

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR KISSEL HILL COMMONS**

THIS DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS, made this 15<sup>th</sup> day of June, 2002, by **D. D. HERR, INC.**, a Pennsylvania corporation, **B. D. HOGAN, INC.**, a Pennsylvania corporation and **WOLF MOUL GROUP**, a Maryland general partnership, as tenants in common as legal owner and **NEFFSVILLE ASSOCIATES**, a Pennsylvania general partnership, as equitable owner, hereinafter referred to collectively as the "Owner".

**RECITALS**

Owner is the owner of that certain tract of land located in Manheim Township, Lancaster County, Pennsylvania, legally described in Exhibit "A," attached hereto and made a part hereof by reference.

Owner is developing a mixed-use development known as Kissel Hill Commons, A Flexible Planned Community (hereinafter the "Development"). The Development is made subject to the requirements of the Uniform Planned Community Act, 68 Pa. C.S.A. § 5101 et. seq

Owner desires to establish certain covenants, easements and restrictions to facilitate the development of the Property now and in the future as depicted on the Plan as the same may be amended from time to time.

NOW, THEREFORE, intending to be legally bound, Owner hereby declares and imposes the following easements, covenants, restrictions, terms and conditions of these Covenants as follows:

**ARTICLE I**  
**DEFINITIONS**

The following words and terms when used in these Covenants (unless the context shall clearly indicate otherwise) shall have the following meanings:

"Association" shall mean and refer to Kissel Hill Commons Lot Owners Association, a Pennsylvania Non-Profit Corporation, its successors and assigns.

"Business Use" shall include all non-residential uses permitted by the Covenants, subject to the provisions of all Pertinent Laws. Notwithstanding the foregoing, the term Business Use shall not include any Open Space, the use for which a fee is charged or the use of a Family Dwelling Unit as a model dwelling display or real estate sales office maintained by the Owner or those granted a written license for such use by the Owner or any permitted in-home business.



**"Commercial Lot"** shall mean any improved or unimproved parcel of land designated as a Commercial Lot on the Plan.

**"Covenants"** shall mean and refer to these "Declaration of Covenants, Conditions and Restrictions for Kissel Hill Commons" including all covenants, conditions, restrictions, and obligations set forth herein.

**"Declaration"** shall mean the Declaration of Kissel Hill Commons, A Flexible Planned Community, which is intended for recording concurrently herewith.

**"Family Dwelling Unit"** shall mean and refer to any improved Lot intended for use as a single-family detached dwelling, duplexes, patio homes, townhouse unit, apartment flat, cluster units, or other Residential Use, however named, whether detached or attached, located within the Property.

**"Lot"** shall mean a parcel of real property which has been or is intended to be separately conveyed, owned, or assessed. A Lot may be designated as a Residential Lot or a Commercial Lot. The term shall include all portions of the Lot as well as any Structure thereon.

**"Lot Owner"** shall mean the owner (but shall not include the "Owner" except with respect to properties reacquired by the Owner after Owner's conveyance thereof) as shown by the real estate records of the Recorder's Office, whether it be one or more persons, firms, associations, corporations, or other legal entities, of fee simple title to any Lot situated upon the Property, but shall not mean or refer to the mortgagee, its successors or assigns, unless and until such mortgagee has acquired title pursuant to foreclosure or a proceeding or deed in lieu of foreclosure; nor shall the term "Lot Owner" mean or refer to any lessee or tenant of a Lot Owner.

**"Offensive or Noxious"** activity or behavior shall include but not be limited to a public nuisance or nuisance per se and shall also include any behavior or activity which is inconsistent with both the pleasurable use of the Development, the residents and their reasonable expectations of enjoying their property and the available amenities and natural surroundings free of boorish, rude, excessively noisy, crude, tasteless behavior, flashing lights, racing vehicles, offensive or tasteless displays of public sexuality, radio, hi-fi or electronic music distractions, etc., or other similar behavior curtailing the pleasure of use of the Property.

**"Open Space"** shall mean and refer to those parcels of land which are designated as Open Space on any subdivision or land development plan approved by the Township of Manheim and recorded in the Recorder's Office.

**"Owner"** shall mean and refer to D. D. Herr, Inc., a Pennsylvania corporation, B. D. Hogan, Inc., a Pennsylvania corporation and Wolf-Moul Group, a Maryland general partnership, as tenants in common, and Neffsville Associates, a Pennsylvania general partnership as equitable owner.

**"Plan"** shall mean the plan prepared by Strausser Surveying and Engineering, Inc. dated December 27, 1995 and recorded July 13, 2001, in the Recorder's Office, in Plan Book J-210, Page 149.

**"Pertinent Laws"** shall mean and refer to all statutes, ordinances, regulations, and other laws pertinent to the ownership, sale, use, development and construction of the Development or of any Lot, as codified or promulgated by the Commonwealth of Pennsylvania, the County of Lancaster, or the Township of Manheim or the Government of the United States of America, and governmental authorities having jurisdiction over the Development.

**"Property"** shall mean all that tract of land described on Exhibit "A" attached hereto and included herein by reference.

**"Recorder's Office"** shall mean and refer to the Recorder of Deeds in and for the Lancaster County, Commonwealth of Pennsylvania, and the successors or assigns of that office.

**"Residential Use"** shall mean to be used as one's residence or normal and customary place of abode and shall not include any use for business purposes. The use of a portion of a Family Dwelling Unit as an office shall be considered a residential use if such use does not create regular customer or client traffic to and from the Family Dwelling Unit.

**"Review Board"** shall mean the Architectural Review Board established pursuant to Article III of these Covenants.

**"Shall"** indicates a mandatory requirement, condition, or obligation; in contrast, the term "may" indicates a permissive action.

**"Special Recreational Areas"** shall mean certain real property and improvements within the Property which are privately owned and operated by the Association, for recreational and related purposes on a membership basis, use fee basis or otherwise.

**"Storm Water Management Facilities"** shall mean all of the land areas within the Development and improvements thereto devoted to the purposes of detaining, retaining, or controlling the volume or rate or the direction of storm water, including but not limited to berms, cisterns, detention basins, diversion terraces, drainage easements, energy dissipaters,



infiltration structures, retaining walls, retention basins, sedimentation basins, seepage pits, seepage drenches, storm sewers, and swales.

**"Structure"** shall mean any man-made object having an ascertainable stationary location on or in land or water, whether or not affixed to the land, any construction, object, projection or piece of work artificially built up or composed of parts joined together in some definite manner, which is erected or shaped on the Property, including but not limited to buildings, fences, tennis courts, swimming pools, pavilions, tents, gazebos, garages, storage buildings, signs, abutments, ornamental projections, exterior fixtures, shaped earth as a masonry Structure, lights, clotheslines, playgrounds, sandboxes or antennas.

**"Township"** shall mean the Township of Manheim.

**"Use of Land"** or **"Use"** shall mean the purpose to which the Development or any Lot is dedicated.

## **ARTICLE II** **GENERAL COVENANTS**

Section 1. Purposes. The primary purpose of these Covenants and the foremost consideration in the origin of same has been the creation of a mixed use community which is aesthetically pleasing, which is functionally convenient, which is capable of maintaining itself while retaining private control. The establishment of objective standards relating to design, size and location of dwellings and other Structures makes it impossible to take full advantage of the individual characteristics of each parcel of the Property and of technological advances and environmental values. For this reason, such standards are not established hereby, but may be suggested by the Owner in discussions with and materials submitted to Lot Owners. To implement these Covenants, the Owner shall, through the Architectural Review Board, establish and amend from time to time objective standards and guidelines.

To the fullest extent possible, these standards and these Covenants are in addition to, and to be construed as consistent with the Subdivision and Zoning Ordinances of the Township of Manheim, as well as all other Pertinent Laws. Where these Covenants, and the standards established pursuant thereto are more restrictive than said governmental standards, the more restrictive provisions of this Declaration shall expressly control. Compliance with the provisions of these Covenants does not relieve the Owner or Lot Owner of the duty to comply with Pertinent Law.

Section 2. Parking. Each Lot Owner subject to these Covenants shall provide space for the parking of automobiles off public streets and community roads prior to the occupancy of any Structure constructed on the Lot.



Section 3. Completion of Construction. The exterior of all Structures must be completed within twelve (12) months after the construction of same shall have commenced, except where such completion is impossible or would result in great hardship to the Lot Owner or builder due to strikes, fires, severe weather, national emergency or natural calamities, or where an extension of this period has been granted by the Owner. No Structures may be temporarily or permanently occupied until the exteriors thereof have been completed. During the continuance of construction, the Lot Owner shall require the contractor to maintain the Lot in a reasonably clean and uncluttered condition. Upon completion of construction, the Lot Owner shall cause the contractor to immediately remove all equipment, tools and construction material from the Lot. Any damage to roads, bike paths, property owned by others caused by the Lot Owner's contractor or other parties providing labor or services to the Lot Owner shall be repaired by the Lot Owner or by the Owner at Lot Owner's expense. The landscaping plan for all Structures must be completed within ninety (90) days of occupancy or substantial completion, whichever date shall first occur.

Section 4. Service Yards. Each Lot Owner shall provide a visually screened area to serve as a service yard and an area in which garbage receptacles, fuel tanks or similar storage receptacles, electric and gas meters, air conditioning equipment, clothes lines, and other unsightly objects must be placed or stored in order to conceal them from view from the road and adjacent properties.

Plans for such visually screened area delineating the size, design, texture, appearance and location must be approved by the Review Board prior to construction. Garbage receptacles and fuel tanks may be located outside of such screened areas only if located underground.

Section 5. Signs. No signs or ornaments shall be erected or maintained on the Property by anyone except with the written permission of the Review Board or except as may be required by legal proceedings. If such permission is granted, the Review Board reserves the right to restrict size, color and content of such signs.

Section 6. Outside Storage. Except as specifically provided for in these Covenants, outside storage of any kind whatsoever shall be prohibited without prior written approval of the Review Board.

Section 7. Other Buildings and Vehicles. No mobile home, trailer, tent, barn, or other similar out-building or Structure shall be placed on any Lot at any time, either temporarily or permanently without prior approval from the Review Board. No boats, boat trailers, campers, motor cycles, motor bikes, recreation vehicles, trucks, or utility trailers may be visibly maintained on the Property, without prior written approval of the Review Board.

Section 8. Maintenance and Repair. All Structures or other improvements on the Lot shall be maintained by the Lot Owner. It shall be the responsibility of each Lot Owner and tenant thereof to prevent the accumulation of litter, trash, packing crates or rubbish or the development of any unclean, unsightly or unkempt condition of buildings or grounds on his or her property either before,



during or after construction, nor to permit accumulations which shall tend to substantially decrease the beauty of the community as a whole or the specific area.

Section 9. Lights. The design and location of all exterior lighting fixtures shall be subject to the approval of the Review Board. Neither these nor any other illumination devices, including but not limited to Christmas ornaments, located anywhere on the Structures or grounds of any Lot or Structure shall be located, directed, or of such intensity to affect adversely the night-time environment of any adjacent property.

Section 10. Repairs and Hazards. Any Structure or other improvement on the Lot that is destroyed partially or totally by fire, storm or any other means shall be repaired or demolished by the Lot Owner within a reasonable period of time, and the land restored to an orderly and attractive condition by the Lot Owner.

Section 11. Offensive Activity. No Noxious or Offensive Activity shall be carried any place within the Property, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to the community.

Section 12. Antennas. No television antenna, satellite dish, radio receiver or sender or other similar device shall be erected on any Lot or attached to any Structure, nor radio, television signals, nor any other form of electromagnetic radiation shall be permitted to originate from any Lot which may unreasonably interfere with the reception of television or radio signals upon any other of such properties, except as follows:

- (a) The provisions of this section shall not prohibit the Owner from installing equipment necessary for a master antenna system, security system, cable television and mobile radio systems or other similar systems within the Property; and
- (b) Should cable television services be unavailable and good television reception not be otherwise available, a Lot Owner may make written application to the Review Board for permission to install a television antenna, and such permission shall not be unreasonably withheld.

Section 13. Sound Devices. No exterior speaker, horn, whistle, bell, or other sound device which is unreasonably loud or annoying, except security devices used exclusively for security purposes, shall be located, used, or placed upon lands within the Property.

Section 14. Bridges. The Owner expressly reserves to himself, his heirs and assigns, any other provisions in these Covenants notwithstanding, the right to build bridges, walkways, or fixed spans across any or all natural or man-made wet areas, creeks, bike paths, or ponds in the Open Space or Lots owned by the Owner. Nothing in this Section shall be construed as placing an affirmative obligation on the Owner to provide or construct any such improvement.

Section 15. Building Height. No Structure shall be constructed which has a height exceeding three (3) stories above the existing grade. For purposes of this Section, the first parking level, deck or basement underneath a building built at the existing grade shall not be considered a story.

Section 16. Ingress and Egress; Roadways. The Lot Owner, in accepting title to any Lot conveyed subject to the covenants and restrictions of these Covenants, waives all rights of uncontrolled and unlimited egress and ingress to such property (and waives such rights for any person claiming entry rights by virtue of any relationship or permission of such Lot Owner and successors in title) and agrees that such ingress and egress to its property may be limited to roads built by the Owner and/or the Township.

The Owner reserves the right for itself, its successors and assigns, but not the obligation, to (a) maintain guarded gates controlling access to such roads; (b) require payment of fees or tolls for use of such roads by members of the general public including business invitees, except that (1) no such toll shall be applicable to any Lot Owners, lessees, or tenants of Lot Owners, nor shall the toll be applicable to any person who gives reasonable evidence satisfactory to entry guards that their entry into the premises of the Lot Owner is with the specific permission of the Lot Owner, or his duly authorized agent, provided, however, that this exception shall not apply to commercial or construction vehicles of any kind; (2) no such toll charge shall be applicable to guests of the Owner; (c) determine in its sole discretion the types of vehicles that will be permitted access to the Property and use of such roads; (d) provided, however, that the Owner reserves the right to limit access to the Property to the Owner, Lot Owners, lessees or tenants, and their guests and invitees. If and when the roadways and streets are conveyed to the Association the aforesaid rights may be assigned to the Association by the Owner.

Section 17. Maintenance of Easements, Utilities, and Facilities. Lot Owners shall be responsible for the maintenance and repair of all parking areas, access roads, driveways, walkways, Storm Water Management Facilities and utility facilities located on their respective lots (except as may be otherwise provided herein or in the Declaration) in accordance with all Pertinent Laws, and all federal, state, county and municipal laws, statutes, regulations, and ordinances.

Notwithstanding anything contained herein to the contrary, if any maintenance or repair work with respect to the parking areas, access roads, driveways, walkways, Storm Water Management Facilities and/or utility facilities located in the Development becomes necessary as the result of the negligence or intentional acts of any person (the "Negligent Party"), the Negligent Party shall perform at its expense the necessary maintenance or repair work on the Development.

Section 18. Trash Removal. The Owner or the Association may enter into a contract with one or more trash or waste haulers to service the Development, the terms of which shall comply with the Declaration. All Lot Owners shall be required to employ the trash hauler selected by the Owner or Association. Lot Owners shall contract with the selected trash hauler individually. The costs of

trash removal shall be charged directly to, and shall solely be the responsibility of, the individual Lot Owner. The Owner and the Association assume no responsibility for the costs of trash removal.

### **ARTICLE III** **ARCHITECTURAL REVIEW BOARD**

#### **Section 1. Architectural Design and Review.**

- (a) **Purpose:** In order to preserve the natural beauty of the Development and its setting, to maintain the Development as a pleasant and desirable environment, to establish and preserve a harmonious design for the community, and to protect and promote the value of property, no Structure shall be erected, placed or altered upon any Lot until the proposed building plans, specifications, exterior color or finish, plot plan (showing the proposed location of such Structure), landscape plan, and construction schedule shall have been approved in writing as hereinafter provided.
- (b) **Objectives:** Architectural and Design review shall be directed towards attaining the following objectives for the Property:
- (1) Preventing excessive or unsightly grading, indiscriminate earth moving or clearing of property, removal of trees and vegetation which could cause disruption of natural water courses or scar natural landforms.
  - (2) Ensuring that the location and configuration of Structures are visually harmonious with the terrain and vegetation of the Lot and with surrounding Lots and does not unnecessarily block scenic views from existing Structures or tend to dominate any general development or natural landscape.
  - (3) Ensuring that the architectural design of Structures and their materials and colors are visually harmonious with the Kissel Hill Common's overall appearance, history and cultural heritage, with surrounding development, with natural landforms and native vegetations, and with development plans, officially approved by the Owner, or any governmental or public authority, for the areas in which the Structures are proposed to be located.
  - (4) Ensuring the plans for landscaping provide visually pleasing settings for Structures on the same lot and on adjoining or nearby lots, and blend harmoniously with the natural landscape.
  - (5) Ensuring that any development, Structure, building or landscaping complies with the provisions of these covenants.



- (6) Promoting building design and construction techniques that respond to energy consumption and environmental quality considerations such as heat loss, air emissions, and run-off water quality.

(c) Architectural Review Board. (i) The Owner shall establish an Architectural Review Board which shall consist of five (5) members. Initially, all five (5) members shall be appointed by the Owner. Upon the sale and settlement for ninety (90%) percent of all Lots, three (3) members shall be appointed by the Owner and two (2) members shall be appointed by the Executive Board of the Association. The regular term of office for each member shall be two (2) years, coinciding with the fiscal year of the Owner. Not more than three (3) members shall have their terms expire in the same year. Any member appointed by the Owner may be removed with or without cause by the Owner at any time by written notice to such appointee. A successor or successors appointed to fill such vacancy shall serve the remainder of the term of the former member. Any member elected by the Executive Board of the Association may be removed by the executive Board of the Association.

(ii) The Review Board shall select its own Chairman and he, or in his absence, the Vice-Chairman shall be the presiding officer of its meetings. All meetings shall be held at least once in each calendar month or upon call of the Chairman; all meetings shall be held at the offices of the Owner in Lancaster County, Pennsylvania or at such other places as may be designated by the Chairman. Three (3) members shall constitute a quorum for the transaction of business, provided a minimum of two (2) members appointed by the Owner shall be present in order to have a quorum. The affirmative vote of a majority of the members of the Review Board present at a meeting where a quorum is present shall constitute the action of the Review Board on any matter before it. The Review Board shall operate in accordance with its own rules of procedure; said rules shall be filed with the Association and maintained in the records of the Association. Any required operating budget of the Review Board which exceeds the amounts received pursuant to subparagraph (f), below, shall be provided by the Owner until review authority is transferred to the Association pursuant to Paragraph (d) below, after which it shall be provided and approved the Association.

(iii) The Review Board is hereby authorized to retain the services of one or more consulting architects, landscape architects, urban designers, and/or attorneys, to advise and assist the Review Board in performing the design review functions herein prescribed. Thereafter, the individual(s) or firm(s) retained shall be determined by a majority vote of the Review Board.



- (d) Transfer of Architectural Review Authority. Upon the sale of greater than 90% of all Lots, the Owner may, by filing a supplemental declaration of covenants and conditions with the Recorder's Office, transfer the above described architectural review authority to a permanent Review Board which, subject to the covenants and conditions stated with the aforesaid supplemental declaration, shall be under the control of the Association. This section does not obligate the Owner to make such transfer, provided, however, such transfer must be made no later than January 1, 2016.
- (e) Review of Approval of Plans for Additions, Alterations or Changes to Structure and Landscaping: No Structure or improvement of any kind shall be commenced or erected upon any upon any Lot or upon the exterior of any Structure, nor shall any landscaping be done, nor shall any addition to any existing building or alteration or change therein be made upon any Lot until the proposed building plans, specifications (including height, materials, and exterior finish), plot plan, landscape plan, and construction schedule shall have been submitted to and approved by the Review Board.
- (f) Submission, Approval and Refusal of Architecture, Landscaping and Other Building Plans: Two copies of all plans and related data shall be furnished the Review Board. One copy shall be retained in the records of the Review Board. The other copy shall be returned to the Lot Owner marked "approved" or "disapproved". The Review Board shall establish a fee sufficient to cover the expense of reviewing plans and related data at the time they are submitted for review and to compensate any consulting architects, landscape architects, urban designers or attorney's retainer in accordance with subparagraph (c)(iii), above. Approvals shall be dated and shall not be effective for construction commenced more than six months after such approval. Disapproved plans and related data shall be accompanied by a reasonable statement of items found unacceptable. In the event approval of such plans is neither granted nor denied within 30 days following receipt by Review Board of written request for approval, the provisions of this Section shall be thereby waived. Refusal of approval of plans, location or specifications may be based by Review Board upon any ground which is consistent with the objectives of these covenants, including purely aesthetic considerations, so long as such ground is not arbitrary and capricious or otherwise violative of existing law, including, without limitation, all laws involving unlawful discrimination on the basis of race, gender, religion, national origin or against persons with disabilities.
- (g) Approval Not a Guarantee or Representation of Proper Design or Good Workmanship: No approval of plans, location or specifications, and no publication of architectural standards bulletins shall ever be construed as representing or implying that such plans, specifications or standards will, if followed, result in a



properly designed Structure or improvement. Such approvals and standards shall in no event be construed as representing or guaranteeing that any residence or improvement thereto will be built in a good workmanlike manner. Neither the Owner, nor the Review Board shall be responsible or liable for any defects in any plans or specifications submitted, revised or approved under these covenants nor for any defects in construction pursuant to such plans and specifications. The Lot Owner shall have sole responsibility for compliance with approved plans and does hereby hold the Review Board and the Owner harmless for any failure thereof caused by the Lot Owner's architect or builder. The Owner reserves the right to prohibit the Lot Owner's builder and/or general contractor from the site in the event it is determined that failure to comply with approved plans is determined to be intentional or due to gross negligence.

- (h) Liability of Review Board Members. Neither any member of the Board of Directors, of the Association nor the Review Board shall be personally liable to any Lot Owner, or to any other party, for any damage, loss or prejudice suffered or claimed on account of any act or omission of the Association or the Review Board; and the Association shall indemnify and hold harmless such Director or Review Board Member from and of all claims and demands and expenses (including reasonable counsel fees) arising by reason of any alleged wrongful act or omission. Nothing contained herein shall be construed to limit the liability of the Association.

Section 2. Siting. To assure that Structures will be located so that the maximum view, privacy and breeze will be available to each building or Structure, and that Structures will be located with regard to the topography of each property taking into consideration the location of existing trees and other aesthetic and environmental considerations, the Review Board shall have the right to control and to decide solely (so long as (a) its decisions are not arbitrary and capricious and (b) subject to the provisions of the pertinent land use regulations of public authorities having jurisdiction) the precise site and location of any building or Structures upon any Lot or Open Space.

The location shall be determined only after reasonable opportunity is afforded the Lot Owner to recommend a specific site. Provided, however, that in the event an agreed location is stipulated in writing in the contract of purchase and approved by the Owner, and such location complies with the Pertinent Laws, the Review Board shall be deemed to have approved such location as if it voted.

Section 3. Construction without Approval. If any Structure shall be erected, placed, or maintained upon any Lot, or the exterior design thereof, or any new Use commenced upon any Lot, other than in accordance with the approval provisions of this Declaration and the standards adopted pursuant thereto, such alteration, erection, placement, maintenance, or use shall deem to have been undertaken in violation of this Declaration. Upon written notice from the Review Board, any such improvement so altered, erected, placed, maintained, or used upon any Lot in violation of these Covenants shall cease or be altered so as to conform to these Covenants. Should such removal or

alteration or cessation or amendment of use not be accomplished within thirty (30) days after the receipt of such notice, the Lot Owner or occupant in breach shall be subject to the enforcement procedures set forth these Covenants.

#### **ARTICLE IV** **RESIDENTIAL LOT COVENANTS**

Section 1. Residential Use. All Residential Lots in the Development shall be used for Residential Uses exclusively. No Structure nor any outside storage may be erected, altered, placed or permitted to remain on any Residential Lot except as provided for by the Plan; provided, however that than one (1) small one-story accessory building which may include a detached private garage may be permitted, provided the use of such accessory building does not overcrowd the site and provided further, that such building is not used for any activity normally conducted as a business. Such accessory building must be approved of by the Review Board, and may not be constructed prior to the construction of the main building.

A guest suite or like facility may be included as part of the main dwelling or accessory building, but such suite may not be rented or leased except as part of the entire premises including the main dwelling, and provided, however, that such suite would not result in over-crowding the site.

Section 2. Animals. No animals, livestock or poultry of any kind shall be raised, bred, kept or pastured on the Property, except that a reasonable number of common household pets such as dogs and cats may be kept in any one Family Dwelling Unit. In order to preserve the aesthetic qualities of the Open Space, to maintain sanitary conditions on the property, to prevent the spread of worms and infectious diseases on the Open Space, and to maintain a proper respect for other Lot Owners and users of the Open Space, each person who keeps a pet shall abide by the following restrictions, conditions and affirmative obligations:

- (i) No more than two pets shall be kept in any one Family Dwelling Unit. No pets may be kept, bred, or maintained for any commercial purpose. Any dog house or fenced-in run shall not be constructed or placed upon any property unless such is approved by the Review Board.
- (ii) The owner of such pet or pets shall exercise best efforts to not allow the pets to excrete upon the property owned by others or the Owner, or to excrete in any area within the Open Space which are regularly traversed or in which children play;



- (iii) The owner of such pet shall use a scoop or other device to clean up any defecation or solid excrement left by their pet anywhere in the Property, including the Open Space, Special Recreational Areas, bike paths, or roadways;
- (iv) The owner of a pet will not allow the pet to roam unattended on the Property, it being the responsibility of each Owner to either leash their pets or retain voice control while the pets are out of doors.
- (v) The owner shall muzzle any pet which consistently barks or makes noises which might be reasonably expected to disturb other Lot Owners.
- (vi) Breach of any of the foregoing five restrictions and obligations is hereby declared to be a Noxious and Offensive activity constituting a nuisance in fact.

Section 3. Mailboxes. The Association shall provide mailboxes to be used for every Residential Lot. No other mailbox may be erected or used without the written permission of the Review Board, pursuant to Article III of these Covenants.

## **ARTICLE V**

### **COMMERCIAL LOT COVENANTS**

Section 1. Purposes. The primary purpose of these Commercial Lot covenants and the foremost consideration in the origin of same has been the creation of a village commercial area which is aesthetically pleasing, functionally convenient, capable of maintaining itself, and which provides for complimentary Business Uses for the Residential Lots, while retaining private control. The establishment of objective standards relating to design, size and location of dwellings and other Structures makes it impossible to take full advantage of the individual characteristics of each parcel of property and of technological advances and environmental values. For this reason, such standards are not established hereby, but may be suggested by the Owner in discussions with and materials submitted to Lot Owners. To implement these Covenants, the Owner shall, through the Business Use Review Board, establish and amend from time to time objective standards and guidelines.

Permitted Business Uses shall be limited to those provided by these Covenants and those permitted by the Business Use Review Board as provided for herein. The restrictions contained in this Article shall only apply to the use of the Commercial Lots. The erection, improvement, and siting of any Structure, as well as any landscaping or other improvement of a Commercial Lot will be subject to approval by the Review Board as described herein.

Section 2. Business Use Approval.

- (a) Business Use Review Board. (i) The Owner shall establish a Business Use Review Board (such board hereinafter referred to as the "Business Use Review Board") which shall consist of five (5) members. Initially, all five (5) members shall be appointed by the Owner. Upon the sale and settlement of ninety (90%) percent of all Commercial Lots, three (3) members shall be appointed by the Owner and two (2) members shall be appointed by the Executive Board of the Association. The regular term of office for each member shall be two (2) years, coinciding with the fiscal year of the Owner. Not more than three (3) members shall have their terms expire in the same year. Any member appointed by the Owner may be removed with or without cause by the Owner at any time by written notice to such appointee. A successor or successors appointed to fill such vacancy shall serve the remainder of the term of the former member. Any member elected by the Executive Board of the Association may be removed by the Executive Board of the Association.
- (ii) The Business Use Review Board shall select its own Chairman and he, or in his absence, the Vice-Chairman shall be the presiding officer of its meetings. All meetings shall be held at least once in each calendar month or upon call of the Chairman; all meetings shall be held at the offices of the Owner in Lancaster County, Pennsylvania or at such other places as may be designated by the Chairman. Three (3) members shall constitute a quorum for the transaction of business, provided a minimum of two (2) members appointed by the Owner shall be present in order to have a quorum. The affirmative vote of a majority of the members of the Business Use Review Board present at any meeting in which a quorum is present shall constitute the action of the Business Use Review Board on any matter before it. The Business Use Review Board shall operate in accordance with its own rules of procedure; said rules shall be filed with the Association and maintained in the records of the Association.
- (iii) The Business Use Review Board is hereby authorized to retain the services of one or more consulting architects, landscape architects, urban designers, and/or attorneys, to advise and assist the Business Use Review Board in performing the functions herein prescribed.
- (iv) The Business Use Review Board shall operate in accordance with its own rules of procedure; said rules shall be filed with the Association and maintained in the records of the Association. The Business Use Review Board may, at its discretion, establish a fee sufficient to cover the expense of reviewing plans and related data at the time they are submitted for review and to compensate any consulting architects, landscape architects, urban designers or attorney's retainer in accordance with subparagraph (a)(iii), above. Any required operating budget of the Business Use



