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DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR GETZ'S WOODS

THIS DECLARATION (hereinafter "Declaration"), made on the date hereinafter set forth by P & E Development Company, Inc., hereinafter referred to as "Declarant". (Declarant's address - 957 Centerville Road, Lancaster, Pennsylvania).

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in East Hempfield Township, Lancaster County, Pennsylvania, which is more particularly described in the attached Exhibit "A".

WHEREAS, Declarant intends to establish a Residential Development on the property described in Exhibit "A", to be known as Getz's Woods (the development known as Getz's Woods is hereinafter referred to as "Getz's Woods").

NOW THEREFORE, Declarant hereby declares (subject to the provisions of this Declaration) that all of the properties described in Exhibit "A" 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 Getz's Woods and which shall run with and bind and benefit Getz's Woods and all persons having any right, title or interest in Getz's Woods or any part thereof, their heirs, personal representatives, successors and assigns.

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to Getz's Woods Homeowners Association, Inc., a Pennsylvania non-profit corporation, its successors and assigns, to be as constituted and defined in Article III.

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 Properties, 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 property described in Exhibit "A", and such additions thereto as may hereafter be declared to be subject to this Declaration. This Declaration shall affect only those portions of Properties described in Exhibit "A" as are now or hereafter included in a duly recorded, final subdivision/land development plan for Getz's Woods, and this Declaration shall not affect in any manner whatsoever any Lot or any portion or part of the Properties unless and until such Lot or portion or part has been subdivided into individual Lots, pursuant to a duly recorded, final subdivision/land development plan for Getz's Woods.

Section 4. "Common Area" shall mean any portion of the Properties owned and/or maintained by the Association. The Common Area in the initial phase of Getz's Woods consists of the detention basin (which is designated on the subdivision plan as "Detention Basin") and which will be (i) owned by the Owner of Lot No. 41 Block "C" and (ii) maintained by the Association. Additional phases of Getz's Woods may include additional Common Area. If there is to be any additional Common Area, the Common Area will be designated as Common Area on a duly recorded, final subdivision/land development plan for Getz's Woods and the term "Common Area" shall not include any portion of the Properties unless and until such portion of the Properties has been included and designated as Common Area on a duly recorded, final subdivision/land development plan for Getz's Woods.

Section 5. "Lot" shall mean and refer to any plot of land (whether improved or unimproved) now or hereafter included on a duly recorded, final subdivision/land development plan for Getz's Woods and any amendment to such plan.

Section 6. "Declarant" shall mean and refer to P & E Development Company, Inc., or any successor or assign of Declarant which Declarant shall by recorded instrument specifically designate as the successor Declarant. A purchaser from the Declarant is not the successor Declarant unless specifically designated as the successor Declarant in a recorded instrument. A purchaser of less than all of the remaining Lots owned by the Declarant is not a successor Declarant. A purchaser of all of the remaining Lots owned by the Declarant, other than the purchaser of the last Lot, will be designated as the successor Declarant in a recorded instrument.

ARTICLE II
PROPERTY RIGHTS; RESTRICTIONS

Section 1. Owners' Easements of Enjoyment. Every Lot Owner shall have a right and easement of enjoyment in and to the detention basin (solely for storm drainage purposes) and in any additional Common Area created in additional phases of Getz's Woods, which right and easement shall be appurtenant to and shall pass with the title to every Lot, subject to:

(a) the right of the Association to adopt reasonable rules and regulations for the use of the Common Area; and

(b) the right of the Association to dedicate or transfer all or any part of the Common Area which the Association might own or any interest therein to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Association.

Section 2. General Restrictions. The following restrictions are hereby placed on all Lots in the Properties.

(a) No building or structure shall be erected, constructed, located, maintained or used upon any Lot except one (1) single family detached dwelling per Lot, which dwelling shall not be used for any purpose other than that of a single family detached residence. This requirement for exclusive residential use shall not restrict the maintenance of quiet professional offices on any Lot, provided that such professional offices are maintained as a part of the dwelling; and in accordance with plans and specifications approved by the Architectural Committee (as constituted and appointed pursuant to Article V). A private garage shall be built separately or attached to and made a part of the dwelling, shall be of the same material and conform in architectural design and construction to the dwelling on the Lot upon which the garage is erected, shall not precede the construction of the dwelling and shall have either one, two or three garage doors to accommodate two or three cars.

(b) No dwelling house, garage, building or structure of any character or driveway or fence shall be erected, constructed, located, maintained or used on any Lot (nor shall any addition to, change, or alteration thereof be made) unless and until the specification and plans showing the nature, kind, shape, height, materials, floor plans, exterior color scheme, location, front and rear facings, elevations and landscaping and grading plans (together with a statement of the estimated costs) have been submitted to and approved in writing by the Architectural Committee and a copy thereof as finally approved lodged permanently with the Architectural Committee. The Architectural Committee shall have the right to decline to approve any plans and specification submitted which are not suitable or desirable, in the Committee's opinion, for aesthetic or other reasons, taking into consideration the effect of the building or other structures as planned on the adjacent or neighboring properties and whether the plans are in keeping with and are in general harmony with the surroundings. All construction and landscaping shall be promptly completed in accordance with the approved plans and specifications; and there shall be no change or deviation from the

approved plans and specifications without the prior written approval of the Architectural Committee.

(c) No exterior antennae or receiving device shall be erected or maintained on any Lot or improvement thereon.

(d) Except for the erection of temporary chemical toilets by the Declarant during construction of Dwelling Units, no outside toilet or closet shall be erected on the Properties.

(e) All Lots shall be kept free of unsightly weeds and rubbish at all times. Lawn grass shall not exceed seven inches in height. No animal or poultry of any kind shall be kept on the Properties except those commonly recognized as domestic house pets. No kennel, doghouse or other pet shelter shall be permitted on any Lot. Domestic pets shall be confined to the Owner's Lot and shall not be permitted to defecate or run free on the Properties.

(f) No fences of metal or wire construction, including but not limited to chain link fences, shall be erected on any portion of the Properties, except that the foregoing provision shall not apply to fences approved by the Architectural Committee and used with respect to racquet or other sports facilities. Property line fences may be erected of hedge and bush or ornamental construction, or of brick, wood or stone provided no such fence exceeds six (6) feet in height, and provided the same be first approved by the Architectural Committee. No wood or metal tool, garden, or similar type sheds or structures shall be permitted unless approved by the Architectural Committee.

(g) No advertising signs or billboards except real estate signs offering any dwelling unit or Lot for sale, none of which shall exceed four (4) square feet in size, shall be permitted on any Lot. Customary identification signs, however, shall be permitted on a Lot provided the same do not exceed one (1) square foot in size. Developer's entrance signs and project identification signs and builder's job location signs shall be permitted as approved by the Declarant. Mailbox design and location shall be approved by the Architectural Committee.

(h) No garbage or trash containers shall be located in the front or side lawn area of any Lot for more than a twenty-four (24) hour period. Any vegetable garden or garden plot shall be maintained not closer than three feet (3') to any Lot boundary line and only to the rear of the improvements erected on the Lot. In the event that any Owner maintains a vegetable garden or garden plot, such Owner shall keep the same free from unsightly weeds, remove dead crops and control soil erosion. All garbage or trash storage areas shall be screened.

(i) No exterior storage or parking of recreational vehicles, including but not limited to mail motorcycles, mini-bikes, motor cycles, snowmobiles, campers, motor homes, boats, etc., shall be permitted. No exterior storage or parking of commercial vehicles (except those in the process of making deliveries or providing services) shall be permitted.

(j) Except as is reasonable during construction phases, no rubbish or debris of any kind shall be placed or permitted to accumulate upon any Lot and no odors shall be permitted to arise therefrom so as to render any such Lot or any portion thereof unsanitary, unsightly, offensive or detrimental to any other Lot or dwelling unit in the vicinity thereof or to the occupants thereof. No noise or other nuisance shall be permitted to exist or operate upon any Lot so as to be offensive or detrimental to any other Lot or dwelling unit in the vicinity thereof or to the occupants thereof. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes) shall be located, used or placed on any Lot.

(k) No improvements upon any Lot within the Properties shall be permitted to fall into disrepair, and each improvement shall at all times be

kept in good condition and repair. All other maintenance, repair and upkeep shall be the responsibility of the Owner of the Lot and dwelling unit in need thereof.

(l) All utilities including electric, telephone and television cable lines shall be underground.

(m) The Architectural Committee shall possess the right to control the ridge line of roofs and color of roofs.

(n) There shall be no interference with the established drainage pattern over any Lot within the Properties unless adequate provision is made for proper drainage and is approved by the Architectural Committee. For the purposes hereof, "established drainage" is defined as the drainage which exists at the time the overall grading of the Properties is completed or which is shown on any subdivision plan.

(o) No activities shall be conducted on any Properties and no improvements may be constructed which are or might be unsafe or hazardous to any person or property.

(p) All excavated earth within the boundaries of a Lot, in excess of the amount required for proper grading of the Lot, must be deposited at a place specified by the Declarant within the limits of the development or adjoining lands of the Declarant, unless written consent is given for its removal.

(q) No poles or appliances upon which to hang or expose laundry shall be erected or maintained on any Lot.

(r) No utility "night lights", security lights (except for standard flood lights), insect lights or bug lights or bug killers, or other exterior lighting (except for standard lamp posts and walkway lights) shall be permitted unless approved by the Architectural Committee.

(s) The provisions of this Declaration contained shall run with the land, shall enure to the benefit of and be enforceable by the Declarant, any Owner, the Association, or East Hempfield Township. The violation of any of the provisions is hereby declared to be a nuisance which may be remedied by appropriate legal proceedings. Failure of any party to enforce, or to restrain the breach of any provisions herein, shall be in no way deemed a waiver of the right to do so, or as a waiver of such restriction, condition, covenant or agreement. The Declarant, its legal representatives, successors and assigns, shall not be responsible, either personally or as a fiduciary, for the default of any subsequent purchaser or Owner of any portion of the Properties, nor obliged to enforce compliance with any provisions herein, in the event of default by such purchaser or Owner.

(t) All Owners of each Lot shall be bound by and subject to the By-laws, rules, regulations and assessments of the Association and all provisions relating to the Common Area as set forth herein, which rules and regulations and provisions will require, inter alia, the payment (as provided herein) of an annual fee as assessed for the maintenance and repair of the Common Area and which fee or costs are assessable against the Lots. The Common Area shall be and remain for the sole and exclusive benefit of the residents of Getz's Woods.

(u) Nothing in these restrictions shall limit the right of Declarant to complete excavation, grading and construction of improvements to any Lot or dwelling unit within the Properties, or to alter said excavation, grading and construction of improvements, or to construct such additional improvements as Declarant deems advisable in the course of development of the Properties, or to use any structure in the Properties as a construction office or model home or real estate sales or leasing office. Declarant need not seek or obtain Architectural Committee approval of any improvement constructed or placed by Declarant on any Lot or any Properties owned by Declarant. The rights of Declarant pursuant to this Declaration may be assigned by Declarant

by recorded instrument which specifically designates a successor Declarant. A purchaser from the Declarant is not a successor Declarant unless specifically designated as the successor Declarant in a recorded instrument. A purchaser of less than all of the remaining Lots owned by the Declarant is not a successor Declarant. A purchaser of all of the remaining Lots owned by the Declarant, other than the purchaser of the last Lot, will be considered the successor Declarant and will specifically be designated as the successor Declarant in a recorded instrument.

(v) Any Common Area included in additional phases of Getz's Woods) and all improvements and facilities and amenities located or constructed thereon, will, as completed, be conveyed to the Association. The Association shall be obligated to maintain and repair the Common Area (including the detention basin) and all improvements and facilities located thereon solely for the uses and purposes as specified on the duly recorded final subdivision/land development plan.

(w) In the event the Association shall fail to maintain the Common Area in reasonable order and condition in accordance with the duly recorded, final subdivision/land development plan, East Hempfield Township may serve written notice upon the Association or upon the Owners setting forth the manner in which the Association has failed to maintain the Common Area in reasonable condition; and said notice shall include a demand that such deficiencies be corrected within thirty (30) days thereof, and shall state the date and place of a hearing thereon which shall be held within fourteen (14) days of the notice. At such hearing, the 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 corrected. If the deficiencies set forth in the original notice or in the modifications thereof shall not be corrected within thirty (30) days or any extension thereof, the Township, in order to preserve the taxable values of the Properties within the Township and to prevent the Common Area from becoming a public nuisance, shall have the legal right, but not the obligation, to enter upon said Common Area and maintain the same for a period of one (1) year. Said maintenance by the Township shall not constitute a taking of said Common Area, nor vest in the public any rights to use the same. 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 or to the Owners of each Lot in Getz's Woods, to be held by the Township or its designated agency, at which hearing the Association or the Owners of Getz's Woods shall show cause why such maintenance by the Township shall not, at the option of the Township, continue for a succeeding year. If the Township or its designated agency, shall determine that the Association is ready and able to maintain said Common Area in reasonable condition, the Township shall cease to maintain said Common Area at the end of said year. If the Township or its designated agency shall determine that the Association is not ready and able to maintain said Common Area in a reasonable condition, the Township may, in its discretion, continue to maintain said Common Area during the next succeeding year and, subject to a similar hearing and determination, in each year thereafter. The decision of the Township or its designated agency shall be subject to appeal to court in the same manner, and within the same time limitation, as is provided for zoning appeals. In all matters as set forth herein, the Township shall have the legal right, but not the obligation, to take such action as is permissible by it.

The cost of such maintenance by the Township shall be assessed ratably against the Lots in accordance with the method of assessing such cost as provided herein and shall be a lien upon the Lots affected thereby from and after the date of assessment thereof.

(x) Except as provided on a duly recorded, final subdivision/land development plan for Getz's Woods, the Declarant shall have no obligation to develop the Properties and/or Common Area; and nothing (except as provided on a duly recorded, final subdivision/land development plan) contained in this Declaration shall bind or obligate Declarant to develop the Properties and/or Common Area.

Section 4. Easements. Declarant reserves for Declarant and the Association an easement for maintenance and repair of the Common Area.

ARTICLE III
ASSOCIATION MEMBERSHIP AND VOTING RIGHTS; ASSESSMENTS

Section 1. The Association shall have two classes of members. The qualifications and rights of each class shall be as follows:

Class A. Every Owner shall be a member.

Membership shall include an undertaking by an Owner to comply with and be bound by the Articles of Incorporation, the By-Laws and amendments thereto, this Declaration, and the policies, rules, and regulations at any time adopted by the Association in accordance with the By-Laws and this Declaration. Membership shall be accompanied by payment of the first year's dues in advance.

Membership in the Association shall terminate on such member's ceasing to be an Owner of a Lot.

Each member in good standing shall be entitled to vote on each matter submitted to a vote of the members, provided however, that each member shall be an Owner. A member shall have one vote for each Lot owned by such Owner.

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

The Board of Directors is authorized to establish regulations providing for voting by mail.

Class B. The Class B member(s) shall be the Declarant; and the Declarant shall be entitled to four (4) votes for each Lot owned by Declarant. At such time as the Class B membership is converted to Class A membership in the manner described below, the Class A membership shall obtain and shall permanently retain exclusive control over the activities of the Association. The Class B membership shall cease and be converted to Class A membership upon the earlier of the following events:

(a) one hundred twenty (120) days after seventy-five percent (75%) of the Lots in Phase I of Getz's Woods have been conveyed by Declarant to other persons; or

(b) three (3) years after conveyance by Declarant of the first Lot in Phase I of Getz's Woods.

Voting. As used in this Article III, the phrase "majority vote of the Owners" shall mean a majority of the votes cast at a meeting of the Owners at which a quorum (as set forth in Section 6 of this Article III) is present in person or in proxy.

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.

Section 3. Maximum Annual Assessment.

(a) Until January 1, 1987, the maximum annual assessment shall be thirty dollars (\$30) per Lot.

(b) From and after January 1, 1987, the maximum annual assessment per Lot shall not exceed (unless authorized by the majority vote of the Owners) the greater of (i) an amount equal to thirty dollars (\$30) increased ten per cent (10%) per year and compounded monthly from January 1, 1985; or (ii) an amount equal to thirty dollars (\$30) multiplied by a fraction the

denominator of which is the index for May, 1985, and the numerator of which is the most recently published index. The term "index" shall mean the Consumer Price Index for All Urban Consumers, U.S. city average by expenditure category and commodity and service group, Table 1, 1967 = 100, unadjusted index, as now published by the U.S. Department of Labor, Bureau of Labor Statistics, or similar successor index. For purposes of reference, the index for January, 1985, was 316.1.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum without a vote of the membership. Annual assessments shall be fixed on a calendar year basis beginning January 1 of each year. Special assessments (whether for capital improvements or other expenses) shall be fixed by the majority vote of the Owners.

Section 4. Notice and Quorum for Any Action Authorized Under Section 3. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or proxies entitled to cast sixty percent (60%) of all the votes 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 (and any meeting thereafter until a quorum is present in person or in proxy) shall be one-half ($\frac{1}{2}$) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 5. Uniform Rate of Assessment. With the exception of assessments for damage done as provided herein and except as provided herein, both annual and special assessments must be fixed at a uniform rate for all Lots.

Section 6. Date of Commencement of Annual Assessments; Due Dates; Payment. The annual assessments provided for herein shall commence on the first day of the month following the conveyance of the first Lot within the Properties to an Owner other than Declarant. The first annual assessment shall be in the amount of \$30 and shall be assessed and 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. Except as otherwise established by the Board of Directors of the Association, the annual assessment shall be payable in equal monthly installments in advance on the first day of each month. In addition, each Owner other than Declarant shall deposit with the Association an amount equal to the current annual assessment, which amount shall be (i) retained by the Association as security for payment of amounts due by each Owner and (ii) refunded without interest upon such terms as approved by the Board of Directors of the Association.

Effect of Nonpayment of Assessments: Remedies
of the Association; Subordination to the Lien
of First Mortgages.

(a) The annual and special assessments and monthly assessment payments plus (i) interest at the rate of fifteen per cent (15%) per annum or the maximum interest rate permitted by law, whichever is lower, (ii) late payment fees equal to twenty per cent (20%) of the assessment if not paid within thirty (30) days of when due, and (iii) costs and expenses of collection, including reasonable attorneys fees in an amount not less than \$250, shall be (in accordance with this Article III, Section 7) a continuing lien and charge on the Lot against which each such assessment is made. Each such assessment, plus with interest, late fees and costs for collection (as provided above) shall also be the personal obligation of the person who was the Owner of the Lot at the time when the assessment fell due. The Owner further agrees by his acceptance of title to a Lot that the Association shall be vested with the right and power in its own name to take and prosecute all

suits which may, in the opinion of the Association, be necessary or advisable for the collection of such delinquent assessments.

(b) Each Lot shall be subject to a lien in favor of the Association for any assessment levied against that Lot. Such lien shall (1) date from the date of the assessment (2) be enforced in like manner as enforcement of a mortgage lien (3) be prior to all other liens and encumbrances on the Lot except (i) liens for real estate taxes and other governmental assessments or charges against the Lot; (ii) liens and encumbrances created prior to the recordation of this Declaration; and (iii) mortgages on the Lot given to secure first mortgage holders whenever recorded, whether such recordation occurs prior to or after the date of the assessment or the due date of any installment thereof.

(c) The Association shall, within ten days after written request from any Lot Owner and for a reasonable charge, furnish each Lot Owner with a certificate setting forth:

(1) the amount of any assessment currently due and owing by said Lot Owner;

(2) the amount of assessments for the current calendar year; and

(3) if then proposed by the Association, the amount of any proposed special assessment and/or the proposed assessment for the next calendar year.

(d) A purchaser of any Lot shall not be liable (and no Lot shall be subject to any lien) for any unpaid assessment greater than the amount set forth in the Association's certificate.

ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

The Declarant, for each Lot 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; (2) special assessments for capital improvements; and (3) special assessments for damage done to the Common Area by an Owner, or such Owner's lessees, invitees, licensees, agents and employees, such assessments to be established and collected as provided in Article III of this Declaration.

ARTICLE V ARCHITECTURAL CONTROL

Except as shown in plans and specifications approved by the Declarant, no house, garage, building or structure of any character or driveway or fence shall be erected, constructed, maintained, located or used on said Properties nor shall any addition to, change or alteration thereof be made (including changes in color scheme) unless and until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, color scheme, location, front and rear facings, roofing and elevations thereof have been submitted to and approved in writing by an Architectural Committee composed of three (3) or more members appointed annually by the Board of Directors. In the event the Committee fails to approve or disapprove such plans and specifications within thirty (30) days after said plans and specifications have been submitted to it, approval shall be deemed to have been granted. The Committee shall have the right to decline to approve any such plans and specifications submitted which are not suitable or desirable, in its opinion, for aesthetic or other reasons, taking into consideration the effect of the building or other structures as planned for the adjacent or neighboring property, and whether the plans are in keeping and general harmony with the surroundings.

Notwithstanding the foregoing, so long as Declarant owns any Lot, the Architectural Committee shall be appointed solely by the Declarant and the representatives appointed by the Declarant need not be members of this Association.

ARTICLE VI
POWERS AND DUTIES OF THE ASSOCIATION

Section 1. Association Duties. The Association shall have the obligation, subject to and in accordance with this Declaration, to perform each of the following duties for the benefit of the Owners of each Dwelling Unit or Lot within the Properties.

(a) Association Property. To accept and exercise jurisdiction over all property, real and personal, conveyed to and/or to be maintained by the Association.

(b) Title to Property Upon Dissolution. To convey, upon dissolution of the Association, the assets of the Association to an appropriate public agency or agencies to be used for purposes similar to those for which the Association was created, or to a non-profit corporation, association, trust or other organization organized and operated for such similar purposes.

(c) Operation of Common Area. To improve, operate, maintain and repair all the Common Areas designated by the Declarant on the duly recorded, final subdivision/land development plan or in which it owns easements either for operation and maintenance purposes or for the benefit of Association members; and to keep all improvements of whatever purpose from time to time located thereon in good order and repair.

(d) Payment of Taxes. To pay all real property taxes and assessments levied upon any property conveyed, leased or otherwise transferred to the Association, to the extent not assessed to the Owners. Such taxes and Assessments may be contested or compromised by the Association; provided, however, that they are paid or a bond insuring the payment is posted prior to the sale or other disposition of any property to satisfy the payment of such taxes.

(e) Insurance. To obtain and maintain in force at all times the policies of insurance with limits of coverage not less than as follows:

(1) Fire and extended coverage insurance on all improvements owned by the Association, the amount of such insurance to be not less than eighty percent (80%) of the aggregate value thereof.

(2) Bodily injury liability insurance, with limits of not less than One Hundred Thousand Dollars (\$100,000) per person and Three Hundred Thousand Dollars (\$300,000) per occurrence, and property damage liability insurance with a deductible of not more than One Thousand Five Hundred Dollars (\$1,500) and a limit of not less than Fifty Thousand Dollars (\$50,000) per occurrence, insuring against liability for bodily injury, death and property damage arising from the activities of the Association or with respect to property under its jurisdiction, including, if obtainable, a cross-liability endorsement insuring each insured against liability to each other insured.

(3) Workmen's compensation insurance to the extent necessary to comply with any applicable laws.

(4) Such other insurance, including indemnity and other bonds as the Board shall deem necessary or expedient to carry out the Association functions as set forth in this Declaration and the Articles and By-Laws of the Association. In addition, the Association may obtain and pay for directors and officers errors and omissions insurance which shall name as insureds all officers and directors of the Association.

The liability insurance referred to above shall name as separately protected insureds, the Association, the Board, the Architectural Committee, and their representatives, members and employees, with respect to any liability arising out of the maintenance or use of any Association Properties. Every policy of insurance obtained by the Association shall contain an express waiver, if available, of any and all rights of subrogation against the Board, the Architectural Committee, and their representatives members and employees.

(f) Legal, Accounting and Other Services. To retain and pay for legal and accounting services necessary or proper in the operation of the Association Properties, enforcement of the provisions of this Declaration, or in performing any of the other duties or rights of the Association; and to retain, contract with and pay employees, agents, and contractors to perform any of the duties, obligations or rights of the Association.

(g) Association Property Services. To pay for water, sewer, garbage, electrical, telephone, gas, maintenance, and gardening service, and other necessary utility or other services for the Association Properties.

(h) Recreational Facilities. To maintain and repair, to the extent deemed advisable by the Board, recreational facilities and all improvements relating to such facilities.

(i) Rule Making. To make, establish, promulgate, amend and repeal the Association's rules.

(j) Enforcement of Restrictions and Rules. To perform such other acts, whether or not expressly authorized by the Declaration, as may be reasonably necessary to enforce any of the provisions of the Declaration and the Architectural Committee Rules.

(k) Other. To carry out the duties of the Association set forth in this Declaration, the Articles and the By-Laws of the Association.

Section 2. Liability of Board Members, Declarant and Employees. Neither any Member of the Board, the Declarant, the Architectural Committee nor any employee of the Association shall be personally liable to any Owner, or to any other party, for any damage, loss or prejudice suffered or claimed on account of any act or omission of the Association, the Declarant, the Board, or any other representatives or employees of the Association, or the Architectural Committee; and the Association shall indemnify and hold harmless such Board Member or other person from and of all claims and demands and expenses (including reasonable counsel fees) arising by reason of any alleged wrongful act or omission. Nothing contained herein shall be construed to limit the liability of the Association.

ARTICLE VII 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 way affect any other provisions which shall remain in full force and effect.

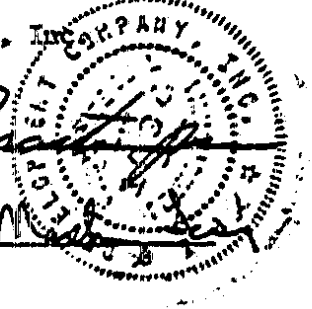
Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the Properties, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first thirty (30) year period by an instrument signed by not less than ninety percent (90%) of the Owners of all

Lots and thereafter by an instrument signed by not less than ninety percent (90%) of the Owners of all Lots. Any amendment shall not be effective until recorded.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 9th day of December, 1985.

P & E Development Company, Inc.

By: [Signature]
Attest: Neomi D. [Signature]

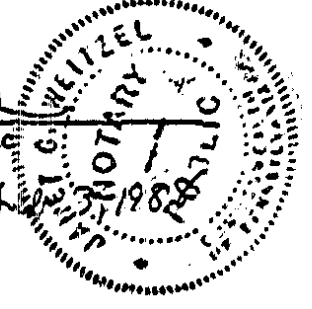


STATE OF PENNSYLVANIA :
County of Lancaster : ss.

On this 9th day of December, 1985, before me, a notary public, the undersigned Officer, personally appeared Phares G. Martin, who acknowledged himself to be the President of P & E DEVELOPMENT COMPANY, INC., a corporation, and that he 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 himself as President.

IN WITNESS WHEREOF, I hereunto set my hand and official seal the day and year first above written.

[Signature]
Notary Public
My Commission Expires: July 1988



BOUNDARY DESCRIPTION
GETZ'S WOODS, SECTION 1
EAST HEMPFIELD TOWNSHIP
LANCASTER COUNTY, PA

All that certain piece, parcel or tract of land SITUATE on the southeast side of Centerville Road, Township Route 554, approximately 220 feet south of the intersection of Den-Mil Drive and Centerville Road in East Hempfield Township, County of Lancaster, Pennsylvania, said Section 1 being shown on a Final Subdivision Plan, Drawing 285-F-1 of 5, dated 29 May 1985, last revised 29 July 1985, as prepared by Derck and Edson Associates, and being more fully bounded and described as follows:

BEGINNING at an iron pin on the approximate centerline of Centerville Road, being the southwestern corner of said tract and in common with the northwest corner of the boundary of the Chapel Forge Development; thence running along said line on Centerville Road North 50 degrees, 29 minutes, 38 seconds East, a distance of 517.07 feet to a point adjacent to the western edge of the cartway of Centerville Road; thence turning and running along said line along Centerville Road, North 63 degrees, 37 minutes, 52 seconds East, a distance of 493.72 feet to a point being a stone marking the northwest corner of said tract adjacent to the east side of Centerville Road; thence turning and running along said line being in common with the lands of Steven and Peggy Richards and H. Darrel and Jaqueline Stone, South 48 degrees, 27 minutes, 40 seconds East, a distance of 282.00 feet to a point; thence turning and running through the tract South 27 degrees, 12 minutes, 16 seconds West, a distance of 416.89 feet to a point; thence turning and running along a line South 37 degrees, 45 minutes, 43 seconds East, a distance of 237.93 feet to a point; thence turning and running along a line South 16 degrees, 37 minutes, 58 seconds East, a distance of 145.60 feet to a point; thence turning and running along a line South 34 degrees, 14 minutes, 52 seconds East, a distance of 140.36 feet to a point; thence turning and running along a line South 51 degrees, 40 minutes, 00 seconds West, a distance of 190.00 feet to a point; thence turning and running along a line South 38 degrees, 20 minutes, 00 seconds East, a distance of 7.50 feet to a point; thence turning and running along a line South 51 degrees, 40 minutes, 00 seconds West, a distance of 226.26 feet to a point being on the southern line of the overall tract; thence turning and running along the common line with the lands of the Chapel Forge Development; North 48 degrees, 20 minutes, 44 seconds West, a distance of 1079.13 feet to a point being the place of BEGINNING.

Containing 17.0404 Acres.

Exhibit "A"