

Deal 33279

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1264 2006

COUNTRY RIDGE TOWNHOUSE ASSOCIATION

Declaration of
Covenants, Conditions and Restrictions

THIS DECLARATION made on the date hereinafter set forth by
PIERCE J. STREAVIG and PHYLLIS L. STREAVIG, husband and wife,
hereinafter referred to as "Declarant".

SEE SIGNATURE

WITNESSETH:

WHEREAS, Streavig is the owner of certain property
(hereinafter referred to as the "Property") in the Township of
York, County of York, Commonwealth of Pennsylvania, which is more
particularly described in Exhibit "A", which is attached hereto and
made a part hereof;

WHEREAS, Streavig intends to develop the Property through the
construction and sale of 106 townhouses to be known as "Country
Ridge".

NOW, THEREFORE, Declarant hereby declares that all of the
townhouse units ("Units" as hereinafter defined) on the Property
described above shall be held, sold and conveyed subject to the
following easements, restrictions, covenants and conditions, which
are the purpose of protecting the value and desirability of, and
which will run with, the real property and be binding on all
parties having any right, title or interest in the described
properties or any part thereof, their heirs, successors and
assigns, and shall inure to the benefit of each Owner thereof.

Article I

Definitions

1.01. "Association" shall mean and refer to Country Ridge
Townhouse Association, its successors and assigns.

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

1.03. "Common Area" shall mean all real property owned by the
Association for the common use and enjoyment of the Owners, The
Common Area to be owned by the Association at the time of the
conveyance of the first lot is described in Exhibit "B", which is
attached hereto and made a part hereof.

1.04. "Unit" shall mean and refer to any single plot of land or parcel shown on any recorded subdivision map of the properties, together with the townhouse erected thereon, but excluding the Common Area.

1.05. "Declarant" shall mean and refer to Streavig, their heirs and assigns, if such heirs, successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

Article II

Property Rights

2.01. Every Owner shall have a right and easement in and to the Common Area which shall be appurtenant to and pass with the title to every lot, subject to the following provision:

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

2.02. Where ingress to or egress from a Unit is through any part of the Common Area, any dedication, transfer, mortgage or conveyance of such part of the Common Area is subordinate and subject to the easement of the Owner of said Unit through and across the Common Area.

2.03. The Common Area shall be conveyed to the Association free and clear of all encumbrances upon the conveyance of the first Unit to an Owner and prior to the creation of any individual mortgage on a Unit.

2.04. Each unit is subject to an access easement twenty (20) feet wide, along the driveway side of each Unit, as referred to and as shown on the Final Subdivision Plan prepared for Country Ridge by Gordon L. Brown and Associates, dated January 21, 1994, revised through May 23, 1995. The Units on the west side of Country Ridge Drive (being Units 46 through 98) shall also be subject to an access easement ten (10) feet wide extending across the west side of Units 46 to 88, and the north side of Units 89 to 98. These easements shall run in favor of and benefit each Unit Owner and the

Association. The ten (10) feet wide easement shall be for the purpose of providing access to Units for maintenance, incidental delivery access, and repairs, but use of the easement by motorized vehicles of any kind is prohibited. No Unit owner shall erect any structure or improvement within any access easement area that prohibits, restricts, impairs or inhibits access to the easement area by any Unit owner or the Association.

Article III

Membership and Voting Rights

3.01. Every Owner of a Unit which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Unit which is subject to assessment.

3.02. The Association shall have two (2) classes of voting membership:

Class A

(1) Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one (1) vote for each Unit owned. When more than one person holds an interest in 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 vote be cast with respect to any Unit.

Class B

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

(a) When seventy-five percent (75%) of the total number of Units are deeded to Owners;

(b) On April 9, 2006.

Board of Directors

3.03. The general management of the Association shall be performed by a Board of Directors as hereinafter set forth, whose membership shall be determined as follows:

(1) Until January 1 of the year immediately following the conveyance of the first Unit, the Board of Directors shall consist of two (2) representatives of the Declarant appointed to serve by the Declarant.

(2) From and after January 1 of the year immediately following the conveyance of the first Unit, the membership of the Board of Directors shall be increased to seven (7) members, five (5) of whom shall be elected annually by the members of the Association to serve for a term of one (1) year. The representatives of Declarant specified in Section 3.03(1) shall remain as Directors of the Association until such time as the Declarant shall no longer own any of the Units, or until five (5) years have elapsed from the date of this Declaration, which ever last occurs, from and after which time the Board of Directors shall consist of only five (5) members elected annually by the members of the Association.

Article IV

Covenant for Maintenance Assessments

Creation of the Lien and Personal Obligation of Assessments

4.01. The Declarant, for each Unit maintained within the Property, hereby covenants, and each Owner of any Unit by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements or extraordinary repairs, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Purpose of Assessments

4.02. The assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of the residents of the Units and for the improvement and maintenance of the Common Area and of the townhouse Units situated upon the Property. Specifically, the Association's responsibilities shall include, but shall not be limited to, the following:

(1) All mowing and maintenance of the storm water management facilities serving the Units. The area of maintenance shall be limited to the area as depicted on the stormwater management detail plan, which is a part of the Country Ridge Subdivision Plan.

(2) Clearing and maintenance of all areas located within public rights-of-way where maintenance is required by Unit Owners.

(3) Clearing and maintenance of private access drives devoted to the common use by multiple Unit Owners.

(4) Maintenance of all lawns, including necessary mowing, subject to the following:

a. Any shrubbery, trees, or any planting of any kind in the front yard areas, other than that which is planted by the developer, shall be preapproved by the Association.

b. The Unit Owner shall be responsible for mowing any area of their lot obstructed in such a manner so as to prohibit the free and uninterrupted mowing of their lawn as determined by the commercial lawn care provider engaged by the Association.

(5) Maintenance of all street lights, as required by the Township, including payment of the electric to operate the street lights.

(6) Each Unit Owner shall be responsible for weeding, general yard maintenance other than mowing and wood bark mulching.

Annual and New Owner Assessment

4.03. Until January 1 of the year immediately following the conveyance of the first Unit to an Owner, the maximum annual assessment shall be \$600.00 per Unit. Thereafter, the Board of Directors shall fix the annual assessment for each year. If the Board of Directors does not adopt a new annual assessment, the assessment for the preceding year shall be deemed to be the assessment for that year.

Each person who purchases a Unit, whether from Declarant or from an Owner, shall pay a new owner assessment of \$150.00, which is due and payable at the time of conveyance of a Unit.

Special Assessments for Capital Improvements

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

**Notice and Quorum for any Action Authorized
Under Paragraphs 4.03, 4.04**

4.05. Any action authorized under Paragraph 4.03 or 4.04 shall be taken at a meeting called for that purpose, written notice of which shall be sent to all Owners not less than ten (10) nor more than sixty (60) days in advance of the meeting. At the first such meeting called the presence of members or of proxies entitled to cast fifty-one (51%) percent of all the votes of each class membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Uniform Rate of Assessment

4.06. Both annual and special assessments must be fixed at a uniform rate for all Units and may be collected on a monthly basis. A Unit shall become subject to assessment upon completion of construction of the townhouse on its respective parcel.

Date of Commencing of Annual Assessment: Due Dates

4.07. The annual assessments provided for herein shall commence as to all Units on the first day of the month following the conveyance of the Common Area, or on the date of conveyance of the first Unit by Declarant, whichever is earlier. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Unit at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, on demand, and for a reasonable charge, furnish a certificate signed by an officer of

the Association setting forth whether the assessments on a specified Unit have been paid.

**Effect of Nonpayment of Assessments;
Remedies of the Association**

4.08. Any assessment not paid within ten (10) days after the due date shall bear interest from the due date at the rate of six (6%) percent per annum and be subject to a late charge of five (\$5.00) dollars per day for each day not paid. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. An Owner shall be liable for all costs of collecting unpaid assessments, including court fees and costs, and reasonable attorneys fees actually incurred. However, the failure to pay any assessment within thirty (30) days does not constitute a default under an FHA-insured mortgage. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Unit.

Subordination of the Lien to Mortgages

4.09. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Unit shall not affect the assessment lien. However, the sale or transfer of any Unit pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessment as to payments which became due prior to such sale or liability for any assessments thereafter becoming due or from the lien thereof. In no event shall any mortgagee be required to collect unpaid assessments.

Article V

Architectural Control and Restrictions

5.01. No building, fence, wall or other structure shall be commenced, erected or maintained on any Unit, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within ninety (90) days after said plan and

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specifications have been submitted to it, approval will not be required and the Owner shall be deemed to have complied with the provisions of this Article.

Residential Purposes Only

5.02. Units may be used for residential purposes only, and no store, tavern, beauty salon, barber shop or other public commercial or industrial establishment shall be maintained therein without the specific prior written consent of the Board of Directors. Declarant reserves the right to maintain Units as model townhouses for display to prospective purchasers. These model Units shall comply with all other restrictions and covenants set forth in this Declaration.

Roofs

5.03. All Unit roofs are to be of brown, black or slate asphalt shingles, or of other conservative color or material as approved by the Board of Directors. No change in the color or material of a Unit roof shall be made without the prior written consent of the Board of Directors.

Signs

5.04. No advertising signs or billboards shall be permitted of any of the Units, except, however, the signs of real estate companies, not exceeding four (4) square feet, advertising Units for sale. Notwithstanding the foregoing, Declarant reserves the right to maintain signs identifying the development of the Property or for the purpose of marketing the Units.

Laundry

5.05. No poles, wires or appliances upon which clothes are exposed or hung for any purpose shall be erected or maintained on any Property.

Swimming Pools

5.06. No swimming pools of any type shall be erected or maintained on any Property, except for children's pools less than twenty-four (24) inches high and one-hundred (100) square feet in area, which must be located only in the backyard of a Unit and must be securely covered at all times that when not in use.

Animals

5.07. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Property or in any Unit except that

dogs, cats, or other customary household pets may be kept provided that they are not raised, bred or kept for any commercial purpose. No dog or other customary household pet shall exceed thirty-five (35) pounds. No more than two (2) household pets may be kept in any one Unit. Pets must be kept, maintained and controlled so as to minimize noise, offensive odors and physical damage to any of the Units or the Common Area. No pets of any kind shall be permitted in the front or side yards of the buildings.

Trash

5.08. No garbage, trash cans or other refuse containers shall be kept in front of or beside any Unit for a period in excess of twenty-four (24) hours before or after the day or days of regular scheduled pick-up.

Vehicles and Boats

5.09. No unregistered, inoperative or uninspected vehicles and no buses, boats, recreational vehicles, trailers or commercial trucks shall be stored at any Unit unless it is stored inside of a garage with the door closed.

Temporary Structures

5.10. No structure of a temporary nature nor any outbuilding shall be erected or maintained on any Property at any time without the prior written consent of the Board of Directors.

Fences

5.12. Fencing of any area is prohibited without Association approval.

Personal Property

5.13. No personal property shall be stored or maintained in the front or side yard areas of the Property, including but not limited to hoses, hose reels, toys, and lawn care equipment.

Article VI

General Provisions

Enforcement

6.01. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or

hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to so thereafter.

Severability

6.02. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision hereof, said provisions to remain in full force and effect.

Amendment

6.03. 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. The Declaration may be amended by an instrument signed by not less than two-thirds (2/3) of the Unit Owners. Any amendments must be recorded.

Annexation

6.04. Additional residential property and Common Area may be annexed to the Property with the consent of two-thirds (2/3) of each class of members.

Article VII

Party Walls

General Rules of Law to Apply

7.01. Each wall which is built as part of the original construction of the townhouse upon the Property and placed on the dividing line between the Units shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article VII, the general rules of law regarding party walls and liability shall apply thereto. Maintenance of party walls shall be the joint responsibility of the unit owners abutting the party wall.

Destruction by Fire or Other Casualty

7.02. 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 made use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to

call for a larger contribution from the others under any rule of law regarding liability for negligent or wilful acts or omissions.

Weatherproofing

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

Right of Contribution Runs With the Land

7.04. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Arbitration

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

Article VIII

Exterior Maintenance

In the event an Owner of any Unit in the Property shall fail to maintain the premises and improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain and restore the 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 the assessment to which such Unit is subject.

ARTICLE IX

Joinder

Kathy S. Roser, owner of Lot 4, by deed dated May 29, 1996 and recorded in Record Book 1263, Page 1252, has joined herein in order to convey her interest in the common area contained within her lot and to further subject her lot to the covenants, conditions and restrictions contained herein.

COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF YORK

: SS:
:

On this, the 6th day of June, 1996, before me, a Notary Public in and for said County and Commonwealth, personally appeared KATHY S. ROSE, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same for the purpose therein contained.

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



Treva M. McWilliams
NOTARY PUBLIC

Notarial Seal
Treva M. McWilliams, Notary Public
York, York County
My Commission Expires March 4, 2000
Member, Pennsylvania Association of Notaries

RECORDER OF DEEDS
YORK COUNTY
PENNSYLVANIA

INSTRUMENT NUMBER
1996033279
RECORDED ON
Jun 10, 1996
3:37:53 PM

RECORDING FEES \$36.00
STATE WFT TAX \$0.50
TOTAL \$36.50

I Certify This Document To Be
Recorded In York County, Pa.



T.M.C. Morgan, Jr.
Recorder of Deeds

ALL that certain tract of land situate, lying and being in York Township, York County, Pennsylvania, bounded and limited as follows, to wit:

BEGINNING at a point in Country Club Road at the corner of other lands now or formerly of Pierce J. Streavig; thence continuing along other lands now or formerly of Pierce J. Streavig and along lands now or formerly of Y. W. Gemmill, South eighteen (18) degrees thirteen (13) minutes six (06) seconds West one thousand four hundred forty-nine and twenty-five hundredths (1,449.25) feet to a point at other lands now or formerly of Pierce J. Streavig; thence continuing along other lands now or formerly of Pierce J. Streavig, North seventy-two (72) degrees twenty-three (23) minutes forty-four (44) seconds West one hundred fifty-nine and thirty-six hundredths (159.36) feet, more or less, to a point on the eastern right-of-way line of the proposed Country Ridge Drive; thence continuing along the eastern right-of-way line, by a curve to the right a distance of two hundred fifty (250) feet, more or less, to a point at other lands now or formerly of Pierce J. Streavig; thence continuing along the same South seventeen (17) degrees thirty-six (36) minutes sixteen (16) seconds West one hundred twenty and one hundredths (120.01) feet to a point; thence continuing along the same North seventy-two (72) degrees twenty-three (23) minutes forty-four (44) seconds West two hundred thirty-five and zero hundredths (235.00) feet to a point; thence continuing along the same and crossing over the proposed Country Ridge Drive, North seventeen (17) degrees thirty-six (36) minutes eighteen (18) seconds East three hundred twenty-four and twenty-two hundredths (324.22) feet to a point at other lands now or formerly of Pierce J. Streavig; thence continuing along other lands now or formerly of Pierce J. Streavig, South seventy-two (72) degrees twenty-three (23) minutes forty-four (44) seconds East two hundred thirty-two and fifty hundredths (232.50) feet to a point; thence continuing along the same and along lands now or formerly of Warners Motor Express, Inc., North seventeen (17) degrees thirty-six (36) minutes sixteen (16) seconds East one thousand one hundred thirteen and twenty hundredths (1,113.20) feet to a point at other lands now or formerly of Pierce J. Streavig; thence continuing along other lands now or formerly of Pierce J. Streavig, South eighty-two (82) degrees twenty-four (24) minutes thirty-five (35) seconds East fifteen and eighty-six hundredths (15.86) feet to a point; thence continuing along the same North nineteen (19) degrees nineteen (19) minutes forty-eight (48) seconds East two hundred fourteen and ten hundredths (214.10) feet to a point in Country Club Road; thence continuing in Country Club Road, South eighty-three (83) degrees forty-four (44) minutes thirty-three (33) seconds East three hundred thirty-two and ninety-three hundredths (332.93) feet to a point and place of BEGINNING.

IT BEING A PART of the same premises which Frank A. Nardo and June A. Nardo, his wife, by deed dated August 7, 1986 and recorded in the Recorder's Office in and for York County, Pennsylvania, in Deed Book 92-2, Page 245, granted and conveyed unto Pierce J. Streavig and Phyllis L. Streavig, his wife.

COMMON AREA

All that certain real estate with the improvements thereon erected consisting of the following:

1. Access driveways
2. Sidewalks contained within the Dove Lane and Country Ridge Drive rights-of-way
3. Traffic control islands contained within the Country Ridge Drive right-of-way
4. Stormwater retention facility

ALL of the above real estate being the same which is depicted on, or contained in the notes and site data of the final subdivision plan of Country Ridge, recorded in plan book NN, page 683 and further depicted or contained within the notes and site data on the unrecorded Supplementary Sheets (sheets 3-14) of the Country Ridge Subdivision.

EXHIBIT "B"