

DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS, CHARGES
AND LIENS FOR CHERRY STREET, A PLANNED COMMUNITY

YORK COUNTY
ASSESSMENT OFFICE



0837804

500 sign
THIS DECLARATION, made this 17th day of December, 2008, by GROVE
ESTATES, LP, a Pennsylvania limited partnership, hereafter referred to as the
"Declarant."

WITNESSETH THAT:

Declarant is the legal owner by virtue of a Deed dated June 22, 2005 and
recorded in the York County Recorder of Deeds' Office in Record Book 1737, page 418
of real property referred to in Article II and more fully described in Exhibit "A" (the
"Community") of this Declaration, and desires to develop thereon a planned residential
community to be known as "Cherry Street" consisting of twelve single-family dwellings,
together with Common Facilities, including Stormwater Management Facilities, for the
benefit of the Community; and

Declarant desires to provide for the preservation of the values and amenities in the
Community and for the maintenance of said Common Elements, including but not limited
to the Community's Stormwater Management Facilities, and to this end, desires to
subject the real property referred to in Article II and described in Exhibit "A" of this
Declaration, to the covenants, restrictions, easements, charges and liens, hereinafter set
forth, each and all of which is and are for the benefit of said property and each
subsequent owner thereof or any portion thereof; and

Declarant has deemed it desirable, for the efficient preservation of the values and
amenities in the Community, to create an entity to be known as "Cherry Street
Homeowners Association" to which shall be delegated and assigned the duty and powers
of maintaining and administering the Common Elements, administering and enforcing the
covenants and restrictions and levying, collecting and disbursing the assessments and
charges hereinafter created; and

Declarant has incorporated or intends to incorporate under the laws of the
Commonwealth of Pennsylvania as a non-profit corporation known as "Cherry Street
Homeowners Association, Inc." for the purpose of exercising the powers, duties and
functions aforesaid; and

This Declaration is intended to be a master document governing the ownership
and use of all of the Lots (as defined below) 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, the Declarant declares that the real 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, charges and liens (sometimes referred to as the "Covenants and Restrictions") hereinafter set forth. All provisions of this Declaration shall, as to the Owners of the Property, Common Elements and Lots, their heir, successors or assigns, operate as covenants running with the land for the benefit of each other and all other property, Common Elements, and Lots in the development and their respective owners and, as its interests are affected, the Municipality.

ARTICLE I DEFINITIONS

Section 1.1 Definitions. The following words when used in this Declaration or any supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

- (a) "Act" or "UPCA" shall mean and refer to the Pennsylvania Uniform Planned Community Act.
- (b) "Association" shall mean and refer to "Cherry Street Homeowners Association, Inc.", its successors and assigns, organized under Section 5301 of the Act.
- (c) "Common Elements" shall mean and refer to the "Common Facilities" and the "Controlled Facilities."
- (d) "Common Expense Liability" shall mean and refer to liability for common expenses allocated to each unit in Section 4.2 of this Declaration.
- (e) "Common Expenses" shall mean and refer to the expenditures made by, of the financial liabilities of, the Association, together with any allocations to reserves.
- (f) "Common Facilities" shall mean and refer to those areas of land shown on the Plat which are not within Lots, and including therein those portions of the Stormwater Management Facilities located in the Community. Said areas are depicted in Exhibit "B", attached hereto and made a part hereof and are identified as Lot #13 on the Plat, and intended to be devoted to the common use and enjoyment of the members of the Association as herein defined, and, except as herein below specified, are not dedicated for use by the general public. The Common Facilities will be conveyed by Declarant to the Association at the time of transfer of control of the Association pursuant to the Act. The Common Facilities shall not include any roads, streets, or rights-of-way not associated with access to Stormwater Facilities. All said roads, streets and rights-of-way shall be dedicated to the Municipality upon completion.
- (g) "Controlled Facilities" shall mean and refer to those portions, if any, of the Stormwater Management Facilities that are not located within the Open Spaces, known as

Lot #13 on the Plat, more specifically including the stormwater management easement area situate on Lot #5 and the subsurface infiltration trench structure and appurtenances to be constructed therein and the stormwater management easement area situate on Lot #6. The Controlled Facilities shall be maintained, improved, repaired, regulated, managed or replaced by the Association. The Controlled Facilities shall not include the proposed stormwater stilling basins to be constructed on Lots #2 and #3, which shall be owned by and the perpetual responsibility of the respective individual Owners, who shall maintain and repair the facilities as may be necessary and appropriate. Also, the proposed individual subsurface seepage pits to be installed for the purpose of managing the stormwater runoff from the roof areas of the proposed dwellings on Lots #1 through #12 inclusive shall be owned by and the perpetual responsibility of the respective individual Owners, who shall maintain and repair the facilities as may be necessary and appropriate.

(h) "Declarant" shall mean and refer to Grove Estates, LP, a Pennsylvania limited partnership, its successors and assigns and any person who succeeds (under §5304 of the Act) to any Special Declarant Rights, subject to the restrictions of §5304 of the Act.

(i) "Executive Board" shall mean and refer to the Executive Board of the Association, which shall manage the Association's operations in compliance with, and subject to, the provisions of the Act.

(j) "Limited Controlled Facilities" shall mean that portion of the Controlled Facilities, if any, that are part of a Lot, but managed or regulated by the Association for the exclusive use of one or more, but fewer than all of the units.

(k) "Lot" shall mean and refer to any plot intended and subdivided for residential uses, shown upon the Plat, but shall not include the Common Elements as herein defined. There are presently a total of twelve Lots subject to this Declaration, consisting of Lots 1 through 12 inclusive as shown on the Plat. The total number of Lots and the configuration thereof shall be subject to modification in the event that a revised Final Subdivision Plan for the Property is approved by the Municipality and properly recorded.

(l) "Member" shall mean and refer to all those owners who are members of the Association; every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be mandatory and appurtenant to and may not be separated from ownership of any Lot.

(m) "Municipality" shall mean and refer to the municipality within which the Property is located, being York Township, York County, Pennsylvania.

(n) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, but shall not mean or refer to any

mortgagee or subsequent holder of any mortgage, unless or until such mortgagee or holder has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

(o) "Plat" shall mean and refer to the plat titled "Final Subdivision and Land Development Plan for Cherry Lane", prepared by Stahlman & Stahlman, recorded in the York County Recorder of Deeds' Office in Record Book 1997, at page 7737, *et seq.* on December 19, 2008.

(p) "Property" which shall mean and refer to all lands, both Lots and Common Elements, which are described in Exhibit "A" or are hereafter made subject to this Declaration.

(q) "Storm Water Management Facilities" shall mean all of the land areas and improvements thereto within the Property devoted to the purposes of detaining, retaining, and/or controlling the volume and/or rate and/or the direction of storm water, including Common Facilities, Controlled Facilities and Limited Controlled Facilities located within certain of the Lots, including but not limited to all land and improvements located on Lot #13 and the subsurface infiltration system located on Lot #5 designated as such. The portions of the Storm Water Management Facilities located within the Common Facilities are part of the Common Facilities. The portions thereof, if any, located within one or more Lots are Controlled Facilities or Limited Controlled Facilities, except that the proposed stormwater stilling basins to be constructed on Lots #2 and #3 shall be owned by and the perpetual responsibility of the respective individual Owners, who shall maintain and repair the facilities as may be necessary and appropriate. Also, the proposed individual subsurface seepage pits to be installed for the purpose of managing the stormwater runoff from the roof areas of the proposed dwellings on Lots #1 through #12 inclusive shall be owned by and the perpetual responsibility of the respective individual Owners, who shall maintain and repair the facilities as may be necessary and appropriate.

(r) "Unit" shall mean and refer to the term "Unit" as defined in the Act and shall consist of a Lot and any Home and other improvements thereon erected, regardless of the form of ownership thereof.

ARTICLE II
PROPERTY SUBJECT TO THIS DECLARATION:
NAME OF THE COMMUNITY

Section 2.1 Property. The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration is located in York Township, York County, and is more particularly described in Exhibit "A", being "Cherry Street, A Planned Community" as shown on the Plat, and consisting of 6.48 acres, more or less.

Section 2.2 Name. The name of the community to be developed within the Property is "Cherry Street, A Planned Community."

Section 2.3 The Common Elements. The Common Facilities shall consist of the portions of the Property located outside any Unit, some or all of which is also labeled on the Plats or Plans, from and after the date of their conveyance to the Association, including (but not limited to) entrance signage and Stormwater Facilities.

ARTICLE III DESCRIPTION OF UNITS AND COMMON ELEMENTS

Section 3.1 Boundaries. The boundaries of each unit are coterminous with the boundaries of each Lot as depicted on the Plat. For purposes of this Declaration, a "unit" is synonymous with the term "Lot". The identifying number of each unit or Lot is set forth on the Plat.

Section 3.2 Maximum Number of Lots. The maximum number of units or Lots that may be created in the Property is twelve. No individual units may be further subdivided.

Section 3.3 Description of Common Elements. A description of the Common Elements of the Community (including both Common Facilities and Controlled Facilities) is contained in Article I (Definitions). There are no time-share estates created under this Declaration.

ARTICLE IV MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION; PERIOD OF DECLARANT CONTROL

Section 4.1 Membership. Every person who is an Owner of any Lot which is subject by this Declaration to an assessment by the Association shall be a member of the Association. However, in the event that a member of the Association should lease his or her Lot to another person then, and only in that event, the lessee shall be entitled to all of the privileges of membership in the Association, except that the Owner will still be responsible for payment of all assessments and will still be entitled to the vote allotted to the particular Lot in questions. There shall be a one-time membership fee of Three Hundred Fifty Dollars (\$350.00) due from purchaser(s) when first the Lot is purchased from Declarant.

Section 4.2 Allocation of Voting Rights and Common Expense Liability.
Each Lot is allocated one vote in the Association. The voting right allocated to each Lot is equal with respect to all twelve Lots. Likewise, each Lot, and the owner thereof, is allocated an equal 1/12th share of the liability for the Common Expenses; provided, however, that if a Common Expense is caused by the negligence or misconduct

of any Owner, the Association may assess such expense exclusively against his or her Lot.

Section 4.3 Period of Declarant Control. Notwithstanding the allocation of voting rights, as set forth in Section 4.2 above, there is hereby declared to be a period of Declarant control, which shall extend from the date of the first conveyance of a Lot to an Owner other than a Declarant, for a maximum of five years thereafter. During the period of Declarant control, the Declarant or persons designated by the Declarant shall appoint and remove the officers and members of the Executive Board of the Association.

- (a) The period of Declarant control shall terminate no later than the earlier of:
 - (i) sixty days after conveyance of 75% of the Lots to lot Owners other than a Declarant; or
 - (ii) two years after Declarant has ceased to offer Lots for sale in the ordinary course of business, whichever shall first occur.
- (b) During the period of Declarant control, there shall be a transfer of control of the Executive Board as follows:
 - (i) not later than sixty days after the conveyance of 25% of the Lots to Lot Owners other than Declarant, one of the members of the Executive Board appointed by the Declarant shall resign and a replacement member shall be elected by the Lot Owners. The Executive Board Member elected pursuant to this Section 4.3(b)(i) shall serve until the first election of the Executive Board held at the annual meeting of the Homeowner's Association next following the date of the election of members of the Executive Board described in Section 4.3(b)(ii) below;
 - (ii) Sixty days after the conveyance of 75% of the Lots within the Community to Lot Owners other than the Declarant, the period of Declarant control shall terminate, and a meeting shall be held at which the final two members of the Executive Board appointed by the Declarant resign and two replacement members of the Executive Board shall be elected by the Lot Owners in accordance with the allocation of voting rights set forth in Section 4.2 above, in order to replace the Declarant-appointed Executive Board Members who have resigned. The Executive Board Members elected pursuant to this Section 4.3(b)(ii) shall serve until the second annual meeting of the Homeowner's Association following the date of their election.
 - (iii) Subsequent to the resignation of the Declarant-appointed Executive Board Members, all future members of the Executive Board shall be elected by the Lot Owners as a whole in accordance with the allocation of voting rights set forth in Section 4.2 above. Except as

hereinabove provided, all members of the Executive Board shall serve for two-year staggered terms.

ARTICLE V PROPERTY RIGHTS IN THE COMMON FACILITIES

Section 5.1 Members' Easements of Enjoyment. Subject to the provisions of Section 5.3 of this Article V, 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 Lot, and shall commence at the time of such member's acquisition of his or her lot whether or not title to the Common Facilities has been then conveyed to the Association. Such easement shall include the right to use drainage facilities and utilities placed within the Common Facilities and Controlled Facilities. A lessee shall have all of the rights of this Section belonging to the Owner of the Lot with the exception that they are not permitted to vote and are not required to pay any assessment since the vote and assessment remain with the Lot Owner.

Section 5.2 Title to Common Facilities. Declarant hereby covenants for itself, its successor 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 mortgage encumbrances as may be provided for herein, existing building restrictions, ordinances, easements of roads, privileges or rights of public service companies or municipalities, as provided for herein, and any other restrictions or conditions existing of record not later than the termination of the period of Declarant control. Notwithstanding the preceding sentence, Declarant does not need the consent of the Association to convey the Common Facilities to the Association.

Section 5.3 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, provided that the rights of such mortgagee in said Common facilities shall be subordinate to the rights of the Owners;
- (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 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 an rights-of-way 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 and private water, gas, electric, telephone, sewage ,drainage, fuel oil, cable television, and other utilities; provided, however, that such easements an right-of-way will not be contrary to either (i) the Plat, or (ii) the purposes for which the Common facilities can be utilized under the governing ordinances of the Municipality;
- (f) the right of the Association, contingent upon the prior written approval of the Municipality, 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 condition as may be agreed to by the embers, 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 Article and Bylaws of the Association, that two-thirds (2/3) of the Owners present, in person or in proxy, voted to approve such action, provided, however, that notwithstanding any such transfer, the Common Facilities are restricted to utilization as open space and for Storm Water Management Facilities or other compatible use, subject to the approval of York Township.
- (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 agent, servants, workmen or contractors.
- (h) the free right and privilege of Declarant, its agent, servants, contractors, licensees and invitees to enter upon the Common faculties 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; and
- (i) the absolute right of Declarant at any time until the conveyance of the last Lot to an Owner other than Declarant to modify the boundary lines of the individual Lots; provided, however, that any such change must first be approved by the Municipality.

ARTICLE VI
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 6.1 Covenant of the Lien and Personal Obligations of Assessments.

(a) The Declarant, or each Lot owned by it within the Property, hereby covenants and each subsequent owner, of any such Lot 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 in 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 Lot against which each assessment is made. Each such assessment, together with such interest thereon and costs for collection thereof 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) The Owner of a Lot intending to sell the same shall notify the Executive Board as to his intent to sell the Lot so that the Resale Certificate required under the Act may be prepared.

(c) Within ten days of the receipt of such notification, the Board shall prepare a resale Certificate which shall set forth all information required under 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 for such certificate. The certificate shall be signed by an officer of the Association or by an employee of the Association's duly appointed management company. A properly executed certificate of the Association as to the status of assessments on a lot 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.

Section 6.2 Purpose of Assessments. The Assessments levied by the Association shall be used exclusively for the purpose of paying the Common Expenses of the Association, including promoting the recreation, health, safety, and welfare of the residents of the Property and in particular for the improvement and maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Stormwater Management Facilities, including but not limited to, the payment of insurance thereon and maintenance, repair, replacement and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof, and for the costs of operation of the Association.

Section 6.3 Special Assessments for Capital Improvements. In addition to the annual assessment 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 Facilities, including fixtures and personal property related thereto and including Stormwater Management Facilities, provided that any such assessment shall have the assent of two-thirds of the votes of the Owners who are voting in person or by proxy at a meeting duly called for this purpose.

Section 6.4 Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly or other periodic basis; provided, however, that in the event that a Common Expense is caused by the negligence or misconduct of an Owner, of tenant or invitee of an Owner, the Association may assess such expense exclusively against such Owner's Lot.

Section 6.5 Effect of Nonpayment of Assessment: Remedies of the Association.

(a) Any assessment not paid within thirty (30) days after the due date shall be subject to such late charge as may be established by the Board, and shall also bear interest from the due date at the rate of 12% per annum, unless a lesser rate is required by law, but then at the maximum rate permitted. The Association may bring an action at law against the Owner personally obligated to pay the same, or may foreclose the lien against the Lot, as set forth in the Act, or both. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Facilities or abandonment of his Lot.

(b) Each Owner on becoming an Owner of any Lot shall be deemed to covenant and agree to the enforcement of all assessments in the manner specified in this Declaration and in the Act. Each Owner agrees to pay reasonable attorneys fees as established from time to time by the Board and costs incurred in the collection of any assessment against such Owner and/or his Lot, whether by suit or otherwise, or in enforcing compliance with or specific performance of the terms and conditions of this Declaration or other governing documents as against such Owner and/or his Lot.

(c) Any assessment installment not paid within thirty (30) days after the due date shall be delinquent. Thereupon, the Association may provide notice of such delinquency and may do one or more of (a) declare the entire balance of such annual or special assessment due and payable in full; or (b) charge a late fee in an amount to be set by the Board; or (c) upon registered or certified mail notice to the Owner, suspend the right of such Owner to vote and/or to use the open space portions of the Common Facilities until the assessment and accrued charges are paid in full; or (d) employ other remedies available at law or equity or, without limitation of the foregoing, including either of the following procedures:

(i) The Association may commence and maintain a suit by law against any Owner or Owners for such delinquent assessments as to which they

are personally obligated. Any judgment rendered in any such action shall include the amount of the delinquency, together with late fees, interest thereon at the rate of twelve percent per annum from the date of delinquency, costs of collection, court costs and reasonable attorney's fees in such amount as the Board has established from time to time. Suit to recover a money judgment or unpaid assessments shall be maintainable without foreclosing or waiving the lien hereinafter provided for.

(ii) Pursuant to Act, there is hereby created and perfected a claim of lien, with power of sale, on each and every Lot to secure payment to the Association of any and all assessments levied against any and all Owners of such Lots pursuant to this Declaration, together with late fees, interest thereon is provided for by this section, and all costs of collection which may be paid or incurred by the Association in connection therewith, including reasonable attorney's fees, as may from time to time be established by the Board. At anytime after the occurrence of any delinquency in the payment of any such assessment, the Association, or an authorized representative thereof, may make a written demand for payment to the delinquent owner. Said demand shall state the amount of the delinquency, each delinquency shall constitute a separate basis for a demand or claim or lien, but any number of defaults may be included within a single demand or claim or lien on account of prior delinquency and any demand, claim or lien shall be deemed to include subsequent delinquency and amounts due on account thereof. If such delinquency is not paid within ten (10) days after delivery of such demand, the Association or duly authorized representative may thereafter elect to commence foreclosure or other enforcement action in court as set forth in the Act. The Board is hereby authorized to appoint any attorney or any officer or director of the Association the purpose of conducting such proceedings.

(d) All remedies provided herein or in the Act accumulative.

Section 6.6 Lien Priority and Investiture. The priority of any lien for assessments authorized hereunder or by the Act shall as priority against any and all other liens on the Lot as set forth in the Act. Any such lien shall be subject to investiture only as set forth in the act.

Section 6.7 Exempt Property. The following property subject to this Declaration shall be exempted from the assessment charges and liens created hereunder:

(a) All common facilities as defined in Article I, Section I hereof. Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessment, charges or liens.

ARTICLE VII
EASEMENTS ON COMMON FACILITIES

Section 7.1 Easements. The Open Spaces shall be subject to certain utility and access easements as shown on the Plat.

ARTICLE VIII
MAINTENANCE OF COMMON FACILITIES AND
CONTROLLED FACILITIES

Section 8.1 Maintenance Responsibility. The maintenance of the Common Facilities and Controlled Facilities shall be the responsibility of the Declarant until such time as the initial Common Expenses assessment is made. Thereafter the maintenance of the Common Facilities and Controlled Facilities, if any, shall be the responsibility of the Association. The Common Elements shall be maintained in a structurally sound and functional condition, in compliance with all Municipality regulations. Maintenance shall include, but is not limited to, Storm Water Management Facilities maintenance and repair, lawn care, liability insurance, landscaping and planting, construction of any kind and anything else associated with the use and enjoyment of the Common Elements by the Owners.

Additionally, cleanout installed for the Storm Water Management Facility located on Lot #5 shall be cleaned periodically by the York Township Public Works Department. The Association agrees to reimburse the Township for the cost of this periodic maintenance.

ARTICLE IX
EFFECT OF NON-MAINTENANCE OF COMMON FACILITIES AND
CONTROLLED FACILITIES BY ASSOCIATION

Section 9.1 The Common Areas, including the Storm Water Facilities shall be maintained in accordance with all applicable Township, Commonwealth of Pennsylvania and Federal ordinances, codes, laws, statutes and regulations and the Declaration. If the Declarant, the Association or individual Owners, as applicable, fail to maintain the Common Areas or Storm Water Facilities, York Township, or its authorized agent, may, but shall not have the affirmative obligation or duty to, send a Written Notice to the Declarant, the Association or individual Owners, as appropriate.

Section 9.2 The Written Notice which York Township may send to the Declarant, the Association or an individual Owner, as the case may be, in accordance with this Section shall include:

- (a) A list of the deficiencies of maintenance and/or a list of the necessary repairs; and

(b) A requirement that any maintenance and/or repair(s) be completed within thirty (30) days of the date of the Written Notice unless a shorter notice is necessitated to protect the public safety, health or welfare.

Section 9.3 If any maintenance or repair(s) stated in the Written Notice is (are) not corrected or made within the time frame set forth in the notice, York Township, in order to preserve the affected areas and prevent creation of a public nuisance, may, through its authorized agents, servants or workers, enter any and/or portions of the Property, including individual properties of Owners, and perform any necessary maintenance or make any necessary repair(s).

Section 9.4 Maintenance performed or repairs made by York Township shall not constitute a taking of any nature, nor vest in the public any rights of use.

Section 9.5 The cost of such maintenance and/or repair(s) shall be assessed ratably against all Owners (as that term is defined by 68 Pa. C.S.A Section 3103 or the Declaration) and shall become a Municipal Lien on all Units and Common Areas, unless such maintenance or repair is made to a portion of the Condominium which is to be maintained by an individual Owner, in accordance with the Declaration and/or aforesaid Plans, in which event the cost thereof shall be assessed against the particular Owner involved and shall become a lien only on such Owner's Unit.

Section 9.6 Any costs incurred by York Township for performing any maintenance or making any repair(s) shall include all reasonable attorney and engineering fees, and an administrative charge of fifteen percent (15%).

Section 9.7 Declarant agrees and warrants and Owners by purchase of a Unit understand and acknowledge that York Township and its authorized agents, servants and workers shall have neither the affirmative responsibility nor the liability for the performance of any obligations of the Declarant, the Association or the Owners with respect to the Units, the Common Areas or the Facilities. Further, the Declarant, on behalf of itself, any Association subsequently created, the Owners, or the successors, assigns, licensees, employees, agents, independent contractors and operators of the foregoing agrees to indemnify and hold harmless York Township, its successors, agents, servants and workers from and against any damage, liability, loss or deficiency (including attorney's fees and other costs and expenses) incident to any claim, suit, action or proceeding brought by any individual or entity based on an alleged failure of York Township to enforce any term, covenant, provision or condition of the Declaration. This indemnity shall be in favor of York Township, the York Township Board of Commissioners, any member thereof, and any agent, servant or worker of York Township.

Section 9.8 If York Township receives notice that any claim or demand exists, has been asserted or is threatened, which would constitute a claim or demand to be indemnified by the Declarant, the Association or the Owners, York Township shall promptly notify the Declarant and the Association of all facts within its knowledge with

respect to such claim or demand. If York Township fails to contest any such claim or demand within a reasonable time after receiving written notice thereof - but not later than twenty (20) days after such notice, York Township shall have the right to satisfy and discharge the same by suit, settlement or otherwise, and the amount of such claim or demand determined to be due by way of such suit, settlement or otherwise (including reasonable attorney's fees and other costs and expenses incident to such claim or demand) shall be immediately due and payable by the Declarant, the Association or the Owners to York Township upon demand.

Section 9.9 For the purpose of any notices which may be required to be sent by the Township to the Association, the Declarant shall provide to the Township the name, address and telephone number of the contact person for the Association. The Association may from time to time update the contact person by so notifying the Township in writing. However, the most current name, address and telephone number provided by the Declarant or the Association to the Township shall be presumed for purposes of these Covenants to be the then-current contact person for the Association, and delivery of such notice by the Township to that contact person shall entitle the Township to a presumption that the Association has been formally notified. Delivery shall be accomplished by mailing such notice by first class mail, postage prepaid, or other method of mailing selected by the Township, or by hand delivery by the Township to the address specified on such notice. Once notice has been delivered pursuant to this paragraph, the Association shall be precluded from raising lack of notice as a defense to any actions taken or brought by the Township against the Association or any owner, including the Declarant. The initial contact person is Timothy F. Pasch, 2645 Carnegie Road, York, PA 17402, (717) 757-4859. Upon a change of contact person for the Association, the Association shall notify York Township in writing and provide the new contact information.

Section 9.10 The Township shall at all times have the right to use any and all Storm Water or other easements shown on the plans or referenced in the Declaration, to access, maintain or repair any Stormwater Facilities, or any other public improvements, and the Declarant, Association and unit owners hereby authorize the Township or any representative of any local, state, or federal agency, or their designated representatives, to enter onto any such areas at any time for purposes of inspection of the Storm Water Facilities or any other public improvements, to investigate complaints, to assure compliance with the relevant covenants as well as all Codes, Ordinances, rules and regulations of the Township, or of any local, state, or federal laws or regulations, or to make any necessary repairs or perform any necessary maintenance of Storm Water Facilities of any kind or other public improvements, pursuant to this paragraph.

Section 9.11 In the event that the Association is abandoned or abolished, or otherwise ceases to exist, or the Association proposes to dispose of the Common Facility 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.

Section 9.12 No portion of this Article 9 or any other Article related to the change, use or transfer of Common Facilities or Storm Water Facilities can be amended or altered without the prior written authorization of York Township.

ARTICLE X GENERAL RESTRICTIONS

Section 10.1 Compliance with Final Subdivision Plan. No use of any Lot shall be made which is contrary to the Final Subdivision Plan approved by the Municipality, as provided for in the relevant provisions of the Municipality zoning ordinance, 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 Final Subdivision Plans, whether or not recorded, including but not limited to all Notes shown thereon.

Section 10.2 Lot Size. No lot 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 final plan in accordance with the proper consent and approval of the Municipality.

Section 10.3 Restrictive Uses. The following uses and improvements are prohibited or restricted unless hereinafter specifically permitted with the prior approval of the Declarant or the Association.

- (a) No trailer, tent, recreational vehicle, outbuilding or structure of a temporary nature shall be used as a residence and no unused vehicle or equipment and not more than one trailer, recreational vehicle or boat shall be parked or stored on any Lot.
- (b) No commercial or business type vehicle or equipment shall be parked on the Lot, except when performing work or making a delivery.
- (c) No fowl shall be raised or kept and no kennel for the breeding or boarding of dogs shall be erected or maintained on any Lot, nor shall any large animal (other than dog) be housed, raised or otherwise maintained on any Lot.
- (d) 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 on the unit 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. 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.

(e) 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.

Section 10.4 Occupancy. No dwelling house shall be erected on any Lot which shall be designed for occupancy by more than a single family or housekeeping unit; however, this shall not prohibit quarters for domestic service. On any Lot only one dwelling house shall be permitted.

Section 10.5 External Care. Whether or not occupied, Lots must be kept in neat and proper condition at all times with respect to mowing of grass and other or external care.

Section 10.6 No Interference With Right Of Way. No grading, landscaping or excavation or driveway installation shall be constructed on any Lot in a manner that burdens, damages or interferes with drainage along, across or under the road right-of-way, or which interferes with any on Lot drainage swales, pipes, berms, basins or other drainage facilities of any type. Each Lot Owners shall further protect and refrain from damaging or causing any defect in ay on-lot drainage swales, pipes, berms, basin or other Strom Water Management Facilities of any type, and failure to so protect and refrain from damaging shall constitute a violation of such Lot Owner's duties to the Association and to the Municipality under and pursuant to the approved subdivision plan for the Property. Hence, each Lot owner failing to properly protect or causing any damage to any such drainage facilities, after failure to correct such defect or damage within 30 days after notification by either the Association or by the Municipality of the existence of such defect or damage, shall be subject to the penalties set forth in the Pennsylvania Municipalities Planning Code for violation of the Municipal Subdivision and Land Development Ordinance. In addition, the Association shall have the right to enter upon any Lot for the purpose of effecting repairs or rebuilding of any damaged drainage facility, and to assess the cost thereof against the Owner of such Lot, and to enforce such assessment.

Section 10.7 Restrictions Cumulative. 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.

ARTICLE XI

RETENTION OF SPECIAL DECLARANT RIGHTS

Section 11.1 Grading Easement. Declarant retains, for a period ending two (2) years after the sale by Declarant of the last Lot, an easement to enter upon each Lot to perform any corrective grading deemed necessary or desirable by Declarant; the Association and the Municipality shall each have the same easement perpetually.

Section 11.2 Offices and Models. Declarant reserves the right to maintain offices and models within the Common Facilities portion of the community and/or individual Lots within the community, in connection with the management of and/or sale or rental of Lots or units owned by the Declarant. There shall be not more than two (2) model homes at any one time, each of which shall be a single family dwelling, comparable in size to the dwellings to be constructed on the individual Lots. Model homes may be placed on any Lot. Temporary sales trailers and/or construction trailers and/or equipment trailers may be placed anywhere within the Common Facilities portions of the Community, and/or within individual Lots. These rights shall be retained for so long as the Declarant retains ownership of any one or more Lots within the Community.

Section 11.3 Signs. Declarant retains the right to maintain signs in any one or more of the Lots in the Community, as well as on the Common Facilities thereof, advertising Lots or units in the Community for sale or lease.

Section 11.4 Executive Board. 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.

ARTICLE XII GENERAL PROVISIONS

Section 12.1 Duration and Amendment. 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 land subject to this Declaration, their respective legal representatives, heirs, successors and assign and the Municipality, perpetually. This Declaration, including the Plat, may be amended only by the affirmative votes (in person or by proxy) or written consent of members representing two-thirds (2/3) of the total voting power of the Association, and approved in writing by the Municipality (to the extent affecting any right of the Municipality), except as otherwise specified below or in the Act. Any amendment must be recorded in the York County Recorder of Deeds office.

Section 12.2 Exceptions to General Amendment Process. Notwithstanding the above the following exceptions to the general amendment process shall apply:

- (a) unanimous consent or joinder of the Declarant shall be required for all circumstances set forth in § 5219 (d) of the Act;
- (b) amendments may be executed by Declarant under all circumstances set forth in § 5219(a)(3)(i) of the Act;
- (c) amendments may be executed by the Association under all circumstances set forth in § 5219(a)(3)(ii) of the Act;

(d) amendments may be executed by certain unit owners under all circumstances set forth in § 5219 (a)(3)(iii) of the Act.

Section 12.3 Recordation of Amendments. Every Amendment to this Declaration must be recorded in the Recorder of Deeds Office of York County, Pennsylvania in order to be effective.

Section 12.4 Technical Corrections. The Executive Board may effect one or more appropriate corrective amendments without the approval of the unit Owners or the holders of liens, in accordance with the authorization and procedures set forth in § 5219(f) of the Act.

Section 12.5 Indemnification of Officers, Executive Board and Committee Members. The Association shall indemnify every Executive Board member, officer and committee member, his heirs, executors and administrators, against all loss, costs and expenses, including attorneys, fees, reasonably incurred by him in connection with any action, suite or proceeding to which he may be made a party by reason of his being, or having been, an Executive Board member, officer or committee member, except as to matters as to which he shall be finally adjudged in such action, suite or proceeding, to be liable for gross negligence or willful misconduct. All liability, loss, damage, cost and expense incurred or suffered by the Association by reason, or arising out of or in connection with, this indemnification provision shall be treated by the Association as common expenses.

Section 12.6 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 an Owner on the records of the Association at the time of such mailing.

Section 12.7 Enforcement. Enforcement of these covenants and restrictions shall be by and 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 and against the land to enforce any lien created by these covenants; and failure by the Association or Municipality or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 12.8 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way effect the validity of any other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the said Declarant, by its duly authorized officer, has executed this Declaration the day and year first set forth above.

GROVE ESTATES, L.P.
a Pennsylvania limited Partnership

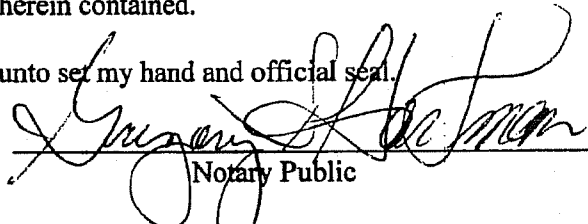
By: **TIMOTHY F. PASCH, INC.**
General Partner

By: 
Timothy F. Pasch, President

Commonwealth of Pennsylvania :
: ss.
County of York :

On this, the 17th day of December, 2008, before me, a Notary Public, the undersigned officer, personally appeared Timothy F. Pasch, President of Timothy F. Pasch, Inc., General Partner of Grove Estates, L.P., known to me (or satisfactorily proven) to be the person, whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained.

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


Notary Public

My Commission expires:

3/19/12

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Gregory S. Hartman, Notary Public
Dallastown Boro, York County
My Commission Expires March 19, 2012
Member, Pennsylvania Association of Notaries

ALL the following tract of land, with the improvements thereon erected, situate in York Township, York County, Pennsylvania, as shown on Drawing No. NB-315, dated November 29, 1975, by Gordon L. Brown & Associates, Engineers and Surveyors, recorded in York County Plan Book Y, Page 507, more particularly described as follows, to wit:

BEGINNING at an iron pin at Lot No. 1 and lands now or formerly of Harry J. Mackley, South eighty-seven (87) degrees thirty (30) minutes East, a distance of one hundred ninety-three and eight hundredths (193.08) feet to an iron pin; thence North seven (07) degrees thirty (30) minutes East, a distance of sixty and twenty-four hundredths (60.24) feet to an iron pin; thence North seven (07) degrees thirty (30) minutes East, a distance of one hundred twelve and no hundredths (112.00) feet to an iron pipe; thence South eighty-seven (87) degrees thirty (30) minutes East, a distance of one hundred and no hundredths (100.00) feet to an iron pipe; thence North two (02) degrees thirty (30) minutes East, a distance of one hundred ninety-nine and twelve hundredths (199.12) feet to a point in the center of Cherry Street; thence along said street, North eighty-nine (89) degrees eleven (11) minutes East, a distance of two hundred ten and no hundredths (210.00) feet to a point in the center of Cherry Street; thence along lands now or formerly of Ronald D. Arnold and York Township, South five (05) degrees zero (00) seconds West (erroneously described as East in prior deed), a distance of seven hundred thirty-four and twenty-five hundredths (734.25) feet to a stone at corner of lands now or formerly of York Township and James A. Hutton; thence along lands now or formerly of Terry P. Reck, South eighty-six (86) degrees fifteen (15) minutes West, a distance of five hundred twenty-eight and no hundredths (528.00) feet to a stone at corner of lands now or formerly of Wilbur F. Hoffacker and David Shue; thence along lands now or formerly of David R. Shue, North two (02) degrees twenty (20) minutes East, a distance of three hundred sixty-nine and no hundredths (369.00) feet to an iron pin at Lot No. 1, the point and place of BEGINNING.

LEADERS HEIGHTS

83

Cherry Street

York Township · York County, PA



PASCH
CONSTRUCTION

"Building a better
community -
one home
at a time."

CHERRY STREET

Lot 1
(.53 Acres)
(23,097.92 sq. ft.)

Lot 2
(.39 Acres)
(16,957.60 sq. ft.)

Lot 3
(.47 Acres)
(20,168.78 sq. ft.)

Lot 12
(.50 Acres)
(21,883.05 sq. ft.)

Lot 11
(.58 Acres)
(25,083.38 sq. ft.)

Lot 4
(.44 Acres)
(19,086.82 sq. ft.)

Lot 5
(.60 Acres)
(26,045.87 sq. ft.)

Lot 9
(.52 Acres)
(22,823.46 sq. ft.)

Lot 8
(.44 Acres)
(19,242.27 sq. ft.)

Lot 7
(.40 Acres)
(17,338.81 sq. ft.)

Lot 6
(.43 Acres)
(18,887.44 sq. ft.)

Lot 10
(.60 Acres)
(26,164.25 sq. ft.)

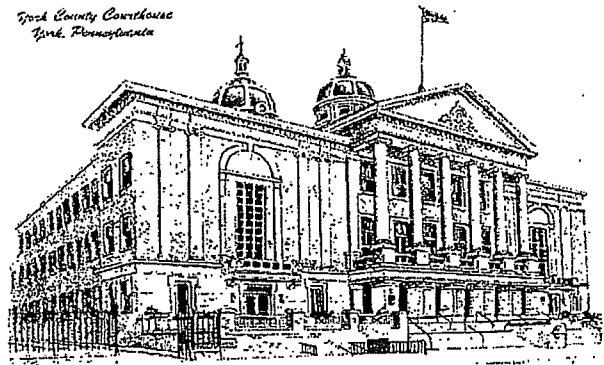
STORMWATER
MANAGEMENT
POND

83

YORK COUNTY RECORDER OF DEEDS
28 EAST MARKET STREET
YORK, PA 17401

Randi L. Reisinger - Recorder
Gloria A. Fleming - Deputy

York County Courthouse
York, Pennsylvania



Instrument Number - 2008076358
Recorded On 12/19/2008 At 12:46:21 PM

* Instrument Type - RESTRICTIONS

Invoice Number - 804873

* Grantor - GROVE ESTATES LP

* Grantee - GROVE ESTATES LP

User - DS

* Customer - KATHERMAN HEIM

Book - 1997 Starting Page - 7996

* Total Pages - 22

* Received By: COUNTER

*** FEES**

STATE WRIT TAX	\$0.50
RECORDING FEES	\$47.00
PIN NUMBER FEES	\$8.00
COUNTY ARCHIVES FEE	\$2.00
ROD ARCHIVES FEE	\$3.00
TOTAL PAID	\$60.50

PARCEL IDENTIFICATION NUMBER

540002401250000000

540006400010000000

540006400020000000

540006400030000000

Total Parcels: 4

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



Randi L. Reisinger
Recorder of Deeds

THIS IS A CERTIFICATION PAGE
PLEASE DO NOT DETACH
THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.

Book: 1997 Page: 8017