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DAUPHIN COUNTY
PENNA

BLUE MEADOW FARM

DECLARATION OF COVENANTS,
EASEMENTS, RESTRICTIONS, EQUITABLE SERVITUDES
CHARGES AND LIENS

THIS DECLARATION OF COVENANTS, EASEMENTS, RESTRICTIONS, EQUITABLE SERVITUDES, CHARGES AND LIENS made this 2nd day of February, 1988, by ALEX A. DiSANTO and DONA DiSANTO, his wife, (herein referred to collectively as the "Declarant")

W I T N E S S E T H :

WHEREAS, Declarant is the owner of certain real property more particularly described by metes and bounds description attached hereto as Exhibit A; and

WHEREAS, Declarant desires to create thereon a residential neighborhood to be named Blue Meadow Farm, with permanent Common Areas for the use, enjoyment and recreation of the residents of Blue Meadow Farm; and

WHEREAS, Declarant desires to insure the attractiveness of the homes within Blue Meadow Farm, to prevent nuisances, to preserve, protect and enhance the values and amenities of said Blue Meadow Farm, and to provide for the maintenance of the Common Areas therein; and, to accomplish these purposes, desires to subject the real property described in Exhibit A attached

hereto, each and all of which is and are for the benefit of said property and each Owner thereof; and

WHEREAS, Declarant has deemed it desirable, for the efficient preservation, protection and enhancement of the values and amenities in Blue Meadow Farm, to create an organization to which should be delegated and assigned the powers of owning, maintaining and administering the Common Areas and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Declarant will incorporate a non-profit corporation for the purpose of exercising the powers and functions aforesaid within Blue Meadow Farm upon recording of an accepted Declaration of Covenants and Easements.

NOW, THEREFORE, Declarant declares that all of the Lots and the Property herein described and such additional property as may be added hereto by supplement to this Declaration as hereinafter provided is held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the provisions of this Declaration, all of which are declared and agreed to be in furtherance of a plan for the development, improvement and conveyance of the Property and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness thereof. The provisions of this Declaration are intended: to create mutual equitable servitudes upon each of the Lots in favor of all such Lots, with

each Owner covenanting and agreeing with each other Owner and with Declarant, and for their mutual benefit, that the Owners, their heirs, administrators, successors and assigns will faithfully keep, observe and perform the covenants and conditions hereof for the benefit of each other Owner; to grant each Owner the right to enforce, in law or in equity, the performance hereof by each other Owner; and to operate as covenants running with the land for the benefit of the Property and each Lot subject to this Declaration and the Owners thereof, present and future.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Blue Meadow Farm, its successors and assigns.

Section 2. "Blue Meadow Farms" means the residential community to be developed and constructed on the Property by Declarant, in phases, by subdivision of Lots and Common Areas, by acquisition and construction of residential dwellings thereon and other improvements, including roads, utility facilities and such other improvements deemed necessary or desirable by Declarant.

Section 3. "Board" means the Board of Directors of the Association elected pursuant to provisions hereof and the By-laws.

Section 4. "By-laws" means the By-laws of the Association.

Section 5. "Common Area" means that portion of the Property designated on a Final Plan as Common Area, as a Street, excluding

those streets dedicated to the Township, as herein defined or as a right-of-way, open space, pedestrian path, and any improvements thereon and any other property, real, personal or mixed, acquired by the Association.

Section 6. "Declarant" shall mean and refer to Alex A. DiSanto and Dona DiSanto and their heirs and assigns and successors and such of their assigns as shall acquire more than one undeveloped Lot (or any portion of Blue Meadow Farm, which has not been subdivided into Lots) from the Declarant for the purpose of development, provided, however, that an assignee of a Declarant shall be deemed a Declarant only with respect to that portion of Blue Meadow Farm, conveyed to such assignee by a deed of conveyance which specifically grants to the assignee the rights of a Declarant and sets forth the number of Class B votes, as hereinafter set forth, which said assignee may be entitled to exercise.

Section 7. "Declaration" means this Declaration of Covenants, Easements, Restrictions, Equitable Servitudes, Charges and Liens, dated February 2, 1988, as amended or supplemented from time to time, which term sometimes is referred to in this document by use of such words as "hereto", "hereby", "herein", "hereof" and "hereunder", or other descriptive words or phrases having similar import.

Section 8. "Final Plan" means the final subdivision plans for Blue Meadow Farm, dated, revised

, and recorded in the Office for the Recording of Deeds, in and for Dauphin County, at Plan Book , Volume , Page , and any subdivision or development plan for the Property, as adopted by Declarant and, if applicable, as submitted to and approved by the authorities of

, Dauphin County, and recorded in Dauphin County, and any supplements or amendments thereto.

Section 9. "Lot" shall mean and refer to any plot of land shown as a lot upon any recorded subdivision plot of Blue Meadow Farm, but shall not include the Common Area.

Section 10. "Maintenance" means collectively and separately all maintenance, repair work, restoration work, reconstruction work, improvements, replacement, painting, landscaping, paving, cleaning, trash collection and any other general maintenance upkeep required to maintain the Common Area, and portions of Town House Lots, as herein provided, in a good, sanitary condition and repair.

Section 11. "Owner" means any person or person who hold legal title pursuant to any deed, or document of transfer or conveyance, in which case the seller under such document, shall cease to be an "Owner" with respect to such Lot, and all other persons holding or owning a Lot by virtue of a deed, other instrument, devise, or any other means. This term shall not include, where applicable, the Declarant. In the event that one or more persons shall so hold or own a Lot, this term shall mean

all such persons collectively and the obligations of an Owner hereunder shall be the joint and several obligations of all such persons.

Section 12. "Streets" means any and all of the real property designated on a Final Plan as a private street, roadway, parking area, pedestrian path, walkway, or any right-of-way for road, access or drainage purposes and any improvements thereto, which have not been dedicated to any public authorities, but not including the street designated on the Final Plan as , which has been dedicated to public authorities.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Existing Property. The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration is more particularly described by metes and bounds description attached hereto as Exhibit A.

ARTICLE III

PROPERTY RIGHTS

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

(a) the right of the Association to suspend the voting rights and the right to use Common Area or any facility thereon by an owner for any period during which any assessment against

his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules;

(b) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency or authority for such purposes and subject to such conditions as may be agreed upon by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer is recorded. The effect of such declaration or transfer shall be to terminate the provisions of, and rights and obligations of all parties bound by this Declaration with respect to such dedicated or transferred area;

(c) the right of the Association, in accordance with its Articles and By-laws, to borrow money for the purpose of improving the Common Areas and in aid thereof, to mortgage said properties and the rights of such Mortgagee in said properties shall be subordinate to the rights of the Owners hereunder;

(d) the right of the Association to take such steps as are reasonably necessary to protect the above-described properties against foreclosure;

(e) the right of the Association to charge reasonable admission and other fees for the use of the Common Areas;

(f) the right of the Declarant, and of the Association, to grant and reserve easements and rights-of-way through, under, over and across the Common Areas, with or without

limitation as to the location thereof within the Common Areas, for purposes of installing, maintaining, repairing, replacing and inspecting all lines and appurtenances for public or private water, sewer, drainage, utilities, with the right of the Grantees of such easements to have full access over and across all portions of the Common Areas consistent with the full exercise and enjoyment of such easements and rights-of-way.

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

Section 3. Easement of Ingress, Egress and Regress. Each Owner of a Lot, the members of his family, his tenants and all contract purchasers who reside on a Lot and their respective guests and invitees shall have a right and easement of ingress, egress and regress over and across those portions of the Common Areas as shall be from time to time improved by roadways, streets or pathways, subject to the right of the Association to specify that such right and easement over certain of such areas shall be limited to pedestrian traffic or non-commercial motor vehicle traffic, as the case may be. Such easement and right, subject as aforesaid, shall be appurtenant to and shall pass with the title to every Lot.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS

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

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

Class A. Class A members shall be all Owners and shall be entitled to one vote for each Lot owned. When more than one person is the Owner of 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 Class A membership vote be cast with respect to any Lot. The Class A members shall not include the Declarant unless and until his Class B membership shall cease and be converted to Class A membership as hereinafter provided.

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

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

(b) ten years after sale of first lot, or

(c) at any time deemed appropriate by Declarant.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned by it upon which a completed private dwelling is erected and for which a certificate of occupancy has been issued within Blue Meadow Farm, hereby covenants, and each subsequent Owner or any Lot (other than an Owner deemed a Declarant for such Lot) whether or not it shall be so expressed in the deed to such Lot, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot (including all improvements thereon) against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment became effective. 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 exclusively to promote the recreation, health, safety and welfare of the residents of Blue Meadow Farm, for the restoration, improvement, maintenance and insurance of the Common Areas and all services and facilities relating to the use and enjoyment thereof.

Section 3. Initiation Fee. There shall be an initiation fee charged to each property owner for each property in the amount of \$100.00 to be paid upon conveyance of title. All initiation fees shall be held in escrow until the majority of the home owners have control of the Association, which fees shall be retained for improvements. Any expenditures from the initiation fees held in escrow shall be made only upon approval of 51% of the homeowners, without the necessity of receiving approval from Declarant.

Section 4. Annual Assessments for Common Expenses. The Association shall levy and collect, in each Fiscal Year, an annual assessment upon each Lot liable therefor to provide revenues to pay all Common Expenses, including inter alia, the following:

(a) Maintenance of the Common Area, Common Area walkways, if any, and maintenance of recreation areas, if any.

(b) Maintenance of the Town House lots and yards, and other unimproved areas of Town House lots, including repair, replacement, reconstruction, snow removal, and cleaning of streets, roadways, pathways, and parking areas.

(c) Trash collection, refuse and garbage removal, snow removal, landscaping, vermin extermination, or other similar services, if any, provided to any part of the Town House lots or Common Area only.

(d) Maintenance, repair, and replacement of the posts and rail fencing and the plantings bordering a contiguous property owned by George T. and Patricia J. Zahorian as shown on Final Subdivision Plan recorded in conjunction herewith, which posts and rail fencing and plantings shall be installed prior to the occupancy of any dwellings within clusters H and I, also shown on the Final Subdivision Plan.

(e) The Association shall be responsible for dredging the existing pond on the Zahorian property, which is within the drainage easement imposed on said property, at the request of Zahorian during the first three (3) years following the construction of Clusters H and I if said pond is of inadequate depth to contain the storm water drainage resulting from Blue Meadow Farms.

(f) The drainage system shall release water to the Zahorian pond in such a manner so as not to cause a significant effect upon the level of the water in the Zahorian pond.

(g) A representative of the Homeowner's Association may enter upon the land of Zahorian, upon 48 hours advance notice and in the presence of an adult representative of Zahorian, for the purpose of taking photographs of the pond at a location to be agreed upon with Zahorian, with a copy of all photographs taken to be given to Zahorian. This right shall terminate upon the termination of the obligation to dredge the Zahorian pond.

(h) Comprehensive liability insurance coverage, insuring to the extent available, the Owners, the Declarant and the Association against any liability to the public or to Owners, their tenants or invitees, relating in any way to the ownership and/or use of the Common Area and/or any part thereof; limits of liability shall be at least Five Hundred Thousand (\$500,000.00) Dollars per occurrence. The scope and amount of coverage of all liability insurance policies shall be reviewed at least once each year by the Board and may be increased in its discretion.

(i) Such workmen's compensation insurance and other such insurance as applicable laws may require or as the Board may deem advisable.

(j) Management fees and salaries or such expenses as the Association may deem necessary or desirable for the operation and Maintenance of the Common Area.

(k) Legal, accounting, engineering or other professional fees and administrative costs necessary and proper for any one or more of: operation and Maintenance of the Common

Area, conduct of the affairs of the Association, or enforcement of the Declaration, or any rules and regulations.

(l) A fidelity bond or bonds as the Association may deem necessary.

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

(n) Mechanic's and materialmen's liens arising as a result of Maintenance of the Common Area or part of it.

(o) Real estate, sale and use and all other taxes or other governmental charges due or paid with respect to use, ownership or occupancy of the Common Area, provided, however, that real estate taxes on the Common Area shall be paid only to the extent that such taxes are assessed against the Association as the Owner of record of the Common Area. Any portion of the Common Area included within the tax assessment of a particular Lot by the appropriate taxing authorities shall be the responsibility of the Owner of such Lot and shall in no event be a responsibility of the Association.

(p) Amounts necessary to recover any deficits from operations of the Association in prior years; and

(q) Adequate reserves, as determined by the Board for:
(i) repair, replacement or depreciation of the Common Area, or any portion thereof; (ii) uncollectible accounts and (iii) any other contingency for which a reserve account reasonably may be established pursuant to sound accounting practices.

Section 5. Maximum Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner the monthly assessment shall be: Fifteen Dollars (\$15.00) per month to owners of single family homes and Twenty-Five (\$25.00) Dollars per month for owners of townhouses.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the assessment may be increased by the Board each year not more than 10% above the maximum assessment for the previous year 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 assessment may be increased above 10% by a vote of two-thirds (2/3) or of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Association, through its Board of Directors, may fix the assessment at an amount not in excess of the maximum.

Section 6. Special Assessments for Capital Improvements.
In addition to the assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable

to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 7. Supplemental Annual Assessments. If the cash requirement estimated at the beginning of any Fiscal Year (commencing on or after the calendar year 1989) shall prove to be insufficient to cover the actual Common Expenses for such Fiscal Year for any reason including (by way of illustration and not limitation) any Owner's nonpayment of his assessment, the Board may, at any time it deems necessary and proper, levy a supplemental annual assessment against each Lot except that in the event such supplemental annual assessment is required because of the failure of one or more Owners to promptly pay an annual assessment, the supplemental annual assessment against other Lots may be determined based upon the anticipated failure of such defaulting Owner or Owners to pay its or their share of such supplemental annual assessment.

Section 8. Billing Annual Assessments. Annual assessments are due and payable on the first day of each Fiscal Year. Annual assessments may be billed in monthly, quarterly or any other

periodic installments as may be determined by the Board. Each Owner shall pay any assessment bill levied hereunder within thirty (30) days.

Section 9. Failure of Board to Fix Annual Assessment. If an annual assessment for Common Expenses for any Fiscal Year is not fixed before the expiration of the previous Fiscal Year, the Owners shall continue to pay the same sums they were paying in the Fiscal Year just ended as if such sums were the new annual assessment, and such failure to fix a new annual assessment shall not constitute a waiver, modification or release of any Owner's obligation. If the Association shall change the annual assessment at a later date, an increase in the total assessment amount as a result of such new assessment shall be treated as if it were a supplemental assessment hereunder and be retroactive to the beginning of the Fiscal Year.

Section 10. Fiscal Year. The Fiscal Year of the Association shall be the calendar year unless otherwise determined by the Board.

Section 11. Other Special Assessments. The Board shall have the authority to fix, determine, assess and collect special assessments for the following purposes:

(a) Any expenditure which the Association shall be required to make for the Maintenance of all or any part of the Common Area because of any injury thereto or misuse thereof by one or more Owners or their tenants, guests, invitees or

licensees or resulting from theft or in damage to any portion of the Common Area shall be assessed as a special assessment against the Lot owned by the Owner or Owners responsible for such injury, loss or misuse, or whose tenants, guests, invitees or licensees caused such injury, loss or misuse.

(b) If the Association shall have made any expenditures on behalf of any Owner or Owners for any reason deemed necessary by the Board, the Board shall levy such expenditures as a special assessment upon the Lot owned by the Owner so benefited or who is responsible for the expenses. Such special assessments shall be levied promptly, and the debt arising from such special assessment shall be treated and due in the same manner as the assessment.

Section 12. Association Purchase of Lots. To protect its right to collect unpaid assessments which are a charge against a Lot as provided herein, the Association may, in its own name or in the name of a designee, purchase such Lot at a Sheriff's Sale or other sale, public or private. If the Association does so purchase the Lot, the Association shall thereafter have the power to sell, convey, mortgage or lease such Lot to any persons whatsoever upon any terms and conditions which it deems proper. Payment of such purchase price and the expenses or purchase by the Association shall be a Common Expense, and income from any such resale, conveyance, mortgage or lease shall be placed in the Common Expense Fund for the benefit or loss of the Owners so that

their assessments may be reduced or increased by reason of such transaction. The defaulting Owner shall be responsible for any loss and liable personally for the payment thereof. The provisions hereof shall not be construed to require the Association to purchase any Lot at a Sheriff's Sale nor shall they be construed to prevent Declarant in its capacity as developer from purchasing the same.

Section 13. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of the time and location of any meeting called for the purpose of taking any action authorized under Sections 3 or 4 shall be sent to all members not less than 10 days nor more than 60 days in advance of the meeting. At any such meeting called, the presence of members or of proxies entitled to cast thirty-three and one-third per cent (33-1/3%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and there shall be no quorum requirement. No such subsequent meeting shall be held more than 60 days following the preceding meeting. The above notice and quorum requirements shall supersede and be in lieu of any notice or quorum requirements at any time hereafter adopted by the Association in its By-laws, Articles or any resolution, and may be modified only by an amendment to this Declaration. Notice and quorum requirements for all other meetings of the Association called for

purposes not in any way including the taking of any action authorized under Section 3 or 4 hereof shall be governed by the Articles and By-Laws of the Association.

Section 14. Uniform Rate of Assessment. Both monthly and special assessments must be fixed at a uniform rate for all Town House Lots and for all single family lots and may be collected on a monthly basis.

Section 15. Date of Commencement of Assessments: Due Dates. Subject to the provisions of Article V, Section 1, the monthly assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first monthly assessment to which a Lot shall be subject shall be adjusted according to the number of months remaining in the calendar year, including the month in which said Lot became subject to the obligation to pay assessments. The Board of Directors shall fix the amount of the monthly assessment against each Lot at least thirty (30) days in advance of each assessment period. Written notice of the assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. 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 specified Lot have been paid.

Section 16. Date of Commencement of Special Assessments. Any special assessment under Section 4 of Article V shall be applicable only to those Lots subject to the obligation for

monthly assessments on the first day of the year in which such special assessment is levied and the Owner of any Lot to which a special assessment is inapplicable shall not be counted as a "member" for purposes of the Notice and Quorum requirements of Article V, Section 5 with respect only to the approval of the special assessment. The due date of any special assessment under Section 4 hereof shall be fixed in the resolution authorized such assessment.

Section 17. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen per cent (18%) per annum to be compounded daily. The Association may bring an action at law against the Owner personally obligated to pay the assessment, or foreclose the lien against the property. In addition, owner shall likewise be responsible for payment of reasonable attorneys fees and costs if the assessment and interest is more than sixty (60) days in default. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot, or any other reason.

Section 18. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the Blue Meadow Farm, or any part thereof subject to the assessment. Sale or transfer of any Lot will not affect the

assessment lien, provided, however, that the sale or transfer of any Lot pursuant to mortgage foreclosure or any other proceeding in lieu of foreclosure shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE VI

ARCHITECTURAL CONTROL: PROTECTIVE COVENANTS

Section 1. Architectural Control. Excepting any original construction by the Declarant, no building, fence, wall or other structure shall be commenced, erected or maintained upon the Lots in Blue Meadow Farm, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. Any proposed change by any Owner other than Declarant in the existing color or finish of any exterior surface of any building on a Lot shall also be submitted to and approved by the Board as above provided. In the event said Board, or its designated committee, fails to approve or disapprove such change, design and location

within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

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

(a) no tank for storage of ten (10) gallons or more of gas or liquids may be maintained on any Lot;

(b) no animals, livestock or poultry of any kind shall be raised, bred or kept in any dwelling or on any Lot, except that dogs, cats or other domesticated household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose and provided that not more than two pets in the aggregate may be kept on any Lot. Each owner shall be responsible for the control of his or her domesticated household pets and shall be responsible for cleaning up after his or her pet. In the event of failure of owner to properly clean up after his or her pet, the Association may take whatever action is necessary to clean up after the pet of owner and may surcharge owner for the reasonable costs thereof;

(c) no garbage, refuse, rubbish or cutting shall be deposited on any Lot, street, sidewalk or parking area. Containers provided by the Lot Owners shall not be placed on any street, sidewalk, parking area of Common Area except when

necessary for collection and shall regularly be kept in a location on the Lot which is unobtrusive to view from any other portion of land in Blue Meadow Farm, as provided by the rules of the Association.

(d) no commercial or other non-passenger vehicle of any type and no unlicensed or non-operational motor vehicles of any type shall be permitted to remain overnight on any property of a Lot Owner within Blue Meadow Farm, other than as may be used by the Developer in conjunction with building operations.

(e) no boats of any type shall be permitted on the property of a Lot Owner.

(f) no outside radio or television antennas shall be erected on the property of a dwelling unit within Blue Meadow Farm.

(g) no drying or airing of any clothing or bedding shall be permitted outdoors within the area of the property of a Lot Owner within Blue Meadow Farm, and clothes hanging devices such as lines, reels, poles, frames, etc., shall not be erected.

(h) no noxious, unsightly or offensive activity, including vehicle repairs, shall be conducted on the property of a Lot Owner or on the streets, nor shall anything be permitted to be done thereon which may be or may become an annoyance or nuisance to the residents of Blue Meadow Farm.

(i) gardening will be permitted only in areas specifically provided for by the Declarants, subject to the approval of the Board of Directors.

(j) no sign of any kind shall be displayed to the public view on any Lot or improvement thereon except a one-family name sign of not more than 144 square inches, or one temporary sign of not more than 2 square feet, advertising the property for sale or rent. No such sign shall be illuminated.

(k) no commercial or recreational vehicle or boat will be permitted in any area except areas specifically designated within the common area for said vehicles or boats.

Section 3. Fitness or Health Facility. Declarant has considered permitting the erection of a fitness or health club facility within the Common Area. From and after the effective date of this Declaration, the Homeowners Association may, subject to conformity with all approvals, governmental rules and regulations, permit the erection of such a fitness or health facility by the Association as a non-profit facility or the Declarant as a business for profit, either during the period Declarant shall be entitled to a majority of the votes under Article IV, Section 2 hereof, or thereafter, provided, however, said approvals shall be in accordance with the remaining conditions set forth in this Declaration.

Section 4. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any

Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owner to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 5. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements. In the event of freezing pipes and/or water damage to an adjacent building caused by the negligence of any owner, said owner will be solely responsible for any loss occasioned by said adjacent owner.

Section 6. Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 7. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, the Owners involved in such dispute shall submit the matter to the Board of Directors of the Blue Meadow Farm, Homeowners Association for decision. A ruling by the majority of the Board of Directors of the Blue Meadow Farm, Homeowners

Association regarding any question involved under this Article shall be final and conclusive.

ARTICLE VII

EXTERIOR MAINTENANCE

The Association shall be responsible for all garbage and trash removal and cutting of grass on each Town House Lot and throughout the Common Area. The Association may contract for collection of garbage and trash within Blue Meadow Farm and to pay the cost thereof as a Common Expense, or may require each Owner to arrange for such collection and to pay his costs thereof, subject to rules and regulations adopted by the Board.

ARTICLE VIII

EASEMENTS ON LOTS

Section 1. Use of Driveways. In order that there be adequate means of ingress and egress within all non-through Streets in Blue Meadow Farm, all Owners within Blue Meadow Farm shall and they do hereby agree to permit the use by others of a reasonable portion of the street and of their driveways for the purpose of turning their vehicles around prior to leaving such Streets.

Section 2. Maintenance of Lots. Each Owner hereby grants and declares an easement and right-of-way over his Lot in favor of the Owner of each adjacent or adjoining Lot to permit ingress, egress and regress for persons, equipment, material and supplies to permit the maintenance, repair, service,

reconstruction or cleaning of any portions of such adjoining or adjacent Lot, including any improvements thereto.

Section 3. Utility Easements. Each Owner hereby grants and delivers to the Declarant the right to create, establish, grant or reserve easements and right-of-way through, under, over and access any Lot, for purpose of installing, maintaining, repairing, replacing and inspecting all lines and appurtenances for public or private water, sewer, drainage, fuel oil, telephone, cable television and other utilities with the right of the Grantees of such easements to have full access and over and across all portions of any Lot, consistent with exercise of such easements and rights-of-way.

ARTICLE IX

CATV

Because of architectural characteristics of certain private dwelling units within Blue Meadow Farm, Declarant, its heirs, successors and assigns, may install master television antenna systems ("MATV") or CATV systems therein. Each Owner of a private dwelling unit within Blue Meadow Farm, who shares access to such a system automatically grants an easement to the Declarant, and their agents, employees or designees for the installation, operation, maintenance and repair of such system and which easement shall permit the Declarant, and their agents, employees or designees access at reasonable hours for said purposes. In the case of CATV or MATV systems the connection for

service shall be optional and service charges will be levied by the Owner or operator thereof.

ARTICLE X

GENERAL PROVISIONS

Section 1. Term. 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 the same shall be automatically extended for successive periods of ten (10) years, unless an amendment thereto has been duly adopted and recorded as hereinafter provided.

Section 2. Transfer of Common Area. The Declarant shall convey the Common Area to the Association by special warranty deed, at any time, as determined by the Declarant, but in no event later than the date that Declarant's Class B membership in the Association is converted to Class A membership as provided in Article IV, Section 2 hereof.

Section 3. Indemnification. All owners and their successors and assigns specifically release, indemnify and hold harmless Declarant, their heirs and assigns, from any action taken by Declarant, in the past or in the future, by virtue of Declarant being developer of subject premises, Declarant or member of the Board of the Association; and owners ratify and approve all said acts in the past and in the future.

Section 4. Enforcement. The Association, or any Owner, shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Any monies received by any Owner from any other Owner or former Owner on account of assessments levied by the Association, less all reasonable enforcement costs, shall be paid by such enforcing Owner to the Association. 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 5. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 6. 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 fifty-one per cent (51%) of the Lot Owners, including Declarant. Any amendment must be recorded.

Section 7. Termination of Association. In the event of the liquidation or dissolution of the Association or its successors; the filing against it or voluntarily by it or a petition for reorganization or bankruptcy or for the appointment of a receiver of its assets; the suspension or termination of the Association's rights to administer the use of the Common Area for any reason other than as a result of merger as provided in Article II, Section 5, passage of control of the Association to parties other than the Declarant and the Owners as herein defined; transfer of ownership or control of the Common Area, or any part thereof to parties other than the Association, the Declarant or the Owners (unless such change of ownership or control is as a result of a dedication under Article III, Section 1 (b), the Common Area shall be thereafter subject to the following use restriction which shall run with and be binding upon the land and be enforceable by any Owner:

(a) no improvement or structure of any kind shall be thereafter placed upon the Common Area which is not available in every respect for the use and enjoyment of the Lot Owners in Blue Meadow Farm;

(b) no use or structure of any kind shall be permitted within the Common Area which is not primarily for the purpose of recreation for all of the Lot Owners of Blue Meadow Farm utility

service to a Lot Owner, maintenance of the Common Areas or for use as a passage way for all Lot Owners and their families, guests, tenants and invitees and their passenger vehicles.

The foregoing provisions shall have no force or effect unless the Common Area has been initially conveyed to the Association by the Declarant.

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

Alex A. Di Santo
Alex A. DiSanto

Dona L. Di Santo
Dona L. DiSanto

RSF:ka:B:blue meadow

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF DAUPHIN

On this, the 2nd day of February, 1988, before me, a Notary Public, the undersigned officer, personally appeared Alex A. Di Santo & Dona L. Di Santo known to me to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purpose therein contained.

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

Commission Expires

August 12, 1991

JAMES W. YOUNG, NOTARY PUBLIC
My Commission Expires August 12, 1991
Harrisburg, PA Dauphin County

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DAUPHIN COUNTY
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BLUE MEADOWS FARM

THIRD AMENDMENT TO DECLARATION OF COVENANTS,
EASEMENTS, RESTRICTIONS, EQUITABLE SERVITUDES,
CHARGES AND LIENS

THIS THIRD AMENDMENT TO DECLARATION OF COVENANTS, EASEMENTS, RESTRICTIONS, EQUITABLE SERVITUDES, CHARGES AND LIENS is made this 20th day of July, 1992.

W I T N E S S E T H:

WHEREAS, a certain Declaration of Covenants, Easements, Restrictions, Equitable Servitudes, Charges and Liens, dated February 2, 1988, and recorded in the Office of the Recorder of Deeds of and for Dauphin County at Record Book 1066, Page 079, imposed certain restrictions on a parcel of ground more particularly described therein, and known as Blue Meadows Farm; and

WHEREAS, the aforesaid Declaration provides in Article X, Section 6 that the said Declaration may be amended by an instrument signed by not less than 51% of both classes of lot owners; and

WHEREAS, an amendment to the aforesaid Declaration with regard to former Lot 308, Phase 1B as reflected in Plan Book Z Vol. 4, Page 55, of Blue Meadows Farm appears of record at Record Book 1443, Page 0640; and

WHEREAS, a second amendment to the aforesaid Declaration with regard to the release of Lots 59, 60, and 61, Phase 2 as

reflected in Plan Book V Vol.4, Page 60, of Blue Meadows Farm from the restrictions and covenants as contained in Article VI, Section 2(b) of the Declaration appears of record at Record Book 1510, Page 0488; and

WHEREAS, it is the intention of this Third Amendment to the Declaration to amend ARTICLE V, "COVENANT FOR MAINTENANCE ASSESSMENTS" to provide the Board of Directors with the authority to grant discounts for assessments paid in advance; ARTICLE VI, "ARCHITECTURAL CONTROL: PROTECTIVE COVENANTS" to provide clarification and to modify the restrictions imposed by Article VI, Section 2, Protective Covenants; and create ARTICLE XI, "RELEASE OF LOTS 59, 60, AND 61 FROM THE DECLARATION OF COVENANTS" to provide for the removal of these lots from the Blue Meadows Farm Home Owners Association in their entirety; and

WHEREAS, a proposal to amend the Declaration with the language contained herein was unanimously approved by the Blue Meadows Farm Home Owners Association members at its Annual Meeting on December 13, 1991; and

WHEREAS, the undersigned represent more than 51% of both voting classes of lots within all recorded subdivision plots of Blue Meadows Farm and all other lands or tracts of ground otherwise subject to the Declaration but not yet the subject of a final plan as defined in the Declaration.

NOW, THEREFORE, know all men by these presents, (any other provision of the Declaration of Covenants, Easements, Restrictions, Equitable Servitudes, Charges and Liens to the

contrary notwithstanding) that we the undersigned members of the Blue Meadows Farm Home Owners Association agree to the following:

1. Article V, Section 8(d) - add the following sentence: "The Board may offer a discount to Lot Owners who pay their annual assessments in full at the beginning of the fiscal year. The discount rate will be determined by the Board."
2. Article VI, Section 2(d) - add: "unless said vehicle is kept out of sight within the Lot Owner's garage."
3. Article VI, Section 2(q) - deleted in its entirety and replaced with the following: "(g) drying or airing of any clothing or bedding shall only be permitted within the area of the property of a single family home Lot Owner within Blue Meadows Farm so long as such clothing or bedding does not remain outdoors overnight. Clothes hanging devices shall be limited to retractable clothesline or non-permanent clothes hanging trees or portable racks so long as such clothes hanging devices are not left to remain overnight."
4. Article VI, Section 2(h) - delete "including vehicle repairs" from the first sentence. Add a second sentence as follows: "Personal vehicle repairs which are minor in nature may be conducted on the property of the Lot Owner so long as such repairs are conducted out of sight within the Lot Owner's garage and such activity does not become an annoyance or nuisance to the residents of Blue Meadows Farm."

5. Article VI, Section 2(i) - deleted in its entirety and replaced with the following: "Vegetable gardens shall be permitted on the property of a single family home Lot Owner so long as such gardens do not exceed a 144 square foot area and such area is maintained as not to become an annoyance or nuisance to the residents of Blue Meadows Farm."
6. Add - Article VI, Section 2(1) which reads "parking in the town house parking lots shall be limited to those vehicles owned by the occupants of such town house residences and their guests. Parking for the occupants shall be limited to those parking spaces assigned to their particular town house unit. Visitor parking shall be limited to those areas designated as visitor parking."
7. Add - ARTICLE XI, RELEASE OF LOTS 59, 60, AND 61 FROM THE DECLARATION OF COVENANTS, EASEMENTS, RESTRICTIONS, EQUITABLE SERVITUDES, CHARGES AND LIENS which reads "Lots 59, 60 and 61 of Blue Meadows Farm shall be released in their entirety from any provisions contained within the Declaration of Covenants, Easements, Restrictions, Equitable Servitudes, Charges and Liens, dated February 2, 1988 and recorded in the Office of the Recorder of Deeds of and for Dauphin County at Record Book 1066, Page 079. The purpose being to allow lots 59, 60, and 61 to operate separate and independent from the Blue Meadows Farm Home Owners Association."

