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6220

MANCHESTER MEADOWS  
DECLARATION

COPY

THIS DECLARATION is made this 11<sup>TH</sup> day of July, 2000, by GREYSTONE II, LLC, a limited liability company existing under the laws of the Commonwealth of Pennsylvania, with its principal office at 3925 Columbia Avenue, Mountville, Pennsylvania, 17554, ("Declarant").

WHEREAS, Declarant is the owner of the Subdivision known as MANCHESTER MEADOWS, situated in the Township of Manchester, County of York and Commonwealth of Pennsylvania, as is more particularly described on the Subdivision Plan prepared by RGS Associates, Inc., dated MARCH 3, 2000, recorded in the Office of the Recorder of Deeds in and for York County, Pennsylvania, on JUNE 30, 2000 in Plot Plan Book 22, Page 802, ("Plan").

NOW, THEREFORE, Declarant declares that all of the single family residential building lots described on the Plan, and being identified and numbered as Lots No. 1 through 62, and the real estate described in Exhibit A, being the real estate described on the Plan, are subject to this Declaration, which is established for the purpose of enhancing and protecting the value, desirability and attractiveness of the Community. The provisions of this Declaration are covenants running with the land for the benefit of all lots in the Community and their respective owners.

1. **DEFINITIONS:** The following terms as used in this Declaration are defined as follows:

a. "Association" means the Manchester Meadows Homeowners Association, a Pennsylvania nonprofit corporation.

b. "Common elements" are Lots 63, 64, and 65 and the Manchester Meadows sign(s) at the entrance(s) to the Community. There are no limited common elements.

c. "Common expenses" are expenditures made by, or financial liabilities of, the Association, together with any allocations to reserves.

d. "Community" is the real property subject to this Declaration, which is a Planned Community under the Pennsylvania Uniform Planned Community Act ("Act"). The Community complies with and is eligible for the limited applicability of the Act in accordance with Section 5102(a)(2) of the Act.

e. "Declarant" means Greystone II, LLC and any successor expressly designated by Greystone II, LLC in a document recorded in the York County, Pennsylvania Recorder of Deeds office. Declarant may assign its rights hereunder.

- f. "Declaration" means this Declaration and any amendments to it.
- g. "Improvements" mean all buildings, dwellings, roads, driveways, parking areas, fences, retaining walls and other walls, hedges, poles, swimming pools, and any other structures of any type or kind.
- h. "Lot" means any lot numbered as shown on the Plan.
- i. "Owner" means any person, including Declarant, who holds fee title or equitable title to a Lot or any undivided interest in fee or equitable title.
- j. "Single-family-Dwelling" means a private residential dwelling for one or more persons, each related to the other by blood, marriage or legal adoption, or a group of not more than three persons not so related, together with his or her domestic servants, maintaining a common household in such dwelling.
- k. "Vehicles/Mobile Equipment" means all vehicles, campers, boats, trailers, machinery, farm implements, trucks, cars, motorcycles, snowmobiles, wagons, motor-homes and any other type of mobile conveyances, equipment or implements and accessories.

## 2. ASSOCIATION.

a. Appointment of Executive Board. The Declarant (or the Declarant's designated representative) may initially appoint and remove the officers and members of the Executive Board. No later than sixty days after conveyance of twenty-five percent of the lots to someone other than Declarant, at least one member and not less than twenty-five percent of the members of the Executive Board shall be elected by Owners other than the Declarant. No later than sixty days after conveyance of fifty percent of the lots to someone other than the Declarant, at least one-third of the members of the Executive Board shall be elected by Owners other than the Declarant. All of the members of the Executive Board shall be elected by the Owners upon the earlier of (1) five years after the conveyance of the first lot to someone other than the Declarant, or (2) sixty days after conveyance of seventy-five percent of the lots in the Community to someone other than the Declarant.

b. Insurance. The Association shall comply with the requirement under the Act to maintain insurance coverage, and may obtain additional coverages.

c. Maintenance responsibilities. The Association is responsible for the maintenance, repair, and replacement of the Common Elements. Each Owner is responsible for maintenance, repair, and replacement of the Owner's Lot and Improvements. The Association is responsible to maintain the permanent storm water management facilities servicing the Community, whether located in the Community or on adjacent property, as shown on the Plan. The Association shall enter into an agreement with Manchester

Township providing for maintenance of all such permanent stormwater management facilities and allowing inspection by the Township of all such facilities deemed critical to the public welfare at any reasonable time. Owners shall afford the Declarant, the Association, and other Owners (and their agents and employees) access through the lots reasonably necessary for these purposes, in accordance with the Act.

d. Conveyance of Common Elements. The Common Elements shall be and hereby are conveyed to the Association. This conveyance may be ratified by such additional instruments as the Declarant deems appropriate, if any.

e. Assessments for Common Expenses. Until the Association makes a Common Expense assessment, the Declarant shall pay all the expenses of the Association. After an assessment is made by the Association, assessments shall be made at least annually, based on a budget adopted at least annually by the Association.

### 3. GENERAL APPLICATION - LOTS.

a. Accessory Outbuildings. Accessory outbuildings are prohibited.

b. Driveways. All lots with completed dwellings shall have a paved driveway with paved driveway parking area for two cars. The driveway must be paved within six months following completion of dwelling.

c. Swimming-Pools. No above-ground swimming pools of any type shall be erected or maintained upon any Lot. In-ground swimming pools reasonable in size and appearance will be permitted upon obtaining the approval of the Association.

d. Fences and Gates. Decorative, picket or split rail type wooden fences will be permitted. Fences may enclose only that portion of the lot which extend from the rear of the dwelling unit to the rear property line of the lot. Fences around swimming pools must be of wood and approved by the Association for style and material. Chain link fences of any sort shall not be erected on any Lot.

e. Completion of Construction. Every Improvement, once begun, shall be completed within six months. Improvements on which construction has been interrupted for ninety days, and Improvements partially or totally destroyed and not rebuilt within six months, shall be deemed a nuisance. Declarant or the Association may remove any such nuisance or repair or complete the same, at the Owner's expense. Any Improvement having masonry exposed to front or side elevations shall be covered with stucco, brick or stone. All Improvements must be constructed in compliance with the recorded Plan and Township requirements.

f. Prohibition Against Mobile Homes and Used Buildings. No mobile homes,

doublewides or used buildings shall be placed on any lot. Modular homes shall be allowed with Declarant's approval of style and materials and must meet the requirements of section 4.b.

g. Maintenance of Lots and Easements thereon. Each Lot, whether occupied or unoccupied, and all Improvements, shall at all times be maintained in a good and clean condition. Grass shall be mowed, rubbish and debris removed, and weeds controlled. If any Lot or Improvement is not so maintained, Declarant or the Association may maintain, restore, or repair the Lot or Improvement, and the cost of that maintenance, restoration, or repair shall be charged to the Owner of the Lot or Improvement. Neither Declarant or the Association nor any of its agents, employees, or contractors shall be liable for any damage which may result from maintenance, restoration, or repair work performed hereunder.

h. Nuisances. No noxious or offensive activities or nuisances shall be conducted or maintained in or on any Lot or Improvement.

i. Signs. No persons, except Declarant or Declarant's representatives, shall erect upon any Lot or Improvement any sign or advertisement, except standard signs advertising the sale of the Lot or Improvement.

j. Satellite Dishes or Antennae. Proposed installations must be approved in writing in advance by the Association.

k. Animals. No animals, livestock, or poultry shall be kept on any Lot, except domestic house pets which must be kept and housed indoors and may only be permitted outside of the residence while under the immediate personal care and supervision of the pet owner. Pets may not be allowed outside unattended, and may not be used for commercial breeding.

l. Vehicle/Mobile-Equipment Parking and Storage. No Lot, nor any part thereof, shall be used for the outside storage of abandoned, unlicensed, and unregistered motor vehicles, or any trucks, commercial vehicles and equipment for vehicles, or motorized recreational equipment such as boats, snowmobiles and cycles, including trailers customarily used for transporting the same, motor homes or camping trailers.

m. Garbage and Refuse Disposal. No Owner shall accumulate, bury, burn or permit the burning out-of-doors of garbage, trash or other refuse.

n. Concealment of Fuel Storage Tanks and Trash Receptacles. Every fuel storage tank on any Lot shall be either buried below ground or screened to the satisfaction of the Association. Every receptacle for rubbish shall be so placed and kept as not to be visible from any street or other Lot.

o. Restrictions on Temporary Structures. No travel trailers shall be occupied or erected on any Lot, nor shall any camping be permitted on any Lot. No mobile home shall be placed or erected on any Lot.

p. Building-Materials/Equipment - Outside Storage. No Lot, nor any part thereof, shall be used for outside storage of building materials and equipment, excepting, however, temporary storage as required for alterations, construction or maintenance on such Lot.

q. Ditches and Swales. Each Owner shall keep drainage ditches and swales located on his Lot free and unobstructed and in good repair and shall provide for the installation of such culverts upon his Lot as may be reasonably required by the Declarant, the Association or state or local governmental authorities.

r. Resubdivision. No Lot shall be subdivided.

s. Screening. Decorative screening shall be used to screen swimming pool equipment, solar heating equipment, and any other potentially unattractive equipment or materials exposed to public view.

t. Landscaping. Landscaping should be tasteful. Lawns shall be kept clean and mowed on a regular basis. Any areas not planted in grass shall be kept in a manner conforming to the applicable township ordinance.

u. Utilities shall be underground.

v. Any outside clothes drying shall be to the rear of the residence in a discrete manner.

#### 4. LAND USE - LOTS.

a. Residential Purposes Only. All lots in the Community shall be used exclusively for residential purposes, and no commercial use whatsoever shall be made of the Lots or of the Improvements. No Improvements of any kind whatsoever, other than a private single family dwelling and garage, shall be constructed, placed, or permitted to remain or be used on any Lot.

b. Minimum Area. The floor area of any single-story home constructed shall have no less than 2,200 square feet of living area, defined as the portion of the residence which has finished walls, ceilings and floors, and which is insulated, heated and/or air conditioned, plus a minimum of a two car garage. The minimum floor area for any two-story home shall have no less than 2,400 square feet of living area. Also, no dwelling shall have a building cost less than \$150,000.00 exclusive of lot cost.

## 5. ENVIRONMENTAL CONTROL.

a. Declarant's Power to Approve Plans. No Improvements may be constructed on any Lot without the prior written approval of the Declarant. This shall apply not only to the principal residence, but also to all other Improvements, including fences and gates, placed or constructed upon the Lot. Such approval shall be granted only upon written application in the manner and form prescribed by Declarant accompanied by two sets of plans and specifications for such Improvements. The applications shall show the location of all Improvements existing upon said Lot, the location of the Improvements proposed to be constructed, the color and composition of all exterior materials to be used, any proposed landscaping, exterior elevations, and any other information which the Declarant may require.

b. Declarant's Power of Disapproval. Declarant may disapprove any application:

- (1) Which does not comply with this Declaration; or
- (2) Because of reasonable dissatisfaction with grading plans, location of the proposed Improvement on a Lot, finished ground elevation, landscaping, color scheme, finish, design, proportions, architecture, shape, height, or style of the proposed Improvements, the materials used, or the kind, pitch, or type of roof; or
- (3) If, in the reasonable judgment of the Declarant, the proposed Improvement will be inharmonious with the Community, or the Improvements erected on other Lots.

c. Declarant's Power to Grant Variances. Declarant may allow reasonable variances from the provisions of this Declaration if literal application thereof results in unnecessary hardships, if such variance is in conformity with the general intent of this Declaration, and if the granting of such variance will not be materially detrimental or injurious to the Owners of other Lots, provided that Declarant shall not permit any mobile, double-wide or used homes or recreation vehicles to be placed or erected as a dwelling on any Lot. No such variance may violate the Act.

d. Duties of Declarant. Declarant shall act within thirty days after all required information shall have been submitted. Declarant shall retain one copy of the submitted material and return the other copy. All notices to the applicant shall be in writing. Any disapproval by Declarant of plans and specifications shall not be a waiver by Declarant of its right to object to any of the features or elements contained in any subsequent plans or specifications submitted for approval. Declarant may inspect work being performed to assure compliance with this Declaration. Failure of Declarant to act upon an application within sixty days shall constitute approval of the application.

e. Liabilities of Declarant. Neither Declarant, nor any person acting on behalf of it, shall be responsible in any way for any defects in plans or specifications or other materials submitted to Declarant, nor any defects in any work done.

f. Ordinance Alterations. Declarant shall have the right to enter any Lot or Improvement for the specific purpose of any alteration required by municipal ordinance.

6. **REMEDIES.** Declarant or any Lot Owner shall have the right to enforce, by any proceeding at law or in equity, all covenants and restrictions imposed by this Declaration. Failure of the Declarant or any Lot Owner to enforce any covenant or restriction herein shall in no event be deemed a waiver of the right to do so thereafter.

7. **GRANTEE'S ACCEPTANCE SUBJECT TO DECLARATION.** Each grantee or purchaser of a Lot, by acceptance of a Deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Declarant or a subsequent Owner of such Lot, shall accept such Deed or contract upon and subject to all provisions of this Declaration and subject to the jurisdiction, rights, powers, privileges and immunities of Declarant, and shall agree to pay the charges levied against this Lot by the Declarant. By such acceptance, such grantee or purchaser shall for himself, his heirs, personal representatives, successors and assigns, covenant, consent and agree to and with Declarant and the grantee or purchaser of each other Lot to keep, observe, comply with and perform the covenants, conditions and restrictions contained in this Declaration.

8. **SEVERABILITY.** Every provision of this Declaration is independent of and severable from every other provision of this Declaration. If any provision shall be held to be invalid or unenforceable, or not to run with the land, that holding shall be without effect upon the validity, enforceability, or running of any other provision of this Declaration.

9. **CAPTIONS.** All captions in this Declaration are for convenience only and do not in any way limit or amplify the provisions hereof.

10. **TERM.** These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty years from the date these covenants are recorded. The covenants shall be automatically extended for successive periods of ten years, unless an instrument signed by eighty percent of the then Owners of the Lots agreeing to terminate these covenants.

11. **AMENDMENT.** The Declarant may amend this Declaration, provided that the amendment shall not violate any applicable provision of the Act. The written approval of two-thirds of the Owners shall be required for any amendment after seventy-five percent of the Lots have been conveyed to Owners other than the Declarant. After the Declarant has conveyed all Lots to Owners other than the Declarant, this Declaration may be amended by the Association upon written approval of eighty percent of the Owners.

IN WITNESS WHEREOF, Declarant has executed this Declaration on the day and year above.

WITNESS:

GREYSTONE II, LLC

*Sandra L. Kellers*

By: *Eric T. Barley*  
PRESIDENT

COMMONWEALTH OF PENNSYLVANIA )  
COUNTY OF LANCASTER )

SS:

ON THIS, the 11<sup>TH</sup> day of July, 2000, before me the subscriber, personally appeared *ERIC T. BARLEY*, who acknowledged himself to be the President of Greystone II, LLC, a corporation, and that being authorized to do so as such corporate officer, executed the foregoing instrument for the purposes therein contained on behalf of the corporation.

WITNESS my hand and seal the day and year aforesaid.

*Susan V. Abel*  
Notary Public

Notarial Seal  
Susan V. Abel, Notary Public  
West Hempfield Twp., Lancaster County  
My Commission Expires Feb. 26, 2004  
Member, Pennsylvania Association of Notaries





## JOINDER OF MORTGAGEE IN DECLARATION

FULTON BANK (the "Mortgagee"), the mortgagee named in the certain mortgage given by the Declarant, dated MAY 1, 2000, recorded in Mortgage Book 1397, Page 4536, and securing indebtedness in the original principal amount of \$2,406,500 (the "Mortgage"), joins in execution, delivery, and recording of this Declaration for the express and limited purposes of consenting to the Declaration and confirming that the Declaration shall not in any respect be terminated, divested, discharged, impaired, or otherwise affected as a result of any Sheriff's sale or any other action or proceeding to foreclose the Mortgage or otherwise enforce payment of the debt thereby secured. Mortgagee further agrees that the Mortgage shall hereafter be a separate lien on each of the individual lots located on the property. Upon the recording of a duly executed release of the lot from Mortgage, such lot, together with any common interest, shall thereafter be held free and clear of the Mortgage. In executing this joinder Mortgagee declares that its interests in the real estate which are subject to this Declaration are held solely as a mortgagee and as security for an obligation. Mortgagee shall not be deemed a Declarant within the meaning of the Act by virtue of this joinder.

FULTON BANK *P*

Attest: Leslie P. Temple  
~~Secretary~~ *Asst. Cashier*

By: Carolyn L. French  
*VICE PRES.*

(Corporate Seal)

COMMONWEALTH OF PENNSYLVANIA )

) SS:

COUNTY OF LANCASTER )

ON THIS, the 10<sup>th</sup> day of August, 2000, before me the subscriber, personally appeared Carolyn L. French, who acknowledged himself or herself to be the Vice President of Fulton Bank, a corporation, and that being authorized to do so as such corporate officer, executed the foregoing instrument for the purposes therein contained on behalf of the corporation.

WITNESS my hand and seal the day and year aforesaid.

NOTARIAL SEAL  
 JOYCE E. SHELLY, Notary Public  
 Lancaster, Lancaster Co. PA  
 My Commission Expires June 3, 2002

J. Shelly  
 Notary Public

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# JOINDER OF MORTGAGEE IN DECLARATION

R. FRANKLIN JONES and EARLINE L. JONES (the "Mortgagee"), the mortgagee named in the certain mortgage given by the Declarant, dated FEBRUARY 15, 2000, recorded in Mortgage Book 1390, Page 6745, and securing indebtedness in the original principal amount of \$ 373,152.00 (the "Mortgage"), joins in execution, delivery, and recording of this Declaration for the express and limited purposes of consenting to the Declaration and confirming that the Declaration shall not in any respect be terminated, divested, discharged, impaired, or otherwise affected as a result of any Sheriff's sale or any other action or proceeding to foreclose the Mortgage or otherwise enforce payment of the debt thereby secured. Mortgagee further agrees that the Mortgage shall hereafter be a separate lien on each of the individual lots located on the property. Upon the recording of a duly executed release of the lot from Mortgage, such lot, together with any common interest, shall thereafter be held free and clear of the Mortgage. In executing this joinder Mortgagee declares that their interests in the real estate which are subject to this Declaration are held solely as a mortgagee and as security for an obligation. Mortgagee shall not be deemed a Declarant within the meaning of the Act by virtue of this joinder.

Attest: R. L. Smith

R. Franklin Jones (SEAL)  
R. Franklin Jones

Attest: R. L. Smith

Earline L. Jones (SEAL)  
Earline L. Jones

COMMONWEALTH OF PENNSYLVANIA )  
COUNTY OF LANCASTER ) SS:

ON THIS, the 23rd day of August, 2000, before me, a Notary Public, the undersigned officer, personally appeared R. Franklin Jones and Earline L. Jones, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within Joinder of Mortgagee in Declaration and acknowledged that they executed the same for the purposes therein contained.

WITNESS my hand and notarial seal.

Tyrone K. Waltemyer  
Notary Public

Notarial Seal  
Tyrone K. Waltemyer, Notary Public  
Spring Garden Twp., York County  
My Commission Expires Sept. 8, 2003  
Member, Pennsylvania Association of Notaries

BEGINNING at a point located at the center of SR #238, Church Road, said point being at Lot No. 2 of the hereinabove mentioned plot plan and property now or formerly of Providence Presbyterian Church; thence along Church Road, SR #238, South 51 degrees 13 minutes 36 seconds, West 1252.34 feet to a point in the center of Church Road, SR #238, at lands now or formerly of R. Franklin Jones and Earline L. Jones; thence along said lands now or formerly of R. Franklin Jones and Earline L. Jones and across a dedicated 20 foot wide storm water easement, and a 20 foot wide emergency access easement with grasspave and a proposed sanitary sewer easement, North 38 degrees 46 minutes 24 seconds West, 1304.62 feet to a point at lands now or formerly of Charles D. Sunday, thence along said lands now or formerly of Charles D. Sunday, North 42 degrees 34 minutes 8 seconds East, 1102.10 feet to a set pin in a wood fence post at lands now or formerly of Meda P. Eichelberger; thence along said lands now or formerly of Meda P. Eichelberger South 58 degrees, 18 minutes 21 seconds East, 384.43 feet to a set pin in a wood fence at Lot No. 3 of the hereinabove mentioned plot plan; thence South along Lot No. 3 and Lot No. 2 of the hereinabove mentioned plot plan, South 40 degrees 32 minutes 40 seconds East, 1,108.75 feet through a set pin at the dedicated right-of-way to a point and the place of BEGINNING.

CONTAINING 38.9470 acres.

RECORDER OF DEEDS  
YORK COUNTY  
PENNSYLVANIA

INSTRUMENT NUMBER  
2000056606

RECORDED ON  
Oct 04, 2000  
3:20:36 PM

RECORDING FEES	\$27.50
STATE WRIT TAX	\$0.50
COUNTY ARCHIVES FEE	\$1.00
AD ARCHIVES FEE	\$1.00
TOTAL	\$30.00

I Certify This Document To be  
Recorded in York County, Pa.



*[Signature]*  
Recorder of Deeds

EXHIBIT A