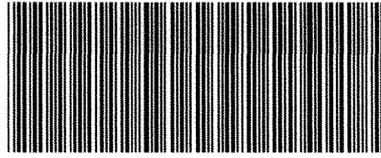


Lancaster County

Bonnie L. Bowman
 Recorder of Deeds
 150 N. Queen Street
 Suite 315
 Lancaster, PA 17603
 Phone: 717-299-8238
 Fax: 717-299-8393



INSTRUMENT # : 5956888
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LANCASTER COUNTY ROD**OFFICIAL RECORDING COVER PAGE**

Page 1 of 34

Document Type: EASEMENT/RIGHT OF WAY
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 212 North Queen St.
 Lancaster, PA 17603

SUBMITTED BY: (asnavely@n-hlaw.com)
 Ashley Snavely
 212 North Queen St.
 Lancaster, PA 17603

*** PROPERTY DATA:**

Parcel ID #: 510

Municipality:
 School District:

*** ASSOCIATED DOCUMENT(S):****FEES / TAXES:**

CRC #6544	\$2.00
RIF #6543	\$3.00
WRIT TAX	\$0.50
RECORDING FEE: EASEMENT/RIGHT OF WAY	\$13.00
PA SURCHARGE #6548	\$23.50
EXTRA PAGE FEE	\$58.00
Total:	\$100.00

INSTRUMENT # : 5956888
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I hereby CERTIFY that this document is
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 Lancaster County, Pennsylvania.



Bonnie L. Bowman

Bonnie L. Bowman
 Recorder of Deeds

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NOTE: If document data differs from cover sheet, document data always controls.

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Prepared by
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Parcel ID:

510-83377-0-0000, 510-25578-0-0000
Pequea Township

**DECLARATION OF COVENANTS,
RESTRICTIONS, EASEMENTS,
CHARGES AND LIENS
FOR
SUMMERFIELD
A PLANNED COMMUNITY**

THIS DECLARATION, made this 17th day of October, 2011, by Nathan Pipitone and Lynare A. Pipitone., hereafter referred to as "Declarant" and Wellington Construction Company, Inc., hereinafter referred to as "Wellington."

WITNESSETH:

WHEREAS, Declarant is the owner by virtue of a certain Deed dated October 28, 2005 and recorded in the Lancaster County Recorder of Deeds Office at Instrument Number 5473291, of real property referred to in Article II and more fully described in Exhibit "A" of this Declaration, and desires to develop thereon a planned residential community to be known as "**SUMMERFIELD**" with Common Elements for the benefit of said community; and

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in said community and for the maintenance of said Common Elements and, to this end, desires to subject the real property referred to in Article II and described in Exhibit "A" of this Declaration, to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each subsequent owner thereof; and

WHEREAS, Declarant has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an entity to be known as "**SUMMERFIELD ASSOCIATION**" to which shall be delegated and assigned the powers of maintaining and administering the open space areas and other common facilities, administering and enforcing the covenants and restrictions and levying, collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Declarant has incorporated or intends to incorporate under the laws of the Commonwealth of Pennsylvania as a non-profit corporation "**SUMMERFIELD ASSOCIATION**" for the purposes of exercising the functions aforesaid; and

WHEREAS, this Declaration is intended to be a master document governing the ownership and use of all of the Units and Common Facilities which collectively constitute the Property, and of the Controlled Facilities which, together with the Common Facilities, constitute the Common Elements.

NOW THEREFORE, the Declarant declares that the real property referred to in Article II hereof and more particularly described in Exhibit "A" attached hereto and forming a part 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. All the provisions of this Declaration shall, as to the Owners of the properties, Common Elements and Units, their heirs, successors or assigns, operate as covenants running with the land for the benefit of each other and all other properties, Common Elements and Units in the development and their respective owners and, as their interests are affected, and the Municipality.

ARTICLE I

Definitions

Section 1.1 Definitions. The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

- a) "Act" or "UPCA" shall mean and refer to the Pennsylvania Uniform Planned Community Act.
- b) "Association" shall mean and refer to "**SUMMERFIELD ASSOCIATION**," its successors and assigns, organized under Section 5301 of the Act.
- c) "Common Elements" shall mean and refer to the Common Facilities and the Controlled Facilities.
- d) "Common Expense Liability" shall mean and refer to the liability for common expenses allocated to each unit in Section 4.2 of this Declaration.
- e) "Common Expenses" shall mean and refer to the expenditures made by, or the financial liabilities of, the Association, together with any allocations to reserves.
- f) "Common Facilities" shall mean and refer to the area of land Comprising 39.82 acres, plus or minus, described in Exhibit "A" (the "Property") less each of the 148 Lots upon which a dwelling unit will be constructed and individually conveyed to the Owners, together with improvements therein shown on the recorded site plan of the Property, and including therein the common open space areas, The Common Facilities include the stormwater management facilities, pathways, utility lines and facilities (including water and sewer mains and sewer pumping facility), alleys, street lights, street signs (including but not limited to ornamental street signs), entrance signs, islands, sidewalks, streets, and landscaped areas within the common open space areas (including Limited Common Areas) of the Property. The location and content of the Common Facilities may be modified by Declarant for so long as Declarant retains ownership of one or more Units, provided that any such modification is approved by the Municipality and is in compliance with the Act. The Common Facilities will be conveyed by Declarant to the Association.
- g) "Controlled Facilities" shall mean and refer to any facilities benefiting the community that are not located within the area devoted to Common Facilities. There are no Controlled Facilities located or associated with **SUMMERFIELD**.
- h) "Declarant" shall mean and refer to Nathan and Lynare Pipitone, their successors and assigns, if such successors or assigns (i) should acquire more than one Unit from the Declarant for the purpose of development and/or construction and sale of Units, and (ii) succeeds (under § 5304 of the Act) to any Special Declarant Rights, subject to the restrictions of § 5304 of the Act.

i) " Dwelling" means a townhouse, or semi-detached residence designed constructed and occupied as a single family residence, and located within a building and on a Lot subject to this Declaration, including 84 townhouses (Triplexes), 28 semi-detached (Semi-detached), and 36 triplex Villas (Villas) with garages in front. Each separate Dwelling shall be subject to all of the rights, privileges and duties set forth herein. A Dwelling and the Lot on which it is situated are collectively synonymous with the term "Unit".

j) "Executive Board" shall mean and refer to the Executive Board of the Association, which shall manage the Association's operations in compliance with, and subject to, the provisions of the Act. Also referred to herein as the "Board".

k) "Limited Common Areas" are certain areas adjacent to Units over which the Owner(s) thereof are granted exclusive use easements appurtenant to their ownership of the Unit, including (a) the entire front yard area between the front facade of the Unit and curb line of the adjacent roadway, including the individual driveway leading to the Unit (corner Units have two front yards), (b) a rear yard, deck or partial patio area and walkways which shall extend 11 (eleven) feet in depth beyond the rear facade of the Villa Units, and to the edge of the Alley pavement in the case of Semi Detached and Triplex Townhouses, (c) as applicable to end Units only, a side yard area extending from the open end side of the townhouse or semi-detached Unit a distance of 7.5 (seven and half) feet. Where two Units share a common driveway, each Owner shall have the right to travel upon (but not to park vehicles or otherwise encroach within) that portion of the driveway located within the front yard area of the other Unit. As used herein, the term "Limited Common Areas" is synonymous with the term "Limited Common Facilities" as used and defined in the Act, and is inclusive of equipment and facilities serving one or more (less than all) Units, such as electrical, gas and water meters, and individual water and sewer service lines from the curb stop to the Unit.

l) "Limited Common Expenses and Charges" means those expenses and charges incurred on behalf, and levied by, the Association against one Owner or a group of Owners, but not all Owners; for costs incurred by the Association providing services pursuant to this Declaration, which services are for the benefit of the Owners so charged.

m) "Lot" shall mean and refer to any plot of land intended and subdivided for residential use, shown upon the recorded site plan of the Property, but shall not include the Common Facilities as herein defined. Each Lot shall coincide with (i) the outside dimensions of the foundation of the dwelling to be erected thereon, and (ii) the center of each party wall separating one dwelling unit from another. As so configured, the Lots within **SUMMERFIELD** community shall be what are commonly called "building footprint lots," and each Lot shall also have the benefit of adjacent Limited Common Areas, as herein defined. There is presently a total of one hundred and forty eight (148) Lots subject to this Declaration, consisting of Lots 1 through 148 inclusive, as shown schematically on the Final Plan of "**SUMMERFIELD DEVELOPMENT**, prepared by Lake, Roeder, Hillard & Associates dated February 2, 2007, revised June 6, 2011 .

n) "Member" shall mean and refer to all those owners who are members of the Association; every Owner of a Unit 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 Unit which is subject to assessment.

o) "Municipality" shall mean and refer to the municipality within which the Property is located, being Pequea Township, situated in Lancaster County, Pennsylvania.

p) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Unit, but shall not mean or refer to any mortgagee or subsequent holder of any mortgage, unless or until such mortgage or holder has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

q) "Plat" or "Plans" shall mean and refer to the Final Plan of "**SUMMERFIELD**" prepared by Lake Roeder Hillard & Associates, dated February 2, 2007, and last revised September 2, 2011 and recorded in the Lancaster County Recorder of Deeds Office at Instrument Number 2011-220-J, as the same may, however, be further revised in accordance with the Municipality's Ordinances, with any such revisions to be subject to approval by the Municipality. The Plans are inclusive of Sheets 1-52. The Final Plan will be amended by the as built Plats of Units which will be recorded by Declarant from time to time as Units are constructed.

r) "Property" shall mean and refer to all lands, both Lots and Common Elements, which are described in Exhibit "A" or are hereafter made subject to this Declaration.

s) "Stormwater Management Facilities" shall mean and refer to the land areas and systems within the property devoted to the management of stormwater drainage, including but not limited to drainage pipes, inlets, manholes, swales, infiltration trenches, basins, recharge areas and Best Management Practices as defined by Lancaster Conservation District. Without limiting the foregoing, the major components of the Stormwater Management Facilities consist of a total of twelve (12) infiltration trenches as shown on the Plats and Plans, and a storm water basin.

t) "Unit" means a part of the Property designed or intended for residential use, including both the Lot and townhouse, or semi-detached dwelling erected thereon. There are a total of 148 Units, numbered 1 through 148, inclusive, to be constructed within a total of 54 buildings.

u) "Utility Lines" means all trunk lines and, unless the context clearly indicates otherwise, individual service lines and appurtenant facilities which provide utility services to a Dwelling or Dwellings within the Community, including sewer lines, water lines, electrical lines, gas lines, telephone lines, cable TV lines, fiber optic, broadband and other similar communications facilities which may now, or in the future, be installed within the Community.

ARTICLE II

Property Subject to this Declaration; Name of the Community

Section 2.1 Property Subject to this Declaration. The real property which is, and shall be, held, transferred, sold, conveyed and occupied subject to this Declaration is located in Pequea Township, and is more particularly described in Exhibit "A", being "**SUMMERFIELD**" consisting of 39.82 acres, more or less.

Section 2.2 Name of the Community. The name of the community to be developed within the Property is "**SUMMERFIELD**" a planned community.

ARTICLE III
Description of Units and Common Elements

Section 3.1 Unit Boundaries. The boundaries of each Unit are coterminous with the boundaries of each Lot as depicted on the as built Plats which will be recorded by Declarant from time to time, as units are constructed. The identifying number of each Unit or Lot is set forth on the Plat (Final Plan) appended hereto.

Section 3.2 Maximum Number of Units. The maximum number of Units that may be created in **SUMMERFIELD** is one hundred and forty two (148). No individual Units may be further subdivided.

Section 3.3 Description of Common Elements. Descriptions of the Common Elements of the Community (including both Common Facilities and the Limited Common Facilities or Areas are contained in Article I (Definitions). There are no timeshare estates created under this Declaration.

Section 3.4 Flexibility of the Community. **SUMMERFIELD** is not intended to be a flexible planned community as such term is contemplated under the Act. In particular, Declarant does not reserve any options to create additional units or Limited Common Elements or both, nor to convert Convertible Real Estate to Units, Common Elements, and/or Limited Common Elements within Convertible Real Estate, nor to add additional real estate to the Community, nor to withdraw withdrawable real estate from the Community.

ARTICLE IV
Membership and Voting Rights in the Association;
Period of Declarant Control

Section 4.1 Membership. Every person who is an Owner (as defined in Article I) of any Unit which is subject by this Declaration to assessment by the Association shall be a Member of the Association. However, in the event that a Member of the Association should lease his Unit to another person then, and only in that event, the lessee shall be entitled to all of the privileges of membership in the Association, except that the Owner will still be responsible for payment of all assessments and will still be entitled to the vote allotted to the particular Unit in question.

Section 4.2 Allocation of Voting Rights and Common Expense Liability. Each Unit is allocated one vote in the Association. The voting right allocated to each Unit is equal with respect to all other Units per the recorded Plat. Likewise, each Unit, and the Owner thereof, is allocated an equal share of the liability for Common Expenses to all other Units; provided, however, that if a Common Expense is caused by the negligence or misconduct of any Unit Owner, the Association may assess such expense exclusively against his or her Unit.

Section 4.3 Period of Declarant Control. Notwithstanding the allocation of voting rights, as set forth in Section 4.2 above, there is hereby declared to be a period of Declarant control, which shall extend from the date of the first conveyance of a Unit to an Owner other than a Declarant, for a maximum of five years thereafter. During the period of Declarant control, the Declarant or persons designated by the Declarant shall appoint and remove the officers and members of the Executive board of the Association.

(a) The period of Declarant control shall terminate no later than the earlier of: 60 days after conveyance of 75% of the Units to Unit Owners other than a Declarant; or two years after all Declarants have ceased to offer Units for sale in the ordinary course of business, whichever shall first occur.

(b) During the period of Declarant control, there shall be a transfer of control of the Executive Board as follows:

(1) Meetings. For purposes of this Subsection 6.01(a), the term "First Election Meeting" shall mean the first meeting of the Association that shall occur no later than sixty (60) days after twenty-five (25%) percent (i.e., the 37th Unit) of the total Units intended to be included in the Community are conveyed to Owners other than the Declarant. The term "First Transitional Meeting" shall mean the meeting of the Association that shall be held no later than sixty (60) days after fifty (50%) percent of the Units intended to be included in the Community (i.e., the 74th Unit) are conveyed to Owners other than the Declarant. The term "Second Transitional Meeting" shall mean the meeting of the Association that shall be held no later than sixty (60) days after seventy-five (75%) percent of the Units intended to be included in the Community (i.e., the 111th Unit) are conveyed to Owners other than the Declarant, or (ii) two (2) years after the Declarant has ceased to sell Units in the ordinary course of its business. Subject to the right of the Declarant to alter the following procedure so as to have all or part of the transition process occur earlier than as hereafter described, the transition from and Executive Board comprised solely of Directors appointed by the Declarant to a Board comprised solely of Directors elected by the Owners shall occur as follows:

(i) First Election Meeting. At the First Election Meeting, the Owners shall elect one (1) Owner to serve on the Board, and the Declarant shall appoint two (2) Directors. The Owner-elected Director shall serve until the first transitional meeting of the Association.

(ii) First Transitional Meeting. At the First Transitional Meeting, the Owners, other than the Declarant, shall elect one (1) Owner to serve as Director, who shall (unless Owner is re-elected) replace the one Owner elected at the First Election Meeting. The candidate receiving the highest number of votes shall be the new Director. The Director elected pursuant to this Subsection shall serve until the Second Transitional Meeting.

(iii) Second Transitional Meeting. At the Second Transitional Meeting the Owners other than the Declarant shall elect three (3) candidates, of whom at least two shall be Owners, to serve as Directors who shall replace the Owner elected member and the remainder of the Directors appointed by the Declarant. The three (3) candidates

receiving the highest number of votes shall be the three (3) new Directors. The Directors elected pursuant to this subsection shall serve until the annual meeting of this Association next following the Second Transitional Meeting.

(2) Non-Voting Member. From and after the Second Transitional Meeting, the Declarant shall have the right to appoint one additional non-voting member to the Board to serve until sixty (60) days after the Declarant conveys the last Unit to an Owner. The Association shall give the non-voting member and the Declarant the same notice as must be given for each other member of the Executive Board for all meetings of the Executive Board, and the Association at the same time as notices are given to the Executive Board members or the Owners as the case may be. The non-voting members shall have the right to attend all Board and Committee meetings, and shall also be entitled to receive financial reports and all other materials that are distributed to each other member.

(3) During the period of Declarant control, Declarant(s) shall provide such annual contribution, in lieu of assessments for as yet unbuilt and unassessed Units, as shall be necessary to balance the annual expenses of the Association with the total assessments against all Units for which certificates of occupancy have been issued. (Declarants' annual contribution during the period of Declarant control shall not cover or subsidize for delinquent assessments against Units for which certificates of occupancy have been issued.)

ARTICLE V

Property Rights in the Common Facilities

Section 5.1 Members' Easements of Enjoyment. Subject to the provisions of Section 5.3 of this Article V, every Member shall have a right and easement of enjoyment in and to the Common Facilities and such easement shall be appurtenant to and shall pass with the title to every Lot, and shall commence at the time of such member's acquisition of his or her Lot whether or not title to the Common Facilities has been then conveyed to the Association. Such easement shall include the right of access to, ingress to and egress from the Common Facilities, the right to make reasonable passive recreational use of the Common Facilities, including the pathways and sidewalks, and the right to use drainage facilities and utilities placed within the Common Facilities. A Lessee shall have all of the rights of this section belonging to the Owner of the Unit with the exception that they are not permitted to vote and are not required to pay any assessment since the vote and assessment remain with the Unit Owner.

Section 5.2 Title to Common Facilities. Declarant hereby covenants for itself, its successors and assigns, that it shall convey the Common Facilities by special warranty deed to the Association, free and clear of all liens and encumbrances, excepting the mortgage encumbrances as may be provided for herein, existing building restrictions, ordinances, easements of roads, privileges or rights of public service companies as provided for herein, and any other restrictions or conditions existing of record not later than the termination of the period of Declarant control, as defined in Section 4.3 above.

Section 5.3 Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) the right of the Association in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the Common Facilities and Controlled Facilities and, in aid thereof, to mortgage said Common Facilities and the rights of such mortgagee in said Common Facilities shall be subordinate to the rights of the Owners hereunder;

(b) the right of the Association to take such steps as are reasonably necessary to protect the Common Facilities against foreclosure;

(c) the right of the Association, as may be provided in its Articles and Bylaws, to suspend the enjoyment rights to recreational open spaces of any members for any period during which any such member's assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations.

(d) the right of the Association to charge reasonable admission and other fees for the use of any recreational facilities within the Common Facilities.

(e) the right of the Declarant, and of the Association, to grant and reserve easements and rights-of-way through, under, over and across the Common Facilities, for the installation, maintenance and inspection of the lines and appurtenances for access, ingress and egress, for public water, gas, electric, telephone, sewage, drainage, fuel oil, cable television, other utilities; provided, however, that such easements and rights-of-way will not be contrary to either (i) the Plan, or (ii) the purposes for which the Common Facilities can be utilized under the governing ordinances of the Municipality.

(f) the right of the Declarant (until the end of the Period of Declarant Control) and the Association, contingent upon the prior written approval of the Municipality or, Governing Authority as applicable, to dedicate or transfer all or any part of the Common Facilities 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 and transfer or determination as to the purposes or conditions thereof shall be effective unless an instrument executed by the president of the Association and attested to by the secretary thereof certifies that after due notice in accordance with the Articles of Incorporation and Bylaws of the Association that two-thirds (2/3) of the persons present, in person or in proxy, approve such action; provided, however, that notwithstanding any such transfer, the Common Facilities are restricted to utilization as open space by the community.

(g) the free right and privilege of Declarant at all times hereafter to go upon the Common Facilities to construct, reconstruct, repair, renovate or correct any work heretofore or hereafter done by Declarant, its agents, servants, workmen or contractors.

(h) the free right and privilege of Declarant, its agents, servants, contractors, licensees and invitees to enter upon the Common Facilities at all times for purposes incident to the construction of the residential subdivision and the marketing of dwellings; including, without limitation, the right to complete all improvements denoted on the Plat and/or the Final Subdivision Plans, the right to maintain offices, models and signs, the right to use easements

within and through the Common Facilities and Controlled Facilities, as more fully set forth herein below.

(i) the absolute right of Declarant at any time until the conveyance of the last Unit to an Owner other than Declarant to modify the boundary lines of the individual Units and the Common Facilities, provided, however, that any such change must be approved by the Municipality. No individual Owner shall be deemed to have a vested right in and to the area, content or location of the Common Facilities until the conveyance of the last Unit to an Owner other than Declarant, except that any such change shall not reduce the amount of the Common Facilities to less than the amount required under the applicable municipal ordinances.

(j) the rights of the Municipality as set forth herein, including the right to approve in advance any transfer of open space.

Section 5.4 Utility Lines Serving More Than One Unit. In order to provide the Unit Owners with underground utility lines, it may be required from time to time that two or more Units be served with a common service entrance line. The Owners of Units with such lines agree to cooperate fully with all maintenance, repair and other measures as may be necessary to provide adequate and proper services to the Owners served thereby.

Section 5.5 Access Easements. The Owner of each Unit over which a five (5) foot wide access easement, or any portion thereof, shall have been laid out and shown on the title Plan, shall have the right to use such easement for its full length as a means of pedestrian access to and from his or her Unit over and across the other Units and Common Areas and Facilities over which the access easement extends.

ARTICLE VI

Covenant for Maintenance Assessments

Section 6.1 Creation of the Lien and Personal Obligations of Assessments.

(a) The Declarant, for each Unit owned by it within the properties, hereby covenants and each subsequent Owner of any such Unit by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall 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; and (3) special assessments for maintenance, restoration or repair as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as are hereinafter provided shall be a charge on the land and shall be a continuing lien upon the Unit against which each assessment is made, as more fully set forth in Section 5315 of the Act. Each such assessment, together with such interest thereon and costs of collection thereof as are 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.

(b) Notification. The Owner of a Unit intending to sell the same shall notify the Executive Board as to his intent to sell the Unit so that the Resale Certificate required under Section 5407 of the Act may be prepared.

(c) Resale Certificate. Within ten (10) days of the receipt of such notification, the Board shall prepare a Resale Certificate which shall set forth all information required under Section 5407 of the Act. This certificate shall be mailed to the place designated by the Owner. No conveyance shall discharge the personal liability of the Owner for unpaid assessments or charges whether or not shown on such certificate. A reasonable fee shall be established from time to time for the cost of preparation of such certificate and shall be paid at the time of request for such certificate. The certificate shall be signed by an officer of the Association or by an employee of the Associate's management company. A properly executed certificate of the Association as to the status of assessments on a Unit is binding upon the Association as to any purchaser or mortgagee relying thereon in good faith as of the date of its issuance, but shall not relieve the Owner of personal liability.

Section 6.2 Purpose of Assessments.

The Assessments levied by the Association shall be used exclusively for the purpose of paying the Common Expenses of the Association, including promoting the recreation, health, safety and welfare of the residents of the Property 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 recreational open spaces and facilities comprising the Common Facilities (including the stormwater management facilities, pathways, sidewalks, streets, roads, alleys, utility lines, utility facilities, street signs, islands, street lights etc.) The Association shall maintain a fund in the amount sufficient to correct the failure of the storm water facilities including infiltration structures.

Section 6.3 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 new construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas, including fixtures and personal property related thereto and including Storm Water Management Facilities. Such assessment, only in the event it is intended for construction of new facilities, shall have the assent of two-third (2/3) of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 6.4 Notice and Quorum for Meeting Required Under Section 6.3. Written notice of any meeting called for the purpose of taking any vote authorized under Section 6.3 shall be sent to all members not less than 14 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 fifty percent (51 %) 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 6.5 Uniform Rate of Assessment; Commencement of Assessments. As to all Units for which assessment has been commenced, both annual and special assessments must be fixed at a uniform rate for all such Units and may be collected on a monthly or other periodic basis; provided, however, that in the event that a Common Expense is caused by the negligence or misconduct of an Owner, or tenant or invitee of an Owner, the Association may

assess such expense exclusively against such Owner's Unit. Assessments for each Unit shall commence concurrently with the issuance of a certificate of occupancy for the Dwelling to be constructed on each Unit.

Section 6.6 Effect of Nonpayment of Assessments: Remedies of the Association.

(a) Any assessment not paid within thirty (30) days after the due date shall be subject to such late charge as may be established by the Board, and shall also bear interest from the due date at the rate of twelve (12) percent per annum, unless a lesser rate is required by law, but then at the maximum rate permitted. The Association may bring an action at law against the Owner personally obligated to pay the same, or may foreclose the lien against the Unit, as set forth in §5315 of the Act, or both. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Facilities or abandonment of his Unit.

(b) Each owner on becoming an owner of any Unit shall be deemed to covenant and agree to the enforcement of all assessments in the manner specified in this Declaration and in the Act. Each Owner agrees to pay reasonable attorneys' fees as established from time to time by the Board and costs incurred in the collection of any assessment against such Owner and/or his Unit, whether by suit or otherwise, or in enforcing compliance with or specific performance of the terms and conditions of this Declaration or other governing documents as against such Owner and/or his Unit.

(c) Any assessment installment not paid within thirty (30) days after the due date shall be delinquent. Thereupon, the Association may provide notice of such delinquency and may (i) declare the entire balance of such annual or special assessment due and payable in full; or (ii) charge a late fee in an amount to be set by the Board; or (iii) upon registered or certified mail notice to the Owner, suspend the right of such Owner to vote and/or to use the recreational and other facilities until the assessment and accrued charges are paid in full; or (iv) employ other remedies available at law or equity or, without limitation of the foregoing, including either of the following procedures:

(d) The Assessments levied by the Association shall be used exclusively for the purpose of paying the Common Expenses of the Association, including promoting the recreation, health, safety and welfare of the residents of the Property 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 recreational open spaces and facilities comprising the Common Facilities (including the stormwater management facilities, pathways, sidewalks, streets, roads, alleys utility lines, street signs, islands, street lights etc.)

e) Enforcement by Suit. The Association may commence and maintain a suit by law against any Owner or Owners for such delinquent assessments as to which they are personally obligated. Any judgment rendered in any such action shall include the amount of the delinquency, together with late fees, interest thereon at the rate of twelve (12%) percent per annum from the date of delinquency, costs of collection, court costs and reasonable attorneys' fees in such amount as the Board has established from time to time. Suit to recover a money judgment for unpaid assessments shall be maintainable without foreclosing or waiving the lien hereinafter provided for.

(f) Enforcement by Lien. Pursuant to § 5315 of the Act, there is hereby created and perfected a claim of lien, with power of sale, on each and every Unit to secure payment to the Association of any and all assessments levied against any and all Owners of such Units pursuant to this Declaration, together with late fees, interest thereon as provided for by this Section, and all costs of collection which may be paid or incurred by the Association in connection therewith, including reasonable attorneys' fees, as may from time to time be established by the Board. At any time after the occurrence of any delinquency in the payment of any such assessment, the Association, or an authorized representative thereof, may make a written demand for payment to the delinquent Owner. Said demand shall state the date and amount of the delinquency. Each delinquency shall constitute a separate basis for a demand or claim or lien, but any number of defaults may be included within a single demand or claim or lien on account of prior delinquencies shall be deemed to include subsequent delinquencies and accounts due on account thereof. If such delinquency is not paid within ten (10) days after delivery of such demand, the Association, or its duly authorized representative, may thereafter elect to commence foreclosure or other enforcement action in court, as set forth in § 5315 of the Act. The Board is hereby authorized to appoint any attorney or any officer or director of the Association for the purpose of conducting such proceeding.

(g) All remedies provided herein or in the Act are cumulative.

Section 6.7 Lien Priority and Divestiture. The priority of any lien for assessments authorized hereunder or by the Act, shall have such priority as against any and all other liens on a Unit, as is set forth in § 5315 of the Act. Any such lien shall be subject to divestiture only as set forth in § 5315 of the Act.

Section 6.8 Exempt Property. The following property subject to this Declaration shall be exempt from the assessments, charges and liens created herein:

(a) all Common Facilities as defined in Article I, Section 1 hereof. Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

ARTICLE VII
Restrictions on Common Facilities

Section 7.1 Uses. The Common Facilities shall be used for only the following Purposes: pedestrian (but not vehicular) use of the sidewalks, and pathways, storm drainage facilities, resource conservation, flood plain conservation, and active or passive recreational purposes. No other use shall be permitted in the Common Facilities.

Section 7.2 Subdivision of Common Facilities. There shall be no further subdivision of the Common Facilities, except for Declarant's right to adjust or modify lot line and Unit boundaries as specified in Article V, Section 5.3(i).

Section 7.3 Landscaping and Planting. No individual landscaping, gardening or planting shall be permitted in the Common Areas, except that landscaping, gardening or planting which is approved by the Association in accordance with its Articles and Bylaws.

Section 7.4 Trees. No trees, except dead or diseased trees, shall be cut except when approved by the Association in accordance with its Articles and Bylaws.

Section 7.5 Fences. No fences shall be erected on the open space, except those approved by the Association in accordance with its Articles and Bylaws.

Section 7.6 Easements. Perpetual easements for the installation and maintenance of sewer, water, gas, electric, telephone, fuel oil, cable television, and storm drainage facilities for the benefit of the adjoining landowners and/ utility companies ultimately operating such facilities, are reserved. Also, easements in general in and over each Unit for the installation of such facilities are similarly reserved. No buildings or structures shall be erected within the easement areas occupied by such facilities.

ARTICLE VIII
**Maintenance of Common Facilities and Controlled
Storm Water Management Facilities**

Section 8.1 Maintenance Responsibility. The maintenance of the Common Facilities (including the Limited Common Areas and Stormwater Management Facilities unless otherwise specified) and Controlled Facilities shall be the responsibility of the Declarant until such time as the initial Common Expense assessment is made. Thereafter the maintenance of the Common Facilities and Controlled Facilities shall be responsibility of the Association, subject to the Declarant's contribution during the Period of Declarant Control, as set forth in Section 4.3. Maintenance shall include, but is not limited to, facilities maintenance and repair, maintenance of the sidewalk, streets, alleys, street lights, street signs, islands, and pathway (maintenance and repair), lawn care, liability insurance, maintenance of landscaping and planting, construction of any kind and anything else associated with the use and enjoyment of the Common Facilities and Controlled Facilities by the Owners. Each Unit Owner shall be primarily responsible, subject to the Association's rights as set forth in Section 14.1, for maintaining his/her Unit, and for maintaining their Limited Common Area, including but not limited to snow removal, lawn care and landscaping there from. Declarant and Township have entered into a Storm Water

Maintenance Agreement which has or will be recorded in the Office of the Recorder of Deeds for Lancaster County and the Association shall be required to comply with the terms of that Agreement as pertain to the storm water management facilities.

Section 8.2 Insurance. The Association shall maintain liability insurance coverage for as long as the Association is obligated to maintain or operate any common facilities, including streets, open spaces, and stormwater facilities. The Association shall, upon request of the Township, present the Township with certificates of insurance evidencing commercially reasonable insurance coverage for similar projects but in no event less than \$500,000.00 for property damage and at least \$1,000,000.00 for personal injury, including death. The Township, its elected and appointed officials, employees, and agents, shall be named as additional insureds on any such insurance policies.

Section 8.3 Street Lights. The Association shall be responsible for and pay any and all charges for electricity use light for streets lights.

ARTICLE IX

Effect of Non-Maintenance of Common Facilities by Association

Section 9.1 Right of Municipality. In the event that Declarant or the Association neglects the maintenance of or repair to the Common Elements, as provided for in Article VIII hereof, the Municipality shall have the right, but not the obligation, to provide for the maintenance of or repair to the Common Elements, and the costs thereof shall be assessed equally among the Owners. The assessment shall be a charge of the Units and shall be a continuing lien upon the Units. Upon the failure of the Declarant or Association to comply with the terms of Declarations or to take corrective measures following thirty (30) days' notice from the Township, the Township, through its authorized representatives, may take such corrective measures as it deems reasonably necessary to bring the Property, including the Common Facilities, into compliance with the Declaration and may charge the cost thereof to Association, its successors or assigns, and the owners of the Units and, in default of such payment, may cause a municipal lien to be imposed upon the property, the Units or any part thereof. Any municipal lien field pursuant to the Declaration shall be in the amount of all costs incurred by the Township, plus a penalty of ten (10%) of such costs, plus the Township's reasonable attorneys' fees.

Section 9.2 Abandonment or Cessation of Association. In the event that the Association is abandoned or abolished, or otherwise ceases to exist, or the Association proposes to dispose of the Common Facilities as provided herein, such Common Facilities shall first be offered for dedication to the Municipality, at no cost to the Municipality, before any other steps are taken in conformity with these Covenants and Restrictions. Prior written approval of the Municipality shall be obtained prior to any abandonment or cessation of the Association.

ARTICLE X

General Restrictions

Section 10.1 Compliance with Final Plan. No use of any Unit or Limited Common

Area shall be made which is contrary to the Final Plan or as built plan approved by the Municipality, as provided for in the relevant provisions of the Municipal Zoning Ordinances, or such changes or amendment to such plan as may from time to time be properly approved by the Municipality. Each Owner shall be bound by all provisions of such Plans, whether or not recorded, including but not limited to all Notes shown thereon

Section 10.2 Lot Size. No Lot shall be subdivided, partitioned, changed or reduced in size except that the Declarant reserves the right to itself, its successors or assigns, to modify the final plan and Unit Boundaries in accordance with the proper consent and approval of the Municipality.

Section 10.3 Declarant's Right to Review Building Plans. Except as to the initial construction of the Units, no construction, including excavation or site preparation, shall begin upon any Lot, residence or accessory building nor any major alterations made to the exterior of any existing building, until the plans and specifications showing size, shape, floor plans, materials, colors, location, elevations and disposition of fill shall have been submitted to and approved by the Declarant, or its successors in title until Declarant shall no longer own any Lots within **SUMMERFIELD** or December 31, 2018, whichever shall first occur. All such plans shall have been prepared by and bear the seal of a registered architect or engineer. The intent of such approval is to insure that all structures at **SUMMERFIELD** shall exist in general harmony and character with each other and the topography, vegetation and other features.

Section 10.4 Use and Improvement Restrictions. The following uses and improvements are prohibited or restricted within any Lot or Limited Common Area unless specifically permitted with the prior approval of the Declarant or the Executive Board of the Association.

- (a) No fence, hedge or other continuous obstruction or barrier of like nature shall be erected or maintained.
- (b) No outside or free-standing TV, satellite, radio, short wave or similar Aerial, dish or antenna shall be erected or maintained, provided, however, that no satellite dish antenna shall exceed 18 inches in diameter.
- (c) No trailer, tent, recreational vehicle, outbuilding or structure of a temporary nature shall be used as a residence and no unused vehicle or equipment and no trailer, recreational vehicle or boat shall be parked or stored on any Limited Common Area, Roadbeds or driveways within the Community.
- (d) No commercial or business type vehicle or equipment shall be parked on any Limited Common Area, Roadbeds or common parking area except when performing work or making a delivery, except if entirely enclosed in a garage.
- (e) No fowl shall be raised or kept, nor shall any large animal be housed, raised or otherwise maintained on any Unit.
- (f) No portion of the Property shall be used or maintained as a dumping ground for rubbish, trash, new or used lumber or wood, metal scrap, garbage or other

waste, except that such material may be kept in the Dwelling or in areas of the Property designated for this purpose by the Declarant (in connection with its construction), or by the Executive Board, provided that these materials are kept in sanitary containers in a clean and sanitary condition. Unit Owners shall place these containers for collection only in the designated areas, and only on the day these refuse materials are to be collected. Empty containers shall be removed promptly after collection.

(g) No Unit Owner or occupant shall leave any non-operating vehicle, any vehicle not currently registered and licensed, or any vehicle having an invalid and expired state motor vehicle inspection sticker on or about the Property, except if entirely enclosed in a garage.

(h) Applicant and the Association, and their respective successors and assigns, shall require each unit owner to maintain and use the parking space or spaces within the unit's garage to accommodate vehicles owned and /or operated by the occupants of the unit which such occupants desire to maintain, park or store at Summerfield. The garages shall be maintained in a condition to accommodate the number of vehicles for which the garage is designed. The documentation for the Association shall contain provisions requiring compliance with this Condition.

(i) No articles of any kind shall be hung from the windows of any Unit. Clothes and other articles shall not be dried or aired from a window or on any Limited Common Element. At no time shall any clothesline be permitted on the Common Elements or Limited Common Elements.

(j) No signs are permitted except for standard Real Estate "For Sale" signs

(k) No nuisance shall be allowed upon the Unit, nor any use or practice that is a reasonable source of annoyance to the majority of residents or which interferes with the peaceful possession and proper use of the property by its residents.

Section 10.5 Completion of Construction. Exterior construction of any Unit must be completed within one (1) year of the date of ground breaking.

Section 10.6 Prohibition of Unlicensed Motorized Devices. The use of motorbikes, mini-bikes or similar unlicensed motorized devices shall not be permitted in **SUMMERFIELD** except duly licensed motorcycles may be used on the Roadbeds for the purpose of normal transportation.

Section 10.7 Prohibition of Interference with Drainage Facilities. No grading, landscaping or excavation or driveway installation shall be constructed on the Property in a manner that burdens, damages or interferes with drainage swales, pipes, infiltration trenches, basins or other drainage facilities of any type.

Section 10.8 Restrictions in Addition to Municipal Ordinances, Rules or Regulations. All restrictions provided for herein shall be in addition to any restrictions contained in Municipal ordinances, rules or regulations, and in all events, in the case of conflict between such rules and regulations and the Restrictions provided for herein, the more stringent of the two shall apply.

Section 10.9 Leases. No Unit at **SUMMERFIELD** may be leased by an owner or subleased by any occupant, unless the Owner and occupant have complied in all respects with the provisions of Article XII regarding leases.

Section 10.10 Rules and Regulations. The Executive Board shall have the power and authority to adopt, amend, withdraw and publish from time to time such Rules and Regulations applying the foregoing Protective Covenants as the Board may deem appropriate under the then-existing circumstances of the Association.

Section 10.11 Insurance on Individual Units. Each Owner of a Unit is obligated to carry homeowners' insurance on such Owner's Unit. Homeowners' insurance must be written on a standard form for individual (i.e., not condominium) fee simple ownership of the dwelling unit, and must include both fire and extended coverage's with respect to protection against property damage, and individual liability with respect to insuring against injuries to persons suffered within the boundaries of the Unit or within the boundaries of the Limited Common Areas adjacent thereto. Each Owner shall on an annual basis, provide the Association with either a Certificate of Insurance or a copy of the insurance policy demonstrating compliance with this obligation. The Association is authorized to obtain insurance on any Unit where the Owner fails to do so. Set forth in Section 6.2(a) of the Declaration, the Association shall carry liability insurance with respect to protection against claims for injuries suffered while on the common elements of the community.

ARTICLE XI

Sanitary Sewage Disposal

Section 11.1 Restrictions on Waste Discharge. Only normal domestic wastes shall be discharged into the sewage disposal system. The following shall not be discharged into such systems: (a) industrial waste, (b) automobile oil and other nondomestic oil, (c) toxic or hazardous substances or chemicals, including, but not limited to, pesticides, disinfectants (excluding household cleaners), acids, paints, paint thinners, herbicides, gasoline and other solvents, and (d) clean surface or ground water, including water from roof or cellar drains, springs, basement sump pumps and French drains. Without limiting the foregoing, all discharges shall comply with the rules and regulation of the Authority, which may change from time to time, and there shall be no discharges which are prohibited by such rules and regulations.

ARTICLE XII

Leases

Section 12.1 Leases and Lease Addendum. Each Owner who wishes to lease his Unit shall use a written lease agreement, and shall attach addendum to the lease in a form and content approved by the Board, or provided by the Board through the adoption of a Lease Rule and Regulation, and each Owner shall fully comply with this Article and any Lease Rules and Regulations adopted by the Board.

Section 12.2 Lease Terms. Leases for Units, and any renewal or extension term thereof, shall not be for a term of less than one (1) year, and Owners shall not lease less than an

entire Unit. The maximum number of persons who shall be entitled to lease any Unit shall be not greater than three (3) unrelated persons, or the maximum number of persons permitted by an applicable federal, state or local statute, regulation or ordinance.

Section 12.3 Compliance with Governing Documents. All Tenants or Occupants of a Unit, including all members of their family, and their guests and invitees, are obligated to comply with all provisions of the Governing Documents throughout the term of the lease and/or their occupancy of a Unit. In addition to such other provisions as the Board may require through the adoption of a Lease Rules and Regulations, the Lease Addendum shall contain an affirmative statement by the tenant agreeing to be bound by, and comply with, the Governing Documents throughout their occupancy of the unit. Any failure by the Owner to comply with this Article, and any breach or failure to comply with by the Owner or Occupant with the Governing Documents during the term or time the Occupant resides in a Unit, shall be deemed to be a violation of the Governing Documents, and the Owner shall be subject to the impositions of enforcement remedies and penalties in accordance with all applicable provisions of this Declaration.

Section 12.4 Owner's Delivery of Governing Documents. Each Unit Owner shall, at the Owner's expense, provide his Tenant with a full and complete copy of the then-current Governing Documents of the Association at the same time that Owner and the Tenant enter into a lease. The Association shall maintain additional copies of the Governing Documents for purchase by the Owners at a price established by the Board in an amount intended to result in the Association's recovery of all costs of copying, assembling, storing and providing copies of the Governing Documents.

Section 12.5 Owner's Delivery of Copy of Lease. The Owner of a leased Unit shall have an affirmative obligation to provide the Board with a full and complete copy of the signed Lease for a Unit, as well as a signed original of the addendum to the Lease, within ten (10) days of the date on which a tenant signs the lease together with a check in such amount as the Board may from time to time establish by rule and regulation, in order to defray to Association's book and record keeping costs.

Section 12.6 Lease Approval. Subject to any leasing rules and regulations which may be adopted by the Board, the Board, or a duly authorized member of the Board, or the Board's authorized agent, shall review the lease, lease addendum and check submitted by the Owner, and if the lease and lease addendum are complete and signed, do not contain any term or condition contrary to the Governing Documents, and are accompanied by a check in the requisite amount, then within ten (10) days of receipt of the complete lease and addendum, the lease shall be approved, and the Owner shall be provided with written notice of approval of the lease. If the lease or lease addendum are incomplete or unsigned, or contain a term or condition contrary to the Governing Documents, or if the required check is not presented, then the lease shall be denied approval, and the Owner shall be provided with written notice of the denial of the lease. Without regard for any approval issued, the provisions of the Governing Documents shall control over the contrary provisions, if any, of a lease. The denial or approval of the lease shall not be a bar to completion of or redrafting and resubmission of the lease by the Owner. No Owner, nor any prospective tenant, shall have any cause of action against the Association, or the Board, its officers or agent for denying approval of a lease which does not fully comply with the provisions of this Article; and the Owner shall be deemed to have agreed to indemnify and hold the Association, the Board, its officers, and agents harmless from any claim, demand, cause of action,

or judgment, including costs and attorneys' fees, arising from the Association's denial of approval of a lease which does not fully comply with the requirements of this Article.

Section 12.7 Payment of Assessments, Fees, Fines and Charges. The Unit Owner shall remain responsible to continue to maintain the Unit and to make timely payments of all assessments, fees, fines, costs, expenses and charges due under the Governing Documents throughout the term of the lease. If a Unit Owner shall fail to pay any assessment, fee, fine, cost, expense or charge due under the Governing Documents, then the Association, upon written notice to the Unit Owner and Tenant, may collect delinquent assessments and other fees, fines and/or charge due from the Owner under the Governing Documents from the Tenant, from month-to-month, in an amount not in excess of the monthly rental due to the Unit Owner from the Tenant, until all sums due from the Owner to the Association are fully paid; and the Tenant shall receive a rental credit from the Unit Owner to the extent of any amount paid to the Association on account of delinquent assessments, fees, fines, charges, expenses and/or charges due to the Association from the Unit Owner.

Section 12.8 Leasing Rules and Regulations. The Board shall have the power and authority to adopt, amend, withdraw and publish such Leasing Rules and Regulations as the Board may from time to time deem necessary and appropriate to the circumstances of the Property.

ARTICLE XIII

Party Walls

Section 13.1 General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Lots and placed on the dividing line between the Lots shall constitute a party wall and, to the extent not inconsistent with the provisions hereof, 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 13.2 Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of any party wall shall be borne by the Owners who make use of the wall in proportion to such use.

Section 13.3 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 party wall may restore it, and if the other Owner thereafter makes use of the wall, he shall contribute to the cost of restoration thereof in proportion to such use, without prejudice, however, to the right of any such Owner to call for a larger contribution from the other Owner, under any rule of law regarding liability for negligent or willful acts or omissions.

Section 13.4 Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act caused the party wall to be exposed to the elements shall bear the whole cost of furnishing and installing the necessary protection against such elements.

Section 13.5 Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to, and shall be a benefit and burden upon the land and shall pass to such Owner's successors-in-title.

Section 13.6 Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, the Owners involved in such dispute shall submit the matter to the Board of Directors of the Association for decision. A ruling by the majority of the Board of Directors of the Association regarding any question involved under this Article shall be final and conclusive.

ARTICLE XIV

Exterior Maintenance; Assessments Therefore

Section 14.1 Exterior Maintenance. In addition to maintenance of the Common Areas and Facilities, the Association shall have the exclusive duty and obligation, subject to (i) each Owner's primary maintenance responsibilities, as set forth in Section 8.1 above, for his/her Unit, and Limited Common Area, and (ii) the adoption by the Board of standards and procedures and/or rules and regulations, to provide upon any Unit, or Limited Common Area appurtenant to such Unit, requiring same, when necessary in the opinion of the Board to preserve the beauty, quality and value of the Property, exterior maintenance and repair, including paint, roof repair and replacement, gutters, downspouts, exterior building surface, yard cleanup and/or maintenance and driveway maintenance.

Section 14.2 Assessment of Costs. The costs of such exterior maintenance and repair shall be assessed against the Unit or Units upon which such maintenance is performed or, in the opinion of the Board of Directors of the Association, benefiting from same, as an Exterior Maintenance Assessments. The assessment shall be apportioned among the Units benefited in the manner determined to be appropriate by the Executive Board of the Association. If no allocation is made, the assessment shall be uniformly assessed against all of the Units in the affected area as a Limited Common Expense. The Exterior Maintenance Assessments shall not be a Common Expense, nor shall it be a part of the Annual or Special Assessments; the Exterior Maintenance Assessment levied against a Unit, if any, shall be in addition to any Annual or Special Assessment levied against the Unit. Any Exterior Maintenance Assessment levied by the Board shall be a lien on the Unit, and the personal obligation of the Owner, and shall become due and payable in all respects together with interest and fees for the cost of collection, as provided for the other assessments of the Association, and shall be subordinate to mortgage liens to the extent provided by Section 5315 of the Act.

Section 14.3 Access at Reasonable Hours. For the purpose of performing the maintenance authorized by this Article, the Association, and its duly authorized agents, employees and contractors, shall have the right, after reasonable notice to the Owner, to exercise the easement granted under Declaration Article III, Section 6, and to enter upon any Unit and the exterior of any improvements thereon at reasonable hours on any day, except Sunday, to perform work.

Section 14.4 Preventative Maintenance of Unit. Preventative maintenance and "touch-up" painting of exterior of each Unit is the Owner's responsibility and is encouraged. In order to

maintain uniform standards for **SUMMERFIELD**, only Board approved colors and materials shall be used. The Managing Agent may be contacted for specific information. The maintenance and repair of the interior of a Unit, and the replacement of all portions of the Units, shall be the responsibility of the Owner. Any installation, repair, maintenance or replacement work conducted by any Owner shall be performed only after the Owner has secured approval in accordance with Article XV regarding Architectural Control, save that no installation, repair, maintenance or replacement shall impair the structural integrity of any building, or adversely affect any adjacent Unit.

Section 14.5 Moving Damages. Any damage caused by any Owner or resident to the Common Areas and Facilities, as well as to any Unit, when moving in or out of a Unit shall be the responsibility of the Owner of the Unit; and the Owner of the Unit shall promptly return the Common Areas and Facilities, or Unit to the appearance, color and function it had prior to being damaged. Should the Owner fail to promptly return the damaged Common Areas and Facilities, or Unit to its preexisting condition and appearance, and all costs incurred by the Association to return the damaged area to its pre-existing appearance, condition and function shall be levied against the Owner as an expense benefiting less than all Units.

Section 14.6 Other Maintenance by Owner. The Owner shall maintain, repair and replace the interior of his Unit, and all those portions of his Unit not specifically made subject to maintenance, repair or replacement by the Association in this Declaration, including, but not limited to, utility service lateral lines, windows, doors, stoops, decks, patios, chimneys, flues and exterior lighting fixtures, save that all work done by any Owner shall be subject to architectural approval in accordance with Article XV hereof.

ARTICLE XV

Architectural Control

Section 15.1 Architectural Control. No building, fence, wall, improvement, grading, landscaping, nor any other structure shall be commenced, erected, maintained or used by any Owner upon any Unit or the Common Areas and Facilities, nor shall any exterior addition, or change or alteration, including but not limited to changes in color, materials and appearances, or alterations thereof, be made until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the proposed change or alteration shall have been submitted to and approved in writing by the Executive Board of the Association in accordance with the provisions of this Article.

Section 15.2 No Architectural Change Without Approval. In order to ensure harmonious and efficient development of the Property, to preserve the appearance and value of the Property, and in order to maintain and monitor the Owner's compliance with the Governing Documents, no change, modification, repair, renovation, reconstruction, improvement or addition shall be undertaken to any Unit, nor shall any work, if any, be done by any Owner upon the Common Areas and Facilities, except in accordance with plans and specifications which have first been submitted by the Owner to, and approved in writing by, the Board in accordance with this Article and any applicable Rules and Regulations of the Association.

Section 15.3 Changes to Units. The Unit Owners shall not bear any obligation to

obtain any architectural approval under the provisions of this Article, unless otherwise limited by rules and regulations adopted by the Board, if the proposed improvements are to be made only to the nonstructural portions of the interior of a Unit, and provided the proposed improvements are to be made completely within the Unit. No work may be done to any structural or load-bearing portion of any Unit, nor upon the exterior of a Unit, nor upon any Limited Common Area, except upon the Owner's receipt of written architectural approval in accordance with this Article.

ARTICLE XVI

Due Process Procedures

Section 16.1 Due Process Procedures. The Association has determined that the establishment of a Due Process Procedure for the determination and remediation of violations of the Governing Documents and to prevent breaches and violation of the Governing Documents, will help deter violations and secure voluntary compliance, while preserving the health, safety and welfare of the Owners, and maintaining the appearance and value of the Property. The Board may adopt, amend, enforce and publish from time to time, as the Board may deem necessary, such due process procedures and rules and regulations regulating the Owner's and Occupant's use and enjoyment of the Property as the Board may deem necessary to prevent breaches and violations of the Governing Documents, preserve health, safety and welfare, and/or maintain the value and appearance of the Property. Subject to the provisions of the Bylaws, the Board may appoint such committees as it deems appropriate to assist it in regulating the Owner's and Occupant's use and enjoyment of the Property.

Section 16.2 Owner's Obligations. For purposes of imposition of fines, sanctions and demands for abatement, cure or remediation of violations of the Governing Documents by the Owner or Occupant of a Unit, the Owner of the Unit shall be deemed the person responsible for the violation, and the Owner shall be obligated to pay all fines, costs, expenses or fees levied, reimburse any costs, fees or expenses incurred by the Association, and to carry out the abatement, cure or remediation ordered by the Association, without regard for the identity of the Owner, Occupant, guest, invitee, licensee, agent, servant, employee or independent contractor who committed, permitted, condoned or failed to prevent any breach or violation of the Governing Documents.

Section 16.3 Complaining Party. Any Owner, Board Member, Committee Member or the Property Managing Agent, if any be appointed, may submit a written complaint to the Managing Agent, in accordance with such Rules and Regulations, if any, as the Board may adopt with respect to submission of a complaint, and the complaint shall described or allege the essential facts of a violation of the Governing Documents allegedly committed by an Owner or Occupant. Complaints must be signed by the Complainant, specify to the best knowledge of the Complainant the provisions of the Governing Documents allegedly violated, set forth in detail the essential facts which are asserted to constitute the breach or violation, and the identity of, or describe, the Owner or Occupant who allegedly committed the violation.

Section 16.4 Board Review. The Board shall review all written complaints submitted at the next meeting of the Board, except that in the event of a complaint with respect to any violation which represents an immediate threat to the health, safety and welfare of the Owners, or the value of the Property, the Board may meet to review the Complaint at the Board's earliest convenience. The Board may not take action to determine the existence of any violation, or

impose any fine or sanction, except upon the receipt of a signed, written complaint. The Board may request that the Complaint be reviewed by legal counsel, but the Board shall make the final determination as to whether the acts complained of represent a violation of the Governing Documents. Incident to making such a determination, the Board may contact the accused Owner or Occupant directly and secure information or a preliminary response to the Complaint. The Board may also attempt to resolve the matter informally. Any final, formal determination that a violation has been committed must be made by a majority vote of the Board, otherwise the complaint shall be dismissed.

Section 16.5 Fines and Sanctions. In the event that the Board makes a final determination that there has been, or is, a violation of the Governing Documents, then the Board may levy a fine against the Owner in an amount consistent with the nature and severity of the violation, and each day upon which a violation or breach continues may be deemed a fresh violation or breach, subject to the imposition of additional or continuing fines, as the Board may levy or assess. In addition, the Board may impose such other sanctions as the Board deems necessary and appropriate, including the issuance of a cease and desist letter, and if necessary, a demand specifying action or work to be done by the Owner on or about a Unit or improvements on the Unit, Limited Common Area, and/or the Common Areas and Facilities, as may be appropriate to abate, cure or remedy any violation.

Section 16.6 Notice of Violation. Upon completion of its investigation and any unsuccessful effort to resolve the Complaint informally, the Board shall issue a Notice of Violation letter to the Owner and Occupant, if applicable. A copy of any Notice of Violation issued by the Board shall also be transmitted to the Complaining Owner, provided, however, that if the matter is resolved informally, or if no violation is found to have occurred, then the Board shall advise the Complaining Owner in writing of the resulting disposition of the matter by the Board.

Section 16.7 Contents of Notice of Violation. Any Notice of Violation issued by the Board shall specifically identify the relevant provisions of the Governing Documents which have been found to have been violated, contain a statement of the essential facts giving rise to the violation, and as to any violation which is of a continuing nature, contain a directive to the Owner to cease and desist from committing the violation. The Notice of Violation may also contain notice of the levying of a fine, and set forth specific action to be taken, or work to be done, by the Owner in order to abate, cure or remedy a violation, and to return the Property to the condition and state in which it existed prior to the violation. If the Notice directs the Owner to perform any action or work to abate, cure or remedy a violation or return the Property to its pre-existing condition, then the Notice shall also advise the Owner that if the required action or work is not promptly done, then it may be done by the Association, and all costs, fees and expenses shall be levied as an assessment against the Owner in accordance with Section 10 of this Article. The Notice of Violation shall contain a statement that unpaid fines and uncured violations and/or remedial action will be disclosed in any Estoppel Certificate issued. The Notice shall also give the Owner notice of their appeal rights under Section 11 below.

Section 16.8 Fines. Any fine levied by the Board may be a single fine for a single violation and/or a continuing fine for a continuing violation. In the event of the levying of a fine for a continuing violation, the fine shall begin to run from a date certain, which date shall be specifically stated in the Notice of Violation; the date shall be a date to be established in the

discretion of the Board not more than ten (10) days after the date of the issuance by the Board of the Notice of Violation (the "Fine Commencement Date"). The payment of any fine levied by the Board may be suspended during the pendency of an appeal proceeding before the Board, but the fine shall be deemed to be due from the Fine Commencement Date in the event the appeal procedure is resolved by the Board against the Owner. Any fine imposed in accordance with this Article shall, until fully paid, constitute a lien against the Unit from the Fine Commencement Date, and a personal obligation of the Owner, and shall be collectible in same manner as a delinquent assessment.

Section 16.9 Additional Remedies. In addition to the powers to resolve a matter informally, to levy a fine, issue a cease and desist letter and/or Notice of Violation, the Board shall have the power, but not the obligation, upon Notice to the Owner, to suspend an Owner's right to vote and to serve upon the Board and/or any committee effective from the Fine Commencement Date, until the fine is paid or violation cured, and also to bring an action at law or in equity, or in both, against the Owner to collect any fines levied and/or costs or fees incurred, and to secure the Owner's compliance with the Governing Documents, including the performance of curative or remedial work. The Board shall also have the power to pursue all remedies available to it under this Article consecutively, or concurrently, as the Board may elect.

Section 16.10 Fees and Costs of Enforcement. All costs, charges, expenses and fees, including reasonable attorneys' fees incurred by the Association incident to collecting fines and/or enforcing compliance with the Governing Documents in the manner aforesaid, including, but not limited to those incurred, if any, to secure professional advice and guidance regarding the nature and extent of damages to the Property, and the work or action needed to remedy the violation and/or damages, as well as the costs of labor, materials and any necessary oversight or guidance for work to be done, or for action to be taken, by the Association to cure or remedy a violation and return the Property to its pre-existing condition and appearance, as well as any charges, fees or fines levied by the Association, together with any attorneys' fees incurred, shall be reimbursed to the Association by the Owner, and until paid in full, shall be a lien upon the Unit and the obligation of the Unit Owner, collectible in the same manner as a delinquent assessment.

Section 16.11 Appeal Procedure. Any Owner against whom the Board has levied a fine, issued a cease and desist letter and/or Notice of Violation or denied an architectural application shall have the right to file an appeal from such fine, letter or Notice to the Board by filing a written Notice of Appeal with the Board within ten (10) days from the date the Notice of Violation was issued. The Notice of Appeal shall be filed with the Board and/or the Managing Agent by first class mail and/or hand delivery. The Notice of Appeal must state the essential facts and/or provisions of the Governing Documents allegedly giving rise to the basis of the appeal, and shall contain a copy of the Notice of Violation issued by the Board.

Section 16.12 Appeal Hearing. An appeal hearing shall be scheduled by the Board to be held within thirty (30) days after the Board's receipt of the Notice of Appeal, unless extended by direction of the Board upon notice to all parties or by agreement of the Board and the Owner filing the appeal. The appeal may be heard by the Board or by a Board member appointed by the Board to act as a hearing officer for the Board. The appealing Owner, as well as the Complainant, shall have the right but not the obligation to attend such hearing, and to produce any relevant statement, evidence and/or witnesses on the Owner's and/or Complainant's behalf. Each party to such hearing, including the Board, may be represented by legal counsel. If conducted by a hearing

officer, then upon the conclusion of the appeal hearing, the hearing officer shall prepare and submit a written report, together with all evidence presented at the appeal hearing, to the Board for the Board's review and determination of the appeal, a copy of the hearing officer's report shall also be provided to the Owner who brought the appeal. During the course of any appeal hearing, strict rules of evidence shall not apply, but the Board or hearing officer may refuse to hear or admit testimony or evidence which is not relevant, represents hearsay or is merely cumulative. No transcript of the hearing shall be taken, unless taken with the Board's or hearing officer's prior written consent, and any transcript taken shall be taken by a licensed court report at the sole expense of the party requesting the transcript; the party taking the transcript shall promptly provide all parties to the appeal with a copy of any transcript taken. All parties, including the Owner, the Board and/or hearing officer and/or their respective counsels, shall have the opportunity to cross examine all witnesses and to examine all evidence presented during the course of the appeal hearing.

Section 16.13 Decisions Upon Appeal. After consideration of the evidence submitted and/or the hearing officer's report, as applicable, the Board shall issue its decision in writing to the Owner and the complainant Owner. The Board's decision shall be issued within thirty (30) days after the conclusion of the appeal hearing. Decisions of the Board shall be by majority vote and shall be final and binding.

Section 16.14 Advisory Opinions. Any Owner may apply to the Board for an advisory opinion regarding the interpretation or application of the Governing Documents. The Board may, but has no obligation to respond to any request for the issuance of an advisory opinion. If the advisory opinion would require the Board to consult with any architect, engineer, accountant or legal counsel, then the Board may forebear from rendering the advisory opinion until the requesting Owner agrees in writing to reimburse the Board for all expenses and fees incurred. If issued, any advisory opinion issued shall be binding only as between the Association and the Owner to whom it is issued, unless otherwise stated by the Board within the advisory opinion. Advisory opinions may be prepared by the Board or the Association's legal counsel if so authorized by the Board, but any opinion drafted by legal counsel must be approved and adopted by majority vote of the Board before being issued.

Section 16.15 Binding Arbitration Between Owners and the Association. In the event of a dispute between the Association and any Owner, except architectural disputes submitted to arbitration under Article XV and subject to prior written consent of all parties at any time prior to recovery of a judgment by any party, any dispute between the Association and any Owner may be submitted to binding arbitration. Each party shall choose one (1) arbitrator and the two (2) arbitrators shall choose a third arbitrator who shall act as chairperson of the panel. The arbitration shall be conducted in accordance with such arbitration procedures or Rules and Regulations as may be adopted by the Board, or in the absence thereof, the published procedures of the American Arbitration Association, though the matter shall not be submitted to the American Arbitration Association. If the Association substantially prevails in the Arbitration, then the Owner must pay all costs and fees of the arbitrators, as well as all costs and fees, including attorneys' fees incurred by the Association.

ARTICLE XVII
Retention of Special Declarant Rights

Section 17.1 Declarant retains for a period ending two (2) years after the sale by Declarant of the last Unit, an easement to enter upon each Common Area or Limited Common Area to perform any corrective grading deemed necessary or desirable by Declarant; the Homeowner's Association and the Municipality shall each have the same easement, perpetually.

Section 17.2 Subject to approval by the Municipality, Declarant retains the sole right to subject any portion of the planned community to an easement or license in favor of any real estate not included in **SUMMERFIELD**, or in favor of any person who is not an Owner or occupant of a Lot in the Community, until such time as the termination of the period of Declarant control. In such event, in exercising such right, the use and enjoyment of any Unit by the Unit Owner shall not be adversely affected by the easement rights, nor shall there be any adverse impact on the budget of the Association.

Section 17.3 Subject to obtaining any necessary permits or approvals from the Municipality, Declarant reserves the right to maintain offices and models within the Common Facilities portion of the Community and/or individual Lots within the Community, in connection with the management of and/or sale or rental of Lots or Units owned by the Declarant. Model homes may be placed on any Lot. Temporary sales trailers and/or construction trailers and/or equipment trailers may be placed anywhere within the Common Facilities portion of the planned community, and/or within individual Units. These rights shall be retained for so long as the Declarant retains ownership of any one or more Units within the Community.

Section 17.4 Declarant retains the right to maintain signs in any one or more of the Lots or Units in the Community, as well as on the Common Facilities thereof, advertising Lots or units in the Community for sale or lease.

Section 17.5 Until the termination of the period of Declarant control, Declarant retains the right to appoint or remove all officers of the Association and/or members of the Executive Board, subject to the limitations set forth hereinabove and in the Act.

Section 17.6 Declarant shall have the right to assign all or any part of its rights and duties under this Declaration and the Bylaws to any other party or parties who intend to carry out the development of all or any part of the Community. In the case of the assignment of all its rights and duties, Declarant shall be relieved of all further liabilities and obligations under the Declaration and Bylaws (except for any rights and duties which it may have as an Owner in respect of any Unit or Dwelling which it may continue to own, which shall be unaffected thereby) as of the effective date of the assignment, and the party to whom the assignment shall have been made shall thereafter become and be treated as the "Declarant" for all purposes of this Declaration and the Bylaws. In the case of the assignment of less than all of its rights and duties, Declarant shall continue to be responsible for all of its liabilities and obligations as the Declarant, notwithstanding that the assignee may have agreed with the Declarant to assume responsibility for some portion thereof. This assignee shall be entitled to exercise and enjoy all rights assigned to it, subject to any terms, conditions or restrictions applicable thereto set forth in the instrument by which the assignment is made, in all respects as if it were the Declarant hereunder. No assignment shall be effective until Declarant and the proposed assignee shall have entered into an instrument

which shall set forth the rights and duties of the Declarant to be assigned thereby in all terms, conditions and restrictions applicable to the assignment and this instrument shall have been filed for recordation with the Recorder of Deeds. In addition, no assignment of any rights or duties which would affect either the Municipality or the Authority shall be effective unless the Municipality or (as applicable) the Authority shall approve such assignment, such approval not to be unreasonably withheld.

ARTICLE XVIII General Provisions

Section 18.1 Duration and Amendment. 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 representatives, heirs, successors and assigns and each of the respective Municipality, perpetually. This Declaration, including the Plat, may be amended only by the affirmative votes (in person or by proxy) or written consent of members representing two-third (2/3) of the total voting power of the Association, and approved in writing by the Municipality, except as otherwise specified below or in the Act. Any amendment must be recorded in the Lancaster County Recorder of Deeds Office.

Section 18.2 Exceptions to General Amendment Process. Notwithstanding the provisions of Section 12.1 above, the following exceptions to the general amendment process shall apply:

(a) unanimous consent or jointer of the Declarant shall be required for all circumstances set forth in § 5219(d) of the Act;

(b) amendments may be executed by Declarant under all circumstances set forth in § 5219(a)(3)(i) of the Act;

(c) amendments may be executed by the Association under all circumstances set forth in § 5219(a)(3)(ii) of the Act;

(d) amendments may be executed by certain unit Owners under all circumstances set forth in § 5219(a)(3)(iii) of the Act.

Section 18.3 Recordation of Amendments. Every Amendment to this Declaration must be recorded in the Office of the Recorder of Deeds for Lancaster County, Pennsylvania in order to become effective.

Section 18.4 Technical Corrections. The Executive Board may effect an appropriate corrective amendment without the approval of the unit Owners or the holder of liens, in accordance with the authorization and procedures set forth in §5219(f) of the Act.

Section 18.5 Recording Data for Easements and Licenses. The following recorded easements and licenses affect SUMMERFILED:

1. Right of way as set forth in Misc. Deed Book 85, page 361.

Section 18.6 Indemnification of Officers, Executive Board and Committee Members. The Association shall indemnify every Executive Board member, officer and committee member, his heirs, executors and administrators, against all loss, cost and expenses, including attorneys' fees, reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being, or having been, an Executive Board member, officer or committee member, except as to matters as to which he shall be finally adjudged in such action, suit or proceeding to be liable for gross negligence or willful misconduct. All liability, loss, damage, cost and expense incurred or suffered by the Association by reason or arising out of or in connection with, this indemnification provision shall be treated by the Association as common expenses.

Section 18.7 Notices. Any notice required to be sent shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as a member of Owner on the records of the Association at the time of such mailing.

Section 18.8 Enforcement. Enforcement of these covenants and restrictions shall be by and 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 Municipality 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. Without limiting the foregoing, however, the municipality (and, as applicable, the municipal authority) shall have the right to enforce the provisions of this Declaration in order to ensure that the purposes hereof are effectively carried out. If and to the extent that the municipality (or the municipal authority, as applicable) incurs costs or expenses related to such enforcement, the municipality (or the municipal authority, as applicable) shall have the right to lien individual property owners in accordance with the authority contained in the Act.

Section 18.9 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect the validity of any other provisions, which shall remain in full force and effect.

Section 18.10 Declarant, and the Association upon transfer of ownership of the common elements will designate a person who will serve as the person to be contacted to address any issues or complaints for the Association and will provide this information to the owners of the Units as well as the Municipality.

Section 18.11 Rights of Municipality. This Declaration contains provisions concerning various rights and interests of the Municipality. Such provisions in this Declaration are to be construed as covenants for the protection of the Municipality. Accordingly, no amendment or modification of this Declaration impairing or affecting such rights, priorities, remedies or interests of the Municipality shall be adopted without the prior written consent of the Municipality.

IN WITNESS WHEREOF, the said Declarant, has executed this Declaration
this 17th day October , 2011.

DECLARANT:

Witness: *[Signature]* By: *Nathan Pipitone*

Witness: *[Signature]* By: *Lipare Pipitone*

Wellington Construction Company, Inc.

Attest: *[Signature]* By: *Nathan Pipitone*

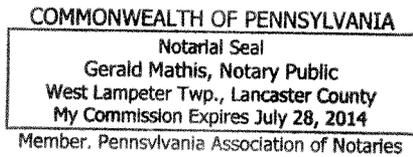
COMMONWEALTH OF PENNSYLVANIA

SS

COUNTY OF LANCASTER

On this 17th day of October, 2011, before me, the undersigned, personally appeared Nathan Pipitone Jr, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.
executed the foregoing instrument, for the purposes therein contained.



Gerald Mathis

Notary Public

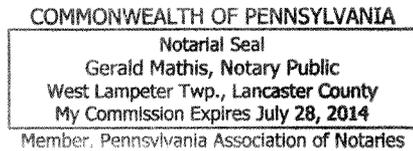
COMMONWEALTH OF PENNSYLVANIA

SS

COUNTY OF LANCASTER

On this 17th day of October, 2011, before me, the undersigned, personally appeared Lynare A. Pipitone known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.
executed the foregoing instrument, for the purposes therein contained.



Gerald Mathis

Notary Public

[CORPORATE ACKNOWLEDGMENT]

COMMONWEALTH OF PENNSYLVANIA SS:

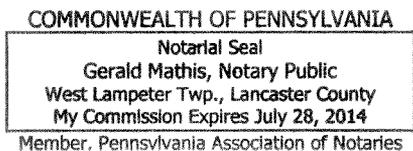
COUNTY OF LANCASTER

On this 17th day of October, 2011, before me, a notary public, the undersigned officer, personally appeared , who acknowledged himself to be the President of Wellington Construction Company, Inc. , a corporation, and that as such officer, being authorized to do so, acknowledged the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself self as President .

IN WITNESS WHEREOF, I hereunto set my hand and official seal.
executed the foregoing instrument, for the purposes therein contained.



Notary Public





pennsylvania
DEPARTMENT OF REVENUE
Bureau of Individual Taxes
PO BOX 280603
Harrisburg PA 17128-0603

REALTY TRANSFER TAX STATEMENT OF VALUE

See Reverse for Instructions

RECORDER'S USE ONLY

State Tax Paid
Book Number
Page Number
Date Recorded

Complete each section and file in duplicate with Recorder of Deeds when (1) the full value/consideration is not set forth in the deed, (2) the deed is without consideration or by gift, or (3) a tax exemption is claimed. A Statement of Value is not required if the transfer is wholly exempt from tax based on family relationship or public utility easement. If more space is needed, attach additional sheets.

A. CORRESPONDENT – All inquiries may be directed to the following person:

Name Bernadette M. Hohenadel	Telephone Number: (717) 299-3726
Street Address 212 North Queen Street	City Lancaster
	State PA
	ZIP Code 17603

B. TRANSFER DATA

Date of Acceptance of Document

Grantor(s)/Lessor(s) Nathan Pitpitone & Lynare A. Pipitone	Grantee(s)/Lessee(s) Wellington Construction Company
Street Address 1 Whipporwill Drive	Street Address 3 Whipporwill Drive
City Lancaster	City Lancaster
State PA	State PA
ZIP Code 17603	ZIP Code 17603

C. REAL ESTATE LOCATION

Street Address West Penn Grant Rd., Millwood Rd.	City, Township, Borough Pequea Township
County Lancaster	School District Penn Manor
	Tax Parcel Number 510-83377-0-0000,510-25578-0-0000

D. VALUATION DATA

1. Actual Cash Consideration 0.00	2. Other Consideration + 0.00	3. Total Consideration = 0.00
4. County Assessed Value 0.00	5. Common Level Ratio Factor X 1.31	6. Fair Market Value = 0.00

E. EXEMPTION DATA

1a. Amount of Exemption Claimed 0.00	1b. Percentage of Grantor's Interest in Real Estate 100	1c. Percentage of Grantor's Interest Conveyed 100
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2. Check Appropriate Box Below for Exemption Claimed

- Will or intestate succession. _____ (Name of Decedent) _____ (Estate File Number)
- Transfer to Industrial Development Agency.
- Transfer to a trust. (Attach complete copy of trust agreement identifying all beneficiaries.)
- Transfer between principal and agent/straw party. (Attach complete copy of agency/straw party agreement.)
- Transfers to the Commonwealth, the United States and Instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.)
- Transfer from mortgagor to a holder of a mortgage in default. (Attach copy of Mortgage and note/Assignment.)
- Corrective or confirmatory deed. (Attach complete copy of the deed to be corrected or confirmed.)
- Statutory corporate consolidation, merger or division. (Attach copy of articles.)
- Other (Please explain exemption claimed, if other than listed above.) Document is a Declaration of Covenants, _____

Restrictions, Easements, Charges and Liens for a Planned Community. No transfer tax is being recorded.

Under penalties of law, I declare that I have examined this statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.

Signature of Correspondent or Responsible Party <i>Bernadette M. Hohenadel</i>	Date 10-17-11
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FAILURE TO COMPLETE THIS FORM PROPERLY OR ATTACH REQUESTED DOCUMENTATION MAY RESULT IN THE RECORDER'S REFUSAL TO RECORD THE DEED.