

FIRST AMENDMENT
TO THE
DECLARATION FOR RAINTREE HOMEOWNERS ASSOCIATION, INC.

EXHIBIT A

DESCRIPTION OF PROPERTY

All those certain lots located in Manchester Township, York County, Commonwealth of Pennsylvania, and more particularly described and shown on the "Phase II - Final Subdivision Plan of Raintree, Woodhaven Building & Development, Inc." recorded in Plan Book MM, Page 350 dated 7/15/93 (referred to as the "Plan") - including Lots 106-110, 209-214, 221-230, 238-275, 298-306, and 330-337, for a total of 76 lots.

~~XXXXXXXXXX~~

PREPARED BY:
Michael H. Mannes, Esquire
Hooper, Kiefer & Cornell
343 North Charles Street
Baltimore, Maryland 21201

MAIL TO:
MASONRY CONTRACTORS, INC.
4219 Hanover Pike
Manchester, MD 21102
ATTN: Jim Piet

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SECOND AMENDMENT
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
RAINTREE HOMEOWNERS ASSOCIATION, INC. *R*
MANCHESTER TOWNSHIP, YORK, PENNSYLVANIA

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS for Raintree Homeowners Association, Inc. (herein called this "Amendment"), made this 18th day of August, 1999, by Woodhaven Building and Development, Inc., a Maryland corporation (hereinafter referred to as the "Declarant").

W I T N E S S E T H :

WHEREAS, the Declarant is the Owner of certain property in the Manchester Township, York County, Commonwealth of Pennsylvania, and

WHEREAS, the Declarant has previously executed a Declaration of Covenants, Conditions and Restrictions which was recorded in the Recorder of Deeds Office in York County, Commonwealth of Pennsylvania in Record Book 108L, Page 483 et seq. (the "Declaration"); and

WHEREAS, as contemplated in accordance with provisions of the Declaration with respect to annexation of additional land, the Declarant now desires to subject the land and property described in Exhibit 1 hereof to the Declaration and to membership in Raintree Homeowners Association, Inc. (the "Association").

NOW, THEREFORE, for the purposes aforesaid, the Declarant does hereby state and declare as follows:

1. Submission of Additional Property to the Declaration and the Association. The Declarant desires to and does hereby submit to the covenants, conditions and restrictions established under the Declaration aforesaid all that land located in the Manchester Township, York County, Commonwealth of Pennsylvania, as described in Exhibit 1 attached hereto and made a part hereof. 3 p
/m

SUBJECT, HOWEVER, TO and entitled to the benefit of all statements and conditions set forth in the Plans recorded among the Records of York County, Commonwealth of Pennsylvania in Plan Book KK, Page 246; Book MM, Page 350; and Book PR, Page 326 (the "Subdivision Plans").

2. Property Subject to the Declaration. As provided in the Declaration, upon the recording of this Amendment, the land described in Exhibit 1 is subject to the covenants, conditions and restrictions contained in the aforesaid Declaration, including the

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lien for assessments created thereunder. After recordation of this Amendment, the Association shall contain 283 lots.

3. Definitions. All terms used herein shall have the meanings specified in the Declaration.

IN WITNESS, the Declarant has caused this Amendment to the Declaration to be executed on its behalf, on the date and year first above written.

WITNESS:

WOODHAVEN BUILDING AND DEVELOPMENT,
INC.

By: Martin K.P. Hill (SEAL)
Martin K.P. Hill, President

STATE OF MARYLAND, COUNTY OF Carroll, TO WIT:

I HEREBY CERTIFY, That on this 18th day of August, 1999, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared Martin K.P. Hill, the President of Woodhaven Building and Development, Inc., who made oath in due form of law that he is authorized to execute this Amendment to the Declaration of Covenants, Conditions and Restrictions of Raintree Homeowners Association, Inc. on behalf of said corporation and acknowledged this document to be the free act and deed of said corporation.

WITNESS my hand and Notarial Seal the day and year aforesaid.

My Commission Expires: 11/5/01

Joyce L. Moore
NOTARY PUBLIC



Joyce L. Moore, Notary Public
Carroll County
State of Maryland
My Commission Expires Nov. 6, 2001

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



[Signature]
Recorder of Deeds

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CONFIRMATORY
SECOND AMENDMENT
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
RAINTREE HOMEOWNERS ASSOCIATION, INC.
MANCHESTER TOWNSHIP, YORK, PENNSYLVANIA

THIS CONFIRMATORY SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS for Raintree Homeowners Association, Inc. (herein called this "Confirmatory Amendment"), made this 21st day of October, 1999, by Woodhaven Building and Development, Inc. a Maryland corporation (hereinafter referred to as the "Declarant").

W I T N E S S E T H :

WHEREAS, the Declarant is the Owner of certain property in the Manchester Township, York County, Commonwealth of Pennsylvania, and

WHEREAS, the Declarant has previously executed a Declaration of Covenants, Conditions and Restrictions which was recorded in the Recorder of Deeds Office in York County, Commonwealth of Pennsylvania in Record Book 108L, Page 483 et seq. (the "Declaration"); and

WHEREAS, as contemplated in accordance with provisions of the Declaration with respect to annexation of additional land, the Declarant recorded a Second Amendment to the Declaration which was dated 8-18-99 and recorded as aforesaid in Record Book 1375 Page 0125 (the "Second Amendment"); and

WHEREAS, the Exhibit attached to the Second Amendment bore the incorrect recording reference for the Subdivision Plan.

NOW, THEREFORE, for the purposes aforesaid, the Declarant does hereby state and declare as follows:

1. The recording reference on Exhibit 1 attached to the Second Amendment is corrected to read "Plan Book PP..." and the Exhibit 1 attached hereto is substituted for the Exhibit with the incorrect recording reference.

2. All other parts of the Second Amendment are hereby ratified and CONFIRMED.

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CONFIRMATORY
SECOND AMENDMENT
TO THE
DECLARATION FOR RAINTREE HOMESOWNERS ASSOCIATION, INC.

EXHIBIT 1
DESCRIPTION OF PROPERTY

All those certain lots located in Manchester Township, York County, Commonwealth of Pennsylvania, and more particularly described and shown on the "Phase III - Final Subdivision Plan of Raintree, Woodhaven Building & Development, Inc." recorded in Plan Book PP, Page 326 dated 2/24/98 (referred to as the "Plan") - including Lot Numbers 86 through 105, 111 through 169, 172 through 180 and 187 through 208, for a total of 110 lots.

RECORDER OF DEEDS
YORK COUNTY
PENNSYLVANIA

INSTRUMENT NUMBER
1999075816

RECORDED ON
Oct 22, 1999
10:33:45 AM

RECORDING FEES \$13.00
STATE WRIT TAX \$0.50
COUNTY ARCHIVES FEE \$1.00
RCD ARCHIVES FEE \$1.00
TOTAL \$15.50

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



[Signature]
Recorder of Deeds

MAIL TO:

Michael H. Mannes, Esquire
Michael H. Mannes, P.A.
1 East Franklin Street - 4th Floor
Baltimore, Maryland 21202-2239

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UNDER and SUBJECT, NEVERTHELESS, to the following easements:

1. Right-of-way for a pipeline and telegraph line granted July 29, 1890, by William Neiman to Theodore M. Towl, recorded in Deed Book 8-W, page 449.
 2. Right-of-way for a line of towers for transmission of electric current granted April 23, 1923, by Charles H. Jacoby to York Haven Water and Power Co., recorded in Deed Book 22-L, page 82.
 3. Right-of-way for a pipeline, etc., granted March 19, 1930, by Charles H. Jacoby and Mary Y. Jacoby, his wife, to Southern Pipe Line Company, recorded in Deed Book 24-R, page 670.
 4. Right-of-way for an electric line granted June 15, 1938, by Charles H. Jacoby to Edison Light & Power Company, recorded in Deed Book 27-K, page 88.
 5. Right-of-way for a pipeline, etc., granted January 9, 1943, by Mary Y. Jacoby to Defense Plant Corporation, recorded in Deed Book 29-T, page 37.
- - - - -

THIRD AMENDMENT
TO THE
DECLARATION FOR RAINTREE HOMEOWNERS ASSOCIATION, INC.

EXHIBIT 1

DESCRIPTION OF PROPERTY

All those certain lots located in Manchester Township, York County, Commonwealth of Pennsylvania, and more particularly described and shown on the "Phase IV - Final Subdivision Plan of Raintree, Woodhaven Building & Development, Inc." recorded in Plan Book SS, Page 271 dated 8-29-03 (referred to as the "Plan") - including Lot Numbers 231 through 238, 276 through 297 excluding Lot 285, and 307 through 329, for a total of 52 lots.

MAIL TO:

Michael H. Mannes, Esquire
Michael H. Mannes, P.A.
108 Water Street, Suite 200
Baltimore, Maryland 21202-1001

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OF

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BY-LAWS
OF
RAINTREE HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

Section 1. Name and Location. The name of this Corporation is RAINTREE HOMEOWNERS ASSOCIATION, INC. Its principal place of business and mailing address is 3165 Raintree Road, York, Pennsylvania 17404. Said principal office may be changed by the Board of Directors at any time and from time to time. The Corporation is a non-profit, non-stock corporation organized under the laws of the Commonwealth of Pennsylvania. The Corporation may have such other offices within or without the Commonwealth of Pennsylvania as the Board of Directors or the Members may from time to time designate. The Corporation shall be the Association described in the Declaration, and for purposes of identification shall be hereinafter referred to in these By-Laws as the "Corporation" or the "Association."

Section 2. Applicability. These By-Laws and each provision thereof shall be applicable to all Lot Owners within this community known as Raintree Homeowners Association, Inc., situate in Manchester Township, York County, Pennsylvania, and described in the Declaration.

ARTICLE II
DEFINITIONS

Section 1. "Declaration" as used herein, means that certain Declaration of Covenants, Conditions and Restrictions made the 12th day of December, 1990, by WOODHAVEN BUILDING & DEVELOPMENT, INC., a Maryland corporation, recorded in the Office of the Recorder of Deeds of York County, Pennsylvania, and any declaration amendatory or supplementary thereto.

Section 2. Other Definitions. Any other term used in these By-Laws shall have the same meaning as set forth in the Declaration except where said meaning is clearly inappropriate.

ARTICLE III
MEMBERSHIP

Section 1. Members. Every person, group of persons, corporation, trust, firm, partnership, association or other legal entity, or any combination thereof, which owns or occupies a Lot within that portion of the Property subject to the Declaration shall be a member of the Association; PROVIDED, HOWEVER, that any person, group of persons, corporation, trust, firm, partnership, association or other legal entity, or any combination thereof,

which holds such interest solely as security for the performance of any obligation shall not be a Member solely by reason of such interest.

Section 2. Classification of Members. Members of the Association shall be divided into classes as follows:

(a) Class A Members. With the exception of the Declarant (but subject to the provisions of this Section converting Class B to Class A membership), every person, group of persons, corporation, partnership, trust or other legal entity who is a record owner of a fee simple interest in any Lot which is or becomes subject to the Declaration shall be a Class A Member of the Association; PROVIDED, HOWEVER, that any such person, group of persons, corporation, partnership, trust, or other legal entity who holds such interest solely as security for the performance of an obligation shall not be a Member solely on account of such interest. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for membership. In the event that more than one person, group of persons, corporation, partnership, trust or other legal entity is the record owner of a fee simple interest in any Lot, then the vote for the membership appurtenant to such Lot shall be exercised as they among themselves determine in the manner provided hereinbelow, but (except as herein provided) no more than one vote shall be cast with respect to any Lot.

(b) Class B Member. The Class B Member shall be the Declarant (and/or such other persons to whom Declarant shall assign any Class B membership) and the Class B Member shall be entitled to three votes for each Lot which it holds; PROVIDED, HOWEVER, that such Class B Membership shall lapse and become a nullity on either of the following events, whichever occurs first:

(i) when the total votes outstanding in the Class A Membership equals the total votes outstanding in the Class B Membership; or

(ii) seven (7) years from the date of recordation of the Declaration; PROVIDED, HOWEVER, that if the Declarant is delayed in the improvement and development of the Property on account of a sewer, water or building permit moratorium or any other cause or event beyond the Declarant's control, then the aforesaid seven (7) year period shall be extended by a period of time equal to the length of the delays or three (3) years, whichever is less.

Upon the lapse of all of the Class B memberships, as provided in this Article III, Declarant shall be a Class A Member of the Association as to each and every Lot in which Declarant holds the interest otherwise required for such Class A membership.

Section 3. Assignment of Membership. The Class A memberships, but not the Class B membership, shall be appurtenant to the Lot owned by a Member and may not be assigned except in conjunction with the Lot to which they are appurtenant. The Class B membership shall be freely assignable to any legal entity serving in capacity as a Declarant, hereunder as the same is defined in Article III, Section 2 herein.

Section 4. Liquidation Rights. In the event of any voluntary or involuntary dissolution of the Association, the assets of the Association shall be distributed to an appropriate public agency to be used for similar purposes to those for which this Association was created. In the event that such distribution is not accepted, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization operated for similar purposes.

Section 5. Method of Voting Membership Held by More Than One Person. In the event a membership is held by more than one person, that membership shall, nevertheless, be entitled to only one indivisible vote. The method of voting such membership shall be as described in Article IV, Section 7 of these By-Laws.

ARTICLE IV MEETING OF MEMBERS

Section 1. Place of Meeting. Meetings of the membership shall be held at the principal office or place of business of the Association or at such other suitable place convenient to the membership as may be designated by the Board of Directors.

Section 2. Annual Meetings. The first annual meeting of the Members of the Association shall be held at such time as the Board of Directors shall determine but shall be held, in any event, within one (1) year following the date of filing of the Articles of Incorporation with the Commonwealth of Pennsylvania. Thereafter, the annual meetings of the Members of the Association shall be held on such date as the Board of Directors may determine but not less than three nor more than five months after the last day of the Association's fiscal year. If the Board of Directors shall fail to set a date for the annual meeting, in any year, then such meeting for that year shall be held at 7:30 p.m. on the second Thursday of April. At such meeting there shall be elected by ballot of the Members, a Board of Directors in accordance with the requirements of Article V, Section 4 of these By-Laws. The Members may also transact such other business of the Association as may properly come before them.

Section 3. Special Meetings. It shall be the duty of the President to call a special meeting of the Members as directed by resolution of the Board of Directors or upon a petition signed by Members representing at least twenty-five percent (25%) of the

total membership entitled to vote having been presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 4. Notice of Meetings. It shall be the duty of the Secretary to mail a notice of each meeting or special meeting, stating the purpose thereof as well as time and place where it is to be held, to each Member of record, at his address as it appears on the membership books of the Association, or if no address appears, at his last known place of address, at least ten (10) but not more than ninety (90) days prior to such meeting. Service may also be accomplished by the delivery of any such notice to the Member at his Lot or last known address. Attendance by a Member at any meeting of the members shall be a waiver of notice by him of the time, place and purpose thereof.

Section 5. Quorum. The presence, either in person or by proxy, of Members entitled to cast one-tenth (1/10) of the votes of each class of Members shall be requisite for, and shall constitute a quorum for the transaction of business at all meetings of Members unless a greater number is provided by the Articles of Incorporation, the Declaration or these By-Laws.

Section 6. Adjourned Meetings. If any meeting of Members cannot be organized because a quorum has not attended, the Members who are present, either in person or by proxy, may, except as otherwise provided by law, adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

Section 7. Voting. At every meeting of the Members, each of the Members shall have the right to cast one (1) vote for each membership which he owns on each question. The vote of the Members representing fifty-one percent (51%) of the membership present and voting at the meeting, in person or by proxy, shall be necessary to decide any question brought before such meeting, unless the question is one upon which, by express provision of statute or of the Articles of Incorporation, or of the Declaration or of these By-Laws, a different vote is required, in which case such express provision shall govern and control. The vote for any membership which is owned by more than one person may be exercised by any of them present at any meeting unless any objection or protest by any other owner of such membership is noted at such meeting. In the event all of the co-owners of any membership who are present at any meeting of the members are unable to agree on the manner in which the vote for such membership shall be cast on any question, then such vote shall not be counted for purposes of deciding that question. In the event that the membership is owned by a corporation, then the vote for any such membership shall be cast by a person designated in a certificate and attested by the secretary or an assistant secretary of such corporation and filed

with the Secretary of the Association prior to the meeting. The vote for any membership which is owned by a trust or partnership may be exercised by any trustee or partner thereof, as the case may be and, unless any objection or protest by any other such trustee or partner is noted at such meeting, the Chairman of such meeting shall have no duty to inquire as to the authority of the person casting such vote or votes. No Member shall be eligible to vote, either in person or by proxy, or to be elected to the Board of Directors if the books or management accounts show such Member to be more than sixty (60) days delinquent in any payment due the Association. No vote may be divided into fractional votes on any question.

Section 8. Proxies. A Member may appoint any other Member or the Declarant as his proxy. Any proxy must be in writing and must be filed with the Secretary in a form approved by the Board of Directors before the appointed time of each meeting. Unless limited by its terms or by statute, any proxy shall continue until revoked by a written notice of revocation filed with the Secretary, by the death of the Member, or by conveyance of the Lot to which the membership is appurtenant.

Section 9. Rights of Mortgagees. Any institutional mortgagee of any Lot who desires notice of the annual and special meetings of the Members shall notify the Secretary to that effect by registered or certified mail, return receipt requested. Any such notice shall contain the name and post office address of such institutional mortgagee and the name of the person to whom notice of the annual and special meetings of the Members should be addressed. The Secretary of the Association shall maintain a roster of all institutional mortgagees from whom such notices are received and it shall be the duty of the Secretary to mail or otherwise cause the delivery of a notice of each annual or special meeting of the Members to each such institutional mortgagee, in the same manner, and subject to the same requirements and limitations as are provided in Section 4 of this Article for notice to the Members. Any such institutional mortgagee shall be entitled to designate a representative to attend any annual or special meeting of the Members and such representative may participate in the discussion at any such meeting and may, upon his request to the Chairman in advance of the meeting, address the Members present at any such meeting. Such representatives shall have no voting rights at any such meeting.

Section 10. Order of Business. The order of business at regularly scheduled meetings of the members shall be as follows:

- (a) Roll call and certification of proxies;
- (b) Proof of notice of meeting or waiver of notice;
- (c) Reading of minutes of preceding meeting;
- (d) Reports of officers, if any;
- (e) Reports of committees, if any;
- (f) Election or appointment of inspectors of election;

- (g) Election of Directors;
- (h) Unfinished business; and
- (i) New business.

In the case of a special meeting, items (a) and (b) shall be applicable and thereafter the agenda shall consist of the items specified in the notice of the meeting.

ARTICLE V DIRECTORS

Section 1. Number. The affairs of the Association shall be managed by a Board of Directors initially consisting of three (3) natural persons who need not be Members of the Association, and who shall be designated by the Declarant and who shall hold office until the election of their successors at the first annual meeting of the Members of the Association. The names of the initial members of the board of directors are: Martin K. P. Hill, J. Barry Monroe, and James F. Piet.

Commencing with the first annual meeting of the Association, the Board shall consist of an uneven number of not less than three (3) nor more than seven (7) Members who shall be elected by the Members of the Association. All directors must be natural persons. Prior to the lapse of the Class B membership as provided for in the Articles of Incorporation and the Declaration, the number of directors shall be determined from time to time by a vote of the initial directors named by the Declarant; thereafter, the number of directors shall be determined by a vote of the Members at the annual meeting of Members and the number of directors may be changed by a vote of the Members at any subsequent annual or special meeting of the Members; PROVIDED, HOWEVER, that (a) the limitations of this Section shall continue to apply; and (b) no such change shall operate to curtail or extend the term of any incumbent director.

Section 2. Powers and Duties. The Board shall have all the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things, as are not by law or by these By-Laws, directed to be exercised and done by the Members. The powers and duties of the Board shall include, but not be limited to, the following:

To provide for the:

(a) care and upkeep of the Common Areas in a manner consistent with the law, the provisions of these By-Laws, and the Declaration;

(b) establishment and collection of assessments and/or carrying charges from the members and for the assessments

and/or enforcement of liens therefor in a manner consistent with law and the provisions of these By-Laws and the Declaration;

(c) designation, hiring, and/or dismissal of personnel necessary for the good working order of the Association, for the proper care of the Common Areas, and to provide services for the Association in a manner consistent with law and the provisions of these By-Laws and the Declaration; and

(d) promulgation and enforcement of such rules as may be deemed proper respecting the use, occupancy and maintenance of the Common Areas as are designated to prevent unreasonable interference with the use and occupancy of the Association by the Members, all of which shall be consistent with law and the provisions of these By-Laws and the Declaration.

Section 3. Budget. The Board of Directors, with the assistance of counsel, shall prepare and adopt a budget for each annual assessment period which shall include estimates of the funds required by the Association to meet its annual expenses for that period and shall include reasonable reserves for repair and replacement. The budget herein required to be prepared and adopted by the Board of Directors shall be in a format consistent with the classification of the accounts of the Association, and shall provide for sufficient estimates, on a consistent periodic basis, to permit comparison to and of deviations from the various periodic reports of the actual results of operation and the actual financial condition of the Association, on both a current basis and for prior corresponding periods, all in accordance with generally accepted accounting practices, consistently applied. Copies of the budget shall be available for examination by the Members and by their duly authorized agents and attorneys, and by the institutional holder of any first mortgage on any Lot in the project and by their duly authorized agents and attorneys, during normal business hours, for purposes reasonably related to their respective interests, and upon reasonable notice.

Section 4. Term of Office. At the first annual meeting of the Members, the Members shall elect one (1) director for a term of one (1) year, one (1) director for a term of two (2) years, and one (1) director for a term of three (3) years. At the expiration of the initial term of office of each respective director, his successors shall be elected to serve a term of three (3) years. In the alternative, the membership may, by resolution duly made and adopted at the first annual meeting of Members, or any subsequent annual meeting, resolve to fix the term for each Director elected at any such meeting at one (1) year. Directors shall hold office until their successors have been elected and hold their first regular meeting.

Section 5. Vacancies. Vacancies in the Board caused by any reason other than the removal of a Director through normal annual elections as herein provided shall be filled by vote of the

majority of the remaining Directors, even though they may constitute less than a quorum; each person so elected shall be a Director until a successor is elected by the Members at the next annual meeting.

Section 6. Removal. After the first annual meeting of the Association, any Director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. Prior to the first annual meeting of the Association, any director may be removed from the Board, with or without cause, by the Declarant.

Section 7. Compensation. No Director shall receive compensation for any service he may render to the Association, unless approved by a vote of two-thirds (2/3) of the Members. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 8. Organizational Meeting. The first meeting of a newly elected Board shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, provided a majority of the entire Board shall be present.

Section 9. Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be determined by a majority of the Directors, but at least two (2) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director and all members, personally or by mail, telephone or telegraph, at least six (6) days prior to the day named for such meeting.

Section 10. Special Meetings. Special meetings of the Board may be called by the President of the Board on three (3) days' notice to each Director, given personally or by mail, telephone or telegraph, which notice shall state the time, place, as hereinabove provided, and purpose of the meeting. Special meetings of the Board shall be called by the President or Secretary in like manner and on like notice on the written request of at least one-third (1/3) of the Directors.

Section 11. Waiver of Notice. Before or at any meeting of the Board, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be waiver of notice by him of the time, place and purpose thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business which may properly come before the Board at such meeting may be transacted.

Section 12. Quorum. At all meetings of the Board, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present and voting at a meeting at which a quorum is present shall be the acts of the Board. If at any meeting of the Board there be less than a quorum present, the majority of those present, may adjourn the meeting from time to time. At any such meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 13. Action Without Meeting. Any action by the Board required or permitted to be taken at any meeting may be taken without a meeting if all of the Members of the Board shall individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board of Directors.

Section 14. Fidelity Bonds. The Board shall require that all officers and employees of the Association handling or responsible for association, corporate or trust funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

ARTICLE VI OFFICERS

Section 1. Designation. The principal officers of the Association shall be a President, a Vice President, a Secretary, and a Treasurer, all of whom shall be elected by the Board and none of whom shall be related by marriage or otherwise. Prior to the first annual meeting of Members, the officers of the Association need not be Members of the Association. Thereafter, all officers of the Association shall be Members of the Association.

Section 2. Election of Officers. The officers of the Association shall be elected annually by the Board at the organizational meeting of each new Board and shall hold office at the pleasure of the Board.

Section 3. Removal of Officers. Upon an affirmative vote of a majority of the Members of the Board, any officer may be removed either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or any special meeting of the Board called for such purpose.

Section 4. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Members and of the Board. He shall have all of the general powers and duties which are usually vested in the office of president of a corporation, including but not limited to

the power to appoint committees from among the membership from time to time as he may, in his discretion, decide is appropriate to assist in the conduct of the affairs of the Association.

Section 5. Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board shall appoint some other member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be delegated to him by the Board of Directors.

Section 6. Secretary. The Secretary shall keep the minutes of all meetings of the Board and the minutes of all meetings of the Members of the Association; he shall have custody of the seal of the Association; he shall have charge of the membership transfer books and of such other books and papers as the Board may direct; and he shall, in general, perform all the duties incident to the office of Secretary.

Section 7. Treasurer. The Treasurer shall have responsibility for association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all moneys and other valuable effects in the name, and to the credit, of the Association, in such depositories as may from time to time be designated by the Board.

ARTICLE VII

LIABILITY AND INDEMNIFICATION OF OFFICERS AND DIRECTORS

Section 1. Liability and Indemnification of Officers and Directors. The Association shall indemnify every officer and director of the Association against any and all expenses, including counsel fees reasonably incurred by or imposed upon any officer or director in connection with any action, suit or other proceeding (including the settlement of any such suit or proceeding if approved by the then Board of the Association) to which he may be made a party by reason of being or having been an officer or director of the Association whether or not such person is an officer or director at the time such expenses are incurred. The officers and directors of the Association shall not be liable to the Members of the Association for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The officers and directors of the Association shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be owners of Lots) and the Association shall indemnify and forever hold each such officer and director free and

harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director of the Association, or former officer or director of the Association may be entitled.

Section 2. Common or Interested Directors. The Directors shall exercise their powers and duties in good faith and with a view to the best interests of the Association. No contract or other transaction between the Association and one or more of its Directors, or between the Association and any corporation, firm or association (including the Declarant) in which one or more of the Directors of this Association are directors or officers or are pecuniarily or otherwise interested, is either void or voidable because such Director or Directors are present at the meeting of the Board or any committee thereof which authorizes or approves the contract for such purposes, if any of the conditions specified in any of the following subparagraphs exist:

(a) The fact of the common directorate or interest is disclosed or known to the Board or a majority thereof or noted in the Minutes, and the Board authorizes, approves, or ratifies such contract or transaction in good faith by a vote sufficient for the purpose;

(b) The fact of the common directorate or interest is disclosed or known to the Members, or a majority thereof, and they approve or ratify the contract or transaction in good faith by a vote sufficient for the purpose; or

(c) The contract or transaction is commercially reasonable to the Association at the time it is authorized, ratified, approved or executed.

Common or interested Directors may be counted in determining the presence of a quorum at any meeting of the Board or committee thereof which authorizes, approves or ratifies any contract or transaction, and may vote thereat to authorize any contract or transaction with like force and effect as if he were not such a director or officer of such corporation or not so interested.

ARTICLE VIII MANAGEMENT

Section 1. Management and Common Expenses. The Association, acting by and through its Board, shall manage, operate and maintain the Common Areas and, for the benefit of the Lots and the owners thereof, shall enforce the provisions hereof and shall pay out of the common expense fund hereinelsewhere provided for, the following:

(a) The cost of providing water, sewer, garbage and trash collection, electrical and other necessary utility services for the Common Areas;

(b) The cost of directors and officers liability, fire, and extended liability insurance for the Common Areas and the cost of such other insurance as the Association may effect, or deem appropriate;

(c) The cost of the services of a person or firm to manage the project together with the services of such other personnel as the Board shall consider necessary for the operation of the project;

(d) The cost of providing such legal and accounting services as may be considered necessary to the operation of the Association;

(e) The cost of painting, maintaining, replacing, repairing and landscaping the Common Areas and such furnishings and equipment as the Board shall determine are necessary and proper, and the Board shall have the exclusive right and duty to acquire the same; PROVIDED, HOWEVER, that nothing herein contained shall require the Association to paint, repair or otherwise maintain any Lot or any fixtures, appliances or equipment located therein, the maintenance of each Lot being the sole responsibility of the Owner or occupant thereof; and

(f) The cost of any and all other materials, supplies, labor, services, maintenance, repairs, taxes, assessments or the like, which the Association is required to secure or pay for by law, or otherwise, or which in the discretion of the Board shall be necessary or proper for the operation of the Association and its property.

Section 2. Easements for Utilities and Related Purposes. The Association is authorized and empowered to grant (and shall from time to time grant) such licenses, easements and/or rights-of-way for sewer lines, water lines, electrical cables, telephone cables, television and other communications cables, internal and external wiring and antennae, gas lines, storm drains, underground conduits and/or such other purposes related to the provision of public utilities and other common services to the Property or any part thereof as may be considered necessary, appropriate or desirable by the Board for the orderly maintenance, preservation and enjoyment of the Property or for the preservation of the health, safety, convenience and/or welfare of the owners of the Lots or the Declarant. Said easements, licenses and rights-of-way shall be granted by vote of the Board of Directors of the Association and the Members shall not be required to approve such grants.

Section 3. Limitation of Liability. The Association shall not be liable for any failure of utilities or other services to be obtained by the Association or paid out of the common expense fund, or for injury or damage to person or property caused by the elements or by the Owner of any Lot, or any other person, or flow from any portion of the Property owned and/or maintained by the Association or from any wire, pipe, drain, conduit, appliance or equipment. The Association shall not be liable to the Owner of any Lot for loss or damage, by theft or otherwise, of articles which may be stored upon any of the Common Areas. No diminution or abatement of common expense assessments, as hereinelsewhere provided, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the Common Areas, or to any Lot or from any action taken by the Association to comply with any law, ordinance or with the order or directive of any municipal or other governmental authority.

Section 4. Fiscal Year. The fiscal year of the Association shall be determined by the Board of Directors.

Section 5. Books and Accounts. Books and accounts of the Association shall be kept under the direction of the Treasurer in accordance with good accounting practices. The same shall include books with detailed accounts, in chronological order, of receipts and of the expenditures affecting the project and its administration and shall specify the maintenance and repair expenses of the Common Areas and services, and of any other expenses incurred. The amount of any assessment required for payment of any capital expenditures of the Association shall be credited upon the books of the Association to the "Paid-in-Surplus" account as a capital contribution by the members.

Section 6. Auditing. At the close of each fiscal year, the books and records of the Association shall be audited by an independent Certified Public Accountant whose report shall be prepared and certified in accordance with generally accepted auditing standards. Based upon such report, the Association shall furnish its Members with an annual financial statement, including the income and disbursements of the Association.

Section 7. Inspection of Books. The books and accounts or the Association, and vouchers accrediting the entries made thereupon, shall be available for examination by the Members of the Association, attorneys representing any of the Members, and to the institutional holder of any first mortgage on any Lot and/or its duly authorized agents or attorneys, during normal business hours and for purposes reasonably related to their interests as Members.

Section 8. Execution of Association Documents. With the prior authorization of the Board, all notes and contracts shall be executed on behalf of the Association by either the President or

Vice President, and all checks shall be executed on behalf of the Association by such officers, agents or other persons as are from time to time authorized by the Board of Directors.

ARTICLE IX
USE RESTRICTIONS

Section 1. Residential Use. All Lots shall be used for private, residential purposes exclusively, except for such temporary non-residential uses as may from time to time be authorized by the Board and the Zoning Ordinances of Manchester Township. Nothing in this Section, or hereinelsewhere, shall be construed to prohibit the Declarant from the use of any Lots which Declarant owns for promotional or display purposes as "model houses" or from leasing any Lot(s) which Declarant owns.

Section 2. Leasing. No Lot within the project, with the exception of leases entered into by Declarant, shall be rented for transient or hotel purposes, or in any event for an initial period of less than twelve (12) months. No portion of any Lot, other than the entire Lot, shall be leased for any period. Any Owner of any Lot who shall lease such Lot shall promptly, following the execution of any such lease, forward a conformed copy thereof to the Board. Any such lease shall contain a provision to the effect that the rights of the tenant to use and occupy the Lot shall be subject and subordinate in all respects to the provisions of the Declaration and to such rules relating to the use of the Common Areas or other rules as the Board may from time to time promulgate. The provisions of this Section shall not apply to any institutional mortgagee of any Lot who comes into possession of the Lot as a result of a foreclosure sale or as a result of a proceeding in lieu of foreclosure.

Section 3. Rule-Making Authority. Set forth in the Declaration are various specific restrictions on the use to which any Owner or Occupant may put his Lot and/or the Common Areas. The Association, acting by vote of its Board, shall have the right to promulgate rules implementing and supplementing said restrictions and such rules shall have the same force and effect as if they were incorporated into the Declaration. Except where immediate implementation is necessary to prevent injury to the health, safety or welfare of persons or to prevent damage or waste to any portion of the Property, such rules and regulations shall be displayed for thirty (30) days after their promulgation prior to becoming effective.

ARTICLE X
DESTRUCTION AND DAMAGE

Section 1. Use of Insurance Proceeds. In the event of damage or destruction of any portion or all of the Common Areas by

fire or other casualty, the same shall be promptly repaired or reconstructed in substantial conformity with the original plans and specifications with the proceeds of insurance available for that purpose, if any.

Section 2. Proceeds Insufficient. In the event that the proceeds of insurance are not sufficient to repair damage or destruction of the Common Areas by fire or other casualty, or in the event such damage or destruction is caused by any casualty not herein required to be insured against, then the repair or reconstruction of the damaged Common Areas shall be accomplished promptly by the Association at its common expense. The ratable share of the expense of such repairs or reconstruction may be assessed and the lien for the same shall have all the priorities provided for in the Declaration.

ARTICLE XI ARCHITECTURAL STANDARDS

Each Owner of a Lot in the Association (other than the Declarant during the course of construction on the Property) by virtue of his acceptance of a warranty deed and the Declaration of Covenants, Conditions and Restrictions (and particularly Article VI thereof), acknowledges the necessity of maintaining the physical appearance and image of the entire residential community as a quality residential community, and additionally that the success of the Declarant in selling the remaining portions of the community is closely related to the physical appearance and image of the completed portions of the community. Except for the rehabilitation and renovation of the Lots situate within the community by the Developer and any improvements to any Lot or to the Common Areas accomplished concurrently with said construction, and except for purposes of proper maintenance and repair or as otherwise in these By-Laws provided, it shall be prohibited to install, erect, attach, place, build, alter, plant, remove or construct any structures or other additions to a Lot, or to any building on a Lot, including but not limited to any awnings, hot tubs, greenhouses, gazebos, patios, balconies, sun decks, porches, covers over patios/balconies/sun decks and porches, solar collecting devices, privacy enclosure walls or retaining walls; or to make any changes or alterations (including alterations in color) within any Lot which will alter the structural integrity or appearance of a building or a Lot, or otherwise affect the property, interest or welfare of any other Lot owner, or impair any easement, until the complete plans and specifications, showing the location, nature, shape, dimensions, material, color, type of construction and/or any other proposed form of change including without limitation, any other information specified by the Board (or its designated committee) shall have been submitted to and approved in writing as to safety, the effect of any such alterations on the costs of maintaining and insuring the property, and harmony of design, color and location in relation to

surrounding structures and topography by the Board, or by an Architectural Standards Committee designated by it.

ARTICLE XII
AMENDMENT AND APPROVALS

Section 1. Amendments by Members. These By-Laws may be amended by the affirmative vote of Members representing sixty-six and two-thirds percent (66-2/3%) or more of the votes of each class of Members at any meeting of the Members duly called for such purpose.

Section 2. Amendments by Declarant. During the period in which the Declarant owns a Class B membership, the Declarant reserves the right to unilaterally amend these By-Laws to meet the requirements of the Federal Housing Administration, Veteran's Administration, Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, title insurance company or any other governmental or quasi-governmental agency, or to meet the requirements of any mortgage lender; PROVIDED, HOWEVER, that any such amendment shall not materially adversely affect the substantive rights hereunder of any Member other than Declarant. Any such amendment shall be distributed to all Members.

Section 3. FHA/VA Approval. Notwithstanding anything herein contained to the contrary, as long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, dedication of Common Areas, and amendment of these By-Laws. HUD/VA has the right to veto amendments while there is a Class B membership.

ARTICLE XIII
MORTGAGES - NOTICES

Section 1. Notice to Board of Directors. Any owner of any Lot in the Association who mortgages such Lot shall promptly notify the Board of Directors of the name and address of his mortgagee. The Board of Directors shall maintain suitable records pertaining to such mortgages.

Section 2. Consents. Any provision of these By-Laws to the contrary notwithstanding, the Association shall not, nor shall the Members, except by consent of two-thirds (2/3) thereof exclusive of the Declarant or the consent of two-thirds (2/3) of all first mortgagees of record, materially modify or amend the provisions of these By-laws.

Section 3. Definition. As used in this Article, the term "mortgagee" shall mean any mortgagee, and shall not be limited to institutional mortgagees, and the term "Mortgage" shall include a deed of trust. As used generally in these By-Laws, the

term "institutional holder" or "institutional mortgagee" shall include banks, trust companies, insurance companies, savings and loan associations, pension funds and any corporation, including a corporation of, or affiliated with, the United States Government, or any agency thereof.

ARTICLE XIV
INTERPRETATION - MISCELLANEOUS

Section 1. Conflict. These By-Laws are subordinate and subject in all respects to the provisions of the Declaration. All of the terms hereof, except where clearly repugnant to the content, shall have the same meaning as in the Declaration. In the event of any conflict between these By-Laws and the Declaration, the provisions of the Declaration shall control. The provisions of the Declaration are incorporated herein by reference.

Section 2. Notices. Unless another type of notice is hereinafter specifically provided for, any and all notices called for in the Declaration and in these By-Laws shall be given in writing.

Section 3. Severability. In the event any provision or provisions of these By-Laws shall be determined to be invalid, void or unenforceable, such determination shall not render invalid, void or unenforceable any other provisions hereof which can be given effect.

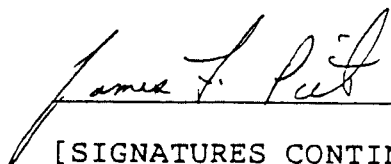
Section 4. Waiver. No provision of these By-Laws shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same.

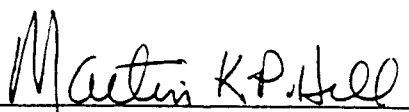
Section 5. Captions. The captions and headings contained in these By-Laws are for convenience only and are not a part of these By-Laws and are not intended in any way to limit or enlarge the terms and provisions of these By-Laws.

Section 6. Gender, Etc. Whenever in these By-Laws the context so requires, the singular number shall include the plural and the converse; and the use of any gender shall be deemed to include all genders.

IN WITNESS WHEREOF, we, being all of the Directors of the Raintree Homeowners Association, Inc., have hereunto set our hands this 12th day of December, 1990.

WITNESS:


[SIGNATURES CONTINUED]


Martin K. P. Hill

[SIGNATURES CONTINUED]

Margaret E. Hesson

J. Barry Monroe R+E

Margaret E. Hesson

James F. Piet R+E

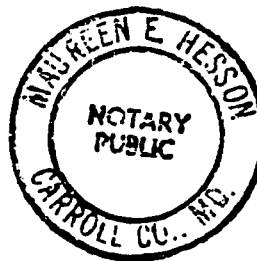
STATE OF MARYLAND
COMMONWEALTH OF PENNSYLVANIA)
CARROLL) to wit
COUNTY OF YORK)

I HEREBY CERTIFY that on this 12th day of December, 1990, before me, the subscriber, a Notary Public of the ~~Commonwealth of Pennsylvania~~, personally appeared MARTIN K. P. HILL, J. BARRY MONROE, and JAMES F. PIET, and acknowledged the foregoing By-Laws to be their Corporate act and deed.

WITNESS my hand and Notarial Seal the day and year first above written.

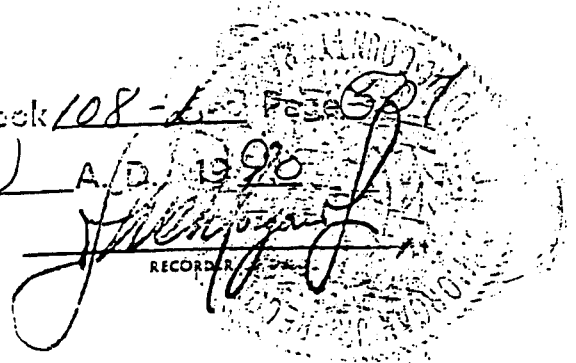
Margaret E. Hesson
NOTARY PUBLIC

My Commission Expires: 2-15-90



State of Pennsylvania,]
County of York

Recorded in Record Book 108-1-3 Page 327
the 24th day of Dec A.D. 1990



108 L 0527


CERTIFICATION

I, the undersigned, do hereby certify:

1. That I am the duly elected and acting Secretary of the Raintree Homeowners Association, Inc., and;

2. That the foregoing By-Laws constitute the original By-Laws of said Corporation, as duly adopted at a meeting of the Board of Directors thereof, held on the 12th day of December, 1990.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Corporation this 12th day of December, 1990.


Secretary

0577.95

RECORDED - PAID

DEC 24 11 24 AM '90

RECORDER OF DEEDS OFFICE
YORK COUNTY, PA.

Micronim Number 91011079

Filed with the Department of State on 12/14/1990

Entity
Number 1631445

Secretary of the Commonwealth

ARTICLES OF INCORPORATION - DOMESTIC NONPROFIT CORPORATION

DSOSB:10-5306 (Rev 89)

In compliance with the requirements of 15 Pa. C.S. § 5306 (relating to articles of incorporation), the undersigned, des to incorporate a nonprofit corporation, hereby states that:

1. The name of the corporation is: Raintree Homeowners Association, Inc.

2. The (a) address of this corporation's initial registered office in this Commonwealth or (b) commercial registered office provider and the county of venue is:

(a) 3165 Raintree Road, York, Pennsylvania 17404
Number and Street City State Zip County

(b) _____
Name of Commercial Registered Office Provider County

For a corporation represented by a commercial registered office provider, the county in (b) shall be deemed the county in which the corporation is located for venue and official publication purposes.

The corporation is incorporated under the Nonprofit Corporation Law of 1988 for the following purpose or purposes:

See Attachment "A", attached hereto and made a part hereof.

4. The corporation does not contemplate pecuniary gain or profit, incidental or otherwise.

5. (Strike out if inapplicable): The corporation is organized upon a ~~stock~~/nonstock basis.

6. (Strike out if inapplicable): The corporation shall have no members.

7. (Strike out if inapplicable): The incorporators constitute a majority of the members of the committee authorized to incorporate.

~~by the requisite vote required by the organic law of the association for the amendment of such organic law.~~

3. (Strike out if inapplicable): These Articles of Incorporation may be amended in the manner at the time prescribed by statute and all rights conferred upon members herein are granted subject to this reservation.

9. The name(s) and address(es) of each incorporator(s) is (are):

Name(s)

Address(es)

Martin K.P. Hill

4219 Hanover Pike

Manchester, Maryland 21102

10. - 24. See Attachment "A".

ATTACHMENT "A"
TO THE
ARTICLES OF INCORPORATION - DOMESTIC NONPROFIT CORPORATION
RAINTREE HOMEOWNERS ASSOCIATION, INC.

10. The specific purposes for which the Corporation is formed are: to provide for the management, maintenance, preservation, and architectural control of the Common Areas to be acquired; to promote the welfare of the Owners of the Lots; and for that purpose to:

A. Exercise all of the powers and privileges and to perform all of the duties and obligations of the Corporation as set forth in that certain Declaration of Covenants, Conditions and Restrictions (hereinafter called the "Declaration") applicable to the Property and recorded or to be recorded in the Office of the Recorder of Deeds of York County, Pennsylvania, by Woodhaven Building & Development, Inc., as the Declaration may be amended from time to time as therein provided, said Declaration and amendments being incorporated herein as if set forth at length;

B. Fix, levy, collect and enforce payment by any lawful means of all charges, dues and assessments pursuant to the terms of the Declaration; to pay all expenses incident to the conduct of the business of the Corporation, including all licenses, taxes or governmental charges levied or imposed against the property of the Corporation;

C. Acquire (by gift, purchase or otherwise), own, hold, improve, build on, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Corporation;

D. Borrow money, and with the assent of two-thirds (2/3) of each class of Members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

E. Dedicate, sell or transfer all or any part of the Common Areas, if any, to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of each class of Members, agreeing to such dedication, sale or transfer;

F. Participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and Common Areas, if any, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of each class of Members; and

G. Have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the Commonwealth of Pennsylvania by law may own or hereafter have or exercise.

11. Every person or entity who is an Owner of a fee interest in any Lot which is, or becomes subject by that certain Declaration hereinabove referred to, or any amendments thereto, to assessment by the Corporation, including contract sellers, shall be a member of the Corporation. The foregoing is not intended to include persons, institutions or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Corporation.

12. The Corporation shall have two classes of voting membership:

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

B. Class B Membership. The Class B Member(s) shall be the Declarant (as defined in the Declaration), and shall be entitled to three (3) votes for each Lot owned. The Class B Membership shall cease and be converted to Class A Membership on the happening of either of the following events, whichever occurs earlier:

(1) When the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership; or

(2) Seven (7) years from the date of recordation of the Declaration; PROVIDED, HOWEVER, that if the Declarant is delayed in the improvement and development of the Property on account of a sewer, water or building permit moratorium or any other cause or event beyond the Declarant's control, then the aforesaid seven (7) year period shall be extended by a period of time equal to the length of the delays or three (3) years, whichever is less.

13. The Corporation shall have a lien on each Lot owned in order to secure payment of any sums which shall be due or become due from the holders thereof for any reason whatsoever. Owners shall be assessable as provided in the Declaration and By-Laws.

14. In the event any Class A Member sells, assigns, or otherwise transfers of record the fee interest in any Lot in which he holds the interest required for membership, such Member shall be deemed to have contemporaneously assigned the membership appurtenant to said Lot to the transferee of the Lot and delivered it to him for transfer on the books of the Corporation. The foregoing requirement shall not obtain in the event a Lot is transferred as aforesaid merely as security for the performance of an obligation.

15. A. The Corporation shall not pay dividends or distribute any part of its income or profits to its members, directors, or officers. In the event there are any excess receipts over disbursements as a result of performing services, such excess shall be applied against future expenses. The Corporation may pay compensation in a reasonable amount to its Members, directors and officers for services rendered, upon approval of sixty-six and two-thirds percent (66-2/3%) of the entire membership. The Corporation may pay compensation to the directors constituting the original Board of Directors, upon an affirmative vote of a majority of the original Board. Upon dissolution or final liquidation, the Corporation may make distributions to its Members as are permitted by law.

B. Membership in the Corporation and the transfer thereof, as well as the number of Members, shall be upon such terms and conditions as provided in the Declaration and By-Laws. The voting rights of the Members shall be as set forth in the Declaration and By-Laws.

16. A. The affairs of the Corporation shall be managed by a Board of Directors. The number of directors shall never be less than three (3) nor more than seven (7) and in no event shall be an even number. The number of directors constituting the original Board of Directors shall be three (3) and the names and addresses of the persons who are to serve until the first annual meeting of Members and until their successors are duly chosen and qualified are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Martin K. P. Hill	4219 Hanover Pike Manchester, Maryland 21102
J. Barry Monroe	4219 Hanover Pike Manchester, Maryland 21102
James F. Piet	4219 Hanover Pike Manchester, Maryland 21102

B. The qualifications, powers, duties, and tenure of the directors and the manner by which they are to be chosen shall be as set forth in the By-Laws of the Corporation. Officers

of this Corporation shall be elected by the Directors and shall serve as provided in the By-Laws. The number of Directors may be changed by amendment of the By-Laws of the Corporation.

17. The internal affairs of the Corporation shall be regulated by duly adopted By-Laws. The initial By-Laws shall be made and adopted by the original Board of Directors of the Corporation at the organizational meeting of the Corporation.

18. A. The Corporation reserves the right to amend, alter or repeal any provision contained in these Articles in the manner now or hereafter prescribed by statute for Amendment of Articles of Incorporation, except as herein provided, but only with the assent of two-thirds (2/3) of all Members.

B. The Declarant, for the purpose of conforming to the requirements of any private or governmental lender or title insurance company, may amend these Articles of Incorporation at any time without the necessity of requesting approval from the Members or from any contract purchasers of Lots who would become Members upon transfer of the Lot to them.

19. In the event of dissolution of the Corporation, the assets of the Corporation, both real and personal, shall be dedicated to an appropriate public agency to be devoted to purposes as nearly as practicable to the same as those to which they were required to be devoted by the Corporation. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed, and assigned to any nonstock corporation, association, trust or other organization to be devoted to purposes and uses that would most nearly reflect the purposes and uses to which they were required to be devoted by the Corporation. The Corporation shall not be dissolved without the prior written consent of at least two-thirds (2/3) of all Members.

20. In the event the Corporation (1) is consolidated with another corporation, or (2) is merged into another corporation, or (3) sells, leases, exchanges or otherwise transfers all or substantially all of its property and assets, no Member of this Corporation shall be entitled to demand or receive payment of any amount for his membership of or from this Corporation or the consolidated corporation, the Corporation surviving the merger or the transferee (each of which is hereafter in this Article referred to as the "successor") provided, however, that the successor:

A. Shall be a corporation organized under and by virtue of the Nonprofit Corporation Law of 1988 of the Commonwealth of Pennsylvania; and

B. Shall be without capital stock and shall not be operated for profit; and

C. Shall be organized for the same general purposes as specified in Paragraph 10 of these Articles of Incorporation.

21. A. The Corporation shall indemnify every officer and director of the Corporation against any and all expenses, including counsel fees, reasonably incurred by or imposed upon any officer or director in connection with any action, suit or other proceeding (including settlement of any such suit or proceeding if approved by the then Directors) to which he may be made a party by reason of being or having been an officer or director at the time such expenses are incurred. The officers and directors of the Corporation shall not be liable to the Members of the Corporation for any mistake in judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith. The officers and directors of the Corporation shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Corporation and the Corporation shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director of the Corporation, or former officer or director of the Corporation, may be entitled.

B. The directors shall exercise their powers and duties in good faith and with a view to the best interests of the Corporation. No contract or other transaction between the Corporation and one or more of its directors, or between the Corporation and any other corporation, firm or association in which one or more of the directors of this Corporation are directors and officers or are pecuniarily or otherwise interested is either void or voidable because such director or directors are present at the meeting of the Board or any committee thereof which authorizes or approves the contract or transaction, or because his or their votes are counted for such purpose, if any of the conditions specified in any of the following paragraphs exist:

(1) The fact that the common directorate or interest is disclosed or known to the Board of Directors or a majority thereof or noted in the Minutes, and the Board authorizes, approves, or ratifies such contract or transaction in good faith or by a vote sufficient for the purpose; or

(2) The fact of the common directorate or interest is disclosed or known to the Members, or a majority thereof, and they approve or ratify the contract or transaction in good faith by a vote sufficient for the purpose; or

(3) The contract or transaction is commercially reasonable to the Corporation at the time it is authorized, ratified, approved or executed.

C. Common or interested directors may be counted in determining the presence of a quorum of any meeting of the Board or committee thereof which authorizes, approves or ratifies any contract or transaction, and may vote thereat to authorize any contract or transaction with like force and effect as if he were not a director or officer of such other corporation, or not so interested.

22. The Corporation shall exist perpetually.

23. For so long as there is a Class B member, any action taken under Paragraphs 10C, 10D, 10E, 10F, 18, 19, or 20, or any amendment of these Articles of Incorporation, shall be subject to prior approval by Department of Housing and Urban Development/Veterans Administration.

24. As used in these Articles of Incorporation, the terms "Common Areas," "Declarant," "Member," "Property," and "Lot" shall have the same meaning as each is defined to have in the Declaration of Covenants, Conditions and Restrictions hereinabove referred to and the word "Association" therein shall mean the same as "Corporation" herein.

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THIS INDENTURE

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Made this 10th day of August in the year one thousand nine hundred ninety-two (1992).

BETWEEN

WOODHAVEN BUILDING & DEVELOPMENT, INC., ^R a Maryland corporation
having offices in Manchester, Carroll County, Maryland,

GRANTOR

-and-

RAINTREE HOMEOWNERS ASSOCIATION, INC., ^E a Pennsylvania non-profit
corporation in Manchester Township, York County, Commonwealth of
Pennsylvania,

GRANTEE

WITNESSETH, that the said Woodhaven Building & Development, Inc.
for and in consideration of the sum of Zero Dollars and other good
consideration at and before the sealing and delivery of these
presents, has granted, bargained, sold, aliened, enfeoffed,
released and confirmed and by these presents does grant, bargain,
sell, alien and enfeoff, release and confirm unto the said
Grantee, its successors and assigns,

ALL that certain piece, parcel or tract of land, with the
improvements thereon erected, situate, lying and being in
MANCHESTER TOWNSHIP, York County, Commonwealth of Pennsylvania,
more particularly described and shown on "Final Subdivision Plans
of Raintree, Phase I, Woodhaven Building & Development, Inc.",
recorded in Plan Book KK, Page 246, dated 3/9/90 (referred to as
the "Plan'), being Lot 170 on said Plan.

IT BEING part of the premises which Grandview Estates, Inc., by
its Deed dated February 13, 1990 and recorded February 15, 1990 in
the Office of the Recorded of Deeds of York County, Commonwealth
of Pennsylvania, in Deed Book 105-K, Page 773, granted and
conveyed unto Woodhaven Building & Development, Inc., Grantor
herein.

UNDER AND SUBJECT, NEVERTHELESS, to restrictions, notes, setback
lines, easements, etc., as shown on the aforesaid Plan and further
subject to restrictions, covenants, and conditions as more fully
set forth in a Declaration and By-Laws of Raintree Homeowners
Association, Inc., recorded in Deed Book 108-L, Page 483, and Deed
Book 108-L, Page 507, respectively.

TOGETHER with all and singular the ways, waters, watercourses,
rights, liberties, privileges, hereditaments and appurtenances,
whatsoever thereunto belonging, or in anywise appertaining, and
the reversions and remainders, rents, issues and profits thereof,

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and all the estate, right, title, interest, property, claim and demand whatsoever of the Woodhaven Building & Development, Inc., in law, equity, or otherwise howsoever, of, in and to the same and every part thereof,

TO HAVE AND TO HOLD the said Lot together with the hereditaments and premises hereby granted or mentioned and intended so to be with the appurtenances, unto the said Grantee, its successors and assigns, to and for the only proper use and behoof of the said Grantee, its successors and assigns, forever.

AND the said Grantor hereby covenants and agrees that it will warrant specially the property hereby conveyed.

IN WITNESS WHEREOF, the said Grantor has caused this Indenture to be signed in its corporate name and by its President, and has caused to be affixed hereunto the common and corporate seal of the said corporation, attested by its Secretary, the day and year first above written.

ATTEST:

WOODHAVEN BUILDING & DEVELOPMENT,
INC.

Robert Lang
Secretary

By: Martin K. P. Hill (SEAL)
Martin K. P. Hill, President

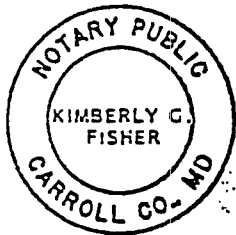
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STATE OF MARYLAND)
County OF Carroll) to wit:

I HEREBY CERTIFY that on the 10th day of August, 1992, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared MARTIN K. P. HILL, who acknowledged himself to be the President of Woodhaven Building & Development, Inc., a Maryland corporation, and that he, as the President of Woodhaven Building & Development, Inc., being authorized to do so, executed This Indenture for the purposes contained in that instrument, by signing the name of the corporation by himself as President.

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

[NOTARY SEAL]



My Comm. Exps.
April 8, 1995

Kimberly G. Fisher
Notary Public

Kimberly G. Fisher
Printed Name of Notary Public

My Commission Expires: 4/8/95

CERTIFICATE OF RESIDENCE

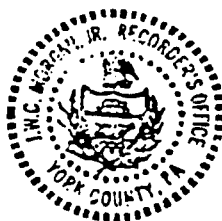
I do hereby certify that the address of the Grantee named herein is:

3165 Raintree Road
York, Pennsylvania 17404

August 10, 1992

[Signature]
Attorney for Grantee

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



[Signature]
Recorder of Deeds

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RECORDER OF DEEDS OFFICE
YORK COUNTY, PA.

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DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
RAINTREE HOMEOWNERS ASSOCIATION, INC.

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DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
RAINTREE HOMEOWNERS ASSOCIATION, INC.

THIS DECLARATION, made this 12th day of December, 1990, by WOODHAVEN BUILDING & DEVELOPMENT, INC., a Maryland corporation, hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, the Declarant is the owner of certain real property located in the Manchester Township, York County, Pennsylvania, more particularly described on Exhibit A attached hereto (hereafter the "Property"); and

WHEREAS, the Declarant desires to provide for the preservation of values and amenities in the community being developed on the aforesaid Property and for maintenance of Common Areas; and to this end desires to subject the Property, as hereinafter defined, to the covenants, conditions, easements, charges, liens and restrictions, hereinafter set forth, each and all of which is and are for the benefit of said Property and the subsequent owners thereof; and

WHEREAS, the Declarant has deemed it desirable, for the efficient preservation of the values and amenities in the said community to create an association to which are delegated and assigned the powers and duties of maintaining and administering the common areas, administering and enforcing the within covenants and restrictions and collecting and disbursing the charges and assessments hereinafter created; and

WHEREAS, the Declarant has formed (or intends to form) Raintree Homeowners Association, Inc., for the purposes of carrying out the powers and duties aforesaid.

NOW, THEREFORE, the Declarant hereby declares that the Property as hereinafter defined is and shall be held, conveyed, hypothecated or encumbered, sold, leased, used, occupied and improved subject to the covenants, restrictions, easements, charges and liens (hereinafter sometimes referred to as "covenants" or "restrictions") hereinafter set forth:

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to RRAINTREE HOMEOWNERS ASSOCIATION, INC., a Pennsylvania nonprofit corporation, its successors and assigns.

Section 2. "Board" shall mean and refer to the Board of Directors of the Association.

Section 3. "Common Areas" shall mean all real property (including the Improvements thereon) owned by the Association for the common use and enjoyment of the Owners, being Lot 170. The Common Areas to be owned by the Association at the time of conveyance of the first lot are described in "Exhibit B," attached hereto and made a part hereof.

Section 4. "Declarant" or "Developer" shall mean and refer to WOODHAVEN BUILDING & DEVELOPMENT, INC., a Maryland corporation, its successors and assigns and any other legal entity which, in conjunction with or in lieu of WOODHAVEN BUILDING & DEVELOPMENT, INC., develops Dwellings on the Property, if such successor, assign or legal entity should acquire one or more undeveloped Lots from the Declarant for the purpose of development and/or construction of a Dwelling thereon.

Section 5. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions for Raintree Homeowners Association, Inc.

Section 6. "Dwelling" shall mean and refer to any residential townhouse or single family dwelling constructed on any portion of the Property.

Section 7. "Improvement(s)" shall mean and refer to any building, fence, wall, sign, fuel tank, deck, patio, shed, mailbox, privacy screen, sidewalk, flue, chase, antenna, porch, steps, pool, hot-tub, clothes dryer, landscaping or other structure of any kind.

Section 8. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision plan of the Property, with the exception of Lot 170, (the Common Areas) and publicly dedicated rights-of-way.

Section 9. "Member" shall mean and refer to every person, group of persons or entity who holds membership in the Association, including the Declarant.

Section 10. "Mortgagee" shall mean and refer to the holder of any mortgage or trustee or beneficiary of any deed of trust on any Lot, provided such holder is an institutional lender and/or a licensed mortgage banker.

Section 11. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is part of the Properties, including contract sellers, but excluding those having such interest as security for the performance of an obligation.

Section 12. "Property" or "Properties" shall mean and refer to that certain real property described on Exhibit A attached hereto and incorporated herein, and such additions thereto as may hereafter be brought within the jurisdiction of the Association as shown on Exhibit C and such other additions as are permitted herein.

ARTICLE II
PROPERTY RIGHTS

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

(a) the right of the Association to assess annual fees for the maintenance and improvement of the Common Areas;

(b) the right of the Association to suspend the voting rights and right of use of the Common Areas by an Owner for any period during which assessment against his Lot remains unpaid; and for any period during which an Owner has violated and continues to violate the published rules and regulations of the Association;

(c) the right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of members and fifty-one percent (51%) of all mortgagees holding first mortgages or deeds of trust on Lots within the Property;

(d) the right of Declarant prior to the conveyance of the Common Areas, and of the Association to grant and reserve easements and rights-of-way through, under, and over and across the Common Areas, for installation, maintenance and inspection of lines and appurtenances for public or private water, sewer, drainage, fuel oil, communications systems (including cable television), and other utilities;

(e) the right of the Association, by and through its Board, to limit the number and charge reasonable fees for guests of members utilizing Common Areas;

(f) the right of the Association, by and through its Board, to establish uniform rules pertaining to the use of the Common Areas that may be located thereon; and

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(g) the right of the Association, by and through its Board, to regulate the use, maintenance, repair and replacement of Common Areas and amenities located thereon.

Section 2. Declaration of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Areas to persons residing on his Lot, including the members of his family, his lessees, or contract purchasers, subject to such rules which the Board may from time to time adopt; provided, however, that such delegation shall not abrogate the duty of the Owner to pay assessments as provided in Article V hereof.

Section 3. Rental of Lots. The Owner of any Lot may lease his respective property subject to the following terms and conditions:

(a) any lease between an Owner and a lessee must be in writing and shall not be for a term of less than twelve (12) months;

(b) the lease shall state that it is subject in all respects to, and that the lessee shall comply with all of the provisions of this Declaration and the Articles of Incorporation and the By-Laws of Raintree Homeowners Association, Inc., and that failure of the lessee to comply with any of the terms of the aforementioned documents shall be a default under the lease; and

(c) the lease shall in no way relieve the Owner of any duty or obligation imposed by this Declaration.

Section 4. Encroachments. In the event that any portion of any Dwelling encroaches upon the Common Areas and facilities as a result of the construction, reconstruction, repair, shifting, settlement or movement of any portion of the aforesaid Dwelling, a valid easement of such encroachment and for the maintenance of same shall exist so long as such encroachment exists.

Section 5. Utility Lines. Each Owner shall be solely responsible for the care and maintenance of sanitary sewer, water, gas, electric, telephone, storm sewer, cable television or other utility conduits or lines that exclusively service each such Owner's Dwelling. In the event such conduits or lines are in need of repair and/or replacement and any portions thereof are located in, under and/or through an abutting Lot or property of any abutting Lot Owner, the Owner so repairing and/or replacing such lines shall have the right to enter upon and is hereby granted an easement to enter in and onto the front, side, and rear ten (10) feet of the Lot of an abutting Owner to perform the repair and/or replacement. The Owner so entering shall perform such construction and/or work as promptly as possible and shall take due precautions and care not to damage the Lot and/or property of the abutting Owner and to the extent the abutting Lot and/or property is dug into, displaced and/or dismantled, the Lot and/or

property shall, immediately upon the completion of the repair and/or replacement, be put back in the same condition it was prior to such work being commenced by the Lot Owner performing the construction and/or work.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS

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

Section 2. Classes of Voting Membership. The Association shall have two (2) classes of voting membership:

(a) Class A Membership. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

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

(i) when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership, or

(ii) seven (7) years from the date of recordation of this Declaration; PROVIDED, HOWEVER, that if the Declarant is delayed in the improvement and development of the Property on account of a sewer, water or building permit moratorium or any other cause or event beyond the Declarant's control, then the aforesaid seven (7) year period shall be extended by a period of time equal to the length of the delays or three (3) years, whichever is less.

ARTICLE IV
ANNEXATION OF ADDITIONAL PROPERTY

Section 1. Property Subject to Declaration. The real property which is, and shall be held, conveyed, hypothecated or encumbered, sold, rented, used, occupied and improved subject to this Declaration is located in Manchester Township, York County, Commonwealth of Pennsylvania, and is shown on the Subdivision

Plans described in Exhibit A attached hereto. No other real property shall be subject to this Declaration until the same is annexed pursuant to the provisions of Section 2 below, it being understood that the Declarant shall have the right to freely develop any real property owned by it and not annexed pursuant to the provisions of Section 2 in any fashion and for any use not prohibited by law or governmental regulation and shall have no obligation to develop any real property not so annexed, in accordance with any other scheme of development or plan.

Section 2. Additions. The Declarant, without the assent of the Class A members, may annex to the Properties all or any portion of the additional land located in Manchester Township, York County, Commonwealth of Pennsylvania and more particularly described on "Exhibit C" attached to this Declaration; PROVIDED, HOWEVER, that in the event any portion of the Properties (including the additional land currently being annexed) has been approved for federally insured mortgage financing purposes by the Federal Housing Administration, then the prior written consent of such approving agency to the annexation shall be required. Additional property outside the boundaries of the land described on Exhibit C may be annexed only with the consent of two-thirds (2/3) of the Class A and Class B members of the Association who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days and not more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. At this meeting the presence of members or of proxies entitled to cast sixty percent (60%) of the votes of each Class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth above, except that notice shall be sent to all members not less than fifteen (15) days nor more than sixty (60) days in advance of the meeting, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Any annexations made pursuant to this Article, or otherwise, shall be made by recording an Amendment to the Declaration among the Land Records of York County, Pennsylvania, which Amendment to the Declaration shall extend the scheme of the within Covenants, Conditions and Restrictions to such annexed property. Such Amendment to the Declaration may contain such additions and modifications to the Covenants, Conditions and Restrictions set forth in the Declaration as may be necessary to reflect the different character or use, if any, of such annexed property.

ARTICLE V
COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligations of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of a Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for any purpose; such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, late charges, costs of collection, and reasonable attorney's fees, shall be a charge and lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, late charges, costs of collection and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used for the following purpose:

- (a) to pay taxes and other governmental charges and assessments on the Common Areas, if any;
- (b) to promote the health, recreation, and welfare of the residents in the Lots;
- (c) to pay all administrative, managerial, legal, insurance and any other costs or expenses incurred by the Association in the operation of the Association;
- (d) for the use, improvement, maintenance, repair, and replacement of the Common Areas;
- (e) to pay for the cost of all utilities or utility services transmitted by or through the Common Areas and not separately metered and billed to each Lot Owner;
- (f) to pay for the cutting of grass upon the Common Areas and maintenance or replacement of all plantings originally planted by the Declarant in the Common Areas, and specifically the maintenance of the recreation area and storm water management pond, its fence and gate, all of which are part of Phase I; and
- (g) to provide an adequate reserve for maintenance, repair and replacement of the Common Areas and any Improvements situate thereon.

Section 3. Maximum Annual Assessment. Until January of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Sixty Dollars (\$60.00) per Lot per year, which shall be payable monthly, quarterly, semi-annually or annually, as determined by the Board.

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

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

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Class B Membership Assessment. The Class B Member shall be required to pay twenty-five percent (25%) of the annual assessment due on the Lots it owns.

Section 5. Special Assessments. In addition to the annual assessments authorized above, the Association may levy special assessments 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 Areas, including fixtures and personal property, or for any other purpose, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of Members who are entitled to vote at a meeting called for this purpose.

Section 6. Notice and Quorum for any Action Authorized under Sections 3 and 5. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 and 5 shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, if there are not present members or proxies entitled to cast sixty percent (60%) of all the votes of each class, another meeting may be called subject to the same notice requirement, and the quorum at the subsequent meeting shall be reduced to 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.

Section 7. Uniform Rate of Assessment. Both annual and special assessments shall be fixed at a uniform rate for all Lots, except as noted in Section 4 of this Article.

Section 8. Date of Commencement of Annual Assessments:
Due Dates. The annual assessment provided for herein shall commence sixty (60) days following the sale and settlement of the first residential Dwelling constructed on a Lot. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specific Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 9. Effect of a Non-Payment 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 twenty percent (20%) per annum and late charges not exceeding Twenty Dollars (\$20.00) or one-tenth (1/10th) of the total amount of the delinquent assessment or installment, whichever is greater, provided the late charge may not be imposed more than once for the same delinquent payment and may only be imposed if the delinquency has continued for at least fifteen (15) calendar days. The Owner shall also be responsible for payment of all costs of collection and reasonable attorneys' fees incurred by the Association as a result of non-payment of the assessment amount. Subject to the provisions of Section 16 of this Article, the Association may bring an action at law against the Owner personally obligated to pay the same, or, establish and foreclose the lien against the Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his Lot.

Section 10. Acceleration. Upon default in the payment of any assessment or installment on its due date, the Association may demand payment of the remaining installments, if any, coming due within that fiscal year. A demand by the Association is not enforceable unless the Association, within ten (10) days of the Owner's failure to pay an installment, notifies the Owner that if the Owner fails to pay the installment within twenty (20) days of the notice, full payment of the remaining installments will be due and shall constitute a lien as provided in Section 11 of this Article.

Section 11. Notice of Lien. No action shall be brought to establish or foreclose an assessment lien or to proceed under the power of sale herein except in strict accordance with the applicable law.

Section 12. Foreclosure. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant, agree and authorize the Association to foreclose on any recorded lien in accordance with the procedures prescribed by the Pennsylvania Rules of Civil Procedure.

Section 13. Curing of Default. Upon the timely curing of any default for which a notice of claim of lien was filed by the Association, the officers of the Association are hereby authorized to file or record, as the case may be, an appropriate release of such notice, upon payment by the defaulting owner of a fee, to be determined by the Association, but not to exceed Fifty Dollars (\$50.00), to cover the costs of preparing and filing or recording such release.

Section 14. Cumulative Remedies. The assessment lien and the rights to foreclosure sale thereunder shall be in addition to and not in substitution for all other rights and remedies which the Association and its assigns may have hereunder and by law, including a suit to recover a money judgment for unpaid assessments, as above provided.

Section 15. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any Institutional Mortgagee or mortgage held by the Veterans Administration (VA), Secretary of Housing and Urban Development (HUD), Federal National Mortgage Association (FNMA) or Federal Home Loan Mortgage Corporation (FHLMC), providing purchase money financing in either the form of a single purchase money first mortgage or a combination purchase money first and purchase money second mortgage, such purchase money first and purchase money second mortgage combination designed to facilitate financing due to statutory lending limits which may prohibit financing of first mortgages in excess of certain dollar amounts. Sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessment as to payment which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot Owner from liability for any assessments thereafter becoming due from the lien thereof.

Section 16. Notice to Mortgagees. Upon request, the Association shall notify the holder of the first mortgage on any Lot for which any assessment levied pursuant to this Declaration becomes delinquent for a period in excess of sixty (60) days and in any other case where the Owner of such Lot is in default with respect to the performance of any other obligation hereunder for a period in excess of sixty (60) days. Such notification shall be in writing.

ARTICLE VI
ARCHITECTURAL STANDARDS

Section 1. Creation.

(a) There shall be an architectural standards committee (referred to as the "Architectural Standards Committee" or "Committee") for the Lots. The Committee shall have a minimum of three (3) members, each of whom shall, notwithstanding the expiration of the period referred to in the provisions of subsection (b) of this Section 1, serve as such until the earlier to occur of:

(i) his resignation from the Committee, or

(ii) his replacement pursuant to the following provisions of this Section by the Declarant or the Board.

(b) The Declarant shall have the exclusive right from time to time to designate and replace the members of the Committee until the later to occur of:

(i) the fifth anniversary of the date hereof,
or

(ii) the conveyance of record by the Declarant to one or more persons of the title to at least ninety percent (90%) of the Lots.

(c) Thereafter, the Board shall have the exclusive right to designate and replace the members of the Architectural Standards Committee who will serve at the pleasure of the Board.

Section 2. Approval.

(a) Subject to the operation and effect of the provisions of Article VII, and except for any Improvements by Declarant, no Improvement(s) or other structure of any kind whatsoever shall be constructed, reconstructed, placed, maintained or modified (other than: (1) exterior repainting in the same color as the existing color, upon prior written approval of the Board, and (2) interior painting or other modifications not visible from or affecting the exterior of the Dwelling), and no landscaping on a Lot shall be altered, unless such action and such Improvement has been approved expressly and in writing by the Architectural Standards Committee, which shall have the absolute right to refuse to grant such approval for any aesthetic or other reasonable cause, and to withhold such approval until plans and specifications, showing in reasonable detail the nature, kind, shape, height, materials, location and approximate cost of such Improvement, have been submitted to and approved by the Committee expressly and in writing. In considering whether to grant such approval, the Committee may consider the suitability of such

proposed Improvement with relation to such Lot and the other Lots, and may base such consideration upon such, if any, information concerning the nature, kind, shape, heights, materials, location and approximate cost of such Improvement as is furnished to the Committee, as aforesaid, all to the end that such Improvement shall be in harmony with and have no adverse affect upon its immediate surroundings and the other Lots.

(b) If any Owner submits to the Committee a written application for approval of any Improvement as aforesaid, and if the Committee has not disapproved, in writing, said application within sixty (60) days of receipt thereof, such approval shall thereupon be deemed to have been given.

(c) The affirmative vote of a majority of the Members of the Committee shall be required for it to take any action; provided, that such majority may designate one Member to act for it.

ARTICLE VII Maintenance

Section 1. Common Areas. The Association shall be responsible for the care and maintenance of the Common Areas and any improvements thereto including, specifically, the Recreation Area and Storm Water Management Pond on Lot 170 on the Plan for Phase I.

Section 2. Individual Lots.

(a) The Owner of each Lot shall otherwise be responsible for the care, maintenance, repair and replacement of his Lot, Dwelling and all Improvements situate thereon, therein and thereunder, including all privately owned sidewalks located on the premises.

(b) In the event that any Owner shall fail to maintain any Lot or the premises and the Improvements situate thereon in a manner satisfactory to the Board, the Association, after approval by a majority vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain and/or restore the Lot, the premises and any Improvements erected thereon. Such right of entry, repair, maintenance and restoration shall be exercisable only upon fifteen (15) days' written notice given to the Owner thereof, unless, in the discretion of the Board, a genuine emergency necessitates a shorter period of time. The costs of any such repairs, maintenance and/or restoration shall be added to and become part of the lien for assessment to which such Lot and Owner is subject. Enforcement of the right to recover these assessments may be had pursuant to Article V, Section 9 hereof.

ARTICLE VIII
POWERS AND DUTIES OF THE ASSOCIATION

Section 1. Powers and Duties. In addition to the powers and duties enumerated in its Articles of Incorporation and By-Laws, or elsewhere provided for herein, and without limiting the generality thereof, the Association shall:

- (a) Own, maintain, improve, construct, reconstruct (in the event of deterioration or destruction) and manage all of the Common Areas and all facilities, Improvements and landscaping thereon, and all property acquired by the Association, and to pay all the costs thereof;
- (b) Pay property taxes and other charges assessed against the Common Areas;
- (c) Have the authority to obtain, for the benefit of the Common Areas, all utility services, including without limitation, water, gas, sewer and electric service and refuse collection;
- (d) Grant easements where necessary for utilities and sewer facilities over the Common Areas to serve the Common Areas;
- (e) Maintain such policy or policies of insurance on the Common Areas as the Board of Directors of the Association deems necessary or desirable in furthering the purposes of and protecting the interest of the Association and its Members;
- (f) Have the authority to employ a manager or other persons and to contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Association, provided that any contract with a person or firm appointed shall not exceed one (1) year in term unless approved by a majority of the Members of the Association, with the exception of an insurance contract that may be for a period not to exceed three (3) years;
- (g) Enforce applicable provisions of this Declaration and the By-Laws of the Association and establish and enforce uniform rules pertaining to the use of the Common Areas;
- (h) Have the authority to contract for fire, casualty, liability and other insurance on behalf of the Association; and
- (i) Have the authority, in the sole discretion of the Board, to designate and assign specific parking spaces for use by the Owners of specific Lots.

Section 2. Maintenance of Records. The Association shall maintain adequate books and records and a mortgagee shall have the right to examine the books and records of the Association during regular business hours and upon reasonable notice.

ARTICLE IX
PROHIBITED USES AND NUISANCES

Section 1. Itemization. Except for the activities of the Declarant during original development, construction and marketing period:

(a) No noxious or offensive trade or activity shall be carried on upon any part of the Property, nor shall anything be done therein or thereon which may be or become an annoyance or nuisance to the neighborhood or Owners of Lots;

(b) The maintenance, keeping, boarding, and/or raising of animals, livestock or poultry of any kind, regardless of number, shall be and is hereby prohibited on any Lot or part of the Property, except that this shall not prohibit the keeping of not more than two (2) dogs or cats, provided they are not kept, bred or maintained for commercial purposes;

(c) No burning of any trash and no accumulation or storage of litter, new or used building materials or trash of any kinds shall be permitted on any lot.

(d) Except as herein elsewhere provided, no junk vehicle, commercial vehicles, vehicle which does not display current registration, trailer, truck, camper, camp truck, house trailer, recreational vehicle, boat or the like shall be kept upon any lot except as determined by the Board (except for bona fide emergencies), nor shall the repair or extraordinary maintenance of automobiles or other vehicles be carried out thereon. The Association may, in the discretion of the Board, provide and maintain suitable areas designated for the parking of such vehicles or the like;

(e) Trash and garbage containers shall be kept in a clean and sanitary condition and shall not be permitted to remain in public view except on days of trash collection. Such containers shall be kept in the rear of any Lot, or in an area designated by the Board;

(f) In order to facilitate the free movement of passing vehicles, no automobiles belonging to residents shall be parked on any streets, except during bona fide temporary emergencies, or unless otherwise authorized by the Board;

(g) No structurally sound or healthy trees shall be removed from any Lot without written approval of the Association acting through its Board or duly appointed committee;

(h) No structure of a temporary character, trailer, tent, shack, barn or other outbuilding shall be maintained or used on any Lot or Common Area at any time unless approved, in writing, by the Board of Directors and the Architectural Committee. Temporary playhouses or the like may be so maintained provided their primary purpose is the maintenance and/or promotion of juvenile recreation subject to application to and approval by the Board of Directors of the Association or by the Architectural Committee, as the case may be;

(i) No signs of any character shall be erected, posted, or displayed upon, in or about any Lot; PROVIDED, HOWEVER, that one temporary real estate sign not exceeding six (6) square feet in area, may be erected upon any Lot placed upon the market for sale or rent;

(j) No structure, planting or material other than sidewalks shall be placed or permitted to remain upon any Lot which may damage or interfere with any easement for the installation or maintenance of utilities, or which may change, obstruct or retard direction or flow of any drainage channels;

(k) No part of the Common Area shall be used for commercial activities of any character. This subsection shall not apply to the use of homes by the Declarant for display, promotional or sale purposes;

(l) Decks, porches, patios, and platforms shall be maintained in a neat, safe, and orderly manner;

(m) The owner of each Lot shall have the right to store firewood on the deck or patio provided that such wood is kept in a covered wood storage box stained to match the deck;

(n) The rear deck or patio of a home on a Lot may be equipped with an awning for protection from the elements, which awning may also have side panels for privacy. All awnings must be approved by the Architectural Committee as herein provided;

(o) Between 11:00 p.m. and 9:00 a.m., there shall be no loud or unusual noises; and musical instruments, radios, televisions, record players, phonographs, hi-fi sets and amplifiers shall be used in such manner as not to disturb the other homeowners; and

(p) There shall be no violation of any rules for the use of the Common Areas which may from time to time be adopted by the Board and promulgated among the membership by them in writing, and the Board is hereby authorized to adopt such rules and to impose sanctions, including fines, for violation thereof.

Section 2. Rights of the Association to Remove or Correct a Violation of the Article. The Association may, in the interest of the general welfare of all the Owners of the Lots and after reasonable notice to the Owner, enter upon any Lot at reasonable hours on any day for the purpose of removing or correcting any violation or breach or any attempted violation of any of the covenants and restrictions contained in this Article, or for the purpose of abating anything herein defined as a prohibited use or nuisance; PROVIDED, HOWEVER, that no such action shall be taken without a resolution of the Board or by the Architectural Standards Committee.

Section 3. Declarant's Exemption. During the period of development, construction and marketing, the Declarant shall be exempt from the provisions of this Article.

ARTICLE X
EASEMENTS

Section 1. Property Subject to Easements. The easements created pursuant to these Articles shall inure to the benefit of all Owners of Lots within the Property, pursuant to Article II hereof.

Section 2. Easements. In addition to the easements reserved on the Plans described in Exhibit A which are for the benefit of the Declarant, its successors and assigns, and mortgagees;

(a) Declarant for itself, its successors and assigns, hereby declares that every Owner shall have a perpetual easement in, upon, through and over the streets and roads shown on the above-referenced Plans, for ingress, egress, and regress to all Lots and Common Areas, and for use of all sidewalks, walkways, and roadways upon the Property.

(b) Declarant reserves unto itself, its successors and assigns, an easement in, upon, through and over the land comprising the Common Areas for the purpose of installation, maintenance, repair and replacement of all sewer, water, power, telephone and other communication systems, pipes, lines, mains, conduits, poles, transformers and any and all other equipment or machinery necessary or incidental to the proper functioning of any utility system serving the Property.

Section 3. Utility Easements. The Property is subject to easements for utilities shown on the Final Subdivision Phase of Raintree, Phase I, referenced previously. Said easements include rights of way for gas lines, overhead power lines and other drainage and utility lines.

ARTICLE XI
GENERAL PROVISIONS

Section 1. Enforcement. The Association, by and through its Board, 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. In the event the Association institutes legal action to compel enforcement, it shall be entitled to recover all court costs and reasonable attorney's fees incurred from the violating Owner. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded. Notwithstanding the foregoing, this Declaration shall not be amended without the written consent of seventy-five percent (75%) of the First mortgagees and seventy-five percent (75%) of the Owners to permit the Association or the Owners to:

(a) By act or omission, seek to abandon or terminate the Association or the provisions of this Declaration relating to architectural standards, exterior maintenance and Common Areas maintenance;

(b) Change the method of determining the obligations or assessments which may be levied against an Owner;

(c) By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Areas, provided, however, that the grant of easements for public utilities or for other public purposes shall not be deemed a transfer within the meaning of this clause;

(d) Use hazard insurance proceeds for losses to the Common Areas for other than the repair, replacement or reconstruction of Improvements on Common Areas except as provided by statute; or

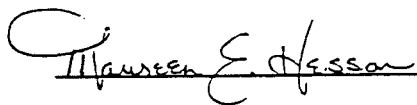
(e) Fail to maintain fire and extended coverage insurance on the Common Areas on a current replacement cost basis in an amount less than one hundred percent (100%) of insurable value based on present replacement cost.

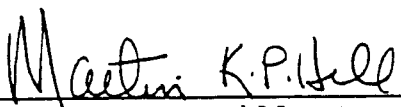
Section 4. FHA/VA Approval. Annexation of additional properties, dedication of Common Areas, and amendment of this Declaration, requires HUD/VA prior approval as long as there is a Class B membership. Anything set forth in Section 3 of this Article to the contrary notwithstanding, the Declarant shall have the absolute unilateral right, power and authority to modify, revise, amend or change any of the terms or provisions of this Declaration, as from time to time amended or supplemented. This unilateral right, power and authority of the Declarant may be exercised only if either the Veterans Administration or the Federal Housing Administration or any successor agencies thereto or other federal, state or local government agencies shall require such action as a condition precedent to the approval by such agency, of the Properties or any part thereof or any Lots thereon, for federally approved mortgage financing purposes under applicable Veterans Administration (VA), Federal Housing Administration (FHA) or similar programs. If the VA or any successor agencies or the FHA approve the Properties or any parts thereof or any Lots thereon for federally approved mortgage financing purposes, thereafter any amendments to the Declaration made during any period of time when there are Class B Members, shall also require the prior consent of the agency giving such approval.

IN WITNESS WHEREOF the undersigned, being the Declarant herein, has caused these presents to be executed in its corporate name, the day and year first above written.

WITNESS:

WOODHAVEN BUILDING & DEVELOPMENT,
INC.


Maureen E. Hession

By:  (SEAL)
Martin K. P. Hill, President

STATE OF MARYLAND

CARROLL

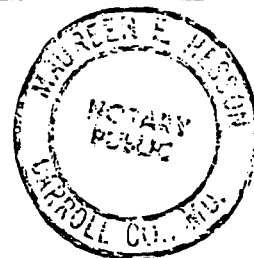
~~COMMONWEALTH OF PENNSYLVANIA~~, COUNTY OF ~~YORK~~, to wit:

I HEREBY CERTIFY that this 12th day of December, 1990, before me, the subscriber, a Notary Public of the ~~Commonwealth of Pennsylvania~~, personally appeared Martin K. P. Hill, and he acknowledged himself to be the President of Woodhaven Building & Development, Inc., a Maryland corporation, and that he as such President, being authorized so to do, acknowledges the foregoing Declaration of Covenants, Conditions and Restrictions as the corporate act and deed, by signing the name of the corporation by himself as such President.

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

Maureen S. Hesson
NOTARY PUBLIC

My Commission Expires: 2-15-94



State of Pennsylvania, **1**
County of York

Recorded in Record Book 108-L Page 743
the 24th day of Dec A.D. 1990

[Signature]
RECORDED

DECLARATION FOR RAINTREE

EXHIBIT A

DESCRIPTION OF PROPERTY

All those certain lots located in Manchester Township, York County, Commonwealth of Pennsylvania, and more particularly described and shown on the "Final Subdivision Plans of Raintree, Phase I, Woodhaven Building & Development, Inc." recorded in Plan Book KK, Page 246 dated 7-9-90 (referred to as the "Plan") - including Lots 1 through 85; 181 through 186; and 215 through 220, for a total of 97 lots.

DECLARATION FOR RAINTREE

EXHIBIT B

DESCRIPTION OF PROPERTY

All that certain lot located in Manchester Township, York County, Commonwealth of Pennsylvania and more particularly described and shown on "Final Subdivision Plans of Raintree, Phase I, Woodhaven Building & Development, Inc." recorded in Plan Book KK, Page 246, dated 7-9-90 (referred to as the "Plan"), being Lot 170 on said Plan.

DECLARATION FOR RAIN TREE

EXHIBIT C

ADDITIONAL PROPERTIES

All those lots and parcels of land which are part of the land acquired by Woodhaven Building & Development, Inc. by deed dated 2-15-90 and recorded among the records of York County, Commonwealth of Pennsylvania in Book 105K, Page 773.

SAVINGS AND EXCEPTING:

1. The land described in Exhibits A and B
2. The beds of all streets to be dedicated to public authorities in Phase I of Raintree.

0577.94

RECORDED -- PAID

DEC 24 11 24 A 90

RECORDER OF DEEDS OFFICE
YORK COUNTY, PA.

FIRST AMENDMENT
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
RAINTREE HOMEOWNERS ASSOCIATION, INC.
MANCHESTER TOWNSHIP, YORK, PENNSYLVANIA

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS for Raintree Homeowners Association, Inc. (herein called this "Amendment"), made this 1st day of September, 1993, by Woodhaven Building and Development, Inc., a Maryland corporation (hereinafter referred to as the "Declarant").

W I T N E S S E T H :

WHEREAS, the Declarant is the Owner of certain property in the Manchester Township, York County, Commonwealth of Pennsylvania, and

WHEREAS, the Declarant has previously executed a Declaration of Covenants, Conditions and Restrictions which was recorded in the Recorder of Deeds Office in York County, Commonwealth of Pennsylvania in Record Book 108L, Page 483 et seq. (the "Declaration"); and

WHEREAS, as contemplated in accordance with provisions of the Declaration with respect to annexation of additional land, the Declarant now desires to subject the land and property described in Exhibit 1 hereof to the Declaration and to membership in Raintree Homeowners Association, Inc. (the "Association").

NOW, THEREFORE, for the purposes aforesaid, the Declarant does hereby state and declare as follows:

1. Submission of Additional Property to the Declaration and the Association. The Declarant desires to and does hereby submit to the covenants, conditions and restrictions established under the Declaration aforesaid all that land located in the Manchester Township, York County, Commonwealth of Pennsylvania, as described in Exhibit 1 attached hereto and made a part hereof.

SUBJECT, HOWEVER, TO and entitled to the benefit of all statements and conditions set forth in the Plans recorded among the Records of York County, Commonwealth of Pennsylvania in Plan Book MM, Page 350, (the "Subdivision Plans").

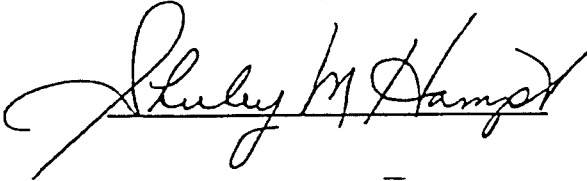
2. Property Subject to the Declaration. As provided in the Declaration, upon the recording of this Amendment, the land described in Exhibit 1 is subject to the covenants, conditions and restrictions contained in the aforesaid Declaration, including the lien for assessments created thereunder. After recordation of this Amendment, the Association shall contain 173 lots.

3. Definitions. All terms used herein shall have the meanings specified in the Declaration.

IN WITNESS, the Declarant has caused this Amendment to the Declaration to be executed on its behalf, on the date and year first above written.

WITNESS:

WOODHAVEN BUILDING AND DEVELOPMENT,
INC.



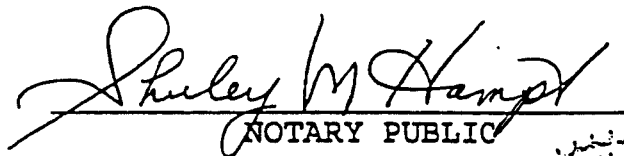
By:  (SEAL)
Martin K.P. Hill, President

STATE OF MARYLAND, COUNTY OF Carroll, TO WIT:

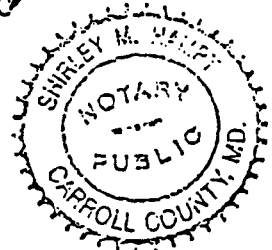
I HEREBY CERTIFY, That on this 1st day of September, 1993, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared Martin K.P. Hill, the President of Woodhaven Building and Development, Inc., who made oath in due form of law that he is authorized to execute this Amendment to the Declaration of Covenants, Conditions and Restrictions of Raintree Homeowners Association, Inc. on behalf of said corporation and acknowledged this document to be the free act and deed of said corporation.

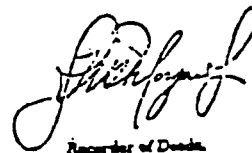
WITNESS my hand and Notarial Seal the day and year aforesaid.

My Commission Expires: 1/1/99


NOTARY PUBLIC

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




Recorder of Deeds

054527

SEP 9 8 44 AM '93
RECORDS & DEEDS OFFICE
YORK COUNTY, PA.

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SECOND AMENDMENT
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
RAINTREE HOMEOWNERS ASSOCIATION, INC. *R*
MANCHESTER TOWNSHIP, YORK, PENNSYLVANIA

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS for Raintree Homeowners Association, Inc. (herein called this "Amendment"), made this 18th day of August, 1999, by Woodhaven Building and Development, Inc., a Maryland corporation (hereinafter referred to as the "Declarant").

W I T N E S S E T H :

WHEREAS, the Declarant is the Owner of certain property in the Manchester Township, York County, Commonwealth of Pennsylvania, and

WHEREAS, the Declarant has previously executed a Declaration of Covenants, Conditions and Restrictions which was recorded in the Recorder of Deeds Office in York County, Commonwealth of Pennsylvania in Record Book 108L, Page 483 et seq. (the "Declaration"); and

WHEREAS, as contemplated in accordance with provisions of the Declaration with respect to annexation of additional land, the Declarant now desires to subject the land and property described in Exhibit 1 hereof to the Declaration and to membership in Raintree Homeowners Association, Inc. (the "Association").

NOW, THEREFORE, for the purposes aforesaid, the Declarant does hereby state and declare as follows:

1. Submission of Additional Property to the Declaration and the Association. The Declarant desires to and does hereby submit to the covenants, conditions and restrictions established under the Declaration aforesaid all that land located in the Manchester Township, York County, Commonwealth of Pennsylvania, as described in Exhibit 1 attached hereto and made a part hereof. 3 p
/m

SUBJECT, HOWEVER, TO and entitled to the benefit of all statements and conditions set forth in the Plans recorded among the Records of York County, Commonwealth of Pennsylvania in Plan Book KK, Page 246; Book MM, Page 350; and Book PR, Page 326 (the "Subdivision Plans").

2. Property Subject to the Declaration. As provided in the Declaration, upon the recording of this Amendment, the land described in Exhibit 1 is subject to the covenants, conditions and restrictions contained in the aforesaid Declaration, including the

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1375 0136

lien for assessments created thereunder. After recordation of this Amendment, the Association shall contain 283 lots.

3. Definitions. All terms used herein shall have the meanings specified in the Declaration.

IN WITNESS, the Declarant has caused this Amendment to the Declaration to be executed on its behalf, on the date and year first above written.

WITNESS:

WOODHAVEN BUILDING AND DEVELOPMENT,
INC.

By: Martin K.P. Hill (SEAL)
Martin K.P. Hill, President

STATE OF MARYLAND, COUNTY OF Carroll, TO WIT:

I HEREBY CERTIFY, That on this 18th day of August, 1999, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared Martin K.P. Hill, the President of Woodhaven Building and Development, Inc., who made oath in due form of law that he is authorized to execute this Amendment to the Declaration of Covenants, Conditions and Restrictions of Raintree Homeowners Association, Inc. on behalf of said corporation and acknowledged this document to be the free act and deed of said corporation.

WITNESS my hand and Notarial Seal the day and year aforesaid.

My Commission Expires: 11/5/01

Joyce L. Moore
NOTARY PUBLIC



Joyce L. Moore, Notary Public
Carroll County
State of Maryland
My Commission Expires Nov. 5, 2001

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



[Signature]
Recorder of Deeds

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1380 8354

CONFIRMATORY
SECOND AMENDMENT

TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR

RAINTREE HOMEOWNERS ASSOCIATION, INC.

MANCHESTER TOWNSHIP, YORK, PENNSYLVANIA

THIS CONFIRMATORY SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS for Raintree Homeowners Association, Inc. (herein called this "Confirmatory Amendment"), made this 21st day of October, 1999, by Woodhaven Building and Development, Inc. a Maryland corporation (hereinafter referred to as the "Declarant").

W I T N E S S E T H :

WHEREAS, the Declarant is the Owner of certain property in the Manchester Township, York County, Commonwealth of Pennsylvania, and

WHEREAS, the Declarant has previously executed a Declaration of Covenants, Conditions and Restrictions which was recorded in the Recorder of Deeds Office in York County, Commonwealth of Pennsylvania in Record Book 108L, Page 483 et seq. (the "Declaration"); and

WHEREAS, as contemplated in accordance with provisions of the Declaration with respect to annexation of additional land, the Declarant recorded a Second Amendment to the Declaration which was dated 8-18-99 and recorded as aforesaid in Record Book 1275 Page 6125 (the "Second Amendment"); and

WHEREAS, the Exhibit attached to the Second Amendment bore the incorrect recording reference for the Subdivision Plan.

NOW, THEREFORE, for the purposes aforesaid, the Declarant does hereby state and declare as follows:

1. The recording reference on Exhibit 1 attached to the Second Amendment is corrected to read "Plan Book PP..." and the Exhibit 1 attached hereto is substituted for the Exhibit with the incorrect recording reference.

2. All other parts of the Second Amendment are hereby ratified and CONFIRMED.

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1380 8356

CONFIRMATORY
SECOND AMENDMENT
TO THE
DECLARATION FOR RAINTREE HOMEOWNERS ASSOCIATION, INC.

EXHIBIT 1
DESCRIPTION OF PROPERTY

All those certain lots located in Manchester Township, York County, Commonwealth of Pennsylvania, and more particularly described and shown on the "Phase III - Final Subdivision Plan of Raintree, Woodhaven Building & Development, Inc." recorded in Plan Book PP, Page 326 dated 2/24/98 (referred to as the "Plan") - including Lot Numbers 86 through 105, 111 through 169, 172 through 180 and 187 through 208, for a total of 110 lots.

RECORDER OF DEEDS
YORK COUNTY
PENNSYLVANIA

INSTRUMENT NUMBER
1999075816
RECORDED ON
Oct 22, 1999
10:33:45 AM

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

RECORDING FEES \$13.00
STATE WRIT TAX \$0.50
COUNTY ARCHIVES FEE \$1.00
RCD ARCHIVES FEE \$1.00
TOTAL \$15.50



[Signature]
Recorder of Deeds

MAIL TO:

Michael H. Mannes, Esquire
Michael H. Mannes, P.A.
1 East Franklin Street - 4th Floor
Baltimore, Maryland 21202-2239

UNDER and SUBJECT, NEVERTHELESS, to the following easements:

1. Right-of-way for a pipeline and telegraph line granted July 29, 1890, by William Neiman to Theodore M. Towl, recorded in Deed Book 8-W, page 449.
2. Right-of-way for a line of towers for transmission of electric current granted April 23, 1923, by Charles H. Jacoby to York Haven Water and Power Co., recorded in Deed Book 22-L, page 82.
3. Right-of-way for a pipeline, etc., granted March 19, 1930, by Charles H. Jacoby and Mary Y. Jacoby, his wife, to Southern Pipe Line Company, recorded in Deed Book 24-R, page 670.
4. Right-of-way for an electric line granted June 15, 1938, by Charles H. Jacoby to Edison Light & Power Company, recorded in Deed Book 27-K, page 88.
5. Right-of-way for a pipeline, etc., granted January 9, 1943, by Mary Y. Jacoby to Defense Plant Corporation, recorded in Deed Book 29-T, page 37.

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THIRD AMENDMENT
TO THE
DECLARATION FOR RAINTREE HOMEOWNERS ASSOCIATION, INC.

EXHIBIT 1

DESCRIPTION OF PROPERTY

All those certain lots located in Manchester Township, York County, Commonwealth of Pennsylvania, and more particularly described and shown on the "Phase IV - Final Subdivision Plan of Raintree, Woodhaven Building & Development, Inc." recorded in Plan Book SS, Page 271 dated 8-29-03 (referred to as the "Plan") - including Lot Numbers 231 through 238, 276 through 297 excluding Lot 285, and 307 through 329, for a total of 52 lots.

MAIL TO:

Michael H. Mannes, Esquire
Michael H. Mannes, P.A.
108 Water Street, Suite 200
Baltimore, Maryland 21202-1001

develop\raintree\amend1
07/25/931st Amend/Rest
54527

FIRST AMENDMENT
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
RAINTREE HOMEOWNERS ASSOCIATION, INC. *P*
MANCHESTER TOWNSHIP, YORK, PENNSYLVANIA

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS for Raintree Homeowners Association, Inc. (herein called this "Amendment"), made this 1st day of September, 1993, by Woodhaven Building and Development, Inc., a Maryland corporation (hereinafter referred to as the "Declarant").

W I T N E S S E T H :

WHEREAS, the Declarant is the Owner of certain property in the Manchester Township, York County, Commonwealth of Pennsylvania, and

WHEREAS, the Declarant has previously executed a Declaration of Covenants, Conditions and Restrictions which was recorded in the Recorder of Deeds Office in York County, Commonwealth of Pennsylvania in Record Book 108L, Page 483 et seq. (the "Declaration"); and

WHEREAS, as contemplated in accordance with provisions of the Declaration with respect to annexation of additional land, the Declarant now desires to subject the land and property described in Exhibit 1 hereof to the Declaration and to membership in Raintree Homeowners Association, Inc. (the "Association").

NOW, THEREFORE, for the purposes aforesaid, the Declarant does hereby state and declare as follows:

1. Submission of Additional Property to the Declaration and the Association. The Declarant desires to and does hereby submit to the covenants, conditions and restrictions established under the Declaration aforesaid all that land located in the Manchester Township, York County, Commonwealth of Pennsylvania, as described in Exhibit 1 attached hereto and made a part hereof.

SUBJECT, HOWEVER, TO and entitled to the benefit of all statements and conditions set forth in the Plans recorded among the Records of York County, Commonwealth of Pennsylvania in Plan Book MM, Page 350, (the "Subdivision Plans").

2. Property Subject to the Declaration. As provided in the Declaration, upon the recording of this Amendment, the land described in Exhibit 1 is subject to the covenants, conditions and restrictions contained in the aforesaid Declaration, including the lien for assessments created thereunder. After recordation of this Amendment, the Association shall contain 173 lots.

3. **Definitions.** All terms used herein shall have the meanings specified in the Declaration.

IN WITNESS, the Declarant has caused this Amendment to the Declaration to be executed on its behalf, on the date and year first above written.

WITNESS:

WOODHAVEN BUILDING AND DEVELOPMENT, INC.

By: Martin K.P. Hill (SEAL)
Martin K.P. Hill, President

STATE OF MARYLAND, COUNTY OF Carroll, TO WIT:

I HEREBY CERTIFY, That on this 1st day of September, 1993, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared Martin K.P. Hill, the President of Woodhaven Building and Development, Inc., who made oath in due form of law that he is authorized to execute this Amendment to the Declaration of Covenants, Conditions and Restrictions of Raintree Homeowners Association, Inc. on behalf of said corporation and acknowledged this document to be the free act and deed of said corporation.

WITNESS my hand and Notarial Seal the day and year aforesaid.

My Commission Expires: 1/1/99

Shuley M. Hampt
NOTARY PUBLIC

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



Frederick J. [Signature]
Recorder of Deeds

054527

SEP 9 8 44 AM '93
RECORDED
YORK COUNTY, PA.

BOOK PAGE
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FIRST AMENDMENT
TO THE
DECLARATION FOR RAINTREE HOMEOWNERS ASSOCIATION, INC.

EXHIBIT A

DESCRIPTION OF PROPERTY

All those certain lots located in Manchester Township, York County, Commonwealth of Pennsylvania, and more particularly described and shown on the "Phase II - Final Subdivision Plan of Raintree, Woodhaven Building & Development, Inc." recorded in Plan Book MM, Page 350 dated 7/15/93 (referred to as the "Plan") - including Lots 106-110, 209-214, 221-230, 238-275, 298-306, and 330-337, for a total of 76 lots.

PREPARED BY:

Michael H. Mannes, Esquire
Hooper, Kiefer & Cornell
343 North Charles Street
Baltimore, Maryland 21201

MAIL TO:

MASONRY CONTRACTORS, INC.
4219 Hanover Pike
Manchester, MD 21102
ATTN: Jim Piet