individual unit owners.

9. There are no liens, defects or encumbrances on or affecting title to the Planned Community, other than those set forth on the Declarant's Opinion of Title previously issued by Countess Gilbert **Andrews**. A copy of said title insurance policy is available for inspection and copying at the offices of the Association.

10. There is no financing for purchasers offered or arranged by the Declarant.

11. There are no warranties provided by the Declarant

12. The Declarant represents that to its knowledge there are no judgments or pending suits against the Declarant, the Planned Community, or Bennett Run Homeowners Association.

13. Any deposit made by a purchaser in connection with the purchase of any lot within the Planned Community will be held, pending final settlement, in an escrow account in accordance with the provisions of Section 5408 of the Uniform Planned Community Act and will be returned to the purchaser if the purchaser cancels the contract to purchase the unit in accordance with Section 5406 of the Act.

14. There are no restraints on alienation of a unit in the Planned Community, except for the Declaration of Bennett Run, (the "Covenants and Restrictions") which

were recorded in the Office of the Recorder of Deeds for York County, Pennsylvania in Record Book 422 at Page 4684. A copy of the Covenants and Restrictions will be provided, upon request, to any prospective purchaser of a unit in the Planned Community.

15. Mo insurance coverage is provided by the Declarant for the unit owners in the Planned Community, except for liability insurance on the Common Areas.

16. The Declarant is not aware of any current or expected fees or charges to be paid by the unit owners for the use of the Common Areas of the Planned Community.

17. The Declarant will furnish the necessary funds for all original construction that must be built as part of the Common Area of the Planned Community prior to turning over control of the Homeowners Association to the individual unit owners, at which time the Homeowners Association, and the individual unit owners, will be fully responsible for such improvements, and the maintenance thereof. Improvements and maintenance subsequent to original construction (during transition period) shall be shared equally by Declarant and Homeowners Association.

18. There are no unusual or material circumstances, features and characteristics of the Planned Community or the units, which are presently known to the Declarant.

19. The Common Areas, or portions thereof, are to be utilized for open space and parking.

20. All structural components and major utility installations have been or will be built or constructed for Phase I, Section A by the Declarant on or about December 31, 2002, and it is estimated will be completed for all phases on or about December 31,

2007. The expected useful life of such improvements, properly maintained, is not less than ten years.

21. The Declarant states that it is anticipated that the votes will be allocated among all of the lot owners on an equal basis when the total votes outstanding in the Class A membership, as defined in the Declaration and By-Laws, equal the total votes outstanding in the Class B membership, or December 31, 2007, whichever first occurs,

22. The Declarant is not aware of any circumstances under which the Homeowners Association is to become a master association or part of a master association, The Homeowners Association shall, however, reserve this right should additional land be acquired.

23. Declarant states it will obtain all required municipal approvals for the development of the Planned Community and all other governmental approvals required for the Planned Community.

24. Declarant knows of no outstanding or uncured notices of violations of any governmental regulation or requirements with respect to the Planned Community.

25. The Declarant has no present knowledge of any hazardous conditions including contamination affecting the planned community site

26. There are no presently planned facilities or amenities in the Planned Community which the Declarant shall be obliged to construct or complete except for streets and curbs, water, sewer, gas, phone, cable TV. storm sewer and any common area improvements required by the municipality.

a. Each of the foregoing improvements will be completed in phases as the development of the Planned Community progresses and individual units are sold.

b. The Declarant has the necessary funding committed to complete the facilities and amenities from either working capital or from existing banking sources.

c. The Homeowners Association will own the amenities, if any, in the Common Area of the Planned Community.

d. When development of the Planned Community has been completed, the owners of residential units in the Planned Community, through the Homeowners Association, will have responsibility for the maintenance, repair, improvement, administration and regulation of the Common Area facilities and amenities.

27. The Declarant reserves the right to amend this and any other public offering statement if required by law or by changed circumstances.

RECEIPT OF THE FOREGOING PUBLIC OFFERING STATEMENT IS HEREBY
ACKNOWLEDGED.

PURCHASER

DATE: _____

WITNESS: _____

- I - - - - - _____

EXHIBIT "A"

**BENNETT RUN
HOMEOWNERS ASSOCIATION
INITIAL BUDGET**

The Basic Fee is for mowing and maintenance of the Common Area, liability insurance, development and improvement of the Common Area and administrative expenses.

The Basic Fee is \$50/yr. with 5% discount if paid by January 10

EXHIBIT "B"

LIST OF RECORDED EASEMENTS AND LICENSES FOR LANDS CONTAINED
WITHIN BENNETT RUN, A PLANNED COMMUNITY

1. 175 foot right of way as referred to in Record Book 1325, Page 5670.
2. Maintenance Agreement as set forth in Record Book 1409, Page 1242.
3. Reservation as set forth in Record Book 1352, Page 6456.
4. The legal operation and effect of the plan notes, easements, conditions and encumbrances as shown on Plan Book NN-935, Y-558, H-414, FF-543, DD-519, QQ-62
5. Rights of others in and to stream crossing premises.
6. Restrictions, covenants and conditions as set forth in Record Book 60-U, Page 261, 84-K, 127, 67-C, 258, 103-Y, 207, 103-R, 28.
7. Rights granted to General Telephone Company of Pennsylvania as set forth in Record Book 68-C, Page 1067.
8. Rights granted to Metropolitan Edison Company as set forth in Record Books 36-1, Page 238, 40-G, Page 318, 41-J, page 402, 40-G, page 324, 52-O, Page 80, 44-R, Page 377, 44-B, Page 146, 63-N Page 614, 107-A, Page 479, 53-Q, Page 545.
9. Rights granted to York Telephone and Telegraph Company as set forth in Record Books 37-E, page 342, 46-V, Page 202, 64-K, Page 988.
10. Rights granted to Edison Light and Power Company as set forth in Record Books 26-U, Page 658 and 26-X, Page 10.
11. Private road referred to in Tract 3 of Record Books 645 Page 48 and 1366, page 3199.
12. Right-of-Ways as set forth in Record Books 1398-3768, 1400-4735, 1400-4741, 1402-6764, 1409-1246, 1409, 1253, as amended in 1419-3918 These Right-of-Ways were assigned to Conewago Township Sewer Authority by Assignment dated November 28, 2000, and about to be recorded in the Office of the Recorder of Deeds in and for York County, Pennsylvania.
13. Reservation as set forth in Record Book 27-E, Page 87
14. Right-of-Way to be granted for access to adjoining property owner through **extension of Test Road** in westwardly direction to property line

DECLARATION OF BENNETT RUN, A FLEXIBLE PLANNED COMMUNITY

THIS DECLARATION is made on the date hereinafter set forth by F-T, LLLP, a Maryland Limited Partnership, hereinafter referred to as "the Declarant".

WITNESSETH:

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

WHEREAS, a portion of the aforesaid property contains an open area that is intended to be used in common by all members of the Planned Community; and

WHEREAS, the Uniform Planned Community Act, 68 Pa. C.S.A. §5205, requires that all planned communities set forth certain items pertaining to the Planned Community in a Declaration placed of record;

NOW, THEREFORE, the Declarant hereby declares that all of the property more particularly described in Exhibit "A", and all of the individual lots thereon shall be held, governed, sold and conveyed subject to the provisions set forth in this Declaration, which shall run with, and be binding upon, the real property and all parties having any right, title or interest in any part of the real property, along with their heirs, successors and assigns.

ARTICLE I DEFINITIONS

1.01 "Additional Real Estate" shall mean real estate that may be added to the Planned Community.

1.02. "Association" shall mean and refer to Bennett Run Homeowners Association, its successors and assigns.

1.03. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described in Exhibit "B", which is attached hereto and made a part hereof.

1.04. "Declarant" shall mean and refer to F-T, LLLP, its successors and assigns if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development

1.05. "Lot" shall mean and refer to any plot of land or parcel shown on any recorded subdivision map of the properties with the exception of the Common Area. The delineation of the boundaries of each lot in Phase I, Section A, are as set forth on the final subdivision plan for Bennett Run dated October 14, 1999, as revised, as prepared by Gordon L. Brown & Associates, Inc. and approved by the Board of Supervisors of Conewago Township and recorded in the Office of the Recorder of Deeds for York County, Pennsylvania at Plan Book RR, Page 91, Sheets I, 2, and 3.

1.06. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

1.07. "Planned Community" shall mean and refer to Bennett Run, a Planned Community, its successors and assigns.

1.08. "Properties" shall mean and refer to that certain real property described more fully in Exhibit "A", attached hereto and made a part hereof, along with such additions thereto as may hereafter be brought within the confines of the Planned Community.

ARTICLE II PROPERTY RIGHTS

Owners' Easements of Enjoyment

2.01. Every Owner shall have a right and easement in and to the Common Area which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

3.01. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership will be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

3.02. The Association shall have two (2) classes of voting membership:

Class A

(1) All Lot owners other than Developer shall be Class A Members and shall be entitled to one vote (per Lot owned) on each matter submitted to a vote at a meeting of the Members, subject to the following exceptions and conditions:

- A. When any such Lot is owned or held by more than one Member as tenants by the entireties, or in joint tenancy in common or any other manner of joint or common ownership or interest, such Members shall collectively be entitled to only one (1) vote relative to such Lot, and if such Members cannot jointly agree as to how that vote should be cast, no vote shall be allowed with respect to such Lot. But if a vote is cast, that vote will be final and binding with respect to such Lot regardless of the disagreement between Common Owners, and counted by the Association, the Association has no liability for counting such a vote.
- B. Any member who has violated the Common Area Use Rules may have their voting rights suspended in accordance with Section 2.6 of the By-laws that have been adopted by the Declarant contemporaneously with this Declaration.
- C. Any member who has been notified by the Architectural Committee of a violation of the Protective Covenants that have been adopted by the Declarant contemporaneously with this Declaration, or the Architectural Committee Rules, shall not be entitled to vote during any period in which such violation continues.
- D. Any member who fails to pay any special assessment levied by the Association shall not be entitled to vote during any period in which any such assessment is delinquent and unpaid.
- E. The Board may make such regulations, consistent with the terms of the Covenants and Articles of Incorporation and By-Laws of the Association, as it deems advisable for any meeting of members, in regard to proof of Membership in the Association, evidence of right to vote, the appointment and duties of inspectors of votes, registration of members for voting purposes, and such other matters concerning the conduct of meetings and voting as it shall deem fit.

Class 5

(2) The Class B Member shall be Developer. The Class B Member shall be entitled to three (3) votes for each Lot owned. The Class 5 membership shall cease and be converted to Class A membership on the happening of the first to occur of the following events:

- A. When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

B. December 31, 2007.

ARTICLE IV
COVENANT **FOR MAINTENANCE ASSESSMENTS**

Creation of the Lien and Personal Obligation of Assessments

4.01. The **Declarant**, for each Lot owned within the Properties, 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: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special 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 the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Purpose of Assessments

4.02. ~~The~~ assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of the residents in the Properties and for the maintenance, improvement, repair, replacement, regulation, management, real estate taxes, insurance and control of the Common Area.

Maximum Annual Assessment

4.03. Until January 4 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment shall be \$50.00 per Lot, The Declarant will be responsible for the maximum annual assessment for each lot owned by the Declarant.

- (1) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than five percent (5%) above the maximum assessment for the previous year without a vote of the membership.
- (2) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above five percent (5%) by the vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

Special Assessments for Capital Improvements

4.04. 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 Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Notice and Quorum for Any Action Authorized Under Paragraphs 4.03, 4.04

4.05. Any action authorized under Paragraph 4.03 or 4.04 shall be taken at a meeting called for that purpose, written notice of which shall be sent to all members not less than thirty (30) 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 percent (60%) of all the votes of each class membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Uniform Rate of Assessment

4.06. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a quarterly basis.

Date of Commencement of Annual Assessments: Due Dates

4.07. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar 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 to every Owner subject thereto. The due dates 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.

Effect of Nonpayment of Assessments: Remedies of the Association

4.08. Any assessments not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of six percent (6%) 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 property. No Owner may waive or otherwise

escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

Subordination of the Lien to Mortgage

4.09. The lien of the assessments 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 proceeding in lieu thereof, shall extinguish the lien of such assessment as to payments which became due prior to such sale or liability for any assessments thereafter becoming due or from the lien thereof. The Association shall have a six (6) month super priority lien for assessments prior to foreclosure which shall be excepted from the provisions of this section.

ARTICLE V OTHER PROVISIONS

Maximum Number of Lots

5.01. Phase I of the Planned Community known as BENNETT RUN, of which Section A is a part, will, as presently planned, consist of a family residential community with approximately one hundred twenty-seven (127) Single Family Detached, thirty (30) Single Family Semi-Detached, one hundred sixty-three (163) Single Family Attached, 4 Recreation, Storm Water & Parking Lot (Lot 327), and 1 Residual (Lot 321) (Phase II), which could contain an additional three hundred twenty (320) lots (One hundred twenty-seven (127) Single Family Detached, thirty (30) Single Family Semi-Detached, and one hundred sixty-three (163) Single Family Attached. Section A of Phase I, which is the initial area of the Planned Community will consist of ten (10) Single Family Detached, thirty-two (32) Single Family Attached and ten (10) Single Family Semi-Detached and one (1) Storm Water and Parking Lot (Lot 322).

Recorded Easements and Licenses

5.02. The Planned Community, and the Properties therein, are subject to certain recorded easements and licenses, as more fully set forth in Exhibit "C", attached hereto and made a part hereof.

Master Association

5.03. The Declarant reserves the right to create a master association, if desired, as provided in Section 5308 of the UPCA.

Conveyance of Common Area to Association

5.04. The Common Area described in Exhibit "B" shall be conveyed to the Homeowners Association upon the conveyance of the first lot to a homeowner.

Other Covenants and Restrictions for the Planned Community

5.05. Declarant has no knowledge of any hazardous conditions or investigations affecting the Planned Community site, including contamination by hazardous substances, hazardous wastes or the like or the existence of underground storage tanks for petroleum products or other hazardous substances.

ARTICLE VI GENERAL PROVISIONS

Enforcement

6.01 .The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to so thereafter.

Severability

6.02. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provision which shall remain in full force and effect.

Amendment

6.03. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first thirty (30) year period by an instrument signed by not less than sixty-seven percent (67%) of the Association, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Association. Any amendment must be recorded.

Annexation

6.04. **Additional** residential property and Common Area may be annexed to the Properties at the sole discretion of the Declarant.

Insurance

6.05 The Association shall acquire and maintain adequate insurance for liability and other coverages as may be appropriate.

Pledge of Collateral

6.06 The Association shall have the right to pledge the Common Area as collateral to a lending institution should it be necessary for capital improvements.

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

Witness:

FT-LLLP, a Limited Partnership

By its General Partner

Hickory Hills Partnership, LLP

Anda K. T. M. J. W.

George Thomas

George Thomas

Bernard L. Taylor

Bernard L. Taylor

Charles W. Test

Charles W. Test

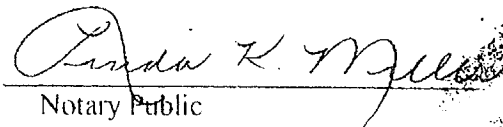
Please hold for:

Peter R. Andrews, Esquire
Countess Gilbert Andrews
29 North Duke Street
York, PA 17401

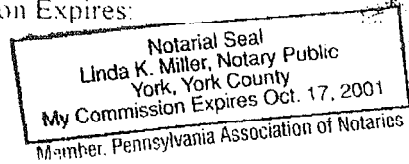
COMMONWEALTH OF PENNSYLVANIA :
: SS:
COUNTY OF YORK :

On this, the 11th day of January, 2001 before me, a Notary Public, the undersigned officer, personally appeared **George Thomas and Bernard L. Taylor**, who acknowledged themselves to be partners in the general partnership of **Hickory Hills Partnership, LLP**, the General Partner of FT-LLLP, a limited partnership, and that they as such partners, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the general partner by themselves as general partners.

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


Notary Public

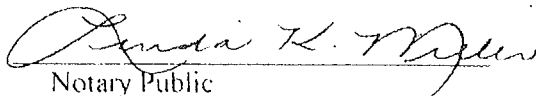
My Commission Expires:



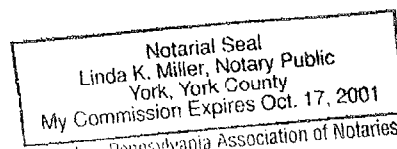
COMMONWEALTH OF PENNSYLVANIA :
: SS:
COUNTY OF YORK

On this, the 12th day of January, 2001, before me, a Notary Public, the undersigned officer, personally appeared **Charles W. Test**, who acknowledged himself to be a partner in the general partnership of **Hickory Hills Partnership, LLP**, the General Partner of **FT-LLLP**, a limited partnership, and that he as such partner, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the general partner by himself as a general partner

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


Notary Public

My Commission Expires:



BENNETT RUN - PHASE I - SECTION A FINAL SUBDIVISION PLAN LOCATED IN CONEWAGO TOWNSHIP - YORK COUNTY, PA

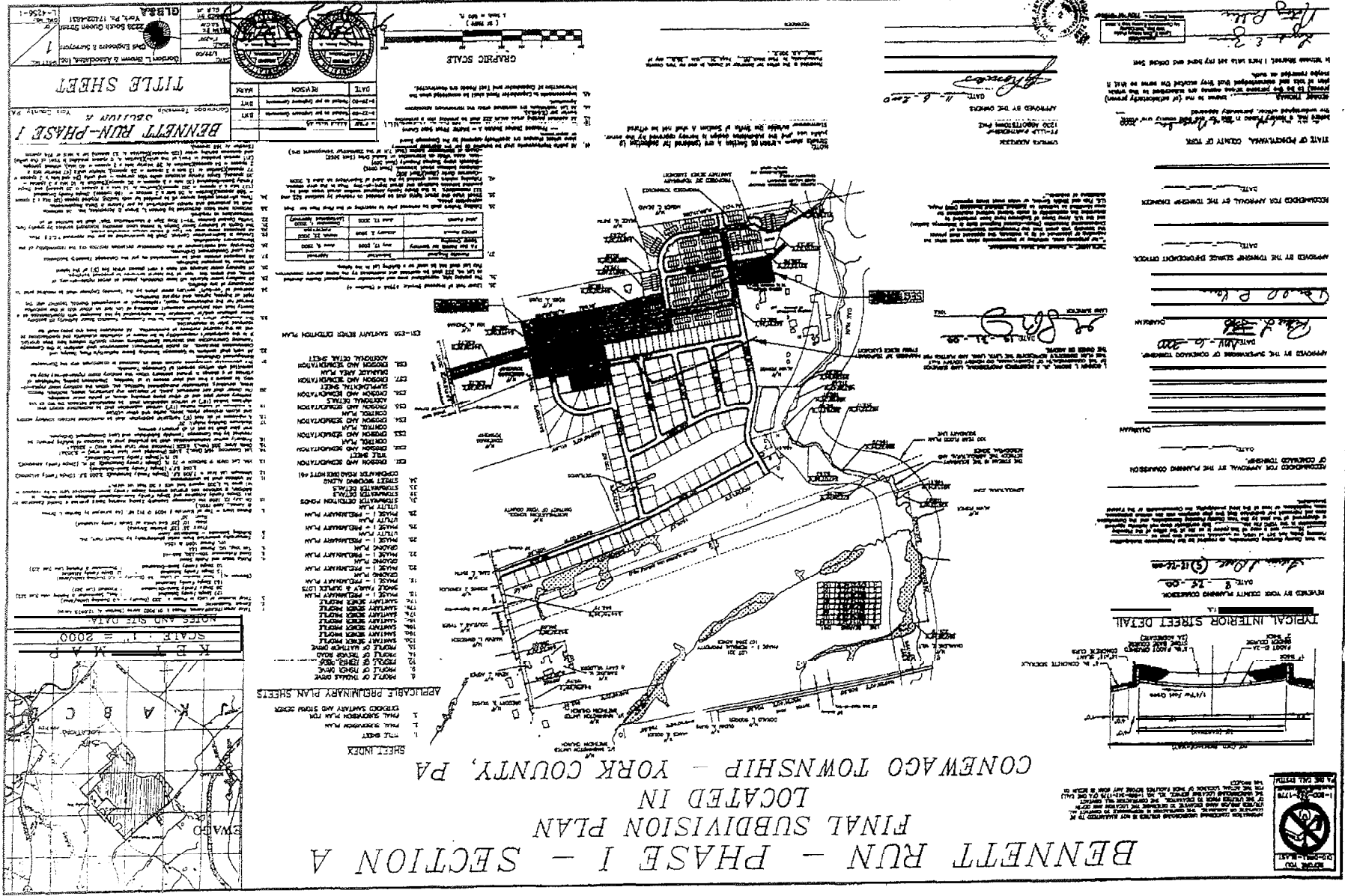
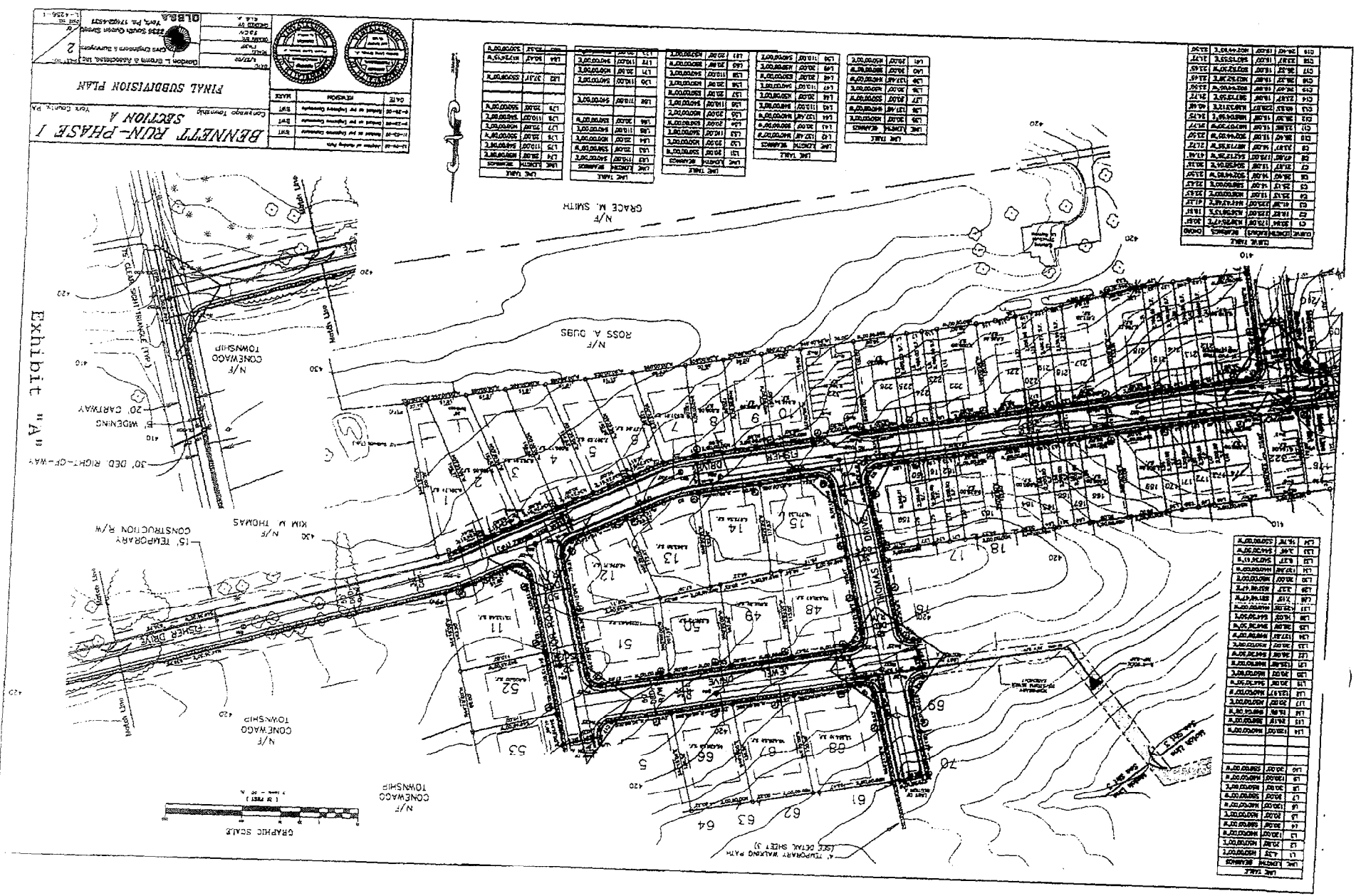


Exhibit "A"



January 12, 2001

DESCRIPTION OF BENNETT RUN -- PHASE I, SECTION A
LOCATED IN CONEWAGO TOWNSHIP

BEGINNING at a point in the centerline of **Copenhafer** Road, said point **being** the southeast corner of property, **now** or formerly, belonging to **Conewago Township**; thence along the centerline of said Conewago Road, South forty-four (44) degrees, **fifteen** (15) minutes, zero (00) seconds East, **fifty** and one one-hundredths (50.01) feet to a point; thence along property, now or formerly, belonging to Kim M. Thomas, South forty-four (44) degrees, thirty-six (36) minutes, thirty (30) seconds West, six hundred thirty-six and seventy-two one-hundredths (636.72) feet to a point; thence by the same **South** forty-four (44) degrees, fifteen (15) minutes, zero (00) seconds East, two hundred five and thirty-nine one-hundredths (205.39) feet to a point; thence along property, now or formerly, belonging to Ross A. Dubs, the following seven (7) courses and distances: (1) South fifty (50) degrees, zero (00) minutes, zero (00) seconds West, four hundred sixty-four and forty-one one-hundredths (464.41) feet to a point; (2) South fifty (SO} degrees, twenty-seven (27) minutes, seven (07) seconds West, fifty and fifty one-hundredths (50.50) feet to a point; (3) South forty-nine (49) degrees, forty (40) minutes, twenty-six (26) seconds West, seventy and zero one-hundredths (70.00) feet to a point; (4) South fifty (50) degrees, zero (00) minutes, zero (00) seconds West, one hundred eighty-four and nineteen one-hundredths (184.19) feet to a point; (5) South forty-six (46) degrees, four (04) minutes, nine (09) seconds West, fifteen and eighty-five one-hundredths (15.85) feet to a point; (6) South forty-four (44) degrees, thirty (30) minutes, fifty (50) seconds West, one hundred sixty-four and twenty one-hundredths (164.20) feet to a point; (7) South forty (40) degrees, thirty-four (34) minutes, forty-one (41) seconds West, six and twenty-seven one-hundredths (6.27) feet to a point; thence along other property of Bennett Run -- **Phase I**, South fifty-one (5 1) degrees, forty-nine (49) minutes, forty-seven (47) seconds West, **ten** and thirty-eight one-hundredths (10.38) feet to a point; thence by the same **South** fifty (50) degrees, zero (00) minutes, zero (00) seconds West, one hundred twenty-six and seventy-eight one-hundredths (126.78) feet to a point; thence along the cast side

Exhibit "A"

of a **fifty (50)** foot wide street **known** as Matthew Drive, North forty **(40) degrees, zero (00) minutes, zero (00) seconds West**, one hundred twenty-one and **forty-eight one-hundredths (121.48)** feet to a point; thence crossing said **Matthew Drive, South fifty (50) degrees, zero (00) minutes, zero (00) seconds West**, fifty and zero one-hundredths (50.00) feet to a point; thence along the arc of a curve **to the left** having a radius of **sixteen and zero one-hundredths (16.00)** feet, a distance of twenty-five and thirteen one-hundredths (25.13) feet, the chord of which is North eighty-five (85) degrees, zero (00) minutes, zero (00) seconds West, twenty-two and sixty-three one-hundredths **(22.63) feet to a point**; thence along other property of Bennett Run – Phase I, and along the south side of a **fifty (50)** foot wide street **known** as Fisher Drive, South **fifty (50) degrees, zero (00) minutes, zero (00) seconds West**, four hundred forty and thirty one-hundredths (440.30) feet to a point; thence along the arc of a curve to the left having a radius of sixteen and zero one-hundredths (16.00) feet, a distance of twenty-five and sixty-nine one-hundredths **(25.69)** feet (erroneously labeled as twenty-three and eighty-seven one-hundredths (23.87) feet on the recorded plan), the chord of which is South three (3) degrees, fifty-nine (59) minutes, thirteen (13) seconds West, twenty-three and two one-hundredths (23.02) feet (erroneously labeled as South eighty-seven (87) degrees, fifteen (15) minutes, fifty-five (55) seconds East, twenty-one and seventy-two one-hundredths (21.72) feet on the recorded plan) to a point; thence along other property of Bennett Run – Phase I, and along the east side of a fifty (50) foot wide street known as Taylor Drive, South forty-two **(42) degrees, one (01) minute, thirty-four (34) seconds East**, two hundred ninety-five and twenty-eight one-hundredths (295.28) feet to a point; thence crossing said Taylor Drive, South forty-seven (47) degrees, fifty-eight (58) minutes, twenty-six (26) seconds West, fifty and zero one-hundredths (50.00) feet to a point; thence along other property of **Bennett Run – Phase I**, and along the west side of said Taylor Drive, North forty-two **(42) degrees, one (01) minute, thirty-four (34) seconds West**, three hundred eighty-four and thirty one-hundredths (384.30) feet to a point; thence crossing said Taylor Drive, North forty-seven **(47) degrees, fifty-eight (58) minutes, twenty-six (26) seconds East**, fifty and zero one-hundredths (50.00) feet to a point; thence along other property of **Bennett Run – Phase I**, and along the west side of said Taylor Drive, South forty-two **(42) degrees, one (01) minute, thirty-four (34) seconds East**, six and ninety-seven one-hundredths (6.97)

feet to a point; thence along the arc of a curve to the left having a radius of sixteen and zero one-hundredths (16.00) feet, a distance of twenty-four and fifty-seven ~~one-~~ hundredths (24.57) feet (erroneously labeled as twenty-six and thirty-two one-hundredths (26.32) feet on the recorded plan), the chord of which is South eighty-six (86) **degrees**, zero **(00)** minutes, forty-seven (47) seconds East, twenty-two and twenty **one-hundredths** (22.20) feet (erroneously labeled as South two (2) degrees, fifty-two (52) **minutes**, thirty (30) **seconds** West, twenty-three and forty-five one-hundredths (23.45) feet on the recorded plan) to a point; thence along other property of Bennett Run -- Phase I and **along** the north side of the above mentioned **fifty** (50) foot wide street known as Fisher Drive, North fifty (SO) degrees, zero (00) minutes, zero (00) seconds East, four hundred sixty-eight and seventy-two one-hundredths (468.72) feet to a point; thence along Lot No. 176, North **forty** (40) degrees, zero (00) minutes, zero (00) seconds West, one hundred ten and zero one-hundredths (110.00) feet to a point; thence along other property of Bennett Run -- Phase I, North fifty (50) degrees, zero (00) minutes, zero (00) seconds East, five hundred forty-three and ten one-hundredths (543.10) feet to a point; thence by the same and along the west side of a **fifty** (50) foot wide street known as Thomas Drive, North forty-four (44) degrees, thirty-one (3 1) minutes, fifty (50) seconds West, one hundred five and fifty-nine one-hundredths (105.59) feet to a point; thence along the arc of a curve to the **left** having a radius of sixteen and zero one-hundredths (16.00) feet, a distance of twenty-three and eighty-seven one-hundredths (23 .87) feet, the chord of which is North eighty-seven (87) degrees, fifty-five (55) minutes, fifteen (15) seconds West, twenty-one and seventy-two one-hundredths (21.72) feet to a point; thence crossing a fifty (50) foot wide street known as Jewel Drive, North forty-seven (47) degrees, twenty-four (24) minutes, fifteen (15) seconds West, (erroneously labeled as North seventeen (17) degrees, twenty-four (24) minutes, **fifteen** (15) seconds West, on the recorded plan), **fifty** and **forty-two** one-hundredths (50.42) feet to a point; thence along the arc of a curve to the **left** having a radius of sixteen and zero one-hundredths (16.00) feet, a distance of **twenty-six** and forty one-hundredths (26.40) feet, the chord of which is North two (2) degrees, **forty-four** (44) minutes, five (05) seconds East, twenty-three and fifty one-hundredths (23.50) feet to a point; thence along other property of Bennett Run -- Phase I, and along the west side of the above mentioned Thomas Drive, North forty-four (44) degrees,

thirty-one (3 1) minutes, fifty (**50**) seconds West, (erroneously labeled as **South seventy-five (75)** degrees, twenty-eight (28) minutes, ten (10) seconds West, one the recorded plan), one hundred nine and **thirteen** one-hundredths (109.13) feet to a point; thence crossing said Thomas Drive , **North** forty-five (45) degrees, **twenty-eight (28)** minutes, ten (10) seconds **East**, (erroneously labeled as South seventy-five (75) **degrees, twenty-eight (28)** minutes, ten (10) seconds West, one the recorded plan), **fifty** and zero **one-** hundredths (50.00) feet to a point; thence along other property of Bennett Run – Phase I, the following two (2) courses and distances: (1) North **fifty (50)** degrees, zero (00) minutes, zero (00) seconds East, two hundred sixty-three and ninety-one one-hundredths (263.91) feet to a point; (2) South forty-four (44) degrees, **fifteen** (15) minutes, zero (00) seconds East, one hundred thirty and thirty-six one-hundredths (**130.36**) feet to a point; thence by the same and along the north side of a fifty (50) foot wide street known as Jewel Drive, North **fifty (50)** degrees, zero (00) minutes, zero (00) seconds East, seventy-eight and three one-hundredths (78.03) feet to a point; thence along the arc of a curve to the **left** having a radius of sixteen and zero one-hundredths (16.00) feet, a distance of twenty-six and thirty-two one-hundredths (26.32) feet, the chord of which is North two (2) degrees, fifty-two (52) minutes, **thirty (30)** seconds East, twenty-three and forty-five one-hundredths (23.45) feet to a point; thence crossing a **fifty (50)** foot wide street known as Trevor Road, North forty-five (45) degrees, forty-five (45) minutes, zero (00) seconds East, (erroneously labeled as South forty-four (44) degrees, fifteen (15) minutes, zero (00) seconds East on the recorded plan), **fifty** and zero one-hundredths (50.00) feet to a point; thence along other property of Bennett Run – Phase I, and along the east side of said Trevor Road, South forty-four (44) degrees, fifteen (15) minutes, zero (00) seconds East, forty-one and forty-six one-hundredths (41.46) feet to a point; thence along Lot No. 53, **North** forty-five (45) degrees, forty-five (45) minutes, zero (00) seconds East, one hundred ten and zero one-hundredths (110.00) feet to a point; thence along property, now or formerly, belonging to Conewago Township, South forty-four (44) degrees, fifteen (15) minutes, zero (00) seconds East, one hundred eighty-three and fifty one-hundredths (**183.50**) feet to a point; thence by the same and along the north side of the above mentioned **fifty (50)** foot wide street known as Fisher Drive, North forty-four (44)

degrees, thirty-six (36) minutes, thirty (30) seconds East, six hundred thirty-six and seventy-two one-hundredths (636.72) feet to a point the place of Beginning.

Containing 12.0973 acres.

Lee Faircloth
Chief-Of-Surveys

January 12, 2001

DESCRIPTION OF LOT NO. 322 IN
BENNETT RUN -PHASE I, SECTION A
LOCATED IN CONEWAGO TOWNSHIP

BEGINNING at a point on the south side of a **fifty (50)** foot wide street known as Fisher Drive, said point being the northwest corner of Lot No. 10; thence **along** said Lot No. 10, South forty (40) degrees, zero (00) minutes, zero (00) seconds East, one hundred nineteen and sixty one-hundredths (119.60) feet to a point; thence along property, now or formerly, belonging to Ross A. Dubs, South forty-nine (49) degrees, forty **(40)** minutes, twenty-six (26) seconds West, seventy and zero one-hundredths (70.00) feet to a point; thence along Lot No. 226, North forty (40) degrees, zero (00) minutes, zero (00) seconds West, one hundred twenty and zero one-hundredths (120.00) feet to a point; thence along the south side of the above mentioned fifty (50) foot wide street known as Fisher Drive, **North** fifty (50) degrees, zero (00) minutes, zero (00) seconds East, seventy and zero **one-** hundredths (70.00) feet to a point the place of Beginning.

Containing 8,385.81 sq. ft.

Lee Faircloth
Chief-Of-Surveys

Exhibit "B"

January 12, 2001

DESCRIPTION OF LOT NO. 322 IN
BENNETT RUN -PHASE I, SECTION A
LOCATED IN CONEWAGO TOWNSHIP

BEGINNING at a point on the north side of a fifty (50) foot wide street known as Fisher Drive, said point being the southeast corner of Lot No. 176; thence along said Lot No. 176, North forty (40) degrees, zero (00) minutes, zero (00) seconds West, one hundred ten and zero one-hundredths (110.00) feet to a point; thence along other **property** of Bennett Run - Phase I, North fifty (50) degrees, zero (00) minutes, zero (00) seconds **East**, forty-six and seventy-six one-hundredths (46.76) feet to a point; thence along **Lot** No. 174, South forty (40) degrees, zero (00) minutes, zero (00) seconds East, one hundred ten and zero one-hundredths (110.00) feet to a point; thence along the north side of the above mentioned **fifty** (50) foot wide street known Fisher Drive, South fifty (50) degrees, zero (00) minutes, zero (00) seconds West, forty-six and seventy-six one-hundredths (46.76) feet to a point the place of Beginning.
Containing 5,144.00 sq. ft.

Lee Faircloth
Chief-Of-Surveys

Exhibit "B"

EXHIBIT "C"

LIST OF RECORDED EASEMENTS AND LICENSES FOR LANDS CONTAINED
WITHIN BENNETT RUN. A PLANNED COMMUNITY

1. 175 foot right of way as referred to in Record Book 1325, Page 5670.
2. Maintenance Agreement as set forth in Record Book 1409, Page 1242.
3. Reservation as set forth in Record Book 1352, Page 6456.
4. The legal operation and effect of the plan notes, easements, conditions and encumbrances as shown on Plan Book NN-935, Y-558, II-41 4, W-543, DD-519, QQ-62
5. Rights of others in and to stream crossing premises.
6. Restrictions, covenants and conditions as set forth in Record Book 60-U, Page 261, 84-K, 127, 67-C, 258, 103-Y, 207. 103-R, 28.
7. Rights granted to General Telephone Company of Pennsylvania as set forth in Record Book 68-C) Page 1067.
8. Rights granted to Metropolitan Edison Company as set forth in Record Books 36-I, Page 238, 40-G, Page 318, 41-J, page 402, 40-G, page 324, 52-O, Page 80, 44-R, Page 377, 44-B, Page 146, 63-N Page 614. 107-A, Page 479, 53-Q, Page 545.
9. Rights granted to York Telephone and Telegraph Company as set forth in Record Books 37-E, page 342, 46-V, Page 202, 64-K, Page 988.
10. Rights granted to Edison Light and Power Company as set forth in Record Books 26-U, Page 658 and 26-X, Page 10.
11. Private road referred to in Tract 3 of Record Books 845 Page 48 and 1366, page 3199.
12. Right-of-Ways as set forth in Record Books 1398-3768, 1400-4735, 1400-4741, 1402-6764, 1409-2246, 1409, 1253, as amended in 1419-3918. These Right-of-Ways were assigned to Conewago Township Sewer Authority by Assignment dated November 28, 2000, and about to be recorded in the Office of the Recorder of Deeds in and for York County, Pennsylvania
13. Reservation as set forth in Record Book 27-E, Page 87
14. Right-of-Way to be granted for access to adjoining property owner through extension of Test Road in westwardly direction to property line.

RULES AND **REGULATIONS**
OF
BENNETT RUN HOMEOWNERS' ASSOCIATION

A. INTRODUCTION

1. Bennett Run Homeowners' Association ("Association"), acting through its Executive Board, has adopted the following Rules and Regulations ("**Regulations**")for the **development** known as Bennett Run ("Development"), which is a Planned Community including condominiums. These Regulations may be amended from time to time by resolution of the Executive Board.

2. Wherever in these Regulations reference is made to "Unit Owners," such term shall apply to the owner of any Condominium Unit and any lot owner, to his family, tenants whether or not in residence, servants, employees, contractors. agents, visitors and to any guests, **invitees** or licensees of such Unit Owner, his family or tenant of such Unit Owner, Wherever in these Regulations reference is made to the Association, such reference shall include the Association and the Managing Agent, if any, when the Managing Agent, if any, is acting on behalf of the Association.

3. The Unit Owners shall comply with ail the Regulations hereinafter set forth governing the individual **residence**, balconies, terraces, grounds, parking areas and any other appurtenances.

4. The Association reserves the right to alter, amend, modify. repeal or revoke these Regulations and any consent or approval given hereunder at any time by resolution of the Association or the Executive Board.

5. Some Regulations are taken in whole or in part from applicable provisions in the Declaration or the Act (Uniform Planned Community Act 68 Pa.C.S.A. § 5 105 et *seq.*, as amended, and the Pennsylvania Uniform Condominium Act, 68 Pa.C.S.A. § 3 101 *et seq.*, as amended, as applicable. In the event of any conflict or atnbiguity. the applicable provisions of the Declaration or the Act shall govern.

6. It is imperative that each member of this community be aware and **respectful** of the rights of his/her neighbors and his/her own obligations. These Regulations are not **designed** to constrict lifestyles in any unreasonable manner, but rather are designed to ensure a clean, quiet, safe, and valuable environment for all.

7. The Executive Board is empowered by the Act, the Declaration, the Bylaws, and these Regulations to take such legal and/or administrative action as may be necessary to ensure that all those subject to the Regulations adhere to the provisions of these Regulations. Because violations either may be unintentional, the result of a misunderstanding, or easily remedied by in-

formal means, an internal administrative enforcement mechanism has been established in Section H of these Regulations. The Regulations will be enforced, without discrimination, for the benefit of all members of our community.

B. RESTRICTIONS ON USE

1. No part of the Development shall be used for any purpose except housing and the related common purposes for which the Development was designed. Each Unit shall be used as a residence for a single family or housekeeping unit, its servants and guests. There shall be no above ground swimming pools. Home occupations may be permitted as long as in compliance with Conewago Township Ordinances.

2. There shall be no obstruction of the Common Elements. Common Elements means any real estate within a planned community which is owned by the Association, or in the case of a condominium, any real estate jointly owned by all Unit Owners. Nothing shall be stored on the Common Elements without the prior written consent of the Executive Board except as herein or in the Bylaws expressly provided.

3. Nothing shall be done or kept in any of the Common Elements which will increase the rate of insurance for the Association. No Unit Owner shall permit anything to be done or kept in his Unit or on the Common Elements which will result in the cancellation of insurance of the Association. No gasoline or other explosive or inflammable material may be kept in any Unit. No waste shall be committed on the Common Elements

4. All garbage and trash must be placed in the areas as designated by the Executive Board and no garbage or trash shall be placed elsewhere on any Common Element, No garbage cans, containers or bags of any kind shall be placed anywhere other than designated trash areas for collection. There shall be no burning of trash, leaves, etcetera.

5. No baby carriages, velocipedes, bicycles, playpens, wagons, toys, benches, chairs or other articles of personal property be **left** unattended on the Common Elements.

6. Each Unit Owner shall keep his Unit in a good state of preservation, repair and cleanliness and shall not sweep or throw or permit to be swept or thrown therefrom, or **from** the doors, windows or balconies thereof, any dirt or other substance.

7. Nothing shall be done in any Unit or on the Common Elements which may impair the structural integrity of any Building or which may structurally change the Building nor shall anything be altered or constructed on or removed from the Common Elements, except upon the prior written consent of the Executive Board.

8. No noxious or offensive activity shall be carried on in any Unit or on the Common Elements, nor shall anything be done therein which may be or become an annoyance or nuisance to the other Unit Owners or occupants. No Unit Owner shall make or permit any disturbing noises in the Unit or do or permit anything which will interfere with the rights, comforts or convenience of other Unit Owners. All Units Owners shall keep the volume of any

radio, television or musical instrument in their Units sufficiently reduced at all times so as not to disturb other Unit Owners.

9. No industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, designed for profit, altruism, exploitation or otherwise, shall be conducted, maintained or permitted on any part of the Development, nor shall any "For Sale," "For Rent" or "For Lease" signs or other window displays or advertising be maintained or permitted on any part of the Development or in any Unit, nor shall any Unit be used or rented for transient, hotel or motel purposes. The right is reserved by the Declarant and the Board of Directors or the Managing Agent, if any, to place "For Sale," "For Rent" or "For Lease" signs on any unsold or unoccupied Units, and the right is hereby given to any Posted Mortgagee who may become the owner of any Unit to place such signs on any Unit owned by such Mortgagee, but in no event will any sign be larger than two feet by three feet.

10. No blinds, covers, shades or screens shall be attached to, hung in, or used in connection with any balcony or terrace, unless approved in writing by the Association prior to installation.

11. No Unit Owner shall cause or permit anything to be hung, displayed or exposed on the exterior of a Unit or Common Elements appurtenant thereto, whether through or upon windows, doors or masonry of such Unit. The prohibition herein includes without limitation laundry, clothing, rugs, signs, awnings, canopies, shutters, radio or television antennas, satellite dishes, or any other items. Under no circumstances shall any air conditioning apparatus, television or radio antennas, satellite dishes, or other items be installed by the Unit Owner beyond the boundaries of his Unit. A Unit Owner may, however, use a central radio or television antenna or cable facilities provided as a part of his Unit. No clothes line, clothes rack or any other device may be used to hang any items on any balcony, terrace, patio or window nor may such devices be used anywhere on the Common Elements. Balconies, terraces and patios shall not be used as storage areas. No balcony, terrace or patio shall be enclosed or covered by a Unit Owner after settlement without the prior consent in writing of the Executive Board.

12. No Unit shall be used for any unlawful purpose and no Unit Owner shall do or permit any unlawful act in or upon his Unit.

13. No alterations externally visible from outside the Unit shall be made to the balconies, terraces or patios without specific prior written approval by the Executive Board which may be given subject to reasonable conditions.

14. No noise, vibration or odor shall be made or created, nor shall any work or other thing be done which shall unreasonably disturb, annoy or interfere with the rights, comfort or convenience of other occupants of the Unit. All equipment shall be used in such a way to prevent noxious odors from permeating the area or from causing any damage to the exterior of the Unit.

15. The use and placement of outdoor cooking equipment shall be reasonable so as not to cause damage to any Units or Common Areas.

16. Unit Owners shall keep the interior portion of their windows in clean condition. Exterior balcony, terrace or patio glass doors and windows shall be cleaned by the Unit Owner

17. No boats, boat trailers, campers, recreational vehicles or trailers of any type shall be permitted on the Common Elements.

18. No Unit Owner, or any occupant, agent or invitee of a Unit Owner shall be permitted to utilize the retention pond areas for any purpose whatsoever, nor shall a Unit Owner or any occupant, agent or invitee of a Unit Owner be permitted in or around the retention pond areas for any purpose whatsoever.

19. No firearms, bows and arrows, slings or explosives shall be discharged or shot in the Development.

20. A post light must be installed and maintained by each Unit Owner on their Unit property, said installation must be prior to the completion of the dwelling built on the Unit property, and said post light must be placed within five (5) feet of the front line, said post light must be lighted continuously from sundown to sunup daily, with a minimum 1,000 lumens, a rating equivalent to a sixty (60) watt incandescent bulb. No dusk to dawn mercury vapor, fluorescent, or other such lighting shall be installed on a Unit property.

21. No excess ground from the excavation of any building shall be removed from the Unit property to any place other than the Development. Excess ground shall be placed in the location directed by the Developer.

22. Prior to the beginning of any construction of any dwelling or other structure on any of the Unit properties, the plans, drawings, and specifications for the design and/or construction of such dwelling or other structure and a site plan shall first be subject to the review and approval by the Architectural Review Committee. All site plans shall be prepared by a surveyor or engineer licensed and registered to do business in the Commonwealth of Pennsylvania, and shall show the first floor elevation of the dwelling or structure in relation to the curb in the street in front of the dwelling or structure.

23. All Units conveyed shall at all times be kept in a clean and presentable condition in keeping with the rest of the Development. The Developer reserves the right to go onto the Unit to clear the same of brush and debris and to mow or cut the grass thereon in the Unit Owner fails to comply to written notices mailed to the Unit Owner's last known address. The Owner shall be liable to the Developer for any cost incurred by the Developer in so doing. This Section is specifically intended for non-resident Owners.

24. The installation of storage sheds must conform to Conewago Township regulations, and must be of the same color and material as that of the Unit. The placement of storage sheds shall be such as not to detract from the aesthetic nature of the adjoining properties and shall not be placed any closer than the aforementioned setback lines. No metal sheds of any kind are permitted to be erected or maintained on any Unit property.

25. Driveways shall be paved or concreted prior to occupancy, unless weather not permitting, in which case the same shall be completed with six (6) months thereafter or as required by Conewago Township regulations.

26. Sidewalks and walks to the front entrance shall be installed prior to occupancy, unless weather not permitting, in which case the same shall be installed within six (6) months **thereafter** or as required by Conewago Township regulations.

27. No poles or appliances upon which to hang or expose laundry or fences shall be erected or maintained on a Unit property closer to the front of the Unit than the rear wall of the dwelling to be erected thereon.

28. These restrictions, conditions and covenants are in addition to the zoning **requirements** of Conewago Township as presently enacted or hereafter enacted.

C. PET RULES

1. No non-domestic animal life may be raised, bred or kept in any Unit or in the Common Elements. A maximum of two (2) dogs or cats or one dog and one cat, each pet weighing a maximum of seventy-five (75) pounds, may be kept in any Unit. Small animals other **than** dogs or cats (including hamsters, birds, reptiles, amphibians and fish) may be kept by a Unit Owner as household pets provided that such permitted species are not kept for any commercial purposes.

2. A pet may be maintained in a Unit so long as it is not a nuisance. Actions which **will** constitute a nuisance include, but are not limited to, abnormal or unreasonable noise, crying, scratching or unhygienic offensiveness.

3. All pets must be inoculated as required by law and registered with the Association. Tropical fish are excluded from this limitation.

4. Pet owners are fully responsible for personal injuries and/or property damage caused by their pets.

5. Four-legged pets must be kept on a leash and accompanied by an adult when outside of the Unit.

6. Any Owner of a pet permitted shall be obligated to exercise proper **care** and custody over the pet to ensure the health and welfare of the other residents.

7. Owners of pets walked upon the Common Elements must promptly clean up their pet's droppings in all areas.

D. PARKING AND STORAGE

1. The parking areas may not be used for any purpose other than parking automobiles and small passenger vans. No buses, trucks, trailers, boats, vans (other than small

passenger vans), stretch cars, recreational or commercial vehicles (other than small pick up trucks and vans used for commuting purposes) shall be parked in the parking areas, or in driveways. All vehicles must have current license plates and be in operating condition. No vehicles shall be parked on the Development property with conspicuous "For Sale" signs attached. Parking availability in the Condominium and Townhouse areas is limited to the Owners of the Condominium and Townhouses.

2. All Unit Owners shall observe and abide by all parking and traffic regulations as posted by the Association or by municipal authorities. Vehicles parked in violation of any such regulations may be towed away at the Unit Owner's sole risk and expense.

3. Parking so as to block sidewalks or driveways shall not be permitted. If any vehicle owned or operated by a Unit Owner, any member of his family, tenants, guests, invitees or licensees shall be illegally parked or abandoned on the property, the Association shall be held harmless by such Unit Owner for any and all damages or losses that may ensue, and any and all rights in connection therewith that the owner or driver may have under the provisions of state or local laws and ordinances are hereby expressly waived. The Unit Owner shall indemnify the Unit Owners Association against any liability which may be imposed on the Unit Owners Association as a result of such illegal parking or abandonment and any consequences thereof.

E. CONSIDERATION IN USE OF UNITS

1. All radio, television or other electrical equipment of any kind or nature installed or used in each Unit shall fully comply with all rules, regulations, requirements or recommendations of the Board of Fire Underwriters and the public authorities having jurisdiction.

2. All contractors performing major work or alterations on a Unit or Limited Common Element shall file a certificate of insurance and indemnity with the management, which certificate must be approved by management before said contractors may begin work in the Unit. Any Unit Owner who wishes to perform any interior alteration to his Unit shall:

(a) Obtain such insurance coverage with respect to such interior alteration as the Executive Board may reasonably require in order to protect the Association and the other Unit Owners, as well as the Unit Owner performing such alterations;

(b) Expeditiously complete all interior alterations without incurring any mechanics' or materialman's liens;

(c) Pay the full cost of performing all such interior alterations,

(f) At such Unit Owner's expense secure all necessary governmental permits and approvals prior to performing all such alterations;

(e) Comply with all other requirements of the Association

F. GENERAL

1. The planting of plants, flowers, trees, shrubbery and crops of any type is prohibited anywhere on the Common Elements without the prior written consent of the Executive Board. No fences may be erected around or on the Common Elements.
2. Solicitors are not permitted on the Property.
3. All persons shall be properly attired when appearing in any of the Common Element portions of the Property.
4. The appearance of the Units, terraces and balconies shall conform to the Development's standards of integrity and appearance as determined by the Architectural Review Committee. Each Unit Owner is fully responsible for maintaining the Unit premises, Limited Common Elements appurtenant to such Unit in a good state of upkeep and cleanliness. If the Association and/or management has to intercede to maintain said premises, the Unit Owner shall be charged for such service.
5. No public areas shall be decorated or furnished by Unit Owners, or other persons, except in observance in good taste of appropriate religious customs. No other signs of any type may be displayed on any exterior portion of the Unit, Common Elements, or Limited Common Elements.
6. Children shall not be permitted to become a nuisance in the Common Elements. Parents shall at all times be responsible for their children while in the Units, Limited Common Elements, and Common Elements.
7. Permanent occupancy of two (2) bedroom units is limited to four (4) persons, and three (3) bedroom units is limited to six (6) persons.
8. **Developer** construction signs with affiliated information of the Developer, and advertising signs either for sale or for rent posted by any Realtor on the Common Elements of the premises are permitted. At the completion of construction of all units, the Developer sign with **affiliated** information shall be removed.
9. The Association reserves the right to make such other rules and regulations from time to time as may be deemed necessary for the safety, care and cleanliness of the buildings, garages, recreational pathways, and property and for securing the comfort and convenience of all occupants thereof.
10. All common Area maintenance fees are due and payable the first day of each calendar year. Any payments not received by the Association or their agent by the fifteenth (15th) day of each January shall be assessed a Ten (\$10.00) Dollar penalty fee.

G. THE INTERNAL DISPUTE RESOLUTION COMMITTEE

1. The Executive Board shall appoint five (5) Unit Owners to serve one (1) year terms as members of the Association "Internal Dispute Resolution Committee." Three members shall constitute a quorum and two votes shall be required for any Committee decision. The Committee shall elect its own Chairman. No member of the Committee may serve on the Executive Board.
2. The "Internal Dispute Resolution Committee" shall be empowered to receive, investigate, attempt to resolve, hold hearings on, and recommend sanctions arising out of complaints from Unit Owners, lessees, mortgagees, or other aggrieved parties concerning alleged violations of the provisions of the Declaration, the Bylaws and/or these Regulations.
3. Upon receipt of a written and signed Complaint Form (to be provided by the management), the Chairman of the Committee shall present the same to the management who shall then attempt to informally resolve the dispute in a fair and equitable manner.
4. If the management has not resolved the dispute to the complainant's satisfaction within seven (7) days, the Committee shall then give the alleged violator at least ten (10) days notice of a hearing to be held to hear the charges of the complainant. Notice of the hearing date and time and the parties involved shall be publicly posted on the Property and mailed to the record address of any non-resident Owner. The hearing shall be held no more than thirty (30) days after the formal complaint has been filed with the Committee.
5. The public hearing shall be conducted as an informal, quasi-judicial proceeding. All parties shall have the right to be represented by counsel, to call witnesses, to introduce documentary or other evidence, and to confront and cross-examine witnesses. Formal rules of evidence shall not be used. Each party shall have the right to have the proceeding transcribed by a court reporter, but the costs shall be borne by the party requesting the transcription and shall be paid in advance.
6. In order to ensure an unbiased tribunal, no member of the Committee may sit and hear a case in which he/she has a personal relationship with either party to the proceeding or in which he/she is intimately involved in any other respect. If any member of the Committee shall excuse him/herself, or be otherwise unavailable, the Executive Board shall appoint another disinterested Unit Owner to temporarily sit in his/her stead.
7. After a full hearing on the dispute, the Committee shall make a written report to the Executive Board and shall recommend sanctions if a violation has been found. The Committee shall make recommendations in accordance with the following Sanction Schedule depending upon the seriousness and frequency of the violation(s),

- (1) Reprimand/warning
- (2) \$25.00 Fine
- (3) \$50.00 Fine
- (4) \$100.00 Fine
- (5) \$200.00 Fine

(6) Any of such Fines per day or per occurrence, as appropriate

8. Within ten **(10) days after receipt** of the Committee Report, the Executive Board **shall** ratify the Committee decision and recommendation, unless the Executive Board **finds** that the decision is unsupported by the evidence and/or constitutes a manifest abuse of discretion.

9. **In** the event the Executive Board does not ratify in accordance **with** paragraph 8, the Executive Board may hold a second **full** hearing on the matter. In such case, the Executive Board may also levy a fine higher than that provided in the Schedule above, and may also, in a proper case, require a re-peat offender to deposit with the Association a Special Security Deposit of **up** to \$1 ,000.00 to protect the Association and its members against future violations.

10. Decisions **of the** Executive Board in these disputes are **final** as set forth in the Declaration.

11. An aggrieved Unit Owner, lessee, mortgagee, or occupant must first exhaust his/her internal remedies with the Committee and the Executive Board before he/she may seek redress in a court of law.

H. ARCHITECTURAL REVIEW COMMITTEE

1. No building, excavation, exterior remodeling or altering of any structure, exterior wall or fence shall be commenced without obtaining the prior written approval of the Developer or by an Architectural Review Committee composed of three (3) or more representatives appointed by the Board of Directors of the Association, one of whom may be a registered architect. as to the location, elevation, set back from property lines, construction materials, quality of workmanship and harmony of external design with existing structures.

2. Plans drawn to scale showing interior and exterior elevations, exterior materials, color selections and landscaping plans must be presented to the Committee in triplicate for their approval. These plans shall also include a Unit plan showing the location of the structure on the Unit property. The Committee shall approve or disapprove the **same** plan within forty-five (45) days **after** the same has been submitted to the Committee or the Association President who shall immediately transmit the same to the Committee. The Committee shall have the right to disapprove any plans, specifications, or details submitted to it in the event the same are not in accordance with all of the provisions of these covenants or the rules and regulations promulgated by the Association. Failure to Act within the said forty-five (45) days shall be deemed an approval. "Act" hereunder shall be notice, **after** approval and in writing, to the Owner, postmarked within **the** said period.

3. Once the construction commences upon any Unit property, the said structure shall be finally completed and ready for its intended use and all exterior grading and planting **completed** within one (1) year from the date of commencement of said construction.

I. Stormwater Management Facility

1. Unit Owners shall be responsible for continuous repair and maintenance of **all** Stormwater Management Facilities, specifically including the facility located on lands now or formerly of Alvin Fisher and Joan Fisher, his wife, and utilized by recorded easement.

J. Miscellaneous

1. The covenants and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association or the Owner of any Unit subject to this Declaration, their respective legal representatives, heirs, successors and assigns for a term of thirty (30) years from the date of this Declaration is recorded, **after** which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by eighty (80%) percent of the then Owners of the Units has been recorded, agreeing to change said covenants and restrictions in whole or in part. PROVIDED, HOWEVER, that no such agreement to change shall be effective unless made and recorded three (3) years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every Owner **at** least ninety (90) days in advance of action taken

2. Any notice given or required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Owner on the records of the Association at the time of such mailing.

3. Enforcement of these covenants and restrictions may be by any proceeding at law or in **equity** against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages. Violators shall be liable for all costs of suit and attorneys fees of the Developer.

4. The Developer reserves the right to assign, transfer or convey and of its rights as provided for herein.

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

**I Certify This Document To Be
Recorded in York County, Pa.**



[Handwritten Signature]
Recorder

RECORDED OF DEEDS
YORK COUNTY
PENNSYLVANIA
INSTRUMENT NUMBER
2001002005
RECORDED ON
JUN 17 2001
2:53:04 PM

RECORDING FEE \$60.00
STATE TAX \$1.50
DEED ARCHIVES FEE \$1.00
REC ARCHIVES FEE \$1.00
TOTAL \$63.50