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WYNDHURST MANOR, a Planned Community

DECLARATION OF COVENANTS AND EASEMENTS

THIS DECLARATION OF COVENANTS AND EASEMENTS (the "Declaration") is made and executed this 23<sup>rd</sup> day of December, 2008, by DJH VICTORIA ABBEY ASSOCIATES LIMITED PARTNERSHIP, a Pennsylvania limited partnership, having an office at 2151 Linglestown Road, Suite 300, Harrisburg, Pennsylvania 17110 (the "Declarant").

Background:

Declarant is the owner of certain real property (the "Property") more particularly described by the metes and bounds description attached hereto as Exhibit "A" and shown on the Plat Plan attached hereto as Exhibit "B" and made a part hereof (the "Plat Plan"). The Declarant desires to submit the Property, including all easements, rights and appurtenances thereto, to the provisions of the Uniform Planned Community Act, Act 180 of 1996, 68 Pa.C.S.A. §5101, et seq (the "Act"). Declarant desires to create thereon a residential villa neighborhood to be named Wyndhurst Manor, a planned community (hereinafter simply referred to as "Wyndhurst Manor") with Common Facilities (as hereinafter defined) for the use, enjoyment and recreation of the residents of Wyndhurst Manor. Wyndhurst Manor shall consist of sixty (60) Units, as shown on the Final Subdivision Plan, Phase 3, prepared by Dauphin Engineering Company and recorded on November 28, 2007 in the Recorder of Deeds Office in and for Dauphin County at Instrument No. 2007004704 (the "Final Plan"), a copy of which is attached hereto as Exhibit "C" and made a part hereof.

The Declarant also desires to insure the attractiveness of the homes within Wyndhurst Manor, to prevent nuisance, to preserve, protect and enhance the value and amenities of Wyndhurst Manor, and to provide for the maintenance of the Common Facilities (as hereinafter defined) and certain portions of the Units; and, to accomplish these purposes, desires to subject the Property to the covenants, conditions, restrictions, easements, charges and liens, hereinafter set forth for the benefit of the Property, the Association (as hereinafter defined) and each Owner (as hereinafter defined) thereof.

Declarant has deemed it desirable, for the efficient preservation, protection and enhancement of the values and amenities in Wyndhurst Manor, to create an Association to which shall be delegated and assigned the powers of owning, maintaining and administering the Common Facilities, administering and enforcing these covenants and restrictions, and collecting and disbursing the assessments and charges hereinafter created. Declarant will incorporate a non-profit

corporation to serve as the Association for the purpose of exercising the powers and functions aforesaid within Wyndhurst Manor upon recording of this Declaration.

NOW, THEREFORE, Declarant hereby declares, subject to the terms hereof, that the Property is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens, hereinafter set forth.

## ARTICLE I

### DEFINITIONS

Section 1. "Association" shall mean and refer to the non-profit corporation with the name of "Wyndhurst Manor Homeowners Association", its successors and assigns, incorporated by the Declarant for the purpose of exercising the powers and functions set forth herein.

Section 2. "Common Elements" shall mean Common Facilities or Controlled Facilities.

Section 3. "Common Facility" or "Common Facilities" shall mean all real property and other improvements owned, managed and/or administered by the Association for the common use and enjoyment of the Owners and includes all property and improvements of Wyndhurst Manor not owned in absolute fee by an Owner and/or the Declarant or dedicated to a public entity. Notwithstanding the foregoing, the term "Common Facility" does not include a Unit. "Common Facility", however, will include the storm water detention basins (including, without limitation, the stormwater detention facility on Lot No. 152), lines and appurtenances related thereto.

Section 4. "Common Expense" shall mean all expenditures made by or financial liabilities of the Association, together with any allocations to reserves, and includes but is not limited to the following:

- (a) the expenses as set forth in Article V;
- (b) the expenses for the maintenance obligations set forth in Article VII;
- (c) other expenses declared Common Expenses by this Declaration or by the Bylaws;

(d) expenses agreed upon as Common Expenses by the Association and lawfully assessed against the Owners in accordance with this Declaration or the Bylaws;

(e) expenses of management and administration of the Association, including without limitation, compensation of all employees, managers, accountants, attorneys and other personnel hired by the Association whether as employees, independent contractors or otherwise; and

(f) expenditures made or liabilities incurred by or on behalf of the Association, together with any allocations to reserves.

Section 5. "Community Documents" shall mean, collectively, this Declaration, the Public Offering Statement for the Community, as well as any other documents setting forth the decisions and policies adopted by the Association.

Section 6. "Controlled Facility" or "Controlled Facilities" shall mean any real estate within Wyndhurst Manor, whether or not part of a Unit, that is not a Common Facility but is maintained, improved, repair, replaced, regulated, managed, insured or controlled by the Association. In Wyndhurst Manor, Controlled Facilities shall include balconies, decks, patios, porches (including screened-in porches), front stoops and steps.

Section 7. "Declarant" shall mean and refer to DJH Wyndhurst Manor Associates, LP, a Pennsylvania limited partnership, and its successors and assigns and any person and/or entity which shall acquire one or more Units (or shall acquire any portion of Wyndhurst Manor which has not been subdivided into Units) from the Declarant for the purpose of development, provided, however, that an assignee of the Declarant shall be deemed a Declarant only with respect to that portion of Wyndhurst Manor, conveyed to such assignee by a deed of conveyance which specifically grants to the assignee the rights of a Declarant and sets forth the number of Class B votes, as hereinafter set forth, which said assignee may be entitled to exercise.

Section 8. "Limited Common Facility" or "Limited Common Facilities" shall mean any Common Facility or Common Facilities which are allocated in the Act or in this Declaration for the exclusive use of one or more but fewer than all Units. In Wyndhurst Manor, Limited Common Facilities shall include driveways and servicewalks.

Section 9. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Unit, including contract sellers, but excluding mortgagees or others having such interests merely as security for the performance of an obligation; provided that the Declarant shall be an "Owner" of only those Units to which the Declarant has title and on which a villa is constructed and occupied as a residence.

Section 10. "Total Annual Assessment Amount" shall mean an annual estimated amount, established by the Executive Board each fiscal year of the Association and set forth in the annual budget, of the total costs which shall be required to fulfill the purposes of the Annual Assessment, set forth in Article V, Sections 3 and 4.

Section 11. "Unit" shall mean and refer to the individual lots of land within Wyndhurst Manor upon which a villa shall be constructed by the Declarant. The Units in Wyndhurst Manor are designated and described on the Plat Plan, attached as Exhibit "B". The Units do not include the Common Facilities. Unless expressly provided otherwise, "Unit" shall not include the villa and other improvements constructed on the Unit and shall have the same meaning as a "Unit" under the Act.

Section 12. "Wyndhurst Manor" shall mean "Wyndhurst Manor, a planned community" and shall be comprised of that certain real property located in Lower Paxton Township, Dauphin County, Pennsylvania and described in Exhibit "A" and shown on the Plat Plan attached as Exhibit "B".

## ARTICLE II

### NAME OF PLANNED COMMUNITY AND PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Name and Location. The official name of the planned community shall be "Wyndhurst Manor, a planned community".

Section 2. Subject Property. Subject to the terms hereof, the Property (all of which is located in Lower Paxton Township, Dauphin County, Pennsylvania) which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration, is described by a metes and bounds description attached hereto as Exhibit "A" and shall include the individual Units, the boundaries of which are set forth in the Final Plan, and all easements, rights and appurtenances thereunto and improvements erected or to be erected thereon. All of the Property is and shall be subject to the Act.

ARTICLE III

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of use and enjoyment in and to the Common Facilities which shall be appurtenant to and shall pass with the title to every Unit, subject to the following:

(a) The right of the Association to suspend the voting rights and the right to use the Common Facilities or any facility thereon by an Owner for any period during which any assessment made under this Declaration against the Owner's Unit remains unpaid, and for a period not to exceed 60 days for any infraction of the published rules of the Association.

(b) The right of the Association to dedicate, transfer or subject to an easement or license all or any part of the Common Facilities or any other portion of the Property to any public agency, authority or other third party for such purposes and subject to such conditions as may be agreed upon by its members. No such dedication or transfer shall be effective unless an instrument signed by eighty percent (80%) of each class of members agreeing to such dedication or transfer is recorded. The effect of such declaration or transfer shall be to terminate the provisions of, and rights and obligations of all parties bound by this Declaration with respect to such dedicated or transferred area.

(c) The right of the Association to borrow money for the purpose of improving the Common Facilities and in aid thereof, to mortgage the Common Facilities and the rights of such mortgagee in the Common Facilities shall be subordinate to the rights of the Owners hereunder. No such mortgage can be granted unless an agreement is signed by eighty percent (80%) of each class of members agreeing to such mortgage is recorded.

(d) The right of the Association to take such steps as are reasonably necessary to protect the mortgaged Common Facilities against foreclosure.

(e) The right of the Association to charge reasonable assessments and other fees for the use of the Common Facilities.

(f) 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, with or without limitation as to the location thereof within the Common Facilities, for purposes of installing, maintaining, repairing, replacing and inspecting

all lines and appurtenances for public or private water, sewer, drainage, and utilities, with the right of the grantees of such easements to have full access over and across all portions of the Common Facilities consistent with the full exercise and enjoyment of such easements and rights-of-way.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-laws of the Association, the Owner's right of enjoyment to the Common Facilities and any facility thereon to the members of the Owner's family, the Owner's tenants, or contract purchasers who reside on a Unit.

Section 3. Easements of Ingress, Egress and Regress. Each Owner of a Unit, the members of Owner's family, the Owner's tenants and all contract purchasers who reside on a Unit and their respective guests and invitees shall have a right and easement of ingress, egress and regress over and across those portions of the Common Facilities as shall be from time to time improved by walkways or pathways, subject to the right of the Association to specify that such right and easement over certain of such areas shall be limited to pedestrian traffic and/or bicycle traffic, as the case may be. Such easement and right, subject as aforesaid, shall be appurtenant to and shall pass with the title to every Unit.

Section 4. Declarant's Easement for Construction. The Declarant specifically reserves the right and privilege without hindrance to go upon any and all of the Property for purposes of construction, reconstruction, maintenance, repair, renovation, replacement or correction of the Units and/or the villas constructed thereon (including without limitation to change the grade of grounds and/or to install drainage control devices so as to control possible drainage and/or run off of storm water in connection with the development of the Property or any adjacent land). The Declarant agrees to indemnify and hold the Association harmless from liabilities resulting from the exercise of this easement. The Declarant shall repair any damages to the Common Facilities resulting from Declarant's exercise of this easement within a reasonable time after the completion of the project and its sales of the Units. This easement shall be appurtenant and shall pass with title to every Unit. The rights hereby reserved for the Declarant shall last for a period of five (5) years after the Declarant has conveyed the last Unit to a third party, other than a successor Declarant. This section shall not be amended without the prior written consent of the Declarant.

Section 5. Unit Easements. Each Unit shall be and is hereby made subject to the following easements:

- (a) In favor of the Association or its designee for inspection of the Units for the purposes of verifying of performance by Owners of all items of maintenance and repair for which they are responsible, for inspection of the building situated on or assessable from such Unit, for correction of emergency conditions in each Unit or casualties to such Unit for necessary repair and replacement in the buildings, to

abate any violation of law, orders, rules or regulations of any governmental authorities having jurisdiction, to correct any condition which violates the provisions of any mortgage and for such other purpose as may be reasonably required to carry out its duties, it being understood and agreed that the Association and its agents shall take reasonable steps to minimize any interference with an Owner's use of his or her Unit resulting from the Association's exercise of the foregoing right pursuant to this Section or any other provision of this Declaration. Also, in favor of the Association, an easement to perform any and all maintenance and repairs required to be completed by the Association hereunder.

(b) In favor of the Units benefited, for the installation, repair, maintenance, use, removal and/or replacement of pipes, ducts, and all other utility lines and conduits which are part of any building and are in common use by all contiguous Units and which pass across or through a portion of a Unit.

(c) There is hereby granted a blanket easement to the Association or its officers, agents and employees and to all policemen, firemen, ambulance personnel and all other similar persons to enter upon the Property or any part thereof in the proper performance of their respective duties and for repair and maintenance as is required by this Declaration. Except in the event of emergencies, the rights accompanying the easements provided for in this paragraph shall be exercised only during reasonable daylight hours and then, whenever practicable, only after advance notice to and with the permission of the Owner or Owners directly affected thereby and shall not waive any Owner's constitutional rights with regard to unreasonable search or seizure.

(d) If a Unit shall encroach upon any Common Facility or upon any other Unit by reason of original construction or a cause other than the purposeful or negligent act or omission of the Unit Owner, then an easement appurtenant to such encroaching Unit, to the extent of such encroachment, shall exist for so long as such encroachment shall exist. In the event a building is partially or totally destroyed, and then rebuilt, encroachment upon the Common Facility and/or Units, as and to the extent described above, shall be permitted, and a valid easement for said encroachments and the maintenance thereof shall exist for so long as such encroachment continues to exist.

Section 6. Additional Easements. Each Unit shall be and is hereby made subject to all other easements affecting Wyndhurst Manor which are set forth in both the Plat Plan and the Final Plan, being attached as Exhibit "B" and Exhibit "C" respectively, including, but not limited to, the easements for the location of postal boxes and the signs for Wyndhurst Manor. Additionally,

each Unit shall be and is hereby made subject to those easements and licenses of record and affecting the Property, including, the following:

Rights granted to Bell Telephone Company of Pennsylvania as set forth in Record Book 796, Page 212;

Stream of water flows located along Wyndhurst Manor and all rights of other riparian owners abutting said stream (Paxton Creek);

Under and subject to a 20-foot wide utility easement, as set forth in Plan Book N, Volume 6, Page 46;

Under and subject to a 30-foot wide utility easement as set forth in Plan Book N, Volume 6, Page 46;

Subject to the limit of the Flood Plain Conservation District as set forth in Plan Book Y, Volume 5, Page 86.

Under and subject to any rights and obligations set forth in that certain Master Detention Basin, Sanitary Sewer Line and Passive Recreation Area Use Agreement dated April 24, 2004, and recorded on May 3, 2004 in Book 5481 at Page 483 (the "Master Agreement").

Section 7. Easements Appurtenant. All easements and rights described and mentioned in this Declaration are easements appurtenant, running with the Property, Units and Common Facilities, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding upon Declarant, its successors and assigns, the Association, the Executive Board, any Owner, purchaser, mortgagee, lessee, occupant and any other person having an interest in the Property, Units, Common Facilities or any portion thereof.

#### ARTICLE IV

##### MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every Owner of a Unit shall be a voting member of the Association upon taking fee title to a Unit. Membership shall include a legally binding obligation by an Owner to comply with and be bound by the Articles of Incorporation, the Bylaws and amendments thereto, this Declaration, and the policies, rules and regulations adopted at any time by the Association in accordance with the Bylaws and this Declaration. Membership in the Association shall terminate contemporaneously with such member ceasing to be an Owner of a



Unit. Membership shall be appurtenant to and may not be separated from ownership of any Unit which is subject to assessment.

Section 2. Voting Rights; Classes. The Association shall have two classes of voting membership:

Class A. Class A members shall be Owners and shall be entitled to one (1) vote for each Unit owned. When more than one (1) person is the Owner of any Unit, all such persons shall be members. The vote for such Unit shall be exercised as they among themselves determine, but in no event shall more than one (1) Class A membership vote be cast with respect to any Unit. The Class A members shall not include the Declarant unless and until his Class B membership shall cease and be converted to Class A membership as hereinafter provided.

Class B. The Class B member shall be the Declarant and shall be entitled to forty-five (45) votes. The Class B membership together with the forty-five (45) votes (or any additional Class B votes as hereinafter provided) shall cease and be converted to Class A membership with the right to one vote for each Unit owned as aforesaid on the happening of either of the following events, whichever occurs earlier:

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

(b) On December 31, 2013.

All votes shall be cast in person or by proxy registered with the Secretary of the Association. The Executive Board is authorized to establish procedures for voting by mail.

As permitted by and subject to Section 5303(c) of the Act, and notwithstanding anything also to the contrary contained herein, the Declarant reserves the right, until December 31, 2013 or until voluntarily surrendered by the Declarant, to appoint all members of the Executive Board.

Section 3. Executive Board. An Executive Board shall be established pursuant to the Bylaws to be adopted by the Association, which Executive Board shall be empowered to make, establish, promulgate, amend or repeal rules and regulations from time to time (including, but not limited to establishing the frequency and criteria for lawn mowing and snow removal) and to perform those actions permitted by the Act. The Executive Board shall propose and approve the

annual budget for Wyndhurst Manor thirty (30) days prior to the end of Wyndhurst Manor's fiscal year and shall establish the Total Annual Assessment Amount. The Executive Board shall provide a copy of the budget to all Owners of a Unit. Thereafter, the Members, by a majority of the total votes (Class A and Class B, combined), may reject the budget or any particular capital expenditure.

Section 4. Liability of Board Members, Declarant and Employees. Neither any Member of the Executive Board, the Declarant, nor any employees of the Association shall be personally liable to any Owner, or to any other party, for any damage, loss or prejudice suffered or claimed on account of any act or omission of the Association, the Declarant, the Executive Board, or any other representatives or employees of the Association; and the Association shall indemnify and hold harmless such Board Member, Declarant, or other person from any and all claims and demands and expenses (including reasonable counsel fees) arising by reason of any alleged wrongful act or omission, in accordance with the Association's Bylaws. Nothing contained herein shall be construed to limit the liability of the Association.

## ARTICLE V

### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Unit (and any Unit owned by the Declarant on which a villa is constructed and occupied as a residence), whether or not it shall be so expressed in the deed to such Unit, is deemed to covenant and agree to pay to the Association: (1) an Initial Assessment, (2) an Annual Assessment (3) Special Assessments for capital improvements, (4) Supplemental Assessments and (5) Extra Assessments, all such Assessments to be established and collected as hereinafter provided (the Initial, Annual, Special, Supplemental and Extra Assessments are collectively referred to as "Assessments"). The Assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Unit (including all improvements thereon) against which each such Assessment is made. Each Assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of the Unit at the time when the Assessment became effective. The personal obligation for delinquent Assessments shall not pass to an Owner's successor in title unless expressly assumed by it and consented to in writing by the Association.

Section 2. Purpose of Assessments. The Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the Owners of Units, for the restoration, improvement, maintenance and insurance of the Common Facilities, and certain portions of the Units identified in Article V, Section 3 and Article VII, below and all services and facilities relating to the use and enjoyment thereof.

Section 3. Initial Assessments and Annual Assessments for Common Expenses.

The Association shall levy and collect upon each sale of a Unit an Initial Assessment to be charged against the new unit owner. In addition, the Association shall levy and collect, in each fiscal year, an Annual Assessment, as determined herein, upon each Unit to provide revenues to pay all Common Expenses, including among other things, the following (provided, however, that nothing herein shall be deemed to impose responsibility upon the Association for any maintenance, repair or replacement obligations that are not the responsibility of the Association pursuant to Article VI hereof):

- (a) Installation, construction, landscaping, repair, and maintenance of the Common Facilities.
- (b) A proportionate share of the costs associated with the installation, construction, repair and maintenance of any detention basin or basins located outside of the Property but servicing Wyndhurst Manor (solely or jointly with other lands or residential developments), and any passive recreation areas or other areas or facilities partially or completely located outside of the Property by serving Wyndhurst Manor in whole or in part, including, without limitation, any such costs incurred further to the Master Agreement.
- (c) Maintenance, repair, replacement, reconstruction, snow and ice removal, and cleaning of Common Facilities (including Limited Common Facilities) and Controlled Facilities.
- (d) Trash and refuse collection with respect to common receptacles in the Common Facilities. Snow removal, landscaping, vermin extermination, or other similar services, if any, provided to the Common Facilities. Electricity and other utility services provided to the Common Facilities. All trash collection, refuse and garbage removal provided to a Unit shall be the responsibility of the Owner of such Unit and shall in no event be the responsibility of the Association. Each Unit is separately metered for electricity and gas and other utilities and each Owner shall be responsible for utility charges for the utilities utilized on the Owner's Unit.
- (e) Comprehensive liability insurance coverage, covering liability for loss or damage to persons or property, insuring to the extent available, the Owners, the Declarant and the Association against any liability to the public or to Owners, their tenants or invitees, relating in any way to the ownership and/or use of the Common Facilities and/or any part thereof; limits of liability shall be at least Two Million Dollars (\$2,000,000) per occurrence. The scope and amount of coverage of all liability insurance policies shall be reviewed at least once each year by the Executive Board and may be increased in its discretion.

(f) Fire and extended coverage insurance covering damage to any structures or similar insurable property which is part of the Common Facilities and personal property owned by the Association and such workmen's compensation insurance and other such insurance as the Executive Board may deem advisable.

(g) Management fees and salaries or such expenses as the Association may deem necessary or desirable for the operation and maintenance of the Common Facilities and otherwise determined by the Association in fulfilling its obligations under this Declaration or under the Act.

(h) Legal, accounting, engineering or other professional fees and administrative costs necessary and proper for any one or more of: operation and maintenance of the Common Facilities, conduct of the affairs of the Association, or enforcement of the Declaration, or any rules and regulations, or enforcement of and/or compliance under the Act.

(i) Officers and directors liability insurance and fidelity bonds as the Association may deem necessary or advisable.

(j) Maintenance, improvements and additions to the Common Facilities, as the Association may deem necessary or proper, as well as any materials supplies, labor, services, structural alterations, insurance and tax assessments which apply thereto and/or which the Association is required to secure or pay by law, by this Declaration or which the Executive Board deems necessary or proper in its discretion.

(k) Mechanics and materialmen's liens arising as a result of the Association's maintenance responsibilities hereunder.

(l) Real estate, sale and use and all other taxes or other governmental charges due or paid with respect to use, ownership or occupancy of the Common Facilities.

(m) Amounts necessary to recover any deficits from operations of the Association in prior years.

(n) Adequate reserves, as determined by the Executive Board for: (i) repair, replacement or depreciation of the Common Facilities, or any portion thereof and other portion of the Units which the Association is obligated to repair and maintain, specifically including, without limitation, those areas required pursuant to

the Master Agreement; (ii) uncollectible accounts and (iii) any other contingency for which a reserve account reasonably may be established pursuant to sound accounting practices.

Section 4. Annual Assessment. Each Unit in each fiscal year shall be assessed (the "Annual Assessment") a proportionate share per Unit of the Total Annual Assessment Amount based upon the number of Units which have been conveyed by Declarant or leased by the Declarant to another party (other than the sale of Special Declarant Rights under the Act). For example, if the Declarant has conveyed ten (10) Units, then each Owner would be assessed one-tenth (1/10th) of the Total Annual Assessment. The Annual Assessment for any Owner owning a Unit for less than a full year shall be apportioned on a monthly, weekly or daily basis as determined by the Executive Board of the Association.

Section 5. Special Assessments for Capital Improvements. In addition to the Annual Assessment authorized above, the Association may levy, in any fiscal year, one or more special assessments (each, a "Special Assessment") applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Facilities and those portions of the Units which the Association is obligated to maintain; provided, that any such assessment shall have the consent of one-half (1/2) of the votes of the members of the Association who are voting in person or by proxy at a meeting duly called for this purpose (the "Special Assessment"). For each Unit purchased, an Owner shall be assessed the Owner's proportionate share of the total amount of the Special Assessment determined in the same manner as the Owner's Annual Assessment is determined under Section 4.

Section 6. Supplemental Annual Assessments. If the Total Annual Assessment Amount shall prove to be insufficient to pay the actual Common Expenses for such fiscal year for any reason including (by way of illustration and not limitation) any Owner's nonpayment of his or her assessment, the Board may, at any time it deems necessary and proper, levy a supplemental assessment (the "Supplemental Assessment"). In the event such Supplemental Assessment is required because of the failure of one or more Owners to promptly pay an Annual Assessment, the Supplemental Assessment may be determined based upon the anticipated failure of such defaulting Owner or Owners to pay his or her share of such Supplemental Assessment. Each Unit shall be assessed Owner's proportionate share of the total amount of the Supplemental Assessment in the same manner as the Owner's Annual Assessment is determined under Section 4.

Section 7. Billing Annual, Special and Supplemental Assessments. Annual Assessments are due and payable on the first day of each fiscal year; provided, however, that Annual Assessments may be billed in monthly, quarterly or any other periodic installments as may be determined by the Executive Board. Special and Supplemental Assessments are due and payable within fifteen (15) days of the date of mailing of such Assessment; provided, however, that the

Executive Board may determine that such Special and/or Supplemental Assessment may be billed in monthly, quarterly or any other periodic installment.

Section 8. Failure of Executive Board to Determine Annual Assessment. If an Annual Assessment for any fiscal year is not determined before the expiration of the previous fiscal year, the Owners shall continue to pay the same sums and in the same installment as they were paying in the fiscal year just ended as if such sums were the new Annual Assessment, and such failure to fix a new Annual Assessment shall not constitute a waiver, modification or release of any Owner's obligation. If the Association shall change the Annual Assessment at a later date due to the fact that the Association failed to determine an Annual Assessment prior to the expiration of the prior fiscal year, an increase in the Annual Assessment as a result of such new assessment shall be treated as if it were a Supplemental Assessment hereunder and be retroactive to the beginning of the fiscal year.

Section 9. Fiscal Year. The fiscal year of the Association shall be the calendar year unless otherwise determined by the Board.

Section 10. Extra Assessments. The Board shall have the authority to fix, determine, assess and collect Extra Assessments for the following purposes:

(a) Any expenditure which the Association shall be required to make for the maintenance of all or any part of the Common Facilities or part of a Unit for which the Association has maintenance responsibility because of any injury thereto or misuse thereof by one or more Owners or their tenants, guests, invitees or licensees or resulting from theft or in damage to any portion of the Common Facilities shall be assessed as an Extra Assessment against the Unit owned by the Owner or Owners responsible for such injury, loss or misuse, or whose tenants, guests, invitees or licensees caused such injury, loss or misuse.

(b) If the Association shall have made any expenditures on behalf of any Owner or Owners for any reason deemed necessary by the Board, the Board shall levy such expenditures as an Extra Assessment solely upon the Unit owned by the Owner or Owners benefited or who is responsible for the expenses. Such Extra Assessments shall be levied promptly, and the debt arising from such Extra Assessment shall be treated and due in the same manner as set forth above.

Section 11. Effect of Nonpayment of Assessments; Remedies of the Association. Any Assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of fifteen percent (15%) per annum to be compounded daily. The Association may bring an action at law against the Owner personally obligated to pay the Assessment or an action to foreclose the lien against such Owner's Unit. In addition the Owner shall likewise be responsible

for payment of reasonable attorneys fees and associated costs if the Assessment and interest is more than sixty (60) days in default. If the Board has provided for collection of Assessments in installments, the Board may accelerate payment and declare the entire balance of said Assessment due and payable in full. In the event of a delinquency in the payment of any Assessment when due, the Board shall have the right to accelerate and call due any Assessments which will become due and payable within the next succeeding twelve (12) month period. The Board may notify any institution or their lender holding a mortgage lien on such Unit of the non-payment of Assessments. 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, or any other reason. The obligation to pay Assessments is absolute and unconditional and shall not be subject to counterclaims or set offs.

Section 12. Power to Confess Judgment to Collect Delinquent Assessments. As a means of enforcing the obligation of the Owners to pay all Assessments levied pursuant to this Declaration, the Board shall have the right and power to obtain a judgment or judgments for delinquent Assessments by confession against the Owner against who such delinquent Assessments have been levied. Accordingly, each Owner shall be deemed to have appointed any one or more members of the Executive Board (during such member's term of office) as the attorney-in-fact for such Owner to confess judgment against such Owner in any Court of competent jurisdiction in the Commonwealth of Pennsylvania for any delinquent Assessment or Assessments, for the purpose of which a copy of this section and a copy of the Owner's deed to his or her Unit (both verified by the affidavit of any member of the Executive Board) shall be sufficient warrant. The authority herein granted to confess judgment shall not be exhausted by any exercise thereof but shall continue and be effective at all times with respect to each and every delinquent Assessment. Such authority to confess judgment and the aforesaid appointment of attorneys-in-fact, being for security, shall be irrevocable. The Executive Board shall not exercise its rights to obtain a judgment by confession against any institutional lender who has acquired title to a Unit by foreclosure sale or deed or assignment in lieu of foreclosure, nor shall such right be exercised against any Owner except after the Executive Board shall have given the delinquent Owner at least ten (10) days' notice of its intention to do so.

Section 13. Subordination of the Lien to Mortgages. The lien of the Assessment provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the Property, or any part thereof subject to the Assessment. Sale or transfer of any Unit will not affect the Assessment lien provided, however, that the sale or transfer of any Unit pursuant to mortgage foreclosure or any other proceeding in lieu of foreclosure shall extinguish the lien of such Assessments as to payments which became due during the six-month period immediately preceding such sale or transfer but only to the extent that the six-month's unpaid Assessments are paid out of the proceeds of the sale. The lien of such Assessments as to payments which become due prior to the six-month period immediately preceding such sale will be fully extinguished, whether or not the proceeds of the judicial sale are adequate to pay such Assessments; provided, however, to the extent that the proceeds of the sale are sufficient to pay all liens, and the

Assessments made during the six-month period prior to the sale, then any remaining proceeds shall be paid to any other claimant. No sale or transfer shall relieve such Unit from liability for any Assessments thereafter becoming due or from the lien thereof.

## ARTICLE VI

### ARCHITECTURAL CONTROL: PROTECTIVE COVENANTS

Section 1. Architectural Control. Except any original construction by the Declarant, no building, wall, pool or other structure shall be commenced, erected or maintained upon the Units in Wyndhurst Manor, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Executive Board of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Executive Board. An Owner may make any alteration or improvement to the interior of a villa that does not impair the structural integrity or mechanical systems or lessen the support of any portion of the Planned Community. Any proposed change by any Owner other than Declarant in the existing color or finish of any exterior surface of any villa or other building on a Unit shall also be submitted to and approved by the Executive Board as above provided. In the event the Executive Board, or its designated committee, fails to approve or disapprove such change, design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

Section 2. Protective Covenants. Without intending to limit the generality of the foregoing provisions of Article VI, Section 1, the following restrictions are imposed as a common scheme upon all Units:

(a) No above or below ground tank for storage of ten (10) gallons or more of gas or liquids may be maintained on any Unit (except for above ground storage tanks located in the basement of a villa unit and used for heating oil for providing heat and/or hot water to the villa).

(b) No animals, livestock, or poultry of any kind shall be raised, bred or kept in any building or on any Unit, except that dogs, cats or other domesticated household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose and provided that not more than two pets in the aggregate may be kept on any Unit. All pets shall be kept inside of the residence or garage from sunset to sunrise (unless on a leash under the control of an Owner) and no pet



shall be left unattended at any time while outdoors. Each Owner shall be responsible for the control of his or her domesticated household pets and shall be responsible for cleaning up after his or her pet. In the event of failure of Owner to properly clean up after his or her pet, the Association may take whatever action is necessary to clean up after the pet of Owner and may surcharge Owner for the reasonable costs thereof.

(c) No garbage, refuse, rubbish or cutting shall be deposited on any Unit, street, sidewalk or parking area, unless the Association deems trash collections to be appropriate; then trash may be placed outside no earlier than 6:00 P.M. the night prior to the collection. All such trash shall be in containers at all times and containers shall not be placed on any street, sidewalk, parking area or Common Facility except when necessary for collection and shall regularly be kept in a location on the Unit which is unobtrusive to view from any other portion of Wyndhurst Manor, as provided by the rules of the Association.

(d) No commercial (except for standard passenger vehicles with signage no greater than four square feet on each side for a total of eight square feet) or other non-passenger vehicle of any type shall be permitted to remain overnight on any property of an Owner or any Unit, other than as may be used by the Declarant or its assigns in conjunction with building operations.

(e) No boats of any type shall be permitted on a Unit, unless stored within the garage of the Owner.

(f) No outside radio or television antennas shall be erected on a Unit or a building within Wyndhurst Manor, other than circular satellite receivers having a diameter of not more than eighteen (18) inches placed in a location approved by the Association Executive Board.

(g) No drying or airing of any clothing or bedding shall be permitted outdoors on any Unit, and clothes hanging devices such as lines, reels, poles and frames shall not be erected.

(h) No noxious, unsightly or offensive activity, including vehicle repairs, shall be conducted on any Unit or by an Owner on the street, nor shall anything be permitted to be done thereon which may be or become an annoyance or nuisance to any Owner.

(i) Gardening will be permitted only in areas specifically approved by the Declarant, subject to the written approval of the Executive Board.

(j) No sign of any kind shall be displayed to the public view of any Unit or building thereon except a one-family name sign of not more than two (2) square feet on each side (a total of four (4) square feet on both sides), or one temporary sign of not more than four (4) square feet on each side (a total of eight (8) square feet on both sides), advertising the property for sale or rent. No such sign shall be illuminated. This provision shall not apply to the Declarant pursuant to its activities to sell Units in Wyndhurst Manor.

(k) No commercial or recreational vehicle or boat will be permitted in any area except areas specifically designated within the Common Facility for said vehicles or boats, if any.

(l) No Unit shall be permitted to be subdivided by any Owner.

(m) No fences of any kind shall be permitted.

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

(a) The right of any Owner to contribution from any other Owner under Section 3 shall be appurtenant to the land and shall pass to such Owner's successors in title.

(b) In the event of any dispute arising concerning a party wall, or under the provisions of Article VI, Section 3, the Owners involved in such dispute shall submit the matter to the Executive Board of the Association for decision. A ruling by the majority of the Executive Board of the Association regarding any question involved under Section 3 shall be final and conclusive.

## ARTICLE VII

### MAINTENANCE OBLIGATIONS

Section 1. In general, and subject to the provisions of this Article, each Owner shall be responsible to maintain, repair and replace all systems located within and serving his or her Unit. A chart of specific maintenance responsibilities for Common Facilities (including Limited

Common Facilities) and Controlled Facilities is attached hereto as Exhibit "D" and is incorporated herein.

Section 2. Notwithstanding anything contained herein to the contrary, a Unit Owner shall be responsible for all maintenance, repair and replacement obligations occasioned by the negligence or misconduct of the Owner, or the Owner's lessee, agent, contractor or invitee. For purposes of this Section, "misconduct" shall include applying salt or any other snow or ice melting substance to the surface of the sidewalks or driveway.

Section 3. The Association shall employ such contractors or subcontractors as are necessary to provide the services provided for each Owner as contemplated in this Article by competitive closed bidding in accordance with rules and regulations to be determined by the Executive Board.

Section 4. In the event any Owner of any Unit in Wyndhurst Manor shall fail to maintain the Unit and the improvements situated thereon as required hereby and in a manner satisfactory to the Executive Board, the Association, after approval by one-half (1/2) vote of the Executive Board, shall have the right, through its agents and employees, to enter upon said Unit and to repair, maintain, and restore the Unit and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of any assessment to which such Unit is subject.

## ARTICLE VIII

### OFFICES, SIGNS AND MODELS

The Declarant specifically reserves the right and privilege to maintain offices and models in the villas constructed on any Units owned by Declarant in connection with its management and/or sale of Units owned by the Declarant in Wyndhurst Manor. The Declarant shall have the right to locate, relocate and maintain offices and models used in connection with management of or sale of Units owned by the Declarant to any of the Declarant's Units. The Declarant may maintain signs in the Declarant's Units and on the Common Facilities advertising Units in Wyndhurst Manor owned by the Declarant for sale.

**ARTICLE IX**

**COMMON UTILITY LINES**

To provide the Owners with underground utility lines, it may be necessary that two (2) Units be served with a common service entrance line. Owners of Units with such lines agree to cooperate fully with the utility companies concerned therewith for all maintenance, repair and other measures as may be necessary to provide adequate and proper service to the Owners and Units served thereby.

**ARTICLE X**

**PUBLIC USE OF EASEMENTS**

In order that there be adequate ingress and egress to all Units, all Owners hereby agree to permit the use by other Owners and the Association of a reasonable portion of their Unit, which use and enjoyment shall be limited to access to the rear yard of a Unit and those walkways, sidewalks and access easements as depicted on the plans and the maintenance of the lawns.

**ARTICLE XI**

**CATV**

Because of architectural characteristics of certain buildings within Wyndhurst Manor, Declarant, their heirs, successors and assigns, may install master television antenna systems ("MATV") or CATV systems therein. Each Owner who shares access to such a system hereby grants an easement for the installation, operation, maintenance and repair of such system, which easement shall permit the Declarant, and their agents, employees or designees access at reasonable hours for said purposes. In the case of CATV or MATV systems, the connection for service shall be optional and service charges will be levied by the Owner or operator thereof.

**ARTICLE XII**

**GENERAL PROVISIONS**

**Section 1. Enforcement.** The Association shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association to

enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

Section 3. Termination and Amendment. Subject to this Declaration being terminated at any time by a vote of at least eighty percent (80%) of the Owners of the Units in Wyndhurst Manor, the covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded after which time they shall be automatically extended for successive periods of ten (10) years, unless not less than eighty percent (80%) of the Owners vote not to extend the Declarations and such vote is taken not less than six months prior to the date for the beginning of a ten (10) year extension. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than seventy (70%) percent of the Owners, and thereafter by an instrument signed by not less than seventy-five (75%) percent of the Owners. Any amendment must be recorded to be effective and binding.

Section 4. Termination of Association. In the event of the liquidation or dissolution of the Association or its successors; the filing against it or voluntarily by it or a petition for reorganization or bankruptcy or for the appointment of a receiver of its assets; the suspension or termination of the Association's rights to administer the use of the Common Facilities for any reason; passage of control for the Association to parties other than the Declarant and the Owners as herein defined; transfer of ownership or control of the Common Facilities, or any part thereof to parties other than the Association, the Declarant or the Owners (unless such change of ownership or control is as a result of a dedication under Article III, Section 1(b)), the Common Facilities shall be thereafter subject to the following use restriction which shall run with and be binding upon the land and be enforceable by any Owner;

(a) no improvement or structure of any kind shall be thereafter placed upon the Common Facilities which is not available in every respect for the use and enjoyment of the Owners in Wyndhurst Manor;

(b) no use or structure of any kind shall be permitted within the Common Facilities which is not primarily for the purpose of recreation for all of the Owners of Wyndhurst Manor, utility service to a Unit or Owner, maintenance of the Common Facilities or for use as a passage way for all Owners and their families, guests, tenants and invitees and their passenger vehicles.

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

DJH VICTORIA ABBEY ASSOCIATES  
LIMITED PARTNERSHIP

By: DJH Victoria Abbey Associates, Inc., its  
Sole General Partner

By:   
(Vice) President

COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF DAUPHIN

: SS  
:

On this 23RD day of DECEMBER, 2008, before me, a Notary Public, the undersigned officer, personally appeared DOUGLAS E. HALASZ who acknowledged himself/herself to be the (Vice) President of DJH Victoria Abbey Associates, Inc., the sole General Partner of DJH Victoria Abbey Associates Limited Partnership, a Pennsylvania limited partnership and executed the foregoing instrument for the purpose therein contained by signing his/her name as such (Vice) President.

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

Linda Basciano  
Notary Public

My Commission Expires:

(SEAL)

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Linda Basciano, Notary Public  
Susquehanna Twp., Dauphin County  
My Commission Expires June 11, 2010  
Member, Pennsylvania Association of Notaries

**EXHIBIT "A"**

**Legal Description**



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

BEGINNING at an iron pin on the eastern right-of-way line of Colonial Road, said point also being the southwest corner of lands now or formerly of David A. and Joann N. Weyendt; then along lands now or formerly of David A. and Joann N. Weyendt, lands now or formerly of Richard L. and Michaelene M. Askowis, lands now or formerly of Darren C. Kehler and Mindy A. Sollenberger, lands now or formerly of Harry A. and Victoria R. Schaeffer, lands now or formerly of Robert W. and Sara E. Robinson, lands now or formerly of Elwood E. and Dana L. Fleisher, lands now or formerly of Gregory L. and Linda M. Williams, lands now or formerly of Robert B. and Kathy B. Woodbridge, lands now or formerly of Velyki and Jana M. Castello, lands now or formerly of Daniel A. and Beth O. Norris, lands now or formerly of Richard L. and Martha H. Barbush, lands now or formerly of Janette L. Maxwell, lands now or formerly of Thomas G. and Barbara R. Woodson, and lands now or formerly of John P. and Cynthia R. Mahoney North 88 degrees 06 minutes 08 seconds East 1,287.45 feet to a point; then along lands now or formerly of Beverly A. Meredith the following three courses and distances:

- 1) South 09 degrees 04 minutes 32 seconds West 247.50 feet to an iron pin;
- 2) South 23 degrees 04 minutes 32 seconds West 148.50 feet to an iron pin;
- 3) South 12 degrees 55 minutes 28 seconds East 132.00 feet to an iron pin;

Then along lands now or formerly of Beverly A. Meredith and lands now or formerly of Fairfax Village North Homeowners Association South 09 degrees 04 minutes 32 seconds West 59.20 feet to a point; then along the dividing line between Phase 3 and Lot 80 North 80 degrees 55 minutes 28 seconds West 200.00 feet to a point on the eastern right-of-way line of Victoria Way; then along the eastern right-of-way line of Victoria Way South 09 degrees 04 minutes 32 seconds West 4.14 feet to a point; then across Victoria Way North 80 degrees 55 minutes 28 seconds West 50.00 feet to a point on the western right-of-way line of Victoria Way; then along the dividing line between Phase 3 and Lot 79 the following four courses and distances:

- 1) A curve to the left having a radius of 25.00 feet with an arc length of 39.27 feet to a point;
- 2) North 80 degrees 55 minutes 28 seconds West 41.39 feet to a point;
- 3) A curve to the left having a radius of 250.00 feet with an arc length of 47.88 feet to a point;
- 4) South 88 degrees 06 minutes 08 seconds West 6.13 feet to a point;

Then along the dividing line between Phase 3 and Lots 79, 78, 77 and 76 South 09 degrees 04 minutes 32 seconds West 180.26 feet to a point; then along the dividing line between Phase 3 and Lots 73, 72, 71, 70, 69 and 68 North 80 degrees 55 minutes 28 seconds West 374.59 feet to a point; then along the dividing line between Phase 3 and Lot 65 North 06 degrees 09 minutes 40 seconds West 22.09 feet to a point; then along the dividing line between Phase 3 and Lots 65, 64 and 63 North 46 degrees 53 minutes 52 seconds West 172.69 feet to a point; then along the dividing line between Phase 3 and Lot 91 North 01 degree 53 minutes 52 seconds West 131.52 feet to a point; then continuing along the dividing line between Phase 3 and Lot 91 South 88 degrees 06 minutes 08 seconds West 283.80 feet to a point on the eastern right-of-way line of Colonial Road; then along the eastern right-of-way line of Colonial Road North 06 degrees 09 minutes 40 seconds West 271.54 feet to an iron pin; then continuing along the eastern right-of-way line of Colonial Road a curve to the right having a radius of 527.48 feet with an arc length of 39.25 feet to an iron pin, the place of BEGINNING.

CONTAINING 610,972 square feet, 14.0259 acres.

**EXHIBIT "B"**

**Plat Plan**

**Image Not Available**

**Image Not Available**

**EXHIBIT "C"**

**Final Plan**

# WYNDHURST MANOR

(PARCEL 3 - FORMERLY WILTSHIRE COURT / THE COURTS OF WIMBLEDON)

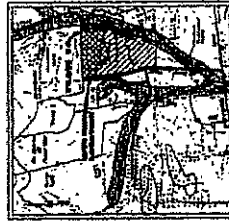
## DJH VICTORIA ABBEY ASSOCIATES, LP

(Owner & Developer)

**NOTICE OF INTEREST**  
 Notice is hereby given that the undersigned, being duly qualified and sworn to, do hereby certify that the above described property is the property of DJH Victoria Abbey Associates, LP, a limited liability partnership organized under the laws of the State of Pennsylvania, and that the undersigned is a duly authorized officer of said partnership.

**NOTICE OF PROCEEDING**  
 Notice is hereby given that the undersigned, being duly qualified and sworn to, do hereby certify that the above described property is the property of DJH Victoria Abbey Associates, LP, a limited liability partnership organized under the laws of the State of Pennsylvania, and that the undersigned is a duly authorized officer of said partnership.

**NOTICE OF SALE**  
 Notice is hereby given that the undersigned, being duly qualified and sworn to, do hereby certify that the above described property is the property of DJH Victoria Abbey Associates, LP, a limited liability partnership organized under the laws of the State of Pennsylvania, and that the undersigned is a duly authorized officer of said partnership.



NO.	TITLE	DATE
1	TITLE SHEET	10/20/06
2	PLANNING PLAN	9/22/06
3	SITE PLAN EXISTING CONDITION	9/22/06
4	SITE PLAN PROPOSED CONDITION	9/22/06
5	SITE CHANGING, ENHANCE & UTILITY PLAN	9/22/06
6	PROPOSED CONSTRUCTION STORM WATER MANAGEMENT PLAN	9/22/06
7	EROSION & SEDIMENT POLLUTION CONTROL PLAN	9/22/06
8-11	PROFILES	9/22/06
12-13	REGULATORY CONSTRUCTION DETAILS	9/22/06

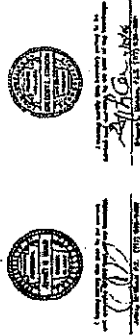
**PHASE 3  
 FINAL SUBDIVISION PLAN**

LOWER PAXTON TOWNSHIP    DAUPHIN COUNTY    PENNSYLVANIA

4 / 19 / 06

**Dauphin Engineering Company**  
 301 North 3rd Street, Suite 200  
 Harrisburg, PA 17102  
 Contact: Robert H. Berman

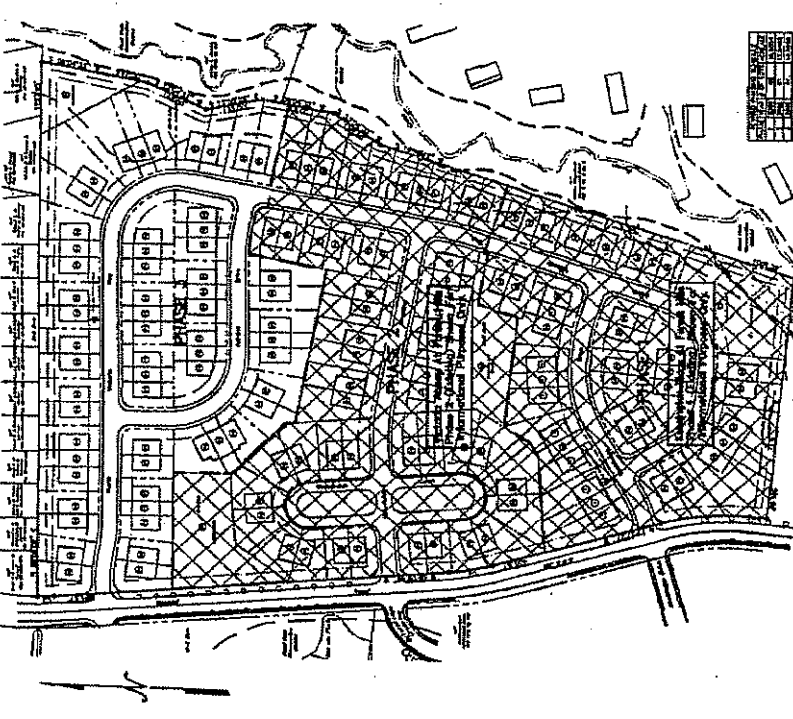
DATE: 4/19/06  
 DRAWN BY: RHB  
 CHECKED BY: RHB  
 SCALE: AS SHOWN

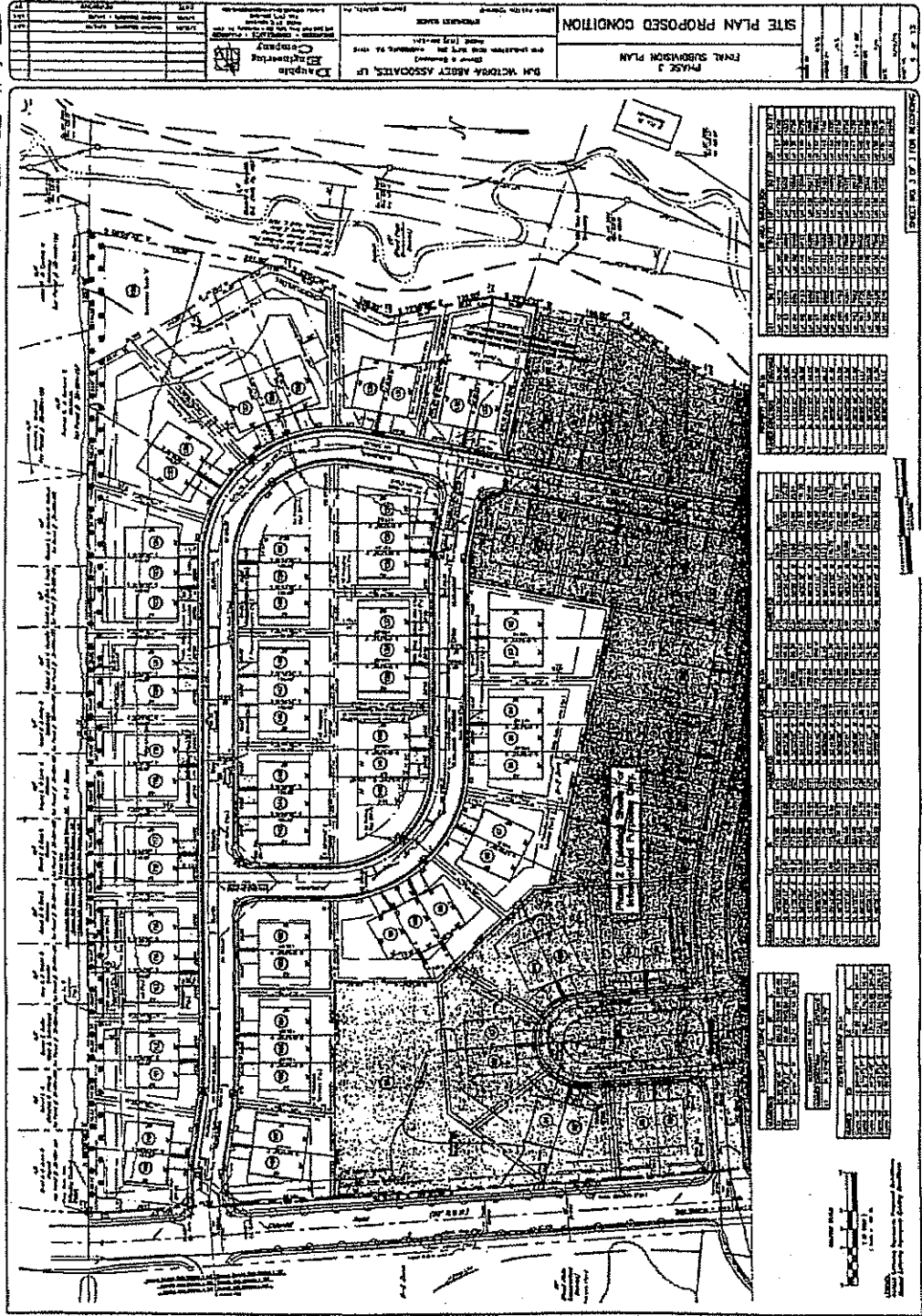


**Professional Engineer**  
 Robert H. Berman  
 No. 12789-1  
 State of Pennsylvania

**Professional Surveyor**  
 Robert H. Berman  
 No. 12789-1  
 State of Pennsylvania

EXHIBIT "C"

<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; font-size: 8px;"> <b>PHASING PLAN</b>  <b>FINAL SUBDIVISION PLAN</b>  <b>PHASE 3</b>  <b>DAI VICTORIA ABBEY ASSOCIATES, LP</b>  <b>1700 LANTANA DRIVE, SUITE 100</b>  <b>HOUSTON, TEXAS 77057</b>  <b>PHASE 3</b>  <b>PLAT NO. 20070047404</b> </td> <td style="width: 50%; font-size: 8px;"> <b>DAI VICTORIA ABBEY ASSOCIATES, LP</b>  <b>1700 LANTANA DRIVE, SUITE 100</b>  <b>HOUSTON, TEXAS 77057</b>  <b>PHASE 3</b>  <b>PLAT NO. 20070047404</b> </td> </tr> </table>	<b>PHASING PLAN</b> <b>FINAL SUBDIVISION PLAN</b> <b>PHASE 3</b> <b>DAI VICTORIA ABBEY ASSOCIATES, LP</b> <b>1700 LANTANA DRIVE, SUITE 100</b> <b>HOUSTON, TEXAS 77057</b> <b>PHASE 3</b> <b>PLAT NO. 20070047404</b>	<b>DAI VICTORIA ABBEY ASSOCIATES, LP</b> <b>1700 LANTANA DRIVE, SUITE 100</b> <b>HOUSTON, TEXAS 77057</b> <b>PHASE 3</b> <b>PLAT NO. 20070047404</b>	<div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> <p style="font-size: 8px;"><b>PHASING PLAN</b></p> <p style="font-size: 8px;"><b>FINAL SUBDIVISION PLAN</b></p> <p style="font-size: 8px;"><b>PHASE 3</b></p> <p style="font-size: 8px;"><b>DAI VICTORIA ABBEY ASSOCIATES, LP</b></p> <p style="font-size: 8px;"><b>1700 LANTANA DRIVE, SUITE 100</b></p> <p style="font-size: 8px;"><b>HOUSTON, TEXAS 77057</b></p> <p style="font-size: 8px;"><b>PLAT NO. 20070047404</b></p> </div> <div style="width: 35%;"> <p style="font-size: 8px;"><b>PLAT NO. 20070047404</b></p> </div> </div>  <div style="display: flex; justify-content: space-around; margin-top: 20px;"> <div style="width: 45%;"> <p style="font-size: 8px;"><b>LEGEND</b></p> <p style="font-size: 8px;">1. ALL LOTS ARE TO BE SUBDIVIDED INTO THE FOLLOWING LOTS AS SHOWN ON THIS PLAN.</p> <p style="font-size: 8px;">2. ALL LOTS ARE TO BE SUBDIVIDED INTO THE FOLLOWING LOTS AS SHOWN ON THIS PLAN.</p> <p style="font-size: 8px;">3. ALL LOTS ARE TO BE SUBDIVIDED INTO THE FOLLOWING LOTS AS SHOWN ON THIS PLAN.</p> <p style="font-size: 8px;">4. ALL LOTS ARE TO BE SUBDIVIDED INTO THE FOLLOWING LOTS AS SHOWN ON THIS PLAN.</p> <p style="font-size: 8px;">5. ALL LOTS ARE TO BE SUBDIVIDED INTO THE FOLLOWING LOTS AS SHOWN ON THIS PLAN.</p> </div> <div style="width: 45%;"> <p style="font-size: 8px;"><b>LEGEND</b></p> <p style="font-size: 8px;">1. ALL LOTS ARE TO BE SUBDIVIDED INTO THE FOLLOWING LOTS AS SHOWN ON THIS PLAN.</p> <p style="font-size: 8px;">2. ALL LOTS ARE TO BE SUBDIVIDED INTO THE FOLLOWING LOTS AS SHOWN ON THIS PLAN.</p> <p style="font-size: 8px;">3. ALL LOTS ARE TO BE SUBDIVIDED INTO THE FOLLOWING LOTS AS SHOWN ON THIS PLAN.</p> <p style="font-size: 8px;">4. ALL LOTS ARE TO BE SUBDIVIDED INTO THE FOLLOWING LOTS AS SHOWN ON THIS PLAN.</p> <p style="font-size: 8px;">5. ALL LOTS ARE TO BE SUBDIVIDED INTO THE FOLLOWING LOTS AS SHOWN ON THIS PLAN.</p> </div> </div>
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James M. Zugay, Esq.  
Recorder of Deeds  
(717) 780-6560

Candace E. Meck  
First Deputy



## Recorder of Deeds

Harrisburg, Pennsylvania

**CERTIFIED END PAGE**

*Location:*  
Dauphin County Courthouse  
Room 102  
Front & Market Streets  
Harrisburg, PA 17101

INSTRUMENT #: 20070047404  
RECORD DATE: 11/23/2007 12:04:40 PM  
RECORDED BY: BLAUVER  
DOC TYPE: PLAN  
AGENT: LOWER PAXTON TOWNSHIP  
DIRECT NAME: DJH VICTORIA ABBEY ASSOCIATES, LP  
INDIRECT NAME:

RECORDING FEES - State: \$0.50

ACT 8 OF 1998: \$5.00

LOWER PAXTON TWP

Parcel ID:

I Certify This Document To Be Recorded  
In Dauphin County, Pennsylvania.



A handwritten signature in black ink that reads "James M. Zugay".

James M. Zugay, Recorder of Deeds

THIS IS A CERTIFICATION PAGE

**PLEASE DO NOT DETACH**

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

**EXHIBIT "D"**

**Chart of Maintenance Responsibilities**

**WYNDHURST MANOR HOMEOWNER'S ASSOCIATION, INC**

**CHART OF MAINTENANCE RESPONSIBILITIES**

This chart and the titles and headings used herein are not intended to describe or encompass every maintenance function or to delineate all respective responsibilities between the Unit Owners, severally, and the Association. The placement of responsibility under any specific column does not necessarily coincide with the actual ownership of the component. The appropriate sections of the Declaration determine ownership. In many cases, maintenance responsibility is allocated to the Association to ensure consistency, uniformity and quality of repair, and to protect Community health and safety. Where such maintenance is required due to the negligent or wrongful act or omission of a Unit Owner (or his family, tenants, employees, agents, visitors, guests or pets), the Association will perform the necessary maintenance at the sole expense of the Unit Owner.

ITEM DESCRIPTION	ASSOCIATION	UNIT OWNER	JOINT
<b>Balconies, Decks, Patios, Porches (Including Screened-In Porches), Front Stoops and Steps (Controlled Facilities); and Servicewalks (Limited Common Facilities)</b>			
Cleaning/Sweeping		X	
Maintenance and Repair		X	
Replacement			X
<b>Common Sidewalks (Common Facilities)</b>			
Cleaning/Sweeping		X	
Maintenance, Repair and Replacement	X		
<b>Driveway Surfaces (Limited Common Facilities)</b>			
Cleaning/Sweeping		X	
Resealing/Resurfacing			X
Repair			X
Replacement	X		
<b>Landscaping (Common Facilities)</b>			
Mowing	X		
Shrub & Tree Pruning (annual)	X		
Bed Cleaning & Weeding (frequency as determined by the Executive Board)	X		

ITEM DESCRIPTION	ASSOCIATION	UNIT OWNER <sup>1</sup>	JOINT <sup>2</sup>
Fertilizing, Weed Control & Wood-boring/Stinging Insect Control (frequency as determined by the Executive Board)	X		
Tanbarking (annual)	X		
Leaf Removal (by schedule as determined by the Executive Board)	X		
Replacement of Grass, Shrubs & Tree to Natural Causes	X		
Replacement of Grass, Shrubs & Trees to Willful Misconduct of Unit Owner (or his family, tenants, employees, agents, visitors, guests or pets)			X
Watering Limited Common Facilities Lawn Areas, if any, (As Necessary to Maintain Landscaping)		X	
Landscaping, Improvements, Alterations, Additions made by Unit Owner to Limited Common Facilities Lawn Areas, if any		X	
<b>Snow Removal</b>			
Patios, Porches, and Decks		X	
Common Sidewalks	X		
Servicewalks, Front Stoops and Steps		X	
Driveways	X		
Fire Hydrant Access	X		
Mailbox Access	X		
<b>Exterior Lighting Serving Common Facilities</b>			
Repair/Replacement of Fixtures	X		
Repair/Replacement of Wiring	X		
Bulb Replacement	X		
<b>Exterior Lighting Serving Only One Unit (including Driveway Lamps)</b>			
Repair/Replacement of Fixtures <sup>3</sup>		X	
Repair/Replacement of Wiring <sup>3</sup>		X	
Bulb Replacement		X	

ITEM DESCRIPTION	ASSOCIATION	UNIT OWNER	JOINT <sup>2</sup>
<b>Electrical System</b>			
All Portions Serving More Than One Unit	X		
All Portions Serving Only One Unit		X	
<b>Water/Plumbing System</b>			
All Portions of System Serving More Than One Unit	X		
All Portions Serving Only One Unit		X	
<b>Sewer System</b>			
All Portions of System Serving More Than One Unit (Mains) **if not dedicated to township	X		
All Portions Serving Only One Unit (Laterals)		X	
<b>Basement Leakage</b>			
Repairs/Remedies as Required		X	
<b>Pest Control and Extermination</b>			
Exterior Wood-boring/Stinging Insects		X	
All Other Infestations		X	
<b>Storm Water Drainage Facilities; Swales; Retention Basins, Emergency Spillways and Drainage/Wetland Easement Areas (Common Facilities)<sup>5</sup></b>			
Maintenance/Regrading/Remedies as Required	X		
Fencing (if any) – Maintenance/Repair/Replacement	X		
<b>Painting/Staining</b>			
Balconies, Decks, Patios and Porches		X	
All Exterior Doors, Garage Doors, Shutters, Railings			X
All Interior Surfaces, Including Enclosed Balconies or Decks		X	
<b>Insurance</b>			
Blanket Policy Covering Property Damage to Common Facilities and the Association's Liability Obligations	X		
Unit Owner's Homeowner's Insurance Policy Covering Unit and Improvements and Contents Located Within or Upon a Unit, and Liability Insurance		X	
Association/Director's Liability Insurance	X		

ITEM DESCRIPTION	ASSOCIATION	UNIT OWNER <sup>1</sup>	JOINT <sup>2</sup>
<b>Trash Removal</b>			
Payment of Fees for Trash Collection		X	
<b>Maintenance, Repair &amp; Replacement of:</b>			
Roofing	X		
Gutters and Downspouts	X		
Siding, Brick or Stone Facing or Veneer, Exterior Trim (including Window and Door Trim)	X		
Air Conditioning Units		X	
Heating Systems		X	
Water Heaters		X	
All Appliances		X	
Furnace Vents		X	
Fireplaces		X	
Mailboxes, Standards and Posts	X		
Dryer Vents		X	
Retractable Awnings Installed Over Patios/Porches/Decks at Request of Unit Owner		X	
<b>Windows</b>			
Replacement <sup>3</sup>			X
Glass Replacement		X	
Cleaning and Maintenance		X	
<b>Exterior Doors</b>			
Replacement <sup>3</sup>			X
Locks, Keys, Hinges and Hardware		X	
Trim, Buck, Sill and Weather stripping		X	
<b>Privacy Fences and/or Privacy Walls Installed by Declarant</b>			
Staining or Painting		X	
Replacement <sup>3</sup>			X

ITEM DESCRIPTION	ASSOCIATION	UNIT OWNER <sup>1</sup>	JOINT <sup>2</sup>
<b>Fences Installed by Unit Owner</b>			
Staining or Painting/Repair/Replacement <sup>4</sup>		X	
<b>Garage Doors</b>			
Replacement <sup>3</sup>			X
Garage Door Opener and Controls		X	
Hardware, Hinges, Locks, Keys and Tracks		X	
<b>Drainage Easement Areas<sup>7</sup></b>			
Upkeep as Required	X		

<sup>1</sup>In the event that in the Association's judgment, an exterior item listed in this column is in need of repair, maintenance or replacement, and a Unit Owner fails to complete such repair, maintenance or replacement within a reasonable period of time after receiving notice from the Association that such work must be done, the Association may cause the work to be done and shall bill the cost of such repair, maintenance or replacement to the Unit Owner who failed to complete the work. The costs incurred by the Association for the remediation of the Unit Owner's work shall be billed to the Unit Owner and collected as a special assessment in accordance with the provisions of the Declaration.

<sup>2</sup>JOINT represents those maintenance, repair or replacement items which are assigned to the Association to have the work done, but the costs attributable to such maintenance, repair or replacement will then be billed to the benefited Unit Owner by the Association. If a Unit Owner desires to do the work himself or desires to contract with a reputable contractor to complete any item set forth in the JOINT column, the Unit Owner may do so at his sole expense, provided that he gets the Association's prior written approval of his plans and specifications. In the event that the work is not approved by the Association prior to commencement or if, in the Association's judgment, the work is inconsistent with Community standards, the Association may cause the work to be corrected to acceptable standards at the Unit Owner's expense. The costs incurred by the Association for the remediation of the Unit Owner's work shall be billed to the Unit Owner and collected as a special assessment in accordance with the provisions of the Declaration.

<sup>3</sup>Must meet Association Standards for materials, quality of construction and uniformity of exterior appearance.

<sup>4</sup>The Declarant intends to dedicate the sanitary sewer system to the local authority(ies), which will then be responsible for maintaining, repairing and replacing such facilities. Until the facilities are accepted for dedication, the Declarant and Association, as applicable, shall be responsible for the said facilities.

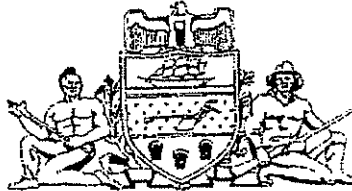
<sup>5</sup>All stormwater management facilities shall be utilized, maintained, repaired and replaced by the Association in accordance with the Community Documents, the requirements set forth on the Subdivision and Land Development Plan and all applicable local, state and federal requirements and laws.

<sup>7</sup>All Drainage Easement areas shall be maintained in accordance with the Community Documents, the requirements set forth on the Subdivision and Land Development Plan, the requirements set forth in that certain Conservation Easement recorded in Dauphin County Record Book 2402, Page 654, Instrument number 20070047404, and all applicable local, state and federal requirements and laws.



James M. Zugay, Esq.  
Recorder of Deeds  
(717) 780-6560

Candace E. Meck  
*First Deputy*



*Location:*  
Dauphin County Courthouse  
Room 102  
Front & Market Streets  
Harrisburg, PA 17101

## Recorder of Deeds

Harrisburg, Pennsylvania

### CERTIFIED END PAGE

INSTRUMENT #: 20090001735  
RECORD DATE: 1/22/2009 10:10:30 AM  
RECORDED BY: BLAUVER  
DOC TYPE: DECL  
AGENT: RHOADS & SINON, LLP  
DIRECT NAME: DJH VICTORIA ABBEY ASSOCIATES LIMITED PARTNERSHIP  
INDIRECT NAME:

RECORDING FEES - State: \$0.50  
RECORDING FEES - County: \$13.00  
ACT 8 OF 1998: \$5.00  
ADDITIONAL NAME FEE: \$72.00

Parcel ID:

I Certify This Document To Be Recorded  
In Dauphin County, Pennsylvania.



James M. Zugay, *Recorder of Deeds*

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THIS IS A CERTIFICATION PAGE

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**PLEASE DO NOT DETACH**

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THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

Amendment to the By-laws of  
Wyndhurst Manor, A Planned Community

The following amended language to the By-laws of governing documents of Wyndhurst Manor, A Planned Community was voted on and approved by a majority of unit owners as required on this 14 day of June, 2018.

-Article V, Section 6: amend to read as follows: "Upon the formation ... The Members entitled to cast a majority of the votes may reject the annual budget approved by the Executive Board within thirty (30) days of the Executive Board's approval of such budget. Rejection by the Members shall result in the last approved budget being the approved budget in lieu of the budget just rejected by the Members. If a budget stands as approved by the Executive Board, then same may be amended by the Executive Board at any time during the fiscal year. If a budget approved by the Executive Board is rejected by Members and replaced by the latest approved budget, then Members entitled to cast a majority of the votes may, at any time during the fiscal year, amend the budget. Any amounts accumulated .... "

-Article V, Section 9: amend to add at the end "but may be reimbursed for expenses incurred in furtherance of his or her duties as a Board Member."

-Article V, Section 11: amend to read: "... may specify, or if he shall resign his office."

-Article VI, Section 1: amend to read as follows: "The executive officers ... prescribed by the Executive Board. Officers who are natural persons shall be Members. The offices of Secretary and Treasurer may be held by the same person. ...."

-Article VI, Section 2: amend to read as follows: Officers shall not be entitled to any compensation but may be reimbursed for expenses incurred in furtherance of his or her duties as an officer. The pay for any agent shall be fixed by the Executive Board."

-Article VIII, Section 1: amend to read "The Corporation ... or at its principal place of business wherever situated, or in the possession of its management agent(s)."

-Article VIII, Section 2: amend to delete the language "and to make copies or extracts therefrom"

-Article XI, Section 1: amend to read "Within thirty (30) days after the close of its fiscal year, or such other time as may be reasonable under the circumstances, the Executive ...."

-Article XIII, Section 2: amend to read "One or more persons may participate in a meeting of the Executive Board by means of conference telephone or similar ...."

IN WITNESS WHEREOF, this Amendment is executed the day and date first written above.

ATTEST:

WYNDHURST MANOR HOMEOWNERS  
ASSOCIATION

Nancy K. Lesniowski  
By: Nancy K. Lesniowski  
Secretary

Gary F. Graf  
By: Gary F. Graf  
President

**SECOND AMENDMENT**  
**TO THE DECLARATION OF COVENANTS AND EASEMENTS**  
**OF WYNDHURST MANOR, a Planned Community**

This Amendment made this 14 day of June, 2018.

WITNESSETH:

A. Pursuant to a certain Declaration of Covenants and Easements dated December 23, 2008, executed by the Declarant and recorded in the Office of the Recorder of Deeds in and for Dauphin County, Pennsylvania, at Instrument Number 20090001735 on January 22, 2009 (the "Declaration"), the Declarant submitted to the provisions of the Pennsylvania Uniform Planned Community Act, 68 PA.C.S. Section 5101 *et seq.* (the "Act") certain real estate described in Exhibit "A" to the Declaration (the "Property");

B. A First Amendment to the Declaration was filed of record on March 30, 2009, to Instrument Number 20090009534; and

C. All capitalized terms used herein which are not defined herein shall have the meanings specified in the Declaration (as previously amended).

NOW THEREFORE, pursuant to the provisions of Article XII Section 3 of the Declaration and Section 5211 of the Act, the Declaration is hereby amended as follows:

1. Article I, Section 2 is amended to read as follows: " 'Common Elements' shall mean Common Facilities."
2. Article I, Section 6 is deleted in its entirety.
3. Article III, Section 1(a) is amended to read as follows: "The right of the Association to suspend the voting rights and the right to use the Common Facilities or any facility thereon by an Owner for any period during which any assessment made under this Declaration against the Owner's Unit remains unpaid, and for a period not to exceed sixty (60) consecutive days for any infraction of this Declaration, the Bylaws, or any of the published Rules of the Association."
4. Article III, Section 2 is deleted in its entirety.
5. Article III, Section 3 is amended to read as follows: "Easements of Ingress, Egress and Regress. The Owner(s) of a Unit and those residing therein, not in violation of the Declaration, Bylaws or any Rule of the Association, along with their respective guests and invitees, shall have a right and easement of ingress, egress and regress over and across the portions of the Common Facilities as shall be from time to time improved by walkways or pathways, subject to the right of the Association to specify that such right and easement over

certain areas shall be limited to pedestrian and/or bicycle traffic, as the case may be. This easement and right as aforesaid shall be appurtenant to and shall pass with the title to every Unit.”

6. Article III, Section 5(b) is amended to read as follows: “In favor of the Units benefitted, for the installation, repair, maintenance, use, removal, and/or replacement of pipes, ducts, and all other utility lines and conduits which are part of any building and are in common use by all contiguous Units, which pass across or through a portion of a Unit, and which are the responsibility of the Association to maintain.”

7. The last sentence of Article IV, Section 3 is amended to read as follows: “Within thirty (30) days after the Executive Board approves the annual budget, the Members, by a majority of the total votes permitted, may reject the budget or any particular capital expenditure. If the annual budget is rejected, then the budget for the fiscal year to which the rejected budget applied shall be the approved budget, as amended, for fiscal year for the year preceding that for which the rejected budget applied. Further, members, by a majority of the total votes permitted, may amend the approved budget during the fiscal year.”

8. The first sentence of Article V, Section 1 is amended to delete the language “(and any Unit owned by the Declarant on which a villa is constructed and occupied as a residence)”.

9. Article V, Section 3(c) is amended to read as follows: "Maintenance, repair, replacement, reconstruction, snow and ice removal, and cleaning of Common Facilities (including Limited Common Facilities)."

10. Article VI, Section 2(j) shall be amended to add a new sentence at the end as follows: "Signage described in this subsection is also subject to any restriction on rentals in the Declaration, Bylaws, or Rules and Regulations (as any of the foregoing may be amended from time to time)."

11. Article VII, Section 1 is amended to read as follows: " In general, and subject to the provisions of this Article, each Owner shall be responsible to maintain, repair and replace all systems located within and serving his or her Unit. The chart of specific maintenance responsibilities for (including Common and Limited Common Facilities) is below:

#### CHART OF MAINTENANCE RESPONSIBILITIES

This chart does not encompass every maintenance function or delineate all respective responsibilities between the Unit Owners, severally, and the Association. The placement of responsibility under any specific column does not necessarily coincide with the actual ownership of the component. The Declaration, as amended, and/or applicable state law determine ownership. Where maintenance by the Association is required due to the negligent or wrongful act or omission of a Unit Owner (or its/his/her/their family, tenants, employees, agents, visitors, guests or pets), the Association will perform the maintenance at the sole expense of the Unit Owner and bill same back to the Owner.

ITEM DESCRIPTION	ASSOCIATION	UNIT OWNER
<b>Balconies, Decks, Patios, Porches (Including Screened-In Porches), Front Stoops and Steps, and Service walks (Limited Common Facilities)</b>		
Cleaning/Sweeping		X
Maintenance and Repair (subject to any requirements imposed by the Association)		X
Replacement (subject to any requirements imposed by the Association)		X
<b>Common Sidewalks (Common Facilities )</b>		
Cleaning/Sweeping		X
Maintenance, Repair and Replacement (except that any maintenance, repair or replacement necessary as a result of an Owner having planted a shrub, bush, or tree too close to the sidewalk after the effective date of this Amendment shall be performed by the Association and billed back to the Owner)	X	
<b>Driveway Surfaces (Limited Common Facilities )</b>		
Cleaning/Sweeping		X
Resealing/Resurfacing	X	
Repair (subject to any requirements imposed by the Association)		X
Replacement (subject to any requirements imposed by the Association)		X
<b>Landscaping (Common Facilities )</b>		
Mowing	X	
Shrub & Tree Pruning (annual)	X	
Bed Cleaning & Weeding (frequency as determined by the Executive Board)	X	
Fertilizing, Weed Control & Wood-boring/Stinging Insect Control (frequency as determined by the Executive Board)	X	
Tan barking (annual)	X	
Leaf Removal (by schedule determined by the Executive Board)	X	

Replacement of Grass, Shrubs & Trees damaged as a result of the (in)action of Unit Owner or his/her/their/its tenants, employees, agents, visitors, guests or pets (subject to any requirements imposed by the Association)		X
Landscaping, Improvements, Alterations, Additions made by Unit Owner to Limited Common Facilities Lawn Areas, if any (subject to any requirements imposed by the Association)		X
<b>Snow and Ice Removal - See Rules &amp; Regulations for additional guidelines.</b>		
Patios, Porches, and Decks		X
Common Sidewalks	X	
Service Walks, Front Stoops and Steps, up to the Main Entrance Door of the Villa only	X	
Driveways	X	
Fire Hydrant Access	X	
Mailbox Access	X	
<b>Exterior Lighting Serving Common Facilities -</b>		
Repair/Replacement of Fixtures	X	
Repair/Replacement of Wiring	X	
Bulb Replacement	X	
<b>Exterior Lighting Serving Only One Unit (including Driveway Lamps )</b>		
Repair/Replacement of Fixtures (subject to any requirements imposed by the Association)		X
Repair/Replacement of Wiring (subject to any requirements imposed by the Association)		X
Bulb Replacement		X
<b>Electrical System</b>		
All portions serving more than one unit not otherwise the responsibility of the utility company (subject to any requirements imposed by the Association)		X
All Portions Serving Only One Unit (subject to any requirements imposed by the Association)		X

<b>Water/Plumbing System</b>		
All Portions Serving More Than One Unit Not Otherwise the responsibility of the utility company (subject to any requirements imposed by the Association)		X
All Portions Serving Only One Unit (subject to any requirements imposed by the Association)		X
<b>Sewer System</b>		
All Portions Serving More Than One Unit (Mains) not otherwise the responsibility of the utility company (if not dedicated to the Township) (subject to any requirements imposed by the Association)		X
All Portions Serving Only One Unit (Laterals) (subject to any requirements imposed by the Association)		X
<b>Basement Leakage</b>		
Repairs/Remedies as Required		X
<b>Pest Control and Extermination</b>		
Exterior Wood-boring/Stinging Insects		X
All Other Infestations		X
<b>Storm Water Drainage Facilities; Swales; Retention Basins, Emergency Spillways and Drainage/Wetland Easement Areas (Common Facilities)</b>		
Maintenance/Regarding Remedies as Required	X	
Fencing (if any) — Maintenance Repair/Replacement	X	
<b>Painting/Staining</b>		
Balconies, Decks, Patios, Porches and Enclosed Screen Porches (subject to any requirements imposed by the Association)		X
Main Entrance Doors, Shutters, Front Porch Pillars, and Trim	X	
All Interior Surfaces		X
<b>Insurance</b>		
Blanket Policy Covering Property Damage to Common Facilities and the Association's Liability Obligations	X	



Unit Owner's Homeowner's Insurance Policy Covering Unit and Improvements and Contents Located Within or Upon a Unit, and Liability Insurance		X
Association/Director's Liability Insurance	X	
<b>Trash Removal</b>		
Payment of Fees for Trash Collection		X
<b>Maintenance, Repair &amp; Replacement of:</b>		
Roofing (subject to any requirements imposed by the Association)		X
Gutters and Downspouts (subject to any requirements imposed by the Association)		X
Siding, Brick or Stone Facing or Veneer, Exterior Trim (including Window and Door Trim) (subject to any requirements imposed by the Association)		X
Air Conditioning Units		X
Heating Systems		X
Water Heaters		X
All Appliances		X
Furnace Vents		X
Fireplaces		X
<b>Maintenance, Repair &amp; Replacement of:</b>		
Mailboxes, Standards and Posts	X	
Dryer Vents (subject to any requirements imposed by the Association)		X
Retractable Awnings Installed Over Patios/Porches Decks (subject to any requirements imposed by the Association)		X
<b>Windows</b>		
Replacement (subject to any requirements imposed by the Association)		X
Glass Replacement		X

Cleaning and Maintenance		X
<b>Exterior Doors</b>		
Replacement (subject to any requirements imposed by the Association)		X
Locks, Keys, Hinges and Hardware		X
Trim, Buck, Sill and Weather stripping		X

<b>Privacy Fences and/or Privacy Walls Installed by Declarant</b>		
Staining or Painting (subject to any requirements imposed by the Association)		X
Replacement (subject to any requirements imposed by the Association)		X
<b>Garage Doors</b>		
Replacement (subject to any requirements imposed by the Association)		X
Garage Door Opener and Controls		X
Hardware, Hinges, Locks, Keys and Tracks		X
<b>Drainage Easement Areas (Retention Basins)</b>		
Upkeep as Required	X	

In the event that, in the Association's judgment, an exterior item listed above is in need of repair, maintenance or replacement, and a Unit Owner fails to complete such repair, maintenance or replacement within a reasonable period of time after receiving notice from the Association that such work must be done, the Association may cause the work to be done and bill the cost of such repair, maintenance or replacement to the Unit Owner who failed to complete the work and collected as a special assessment in accordance with the provisions of the Declaration.

Work done by a Unit Owner must meet Association Standards for materials, quality of construction and uniformity of exterior appearance.

The Declarant intended to dedicate the sanitary sewer system to the local authority(ies), which would then be responsible for maintaining, repairing and replacing such facilities. Until the facilities are accepted for dedication, the Declarant and Association, as applicable, shall be responsible for the said facilities.

All storm water management facilities shall be utilized, maintained, repaired and replaced by the Association in accordance with the Governing Documents, the requirements set forth on the Subdivision and Land Development Plan, and all applicable local, state and federal requirements and laws.

All Drainage Easement areas shall be maintained in accordance with the Governing Documents, the requirements set forth on the Subdivision and Land Development Plan, the requirements set forth in that certain Conservation Easement recorded in Dauphin County Record Book 2402, Page 654, Instrument number 20070047404, and all applicable local, state and federal requirements and laws."

12. Article XII is amended to add a new Section 5 as follows:

"Section 5. Restriction on rental of Units or occupancy by non-Owner.

a. All Units located within Wyndhurst Manor shall at all times be occupied by the Owner of such Unit and no Unit located within Wyndhurst Manor shall be leased, sub-leased, traded to/with, or licensed to or used by any third party. For purposes of this paragraph only, the definition of Owner shall include the Owner's parents, children, siblings, grandchildren, aunts, uncles, nieces and nephews.

b. As of the effective date of the earlier of this Amendment or amendment of the Bylaws to include this or a similar provision, any Owner of a Unit in Wyndhurst Manor who is currently leasing, subleasing, licensing or permitting a third party to use such Unit shall be permitted to continue to allow such use only until such time as the existing lease, sublease, license or use by a third party ends. Provided, however, that to come within this grandfathering provision, each Owner of a Unit which is subject to a lease, sublease, license or use by a third party on the effective date of this provision shall, within thirty (30) days of the effective date, notify the Association (through its management agent) of the Owner's current residential address (and mailing address if different) and names and ages (if 18 or younger) of the Unit's residents and provide a copy of the following documents:

i. The fully-executed lease, sublease or license,

ii. Owner's insurance covering tenants and other non-owner occupants;

and

iii. Non-owner-occupant's insurance covering his/her/their personal property located in the Unit.

Owners whose Units are grandfathered in for non-Owner occupancy under this provision remain subject to the Association's Governing Documents and will be liable jointly with the non-owner-occupant(s) for any violation of the Governing Documents, notice of which will be sent to both the Owner and occupant(s)."

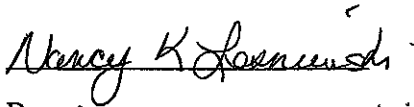
13. The terms "Controlled Facility" and "Controlled Facilities" are deleted in any other place they appear that is not already mentioned above.

14. Except as otherwise provided herein, the Declaration (as previously amended) shall remain unchanged .

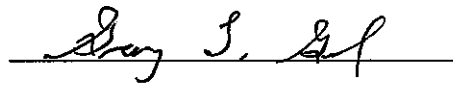
IN WITNESS WHEREOF, this First Amendment is executed the day and date first written above.

ATTEST:

WYNDHURST MANOR HOMEOWNERS  
ASSOCIATION



By: Nancy Lesniewski  
Secretary



By: Gary F. Graf  
President