

**OLD IRON ESTATES, A PLANNED COMMUNITY  
RESTRICTIONS, COVENANTS  
AND CONDITIONS**

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that Michael Kevin Ricker (the "Declarant") does hereby covenant and declare that it shall hold and stand seized and shall convey the lands composing the Planned Community subject to the following Restrictions, Covenants and Conditions which shall run with the land composing the Planned Community and shall be binding upon Declarant, its successors and assigns and upon all land included within the Planned Community as described on the Final Subdivision Plan for Old Iron Estates, Lower Paxton Township, Dauphin County, dated March 20, 2002, revised February 18, 2003 and recorded with the Office of the Recorder of Deeds of Dauphin County in Plan Book "O", Volume 8, Pages 22-26, inclusive, for Phase I, which Restrictions, Covenants and Conditions are hereby imposed for equal benefit of each owner of each and every Unit (hereinafter referred to individually as "Unit" and collectively as "Units") situate in the Planned Community.

WITNESSTH:

I. ARCHITECTURAL REQUIREMENTS AND CONTROLS

A. Design, Review and Approval

1. Design Review. Declarant shall review and approve or reject plans and specifications for building and site design on the Units included in the Planned Community.

2. Review and Approval Required. Before the commencement of construction of any structures or other improvements on any Unit or any portion of the land included in the Planned Community, all plans and specifications pertaining to building and site design and the construction of any such improvements, including subsequent additions and alterations or site improvements, shall be subject to review and prior written approval by the Declarant. All decisions of the Declarant shall be final and not subject to review by any Court, unless clear and convincing evidence shows that the Declarant willfully and arbitrarily violated these Restrictions, Covenants and Conditions in rendering any such decision. Construction shall be performed only in accordance with the plans and specifications actually approved by the Declarant.

3. Construction and Design Considerations. In deciding to approve or disapprove any proposed improvements or construction, the Declarant shall consider the aesthetic aspects of the architectural design of any structure, the placement of any structure on a Unit, landscaping, color schemes, exterior finishes and the location, kind and quality of other improvements in the vicinity of the proposed construction or improvements.

4. Contents of Plans. All plans shall be submitted to the Michael Kevin Ricker, 6450 Red Top Road, Harrisburg, PA 17111, and shall include, at a minimum, the following:

a. Floor Plan. The floor plan of all proposed structures shall be provided and shall be drawn  $\frac{1}{4}$  inch equals 1 foot.

b. Elevation. Elevation drawings of any proposed structures shall be provided, which shall indicate exterior finishes and any ornamented features.

c. Site Plan. A site plan drawn to scale of at least 1 inch equals 20 feet, showing property lines, easements, rights-of-way, finished floor elevation, the proposed location of all structures on the Unit, proposed grading and landscaping and the location of wooded or brush areas and cleared areas.

d. Specifications. Specifications shall be submitted indicating all of the building materials to be used on construction.

e. Landscaping. The landscaping plan showing the areas planted and the name of the trees and plants shall be shown in detail on the Site Plan to be submitted with house plan with a minimum landscaping of \$8,000.00.

5. Procedure. Plans may be submitted to the Declarant at any time by any Unit Owner or any person interested in purchasing a Unit. All plans shall be reviewed by the Declarant and approved or rejected within thirty (30) days after actual receipt by the Declarant. Any request by the Declarant for modifications to plans submitted shall be deemed to constitute rejection of the plans for purposes of this Article. Said rejection shall remain in effect unless modifications satisfactory to the Declarant are made by the parties submitting such plans and are approved by the Declarant. Upon approval by the Declarant of any plans, the Declarant shall execute a certificate in recordable form indicating its approval, if requested to do so by any applicant.

6. Limitation of Liability. No approval or disapproval of any plan submitted under this Article I, nor any action taken or failure or omission to take any action of any kind with respect to these Restrictions, Covenants and Conditions shall cause any liability to be incurred by Declarant, the Declarant, officer or director thereof, other than for fraud or other intentional wrongful conduct.

B. Site Design Requirement and Restrictions.

1. Area. No more than one (1) dwelling house may be constructed on each Unit in the Planned Community. All dwelling houses and accessory buildings must meet or exceed all setback, yard and other requirements of all applicable ordinances and regulations. Each house shall contain (i) at least 2,600 square feet of living space if such house is a ranch-style house and (ii) at least 2,800 square feet of

living space if such house is a two-story house, unless architectural plans and/or Unit configuration warrant otherwise in the judgment of the Declarant.

2. Accessory Buildings. All sheds, gazebos, playhouses and other fully or partially enclosed buildings or structures which are not part of a dwelling house (hereinafter "Accessory Buildings"), must be approved by the Declarant prior to erection or installation. No such Accessory Buildings shall be located within any setback area or upon any utility, access or other easement or right-of-way. There shall be no more than two (2) free-standing Accessory Buildings per Unit. The building materials used to construct Accessory Buildings shall match or be compatible with those used in the construction of any dwelling house erected on the same Unit. No prefabricated or preassembled structures shall be permitted.

3. Driveways and Paved Areas. All driveways shall be paved with cement concrete or brick pavers. Patios, walkways and other impervious surface areas shall be constructed of materials similar to any driveway or driveways constructed on the same Units.

4. Roofing. Roofing materials shall be wood, metal standing seam, architectural grade asphalt, fiberglass shingles or slate.

5. Siding. Siding materials shall be stone, brick, dryvitt, aluminum, vinyl, woodshakes, slate or other materials permitted by the Declarant.

6. Fences. All fences or freestanding walls shall be constructed of wood, wrought iron, stone or brick and approved by the Declarant. No fence shall be greater than four (4) feet in height. No fencing shall be permitted in any front yard area of a Unit unless approved by the Declarant.

7. Lighting. Exterior lighting shall be shielded to prevent glare and shall not directly light areas beyond Unit boundaries.

8. Garages. Each Unit on which a house is constructed shall also have constructed on such Unit an attached garage for the storage of at least two (2) motor vehicles, but not more than four (4).

9. Exposed Foundations. All portions of any exposed foundation wall shall be faced with brick or stone or other material approved by Declarant.

10. Landscaping. The total cost of the landscaping, exclusive of grading and installation of the lawn, shall be not less than \$6,500 for the trees, plants and shrubs at 2003 retail prices. \$1,500 allowance for raking, seeding, and straw. Prior to plan approval, a detailed site landscaping plan must be submitted to the Declarant for approval.

11. Mailbox. Each Unit Owner shall be permitted to install one mailbox, said design shall be subject to review and approval by the Declarant.

12. Windows. All windows must be Anderson or Pella windows and need to be approved by Declarant.

C. Grading: Stormwater Management. Each Unit Owner shall be responsible for appropriate grading and excavation of such Unit Owner's Unit and for proper management, detention and retention of stormwater generated upon such Unit in connection with any improvement or modification of such Unit. All grading, excavation and management, detention or retention of stormwater shall be in accordance with stormwater management plans approved by all governmental authorities having jurisdiction over such plans, including, but not limited to, the Township of Lower Paxton. Neither Declarant nor the Declarant or its members shall have any liability whatsoever with respect to the grading, excavation or management, detention or retention of stormwater in connection with any improvement or modification of any Unit and, by acceptance of ownership of one (1) or more Units subject to these Restrictions, Covenants and Conditions, each Unit Owner shall be deemed to have fully and forever released and discharged Declarant, the Declarant or its members from any claim or cause of action relating to such grading, excavation or management, detention and retention of stormwater on said Unit.

D. Completion of Construction. After commencement of construction of any improvements, construction shall proceed with reasonable diligence and without delay to completion, provided, however, that all construction shall be completed within one (1) year of its commencement, including final grading, lawn, landscaping, driveways and walkways and final painting.

## II. RESTRICTIONS AND PROHIBITIONS

A. Storage of Vehicles and Equipment. No outside storage of unregistered vehicles, motorized off-road vehicles, boats, campers, recreational vehicles, trailers of any type or mobile homes shall be permitted.

B. Operation of Off-Road Vehicles. No motorized off-road recreational vehicles may be operated on any Unit or any public or private road, sidewalk or walking path in the Planned Community.

C. Recreation Equipment. No satellite reception dishes or excessive antenna shall be permitted, except such as are approved by the Declarant who shall consider the size, location and visibility from public streets in approving or denying installation.

D. Clotheslines. No outdoor clotheslines shall be permitted except those with retractable lines. Any such clotheslines shall be fully retracted when not in use.

E. Fuel and Utility Storage. Outside above ground or below ground fuel storage tanks or other utility storage devices shall be prohibited.

F. Waste Disposal. No dumping, burning or storage of trash or grass clippings or other waste materials shall be permitted on any Unit.

G. Temporary Structures. Temporary structures shall be permitted only during construction and shall be removed not later than thirty (30) days after completion of construction.

H. Signs. No signs shall be permitted except for (i) one (1) permanent sign indicating the name of the owner of a Unit; (ii) one (1) temporary sign relating to construction then being performed on such Unit; and (iii) one (1) temporary sign indicating that such Unit is being offered for sale. No sign permitted under this paragraph shall be of a size greater than 18 inches by 24 inches.

I. Prohibited Activities. No obnoxious, dangerous or offensive activity or nuisance and no business, trade or commercial activity of any kind shall be conducted or maintained upon any part of a Unit or in any dwelling or appurtenance. This does not apply to Lots 94 and 100, which are now and will continue to be used in the business of M. Kevin Ricker Builder.

J. Firearms. No firearms, bows and arrows, slings or explosives shall be discharged or shot nor any missiles launched on any Unit or other area in the Planned Community. No fire for the purpose of burning wood, trash, leaves or debris shall be lit upon any Unit or other area in the Planned Community.

K. Maintenance of Lawns. All lawns on all Units in the Planned Community developed for residential use shall be maintained and kept in a neat manner and no grass or weeds shall be permitted to exceed a height of five inches in height on any Unit in the Planned Community.

L. Animals. No animal, fowl or other livestock shall be kept or maintained on any Unit, excepting for three (3) or less domestic house pets which are not kept, bred or maintained for commercial or business uses or purposes. No domestic house pets permitted under this Section L may be housed outside. This does not apply to Lot 94, which is an existing farm.

M. Vehicle Parking. Commercial vehicles, private passenger vehicles, trailers, boats, buses, campers, tractors or trucks shall not be parked upon any streets.

N. Swimming Pools. All outdoor swimming pools must be of a permanent type of construction and must be constructed substantially below grade so as to qualify as what is commonly referred to as an "in ground" or "below ground" type.

O. Children's Play Apparatus. The erection of any apparatus for play or jungle gyms or similar structures shall be submitted to the Declarant for approval before construction, which shall consider location, size, color, noise and suitability to surroundings.

### III. CONTROLLED AND COMMON FACILITIES

A. Stormwater Facilities. An easement shall be, and hereby is, created by Declarant, in favor of himself, his successors and assigns, and each owner of each and every Unit, for the flow of stormwater and run off and for the construction and maintenance of stormwater facilities as shown on the Plan.

B. Maintenance of Controlled and Common Facilities. Care, maintenance and upkeep of the Controlled and Common Facilities created and existing under this Article III shall be the responsibility of the Old Iron Estates Homeowners Association. \$200 fee at the purchase of lot will be charged. A \$100 per year fee or part thereof will be charged. This \$100 per year fee may be raised or lowered to pay expenses of Old Iron Estates Homeowners Association.

C. Rules and Regulations. The Old Iron Estates Homeowners Association may, from time to time, promulgate reasonable rules and regulations governing the use of all Controlled and Common Facilities created and existing under this Article III, provided that such rules and regulations are consistent with these Restrictions, Covenants and Conditions and with any conservation easements or restrictions affecting such facilities.

D. Lots 38 and 39, Phase II of Old Iron Estates shall be used as common open space for the enjoyment of the residents of Old Iron Estates.

### IV. ENFORCEMENT AND REMEDIES

A. Actions at Law and Equity. Enforcement of the provisions of these Restrictions, Covenants and Conditions may be by proceedings at law or equity against any person or persons violating or attempting to violate or threatening to violate any Restriction, Covenant or Condition contained herein. Such proceedings may be instituted by Declarant, the Association (in its own behalf or on behalf of one or more of its members) or by any person or persons holding any right, title or interest in any part of the lands affected hereby. Such proceedings may be brought to restrain or enjoin any violation of the provisions of these Restrictions, Covenants and Conditions or to recover damages as a result of such violation or both. In the event that any Court shall determine that the defendant in any such action has violated the provisions of these Restrictions, Covenants and Conditions, the Court may award to any party instituting an action to enforce these Restrictions, Covenants and Conditions, the reasonable counsel fees incurred by such party in connection with such enforcement.

B. Nuisance. Every violation of the provisions of these Restrictions, Covenants and Conditions shall constitute and is hereby declared to be a nuisance and, in addition to all other remedies and rights provided herein every remedy allowed by law or equity in the case of a public or private nuisance shall be available to any person or persons ascertaining a violation or breach of the provisions of these Restrictions, Covenants and Conditions.

C. Right of Entry. In addition to all other remedies provided herein, in the event of any violation of any restriction contained in these Restrictions, Covenants and Conditions, Declarant or the Association may, by their duly authorized agents, enter upon the land upon or as to which such violation exists and take such actions as may reasonably be necessary to abate or remove, at the expense of the Unit Owner of such lands, any structure, property or condition that may be contrary to the intent and meaning of the provisions of these Restrictions, Covenants and Conditions. All costs of any such entry, abatement or removal shall be borne by the Unit Owner of the parcel of land affected by such action, shall be payable on demand and shall constitute a lien upon the premises enforceable pursuant to this Article IV.

D. Remedies Cumulative. All rights and remedies provided under this Article shall be cumulative and not exclusive and may be exercised separately or together from time to time as circumstances may warrant.

E. Limitation of Liability. No action taken or failure or omission to take any action of any kind with respect to the enforcement of these Restrictions, Covenants and Conditions or any rights or remedies provided herein shall cause any liability to be incurred by Declarant, the Association or any member, officer or Director of the Association or the Declarant, other than for fraud or other intentional wrongful conduct.

F. No Waiver. Notwithstanding the rights above provided, failure to exercise such rights shall not constitute or be evidence of any waiver of any such rights or waiver or modification of any of the terms of these Restrictions, Covenants and Conditions.

G. Covenants Running with the Land. The Restrictions, Covenants and Conditions contained herein shall be construed for all purposes as covenants running with the land.

9<sup>th</sup> IN WITNESS WHEREOF, Declarants have hereunto set their hands and seals this  
day of May, 2003.

WITNESS:

Jacquelyn A. Lutz  
#2283.1

Michael Kevin Ricker  
Michael Kevin Ricker

2003 MAY 12 P 2:47  
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COUNTY OF GARMIN  
PENNSYLVANIA

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COMMONWEALTH OF PENNSYLVANIA )  
 )  
COUNTY OF DAUPHIN ) SS:

On this *9<sup>th</sup>* day of May, 2003, before me

the undersigned officer, personally appeared

Michael Kevin Ricker

known to me (or satisfactory proven) to be the person (s) described in, and whose name (s) is/are subscribed to the within instrument, and acknowledged that he/she/they executed the same for the purpose therein contained.

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

*Jacquelyn L. Lutz*  
NOTARY PUBLIC

My Commission Expires:

NOTARIAL SEAL  
JACQUELYN L. LUTZ, NOTARY PUBLIC  
EAST HEMPFIELD TWP., LANCASTER COUNTY, PA  
MY COMMISSION EXPIRES: OCTOBER 19, 2003

I hereby CERTIFY that this document  
is recorded in the Recorder's Office  
of Dauphin County, Pennsylvania.



*Philip Spasoff*  
Philip Spasoff  
Recorder of Deeds