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THE VILLAGES OF CREEKSIDE  
PLANNED RESIDENTIAL DEVELOPMENT  
DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION, made this 25th day of March, 1991,  
by Oaklea Corporation, hereinafter called "Developer", of The Villages of  
Creekside Planned Residential Development, hereinafter called "Villages of  
Creekside", located in North Cornwall Township, Lebanon County,  
Pennsylvania;

W I T N E S S E T H:

WHEREAS, Developer is the owner of the real property described  
in Article II of this Declaration and desires to create hereon a residential  
community with permanent parks, recreation areas and facilities, open  
spaces, and other common facilities for the benefit of the said community;  
and

WHEREAS, Developer desires to provide for the preservation of  
the values and amenities in said community and for the maintenance of said  
parks, playgrounds, open spaces and other common facilities; and, to this  
end, desires to subject the real property described in Article II together  
with such additions as may hereafter be made thereto (as provided in Article  
II) to the covenants, restrictions, easements, charges and liens, hereinaf-  
ter set forth, each and all of which is and are for the benefit of said  
property and each owner thereof; and

WHEREAS, Developer has deemed it desirable, for the efficient  
preservation of the values and amenities in said community, to create an  
agency to which should be delegated and assigned the powers of maintaining  
and administering the community properties and facilities and administering  
and enforcing the covenants and restrictions and collecting and disbursing  
the assessments and charges hereinafter created; and

RECORDED  
RUSSELL K. BIGH  
RECORDER LEBANON COUNTY  
MAR 27 3 25 PM '91

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WHEREAS, Developer has incorporated under the laws of the Commonwealth of Pennsylvania, as a non-profit corporation, THE VILLAGES OF CREEKSIDE HOMEOWNERS ASSOCIATION, for the purpose of exercising the functions aforesaid:

NOW THEREFORE, Developer declares that the real property described in Article II, and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements charges and liens (sometimes referred to as "Covenants and Restrictions") hereinafter set forth.

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ARTICLE I  
DEFINITIONS

SECTION 1.01. The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Area of Common Responsibility" shall mean and refer to the Common Area, together with those areas, if any, which by contract with any residential association, or with any school district or other local governmental authority become the responsibility of the Association. In addition, the office of any property manager employed by or contracting with the Association and located on the Properties shall be part of the Area of Common Responsibility.

(b) "Association" shall mean and refer to the Villages of Creekside Homeowners Association, Inc.

(c) "Board of Directors" shall mean the Board of Directors of the Association.

(d) "Common Area" shall mean and refer to those areas of land shown on any recorded subdivision plat of The Properties and intended to be devoted to the common use and enjoyment of the owners of The Properties, and may include, the land and improvements for streets, easements, parks, recreation areas and facilities, pedestrianways, drainageways, stormwater facilities, and any buildings, structures or appurtenances incident thereof.

(e) "Developer" shall mean and refer to Oaklea Corporation, a corporation.

(f) "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of The Properties with the exception of Common Properties and heretofore defined.

(g) "Member" shall mean and refer to all those Owners who are members of the Association as provided in Section 3.01 hereof.

(h) "Owner" shall mean and refer to one or more persons or entities who hold the record title to any Residential Unit which is part of The Properties, but excluding in all cases any party holding an interest

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merely as security for the performance of an obligation. If a Residential Unit is sold under a recorded contract of sale, the purchaser (rather than the fee Owner) will be considered the Owner. The Board of Directors may promulgate reasonable regulations conditioning such use upon registration of the names of tenants with the Association.

(i) "Parcel" shall mean and refer to separately designated, developed residential areas comprised of various types of housing initially or by amendment made subject to this Declaration; including patio dwellings, single family attached or detached dwellings. In the absence of specific designation of separate Parcel status, all Properties made subject to this Declaration shall be considered a part of the same Parcel; provided, however, the Declarant may designate in any subsequent amendment adding property to the terms and conditions of this Declaration that such Properties shall constitute a separate Parcel or Parcels, and by a two-thirds (2/3) vote, the Board of Directors may designate Parcel status to any area so requesting.

(j) "Parcel Assessments" shall mean assessments for common expenses provided for herein or by any subsequent Amendment which shall be used for the purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Owners and occupants of the Residential Units against which the specific Parcel Assessment is levied and of maintaining The Properties within a given Parcel, all as may be specifically authorized from time to time by the Board of Directors and as more particularly authorized below.

The Parcel Assessment shall be levied equitably against the Owners of Residential Units/land in a Parcel benefited by the assessment for such purposes that are authorized by this Declaration or by the Board of Directors from time to time, provided that in the event of assessments for exterior maintenance of dwellings, or insurance on dwellings, or replacement reserves which pertain to particular dwellings (pursuant to an amendment to this Declaration), such assessments (that are for the use and benefit or particular lots/units) shall be levied upon a pro rata basis among benefited Owners.

(k) "Patio Dwelling" shall mean shall mean a single family detached dwelling which shall have one side yard and the other side

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of the dwelling shall be located on the lot line with no side yard. Patio dwellings are designed for location on such zero lot line parcels.

(l) "Planned Residential Development" shall mean the Villages of Creekside Planned Residential Development.

(m) "Residential Unit" or "Unit" shall mean a portion of The Properties intended for any type of independent ownership for use and occupancy as a residence by a single family and shall, unless otherwise specified, include within its meaning patio or zero lot line homes, and single family houses on separately platted lots, as may be developed, used and defined as herein provided or as provided in subsequent Amendments covering all or a part of The Properties.

For the purposes of this Declaration, a Residential Unit shall come into existence when initially occupied.

(n) "Single Family Detached Dwelling" shall mean a building used by one family, having only one dwelling unit and two side yards, or one dwelling unit and one side yard and one zero lot line so long as the dwelling is not attached to another dwelling.

(o) "The Properties" shall mean and refer to all such existing properties, and additions thereto, as are subject to this Declaration or any Supplemental Declaration under the provisions of Article II, hereof.

(p) "Township" Shall mean the Township of North Cornwall, Lebanon County, Pennsylvania.

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ARTICLE II  
PROPERTY SUBJECT TO THIS DECLARATION:  
ADDITIONS THERETO

SECTION 2.01. Existing Property. The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration is known as the Villages of Creekside Planned Residential Development and is more fully described in Exhibit "A" attached hereto and made a part hereof by reference. Said real property is herein designated Parcel I and shall be hereinafter sometimes referred to as "existing property".

SECTION 2.02. Restrictions for Use and Development.  
The properties shall be subject to the following restrictions:

(a) No Residential Unit shall be used for any purpose other than a private dwelling for the Owner or Owners and his, her or their immediate family, or the functional equivalent of a family, or by a person's or persons' immediate family to whom the Owner has leased the Residential Unit.

(b) No professional business or home occupation of any nature shall be permitted, even if accessory to the main residential use of the Residential Unit.

(c) No Owner nor an occupant of any unit shall permit or suffer anything to be done or kept upon the Lot which will interfere with the rights of the other Owners or the other Owners' enjoyment of their Residential Unit or Lot or in any way act to decrease the value of the other Owners' Residential Unit or Lot, annoy them with unreasonable noises or otherwise, nor will any Owner or occupant of any Unit commit or permit any nuisance or commit or suffer any immoral or illegal act to be committed in or on the Lot or Unit, or both.

(d) Each Owner shall maintain his, her or their Unit in good condition, order and repair at the Owner's expense.

(e) No Owner shall paint any exterior portion of the Unit, including, but not limited to, windows, shutters, doors, fences, lightposts, light fixtures, mailboxes, eaves, soffit, trim and siding, except in the

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original color, without the prior written approval of the Board of Directors of the Association.

(f) No Owner or any occupant of any Unit shall display, hang, store or use any sign or articles whatsoever outside the Unit or affix any sign in any window which would be visible from the outside.

(g) Drapes, curtains or shades shall be permitted in accordance with Rules and Regulations established by the Board of Directors of the Association. Newspapers, sheets or temporary window coverings of any kind are not permitted.

(h) No Owner may paint, decorate or otherwise alter or modify in any way the exterior of the Unit, or install outside his, her or their Unit any canopy, awning, cover, radio or television antenna, or other structure or addition of any kind whatsoever without the prior written approval of the Board of Directors of the Association.

(i) Trash, garbage or other waste, pending removal, shall be stored in designated areas, and shall be placed at the curb line for removal in accordance with the municipal schedule.

(j) No article or personal property belonging to any Owner or otherwise shall be stored in the Common Property, except automobiles or vehicles may be parked in the designated parking spaces.

(k) The yards and Common Area shall be used only for the furnishing of services and facilities for which they are reasonable suited and which are incident to the use and occupancy of the Unit. Owners or occupants of Units shall not place or cause to be placed in the yards public walkways, parking lots or Common Areas, any furniture, packages or objects of any kind.

(l) No overnight trucks, trailers, mobile homes, boats, recreational vehicles, or vehicles that are unlicensed or inoperable shall be parked by the Owners or occupants of any of the Units or their guests on Lots or Common Property except in closed garages.

(m) Animals, livestock or poultry, excepting household pets, shall not be raised, bred or kept in any Unit. Household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose and shall at all times be on a leash or have some other appropriate means of control and be accompanied by the Unit Owner, or by a member of his fami-

ly, or by a custodian designated by the Unit Owner when out of doors or when in any Common Area. In such cases, the pet custodian shall be equipped with a suitable container and pooper scooper to remove all droppings or litter deposited on the Common Areas or in the yard in case of lots that have yard areas that are separately deeded to Unit Owners. Should there be a question as to what constitutes a household pet or whether a pet is creating an unacceptable situation, the Board of Directors shall make such determinations and may require removal of any household pet.

(n) No signs, other than "For Sale" or "For Lease" signs having an area of less than three (3) square feet, shall be erected or maintained on any Lot.

(o) No Owner or occupant shall erect, install, paint, or maintain any fence in the front or rear yards of a Lot or along the boundary lines of a Lot, except as originally installed by Developer, unless approved by the Board of Directors. Further, no hedges or shrubs shall be planted along the Lot boundary of the front, side or rear yards of any Unit without the approval of the Board of Directors of the Association. Hedges, shrubs or other plants may be planted within eight (8) feet of the front or rear of any Unit with the approval of the Board of Directors.

(p) The Board of Directors may from time to time promulgate rules and regulations, not in conflict with the provisions of this Declaration, concerning the use and enjoyment of the common property, subject to the right of the Members to change such Board rules and regulations.

(q) By virtue of taking title to a Lot subject to the terms of this Declaration, each Owner covenants and agrees with all the other Owners and the Association that they shall carry all-risk casualty insurance on the Lots and the structures thereon as provided for in this instrument. Each Owner shall furnish evidence of insurance to the Association, and in the absence of such evidence, the Association may purchase the required insurance and assess the cost of the same to the Owner. Each individual Owner further covenants that and agrees that in the event of a partial loss or damage and destruction resulting in less than total destruction, the individual Unit Owner shall proceed promptly to repair or reconstruct the damaged structure in a manner consistent with the original construction.



(r) Nothing herein shall be construed to in any way limit, impede or restrict Developer's exclusive right to develop, build or sell homes or lots, including, but not limited to: access to and use of all unsold lots and all common areas for sale, marketing, construction and promotional purposes; operating on-site sales offices and model homes; and erecting and maintaining sales and directional signs.

SECTION 2.03. Addition to Existing Property and Supplemental Declarations Affecting Existing Property Owners. Additional lands may become subject to this Declaration in the following manner:

(a) Additions in Accordance with Tentative Development and Staging Plan. The Developer, its successors and assigns, shall have the right to bring within the scheme of this Declaration additional properties in future Stages of the Development.

It is the intent of the Developer under this Declaration to add future stages over a period of years as development work progresses as outlined on a Tentative Development Plan which defines the proposed additions to the Existing Property.

Unless otherwise stated therein, said Tentative Development Plan shall not bind the Developer, its successors and assigns, to make the proposed additions or to adhere to the Plan in any subsequent development of the land shown thereon.

The additions authorized under this and the succeeding subsection, shall be made by filing of record a Final Subdivision and Land Development Plan for each Stage and Supplementary Declaration of Covenants and Restrictions with respect to the additional property.

Such Supplementary Declarations may contain such complimentary additions and modifications of the Covenants and Restrictions contained in this declaration as the Developer may deem necessary to reflect the different character of the use to which the additional properties will be put. Such Supplementary Declarations may affect the Covenants and Restrictions applicable to previously created Lots.

(b) Other Additions. Upon approval in writing of the Association pursuant to a vote of its members as provided in its Articles of Incorporation, the Owner of any property who desires to add it to the scheme of this Declaration and to subject it to the jurisdiction of the

Association, may file or record a Supplementary Declaration of Covenants and Restrictions, as described in subsection (a) hereof.

(c) Mergers. Upon a merger or consolidation of the Association with another association its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the Existing Property together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration within the Existing Property except as hereinafter provided.

SECTION 2.04. Median Strip, Street Island and Storm Water Easement Maintenance. The Association shall be responsible for maintenance of the median divider separating the two paved portions of the Creekside Drive through the Planned Residential Development and any street islands or dividers, regardless of ownership of the land or right-of-way. Such median area and street islands shall be construed to be part of the "Common Area" for purposes of maintenance and assessments hereunder. Common areas shall be properly maintained and all vegetation and landscaped areas will be maintained in an attractive manner, including, where appropriate, mowing, trimming, mulching and replacement of dead or diseased trees and plants.

The Association shall also be responsible for maintaining storm water retention facilities and storm water easements and facilities not located within any street right-of-way; except that storm water swales shall be maintained by the Association, regardless of location.

ARTICLE III  
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

SECTION 3.01. Membership. Every person or entity who is a record Owner of a fee or undivided fee interest in any Lot (or Residential Unit) which is subject by the covenants of record to assessment by the Association shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member. If a Lot or Unit is owned by more than one individual, the Owners must file a written statement in advance designating one person as a voting delegate.

SECTION 3.02. Voting Rights. The Association shall have two classes of voting membership:

Class A. Class A members shall be all those Owners as defined in Section 3.01 with the exception of the Developer. Class A members shall be entitled to one vote for each Lot (or Residential Unit) in which they hold the interests required for membership by Section 3.01. When more than one person holds such interest or interests in any Lot (or Residential Unit) all such persons shall be members, and the vote for such Lot (or Residential Unit) shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot (or Residential Unit).

Class B. Class B members shall be the Developer, and any successors and assigns of the Developer who takes title for the purpose of development and sale and who is designated as such in a recorded instrument. The Class "B" member shall originally be entitled to 354 votes; this number shall be decreased by one (1) vote for each Class A member existing at any one time. The Class B member shall terminate and be converted to Class "A" membership upon the happening of the earlier of the following:

(a) When the total Class A votes equal or exceed the total number of Class B votes.

(b) Twenty (20) years from the date hereof.

(c) The Developer, or any successor named by the Developer and specifically given the right by it so to do in a written instrument decides to terminate the Class B membership. "

From and after the happening of these events, whichever occurs earlier, the Class B member shall be deemed to be a Class A member entitled to one vote for each Lot (or Residential Unit) in which it holds the interests required for membership under Section 3.01.

For the purposes of determining the votes allowed under this Section, when Residential units are counted, the Lot or Lots upon which such Residential Units are situated shall not be counted.

ARTICLE IV  
PROPERTY RIGHTS IN THE COMMON AREA

SECTION 4.01. *Members' Easements of Enjoyment.* Subject to the provisions of Section 4.03, every Member shall have a right and easement of enjoyment in and to the Common Areas and such easement shall be appurtenant to and shall pass with the title or lease to every lot (or Residential Unit).

SECTION 4.02. *Title to Common Properties.* The Developer shall retain the legal title to the Common Areas until such time as improvements are completed thereon, and until at least seventy-five percent (75%) of the Lots in the specific approved final phase of the Planned Residential Development have been sold; provided however that the title may be transferred without compliance with the foregoing if agreed to by the Association and the Township. Notwithstanding any provision herein, the Developer hereby covenants, for itself, its successors and assigns, that it shall convey the Common Areas as follows:

(a) Rights-of-way and easements for streets, water and sanitary sewers with completed improvements in place, shall be dedicated to the Township or a municipality authority serving the Township, as appropriate.

(b) The title to common open space for parks, recreation, storm drainageways and storm water management facilities and other common facilities with improvements in place shall be transferred to the Association. The Association shall have or hire adequate staff to administer common facilities and maintain the common open space.

(c) Easements for electric, telephone, television and other utility services, shall be provided to the respective operating companies.

SECTION 4.03. *Extent of Members Easements.* The rights and easements of enjoyment created hereby shall be subject to the following:

(a) the right of the Developer and of the Association to borrow money for the purpose of improving the Common Areas. The Association shall not have the right to give any Lender a Lien on the Common Ar-

ees, but the Association shall have the right to pledge its right to collect the proceeds of assessments from Unit Owners and Lot Owners to Lenders.

(b) the right of the Association to take such steps as are reasonably necessary to protect the above-described properties against foreclosure; and

(c) the right of the Association, as provided in its Bylaws, to suspend the enjoyment rights of any Member and/or tenant thereof for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any and each infraction of its published rules and regulations; and

(d) the right of the Association to charge reasonable admission and other fees for the use of the Common Areas; and

(e) the right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such dedication or transfer, determination as to the purposes or as to the conditions thereof, shall be effective without written consent of the Developer so long as the Developer owns at least one Lot or Unit, and when no Developer ownership exists, until an instrument signed by Members entitled to cast two-thirds (2/3) of the votes of each class of membership has been recorded, agreeing to such dedication, transfer, purpose or condition, and unless written notice of the proposed agreement and action thereunder is sent to every Member at least ninety (90) days in advance of any action taken. It is herein understood that no such public agency or authority is obligated to accept any such dedication or transfer; and

(f) In the event that the Association or the Developer shall, at any time, fail to maintain the Area of Common Responsibility under its jurisdiction in reasonable order and condition in accordance with the development plan, the Township may serve written notice on the Association or the Owners setting forth the manner in which the Association has failed to maintain the Areas of Common Responsibility in reasonable condition; and said notice shall include a demand that such deficiencies of maintenance be cured 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 Township may modify the terms of the original notice as to the deficiencies and may give an extension of time within which they shall be cured. If the deficiencies set forth in the original notice or the modifications thereof shall not be cured within said thirty (30) days or any extension thereof, the Township, in order to preserve the taxable values of the properties within The Properties and prevent the Areas of Common Responsibility from becoming a public nuisance, may enter upon said Areas and maintain the same for a period of one year. Said entry and maintenance shall not vest in the public any rights to use the Common Areas except when the same is voluntarily dedicated to the public by the residents and Owners. Before the expiration of said year, the Township shall, upon its initiative or upon the request of the Association call a public hearing upon notice to the Association and Owners to be held by the Township, at which hearing such Association and Owners shall show cause why such maintenance by the Township shall not, at the election of the Township, continue for a succeeding year. If the Township shall determine that the Association is ready and able to maintain said Areas of Common Responsibility in a reasonable condition, the Township shall cease to maintain said Areas at the end of said year. If the Township shall determine the Association is not ready and able to maintain said Areas of Common Responsibility in a reasonable condition, the Township may, at its discretion, continue to maintain said Areas during the next succeeding year and, subject to a similar hearing and determination, in each year thereafter. The decision of the Township in any such case shall constitute a final administrative decision subject to judicial review.

The cost of such maintenance by the Township shall be assessed ratably against the properties within The Properties that have a right of enjoyment of the Common Areas and shall become a tax lien on said properties. Said assessments or charges shall be subordinate in lien to the lien of any first mortgage on the property which is subject to such assessments or charges, provided said lien was recorded prior to the recordation of a lien for assessments. Nothing herein shall be held to affect the rights herein given to enforce the collection of such assessments or charges accruing after sale under foreclosure of such mortgage; and provided, further, that such charges accruing after sale shall not be subordinate in lien

to the lien of any further first mortgage which is placed on property subject to such assessments or charges, with the intent that such charges shall be prior in lien of any first mortgage on such property only if recorded prior to said mortgage. The Township, at the time of entering on said common open space for the purpose of maintenance, shall file a notice of such lien in the office of the Prothonotary of Lebanon County on the properties affected by such lien within the Planned Residential Development.

SECTION 4.04. Developer and Association Easements. The Developer or the Association, through their duly authorized agents, employees or contractors, shall have the right, after reasonable notice to the Owner, to enter upon any Lot at reasonable hours, or in the case of emergency, at any time without notice, for the purpose of maintenance, construction, or repair of Common Property or for performance of its duties. In such event, the Association or the Developer shall indemnify the Owner for any damage or injury to the easement areas caused by the use thereof or access to perform maintenance, construction or repair.

SECTION 4.05. Additional Easements. The Developer (during any period in which the Developer has any ownership interest in The Properties) and the Association shall each have the right to grant additional easements to those areas shown on the Planned Residential Development recorded plans as the Developer or the Association deem necessary or desirable for the operation and maintenance of The Properties, or for any portion thereof, or for the purpose of carrying out any provisions of this Declaration; provided that such easements will not unreasonably interfere with the use of the Lots for dwelling purposes.



ARTICLE V  
COVENANT FOR MAINTENANCE ASSESSMENTS

SECTION 5.01. Creation of the Lien and Personal Obligation of Assessments. The Developer for each completed Residential Unit owned by it within The Properties hereby covenants and each Owner of any completed Residential Unit by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, 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. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. Any outstanding assessments shall also be the obligation of any future purchaser of any Unit or Lot.

SECTION 5.02. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in The Properties 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 Common Areas including, but not limited to, the payment of taxes and insurance thereon and repair, replacement and additions thereto, and for the cost of labor, equipment, materials, managements and supervisions thereof.

SECTION 5.03. Basis of Annual Assessments. The Association, through its Board of Directors, shall fix the annual assessment per residential unit based upon the estimated cost of carrying out the responsibilities of the Association. There shall be annual assessment as follows:

(a) General assessments applicable to all record Owners of lots upon which are constructed single-family Dwellings. Said properties shall be assessable for the following purposes only.

(1) The lawns and planting as outlined on the Final Subdivision Plans under the title of Common Open Space.

(2) The sidewalks and pedestrianways in the public rights-of-way easements and in common open space as outlined on the Final Subdivision Plans.

(3) Outdoor lighting in public rights-of-way and on Common Areas.

(4) Essential improvements such as drives, boulevard median strips, sanitary sewers, water lines, fire hydrants, storm sewers, drainageways, and storm water management facilities, fences, signs and other facilities essential for the use and maintenance of Areas of Common Responsibility.

(5) Recreation facilities such as swimming pools, tennis courts, playground equipment, picnic facilities and any structures or appurtenances related thereto.

(6) Liability and Property Damage Insurance relating to the aforementioned Common Areas.

(7) Capital Reserves as deemed necessary for replacement of the aforementioned Common Areas.

(8) Real estate and other taxes levied on Common Areas.

(9) Trash Collection Service.

(10) Management Services and attorney fees.

SECTION 5.04. Special Assessments for Capital Improvements and Personal Assessments. In addition to the annual assessments authorized by Section 5.03 hereof, 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 or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Areas, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of fifty-one percent of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this

purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

At the option of the Association, the Association may agree to provide maintenance services to individual lots. Such services shall only be provided by written agreement between the Lot owner and the Association, shall be for a term of one year, shall provide for pre-payment of estimated expenses on a monthly basis, with annual adjustment to reflect actual cost over the one year term, and such other terms as may be agreed to by the parties. The charges for such Lot maintenance shall be a personal assessment and shall be subject to collection procedures for assessments generally set forth in the Covenants and By-Laws.

SECTION 5.05. Quorum for Any Action Authorized Under Section 5.04. The quorum required for any action authorized by Section 5.04 hereof shall be as follows:

At the first meeting called, as provided in Section 5.04 hereof, the presence at the meeting of Members, or of proxies, entitled to cast fifty (50) percent of all the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Section 5.04 and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than ten (10) days following the preceding meeting.

SECTION 5.06. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence on the date (which shall be the first day of a month) fixed by the Board of Directors of the Association to be the date of commencement.

The first annual assessments shall be made for the balance of the calendar year and shall be come due and payable on the day fixed for commencement. The assessments for any year, after the first year, shall become due and payable on the first day of March of said year.

The amount of the annual assessment which may be levied for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the annual assessment provided for in Section 5.03 hereof as the remaining number of months in that year bear to

twelve. The same reduction in the amount of the assessment shall apply to the first assessment levied against any property which is hereafter added to the properties now subject to assessment at a time other than the beginning of any assessment period.

The Board of Directors may provide that the annual assessment may be paid in monthly installments.

The due date of any special or personal assessment under Section 5.04 hereof shall be fixed in the resolution authorizing such assessment.

SECTION 5.07. Duties of the Board of Directors. The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each Lot or Residential Unit for each assessment period of at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner.

Written notice of the assessment shall thereupon be sent to every Owner subject thereto.

The Association shall upon fifteen (15) days' written notice at any time furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

SECTION 5.08. Effect of Non-Payment of Assessment: The Personal Obligation of the Owner: The Lien: Remedies of Association. If the assessments are not paid on the date when due (being the dates specified in Section 5.07 hereof), then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, designees, personal representatives, successors and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of

delinquency at the rate of eighteen (18) percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the Court together with the costs of the action.

SECTION 5.09. Subordination of the Lien to Mortgages.

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

SECTION 5.10. Exempt Property. The following property

subject to this Declaration shall be exempted from the assessments, charge and lien created herein: (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the Township or its agencies and devoted to public use; (b) all Common Areas as defined in Section 1.01, hereof; (c) all properties exempted from taxation by the laws of the Commonwealth of Pennsylvania, upon the terms and to the extent of such legal exemption. Notwithstanding any provisions herein, no completed living unit devoted to dwelling use shall be exempt from said assessment, charges or liens.

SECTION 5.11. Common Area Maintenance. Maintenance

for Common Areas and the areas of common responsibility that benefit both the Owner of completed Residential Units and the Owner of underdeveloped land within the Planned Residential Development shall be borne equitably by the Owner of the completed residential units and the Owners of the undeveloped land who benefit from the maintenance of the Common Areas and the areas of common responsibility.

ARTICLE VI  
EASEMENTS OF ENCROACHMENTS AND RIGHTS OF ACCESS

SECTION 6.01.      Easements of Encroachment.      There shall be reciprocal appurtenant easements of encroachment as between each Residential Unit and such portion or portions of the Common Area adjacent thereto or as between adjacent Residential Units or Lots due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed, or altered thereon (in accordance with the terms of these restrictions) to a distance of not more than five (5) feet, as measured from any point on the common boundary between each Residential Unit or Lot and the adjacent portion of the Common Area or as between said adjacent Residential Units or Lots, as the case may be, along a line perpendicular to such boundary at such point; provided, however, in no event shall an easement for encroachment exist if such encroachment occurred due to willful conduct on the part of an Owner, tenant, or the Association.

SECTION 6.02.      Rights of Access.      The Developer and the Association shall have a right of access to any Lot or easement for the purpose of maintenance of any facility intended for common use and enjoyment. The Township shall also have a right of access to any easements for maintenance or protection of Township facilities or rights-of-way.

ARTICLE VII  
ARCHITECTURAL CONTROL COMMITTEE

SECTION 7.01. Review by Committee. No building, fence, wall or other structure shall be commenced, erected or maintained upon The Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fail to approve or disapprove such design and location within sixty (60) days after said plans and specifications have been submitted to it, or in any event, if no suit to enforce the provisions of this section have been commenced within 60 days of the completion of any addition, alteration or change, prior approval will not be required and this Article will be deemed to have been fully complied with. The Architectural Control Committee shall have no authority or jurisdiction over the initial development work of the Developer or Developer's designee in this or any subsequent Stage outlined on the tentative Development Plan.

ARTICLE VIII  
EXTERIOR MAINTENANCE

SECTION 8.01. Exterior Maintenance of Units or Lots.

Unit Owners and Lot Owners shall be responsible for exterior maintenance of dwellings. The Association may, but is not obligated to, enter into agreements with any Unit Owner or Lot Owner for exterior maintenance of dwellings or lots, landscaping maintenance and snow removal. Any charges for such maintenance shall be payable in such amounts and at such times as may be agreed upon. Amounts due and payable under such agreements may be collected as assessments under Article V hereof.

SECTION 8.02. Exterior Maintenance of Common Areas.

The Association shall be responsible for maintenance of Common Areas, including storm water facilities as set forth in Section 2.04, and may assess such costs pursuant to Article V hereof.

ARTICLE IX  
GENERAL PROVISIONS

SECTION 9.01. Duration. 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 representative, heirs, successors, and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then-Owners of two-thirds of the Lots (or Residential Units) has been recorded, agreeing to change said covenants and restrictions in whole or in part. (For purposes of meeting the two-thirds requirements, when Residential Units are counted, the Lot or Lots upon which such Residential Units are situated shall not be counted.) Provided, however, that no such agreement to change shall be effective unless made and record-



ed three (3) years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken.

SECTION 9.02. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner in the records of the Association at the time of such mailing.

SECTION 9.03. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association 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.

The written notice of any proposed change in said covenants and restrictions shall also be sent to the Township at least ninety (90) days in advance of any action taken. The Township shall be required to approve any such change in the covenants and restrictions. Such consent shall be presumed unless the Township objects in writing within sixty (60) days of receipt of the notice of the proposed change such objection to be addressed to the person or corporation designated in the notice to receive such objection.

SECTION 9.04. Reservation. The Developer's submission of the Tentative Plan of the Planned Residential Development does not create and is not intended to create any private property rights or contract rights in residents and/or Owners of property in the project. Only final plans, approved by the Township and recorded in the Office of the Recorder of Deeds of Lebanon County, Pennsylvania, create any rights in residents and/or Owners of the projects. Tentative plans that have not been given final approval remain subject to modification by the Developer with the consent of the Township in accordance with the provisions of the Pennsylvania Municipalities Planning Code and the ordinances of the Township.

SECTION 9.05. Coordination of Finish Grading and Landscaping Operations. To permit the coordination of finish grading and landscaping operations and the provisions of permanent and/or temporary storm drainage facilities as development work progresses from lot to lot, the Developer, at his expense, shall have the right to change, alter, modify and/or revise the finish grade and to complete landscape work of the yard within ten (10) feet of any lot line and in drainage swales beyond said ten (10) feet after title to a lot and the dwelling thereon has been transferred to another Owner.

SECTION 9.06. Severability. Invalidation of any one of these covenants or restrictions by judgment or Court Order shall in no wise affect any other provisions which shall remain in full force and effect.

ATTEST:

OAKLEA CORPORATION

\_\_\_\_\_  
Secretary

By \_\_\_\_\_  
President

(CORPORATE SEAL)



COMMONWEALTH OF PENNSYLVANIA :  
 : SS  
COUNTY OF York :

On this, the 25 day of August, 1991, before me a Notary Public the undersigned officer, personally appeared Brenda E. Shaver, who acknowledged herself to be the President of Oaklea Corporation, a Corporation, and that she as such President being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Corporation by herself as President.

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

Notarial Seal  
Brenda E. Shaver, Notary Public  
Lebanon, York County  
My Commission Expires March 21, 1994  
Member, Pennsylvania Association of Notaries

Brenda E. Shaver  
Notary Public



PROPERTY DESCRIPTION

EXHIBIT "A"

THE VILLAGES OF CREEKSIDE  
PLANNED RESIDENTIAL DEVELOPMENT

PROPERTY DESCRIPTION

ALL THAT CERTAIN piece, parcel or tract of land situate, lying and being in North Cornwall Township, Lebanon County, Pennsylvania, and being described in accordance with the property survey prepared by Weber Surveyors, Inc., dated March 19, 1990, Drawing Number L-439-1, and Drawing Number L-439-2, bounded and described as follows to wit:

BEGINNING AT A POINT in the centerline of Oak Street and the line of adjoiner between lands now or formerly of George Klick and the herein described lands; thence along said centerline, North 59 degrees 40 minutes 30 seconds East, a distance of 1050.15 feet to a point in the centerline of said Oak Street; thence along the dividing line between lands now or formerly of the Seventh Street Lutheran Church of Lebanon and the herein described lands, South 29 degrees 48 minutes 38 seconds East, a distance of 452.83 feet to a crimp top pipe; thence along the dividing line between lands now or formerly of the Seventh Street Lutheran Church of Lebanon and the herein described lands, North 75 degrees 13 minutes 23 seconds East, a distance of 221.16 feet to a point on the line of adjoiner between lands now or formerly of the Seventh Street Lutheran Church of Lebanon, lands now or formerly of Richard Haak and the herein described lands; thence along the dividing line between lands now or formerly of Richard Haak, lands now or formerly of Catharine A. Buser and lands now or formerly of Harlan Wengert and the herein described lands, South 14 degrees 24 minutes 22 seconds West; a distance of 1094.89 feet to a point on the dividing line between lands now or formerly of Wengert and the herein

described lands; thence continuing along same, South 14 degrees 16 minutes 52 seconds West, a distance of 246.88 feet to an iron pin found in concrete on the said dividing line; thence continuing along same, South 14 degrees 16 minutes 52 seconds West, a distance of 195.32 feet to a crimp top pipe on the dividing line between lands now or formerly of Ernest Williams and the herein described lands; thence continuing along said dividing line, North 81 degrees 28 minutes 08 seconds West, a distance of 30.53 feet to a point; thence South 09 degrees 21 minutes 40 seconds West, a distance of 63.86 feet to a point on the dividing line between lands now or formerly of Williams and the herein described lands; thence continuing along said dividing line, South 77 degrees 57 minutes 08 seconds East, a distance of 26.40 feet to an iron pipe on said dividing line; thence continuing along said lands of Williams, South 06 degrees 47 minutes 45 seconds West, a distance of 314.41 feet to an iron pipe on the line of adjoiner between lands now or formerly of Williams, lands now or formerly of William Merchant and the herein described lands; thence continuing along the dividing line between lands now or formerly of Merchant and the herein described lands, South 06 degrees 53 minutes 11 seconds West, a distance of 465.32 feet to a stone on said dividing line; thence along same, South 14 degrees 46 minutes 05 seconds East, a distance of 1444.53 feet to a post on the line of adjoiner between lands now or formerly of Merchant, lands now or formerly of Clarence Mase and the herein described lands; thence along the dividing line between lands now or formerly of Mase and the herein described lands, South 57 degrees 12 minutes 11 seconds West, a distance of 683.36 feet to an iron pin on the line of adjoiner between lands now or formerly of Mase, lands now or formerly of Gene Light and the herein described lands; thence continuing along the dividing line of lands now or formerly of Gene Light and the herein described lands, South 56 degrees 54 minutes 24 seconds West, a distance of 146.09 feet to an iron pin on the line of adjoiner between lands now or formerly of Light, lands now or formerly of James Brimmer and the herein described lands; thence continuing along the dividing line of lands now or formerly of Brimmer and the herein described

BOOK 138 PAGE 885

lands, South 56 degrees 54 minutes 24 seconds West, a distance of 290.24 feet to an iron pipe on the line of adjoiner between lands now or formerly of Brimmer, lands now or formerly of John Bleistein and the herein described lands; thence along the dividing line of lands now or formerly of John Bleistein and the herein described lands, South 56 degrees 54 minutes 24 seconds West, a distance of 91.68 feet to an iron pipe on said dividing line; thence continuing along said dividing line, South 04 degrees 15 minutes 00 seconds East, a distance of 387.76 feet to an iron pin on the line of adjoiner between lands now or formerly of John Bleistein, lands now or formerly of Joseph Kelly and the herein described lands; thence continuing along the dividing line between lands now or formerly of Kelly and the herein described lands, South 04 degrees 15 minutes 00 seconds East, a distance of 434.38 feet to a point in the centerline of Colebrook Road, Pennsylvania Route 241; thence continuing along the centerline of Colebrook Road, Pennsylvania Route 241, South 36 degrees 41 minutes 46 seconds West, a distance of 90.49 feet to a point in the centerline of said road; thence continuing along the centerline of Colebrook Road, Pennsylvania Route 241, South 31 degrees 02 minutes 13 seconds West, a distance of 27.70 feet to a point in the centerline of said road; thence continuing along said centerline, South 29 degrees 11 minutes 38 seconds West, a distance of 113.22 feet to a point in the centerline of Colebrook Road, Pennsylvania Route 241; thence South 86 degrees 55 minutes 48 seconds West, a distance of 669.90 feet to a point on the line of adjoiner between lands now or formerly of Richard Roof, lands now or formerly of Harold Miller and the herein described lands; thence along the dividing line between lands now or formerly of Miller and the herein described lands, North 05 degrees 45 minutes 13 seconds West, a distance of 1811.26 feet to a stone on said dividing line; thence continuing along the dividing line of lands now or formerly of Miller and the herein described lands, North 83 degrees 11 minutes 22 seconds West, a distance of 188.17 feet to a stone on said dividing line; thence continuing along same, North 17 degrees 53 minutes 45 seconds East, a distance of 758.43 feet to an axle on said

dividing line; thence along the dividing line between lands now or formerly of George Klick and the herein described lands, North 18 degrees 43 minutes 59 seconds East, a distance of 1812.52 feet to a point on said dividing line; thence continuing along same, North 18 degrees 43 minutes 59 seconds East, a distance of 399.10 feet to a point on the dividing line between lands now or formerly of George Klick and the herein described lands; thence continuing along same, North 06 degrees 39 minutes 39 seconds West, a distance of 580.80 feet to a point in the centerline of Oak Street, said point being the place of BEGINNING. Containing 159.405 acres.



5/27/91

AMENDMENTS TO THE DECLARATION OF COVENANTS  
CONDITIONS, AND RESTRICTIONS OF THE  
VILLAGES OF CREEKSIDE PLANNED RESIDENTIAL DEVELOPMENT

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS,  
made this 6th day of May, 1991, by Oaklea Corporation,  
(hereinafter called "Developer") of THE VILLAGES OF CREEKSIDE PLANNED  
RESIDENTIAL DEVELOPMENT (hereinafter referred to as "Villages of  
Creekside").

W I T N E S S E T H:

WHEREAS, the Villages of Creekside Homeowners Associations,  
Inc., a non-profit corporation, was incorporated on February 7, 1991,  
with the Pennsylvania Corporation Bureau; and

WHEREAS, the following document of Villages of Creekside  
Homeowners Association, Inc. is recorded in the Lebanon County  
Recorder of Deeds Office:

A. The Villages of Creekside Planned Residential Development  
Declaration of Covenants and Restrictions, recorded at  
Miscellaneous Book 138, Page 856, March 27, 1991, at 3:25 p.m.;  
and

WHEREAS, the said Declaration of Covenants applied to a  
residential development known as Villages of Creekside.

NOW, THEREFORE, the Declaration of Covenants and Restrictions,  
previously recorded in Miscellaneous Book 138, page 856, are hereby  
adopted with the following changes:

ARTICLE I DEFINITIONS, Section 1.01(h) is changed to read as  
follows:

"Owner" shall mean and refer to one or more persons  
or entities who hold the record title to any

Residential Unit which is part of The Properties, but excluding in all cases any party holding an interest merely as security for the performance of an obligation. If a Residential Unit is sold under a recorded contract of sale, the purchaser (rather than the fee Owner) will be considered the Owner. The Board of Directors may promulgate reasonable regulations conditioning such use upon registration of the names of contract purchasers with the Association.

ARTICLE II PROPERTY SUBJECT TO THIS DECLARATION: ADDITIONS,

Section 2.04 is changed to read as follows:

The Association shall be responsible for maintenance of the median divider separating the two paved portions of the Creekside Drive through the Planned Residential Development, the special paving areas at the entrances of Creekside Drive, and any street islands or dividers, regardless of ownership of the land or right-of-way. Such median area, special paving areas, and street islands shall be construed to be part of the "Common Area" for purposes of maintenance and assessments hereunder. Common areas shall be properly maintained and all vegetation and landscaped areas will be maintained in an attractive manner, including, where appropriate, mowing, trimming, mulching and replacement of dead or diseased trees and plants.

The Association shall also be responsible for maintaining storm water retention facilities and storm water easements and facilities not located within any street right-of-way; except that storm water swales shall be maintained by the Association, regardless of location.

ARTICLE VIII EXTERIOR MAINTENANCE, Section 8.02 is changed to read as follows:

The Association shall be responsible for maintenance of Common Areas, including storm water facilities and any special paving areas as set forth in Section 2.04, and may assess such costs pursuant to Article V hereof.

ARTICLE VI EASEMENTS OF ENCROACHMENTS AND RIGHTS OF ACCESS,

Section 6.01 is changed to read as follows:

There shall be reciprocal appurtenant easements of encroachment as between each Residential Unit and such portion or portions of the Common Area adjacent thereto or as between adjacent Residential Units or Lots due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed, or altered thereon (in accordance with the terms of these restrictions) to a distance of not more than five (5) feet, as measured from any point on the common boundary between each Residential Unit or Lot and the adjacent portion of the Common Area or as between said adjacent Residential Units or Lots, as the case may be, along a line perpendicular to such boundary at such point; provided, however, in no event shall an easement for encroachment exist if such encroachment occurred due to willful conduct on the part of an Owner, tenant or the Association.

For Patio homes there shall be an easement of encroachment for the benefit of the Lot on which the dwelling is built on the lot line, extending for a distance of five (5) feet onto the adjoining Lot from the dwelling, which easement shall be for the purpose of permitting roof overhangs and other similar encroachments and the maintenance thereof.

IN WITNESS WHEREOF, this Declaration has been executed this  
6th day of May, 1991.

OAKLEA CORPORATION

BY: Virginia V. Halbert  
Virginia V. Halbert  
President

ATTEST:

Virginia V. Halbert  
Virginia V. Halbert  
Secretary


(Corporate Seal)

COMMONWEALTH OF PENNSYLVANIA :  
: SS  
COUNTY OF :

On this, the 6<sup>th</sup> day of March, 1991, before me, the undersigned officer, a Notary Public, personally appeared VIRGINIA V. HALBERT, who acknowledged herself to be the President and Secretary of Oaklea Corporation, a corporation, and that she as such President and Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by herself as President and Secretary.

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

Brenda Boyer Shaver  
NOTARY PUBLIC  
(SEAL)  
My Commission Expires



Notarial Seal  
Brenda Boyer Shaver, Notary Public  
Lebanon, Lebanon County  
My Commission Expires March 21 1994  
Member, Pennsylvania Association of Notaries

JUL 29 1 51 PM '95

SECOND AMENDMENT TO THE VILLAGES OF CREEKSIDE  
PLANNED RESIDENTIAL DEVELOPMENT  
DECLARATION OF COVENANTS AND RESTRICTIONS

THIS AMENDMENT to the Villages of Creekside, Planned Residential Development, Declaration of Covenants and Restrictions, made this 26<sup>TH</sup> day of April, 1995, by Oaklea Corporation, a Pennsylvania corporation, (herein the "Developer").

RECITALS

A. Developer recorded a Declaration of Covenants and Restrictions in the Office of the Recorder of Deeds, in and for Lebanon County, Pennsylvania in Miscellaneous Book 138, Page 856 (the "Original Declaration") regarding the Villages of Creekside Planned Residential Development, located in North Cornwall Township, Lebanon County, Pennsylvania ("Villages of Creekside").

B. Developer recorded Amendments to the Declaration of Covenants, Conditions, and Restrictions of the Villages of Creekside Planned Residential Development in the Office of the Recorder of Deeds, in and for Lebanon County, Pennsylvania in Miscellaneous Book 140, Page 772 (the "First Amendment to Declaration").

C. Developer received tentative approval of the Villages of Creekside Planned Residential Development from North Cornwall Township, Lebanon County, Pennsylvania on August 7, 1990 to include up to 265 units (the "Tentative Plan").

NOW, THEREFORE, the Declaration of Covenant and Restrictions and First Amendment to Declaration of Covenants and Restrictions are hereby adopted with the following additions and modifications, as set forth below:

1. A new subparagraph (q) shall be added to Section 1.01 (Definitions) which shall read as follows:

"(q) Estate Lot(s) shall mean those lot(s) shown on the Tentative Plan, and numbered as lots 195 through 259, inclusive."

2. A new paragraph 2.05 shall be added to read as follows:

"2.05. Additional Restrictions for use of Development of Estate Lots."

In addition to any restrictions contained herein, Estate Lots shall be subject to the following restrictions:

(a) Construction of a residential dwelling shall commence within two (2) years from the purchase date of any Estate Lot from Declarant.

(b) Construction of any residential dwelling on an Estate Lot must be completed within eight (8) months from the date of commencement of construction. Prior to occupancy of the residential dwelling (weather permitting) the Estate Lot shall be fully landscaped, with a minimum landscaping budget of \$3,000.00.

(c) Estate Lot owners are responsible for any dues and other assessments by the Village of Creekside Homeowner's Association, Inc. ("Association") as of the purchase date of such Estate Lot.

(d) Minimum building sizes, excluding finished basement areas, for all homes built on Estate Lots shall be as follows:

(i) A single-story residence shall contain at least 2,000 square feet.

(ii) A one and one-half story residence (i.e. cape cod or split level home) shall contain at least 1,750 square feet on the main or first floor living area, with a total of at least 2,500 square feet

(iii) A two story residence shall contain at least 2,200 square feet.

(e) Each residence built on an Estate Lot shall contain an integral garage for two or more cars.

(f) Roof pitches for all homes built on Estate Lots shall be a minimum of 8/12 and shall be covered by architectural/dimensional shingles.

3. To the extent the above additional restriction and uses in this Amendment conflict with the original Declaration and First Amendment to Declaration, this Amendment shall control.

IN WITNESS WHEREOF, this Amendment has been executed the day and year first above written.

ATTEST:

OAKLEA CORPORATION

Virginia V. Halbert, Pres.  
Secretary

Virginia V. Halbert, Pres.  
Virginia V. Halbert, President

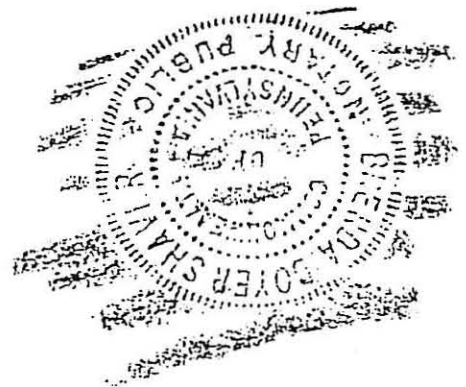
COMMONWEALTH OF PENNSYLVANIA :  
COUNTY OF Lebanon : ss.

On this, the 26<sup>th</sup> day of April, 1995, before me, a Notary Public, personally appeared VIRGINIA V. HALBERT, who acknowledged herself to be the President of Oaklea Corporation, a Pennsylvania Corporation, and that she as such Officer being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Corporation by herself as President.

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

Brenda Boyer Shaver  
Notary Public

(SEAL)



My Commission Expires:

Notarial Seal  
Brenda Boyer Shaver, Notary Public  
North Cornwall Twp., Lebanon County  
My Commission Expires March 21, 1998

Member, Pennsylvania Association of Notaries



13419

RECORDED  
IN THE OFFICE OF THE RECORDER OF DEEDS  
LEBANON COUNTY, PENNSYLVANIA

SEP 13 3 23 PM '96

**THIRD AMENDMENT TO THE VILLAGES OF CREEKSIDE  
PLANNED RESIDENTIAL DEVELOPMENT  
DECLARATION OF COVENANTS AND RESTRICTIONS**

**THIS AMENDMENT** to The Villages of Creekside, Planned Residential Development, Declaration of Covenants and Restrictions, made this 19th day of September, 1996, by Oaklea Corporation, a Pennsylvania corporation, (herein the "Developer").

**RECITALS**

A. Developer recorded a Declaration of Covenants and Restrictions in the Office of the Recorder of Deeds, in and for Lebanon County, Pennsylvania in Miscellaneous Book 138, Page 856 (the "Original Declaration") regarding The Villages of Creekside Planned Residential Development, located in North Cornwall Township, Lebanon County, Pennsylvania ("Villages of Creekside").

B. Developer recorded Amendments to the Declaration of Covenants, Conditions, and Restrictions of The Villages of Creekside Planned Residential Development in the Office of the Recorder of Deeds, in and for Lebanon County, Pennsylvania in Miscellaneous Book 140, Page 772 (the "First Amendment to Declaration").

C. Developer recorded Amendments to the Declaration of Covenants, Conditions, and Restrictions of The Villages of Creekside Planned Residential Development in the Office of the Recorder of Deeds, in and for Lebanon County, Pennsylvania in Miscellaneous Book 177, Page 83 (the "Second Amendment to Declaration").

D. Developer received tentative approval of The Villages of Creekside Planned Residential Development from North Cornwall Township, Lebanon County, Pennsylvania on August 7, 1990 to include up to 265 units (the "Tentative Plan").

**NOW THEREFORE**, the Declaration of Covenants and Restrictions and First and Second Amendment to Declaration of Covenants and Restrictions are hereby adopted with the following additions and modifications, as set forth below:

1. Paragraph 2.05. "Additional Restrictions for use of Development of Estate Lots", subparagraph (a) is hereby amended to read as follows:

(a) Construction of a residential dwelling shall commence within six (6) months from the purchase date of any Estate Lot from Declarant.

2. To the extent the above amended restriction and uses in this Amendment conflict with the original Declaration of First and Second Amendments to Declaration, this Amendment shall control.

IN WITNESS WHEREOF, this Amendment has been executed the day and year first above written.

ATTEST:

OAKLEA CORPORATION

Virginia V. Halbert, Sec.  
Virginia V. Halbert, Secretary

Virginia V. Halbert, Pres.  
Virginia V. Halbert, President

COMMONWEALTH OF PENNSYLVANIA :  
: SS.  
COUNTY OF LEBANON

On this, the 19th day of September, 1996, before me, a Notary Public, personally appeared VIRGINIA V. HALBERT, who acknowledged herself to be the President of Oaklea Corporation, a Pennsylvania Corporation, and that she as such Officer being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Corporation by herself as President.

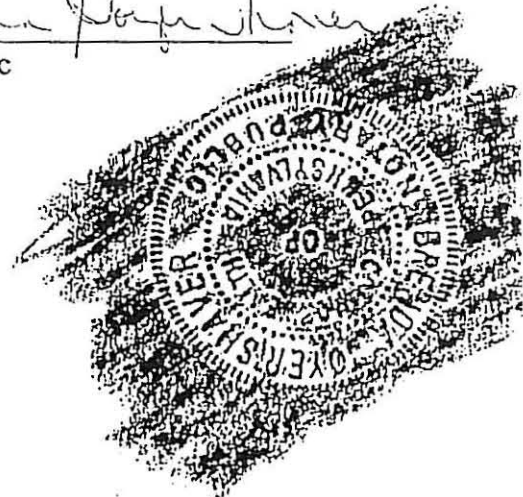
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Brenda Boyer Shaver  
Notary Public

My Commission Expires:

(SEAL)

Notarial Seal  
Brenda Boyer Shaver, Notary Public  
North Cornwall Twp., Lebanon County  
My Commission Expires March 21, 1998  
Member, Pennsylvania Association of Notaries



2097

**FOURTH AMENDMENT TO THE VILLAGES OF CREEKSIDE  
PLANNED RESIDENTIAL DEVELOPMENT  
DECLARATION OF COVENANTS AND RESTRICTIONS**

**THIS AMENDMENT, to The Villages of Creekside, Planned Residential Development, Declaration of Covenants and Restrictions, made this 14 th day of December, 1998, by Oaklea Corporation, a Pennsylvania corporation, (herein the "Developer").**

RECORDED  
RUSSELL K. LISH  
RECORDER, LEBANON COUNTY  
DEC 15 9 36 AM '98

**RECITALS**

- A. Developer recorded a Declaration of Covenants and Restrictions in the Office of the Recorder of Deeds, in and for Lebanon County, Pennsylvania in Miscellaneous Book 138, Page 856 (the "Original Declaration") regarding The Villages of Creekside Planned Residential Development, located in North Cornwall Township, Lebanon County, Pennsylvania ("Villages of Creekside").
- B. Developer recorded Amendments to the Declaration of Covenants, Conditions, and Restrictions of The Villages of Creekside Planned Residential Development in the Office of the Recorder of Deeds, in and for Lebanon County, Pennsylvania in Miscellaneous Book 140, Page 772 (the "First Amendment to Declaration").
- C. Developer recorded Amendments to the Declaration of Covenants, Conditions, and Restrictions of The Villages of Creekside Planned Residential Development in the Office of the Recorder of Deeds, in and for Lebanon County, Pennsylvania in Miscellaneous Book 177, Page 83 (the "Second Amendment to Declaration").
- D. Developer recorded Amendments to the Declaration of Covenants, Conditions, and Restrictions of The Villages of Creekside Planned Residential Development in the Office of the Recorder of Deeds, in and for Lebanon County, Pennsylvania in Miscellaneous Book 187, Pages 631 and 632 (the "Third Amendment to Declaration").
- E. Developer received tentative approval of The Villages of Creekside Planned Residential Development from North Cornwall Township, Lebanon County, Pennsylvania on August 7, 1990 to include up to 265 units (the "Tentative Plan").

**NOW THEREFORE**, the Declaration of Covenants and Restrictions and First, Second, and Third Amendment to Declaration of Covenants and Restrictions are hereby adopted with the following additions and modifications, as set forth below:

1. A new paragraph shall be added to Article V, Covenant for Maintenance Assessments, Section 5.06. **"Date of Annual Commencement of Annual Assessments: Due Dates:** Said paragraph shall read as follows:


An up-front assessment, equivalent to a one year assessment, shall be collected upon settlement of any new home or re-sale home.


2. To the extent the above amended restriction and uses in this Amendment conflict with the original Declaration of First, Second, and Third Amendments to this Declaration, this Amendment shall control.

IN WITNESS WHEREOF, this Amendment has been executed the date and year first above written.

ATTEST:

OAKLEA CORPORATION

  
Virginia V. Halbert, Secretary

  
Virginia V. Halbert, President

