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DECLARATION OF RESTRICTIONS
AND
EASEMENT FOR COMMON AREA AND FACILITIES
FOR ARBOR ROSE COMMUNITY ASSOCIATION

MADE THIS 16th day of April A. D. 1997,
by LJL, INC. with offices situated at 618 Donegal Springs Road,
Mount Joy, County of Lancaster, Pennsylvania, 17552 (the
"Declarant" or "Developer"), owner of all that certain real
estate located in the Borough of Mount Joy, Lancaster County,
Pennsylvania, which is fully described in EXHIBIT "A" attached
hereto (the "Premises") which is known as ARBOR ROSE ESTATES.

WITNESSETH THAT:

WHEREAS, Declarant is presently in the process of
subdividing and developing the Premises into a residential
community known as ARBOR ROSE ESTATES

WHEREAS, Declarant desires to insure the ongoing
attractiveness of Premises, to prevent nuisances, to preserve,
protect and enhance the values and amenities of Premises and to
create and provide for the maintenance of the common areas and
facilities within premises;

WHEREAS, in order to accomplish the aforementioned purposes,
Declarant desires to subject all of the subdivided lots or
parcels within the Premises, as more fully shown and laid out on
the Final Plan for LJL, INC. prepared by Akens Engineering
Associates, Inc. dated JAN. 16, 1997, Drawing Number 173-1-1,
recorded in Subdivision Plan Book J-196,
Page 61, (herein called the "Final Subdivision Plan of ARBOR
ROSE ESTATES) to the covenants, conditions, restrictions, charges
and liens hereinafter set forth, each and all of which are for
the benefit of said properties and each owner thereof; and

WHEREAS, Declarant has deemed it desirable, for the above
mentioned purposes, to create an organization or association to
which shall be assigned the powers of administering and enforcing
the covenants and restrictions, maintaining the common areas and
facilities, and disbursing the assessments and charges
hereinafter created. Except as otherwise herein specifically
provided, the Declarant intends to assign to the Association at
such times, from time to time, as it shall determine, the various
powers of administration and enforcement reserved unto the
Developer herein.

NOW THEREFORE, Declarant hereby declares that the Premises
and all lots or parcels laid out and established within the
Premises shall be held, sold and conveyed subject to the
provisions of this Declaration and the restrictions, limitations,

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regulations and agreements set forth herein, all of which shall be covenants running with the land and be binding upon and inure to the benefit of all parties having any right, title and interest therein or any part thereof, their heirs, personal representative, successors and assigns.

ARTICLE I
DEFINITIONS

1.1. "Association" shall mean and refer to the ARBOR ROSE COMMUNITY ASSOCIATION, an unincorporated association of the property owners of ARBOR ROSE ESTATES.

1.2. "Declarant" shall mean LJL, INC.

1.3. "Developer" shall mean the Declarant.

1.4. "Home-Sites" shall mean Lots.

1.5. "Lot" shall mean and refer to one of the certain tracts of real property laid out and described in the Final Subdivision above referred to, as finally approved and recorded, which is incorporated herein by reference. Notwithstanding the foregoing, Lot 40 of the Final Subdivision which is proposed to be dedicated to Mount Joy Borough Authority, shall not be considered a "Lot" and shall not be subject to the terms and conditions of this declaration.

1.6. "Member" shall mean and refer to an Owner of a Lot who resides in the single-family residence constructed on such Lot who has satisfied the requirements for membership in the Association as specified herein.

1.7. "Owner" shall mean and refer to the record owner (from time to time) (including Declarant) of the fee simple interest in a Lot and the single family residence that has been constructed thereon, excluding those having such interest merely as a security for the performance of any obligation; i.e. mortgagees or judgment holders.

1.8. "Premises" shall mean and refer to the property described in EXHIBIT "A" attached hereto and made a part hereof.

1.9. "Properties" shall mean and refer to the Lots within the Premises.

1.10. "Residence" shall mean single family residential dwelling unit constructed on a Home-Site.

1.11. "Common Area" shall mean areas within the development maintained for the use of all residents and their guests or invitees including but not limited to the bicycle path mandated to be installed as well as the park and any recreational land, street trees and landscape buffers, provided however that in the event the Borough of Mount Joy in its sole discretion agrees to accept a dedication of park and recreational land, these areas may be excluded in the future. Additionally, the Common Area shall be deemed to include storm water management facilities. The storm water management Facilities which shall be considered common areas shall include, but not be limited to, the detention basin installed upon Lot 41 of the Final Subdivision and underground piping and inlets installed upon lots 16, 17, 20, 23, 24, 33, 34, 36, 37, and 38.

ARTICLE II
PROPERTIES SUBJECT TO DECLARATION

2.1. The Properties which are, and shall be, held, transferred, sold, conveyed and occupied subject to this Declaration are more particularly described in EXHIBIT "B" attached hereto and made a part hereof.

ARTICLE III
ASSOCIATION MEMBERSHIP AND BOARD OF DIRECTORS

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

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

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

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

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

3.3. Liability of Board Members. No director of the Association shall be personally liable to any Owner, or to any other party, for any damage, loss or prejudice suffered or claimed on account of any act or omission of the Association, the Declarant, the Board of Directors, or any other representative of the Association; and the Association shall indemnify and hold harmless such director from and of all claims and demands and expenses (including reasonable counsel fees) arising by reason of any alleged wrongful act or omission. However, the provisions of the Section shall not apply to the responsibility or liability of a director pursuant to any criminal statute. In the event that this Section is amended, rescinded, repealed or altered, the provisions of this Section shall continue to apply to the wrongful acts or omissions of a director occurring prior to such amendment, rescission, repeal or alteration. Nothing contained herein shall be construed to limit the liability of the Association.

ARTICLE IV CREATION OF EASEMENT

4.1. Creation of easement to common areas and rights of ways. All Owners and their heirs, successors and assigns, as well as their guests, agents, employees and invitees shall have and are hereby granted a common right of ingress, egress and regress in and over all common areas and facilities, and to all Home-Sites within the Premises. The Association shall at all times have a perpetual easement and rights on, over and under the Premises to erect, maintain and repair all common areas and facilities, including but not limited to all storm water management facilities, as may be reasonably required for the proper functioning of such common areas and facilities and to keep the Premises in compliance with all applicable federal,

state or local statutes, ordinances or regulations, including but not limited to the Mount Joy Borough Storm Water Management Ordinance and the Storm Water Management Agreement and Declaration of Easement with the Borough of Mount Joy to which the Association is a party.

4.2. Maintenance of common areas, facilities and rights of ways. Developer shall pay all costs of maintaining the common areas, facilities and rights of ways, including snow removal, in the proportion that the land owned by the developer bears to the land owned by the Home-Site Owners (Including Developer) on a pro-rata basis determined on a one share per Home-Site basis. After Developer sells all Home-Sites that he determines to make available to sell, these areas shall be maintained by the Lot Owners exclusively through the Association.

ARTICLE V ASSESSMENTS

5.1. Lien of Assessments. Developer hereby covenants and each Owner of any Home-Site 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:

- (a) Annual assessments or charges; and
- (b) Special assessments, such assessments to be established and collected as hereinafter provided.

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

5.2. Purpose of and Authority to Levy Annual Assessments. the Annual Assessments levied by the association shall be used exclusively for:

- (a) the payment of administrative costs and expenses of the Association, as determined by the Board of Directors;
- (b) the cost of snow removal on pedestrian and vehicular common areas;

(c) the cost of maintenance of all common areas, including maintenance required to comply with the Association's obligations under the Storm Water Management Agreement and Declaration of Easement with the Borough of Mount Joy to which the Association is a party.

(d) the payment of all minor costs and expenses, other than costs and expenses deemed to be special assessments, which are approved by two-thirds (2/3) of the Members who are entitled to vote in person or by proxy.

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

(a) Capital funding of the construction of facilities improvements; and

(b) such other purposes which are approved by two-thirds (2/3) of the Members who are entitled to vote in person or by proxy.

5.4. Uniform Rate of Assessment. Annual assessments must be fixed at a uniform rate for all Home-Sites and may be collected on an annual, quarterly, or monthly basis, as shall be determined by the Board of Directors. Special Assessments must be fixed at a uniform rate for all Home-Sites. Special Assessments may be collected on an annual, quarterly, or monthly basis, as shall be determined by the Board of Directors.

5.5. Due Date. Written notice of the Annual Assessment shall be sent by the Board of Directors to every Owner subject thereto during the first quarter of each fiscal year. The due date shall be established by the Board of Directors. The Association shall, on demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

5.6. Effect of Non-Payment. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen (18%) percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his or her Lot. To further secure this obligation, the Owner of each Lot,

by the execution of a document acknowledging receipt of a copy of the Bylaws, hereby irrevocably authorizes the Prothonotary or any attorney of any court of record to appear for them at any time and confess judgment, without process, in favor of the Association for such amount as may appear to be unpaid thereon, whether due or not, together with costs and attorney's fees in the amount of five (5%) percent and to waive and release all errors which may intervene in any such proceedings and to consent to immediate execution upon such judgment, hereby ratifying and confirming all that their said attorney may do by virtue hereof.

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

ARTICLE VI
OVERRULING AGREEMENTS
REGARDING MAINTENANCE OF COMMON AREAS

6.1. Exception for Maintenance and Repair. Anything contained in this declaration to the contrary notwithstanding, any agreement regarding the general maintenance and repair of the common areas and facilities between the Owners of lots comprising fifty-one (51%) percent of the lots shall be binding upon the Association. Any costs of such agreed upon maintenance and repair shall be provided for by the Association at the uniform rate of assessment in accordance with the General or Special Assessments procedure set forth in Article V above. This provision may be amended only by affirmative vote of one hundred (100%) percent of the Members entitled to vote.

6.2 Right of Municipality to Assume Maintenance and Repair. In the event the Association shall, at any time fail to maintain the Common Area or the storm water management facilities in reasonable order and condition in accordance with the recorded final subdivision plan, the Borough of Mount Joy, hereinafter referred to as "the Municipality" may serve written notice upon the Association or upon the Owner setting forth the manner in which the Association has failed to maintain the Common Area or the storm water management facilities. Said notice shall include a demand that such deficiencies be corrected within thirty (30) days thereof and shall state the date and place of a hearing

thereon which shall be held within fourteen (14) days of the notice. At such hearing, the Municipality may modify the terms of the original notice as to the deficiencies and may give an extension of time within which the deficiencies shall be corrected. If the deficiencies set forth in the original notice or in the modification thereof shall not be corrected within thirty (30) days or any extension thereof granted by the Municipality, the Municipality, in order to preserve the taxable values of the Lots, and to prevent the Common Area or the storm water management facilities from becoming a public nuisance, shall have the legal right, but not the legal obligation, to enter upon said Common Area or upon any Lot upon which storm water management facilities are located and maintain the same for a period of one (1) year. Said maintenance by the Municipality shall not constitute a taking of said Common Area or storm water management facilities nor vest in the public any rights to use the same. Before the expiration of said year, the Municipality shall, upon its initiative or upon the request of the Association, call a public hearing upon notice to the Association or to the Owners, to be held by the Municipality, at which hearing the Association or the Owner shall show cause why such maintenance by the Municipality shall not continue for a succeeding year. If the Municipality shall determine that the Association is ready and able to maintain the Common Area and the storm water management facilities in reasonable condition, the Municipality shall cease to maintain said Common Area and storm water management facilities at the end of said year. If the Municipality shall determine that the Association is not ready and able to maintain the Common Area and the Storm water management facilities in reasonable condition, The Municipality may, in its discretion, continue to maintain said Common Area and storm water management facilities during the next succeeding year and, subject to a similar hearing and similar determination, in each year thereafter. The decision of the Municipality shall be subject to appeal to the court in the same manner and within the same time limitations as is provided for zoning appeals. In all matters set forth herein, the Municipality shall have the legal right but not the obligation to take such action as is permissible by it. The cost of such maintenance by the Municipality shall be ratably assessed against the Lots in accordance with the provisions of Article V, provided, however, any limitations upon the maximum now or hereafter imposed upon the annual assessment and the provisions for approval of special capital assessments shall not apply to assessments made by the Municipality. The assessment imposed by the Municipality shall be a lien upon the Lots affected thereby from and after the date of the assessment thereof. The remedies and procedures outlined herein are established pursuant to the current provisions of Section 705 of the Pennsylvania Municipalities Planning Code.

The Municipality shall be entitled to exercise and employ any other rights they may now or hereafter have under the provisions of the Pennsylvania Municipalities Planning Code, any future amendment to the said code, or any other applicable law.

ARTICLE VII
COVENANTS AND RESTRICTIONS

7.1. Use of Lots. All Home-Sites within the premises shall be used principally for residential purposes, with the exception of Lot #40, on which present plans call for the erection of a pumping station. The use of a portion of a dwelling, or the use of an accessory building, as an office, woodworking or craft shop or other hobby use, by the owner or tenant thereof, shall be permitted subject to applicable zoning laws and subject to such reasonable conditions as may be imposed by the Developer and so long as such use does not create regular customer or client traffic to or from the Residence. An accessory building may include a shed or an attached private garage provided the use of such accessory building does not overcrowd the site and provided further that such a building is not used for any activity normally conducted as a business. Such accessory building may not be constructed prior to the construction of the principal building without the written approval of the Developer.

7.2. General Covenant. No structure, including an accessory building, shall be erected, altered, placed or permitted to remain on any of the Home-Sites other than those which may be approved in writing by the Developer in accordance with the Architecture Design and Review provisions of this Declaration. The provisions of this covenant shall not apply to Lot #40 or any other lot containing a pumping station.

7.3 Architectural Design and Review.

7.3.1. Purpose. In order to preserve the natural beauty of the ARBOR ROSE ESTATES area and its setting, to maintain ARBOR ROSE ESTATES as a pleasant and desirable environment, to establish and preserve a harmonious design for the construction of the Residences, and to protect and promote the value of property, no existing structure shall be occupied, and no new residence, accessory building, fence or other structure shall be occupied, erected, placed or altered until the construction plans, specifications, exterior color or finish, plot plan (showing the proposed location of new buildings or structures, drives and parking areas), landscape plan, identification and specification of all materials, and construction schedule shall have been submitted to developer in satisfactory form and approved in writing as hereinafter provided. These provisions

and those hereinafter set forth in this Article shall not apply to Lot #40 upon which the pumping station shall be erected.

7.3.2. Objectives. Architectural and design review shall be directed towards attaining the following objectives for the ARBOR ROSE ESTATES land area.

(a) Preventing excessive or unsightly grading, indiscriminate earth moving or clearing of property, removal of trees and vegetation which would cause disruption of natural water courses or scar natural land forms.

(b) Insuring that the location and configuration of new structures upon the Home-Sites re visually harmonious with the existing structures and with the terrain and vegetation of the Home-Sites and surrounding land and do not unnecessarily block scenic views from new or existing structures or tend to dominate any general development or natural landscape.

(c) Insuring that the architectural design of structures and their materials and colors are visually harmonious with the ARBOR ROSE ESTATES overall appearance, history and cultural heritage, with surrounding development, with natural land forms and native vegetation, with development plans officially approved by the Developer, or any governmental or public authority for the areas in which the structures are located having jurisdiction, and are generally in conformity, as appropriate, with the Design Guidelines and Procedures and the plans approved by the Developer.

(d) Insuring that the plans for landscaping provide visually pleasing settings for existing and new structures on the Home-Sites and on adjoining or nearby lands, and blend harmoniously with the natural landscape.

(e) Insuring that any development, structure, building or landscaping complies with the provisions of these Covenants.

(f) Promoting construction, rehabilitation, restoration and preservation, along with building design and construction techniques; that respond to energy conservation and environmental quality considerations such as heat loss, air emissions and runoff water quality.

7.3.3. Approval of Plans. With the exception of Lot #40, no building, wall, fence, swimming pool, roof, exterior light or other structure or improvement of any kind shall be commenced upon any Lot, nor shall any landscaping be done, nor shall any addition to any existing buildings or alterations or changes

thereon be made until the proposed plans, specifications (including height, materials, and exterior finish), plot plan, landscape plan, and construction schedule shall have been submitted to and approved by the Developer. Such information shall have been submitted to and approved by the Developer. Such information shall be submitted to the Developer in such detail as may be specified or required from time to time by the Developer. The Developer shall notify the owner of its decision in writing. Disapproved plans and related data shall be accompanied by a reasonable statement of items found unacceptable. In the event approval of such plans neither granted nor denied within forty-five (45) days following receipt by the Developer of written request for approval, the provisions of this section shall be thereby waived. Refusal of approval of plans, location or specifications may be based by the Developer on any ground which is consistent with the objectives of these Covenants, including purely aesthetic considerations, so long as such ground is not arbitrary and capricious.

7.4. Construction. All Owners of residences, during the continuance of construction, shall require the contractor to maintain their Home-Site in a reasonably clean and uncluttered condition. Job sites should be kept clean and orderly on a daily basis and mud-free access to public roads must be maintained. All mud and debris shall be cleaned or removed from the public roads on a daily basis. Upon completion of construction, the Owner of the Residence shall cause the contractor to immediately remove all equipment, tools and construction materials from the Home-Site. Any damage to roads, bike paths, or property owned by others, if caused by an Owner or Owner's contractors, shall be repaired at the Owner's expense.

7.5. Service Items. Each Owner of a Residence shall provide visual screening of garbage receptacles, fuel tanks or similar storage receptacles. Gas and electric meters, air conditioning equipment, clothes lines, and other unsightly objects must be placed or stored in order to conceal them from view from the road and adjacent properties. Plans for such visually screened areas delineating size, design, texture, appearance and location must be approved by the Developer prior to construction.

7.6. Mailboxes and Signage. The use of any sign, including those for the purpose of identification or renting of property, is prohibited. "For Sale" signs are permitted if the sign is approved by the Developer. All such signs shall be of the same general size. Only one such sign will be allowed on each Home-Site, except that a Home-Site which faces more than one street may have a sign placed along each street. During construction, a

sign approved by the Developer may be placed on the Home-Site identifying the architect and the general contractor. Home-Sites shall be identified only by the graphics included on the mailbox or as approved by the Developer. Owners' names and house names shall not be placed on the front of homes or on signs placed on Home-Sites. Signs erected by Developer, or its agent, advertising properties for sale shall be permitted.

7.7. Other Building and Vehicles. No guest cottages, in-law quarters, mobile homes, trailers, tents, or other similar out buildings or structures shall be placed on any of the Home-Sites at any time, either temporarily or permanently, without prior approval from the Developer. No boats, boat trailers, campers, motorcycles, motor bikes, recreation vehicles, trucks, or utility trailers may be visibly maintained without prior written approval of the Developer and subject to such conditions as may be imposed by the Developer.

7.8. Unightly Conditions. It shall be the responsibility of each property Owner and occupant thereof to prevent the accumulation of litter, trash, or rubbish or the development of any unclean, unsightly or unkempt condition of buildings or grounds on Home-Sites either before, during or after construction, or to permit accumulations which shall tend to substantially decrease the beauty of the community as a whole or the specific area. In addition all provisions relating to such conditions as contained in any Mount Joy Borough Ordinance shall be enforced.

7.9. Lights. The design and location of all exterior lighting fixtures shall be subject to the approval of the Developer. Neither these nor any other illumination devices, including but not limited to, Christmas ornaments, located anywhere on the structures or grounds of the Home-Sites shall be located, directed, or of such intensity to affect adversely the nighttime environment of any adjacent property.

7.10. Animals. No animals, fowls, or other livestock shall be kept or maintained on any Home-Site except domestic house pets, nor shall such domestic house pets be kept, bred or maintained for commercial, or business use purposes. Wildlife conservation shall be observed.

7.11. Repairs and Hazards. Any building or other improvement on the Home-Sites that is destroyed partially or totally by fire, storm or any other means shall be repaired or demolished within a reasonable period of time, and the land restored to an orderly and attractive condition. No part or parts of any land within ARBOR ROSE ESTATES shall be used by any

property Owner in such manner which would increase the hazard of fire on any other part or parts of ARBOR ROSE ESTATES or any adjoining property.

7.12. Antennas. No television antenna, radio receiver or sender or other similar device shall be attached to or installed on the exterior portion of property comprising the Residences; no radio, television signals, or any other form of electromagnetic radiation shall be permitted to originate from any of the residences which may unreasonably interfere with the reception of television or radio signals upon any other of such Residences, except as follows:

(a) The provision of this section shall not prohibit the Owner from installing equipment necessary for a master antenna system, security system, cable television and mobile radio systems or other similar systems within a Residence; provided however, that the exterior appearance of anything installed hereunder shall be subject to screening and such other considerations for aesthetics as may be determined by the Developer.

(b) Should cable television services be unavailable and good television reception not be otherwise available, a property Owner may make written application to the Developer for permission to install a television antenna, or satellite dish, and such permission shall not be unreasonably withheld, provided however, that the exterior appearance of anything installed hereunder shall be subject to screening, location and such other considerations for aesthetics as may be determined by the Developer.

7.13. Sound Devices. No exterior speaker, horn, whistle, bell or other sound device which is unreasonably loud or annoying, except security devices used exclusively for security purposes, shall be located, used or placed upon Residences. The playing of loud music which can be heard elsewhere from any of the Residences shall be noxious offensive behavior constituting a nuisance.

7.14 Landscaping. Every property owner is responsible for preventing the development of any unclean, unsightly or unkempt conditions of buildings or yards which shall reduce the beauty of the neighborhood as a whole or the specific area. In formal landscaped areas, bed and lawn areas must be maintained. In natural areas, weed growth must be controlled as prescribed by Developer. Any proposed changes in landscaping such as fences, fountains, lighting, game structures, drives, walks, landscape structures and statuaries must be approved by the Developer.

7.15. Swimming Pools/Garden Pools. Location, design, and setback of Swimming/Garden Pools must be approved by the Developer and be in strict compliance with applicable Mount Joy Borough Ordinances including but not limited to the Mount Joy Borough Zoning Ordinance and Building Code.

7.16. Swimming Pool/Fencing/Gate Requirements. Every outdoor swimming pool or garden pool shall be completely surrounded by a fence or wall not less than four feet in height, which shall be so constructed as not to have openings, holes, or gaps larger than six inches in any dimension; and if a picket is erected or maintained, the horizontal or vertical dimension of space between pickets shall not exceed six inches. A dwelling house or accessory building may be used as part of such enclosure. All gates or doors opening through such enclosure shall be equipped with a self-closing and self-latching device for keeping the gate or door securely closed at all times when not in actual use, except that the door of any dwelling which forms a part of the enclosure need not be so equipped. No above ground pools will be permitted on any site.

7.17. Service Wires. All telephone wires and lines and all other service wires of any kind shall be placed underground throughout.

7.18. Storage of Boats and Trailers. All boats and/or trailers shall be stored indoors. The storage of boats and/or trailers outdoors is prohibited.

7.19. No Further Subdivision. No further subdivision of any Lot shall be allowed.

ARTICLE VIII ENVIRONMENTAL CONTROLS

8.1 Topography and Vegetation. Topographic and vegetation characteristics of the Home-Sites shall not be altered by removal, reduction, cutting, excavation or any other means without the prior written approval of the Developer. The alteration of storm water management facilities which have been installed upon individual lots is prohibited. Written approval will be granted for the minimum amount of earth movement and vegetation reduction required in plans and specifications approved pursuant to the provisions of this Declaration.

8.2. Tree Removal. No trees or bushes may be removed without the written approval of the Developer. Approval for the removal of trees located within ten (10) feet of the main dwelling or accessory building or within ten (10) feet of the

approved site for such building will be granted unless such removal will substantially decrease the beauty of the Home-Site. The Developer reserves the right to require that the property owner have specimen trees preserved and require that property owner's sit planning provide for their retention. Preservation safeguards may be required by the Developer for the protection of trees or bushes during periods of construction.

8.3. Natural Areas. In connection with the approval of Residence location on Home-Sites and of landscaping plans, Developer may specify certain areas of lots as Natural Areas. Such areas shall be maintained as meadow land, wild flower areas or woods.

ARTICLE IX
GENERAL PROVISIONS

9.1. Standard of Reasonableness. The rights reserved unto the Developer in this section shall not be unreasonably employed and shall be used only where necessary to effect the stated intents and purposes of this Declaration.

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

9.3. Covenants Running with the Land; Duration and Amendment. These covenants set forth in this Declaration or in any amendment to this Declaration shall be binding on all persons claiming under them in perpetuity. This Declaration may be amended by an instrument signed by not less than seventy-five (75%) percent of the Lot Owners. An amendment shall not be effective unless recorded in the Office of the Recorder of Deeds of Lancaster County, Pennsylvania. Notwithstanding the foregoing, no amendment to the Declaration may limit the rights granted to Mount Joy Borough without the written consent of the said Borough.

9.4. Severability. Invalidation of any one of these covenants by judgment or court order shall in no way affect any

Memorandum

October 18, 2000

To: Arbor Rose Estates homeowners
From: L.J.L., Inc., developers for Arbor Rose Estates
Re: Shed approval guidelines

It has recently come to the attention of the developer of Arbor Rose Estates, L.J.L., Inc., that some homeowners wish to have a storage shed located on their property. Please be advised that as the topic of a shed is considered, the developer remains committed to have Arbor Rose Estates stand out in the area as a distinctive community that protects the financial investment of all homeowners.

While the developer discourages storage sheds within the development, they are also sensitive to a family's individual needs. As a measure to protect all homeowners, the developer provides the following guidelines for approval of a storage shed. In an effort to control shed sizes and uniformity, two sizes of sheds will be permitted, 10' x 8' or 12' x 10'. These sheds must adhere to the following:

- A plot plan depicting the location and construction of the shed, must be approved by the developer prior to construction/placement.
- All sheds must be placed on the ground. No sheds are permitted to sit on blocks or raised decks.
- All shed roofs must be shingled with the same style of roof shingles currently on the house.
- All siding must be of the same color as the house siding.
- All doors and shutters must be of the same color as the house doors and shutters.
- All window trim must be of the same color as the house window trim.
- All sheds must be maintained by the homeowner.
- Due to the variation of house styles and lot configurations, the approval of shed locations will be reviewed by the developer on an individual basis.

CC: Frank Provanzo, JayScot Builders
John May, Esquire

