

DECLARATION OF COVENANTS,

CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by Fred A. Shaffer, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the County of Lebanon, Commonwealth of Pennsylvania, which is more particularly described as:

(SEE EXHIBIT "A" ATTACHED)

NOW THEREFORE, Declarant hereby declares that all of the property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to

Rockledge Homeowner's Association, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

ALL THAT LAND located within Phase I of Rockledge excluding the townhouse and garage Plots 1 to and including 32 pursuant to the recorded Plan of Rockledge recorded in Plan Book 32, Page 5 and as amended by subsequent Plans.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Property with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to Fred A. Shaffer, his heirs, executors, administrators, successors or assigns if such heirs, executors, administrators, successors or assigns should acquire more than one undeveloped Lot from the

Declarant for the purpose of development.

ARTICLE II
PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

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

(d) The right of individual Owners to the exclusive use of parking spaces as provided in this Article.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3. Parking Rights. Ownership of each lot shall entitle the Owner or Owners thereof to the use of not more than two (2) automobile parking spaces which shall be as near and convenient to said Lot as reasonably possible, together with the right of ingress and egress in and upon said parking area. One of these spaces shall be in the driveway immediately adjacent to the garage owned by the property owner or owners and the other space shall be permanently assigned to the Lot by the Association.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall

more than one vote be cast with respect to any Lot.

Class B. The Class B member shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(b) on July 1, 1997.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with

interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area, and of the homes situated upon the properties.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Twenty-five Dollars (\$25.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 5% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual

assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments:
Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due date shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments:
Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of fifteen percent (15%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same. No owner may waive or

otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Property, 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, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. This Article shall not apply to original construction by the Declarant.

ARTICLE VI

EXEMPT PROPERTY

All properties dedicated to, and accepted by, a local public authority and all properties owned by charitable or non-profit organization exempt from taxation by the laws of the Commonwealth of Pennsylvania shall be exempt from the assessments created herein, except no land or improvements devoted to dwelling use shall be exempt from said assessments.

ARTICLE VII

EXTERIOR MAINTENANCE

In addition to maintenance upon the Common Area, the Association shall provide exterior maintenance upon each Lot which is subject to assessment hereunder, as follows: repair, replacement and care of roofs, sidewalks, driveways and grass, also, all trees and shrubs located further than ten (10) feet from the exterior of any Building. The maintenance of all trees and shrubs within ten (10) feet of a Lot shall be the responsibility

of the Lot Owner. An Owner of a Lot shall be responsible for the maintenance of the Lot's downspouts, gutters and exterior surfaces, including glass, however, the Lot Owner shall paint, repair or replace any of said items with the identical product - if available, or a substitute of like kind, quality and color specifically approved by the Association. The Declarant shall provide the Association with the brand name and color of the exterior stain and the name of the manufacturer and supplier of the gutters and downspouts.

In the event that the need for maintenance or repair of a Lot or the improvements thereon by the Association is caused through the willful or negligent acts of its Owner, or through the willful or negligent acts of the family, guests or invitees of the Owner of the Lot needing such maintenance or repair, the cost of such exterior maintenance or repair shall be added to and become part of the assessment to which such Lot is subject.

In the event an Owner of any Lot in the Property shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain, and restore the Lot and the exterior of the buildings and any other improvements erected thereon to their original state. The cost of

such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

ARTICLE VIII
USE RESTRICTIONS

Section 1. Protective Covenants. The following restrictions are imposed as a common scheme upon all Lots:

a. No tanks or storage of gas or liquids may be maintained on any Lot unless hidden from external view of any other Lot;

b. No animals, livestock or poultry shall be raised, bred, or kept in any dwelling or on any Lot except dogs, cats, or other domesticated household pets may be kept, provided they are not kept, bred, or maintained for any commercial purpose and provided that not more than two (2) pets in the aggregate may be kept in any Lot.

c. No garbage, refuse, rubbish or cuttings shall be deposited on any Lot, street, sidewalk, parking area unless placed in a closed metal receptacle container provided by the Lot owner. Containers provided by the Lot owner shall not be placed on any street, sidewalk, parking area or common area, except when necessary for collection and shall be regularly kept in a location on the Lot which is unobstrusive to view of any other portion of the land of Rockledge.

d. No commercial or non-passenger vehicle of any

type, other than small business van-type vehicles, and no unlicensed motor vehicle of any type shall be permitted to remain over night on the property of the Lot owner within Rockledge unless garaged other than as may be used by the developer in conjunction with building operations.

e. No boats of any type shall be permitted on the property of a Lot owner of Rockledge for more than fourteen (14) days unless garaged or screened in a manner acceptable to the architectural control committee of the Association.

f. No outside radio or television antenna shall be erected on the property of the dwelling unit within Rockledge unless and until permission for the same has first been granted by the architectural control committee of the Association.

g. No drying or airing of any clothes or bedding shall be permitted out doors within the area of the property of a Lot owner within Rockledge; enclosed hanging devices such as lines, reels, poles, frames, etc. shall not be erected.

h. No noxious, unsightly or offensive activity including vehicle repairs, shall be conducted on the property of a Lot owner or on the streets, nor shall anything be permitted to be done thereon which may be or may become an annoyance or nuisance to residents of Rockledge.

i. No sign of any kind shall be displayed to the public view on any Lot or improvements thereon except a one-family name sign of not more than 144 square inches or one temporary sign

of not more than 2 square feet advertising the property for sale or for rent. No such signs shall be illuminated.

ARTICLE IX

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs With Land. The right of any Owner to contribute from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

ARTICLE X

ANNEXATION OF ADDITIONAL LAND

Additional land within the area described in Deed Book 164, Page 260, of the land records of Lebanon County, Pennsylvania and in Record Book 12, Page 316 of the Records of Dauphin County, Pennsylvania may be annexed by the Declarant without the consent of members within fifteen years of the date of this instrument provided that the FHA and/or the VA determine that the annexation is in accordance with the general plan heretofore approved by them.

ARTICLE XI

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. 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.


Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

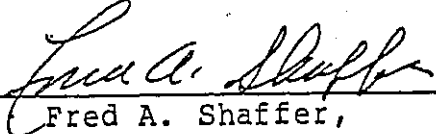
Section 4. FHA/VA Approval. As long as there is a

Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of the Declaration of Covenants, Conditions and Restrictions.

Section 5. INSURANCE. No person other than the owner of a Lot, or the mortgagee where permitted by the mortgage, shall have the right to place hazard or liability insurance for that Lot.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 19 day of January, 1983.


William Bashore,
Witness


Fred A. Shaffer,
Declarant

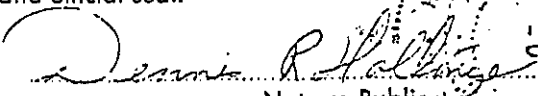
INDIVIDUAL ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA }
COUNTY OF DAUPHIN } ss:

On this, the 19th day of JANUARY, 1983, before me, the undersigned officer, personally appeared Fred A. Shaffer

known to me (or satisfactorily proven) to be the person whose name subscribed to the within declaration and acknowledged that he ^{is} the same for the purposes therein contained, and desire the same to be recorded as such.

In Witness Whereof, I hereunto set my hand and official seal.


Notary Public
My commission expires: _____
Notary Public, Dauphin Co., PA
Commission Expires: _____, 1954

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ALL THAT CERTAIN lot or parcel of ground situate in North Londonderry Township, Lebanon County, Pennsylvania, more particularly bounded and described in accordance with a Plan by Gerrit J. Betz Associates, Inc. dated September 10, 1982 and recorded in Plan Book 32, page 5, as follows:

BEGINNING at a point in the center line of Lingle Avenue which point is 88.66 feet more or less East of the intersection of the center lines of West Elm Street and Lingle Avenue; thence along the bed of Lingle Avenue along a curve to the right having a radius of 3,239.50 feet, an arc distance of 195.68 feet to a point; thence continuing along the bed of said Lingle Avenue, South 44 degrees 02 minutes 08 seconds East, a distance of 671.00 feet to a point; thence South 45 degrees 57 minutes 52 seconds West along other lands of Fred A. Shaffer, a distance of 143.13 feet to a point; thence continuing along said lands South 06 degrees 56 minutes 55 seconds East, a distance of 114.29 feet; thence continuing along said lands South 43 degrees 53 minutes 05 seconds West, a distance of 58.50 feet to a point; thence continuing along said lands along a curve to the left having a radius of 280.00 feet, an arc distance of 76.61 feet to a point; thence continuing along said lands North 55 degrees 51 minutes 20 seconds West, a distance of 148.59 feet to a point; thence continuing along said lands along a curve to the right having a radius of 435.00 feet, an arc distance of 176.52 feet to a point; thence along said lands North 32 degrees 36 minutes 20 seconds West, a distance of 144.09 feet to a point; thence along said lands along a curve to the left having a radius of 280.00 feet, an arc distance of 301.70 feet to a point; thence along said lands North 00 degrees 21 minutes 58 seconds East, a distance of 68.05 feet to a point; thence along said lands North 36 degrees 24 minutes 21 seconds West, a distance of 87.01 feet to a point; thence along said lands North 53 degrees 14 minutes 17 seconds West, a distance of 130.35 feet to a point at lands now or formerly of Carl E. Cope; thence along said lands of Cope North 36 degrees 45 minutes 43 seconds East, a distance of 185.00 feet to lands now or formerly of the North Londonderry Township Authority; thence along said lands South 47 degrees 51 minutes 44 seconds East, a distance of 74.84 feet to a point; thence continuing along said lands North 42 degrees 30 minutes 11 seconds East, a distance of 67.94 feet to a point, the place of BEGINNING.

Containing approximately 6.326 acres.

BEING part of the same premises which Fred A. Shaffer and Mildred C. Shaffer by their deed dated December 21, 1978 and recorded in the Office of the Recorder of Deeds in and for Lebanon County on December 28, 1978 in Deed Book 164, page 260 granted and conveyed unto Fred A. Shaffer.

ALL THAT CERTAIN piece or parcel of land situate in Derry Township, Dauphin County, Pennsylvania, more particularly bounded and described as follows, to wit:

BEGINNING at a point which is the following courses and distances from a railroad spike set in the bed of Lingle Avenue (L.R. 38068) which railroad spike is also at the dividing line between lands of Hershey Estates and lands formerly of Fred A. Shaffer which point is also the southeastern corner of lands formerly of Fred A. Shaffer: (1) thence South 34 degrees 41 minutes 17 seconds West, a distance of 1765.03 feet to a concrete monument; (2) thence along lands of Hershey Estates North 74 degrees 06 minutes 10 seconds West, a distance of 807.96 feet to a concrete monument at other lands of Fred A. Shaffer, the place of Beginning; thence North 31 degrees 47 minutes 37 seconds East, a distance of 518.33 feet to a concrete monument; thence along the township boundary line between North Londonderry Township, Lebanon County and Derry Township, Dauphin County, North 27 degrees 46 minutes 06 seconds West, a distance of 1939.43 feet to a concrete monument at lands of Hershey Estates; thence along lands of Hershey Estates South 22 degrees 40 minutes 03 seconds West, a distance of 1914.80 feet to a concrete monument at other lands of Hershey Estates; thence along said lands of Hershey Estates South 74 degrees 06 minutes 10 seconds East, a distance of 1422.84 feet to a concrete monument, the place of BEGINNING.

This description is based on a preliminary and Final Subdivision Plan of Lot 2 for Fred A. Shaffer prepared by Gerrit J. Betz Associates, Inc. dated February 16, 1982 and revised November 26, 1985 and recorded in Plan Book P-3, page 41.

BEING PART of the same premises which Fred A. Shaffer and Mildred C. Shaffer by their deed dated December 21, 1978 and recorded in the Office of the Recorder of Deeds in and for Dauphin County, Pennsylvania in Record Book 12, page 316, granted and conveyed unto Fred A. Shaffer.

EXHIBIT "A"

